

**CARLETON CONDOMINIUM
CORPORATION 408**

Declaration & Amendment

DECLARATION MADE PURSUANT TO THE CONDOMINIUM ACT

MINTO CONSTRUCTION LIMITED

Block 131

Plan 4M-467

AN:af

1987-11-12/#11

00544-86

00111-3325

(MASTER CLIENT PRECEDENT)

SOLOWAY, WRIGHT, HOUSTON
GREENBERG, O'GRADY, MORIN
BARRISTERS AND SOLICITORS
99 METCALFE STREET
OTTAWA, ONTARIO
K1P 6L7

N

DECLARATION MADE PURSUANT TO THE CONDOMINIUM ACT

STATEMENT OF INTENTION

- I. 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 R.S.O. 1980, chapter 230, as amended, as described in Schedule "A" hereto, declares its intention that the said parcel and the interests appurtenant thereto be governed by the Condominium Act R.S.O. 1980, Chapter 84, as amended, from and after the registration of this declaration (the "Declaration") and of the description (the "Description") registered herewith.

INTERPRETATION

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

- (a) The "Act" means the Condominium Act, R.S.O. 1980, chapter 84 as amended.
- (b) The "Board" means the board of directors of the Corporation.
- (c) The "Corporation" means the corporation created under the Act by registration of the Declaration and of the Description.
- (d) 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 the Declaration, the Act or the Declaration, as the case may be, governs.
- (b) The invalidity of any part of the Declaration does not affect the validity of the remainder.

- (c) The 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 5.639 hectares located in the City of Nepean in The Regional Municipality of Ottawa-Carleton, on which there have been erected one hundred and fifty-eight (158) 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
K2C 3P2

The address for service of the Corporation is:

1051 Baxter Road
Ottawa, Ontario
K2C 3P2

The mailing address of the Corporation is:

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

DESCRIPTION OF UNITS

VII.

- Paragraph VII Amended
- (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.

USES OF THE COMMON ELEMENTS

VIII.

(a) EXCLUSIVE USE AREAS

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.

(b) PARKING

One parking space shall be allocated by the Board to the owners of Units 1-3, 6, 12, 45-49, 55-60, 65, 71-77, 84-88, 94-98, 103-107, 115-118, 122, 123, Level 1. The Board may reallocate the said parking spaces from time to time provided the written consent is obtained from the owner affected by such reallocation.

A

MAINTENANCE AND REPAIR

IX

Paragraph IX
Amended

- (a) Each owner shall maintain his unit, and, subject to the provisions of the 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. 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 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.

X INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

1. Insurance Trustee. The Corporation shall enter into an agreement (the "Insurance Trust Agreement") with an insurance trustee which shall be a trust company registered under the Loan and Trust Corporations Act or a chartered bank (the "Insurance Trustee") which agreement shall without limiting the generality, provide the following:

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

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

2. Proceeds Of Insurance. In the event that:

- (a) the Corporation is obligated to repair any unit in accordance with the provisions of the Declaration and of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement to satisfy the obligation of the Corporation to make such repairs;
- (b) there is no obligation by the Corporation to repair any unit in accordance with the provisions of the Declaration and of the Act and if there is termination in accordance with the Act, the Insurance Trustee shall hold all proceeds of the unit owners in the proportion of their respective interests in the common elements and shall pay

such proceeds to such owners in such proportions, upon registration of a notice of termination by the Corporation;

(c) the Board, in accordance with the provisions of the Act, determines that:

- (i) there has not been substantial damage to twenty-five percent (25%) of the building, or
- (ii) there has been substantial damage to twenty-five percent (25%) of the building and within sixty (60) days thereafter the owners who own 80% of the units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the Corporation and the owners whose units have been damaged as their respective interests may appear in accordance with the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of the Declaration and of the Act.

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

XI. INSURANCE

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 the 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;
- (iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) 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 this paragraph or any renewal thereof and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty percent (50%) or more of the units, the Corporation shall obtain an appraisal from an independent qualified appraiser for the full replacement cost of the assets. 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 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 (10) 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 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.

XII. WAIVER

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.

XIII. DECISIONS OF THE BOARD

- (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.

Paragraph XIV
Amended

XIV. RIGHT OF ENTRY

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.

XV. CONSENT OF ENCUMBRANCERS


The consent of all registered encumbrancers is attached as Schedule "F" hereto.

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

DATED at Ottawa this 17th day of January , 1988.

MINTO CONSTRUCTION LIMITED

PER: 
Betty Thurston

PER: 
John Russell

SCHEDULE "A"

Part of Block 131 on Plan 4M-467, City of Nepean, Regional Municipality of Ottawa-Carleton, at Ottawa designated as Parts 1 and 2 on a Plan of Survey of Record deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4 as Number 4R-5241;

Subject to an easement in favour of Bell Canada as more particularly set forth in Instrument 390087 as to Part 2 on Plan 4R-5241;

Subject to an easement in favour of Ottawa Cablevision Limited as more particularly set forth in Instrument 390088 as to Part 2 on Plan 4R-5241;

Subject to an easement in favour of Ottawa Cablevision Limited as more particularly set forth in Instrument 467472 as to Parts 1 and 2 on Plan 4R-5241;

Subject to an easement in favour of The Hydro Electric Commission of the City of Nepean as more particularly set forth in Instrument 390086 as to Part 2 on Plan 4R-5241;

Subject to an easement in favour of The Hydro Electric Commission of the City of Nepean as more particularly set forth in Instrument 403309 as to Parts 1 and 2 on Plan 4R-5241;

Being part of Parcel 131-1 in the Register for Section 4M-467.

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	.593
2	1	.578
3	1	.585
4	1	.647
5	1	.643
6	1	.597
7	1	.647
8	1	.643
9	1	.643
10	1	.643
11	1	.643
12	1	.597
13	1	.682
14	1	.667
15	1	.674
16	1	.667
17	1	.667
18	1	.682
19	1	.647
20	1	.643
21	1	.643
22	1	.643
23	1	.643
24	1	.651
25	1	.651
26	1	.643
27	1	.643
28	1	.643
29	1	.643
30	1	.647
31	1	.682
32	1	.666
33	1	.666
34	1	.674
35	1	.674
36	1	.682
37	1	.682
38	1	.666
39	1	.674
40	1	.666
41	1	.666
42	1	.682
43	1	.651
44	1	.643
45	1	.578
46	1	.578
47	1	.578
48	1	.593
49	1	.593
50	1	.643
51	1	.643
52	1	.643
53	1	.643
54	1	.647
55	1	.593

SCHEDULE "B"

Proportion of Common
Interest appurtenant to
each Unit and Percentage
in which Owner of each
Unit is to contribute to
Common Expenses

