

DECLARATION MADE PURSUANT TO
THE CONDOMINIUM ACT

STATEMENT OF INTENTION

1. MINTO CONSTRUCTION LIMITED,
a private company incorporated
under the Laws of the Province
of Ontario, having its
Head Office at the City of
Ottawa, in the Regional
Municipality of Ottawa-Carleton,

(hereinafter referred to as the ("Declarant"))
the registered owner in fee simple with an absolute title of
that certain parcel of land registered under the Land Titles
Act as described in Schedule "A" hereto, declares its
intention that the said parcel and the interests appurtenant
thereto be governed by the Condominium Act from and after
the registration of this Declaration and of the Description
registered herewith.

INTERPRETATION

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

- (a) "The Act" means "The Condominium Act 1980" as amended.
- (b) "The Corporation" means the Corporation created under
the Condominium Act by registration of this Declaration
and of the said Description.
- (c) Words and phrases defined in The Act have the meaning
given to them by the Act.

III.

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

IV. The property is a parcel of land having an area of 0.818 hectares located in the Township of Cumberland, in the Regional Municipality of Ottawa-Carleton, on which there have been erected twenty-four (24) units.

PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES

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

The common expenses shall be the expenses of the performance of the objects and duties of the Corporation and such other expenses as are listed in Schedule "D" attached hereto. Notwithstanding the said Schedule "D", to the end that the Corporation not incur large unfunded financial obligations or a large indebtedness without the specific consent of the owners, common expenses exclude monies required to be raised:

- (a) to pay for any undertaking which costs more than Ten thousand dollars (\$10,000.00) and is not required by law, or
- (b) to repay or pay the costs of any borrowing of money which is in excess of Five thousand dollars (\$5,000.00) or raises the outstanding indebtedness of the Corporation to more than Ten thousand dollars (\$10,000.00),

unless the undertaking and its cost or the borrowing and its cost, respectively as the case may be, have received separate approval by a majority of the owners at a meeting duly called for obtaining such approval.

ADDRESS FOR SERVICE

VI. The address for service of the Declarant is:

1051 Baxter Road
Ottawa, Ontario

is: The address for service of the Corporation

1051 Baxter Road
Ottawa, Ontario

The mailing address of the Corporation is:

P.O. Box 5152
Station "F"
Ottawa, Ontario
K2C 3H8

DESCRIPTION OF UNITS

VII.

- (a) The Monuments which control the extent of the units, are as set out in Schedule "C" attached hereto.
- (b) Each dwelling unit shall be occupied and used only as a private single family residence and for no other purpose, provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, nor prevent the Declarant while owning and seeking to sell any of the units and anyone else while owning and seeking to sell ten percent (10%) or more of the units, in both cases actively taking all reasonable steps to sell those units, may maintain a sales office, advertising signs and suites as models for display but not so as to interfere with the reasonable use and enjoyment of the common elements or other units.

EXCLUSIVE USE AREAS

VIII.

Those areas of the common elements over which certain owners have exclusive use are set out in Schedule "E" attached hereto, and shown on Part 1 Sheet 2 of the description.

MAINTENANCE AND REPAIR

IX.

- (a) Each Owner shall maintain his unit, and, subject to the provisions of this Declaration, each owner shall repair his unit after damage to the standard of material and finish of the original unit.
- (b) Each Owner shall be responsible for all damages to any and all other units and to the common elements, which are caused by the failure of the owner to so maintain

and repair his unit, save and except for any such damages to the Common Elements for which the costs of repairing same may be recovered under any policy or policies of insurance held by the Corporation.

- (c) The Corporation shall maintain at the Corporation's expense all portions of the common elements.
- (d) The Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time; and in such an event, the owner shall be deemed to have consented to have repairs made to his unit by the Corporation; and the owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs.
- (e) The Corporation shall keep a set of the Declarant's structural plans together with the plans and specifications of any alterations from time to time made to the Common Elements or the Units. All the plans referred to in this subparagraph may be inspected by any owner or mortgagee on reasonable notice and at any reasonable time.
- (f) All amounts paid by the Corporation pursuant to subparagraph (d) of this paragraph including costs shall bear interest at the rate of eighteen percent (18%) per annum or other such other rate as may be approved by By-law. The Corporation may collect all such sums of money in such instalments as the Board may decide upon, which instalments shall be added to the contribution towards the common expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

INSURANCE TRUSTEE

IX. At the time the Declarant enters into an agreement to sell any one or more of the units, the Corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under The

Loan and Trust Corporations Act, or shall be a Chartered Bank.

INSURANCE

X.(1) The Corporation shall be required to obtain and maintain, to the extent obtainable from the insurance industry, the following insurance in one or more policies:

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

- (i) the property, including the units and any improvements made thereto subsequent to registration of the description and declaration, except for improvements made by the owners;
- (ii) 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 costs of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause.

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 which shall be subject to the provisions of this Declaration and the Insurance Trust Agreement; and shall contain the following provisions:-

- (i) that loss shall be payable to the Insurance Trustee where such proceeds exceed 1/2 of 1% of the total insurance in the policy in respect of the property, otherwise to the Corporation and the Mortgagee as their interest may appear;
- (ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants and owners and any member of the household, or guests of any owner or occupant of a unit, except for arson and fraud;

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- (iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty days prior written notice to all parties whose interests appear thereon, and to the Insurance Trustee;
 - (iv) waivers of any defence based on co-insurance or on invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured;
 - (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 all policies of insurance shall be primary insurance in respect of any other insurance carried by any owner.
- (b) Public liability and property damage insurance insuring the liability of the Corporation and the owner from time to time, with limits to be determined by the Board but not less than \$1,000,000.00 and without right of subrogation as against the Corporation, its manager, agents, servants and employees, and as against the owners, and any members of the household or guests or any owner or occupant of a unit;
- (c) Boiler and machinery insurance to the extent required as the Board may from time to time deem advisable.

(2) GENERAL INSURANCE PROVISIONS

- (a) Prior to obtaining any policy or policies of insurance under paragraph (1)(a) and (b) of this Article, or any renewal or renewals thereof and at such other time as the board may deem advisable and also upon the request of the mortgagee or mortgagees holding mortgages on fifty percent (50%) or more of the units, the board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

- (b) The Corporation, its Board, and its officers, shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims, with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize an owner to adjust any loss to his unit.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This paragraph (c) shall be read without prejudice to the right of a mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten days before the expiry of any current insurance policy. The master policy for all insurance coverage shall be kept by the Corporation, available for inspection by an owner or mortgagee on reasonable notice to the Corporation.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation or to direct that loss shall be payable in any manner other than as provided in this declaration.
- (f) Any proceeds of insurance payable to an owner of a unit and any assets of the Corporation distributable to an owner of a unit shall be subject to the claim of any

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mortgagee holding a mortgage registered on title as of the day prior to such payment or distribution and to satisfaction of any amount due under any liens in favour of the Corporation against the unit.

(3) All references in this clause X to an Insurance Trustee or an Insurance Trust Agreement shall become effective only upon the Corporation entering into an Insurance Trust Agreement pursuant to Clause IX of this Declaration.

WAIVER

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

DECISIONS OF THE BOARD

XII.

(a) For the purpose of Subsections 1 and 2 of Section 38 of the Act, the Board shall decide whether any proposed addition, alteration or improvements to or renovation of the Common Elements or change in the assets of the Corporation is substantial.

(b) In the event that there is a determination that the buildings have been substantially damaged, the Corporation shall notify all mortgagees immediately by registered mail.

RIGHT OF ENTRY

XIII. The Corporation will have the right to enter into any unit at any reasonable time on reasonable notice to the Owner or Occupant in order to make inspections with a view to discovering any condition which is likely to damage any part of the property or to correct any such condition, or for the purpose of maintenance and repair of any installation in the property, which is necessary for the provision of services to any Unit or the Common Elements.

In case of emergency such entry may be made without notice.
The right of entry shall be exercisable by the Board or by a
person to whom the Board delegates it.

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

DATED at Ottawa this 28 day of August, 1984

) MINTO CONSTRUCTION LIMITED

)

)

) PER:

Billy Bennett
AUTHORIZED SIGNING OFFICER

)

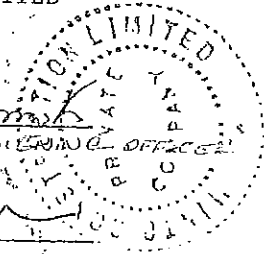
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) PER:

[Signature]
AUTHORIZED SIGNING OFFICER

)

)



SCHEDULE "A"

Block 250 on Plan 50M-68 (Township of Cumberland) registered
in the Land Registry Office No. 50 for the Land Titles
Division of Russell, at Russell and being the whole of
Parcel 250 in the Register for Section 50M-68

SCHEDULE "B"

<u>Unit No.</u>	<u>Level No.</u>	<u>Proportion of Common Interest appurtenant to each Unit and Percentage in which Owner of each Unit is to contribute to Common Expenses</u>
1	1	4.260
2	1	4.100
3	1	4.100
4	1	4.260
5	1	4.260
6	1	4.100
7	1	4.100
8	1	4.260
9	1	4.260
10	1	4.100
11	1	4.100
12	1	4.260
13	1	4.260
14	1	4.100
15	1	4.100
16	1	4.100
17	1	4.260
18	1	4.260
19	1	4.100
20	1	4.100
21	1	4.100
22	1	4.100
23	1	4.100
24	1	4.260
TOTAL -		100%

[Handwritten mark]

11.

SCHEDULE C

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

Vertical Boundaries of Units are:

- a) The backside surface of the interior drywall of the exterior walls and walls dividing the units and the extension of the planes of such surfaces;
- b) The unpainted interior face of door frames and doors leading from the unit in a closed position;
- c) The unpainted interior surface of window frames and windows in closed position;
- d) The unit-side face of the poured concrete walls in the basement;
- e) In the vicinity of the skylight and/or atrium the boundary is the backside surface of the drywall;
- f) In the vicinity of the fireplaces on the ground floor of each unit, the boundary is the backside surface of the metal firebox lining and the extension of the planes thereof;
- g) The unit-side face of the poured concrete walls and the inside surface of the framing studs above the foundation in the attached garage.

Horizontal Boundaries:-

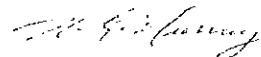
- a) The upper surface of the drywall on the uppermost ceilings and the extensions of the planes thereof;
- b) The upper surface of the concrete floor slab in the basement;
- c) In the attached garages, the lower boundary is the horizontal plane 1.0 metre above the footing of the basement foundation the location of which is shown on sheet 1 of the Description;
- d) In the attached garages the upper boundary is the lower surface of the roof truss chords and the extension of the planes thereof;
- e) In the vicinity of cantilever projections and first floor projections and transitions of concrete basement wall to stud wall the boundary shall be the lower line and face of the floor joists forming such projection, cantilever or transition;
- f) In the vicinity of the bay window on the ground floor the upper limit is the upper surface of the drywall at top of the bay window and the lower limit is the lower surface of the drywall at the bottom of the bay window area;
- g) In the vicinity of cantilever projections and second floor projections and transitions of the stud wall on the ground floor to the stud wall on the second floor the boundary shall be the lower line and face of the floor joists forming such projection, cantilever or transition and the upper surface of the drywall ceiling;
- h) In the vicinity of the fireplace on the ground floor, the lower limit is the horizontal plane of the top of the ground floor and the upper limit shall be the horizontal plane through the top of the metal firebox liner;
- i) In the vicinity of the skylights and/or atriums, the upper limit is the exterior surface of the glass panes or plastic material, (applicable to units: 2, 3, 6, 7, 10, 11, 14, 15, 16, 19, 20, 21, 22, 23).

Notwithstanding the foregoing, a unit shall not include such pipes, wires, cables, conduits, ducts, flues, shafts or utility lines used for power, gas, water, heating or drainage which are within any walls, floors or ceilings of the units and which provide service to more than one unit but the units shall include the fixtures, outlets and other facilities which are within the boundaries of the units and which service the units only.

SURVEYOR'S CERTIFICATE:-

I HEREBY CERTIFY that the above-noted boundaries correspond to the unit boundaries reflected on Part 1 Sheet 1 of the description.

H.R. FARLEY SURVEYING LTD.



Kenneth G. Murray, O.L.S.

DATED at Ottawa, June 25th, 1984.

12.

SCHEDULE "D"

All sums of money payable by the Corporation for the following:

snow clearing and removal /
insurance premiums /
electricity and water service for common areas
garbage disposal
maintenance and repair of common elements
legal, accounting managerial, engineering,
appraisal services and such other services
required to assist and enable the Corporation to
perform its duties.

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SCHEDULE "E"

1. Each owner shall have the exclusive use of the patio area situate adjacent to each unit being that portion of the common elements located by being numbered the same as the unit number followed by the affix "B" and shall have the exclusive use of the driveway area adjacent to the unit and numbered the same as the unit number followed by the affix "A", all as shown on Part 1, Sheet 2 of 2 of the description.

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SCHEDULE "F"

The Condominium Act, 1980

CONSENT UNDER CLAUSE B OF SUBSECTION 1 OF SECTION 3
OF THE ACT

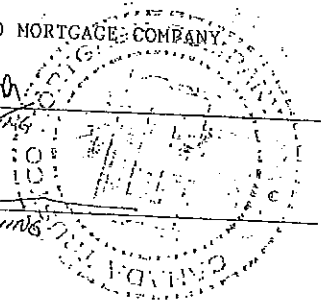
CANADA TRUSTCO MORTGAGE COMPANY having a registered mortgage within the meaning of Clause B of Subsection 1 of Section 3 of The Condominium Act, 1980, registered as Number 17322 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4 hereby consents to the registration of this declaration pursuant to The Condominium Act, 1980 against the land or interests appurtenant to the land described in the description.

DATED AT Ottawa this 7 day of December, 1984.

CANADA TRUSTCO MORTGAGE COMPANY

S. McNamee
AUTHORIZED SIGNING OFFICER

[Signature]
AUTHORIZED SIGNING OFFICER



[Signature]
SUPERVISOR OF TITLE

RUSSELL CONDOMINIUM CORPORATION NO. 6

BY-LAW NO. 1

Be it enacted as a by-law of Russell Condominium Corporation No. 6 (hereinafter referred to as the "Corporation") as follows:

ARTICLE ONE - DEFINITIONS

Section 1.01 Definitions. The terms used herein shall have ascribed to them the definitions contained in The Condominium Act, R.S.O. 1980, Chapter 84, hereinafter called "The Act", and the declaration.

ARTICLE TWO - SEAL

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

ARTICLE THREE - REGISTER

Section 3.01 Register. The Corporation shall keep a register (hereinafter called "the Register") respecting the property which shall note the name and address of the owner and mortgagee of each unit who have notified the Corporation of their respective interests in the property. 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 registered in the Office of Land Titles, unless the Corporation is given written notice of a different address by such owner or mortgagee.

ARTICLE FOUR - MEETING OF MEMBERS

Section 4.01 Annual Meeting. 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 statement required by the Act and the by-laws of the corporation, to be read at and laid before the members at an annual meeting, 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 fifteen (15) months shall elapse between the dates of two (2) successive annual general meetings. The first annual general meeting shall be called within three (3) months of the date of registration of the declaration and subsequently not more than fifteen (15) months after the holding of the last preceding annual meeting and at such meeting any owner or any mortgagee entitled to vote shall have an opportunity to raise any matter relevant to the affairs and business of the corporation.

Section 4.02 Special Meeting. The board or any mortgagee holding mortgages on not less than fifteen percent (15%) of the units shall have the power at any time to call a special meeting of the members of the Corporation to be held at such time and at such place within the said Municipality as may be determined by the board. The board shall also call such special meeting upon receipt of requisition in writing made by members of the Corporation who together own fifteen percent (15%) of the units within thirty (30) days of the receipt of such requisition. If the board does not within thirty (30) days from the date of such notice call such meeting, any of the owners or mortgagees who gave such notice may call such meeting which meeting shall be held within sixty (60) days from the date of the receipt of the requisition. The requisition shall state the nature of the business to be presented at the meeting and shall be signed by the requisitionists and deposited at the address of service of the Corporation.

Section 4.03 Notices. Notice of the time and place of each annual, regular or special meeting shall be given not less than ten (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 Record twelve (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. Notice of meetings as hereinbefore required shall have appended to it an agenda of matters to be considered at such meeting. The board shall, ten (10) days or more before each annual meeting of members send by prepaid mail or deliver to each owner or mortgagee entitled to vote, at his latest address as shown on the records of the Corporation, a copy of the financial statement and the auditor's report.

Section 4.04 Reports. A copy of the Minutes of meeting of members and of the board, shall, within ten (10) days of the date of such meeting, be furnished to any mortgagee who has requested the same.

Section 4.05 Persons Entitled To Be Present. The only persons entitled to attend a meeting of members shall be the owners and mortgagees entered on the Record, and any others entitled to vote thereat and the auditor of the Corporation and the directors and officers of the Corporation and others who, although not entitled to vote, are entitled or required under the provisions of The Act or the 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.

Section 4.06 Quorum. At any meeting of members, a quorum shall be constituted when persons entitled to vote and owning not less than thirty-three and one-third percent (33-1/3%) of the common elements are present in person or represented by proxy at such meeting. If thirty (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.

Section 4.07 Right to Vote. At each meeting of members, every member shall be entitled to vote subject to the restriction of Paragraph 4.13 herewith set out who is entered on the Register 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 and the person who mortgaged such

unit (or his proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the member to vote in respect of such unit and such mortgagee has at least two (2) days before the date specified in the notice for the meeting notified the member of the Corporation of his intention to exercise such right such mortgagee shall be entitled to vote. Any dispute over the right to vote shall be resolved by the chairman of the meeting upon such evidence as he may deem sufficient. Each member or mortgagee shall be entitled to only one (1) vote per unit either on a vote by ballot or by a show of hands.