<u>Unit No.</u>	<u>Level No.</u>	
56	1	.585
57	1	.578
58	1	.578
59	1	.578
60	1	.597
61	1	.647
62	1	.643
63	1	.643
64	1	.647
65	1	.597
66	1	.643
67	1	.643
68	1	.647
69	1	.643
70	1	.647
71	1	.597
72	1	.578
73	1	.578
74	1	.585
75	1	.593
76	1	.593
77	1	.578
78	1	.643
79	1	.647
80	1	.647
81	1	.643
82	1	.643
83	1	.643
84	1	.593
85	1	.597
86	1	.578
87	1	.578
88	1	.593
89	1	.647
90	1	.643
91	1	.643
92	1	.643
93	1	.643
94	1	.597
95	1	.593
96	1	.578
97	1	.578
98	1	.578
99	1	.643
100	1	.651
101	1	.647
102	1	.647
103	1	.578
104	1	.578
105	1	.578
106	1	.597
107	1	.597
108	1	.643
109	1	.643
110	1	.643

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>
111	1	.643
112	1	.651
113	1	.651
114	1	.643
115	1	.578
116	1	.578
117	1	.578
118	1	.593
119	1	.647
120	1	.643
121	1	.643
122	1	.578
123	1	.597
124	1	.647
125	1	.643
126	1	.643
127	1	.643
128	1	.647
129	1	.647
130	1	.643
131	1	.643
132	1	.643
133	1	.651
134	1	.682
135	1	.674
136	1	.674
137	1	.682
138	1	.647
139	1	.643
140	1	.643
141	1	.643
142	1	.643
143	1	.647
144	1	.682
145	1	.667
146	1	.674
147	1	.682
148	1	.647
149	1	.643
150	1	.643
151	1	.643
152	1	.651
153	1	.643
154	1	.643
155	1	.643
156	1	.643
157	1	.647
158	1	.643

100.000%

Schedule "C"

Boundaries of Units and Monuments

The monuments controlling the extent and location of the Units are the physical surfaces hereinafter referred to:

- 1) The Vertical Boundaries of the Units are:
 - a) Save as hereinafter set out, the backside surface of the interior drywall of the exterior walls and the extensions of the planes thereof;
 - b) As to Units 1 to 12 inclusive, 19 to 30 inclusive, 43 to 133 inclusive, 138 to 143 inclusive and 148 to 158 inclusive, in the basement, the Unit side face of the concrete foundation walls;
 - c) As to Units 4,5, 7 to 11 inclusive, 13 to 44 inclusive, 50 to 54 inclusive, 61 to 64 inclusive, 66 to 70 inclusive, 78 to 83 inclusive, 89 to 93 inclusive, 99 to 102 inclusive, 108 to 114 inclusive, 119,120,121 and 124 to 158 inclusive, in the vicinity of the garage where no drywall exists, the Unit side face of the concrete walls and the line and face of the framing studs;
 - d) As to Units 4,5, 7 to 11 inclusive, 13 to 44 inclusive, 50 to 54 inclusive, 61 to 64 inclusive, 66 to 70 inclusive, 78 to 83 inclusive, 89 to 93 inclusive, 99 to 102 inclusive, 108 to 114 inclusive, 119,120,121 and 124 to 158 inclusive, in the vicinity of the fireplace, the backside surface of the metal firebox liner;
 - e) The inner surface of the windows, the interior unfinished surface of the window and door frames, and the interior unfinished surface of the doors, leading from the Unit, in closed position.
2. The Horizontal Boundaries of the Units are:
 - a) The upper surface of the drywall in the upper most ceilings and the extensions of the planes thereof across openings for skylights;
 - b) The upper surface of the concrete floor slab beneath the Unit;
 - c) As to Units 4,5, 7 to 11 inclusive, 13 to 44 inclusive, 50 to 54 inclusive, 61 to 64 inclusive, 66 to 70 inclusive, 78 to 83 inclusive, 89 to 93 inclusive, 99 to 102 inclusive, 108 to 114 inclusive, 119,120,121 and 124 to 158 inclusive, in the vicinity of the garage, the upper surface of the drywall in the garage ceiling and a plane, parallel to and perpendicularly distant, 2.70 metres below the upper surface of the drywall in the garage ceiling;
 - d) As to Units 1 to 12 inclusive, 19 to 30 inclusive, 43 to 133 inclusive, 138 to 143 inclusive, and 148 to 158 inclusive, in the vicinity of transition from concrete to stud wall construction, the lower line and face of the floor joists forming such transition;

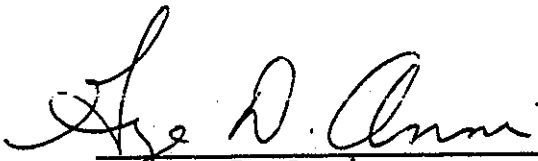


- e) As to Units 1 to 6 inclusive, 11 to 47 inclusive, 49 to 54 inclusive, 58,59, 61 to 64 inclusive, 66 to 70 inclusive, 72, 73, 78 to 83 inclusive, 86,87, 89 to 93 inclusive, 96 to 105 inclusive, 108 to 114 inclusive, 116,117,119,120,121 and 124 to 158 inclusive, in the vicinity of the cantilever projection, the lower line and face of the floor joists forming such cantilever;
 - f) As to Units 4,5, 7 to 11 inclusive, 13 to 44 inclusive, 50 to 54 inclusive, 61 to 64 inclusive, 66 to 70 inclusive, 78 to 83 inclusive, 89 to 93 inclusive, 99 to 102 inclusive, 108 to 114 inclusive, 119,120,121 and 124 to 158 inclusive:
 - i) In the vicinity of the fireplace, the plane of the top of the plywood subfloor beneath the fireplace, and the plane through the top of the metal firebox liner;
 - ii) In the area of the transition from 2nd floor to 3rd floor above the fireplace, the lower line and face of the floor joists;
 - g) As to Units 1,6,7,12,13,18,19,24,25,30,31,36,37,42,43,48,49, 54,55,60,61,64,65,70,71,76,79,80,84,85,88,89,94,95,100,101, 106,107,112,113,118,119,123,124,128,129,133,134,137,138,143, 144,147,148 and 152, in the vicinity of the bay window, the lower line and face of the floor joists below the window and the upper surface of the drywall above the window.
3. Notwithstanding the foregoing, the Unit shall not include such pipes, wires, ducts, conduits or public utility lines within the Unit that service Units other than that of the Owner.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that the above Unit boundary and Monumentation Schedule is correct and corresponds to the Unit Boundaries reflected in the cross-sections shown on Part 1, Sheet 1 of the description.

DATED AT Nepean, this 22 day of July, 1986.


George D. Annis
Ontario Land Surveyor

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SCHEDULE "D"

1. 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.

2. All sums of money assessed by the Corporation to be set aside in a separate fund (hereinafter called the "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.

SCHEDULE "E"

EXCLUSIVE USE AREAS

1. Every unit shall have the exclusive use of the patio area situate adjacent to such units being that portion of the common elements located by being numbered the same as the unit number preceded by the affix "R" as shown on Part 1 of Sheet 2 of the Description.

2. The owners of units 4,5, 7-11, 13-44, 50-54, 61-64, 66-70, 78-83, 89-93, 99-102, 108-114, 119-121, 124-158, Level 1 shall have the exclusive use of the driveway situate adjacent to such units, being that portion of the common elements located by being numbered the same as the unit number preceded by the affix "D" as shown on Part 1 of Sheet 2 of the Description.

SCHEDULE "F"

The Condominium Act, R.S.O. 1980, Chapter 84, as amended.

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

SUN LIFE ASSURANCE COMPANY OF CANADA having a registered mortgage within the meaning of clause b of subsection 1 of section 3 of the Condominium Act registered as Number 451482 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 against the land or interests appurtenant to the land described in the description.

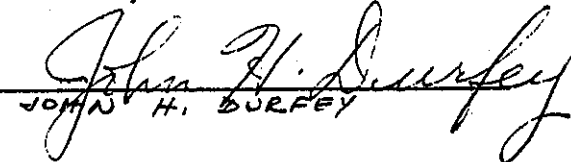
DATED AT *Toronto, Ontario*, this *22nd* day of *December*, 1987.

SUN LIFE ASSURANCE COMPANY OF
CANADA

PER:


GLEN B. COPELAND

PER:


JOHN H. BURFEY

Handwritten mark

FOR OFFICE USE ONLY

976266
15408-0001 to 15408-0158 inclusive
'96 05 7 16 10

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry Land Titles (2) Page 1 of 12 pages

(3) Property Block Property
Identifier(s) 15408-0001 to 15408-0158 inclusive

Additional: See Schedule

(4) Nature of Document

AMENDMENT TO DECLARATION

(5) Consideration

Dollars \$

(6) Description

All of the Units and Common Elements comprising the property included in Carleton Condominium Plan No. 408, in the City of Nepean, Regional Municipality of Ottawa-Carleton Land Titles Division of Ottawa-Carleton (No. 4)

(7) This Document Contains:

(a) Redescription New Easement Plan/Sketch

(b) Schedule for: Description Additional Parties Other

(8) This Document provides as follows:

See Schedule attached

Continued on Schedule

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

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

CARLETON CONDOMINIUM CORPORATION NO. 408

Signature(s)

Victoria Mackinnon
Victoria Mackinnon

Date of Signature

Y M D
1996 05 22

Linda Hatt
Linda Hatt

1996 05 22

We have authority to bind the Corporation

(11) Address for Service

427 Laurier Avenue West, Suite 300, Ottawa, Ontario K1R 7Y2

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

Signature(s)

Date of Signature

Y M D

(13) Address for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:

Susan M. Gibson
Soloway, Wright
427 Laurier Avenue West
Suite 900
Ottawa, Ontario K1R 7Y2
BOX 313/hb

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee	
Total	

CONDOMINIUM ACT

AMENDMENTS TO DECLARATION

Pursuant to a by-law registered as Number 976263 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4, Carleton Condominium Corporation No. 408 hereby amends its declaration registered as Number 545418 in the said Land Registry Office as follows:

The Declaration of the Corporation registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4 as Number 545418 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 City of Nepean 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 marketing, rental and sales purposes with a sales and/or rental office and models for display and sales purposes relating to units of the Corporation 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 until such time as all of the units owned by the Declarant of the Corporation are sold and conveyed. Other than for these purposes no "for sale" or "for rent" signs may be erected on the common elements; any other signs or notices may only be erected on the common elements with the prior written consent of the Board. Until such time as all the units of the Corporation 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 and shall have the use of a minimum of two parking spaces on the property and may park their motor vehicles upon any unallocated parking spaces on the property. The Declarant is entitled (until such time as all such units of the Corporation have been sold and conveyed by the Declarant) to rent, lease or renew leases for any unsold unit or units of the Corporation for such period or periods as are permitted by the Act. The Declarant is entitled to use any such unoccupied unit or units or common elements for purposes incidental to the sale, conveyance and/or rental of the balance of the unit or units of the Corporation.

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 in 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.
- (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(a) is amended by adding the following at the end thereof:

- (i) Where a unit contains a meter for the determination of water consumption for any part of the common elements, then the owner of that unit shall, if requested to do so by the Corporation, provide to the Corporation or its agent a reading of the meter within 48 hours of any request therefor, failing which the Corporation or its

agent shall be entitled to enter the unit for such purpose, and the provisions of Paragraph XIV herein shall apply mutatis mutandis to such entry.

- (ii) Owners shall at all times maintain heat in their units above the freezing temperature of water. In the event an owner defaults in payment of any hydro or natural gas charges, the Corporation may pay same to prevent any discontinuance of service to the unit and such costs shall be charged back to the owner, shall be deemed to be additional contributions to the common expenses and shall be recoverable as such or recoverable by any other procedure the Corporation elects.
6. 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.
7. 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 with the exception of the following:
 - (i) each unit owner shall be responsible for the replacement of any exterior light bulbs on light fixtures affixed to or 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;
 - (ii) each unit owner shall be responsible for snow removal from individual front walks and front and rear steps of their units; and
 - (iii) each owner of a unit having an attached garage shall be responsible for the maintenance, repair and replacement of all hardware relating to the owner's exterior garage door.
8. Subparagraph IX(e) is deleted and the following substituted therefor:
- (c) 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 mortgagee on reasonable notice and at any reasonable time.
9. 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".
10. 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 parking space by reason of the negligent act or omission or wilful damage of an owner or occupant including without limitation spills or leakages, the Corporation shall perform same and the cost of said repairs shall be charged back to the owner to whom it has been allocated by the Board of Directors or who leases same, and shall be deemed to be additional contributions to the common expenses and recoverable from the owner as such.
11. Paragraph XIV 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 this declaration and the by-laws of the Corporation.

12. Schedule "D" of the Declaration is deleted and the following substituted therefor:

- lawn cutting and maintenance;
- snow clearing and removal from all roadways, driveways, parking spaces and common walkways;
- insurance premiums;
- electricity for common areas and water service for common areas and individual units;
- maintenance, repair and replacement of common elements;
- legal, accounting, managerial, engineering, appraisal services and such other services required to assist and enable the Corporation to perform its duties; and
- 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.

13. Schedule "B" of the Declaration is deleted and the following substituted therefor:

Unit No.	Level No.	Proportion of Common Interest appurtenant to each Unit and Percentage in which Owner of each Unit is to contribute to Common Expenses
1	1	0.5795%
2	1	0.5795%
3	1	0.5795%
4	1	0.6542%
5	1	0.6542%
6	1	0.5795%
7	1	0.6542%
8	1	0.6542%
9	1	0.6542%
10	1	0.6542%
11	1	0.6542%
12	1	0.5795%
13	1	0.6542%
14	1	0.6542%
15	1	0.6542%
16	1	0.6542%
17	1	0.6542%
18	1	0.6542%
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34	1	0.6542%
35	1	0.6542%
36	1	0.6542%
37	1	0.6542%

Unit No.	Level No.	Proportion of Common Interest appurtenant to each Unit and Percentage in which Owner of each Unit is to contribute to Common Expenses
38	1	0.6542%
39	1	0.6542%
40	1	0.6542%
41	1	0.6542%
42	1	0.6542%
43	1	0.6542%
44	1	0.6542%
45	1	0.5795%
46	1	0.5795%
47	1	0.5774%
48	1	0.5795%
49	1	0.5795%
50	1	0.6542%
51	1	0.6542%
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92	1	0.6542%
93	1	0.6542%
94	1	0.5795%
95	1	0.5795%
96	1	0.5795%
97	1	0.5795%
98	1	0.5795%
99	1	0.6542%


Unit No.	Level No.	Proportion of Common Interest appurtenant to each Unit and Percentage in which Owner of each Unit is to contribute to Common Expenses
100	1	0.6542%
101	1	0.6542%
102	1	0.6542%
103	1	0.5795%
104	1	0.5795%
105	1	0.5795%
106	1	0.5795%
107	1	0.5795%
108	1	0.6542%
109	1	0.6542%
110	1	0.6542%
111	1	0.6542%
112	1	0.6542%
113	1	0.6542%
114	1	0.6542%
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154	1	0.6542%
155	1	0.6542%
156	1	0.6542%
157	1	0.6542%
158	1	0.6542%
		<hr/>
		100.0000%

The names of all owners and all persons having registered mortgages against the units and common interests on the date the by-law was registered are set out in Schedule A hereto.