Section 4.08 Method Of Voting. At any general or special meeting, any question shall be decided by a show of hands unless a poll is demanded by a member present in person or by proxy, and unless a poll is so demanded a declaration by the Chairman that such question has by the show of hands been carried is prime facie proof of the fact without proof of the number or proportion of votes recorded in favour of or against such question, but a demand for a poll may be withdrawn; provided however, that voting for the election of directors shall be by ballot only.

Section 4.09 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 of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the members of the Corporation and may vote in the same manner and to the same extent as such member. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of paragraph 10 of this Article shall apply.

Section 4.10 Proxies. Every member or mortgagee entitled to vote at meetings of members may by 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 same 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.

A.

Section 4.11 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, they shall vote in the same way, failing which the vote for such unit shall not be counted.

Section 4.12 Votes To Govern. At all meetings of members every question shall, unless otherwise required by The Act or the declaration or by-laws be decided by a majority of the votes as defined in sub-section 7 of this section, duly cast on the question.

Section 4.13 Entitled To Vote. Unless the requirement in connection with the specific matter upon which the vote is being taken stipulate that the resolution must be unanimous no member is entitled to vote at any meeting if any contributions to the Corporation payable in respect of his unit are in arrears for more than thirty (30) days prior to the meeting.

ARTICLE FIVE - THE CORPORATION

Section 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 administering the common elements and the assets of the Corporation;
- (b) collecting of the common element charges from the owners and the establishment of one or more Reserve Funds as required by the Act;
- (c) obtaining and maintaining insurance for the property as may be required by the declaration or by-laws;
- (d) repairing and restoring the common elements in accordance with the provisions of The Act, the declaration and by-laws;
- (e) maintaining adequate records of the financial affairs of the Corporation;

- (f) preparing a budget annually and causing audits to be made after every year end and making auditors' statements available to the owners and mortgagees;
- (g) supplying heat and hydro to the common elements;
- (h) effecting compliance by the owners with the Act, the declaration, the by-laws and the rules; and
- (i) generally performing its obligations under the Act.

Section 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 and regulations concerning the operation and use of the common elements;
- (c) employing a manager at a compensation to be determined by the board, to perform such duties and services as the board shall authorize, subject to ratification by a by-law of the Corporation;
- (d) obtaining and maintaining fidelity bonds when obtainable in such amounts as the Board may deem reasonable for such officers, directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- (e) investing reserves held by the Corporation, provided that such investments shall be those permitted by The Trustee Act, R.S.O. 1980, Chapter 512 and convertible in cash in no more than ninety (90) days;
- (f) 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;
- (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 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 common expenses, subject to approval of each such borrowing or loan by the unit owners at a meeting duly called for the purpose;

- (h) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation, whether or not the same is authorized by any law, present or future for the investment of trust funds;
- (i) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the Corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing;
- (j) to lease any part or parts of the common elements except such over which any owner has the exclusive use as agent of the owners.

ARTICLE SIX - BOARD OF DIRECTORS

Section 6.01 Affairs Of The Corporation. The affairs of the Corporation shall be managed by the board.

Section 6.02 Quorum. Until changed by a by-law, the number of directors shall be three (3) of whom two (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.

Section 6.03 Qualifications. Each director shall be eighteen (18) or more years of age and need not be a member of the Corporation. No undischarged bankrupt or mentally incompetent person shall be a director and if a director becomes a bankrupt or a mentally incompetent person he thereupon ceases to be a director.

Section 6.04 Consent. No election or appointment of a person as a director shall be effective unless:

- (a) he consents in writing to act as a director before his election or appointment or within ten (10) days thereafter, or
- (b) he was present at the meeting when he was elected or appointed and did not refuse at that meeting to act as a director.

Section 6.05 Election And Term.

- (a) The directors of the Corporation elected at the first meeting of the members held to elect directors shall hold office until the next annual meeting of the members or the meeting of members set out in subparagraph (b) of the within clause whichever event first occurs.
- (b) The board elected at a time when the Declarant owns a majority of the units shall, not more than twenty-one (21) days after the Declarant ceases to be the registered owner of a majority of the units, call a meeting of the members of the Corporation to elect a new board of directors, and such meeting shall be held within twenty-one (21) days after the calling of the meeting. If the meeting referred to above is not called within the time provided for, any member of the Corporation, or any mortgagee or chargee entitled to vote may call the meeting.
- (c) At the meeting referred to in sub-paragraph (b) above, the directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the said meeting of the members held to elect directors, one (1) director shall be elected to hold office for a term of one (1) year; one (1) director shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the board prior

to the expiration of their respective terms, and shall be replaced at a meeting of members called for that purpose, the director or directors receiving the greater number of 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 three (3) years.

Section 6.06 Filling Of Vacancies And Removal Of Directors.

- (a) If a vacancy in the membership of the board occurs, other than by way of removal by the members or as a result of the number of directors being increased, subject to subparagraph (c) of this paragraph 6, the majority of the remaining members of the board may appoint any person qualified to be a member of the board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election by the members.
- (b) Where the number of directors is increased, the vacancies resulting from such increase shall only be filled by election at a meeting of the members duly called for that purpose.
- (c) When there is not a quorum of directors in office, the director or directors then in office shall forthwith call a meeting of members to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by a member.
- (d) Any director may be removed before the expiration of his term by a vote of members who together own a majority of the units and the members may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the board for the remainder of the term of the director removed.

Section 6.07 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 the President or any one (1) director may determine, and the Secretary shall call such meetings when directly

authorized by the President or by any two (2) directors. A quorum of directors may at any time call a meeting of the directors for the transaction of any business, the general nature of which is specified in the notice calling the meeting. Notice of any meeting so called shall be given personally, by ordinary mail or telegraph to each director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held, save that no notice of 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.

Section 6.08 Regular Meeting. 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 sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

Section 6.09 First Meeting Of New Board. The board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the meeting of members at which the directors of such board were elected, provided a quorum of directors be present.

Section 6.10 Interest Of Directors In Contracts. No director shall be disqualified by his office from contracting with the Corporation nor shall any contract or arrangement entered into by or on behalf of the Corporation with any director or any firm or Corporation in which any director is in any way interested be avoided, nor shall any director so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such director holding such office or of the fiduciary relationship thereby established provided that the provisions of sub-section 11 of this Section 6 are complied with.

Section 6.11 Declaration Of Interest. It shall be the duty of every director of the Corporation who is in any way, whether directly or indirectly, interested in a contract or arrangement

or proposed contract or arrangement with the Corporation to declare such interest and to refrain from voting in respect thereto; provided however, that such prohibition against voting shall not apply during such time as the Declarant who registered the declaration is represented on the board by two (2) or more directors.

Section 6.12 Protection Of Directors And Officers. No director or officer of the Corporation shall be liable for the acts, neglect or default of any other director or officer or for joining in any act for conformity or for 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, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation hereto, unless the same shall happen through his own dishonest or fraudulent act or acts.

Section 6.13 Indemnity Of Directors And Officers. Every director or officer of the Corporation and his heirs, executors and administrators and estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against:

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

except for dishonest or fraudulent act or acts.

ARTICLE SEVEN - OFFICERS

Section 7.01 Elected Officers. At the first meeting of the board after each such 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.

Section 7.02 Appointed Officers. From time to time the board shall appoint a Secretary and Treasurer and may appoint one or more Vice-Presidents, a General Manager and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may but need not be a member of the board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he may be known as Secretary-Treasurer.

Section 7.03 Term Of Office. In the absence of written agreement to the contrary the board may remove at its pleasure any officer of the Corporation.

Section 7.04 President. The President shall, when present, preside at all meetings of the members and of the board and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

Section 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 if one has been appointed save that the Vice-President shall not preside at a meeting or board or at a meeting of members who is not qualified to attend the meeting as a director or member, as the case may be. 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.

Section 7.06 General Manager. The General Manager if one be appointed shall have the general management and direction subject to the authority of the board and the supervision of the President, of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the board and to settle the terms of their employment and remuneration. The General Manager may be appointed to the board upon such term of employment and compensation that the board may approve.

Section 7.07 Secretary. The Secretary shall give or cause to be given all notices required to be given to the members, directors, auditors, mortgagees and all others entitled thereto; he shall attend all meetings of the directors and of the members and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; 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.

Section 7.08 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 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.

Section 7.09 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.

Section 7.10 Agents And Attorneys. The board shall have the power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

ARTICLE EIGHT - BANKING ARRANGEMENTS AND CONTRACTS

Section 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 persons 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, drawings, 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 banking to do any act or thing on the Corporation's behalf to facilitate such banking business.

Section 8.02 Execution Of Instruments. Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary or Treasurer or any other director. 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. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation the board may at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfer, contract or obligations of the Corporation may or shall be signed. Estoppel certificates of the Corporation shall be signed by at least one director.

ARTICLE NINE - FINANCIAL

Section 9.01 Financial Year. Until otherwise ordered by the board, the financial year of the Corporation shall end on the 31st day of December in each year or on such other day as the board by resolution may determine.

ARTICLE TEN - NOTICE

Section 10.01 Method Of Giving 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 noted in the Register, 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 or transmitted or recorded communication, to such address. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not a member shall be given or delivered to such person in the manner aforesaid to the address shown for him on the Record. 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 or 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.