The consents of all owners and all persons having registered mortgages against the units and common interests are included in Schedule B hereto.

Witness the seal of the Corporation duly affixed by the authorized Officers of the Corporation at Ottawa this 2nd day of May, 1996.

CARLETON CONDOMINIUM CORPORATION
NO. 408

Per: 
~~Victoria MacKinnon~~ *SWORN 5/17/96 THICK*
~~Vice-President~~ Treasurer

Per: 
Linda Hatt
Secretary

We have the authority to bind the Corporation

SCHEDULE A

The following are the names of all owners and all persons having registered mortgages against the units and common interests of Carleton Condominium Plan No. 408 on the 2nd day of May, 1996.

<u>Unit Number</u>	<u>Owner</u>	<u>Mortgagee</u>
Unit 1 to Unit 158 inclusive, Level 1	Minto Developments Inc.	Royal Bank of Canada

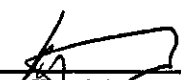
SCHEDULE B

CONSENT TO AMENDMENT

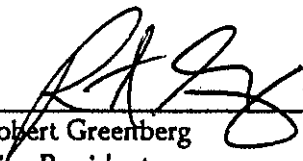
We, Minto Developments Inc., being the registered owner of Units 1 to 158, inclusive, Level I, Carleton Condominium Plan No. 408 registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4 hereby consent to the amendment to the declaration of the Corporation set out in the by-law of the Corporation registered as Number 970263 in the said Land Registry Office.

Dated at Ottawa this 2nd day of May, 1996.

MINTO DEVELOPMENTS INC.

Per: 

Regis Trudel
Senior Vice-President

Per: 

Robert Greenberg
Vice-President

We have the authority to bind the Corporation.

SCHEDULE B

CONSENT TO AMENDMENT

We, Royal Bank of Canada, having a registered mortgage against Units 1 to 158, inclusive, Level 1, Carleton Condominium Plan No. 408 registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No.4 hereby consent to the amendment to the declaration of the Corporation set out in the by-law of the Corporation registered as Number 976263 in the said Land Registry Office.

Dated at Ottawa this 3rd day of May, 1996.

ROYAL BANK OF CANADA

Per: 

Name: RICHARD W. MIKLOS
Senior Account Manager

Title: _____

Per: 

Name: STUART G. MURRAY
Account Manager

Title: _____

We have the authority to bind the Bank

CONDOMINIUM ACT

SOLEMN DECLARATION IN RESPECT OF AMENDMENTS TO CONDOMINIUM DECLARATION
IN THE MATTER OF AN AMENDMENT TO THE DECLARATION OF CARLETON CONDOMINIUM
CORPORATION NO. 408.

I, Linda Hatt, solemnly declare as follows:

1. I am the secretary of Carleton Condominium Corporation No. 408.
2. A by-law authorizing the attached amendment was registered on the 7th day of May, 1996 as No. 970263 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4.
3. The names of all owners and all persons having registered charges (or mortgages) against the units and common interests on the date the by-law was registered are set out in Schedule A to the amendment.
4. The consents of all owners and all persons having registered charges (or mortgages) against the units and common interests are included in Schedule B to the Amendment.
5. The persons whose consents are included in Schedule B are the persons whose names are set out in Schedule A.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME

at the City of Ottawa, in
the Regional Municipality
of Ottawa-Carleton this
7 day of May, 1996.



A COMMISSIONER ETC.



LINDA HATT

CARLETON CONDOMINIUM CORPORATION 408

By-Law No.1 – Repealed by By-Law No.3
By-Law No.2 – Amendment to the Declaration
By-Law No.3 – General
By-Law No.4 – Insurance Trust Agreement
By-Law No.5 – Common Element Modifications
By-Law No.6 – Standard Unit
By-Law No.7 – Insurance Deductibles
By-Law No.8 – Virtual Meetings

By-Laws

FOR OFFICE USE ONLY

976203

'96 05 7 16 10

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry Land Titles (2) Page 1 of 8 pages

(3) Property Identifier(s) 15408-0001 to 15408-0158 inclusive Block Property Additional: See Schedule

(4) Nature of Document
BY-LAW NO. 2 (CONDOMINIUM ACT)

(5) Consideration
Dollars \$

(6) Description
All of the Units and Common Elements comprising the property included in Carleton Condominium Plan No. 408, in the City of Nepean, Regional Municipality of Ottawa-Carleton Land Titles Division of Ottawa-Carleton (No. 4)

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

(8) This Document provides as follows:

CARLETON CONDOMINIUM CORPORATION NO. 408 hereby certifies that the By-Law No. 2 attached hereto was made in accordance with the Condominium Act, c.C. 26 of the Revised Statutes of Ontario, 1990 and any amendments thereto, the Declaration and the By-laws of the Corporation; and that the said By-Law No. 2 has not been amended and is in full force and effect.

See By-Law attached.

Continued on Schedule

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

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

Name(s)

Signature(s)

Date of Signature

CARLETON CONDOMINIUM CORPORATION NO. 408

Victoria MacKinnon
Victoria MacKinnon

1996 05 02

Linda Hatt
Linda Hatt
We have authority to bind the Corporation

1996 05 02

(11) Address for Service

427 Laurier Avenue West, Suite 300, Ottawa, Ontario K1R 7Y2

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

Name(s)

Signature(s)

Date of Signature

(13) Address for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:

Susan M. Gibson
Soloway, Wright
427 Laurier Avenue West
Suite 900
Ottawa, Ontario K1R 7Y2
BOX 313/hb

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

BY-LAW NO. 2

Be it enacted as a by-law of Carleton Condominium Corporation No. 408 (the "Corporation") as follows:

The Declaration of the Corporation registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4 as Number 545418 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 City of Nepean 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 marketing, rental and sales purposes with a sales and/or rental office and models for display and sales purposes relating to units of the Corporation 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 until such time as all of the units owned by the Declarant of the Corporation are sold and conveyed. Other than for these purposes no "for sale" or "for rent" signs may be erected on the common elements; any other signs or notices may only be erected on the common elements with the prior written consent of the Board. Until such time as all the units of the Corporation 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 and shall have the use of a minimum of two parking

spaces on the property and may park their motor vehicles upon any unallocated parking spaces on the property. The Declarant is entitled (until such time as all such units of the Corporation have been sold and conveyed by the Declarant) to rent, lease or renew leases for any unsold unit or units of the Corporation for such period or periods as are permitted by the Act. The Declarant is entitled to use any such unoccupied unit or units or common elements for purposes incidental to the sale, conveyance and/or rental of the balance of the unit or units of the Corporation.

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 in 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.
- (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(a) is amended by adding the following at the end thereof:

- (i) Where a unit contains a meter for the determination of water consumption for any part of the common elements, then the owner of that unit shall, if requested to do so by the Corporation, provide to the Corporation or its agent a reading of the meter within 48 hours of any request therefor, failing which the Corporation or its agent shall be entitled to enter the unit for such purpose, and the provisions of Paragraph XIV herein shall apply mutatis mutandis to such entry.

- (ii) Owners shall at all times maintain heat in their units above the freezing temperature of water. In the event an owner defaults in payment of any hydro or natural gas charges, the Corporation may pay same to prevent any discontinuance of service to the unit and such costs shall be charged back to the owner, shall be deemed to be additional contributions to the common expenses and shall be recoverable as such or recoverable by any other procedure the Corporation elects.
6. 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.
7. 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 with the exception of the following:
- (i) each unit owner shall be responsible for the replacement of any exterior light bulbs on light fixtures affixed to or 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;
- (ii) each unit owner shall be responsible for snow removal from individual front walks and front and rear steps of their units; and
- (iii) each owner of a unit having an attached garage shall be responsible for the maintenance, repair and replacement of all hardware relating to the owner's exterior garage door.
8. 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 mortgagee on reasonable notice and at any reasonable time.
9. 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".
10. 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 parking space by reason of the negligent act or omission or wilful damage of an owner or occupant including without limitation spills or leakages, the Corporation shall perform same and the cost of said repairs shall be charged back to the owner to whom it has been allocated by the Board of Directors or who leases same, and shall be deemed to be additional contributions to the common expenses and recoverable from the owner as such.
11. Paragraph XIV 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 this declaration and the by-laws of the Corporation.

12. Schedule "D" of the Declaration is deleted and the following substituted therefor:

- lawn cutting and maintenance;
- snow clearing and removal from all roadways, driveways, parking spaces and common walkways;
- insurance premiums;
- electricity for common areas and water service for common areas and individual units;
- maintenance, repair and replacement of common elements;
- legal, accounting, managerial, engineering, appraisal services and such other services required to assist and enable the Corporation to perform its duties; and
- 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.

13. Schedule "B" of the Declaration is deleted and the following substituted therefor:


Unit No.	Level No.	Proportion of Common Interest appurtenant to each Unit and Percentage in which Owner of each Unit is to contribute to Common Expenses
1	1	0.5795%
2	1	0.5795%
3	1	0.5795%
4	1	0.6542%
5	1	0.6542%
6	1	0.5795%
7	1	0.6542%
8	1	0.6542%
9	1	0.6542%
10	1	0.6542%
11	1	0.6542%
12	1	0.5795%
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41	1	0.6542%

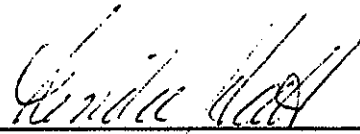
Unit No.	Level No.	Proportion of Common Interest appurtenant to each Unit and Percentage in which Owner of each Unit is to contribute to Common Expenses
42	1	0.6542%
43	1	0.6542%
44	1	0.6542%
45	1	0.5795%
46	1	0.5795%
47	1	0.5774%
48	1	0.5795%
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50	1	0.6542%
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100	1	0.6542%
101	1	0.6542%
102	1	0.6542%
103	1	0.5795%

Unit No.	Level No.	Proportion of Common Interest appurtenant to each Unit and Percentage in which Owner of each Unit is to contribute to Common Expenses
104	1	0.5795%
105	1	0.5795%
106	1	0.5795%
107	1	0.5795%
108	1	0.6542%
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Witness the seal of the Corporation duly affixed by the authorized officers of the Corporation at Ottawa this 02nd day of May, 1996.

CARLETON CONDOMINIUM CORPORATION NO.
408

Per: 
Victoria MacKinnon ~~BRIAN FITZPATRICK~~
Vice-President Treasurer

Per: 
Linda Hatt
Secretary

We have the authority to bind the Corporation

FOR OFFICE USE ONLY

976261

'96 05 7 16 10

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry Land Titles (2) Page 1 of 16 pages

(3) Property Identifier(s) 15408-0001 to 15408-0158 inclusive Block Property Additional: See Schedule

(4) Nature of Document
BY-LAW NO. 3 (CONDOMINIUM ACT)

(5) Consideration
Dollars \$

(6) Description
All of the Units and Common Elements comprising the property included in Carleton Condominium Plan No. 408, in the City of Nepean, Regional Municipality of Ottawa-Carleton Land Titles Division of Ottawa-Carleton (No. 4)

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

(8) This Document provides as follows:

CARLETON CONDOMINIUM CORPORATION NO. 408 hereby certifies that the By-Law No. 3 attached hereto was made in accordance with the Condominium Act, c.C. 26 of the Revised Statutes of Ontario, 1990 and any amendments thereto, the Declaration and the By-laws of the Corporation; and that the said By-Law No. 3 has not been amended and is in full force and effect.

See By-Law attached.

Continued on Schedule

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

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

Name(s)	Signature(s)	Date of Signature Y M D
CARLETON CONDOMINIUM CORPORATION NO. 408	<i>Victoria MacKinnon</i> Victoria MacKinnon	1996 05 02
	<i>Linda Hatt</i> Linda Hatt We have authority to bind the Corporation	1996 05 02

(11) Address for Service **427 Laurier Avenue West, Suite 300, Ottawa, Ontario K1R 7Y2**

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

Name(s)	Signature(s)	Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:
**Susan M. Gibson
Soloway, Wright
427 Laurier Avenue West
Suite 900
Ottawa, Ontario K1R 7Y2
BOX 313/hb**

Fees and Tax	
Registration Fee	
Total	

FOR OFFICE USE ONLY

BY-LAW NO. 3

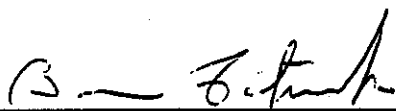
Be it enacted as a by-law of Carleton Condominium Corporation No. 408 (the "Corporation") as follows:

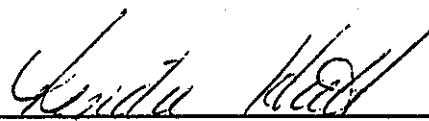
1. By-law No. 1 of the Corporation is repealed and the attached general by-law is substituted therefor.

Carleton Condominium Corporation No. 408 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 2nd day of May, 1996.