Section 10.02 Notice To The Board Or Corporation. Any notice, communication or other document to be given to the board or 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. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

Section 10.03 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 ELEVEN - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 11.01 Duties Of The Board. All expenses, charges and costs of maintenance or replacement 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 proportions in which they are required to contribute to the common expenses as set forth in the declaration. The board shall from time to time and at least annually prepare a budget for the property and 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. In addition, the board shall provide in the annual budget a reserve fund for contingencies, working capital, deficits or replacements, which reserve fund shall be an asset of the Corporation. 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 such common expenses are based, to all owners and mortgagees entered on the Record.

Section 11.02 Owners' Obligations. Each owner shall be obliged to pay to the Corporation or as it may direct the amount of such assessment in equal monthly payments by post-dated cheques annually 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.

Section 11.03 Extraordinary Expenditure. 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 ten (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.

Section 11.04 Default In Payment Of Assessment.

- (a) Arrears of payments required to be made under the provisions of this Section Eleven shall bear interest at the rate of one per cent (1%) over the prime rate established by The Royal Bank of Canada per annum and shall be compounded monthly until paid;
- (b) In addition to any remedies or liens provided by The Act, if any owner is in default in payment of an assessment levied against him, for a period of fifteen (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 all costs of such action including costs as between a solicitor and his own client.

ARTICLE TWELVE - DEFAULT

Section 12.01 Notice Of Unpaid Common Expenses. The board whenever so requested in writing by an owner or mortgagee entered on the Register, 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 thirty (30) days past due.

Section 12.02 Notice Of Default. The board when giving 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 Register, and who has requested that such notices be sent to him.

ARTICLE THIRTEEN - RULES AND REGULATIONS

Section 13.01 Rules And Regulations. The owners may from time to time make such rules or regulations or vary and demand such rules and regulations respecting the use of common elements for the purpose of preventing unreasonable interference with the use and enjoyment of the units and common elements.

ARTICLE FOURTEEN - MISCELLANEOUS

Section 14.01 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.

Section 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.

Section 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.

Section 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.

Russell Condominium Corporation No. 6 hereby enacts the foregoing by-law by the vote of its sole member who owns 100% of the common elements.

DATED at the City of Ottawa this 22nd day of March, 1985.

SIGNED, SEALED AND DELIVERED)
in the presence of)

) RUSSELL CONDOMINIUM CORPORATION
) NO. 6
)
) PER: *Norman Taylor*
) President
)
) PER: *Betty Brown*
) Secretary
)
)

BY-LAW NO. 2

Be it enacted as a by-law of Russell Condominium Corporation No. 6 (the "Corporation") as follows:

The Declaration of the Corporation registered in the Land Registry Office for the Land Titles Division of Russell No. 50 as Number 20836 is amended as follows:

1. Paragraph V is amended by deleting therefrom the following words:

Notwithstanding the said Schedule "D", to the end that the Corporation not incur large unfunded financial obligations or a large indebtedness without the specific consent of the owners, common expenses exclude monies required to be raised:

- (a) to pay for any undertaking which costs more than Ten thousand dollars (\$10,000.00) and is not required by law, or
- (b) to repay or pay the costs of any borrowing of money which is in excess of Five thousand dollars (\$5,000.00) or raises the outstanding indebtedness of the Corporation to more than Ten thousand dollars (\$10,000.00),

unless the undertaking and its cost or the borrowing and its cost, respectively as the case may be, have received separate approval by a majority of the owners at a meeting duly called for obtaining such approval.

2. Paragraph VI is deleted and the following substituted therefor:

The address for service of the Corporation shall be:

Suite 100 - 187 Lyon Street,
Ottawa, Ontario
K1R 7Y1

and the mailing address of the Corporation shall be:

P.O.Box 5152
Station "F"
Ottawa, Ontario
K2C 3H8

or such other address as the Board of Directors may determine by resolution.

3. Subparagraph VII(b) is deleted.

4. A new paragraph VII A is added as follows:

VII A Use and Occupation of Units

- (a) The units shall be occupied and used for residential purposes as defined by and in conformity with the zoning by-laws of the Corporation of The Township of Cumberland and for no other purpose.
- (b) Notwithstanding any by-law or rule of the Corporation to the contrary, the Declarant pursuant to its ongoing marketing programme, or anyone else while owning and seeking to sell 10% or more of the units, shall be entitled to erect and maintain signs, displays and sales areas for

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marketing, rental and sales purposes including a sales and/or rental office and models for display and sales purposes relating to units of the property, upon the common elements and within or outside any unsold units, at such location and having such dimensions as the Declarant or such other person, as the case may be, may determine in its sole discretion. Other than for these purposes no signs may be erected on the common elements. Until such time as all the units have been sold and conveyed by the Declarant, the Declarant, its sales personnel, agents, invitees and tenants shall be entitled to use the common elements for access to and egress from the units including model suites, rental and/or sales offices and to show the common elements to prospective purchasers and tenants of units of the Corporation. The Declarant is entitled (until such time as all such units have been sold and conveyed by the Declarant) to rent, lease or renew leases for any unsold unit or units for such period or periods as are permitted by the Act, or to use any unoccupied unit for purposes incidental to the sale, conveyance and/or rental of the balance of the units.

So long as the Declarant owns one or more units, the Corporation shall take no action which, in the Declarant's opinion, would adversely affect the Declarant's marketing programme with respect to the units of the Corporation.

Notwithstanding anything herein or any rule or regulation of the Corporation to the contrary, the Declarant as well as any company affiliated with the Declarant, or other person approved in writing by the Declarant shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer units owned by the Declarant or such person, as the case may be, for any period and under any terms to any tenants, purchasers or transferees without the consent of any person including the Corporation being required. Further, so long as the Declarant owns any units of the Corporation neither the Board nor the Corporation shall have the right to pass by-laws or rules or to regulate, in any manner, the sale, lease, rent or transfer of such units or the use and enjoyment of the tenants of units of the property or to pass any by-law or rules which in any way discriminate against tenants of units of the property. For example, and not by way of limitation, the Board shall be prohibited from taking any of the following actions:

- (1) Requiring that the proposed form of lease to be entered into for any such units be approved.
- (2) Requiring that a representative of the Corporation supervise the tenant's move into such unit.
- (3) Requiring that the proposed tenant be interviewed or otherwise approved by representatives of the Corporation.
- (4) Requiring that any fees be paid by the tenant or the owner of such unit in connection with the lease.

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(5) Requiring that the tenant's move into such unit be limited to certain hours or days.

It is the intent of this paragraph that neither the Corporation nor the Board shall interfere with the sale, lease, rent or transfer of such units by the Declarant. Accordingly, any rule or regulation adopted either by the Board or the Corporation which is inconsistent with the intent of this paragraph shall be null and void. The costs of any action concerning the enforcement of any rights hereunder shall be borne by the party against whom a judgment is rendered. The Declarant (and any person or affiliated company designated by the Declarant as above provided) shall at all times act fairly and reasonably in its exercise of the rights reserved by this subsection.

(c) No owner of a unit, other than the Declarant, shall lease the unit unless an agreement is executed by the tenant and delivered to the Corporation to the following effect:

"I covenant and agree that I, the members of my household, my guests and my invitees from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the by-laws and all rules and regulations of the condominium Corporation, during the term of my tenancy."

5. Subparagraph IX(b) is deleted and the following substituted therefor:

(b) Each owner shall be responsible for all damages to any and all other units and to the common elements, which are caused by the negligence of the owner, the owner's agents, tenants, invitees or anyone authorized by the owner or the failure of the owner to maintain and repair his or her unit, save and except for any such damage to the common elements and other units for which the cost of repairing same may be recovered under any policy or policies of insurance held by the Corporation.

6. Subparagraph IX(c) is deleted and the following substituted therefor:

(c) The Corporation shall maintain at the Corporation's expense all portions of the common elements, save and except that each unit owner shall be responsible for the replacement of any exterior light bulbs on light fixtures affixed to a part of the common elements immediately adjacent to the unit owner's unit and the electricity to which is paid for directly by the unit owner.

7. Subparagraph IX(e) is deleted and the following substituted therefor:

(e) The Corporation shall keep a set of the Declarant's architectural plans together with the plans and specifications of any alterations from time to time made to the common elements or the units. All the plans referred to in this subparagraph may be inspected by any owner or

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mortgagee on reasonable notice and at any reasonable time.

8. Subparagraph IX(f) is amended by deleting the reference to the rate of interest of "eighteen percent (18%) per annum" and substituting therefor "the prime interest rate of the Bank of Canada plus 5% per annum".
9. A new subparagraph IX(g) is added as follows:

IX(g) Repairs to Parking Spaces. In the event repairs are required to the asphalt of a driveway for any reason whatsoever including without limitation as a result of spills or leakages, the cost of said repairs shall be charged back to the owner who has the exclusive use thereof and shall be deemed to be additional contributions to the common expenses and recoverable from the owner as such.
10. Paragraph IX on page 4 entitled "Insurance Trustee" is renumbered as paragraph "IX A".
11. Subparagraph X (3) is amended by deleting the reference to "Clause IX" and substituting therefor the reference to "Clause IX A".
12. Paragraph XIII is amended by:
 - (a) adding in the first line following the words "The Corporation" the words "or any insurer of the property";
 - (b) adding in the second line following the words "any unit" the words "or the part of the common elements over which the owner or occupant has the exclusive use"; and
 - (c) adding a sentence at the end thereof as follows:

Notwithstanding the foregoing, the Corporation shall have the right to enter the exclusive use common elements for the purposes of performing regular maintenance without notice; provided that, if access to such exclusive use common elements is prohibited or obstructed for any reason whatsoever, the Corporation shall not be liable for its failure to perform such maintenance. Further, notwithstanding the right of entry herein, the Corporation assumes no responsibility or liability for the care or supervision of any unit, except as specifically provided for in the declaration and the by-laws of the Corporation.
13. Schedule "D" of the Declaration is deleted and the following substituted therefor:
 - snow clearing and removal on the common elements,
 - insurance premiums,
 - electricity and heat for common areas and water service for common areas and individual units,

- garbage disposal,
- maintenance and repair of common elements,
- payment of any remuneration including fees and disbursements payable pursuant to any management contract which may be entered into between the Corporation and a manager,
- legal, accounting, engineering, appraisal services and such other services required to assist and enable the Corporation to perform its duties,
- all sums of money assessed by the Corporation to be set aside in a reserve fund and to be applied from time to time, in whole or in part, in the absolute discretion of the Corporation to the payment of any expenses the Corporation deems necessary or desirable for the performance of the objects and duties of the Corporation.

Witness the seal of the Corporation duly affixed by the authorized officers of the Corporation at Ottawa this 24th day of November, 1990.

RUSSELL CONDOMINIUM CORPORATION NO. 6

Per: [Signature]

Name: Alan Gainsbury

Title: President

Per: [Signature]

Name: Linda Hatt

Title: Secretary

We have the authority to bind the Corporation.

BY-LAW NO. 3

Be it enacted as a by-law of Russell Condominium Corporation No. 6 (the "Corporation") as follows:

1. By-law No. 1 of the Corporation is amended as follows:
 - (a) Section 4.06 is deleted and the following substituted therefor:

At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than 33 1/3% percent of the units are present in person or represented by proxy at such meeting. If thirty (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 three (3) weeks following the date of the meeting, at such place within the said municipality as the board shall determine.
 - (b) Section 4.09 is amended by replacing the reference to section 4.10 with section 4.11.
 - (c) Section 5.01(g) is deleted and the following words substituted therefor: "supplying water, heat and hydro to the common elements and water to the individual units".
 - (d) Section 5.02(g) is amended by deleting therefrom the words "subject to approval of each such borrowing or loan by the unit owners at a meeting duly called for the purpose".
 - (e) Section 6.02 is amended by providing that, the number of directors shall be five (5) of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the board.
 - (f) Section 6.05 (c) is deleted and the following substituted therefor:

At the meeting referred to in subparagraph (b) above, the directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the said meeting of the owners held to elect directors, three (3) directors shall be elected to hold office for a term of one (1) year and two (2) directors shall be elected to hold office for a term of two (2) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the Board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director or directors receiving the greater number of 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 two (2) years.

- (g) The reference to one (1) director in the first sentence of Section 6.07 is replaced with two (2) directors and in all other respects Section 6.07 shall remain the same.
- (h) Article Six is further amended by adding Section 6.14 as follows:

6.14 Purchase of Directors and Officers Insurance. The Corporation may purchase and maintain insurance for the benefit of a director or officer thereof except against a liability, cost, charge or expense of the director or officer incurred as a result of a dishonest or fraudulent act.

- (i) Section 7.05 is amended by deleting the words "save that the vice-president shall not preside at a meeting or board or at a meeting of members who is not qualified to attend the meeting as a director or member, as the case may be" and, substituting therefor the words "save that the vice-president shall not preside at a meeting of the board or at a meeting of owners if the vice president is not qualified to attend the meeting as a director or owner, as the case may be".
- (j) Section 8.02 is amended by deleting the last two sentences thereof and substituting the following therefor:

Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation the board may at any time or from time to time direct the manner in which and the person or persons by which any particular deed, transfer, contract, obligation or certificate or any class of deeds, transfers, contracts, obligations or certificates of the Corporation may or shall be signed.

- (k) Section 9.01 is amended by deleting the words "the 31st day of December" and substituting therefor the words "the 30th day of April".
- (l) Subsection 11.04(a) is amended by changing the interest rate from the prime rate established by The Royal Bank of Canada plus 1% to the prime rate established by the Bank of Canada plus 5%.
- (m) Subsection 11.04(b) is deleted and the following substituted therefor:

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 fifteen (15) days, then such amount together with the balance of the most recent assessment shall accelerate and

immediately become due and payable, and 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 all costs of such action including costs as between a solicitor and his own client.

(n) Article Thirteen is amended by adding Section 13.02 as follows:

13.02 The rules and regulations attached hereto as Schedule "A" shall be observed by the owners and occupants of the units.

Russell Condominium Corporation No. 6 hereby enacts the foregoing by-law by the vote of its sole owner which owns 100% of the common elements.

Dated at Ottawa this 27th day of November, 1990.

RUSSELL CONDOMINIUM CORPORATION NO. 6

Per: [Signature]

Name: Alan Gainsbury

Title: President

Per: [Signature]

Name: Linda Hatt

Title: Secretary

We have the authority to bind the Corporation.

BY-LAW NO. 4

Be it enacted a by-law of Russell Condominium Corporation No. 6 (the "Corporation") as follows:

1. That the Corporation be and is hereby authorized to enter into the following agreements:

- (a) A Property Management Agreement with Minto Management Limited dated the 16th day of November, 1990.
- (b) An Insurance Trust Agreement with Central Guaranty Trust Company dated the 16th day of November, 1990.

Russell Condominium Corporation No. 6 hereby enacts the foregoing by-law by the vote of its sole owner which owns 100% of the common elements.

Dated at Ottawa this 27th day of November , 1990.

RUSSELL CONDOMINIUM CORPORATION NO. 6

Per: [Signature]

Name: Olan Sainsbury

Title: President

Per: [Signature]

Name: Linda Hatt

Title: Secretary

We have the authority to bind the Corporation.

Schedule "A"

RUSSELL CONDOMINIUM CORPORATION NO. 6

BY-LAW NO. 5

BE IT ENACTED as By-Law No. 5 of RUSSELL CONDOMINIUM CORPORATION NO. 6 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I.
DEFINITIONS**

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

**ARTICLE II.
MEETINGS OF OWNERS**

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

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

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

(4) Voting:

- (a) Voting at meetings of owners shall be by show of hands, unless a person entitled to vote at the meeting requests a recorded vote.
- (b) At a meeting of owners, a person entitled to vote at the meeting may request that a recorded vote be held on any item scheduled for a vote, either before or promptly after the vote. A recorded vote can be either a poll, a secret ballot (in which case the voter is not identified on the ballot) or an open ballot (in which case the voter is identified on the ballot). When a recorded vote is requested, the meeting shall decide, by ordinary resolution, whether the recorded vote shall be by way of a poll, a secret ballot or an open ballot. A request for a recorded vote may be withdrawn.
- (c) On any vote by a show of hands, a declaration by the Chairperson that the vote on the question has been carried, or carried by a particular majority, or defeated, is, in the absence of any contradictory evidence, proof of the fact without proof of the number of votes recorded in favour of or against the question.
- (d) Votes may be cast either personally or by proxy, in accordance with the Act. The instrument appointing a proxy shall be filed with the Chairperson of the meeting before any vote is cast under its authority. The Chairperson shall resolve any issue respecting the validity of a proxy.

(5) Chairperson:

- (a) Subject to paragraph (b) below, the Chairperson for any meeting of the owners shall be determined by resolution of the Board, or failing any such resolution, shall be: the President of the Corporation, or if the President is unable or unwilling to chair the meeting, the Vice-President of the Corporation.
 - (b) Provided, however, that any other person may be chosen to chair the meeting by ordinary resolution of the meeting.
- (6) Right to Vote: All voting by owners shall be on the basis of one vote per unit. The right of persons to vote at meetings of owners is determined by the Act. Any dispute respecting the right of a person to vote shall be decided by the Chairperson of the meeting, upon such evidence as the Chairperson may deem sufficient.
- (7) Co-Owners: Where the voting rights for a unit are shared by two or more persons (for example, there are two or more owners of the unit), any one or more of those persons may exercise the vote for the unit. Provided, however, that if two or more of those persons decide to exercise the vote, the provisions of the Act shall determine how the vote is to be counted.

**ARTICLE III.
BOARD OF DIRECTORS**

- (1) Number and Quorum: The Corporation shall have a Board of five (5) Directors. A quorum for the transaction of business at a meeting of the Board shall be three (3) Directors.
- (2) Qualifications:
- (a) 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.
 - (b) A person immediately ceases to be a Director if the person is an owner and any contributions payable in respect of the owner's unit have been in arrears for 30 days.