CARLETON CONDOMINIUM CORPORATION NO.
408

Per: 
Victoria MacKinnon ~~GRIM FIFEATHICK~~
~~President~~ Treasurer

Per: 
Linda Hatt
Secretary

We have the authority to bind the Corporation

CARLETON CONDOMINIUM CORPORATION NO. 408

BY-LAW NO. 3

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Schedule "A" - Rules and Regulations

CARLETON CONDOMINIUM CORPORATION NO. 408BY-LAW NO. 3

Be it enacted as a by-law of Carleton Condominium Corporation No. 408 (hereinafter referred to as the "Corporation") as follows:

1. DEFINITIONS

- 1.1 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 made in pursuance thereof and registered the 27th day of January, 1988, (the "Declaration").

2. SEAL

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

3. REGISTER

- 3.1 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 residential unit and the address of each mortgagee shall be the address shown for him on his mortgage registered in the Land Registry Office for the Registry Division of Ottawa-Carleton No. 4, unless the Corporation is given written notice of a different address by such owner or mortgagee.

4. MEETING OF OWNERS

- 4.1 Annual Meeting. The annual meeting of the owners 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 of directors (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 owners 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. The first annual general meeting shall be called within three (3) months of the date of registration of the Declaration. Subsequently, not more than fifteen (15) months shall elapse between the dates of two (2) successive annual general meetings. At any 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.
- 4.2 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 owners 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 owners 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 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.
- 4.3 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 Register 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 owners, send by

prepaid mail or deliver to each owner or mortgagee entitled to vote at his latest address as shown on the Register a copy of the financial statement and the auditor's report.

- 4.4 Reports. A copy of the minutes of meeting of owners 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.
- 4.5 Persons Entitled To Be Present. The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Register, and any others entitled to vote thereat and the auditor of the Corporation 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.
- 4.6 Quorum. At any meeting of owners, 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 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 owners, a quorum is not present, the meeting shall be dissolved and shall stand adjourned to such date, time and place within the said municipality as the Board shall determine.
- 4.7 Right to Vote. At each meeting of owners, every owner shall be entitled to vote subject to the restrictions of Paragraph 4.13 herein set out who is entered on the Register as an owner or who 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 owner 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 owner and 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 owner or mortgagee shall be entitled to only one (1) vote per unit either on a vote by ballot or by a show of hands.
- 4.8 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 an owner 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 prima 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.
- 4.9 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 by 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 owners of the Corporation and may vote in the same manner and to the same extent as such owner. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of paragraph 4.11 of this Article shall apply.
- 4.10 Proxies. Every owner or mortgagee entitled to vote at meetings of owners may by instrument in writing appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his attorney authorized in writing. The instrument appointing a proxy shall be deposited with the secretary of the meeting before any vote is cast under its authority.
- 4.11 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 have only one (1) vote.
- 4.12 Votes To Govern. At all meetings of owners every question shall, unless otherwise required by the Act or the Declaration or by-laws be decided by a majority of the votes as set out in paragraph 4.8 of this section, duly cast on the question.
- 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 owner 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.

5. THE CORPORATION

5.1 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 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, maintaining 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 water, heat and hydro to the common elements and water to individual units;
- (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.

5.2 Powers Of The Corporation. The powers of the Corporation shall include but shall not be limited to the following:

- (a) employment and dismissal of personnel necessary for the 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;
- (d) obtaining and maintaining fidelity bonds 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, as the Board may deem advisable;
- (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;
- (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, subject to the requirements of the Act;
- (j) to lease any part or parts of the common elements as agent of the owners, subject to the requirements of the Act.

6. BOARD OF DIRECTORS

- 6.1 Affairs Of The Corporation. The affairs of the Corporation shall be managed by the Board.
- 6.2 Quorum. Until changed by a by-law, 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. Notwithstanding vacancies, the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.
- 6.3 Qualifications. Each director shall be eighteen (18) or more years of age and need not be an owner 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.
- 6.4 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.
- 6.5 Election And Term.
- (a) The directors of the Corporation elected at the first meeting of the owners held to elect directors shall hold office until the next annual meeting of the owners or the meeting of owners 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 owners of the Corporation to elect a new Board, 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 owner 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 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.
- 6.6 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 owners 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 owners.
 - (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 owners 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 owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.
 - (d) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners 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.

- 6.7 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 two (2) directors 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.
- 6.8 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.
- 6.9 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 owners at which the directors of such Board were elected, provided a quorum of directors be present.
- 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 Subsection 6.11 are complied with.
- 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.
- 6.12 Indemnity Of Directors And Officers. Every director or officer of the Corporation and his heirs, executors, administrators and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:
- (a) any liability and all costs, charges and expenses that he sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him for or in respect of anything done or permitted by him in respect of the execution of the duties of his office; and
 - (b) all other costs, charges and expenses that he sustains or incurs in respect to the affairs of the Corporation;
- provided that:
- (i) no director or officer of the Corporation shall be indemnified by the Corporation in respect of any liability, costs, charges or expenses that he sustains or incurs in or about any action, suit or other proceeding as a result of which he is adjudged to be in breach of any duty or responsibility imposed upon him under the Act or under any other statute unless, in an action brought against him in his capacity as director or officer, he has achieved complete or substantial success as a defendant;
 - (ii) the Corporation is advised of any such action, suit or other proceeding, or cost, charge or expense, forthwith after the director or officer receives notice thereof; and
 - (iii) the Corporation is given the right to join in the defence of the action, suit or proceeding.
- 6.13 Insurance. The Corporation may purchase and maintain insurance for the benefit of a director or officer thereof except insurance against a liability, cost, charge or expense of the director or officer incurred as a result of a contravention of paragraph 6.12 herein.

7. OFFICERS

- 7.1 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 elections the then incumbent, if a member of the Board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the Board from among its members.
- 7.2 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.
- 7.3 Term Of Office. In the absence of written agreement to the contrary the Board may remove at its pleasure any officer of the Corporation.
- 7.4 President. The president shall, when present, preside at all meetings of the owners and of the Board and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the Board has appointed a general manager or managing director, the president shall also have the powers and be charged with the duties of that office.
- 7.5 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 of the Board or at a meeting of owners, if such vice-president is not qualified to attend the meeting as a director or owner, 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.
- 7.6 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.
- 7.7 Secretary. The secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto; he shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in 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.
- 7.8 Treasurer. The treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the Board shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation; 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.
- 7.9 Other Officers. The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.
- 7.10 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.
- 7.11 Compensation. There shall be no compensation paid to any officer comprising the Board, whether elected or appointed.

8. BANKING ARRANGEMENTS AND CONTRACTS

- 8.1 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 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, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banking to do any act or thing on the Corporation's behalf to facilitate such banking business.
- 8.2 Execution Of Instruments. Transfers/deeds of lands, 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 transfer/deed of land, contract or obligation or certificate or any class of transfer/deed of land, contract or obligation or certificate of the Corporation may or shall be signed.

9. FINANCIAL

- 9.1 Financial Year. Until otherwise ordered by the Board, the financial year of the Corporation shall end on the 30th day of April in each year or on such other day as the Board by resolution may determine.

10. NOTICE

- 10.1 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 an owner shall be given or delivered to such person in the manner aforesaid to the address shown for him on the Register. 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.
- 10.2 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.
- 10.3 Omissions And Errors. The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

11. ASSESSMENT AND COLLECTION OF COMMON EXPENSES

- 11.1 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 Register.

- 11.2 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.
- 11.3 Additional Contributions to Common Expenses. Where an owner has been assessed for an additional contribution to the common expenses by reason of his failure to repair or maintain his unit pursuant to the provisions of the Declaration or the by-laws of the Corporation or for any reason as a result of which such owner is liable to pay an additional contribution to the common expenses, such contribution shall be payable forthwith and in default of such payment shall be recoverable by the Corporation in the same manner as unpaid assessments of common expenses.
- 11.4 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 the 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.
- 11.5 Default In Payment Of Assessment.
- (a) 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.
- (b) Arrears of payments required to be made under the provisions of this article 11 shall bear interest at the rate of five per cent (5%) over the prime rate per annum established by the Bank of Canada and shall be compounded monthly until paid.

12. DEFAULT

- 12.1 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.
- 12.2 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.

13. RULES AND REGULATIONS

- 13.1 Rules And Regulations. The rules and regulations attached hereto as Schedule "A" shall be observed by the owners and occupants of the units. The Board may amend such rules or may make such further and other rules as required to promote the safety, security, or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of the units.

- 13.2 Effective Date. Subject to Subsection 13.3 hereof any rule made by the Board shall be effective thirty (30) days after notice thereof has been given to each owner unless the Board is in receipt of a requisition in writing requiring a meeting of the owners to consider the rules.
- 13.3 When Approval Required. If a meeting of owners is required, the rule over which the meeting has been held shall become effective only upon approval at such meeting of owners.
- 13.4 Amendments by Owners. The owners may at any time after a rule becomes effective amend or repeal a rule at a meeting of the owners duly called for that purpose.

14. MISCELLANEOUS

- 14.1 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.
- 14.2 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.
- 14.3 Waiver. No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- 14.4 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.

SCHEDULE "A"
RULES AND REGULATIONS

The following rules and regulations shall be observed by the owners. Any rule made by the Board shall be effective thirty (30) days after notice thereof has been given to each owner unless the Board is in receipt of a requisition in writing requiring a meeting of the owners to consider the rule, whereupon the rule will become effective only upon approval of the owners at such meeting. Failure of the Board or manager to enforce any rule or regulation on any occasion or occasions shall not be construed as a change in the rules or as permission to continue or repeat a breach of such rule or regulation. Any loss, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations in force from time to time by any owner, the owner's family, guests, tenants, servants, agents or occupants of that unit, shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.

1. For the purposes hereof,
 - (a) "common elements" means all of the common elements on the property and includes all of the exclusive use common elements unless otherwise specifically provided herein;
 - (b) "owners" means all of the owners of the units from time to time of the Corporation and shall include any other person occupying the unit with the owner's approval;
 - (c) "property" means all of the units and common elements comprising of the Corporation.
2. Use of the common elements and units shall be subject to rules which the Board may make to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.
3. Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners, occupants and tenants, their families, guests, visitors, servants or agents.
4. Only domestic pets or animals shall be allowed or kept in or about any unit or the common elements. Without limiting the generality of the foregoing, owners are prohibited from keeping in any unit or in any other part of the property dogs which are trained as attack or security dogs. Permitted pets or animals shall not be allowed to create a disturbance. Any pets or animals making disturbing noises or behaving objectionably are liable to be removed from the property. Any pet or animal which, in the opinion of the Board, constitutes a nuisance, shall not be allowed or kept in or about any unit or the common elements or any part thereof. All permitted pets or animals must be controlled by hand-held leash or caged when on the common elements. No owner shall tie up a pet or animal on the common elements nor leave a pet or animal unattended thereon. Any owner who keeps a pet or animal on the property or any part thereof in violation of this rule shall, within two (2) weeks of receipt of a written notice from the Board or the manager requesting the removal of such pet or animal, permanently remove such pet or animal from the property.
5. Pet owners are required to "stoop and scoop". Pet owners should also ensure that the eventual disposal (including disposal of cat litter) is performed in a sanitary manner.
6. Owners shall give the Board prompt written notice of any structural, mechanical or other defect affecting the property as well as of any accident or other defect in the water pipes, heating system, telephone, electric light or other wires.
7. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules and regulations in force from time to time by any owner occupant or tenant, and his or her family guests, visitors, servants or agents, shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.
8. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose tenant, family, guests, visitors, servants or agents shall have caused it.
9. No owner shall do, or permit anything to be done in his or her unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building, or on property kept therein; or result in the cancellation or threat of cancellation of any policy of insurance arranged by the Corporation; or obstruct or interfere with the rights of other owners; or

do anything which is, on a reasonable standard, bound to annoy them or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.

10. Should the occupation or use of a unit result in an increase of premium payable by the Corporation for any policy or policies of insurance, then the owner of such unit shall be liable to the Corporation for the increased premium payable which shall be charged back to the owner as additional contributions towards common expenses and shall be recoverable as such.
11. Water shall not be left running unless in actual use and running water shall not be left unattended. Owners shall take all reasonable measures to conserve water.
12. No owner, occupant or tenant shall create or permit the creation of or continuation of any noise or nuisance which, in the sole discretion of the Board, may or does disturb the comfort or quiet enjoyment of the property by other owners, occupants or tenants, or their families, guests, visitors, servants and persons having business with them.
13. Any repairs to the units or common elements shall be made only during reasonable hours.
14. Owners and occupants shall not overload existing electrical circuits.
15. No owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to the unit without the prior consent of the Board.
16. The owner shall not place, leave or permit to be placed or left in or upon the property any debris, refuse or garbage. Such debris, refuse or garbage shall be contained in properly sealed refuse bags or properly secured containers and placed at the area designated by the Board for the reception of garbage. Such debris, refuse or garbage shall only be placed at the area designated by the Board therefor, after 9:00 p.m. the night before garbage pick-up and before 7:00 a.m. the day of garbage pick-up.
17. The sidewalks, entries, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for purposes other than for ingress and egress to and from their respective units.
18. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or balcony or on the common elements.
19. No driveway or parking space shall be used for any purpose other than to park one operable passenger motor vehicle that is either a private passenger automobile, station wagon, compact van or jeep, or motorcycle, or one light truck weighing less than 3/4 tonne.
20. A protective pad must be placed beneath the kickstand of all motorcycles when parked.
21. No repairs, lubrication or oil change shall be made to any motor vehicle on any part of the property except at the interior of the unit owners' garages.
22. No motor vehicle shall be driven on any part of the common elements in excess of the posted speed. Except where otherwise posted, the fixed speed limit for motor vehicles or bicycles on the common elements shall be ten (10) kilometers per hour.
23. No motor vehicle shall be driven on any part of the property other than on the roadway system or driveways.
24. No owner or occupant shall park a motor vehicle on any part of the property and without limiting the generality of the foregoing, a driveway (other than his or her own driveway) or parking space or fire zone.
25. In the event that the Board, for reasons of maintenance or repair, temporarily requires vacant possession of any driveway, parking space or garage, the owner thereof shall ensure that same is vacated for the period as the Board requires in the circumstances. In the event that such owner fails to so vacate the driveway, parking space or garage upon reasonable notice, the Board shall be entitled to remove or have removed any motor vehicle or other obstruction from the driveway, parking space or garage and the cost thereof shall be charged back against such owner as an additional contribution to the common expenses and shall be recoverable as such.