(c) Directors need not be owners. However, a person who does not meet the qualifications in paragraph (d) may be nominated for election to the Board only if the number of nominees meeting the qualifications in paragraph (d) is less than the number of vacancies to be filled at that election.

(b) As described in paragraph (c), for purposes of nominations for election to the Board, priority is given to persons meeting the following qualifications: An owner, the spouse of an owner, or the nominee of a limited company that is an owner or co-owner. Provided, however, that if a unit has more than one owner, only one of those owners may be a member of the Board at any time.

(3) Election and Term:

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

<u>Number of Directors</u>	<u>Year of Expiration of Term</u>
1	2004
2	2005
2	2006

(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 VII of this by-law.

(d) A meeting of the Directors may be held by teleconference or another form of communications system that allows the Directors to participate concurrently, provided all Directors of the Corporation consent to the means used for holding the meeting.

(e) The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time for such regular meetings shall be sent to each Director, but no other notice shall be required for any such meeting.

- (f) No notice of a meeting shall be necessary if all the Directors are present and consent to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.
- (5) Indemnification of Directors: Every Director and every Officer of the Corporation and the person's heirs, executors, administrators, estate trustees and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:
- (a) any liability and all costs, charges and expenses that the Director or Officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against the person for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office; and
 - (b) all other costs, charges and expenses that the person sustains or incurs in respect of the affairs of the Corporation.

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

ARTICLE IV. OFFICERS

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

he/she shall perform such other duties as may from time to time be prescribed by the Board.

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

ARTICLE V. BANKING ARRANGEMENTS & EXECUTION OF DOCUMENTS

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

ARTICLE VI. FINANCIAL YEAR

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

ARTICLE VII. NOTICE

- (1) Board Meetings: Notices of Board meetings shall be given in the manner set out in the Act.
- (2) Owner's Meetings: Notices of Owner's meetings shall be given in the manner set out in the Act.
- (3) Other Notices by the Corporation: Subject to the Act, any other notice, communication or document required to be given or delivered by the Corporation shall be sufficiently given by delivering it personally, or delivering it to the address noted for the addressee in the record of names and addresses kept by the Corporation in accordance with the Act, or by sending it by ordinary mail, courier delivery, facsimile transmission or electronic communication addressed to the addressee at the latest address shown in the records of the Corporation for the addressee.
- (4) Notice to the Board or Corporation: Subject to the Act, any notice, communication or document to be given to the Board or the Corporation shall be sufficiently given if sent by ordinary mail addressed to it at the address for service of the Corporation set out in the records of the Corporation.
- (5) When Notice Effective: Any notice delivered by mail shall be deemed to be received and effective on the date it is deposited in a post office or public letter box. All other notices shall be effective on the date they are sent.

- (6) Omissions and Errors: The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

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

- (1) Duties of the Board: The Board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners entered in the record kept pursuant to the Act.
- (2) Duties of the Owners: Each owner shall be obligated to pay to the Corporation, or as it may direct, the amount of such assessment as follows:
- (a) The owner's monthly common expenses shall be paid in advance on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner.
 - (b) Prior to the commencement of each fiscal year of the Corporation, each owner shall furnish to the Corporation a set of twelve post-dated cheques, or shall arrange for pre-authorized payments, on a system run by the Corporation, if the Corporation offers this service, covering the standard monthly payments due by the owner during the fiscal year on account of common expenses, or in order to facilitate collection shall pay the monthly payments in such other manner as may be directed by the Corporation.
- (3) Special Assessments: The Board may make special assessments when the Board does not have sufficient funds to meet expenditures which have been incurred or which it is anticipated will be incurred. Notice of any such special assessment shall include a written statement setting out the reasons for the assessment and the assessment shall be payable by each owner within ten (10) days after the owner has been given notice of the assessment or within such further period of time and in such instalments as the Board may determine.
- (4) Default:
- (a) Arrears of any payments required to be made to the Corporation under the provisions of this Article or under the provisions of the Act shall bear interest at the rate of twelve percent (12%) per annum and shall be compounded monthly until paid. For each late payment or non-payment of common expenses (whether related to a monthly payment or a special assessment), there shall be added to the amount owing with respect to the particular unit an administration fee of \$25.00, or such other amount as may be determined by resolution of the Board.
 - (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of any assessment levied against him/her, the Board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount found due all costs of such solicitor as between a solicitor and his/her own client and such costs shall be collectible against the defaulting owner in the same manner as common expenses.
 - (c) All payments upon account of common expense arrears shall be first applied to the arrears which were first due with respect to the particular unit.

**ARTICLE IX.
POWERS OF THE CORPORATION**

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

- (1) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made by 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 the unit owners at a meeting duly called for the purpose if the expenditure is not listed in the Corporation's budget for the current fiscal year and where such borrowing exceeds five thousand dollars (\$5,000.00);
- (3) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation;
- (4) to lease any part or parts of the common elements, or grant a licence or easement over any part or parts of the common elements, except such over which any owner has the exclusive use;
- (5) to employ a manager, and such other persons as the Board considers advisable, on terms acceptable to the Board, to assist the Corporation in the fulfilment of its objects and duties;
- (6) to appoint committees comprised of such persons (not necessarily owners) as the Board may from time to time determine, to carry out such tasks or functions as may be determined by the Board;
- (7) to obtain and maintain fidelity bonds, where obtainable, for Directors, Officers, any manager and any employees of the Corporation handling or responsible for the Corporation's moneys or securities. The premiums on any such bonds shall be paid by the Corporation.

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

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

**ARTICLE XI.
INDEMNIFICATION BY OWNERS**

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

**ARTICLE XII.
UNIT INSPECTIONS**

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

- (1) Entry: The Corporation may enter any unit, upon reasonable notice, in order to carry out the 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 may conduct "regular inspections" of the common elements as follows:

The Corporation may conduct scheduled inspections and maintenance at pre-determined intervals each year. These inspections may be 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;
 - (b) Give notice of the condition to the owner of the unit;
 - (c) Take such other steps as the Board of Directors deems appropriate;
 - (d) All costs incurred by the Corporation in relation to such inspection and in ensuring that any unacceptable condition is rectified shall be added to the owner's common expenses and collected as such.

However, the owner of the unit, including any purchaser of the unit, shall be entirely and exclusively responsible for any such condition whether or not the condition has been detected by the Corporation, whether or not the Corporation has given any notice of the condition to the owner or to the purchaser, and whether or not the Corporation has taken any other steps related to the condition. In other words, no steps taken by the Corporation hereunder shall relieve the owner, including any purchaser of the unit, from full responsibility for the condition of the unit and any modifications made to the unit or the common elements by any owner of the unit, including any prior owner of the unit. It is the duty of every owner to make or arrange all necessary inspections in order to ascertain the condition of the unit and any such modifications to the common elements and then to take any appropriate corrective action.

**ARTICLE XIII.
NOTICE TO CORPORATION OF DEFECTS, SYMPTOMS OR ACCIDENTS**

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

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

**ARTICLE XIV.
REPEAL OF BY-LAW NOS. 1, 3 AND 4**

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

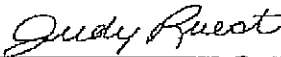
**ARTICLE XV.
MISCELLANEOUS**

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

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

DATED this 30th day of June, 2004.

RUSSELL CONDOMINIUM CORPORATION NO. 6


Print Name: JUDY RUEST
Print Title: SECRETARY

I have authority to bind the Corporation.

Version 9 – February 2003

<p>© All rights reserved. This document was prepared by Nelligan O'Brien Payne LLP for RCC #6 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium. Please note: The form from which this document was prepared is regularly revised and updated.</p>
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Schedule "A"

RUSSELL CONDOMINIUM CORPORATION NO. 6

BY-LAW NO. 6

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

ARTICLE I
DEFINITIONS

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

ARTICLE II
SECTION 105(3) OF THE ACT

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

ARTICLE III
INSURANCE DEDUCTIBLES

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

- (4) Any amounts owing to the Corporation by a unit owner by virtue of the terms of this by-law shall be added to the common expenses payable by such unit owner and shall be collectible as such, including by way of condominium lien.
- (5) Each owner shall obtain and maintain insurance, including personal liability insurance, covering the owners' risks as set forth in this by-law.
- (6) The 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 30th day of June, 2004.

RUSSELL CONDOMINIUM CORPORATION NO. 6


Print Name: JUDY PRIEST
Print Title: SECRETARY

I have authority to bind the Corporation

Version 5 - March, 2002

All rights reserved.

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

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

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Schedule "A"

RUSSELL CONDOMINIUM CORPORATION NO. 6

BY-LAW NO. 7

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

BE IT ENACTED as By-Law No. 7 (being a by-law respecting dispute resolution procedures) of Russell Condominium Corporation No. 6 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I
DEFINITIONS

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

ARTICLE II
APPLICATION OF THESE PROCEDURES

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

ARTICLE III
MEDIATION PROCEDURES

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

The mediator shall be given a copy of this by-law.
4. **Mediation Deemed to Fail:** If the parties are unable to agree upon a mediator or otherwise fail to appoint a mediator, the mediation will be deemed to have failed sixty (60) days after the Notice of Dispute was delivered, or such earlier date as the parties may agree.

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

ARTICLE IV ARBITRATION PROCEDURES

1. **Failed Mediation:** If the mediation is deemed to have failed according to Article III paragraph 4, the dispute shall be submitted to arbitration sixty (60) days after the Notice of Dispute was delivered. If the Mediator's Report indicates that the mediation failed, the

dispute shall be submitted to arbitration within thirty (30) days after the Mediator's Report was delivered.

2. **Notice of Arbitration:** Any party to the dispute may submit the dispute to arbitration in accordance with this by-law by delivering to all other parties a Notice of Arbitration requiring the appointment of an arbitrator as described in paragraph 4 below.
3. **Application of the Arbitrations Act, 1991:** The provisions of the *Arbitrations Act, 1991*, as amended, or any successor legislation, shall apply to the arbitration except where a provision of this by-law provides otherwise.
4. **Selection of Arbitrator:** The parties shall agree upon an arbitrator within seven (7) days of the delivery of the Notice of Arbitration.

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

The arbitrator shall be given a copy of this by-law.
5. **Time and Place for Arbitration:** The arbitrator shall set the date, time and place for the arbitration hearing after consultation with the parties. The arbitration hearing shall be scheduled for the earliest date which is reasonably suitable to all parties.
6. **Arbitration Brief:** Each party shall deliver to the other parties and to the arbitrator no later than five (5) days prior to the date of the arbitration hearing, written statements setting out the issues in dispute, the party's position on each issue, and the relief sought.
7. **Required Disclosure:** The parties shall exchange all documents on which they will rely at the arbitration no later than seven (7) days prior to the arbitration hearing. Documents not produced within that time frame may only be used at the arbitration hearing with the leave of the arbitrator.
8. **Procedural Matters:** The parties agree that the arbitrator shall rule on all procedural matters arising before the arbitration hearing date. All such matters shall be submitted to the arbitrator in writing. The arbitrator shall provide a brief written award within three (3) days of the receipt of the parties' submissions. No hearing on these matters shall be permitted, unless specifically requested by the arbitrator.
9. **Rules of Evidence:** The arbitrator shall apply the laws of evidence as if the hearing were a trial in the Ontario Superior Court of Justice, subject to the following provisions:
 - a) The arbitrator shall accept oral or written evidence as the arbitrator in its discretion considers proper, whether admissible in a court of law or not.
 - b) The parties may rely on photocopies of originals.
 - c) No notice under the *Evidence Act* is required for business records.
 - d) Expert reports, if any, shall be delivered to the other party at least seven (7) days prior to the date of the arbitration hearing.
 - e) The parties shall be permitted to present oral evidence only if a signed will-say statement is delivered to all parties at least seven (7) days prior to the arbitration hearing date. The will-say statement must include the name and address of the witness as well as an outline of the evidence to be presented. If this requirement is not met, the oral evidence will only be permitted with the leave of the arbitrator.
10. **Offers to Settle:** Rule 49 of the Rules of Civil Procedure or its successor, applies to these proceedings subject to the following provision: An offer to be effective must be delivered to the other party or parties no later than seven (7) days before the date of the arbitration hearing.

11. **Costs of Arbitration:** The arbitrator shall allocate the obligation to pay the costs of the arbitration amongst the parties. The allocation shall be at the absolute discretion of the arbitrator; however, the arbitrator in making an award of costs shall consider the conduct of the parties including the efforts of the parties to proceed with haste, and any offers to settle. Any amounts held to be payable by an owner or a tenant may be paid by the Corporation and then shall be added to the common expenses for the unit and collectible as such, including by way of lien in accordance with the Act.
12. **Arbitral Award:** The arbitrator shall render a decision, together with written reasons, as soon as reasonably possible, and in any case, no later than thirty (30) days after the final submissions of the parties. The arbitrator shall deliver a copy of the decision and reasons to each of the parties to the dispute. 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.

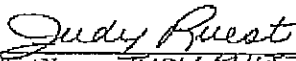
**ARTICLE VI
MISCELLANEOUS**

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 30th day of June, 2004.

RUSSELL CONDOMINIUM CORPORATION NO. 6


Print Name: JUDY RUEST
Print Title: SECRETARY

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 RCC #6 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

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

Schedule "A"

RUSSELL CONDOMINIUM CORPORATION NO. 6

BY-LAW NO. 8

BE IT ENACTED as By-Law No. 8 (being a by-law respecting common element modifications) of RUSSELL CONDOMINIUM CORPORATION NO. 6 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

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

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

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

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

**ARTICLE III
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:

5. No modification shall be made or kept except with the prior written approval of the Corporation, such approval to be at the sole discretion of the Board. The modification shall comply with all plans, drawings, specifications, colours and/or other requirements as may be approved in writing by the Board or as may be set forth in the By-laws, Rules or Policies of the Corporation. Furthermore, prior to proceeding with the modification, the owner shall obtain and provide to the Corporation such permits and professional certificates as may be requested in writing by the Board.
6. 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.

7. 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.
8. 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.
9. 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.
10. 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.
11. 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*.
12. 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.
13. The modification shall be carried out at the sole risk and expense of the owner.
14. Any notice required hereunder may be delivered as set out in the by-laws of the corporation.
15. All of these terms and conditions shall be binding upon the successors, assigns and transferees of the owner.
16. 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:

17. Central air conditioners in exclusive-use rear yard.
18. Satellite dishes.
19. Landscaping in exclusive-use rear yard.
20. Replacement of front door and installation of storm/screen doors.
21. Installation of fencing to enclose the exclusive-use rear yard.
22. All common element modifications made in connection with the installation of a gas fireplace using the existing chimney with an appropriate liner.
23. Mail boxes.
24. Outside light fixtures.
25. Municipal address numbers.
26. Decks in exclusive use areas.
27. Interlocking stone or patio stones.
28. Physical aids for the disabled.
29. Landscaping including planting of bushes and shrubs which may not grow taller than 2 meters, in exclusive use yard areas.

**ARTICLE V
ACKNOWLEDGEMENT**

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

**ARTICLE VI
PREVIOUS BY-LAWS**

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

**ARTICLE VII
MISCELLANEOUS**

30. 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.
31. 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

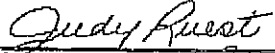
irrespective of the number of violations or breaches thereof which may occur.

32. 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.
33. 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 30th day of June, 2004.

RUSSELL CONDOMINIUM CORPORATION NO. 6


Print Name: JUDY AUEST
Print Title: SECRETARY

I have authority to bind the Corporation.

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

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

**
SCHEDULE "1"

Acknowledgement Respecting Modification to Common Elements

TO:

RUSSELL CONDOMINIUM CORPORATION NO. 6

("the Corporation")

FROM:

(please print name(s))

("the Owner")

WHEREAS:

34. The Owner is the registered owner of Unit _____, Level 1, Russell Condominium Plan No. 6.
35. 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.
36. The Owner wishes to carry out the following modification to the common elements:
- _____
(please print)
- ("the Modification")
37. The Modification is item number(s) _____ in Article IV of By-Law No. 8 of the Corporation.
38. (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. 8 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: _____

RUSSELL CONDOMINIUM CORPORATION NO. 6

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

Witness

Owner

Witness

Owner

Witness

Spouse (where required)

Schedule "A"

RUSSELL CONDOMINIUM CORPORATION NO. 6

BY-LAW NO. 9

BE IT ENACTED as By-Law No. 9 (being a by-law to define standard units) of Russell Condominium Corporation No. 6 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I
DEFINITIONS

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

ARTICLE II
GENERAL

- (1) The purpose of this by-law is to define the standard unit in this condominium, for the purpose of Section 99 of the Act (insurance).
- (2) Where the materials or specifications set out in this by-law are uncertain or incomplete, the standard unit specifications and materials shall be consistent with "Builder's Standard" construction. In the case of any dispute as to what constitutes "Builder's Standard", a comparison shall be had to the quality of the particular feature being offered by builders of comparable construction at the time of the damage.
- (3) The standard unit does not include features, which are part of the common elements. The Corporation's declaration determines which features are part of the common elements and which features are part of the units. To the extent that the attached schedule include features which are part of the common elements, they are included for reference and information purposes. They are not intended to be part of the standard unit.
- (4) Except as otherwise indicated in this by-law, the standard unit(s) shall include all features of the units mentioned in the declaration or shown in the description (including all registered architectural and structural drawings) of the condominium. In the case of any inconsistency between the declaration or description and the schedules to this By-Law, the schedules to this By-Law shall prevail.
- (5) All replacement materials and re-construction shall conform to the current Ontario Building Code, Ontario Fire Code, Ontario Electrical Safety Code, current Municipal regulations and by-laws, and all applicable bulletins in force. If any component of the standard unit must be upgraded or changed in order to comply with any applicable governmental regulation or code or other law applicable to the repair of insured damage or destruction, the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.
- (6) Where the schedules to this By-Law refer to specific brands of equipment or materials, this shall be deemed to include equivalent brands.
- (7) In this condominium, there are two (2) 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 Sheets 1 to 17 of 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	Model A	Units: 2, 3, 6, 7, 10, 11, 14, 15, 16, 19, 20, 21, 22 and 23, Level 1
2	Model B	Units: 1, 4, 5, 8, 9, 12, 13, 17, 18, 24, Level 1

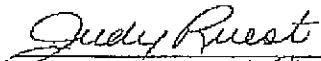
ARTICLE III
MISCELLANEOUS

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

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

DATED this 30th day of June, 2004.

RUSSELL CONDOMINIUM CORPORATION NO. 6


 Print Name: JUDY RUEST
 Print Title: SECRETARY.

I have authority to bind the Corporation.

Version 5.2 – February 2003

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

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

Schedule "1"
Russell Condominium Corporation No. 6
Specifications

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

SECTION ONE: GENERAL SPECIFICATIONS

Doors:	Hollow core interior door with plastic doorknob
Trim:	Solid pine trim painted with two coats of semi-gloss latex paint
Walls:	Drywall, primed and painted with two coats of latex paint
Ceilings:	8' Stipple on drywall ceilings (throughout except for Kitchen and Bathrooms which are drywall)

Electrical, Plumbing and Mechanical Systems:

- Central gas heating
- Common water metering system
- 40 Gal hot water heater (rental)
- 100 amp electrical panel
- Pre-wired for cable and phone
- Rough-in for dishwasher
- One hardwired smoke detector (located in second floor hallway)

SECTION TWO: INDIVIDUAL AREAS

Foyers

- Linoleum tile floor
- Coat closet with double sliding doors, one interior shelf and hanging rod
- Glass ceiling light fixture

Hallways

Main Floor Landing

- Hardwood (parquet) hallways from foyer and on stairs going from the main level down to and including the basement landing
- Wood handrail hooked on with metal brackets down into the basement.
- End Units only – wooden door with glass in the center separating the foyer and hallway
- Single light with glass fixture.

Unstairs

- Carpet with standard underlay in hallways and stairs from main floor upstairs and throughout upstairs bedrooms.
- Metal railings with wood handrail
- Linen closet has a single bi-fold louver door with a round metal handle (brushed brass). It contains 5 shelves in total painted same colors as walls.
- Single light with white glass fixture at the top of the staircase.

Living/Dining Room (Open concept)

- Parquet flooring
- Fireplace with raised ceramic tile hearth and screen, no mantel
- Direct switch to outlet in Living room (no fixture)
- 5 bulb glass calendebra in Dining room

Kitchen

- Vinyl sheet flooring
- Under cupboard fluorescent lighting (over the sink)

- Single bulb round glass fixture above sink and eating areas [End Units: have two boxed-in fluorescent lights above eating area]
- Standard dishwasher, refrigerator and stove
- Exhaust fan vented as per code requirements
- Kitchen cabinets are wood-looking melamine with metal burnished brass handles.
- Arbarite counter top with a backsplash of ceramic tile all around (including behind the stove)
- Ceramic tile countertop near the stove (approximately 3 tiles wide)
- Single stainless steel sink with separate hot and cold faucets on a single base

Bathrooms (Main, Ensuite and Powder Room)

- Ensuite and Powder Room contain: 1 standard toilet, 1 standard sink with cabinet and medicine cabinet with mirror, towel racks, toilet paper holder and lighting (see lighting description below)
- End Units: No fans in bathrooms
- Interior Units: Fans in all bathrooms without windows
- Vinyl sheet flooring
- Standard toilet
- Standard bathtub with shower curtain rod and single lever control faucet
- Melamine vanities in all 3 bathrooms, with metal burnished brass handles and arbarite countertops.
- Standard ceramic sink with a single base faucet and separate hot and cold handles
- Metal rimed white plastic cylinder light fixture over 2 light bulbs (Main bathroom has a 3-bulb fixture)
- Interior units -- Boxed in lighting with fluorescents in Powder Room
- Metal towel bar (ring style in Powder Rooms and bar style in remaining bathrooms) and metal toilet paper holders
- Painted metal medicine cabinets with mirrors in all bathrooms. Single mirror in Powder Room and Ensuite and large mirror with opening ends in Main Bathroom.

Master Bedroom

- Standard carpet with standard underlay
- Direct switch to outlet (no fixture)
- Walk-in closet with standard interior door, plastic door knob, three interior shelves (two shelves on one side of closet and one shelf on the other side of the closet). Below all shelves are hanging rods. Single light with glass fixture.
- Ensuite bath, containing toilet and sink

Secondary Bedrooms

- Standard carpet with standard underlay
- Closet with double sliding doors, one interior shelf and hanging rod in each bedroom
- 2 bulb glass ceiling light fixture

Basement [Unfinished]

- Painted concrete floor slab
- Poured concrete walls covered half way down with insulation and drywall
- 1 single bulb light in the laundry area (pull string style), 1 single bulb light in the furnace/hot water tank area (pull string style) and 1 single bulb light at the base of the stairs (connected to light switch)

Schedule "1" (Continued)
Russell Condominium Corporation No. 6
Specifications

Laundry Area

- Contains washer and dryer connections
- Plastic laundry tub
- No shelving or cabinets
- Single bulb (uncovered pull string style)

Single Garage

- Asphalt floor
- Drywall covering walls that access the house and walls that are shared with neighbour.
- Single bulb (uncovered) connected to 2 switches
- Steel door with lock and deadbolt

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

Schedule "A"

RUSSELL CONDOMINIUM CORPORATION NO. 6

BY-LAW NO. 10

BE IT ENACTED as By-Law No. 10 (being a by-law respecting Directors' and Officers' Liability Insurance) of RUSSELL CONDOMINIUM CORPORATION NO. 6 (referred to as the "Corporation") as follows:

ARTICLE I.
DEFINITIONS

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

ARTICLE II.
DIRECTORS' AND OFFICERS' LIABILITY INSURANCE

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

- (a) The policy shall provide for coverage on a full claims-made basis, (covering any claims made during the term of the policy arising out of any "wrongful act" since the registration of the Corporation on February 11, 1985). 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) The policy shall include coverage for all claims related to alleged violations of the Human Rights Code and all costs related to the corporation's response or defense to such allegations;
- (f) 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;
- (g) 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 30th day of June, 2004.

RUSSELL CONDOMINIUM CORPORATION NO. 6


Print Name: JUDY RUEST
Print Title: SECRETARY.

I have authority to bind the Corporation

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

Schedule "A"

Russell Condominium Corporation No. 6

By-Law No. 11

BE IT ENACTED as By-Law No.11 (being a Borrowing By-Law) of RUSSELL CONDOMINIUM CORPORATION NO. 6 (hereinafter referred to as the "Corporation") as follows:

WHEREAS the Corporation is required to carry out certain repairs to the property in accordance with the Condominium Act, 1998 (consisting primarily of repairs to the building envelopes in order to prevent water penetration) ("the work");

AND WHEREAS the Corporation wishes to raise some or all of the required funds for the work by way of borrowing as set forth herein;

AND WHEREAS the Board desires that a borrowing to fund the work be confirmed by the owners;

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

Article I
Definitions

All words used herein which are defined in the *Condominium Act, 1998*, 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
Borrowing

1. The Corporation is hereby authorized to borrow funds for the purpose of carrying out the work described above, in an amount and on terms acceptable to the Board ("the loan"), subject to a limit of \$100,000.00.
2. Prior to any advance under the loan, unit owners shall be entitled to pay to the corporation their proportionate shares of the loan. Any such owners shall thereby be released from any obligations under the loan and the total amount of the loan to the corporation shall have been reduced by the total amount of such payments by unit owners.
3. Those owners who do not make a payment to the corporation in accordance with paragraph (2) above ("the remaining owners") shall be required to pay to the corporation, in advance on the 1st day of each and every month during the term of the loan, their proportionate shares of the corporation's monthly payments under the loan. The remaining owners shall receive notice, from the corporation, of their required payments under the loan. Upon maturity of the loan, the remaining owners shall also be responsible to pay to the corporation their proportionate shares of any outstanding principal under the loan.
4. All payments hereunder form part of the common expenses of the unit owners responsible for the particular payments, and are recoverable as such.
5. In the event that the Corporation receives or delivers any notice for the calling of a meeting to consider the termination of the Condominium or any notice respecting an application to Ontario Superior Court for an Order terminating the Condominium or any other manner of notice or application with respect to the termination of the Condominium, the Corporation shall forthwith register Notices of Lien under the seal of

the Corporation, in the form prescribed, against all units in arrears pursuant to the terms of this By-Law.

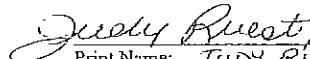
Article III Miscellaneous

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. **Gender:** The use of the masculine gender in this By-Law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.
3. **Waiver:** No 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.
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.
6. **Preparation:** This By-law was prepared for the corporation by Nelligan O'Brien Payne LLP.

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

DATED this 29th day of January, 2007

RUSSELL CONDOMINIUM CORPORATION NO. 6


Print Name: JUDY RUEST
Print Title: SECRETARY

I have authority to bind the Corporation