26. No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit or the common elements. No satellite dishes shall be erected on or fastened to any unit or the common elements.
27. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the common elements including grass, trees, shrubs, hedges, flowers, flower beds, lockstones and curbing.
28. No owner may landscape any part of the common elements without obtaining the prior written consent of the Board.
29. No building, structure, shed or tent shall be erected by an owner on the units or the common elements without the prior written consent of the Board.
30. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the property except where authorized by the Board.
31. No clothesline shall be erected nor shall clothes be allowed to dry outside of a unit or on the common elements.
32. No goods and chattels may be left or stored on the common elements except as specifically authorized by the Declaration, by-laws, and rules and regulations of the Board.
33. Water-cooled central air conditioning units are prohibited. Owners may install any other type of air conditioner provided that the location thereof, the method of such installation and additional materials used therefor shall be subject to the prior written consent of the Board.
34. Owners shall not conduct or permit to be conducted any auctions or yard sales (commonly known as "garage sales") on any part of the property, without the prior written consent of the Board thereto.
35. No stores of coal or any combustible or like offensive goods, provisions or materials shall be kept on the property, other than for use in the fireplace.
36. Owners shall not use flammable fluids to start fires in fireplaces. Flues shall be opened before igniting fires.
37. Embers shall be disposed of only once they are cold and shall be placed in a metal container.
38. All owners of units using fireplaces shall have such fireplace chimneys cleaned annually.
39. The rules shall be reasonable and consistent with the Act, the declaration and by-laws and the owners may, at any time after a rule becomes effective, amend or repeal a rule at a meeting of owners duly called for that purpose.

FOR OFFICE USE ONLY

976265

RECEIVED

DEPT. OF LAND REGISTRAR

OTTAWA

'96 05 7 16 10

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

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

(3) Property Identifier(s) 15408-0001 to 15408-0158 inclusive Block Property Additional: See Schedule

(4) Nature of Document
BY-LAW NO. 4 (CONDOMINIUM ACT)

(5) Consideration
Dollars \$

(6) Description
All of the Units and Common Elements comprising the property included in Carleton Condominium Plan No. 408, in the City of Nepean, Regional Municipality of Ottawa-Carleton Land Titles Division of Ottawa-Carleton (No. 4)

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

(8) This Document provides as follows:

CARLETON CONDOMINIUM CORPORATION NO. 408 hereby certifies that the By-Law No. 4 attached hereto was made in accordance with the Condominium Act, c.C. 26 of the Revised Statutes of Ontario, 1990 and any amendments thereto, the Declaration and the By-laws of the Corporation; and that the said By-Law No. 4 has not been amended and is in full force and effect.

See By-Law attached.

Continued on Schedule

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

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

CARLETON CONDOMINIUM CORPORATION NO. 408 *B. Mackinnon* 1996 05 02
Victoria Mackinnon Brian Fitzpatrick

Linda Hatt 1996 05 02
Linda Hatt
We have authority to bind the Corporation

(11) Address for Service **427 Laurier Avenue West, Suite 300, Ottawa, Ontario K1R 7Y2**

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

(13) Address for Service

(14) Municipal Address of Property **Multiple**

(15) Document Prepared by:
**Susan M. Gibson
Soloway, Wright
427 Laurier Avenue West
Suite 900
Ottawa, Ontario K1R 7Y2
BOX 313/hb**

Fees and Tax	
Registration Fee	
Total	

BY-LAW NO. 4


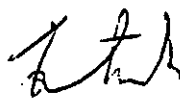
Be it enacted a by-law of Carleton Condominium Corporation No. 408 (the "Corporation") as follows:

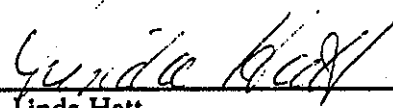
1. That the Corporation be and is hereby authorized to enter into a Property Management Agreement with Minto Developments Inc. dated the 2nd day of May, 1996.
2. That the Corporation be and is hereby authorized to terminate the Insurance Trust Agreement registered on August 17, 1988 under Instrument No. 575172 due to the refusal of the Trustee to act as Trustee; and to enter into a new Insurance Trust Agreement with Montreal Trust Company dated the 2nd day of May, 1996.

Carleton Condominium Corporation No. 408 hereby enacts the foregoing by-law by the vote of its sole owner which owns 100% of the common elements.

Dated at Ottawa, this 2nd day of May, 1996.

CARLETON CONDOMINIUM CORPORATION NO. 408

Per:  
 Victoria MacKinnon Brian Fitzpatrick
 President Treasurer

Per: 
 Linda Hatt
 Secretary

We have the authority to bind the Corporation

FOR OFFICE USE ONLY

96 05 8 14 40
New Property Identifiers
Additional: See Schedule

Executions
Additional: See Schedule

(1) Registry Land Titles (2) Page 1 of 7 pages

(3) Property Identifier(s) 15408-0001 to 15408-0158 inclusive
Block Property
Additional: See Schedule

(4) Nature of Document
NOTICE OF INSURANCE TRUST AGREEMENT

(5) Consideration
Dollars \$

(6) Description
All of the Units and Common Elements comprising the property included in Carleton Condominium Plan No. 408, in the City of Nepean, Regional Municipality of Ottawa-Carleton Land Titles Division of Ottawa-Carleton (No. 4)

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

(8) This Document provides as follows:
CARLETON CONDOMINIUM CORPORATION NO. 408 has an unregistered estate, right, interest or equity in the land registered in the name of Carleton Condominium Corporation No. 408 on behalf of the registered owners as described above and hereby applies under Section 71 of the Land Titles Act for the entry of a Notice of Insurance Trust Agreement in the register for the said lands.
Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature Y M D
CARLETON CONDOMINIUM CORPORATION NO. 408, by its solicitor *Susan M. Gibson* 1996 05 8

(11) Address for Service **427 Laurier Avenue West, Suite 300, Ottawa, Ontario K1R 7Y2**

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

(13) Address for Service **427 Laurier Avenue West, Ottawa, Ontario K1R 7Y2**

(14) Municipal Address of Property
Multiple

(15) Document Prepared by:
**Susan M. Gibson
Soloway, Wright
427 Laurier Avenue West
Suite 900
Ottawa, Ontario K1R 7Y2
BOX 313/hb**

Fees and Tax	
Registration Fee	50-
Total	

THIS AGREEMENT made this 2nd day of May, 1996 (the "Agreement"),

BETWEEN:

**CARLETON CONDOMINIUM
CORPORATION NO. 408**

hereinafter called the "Corporation"

OF THE FIRST PART

AND:

MONTREAL TRUST COMPANY OF CANADA

hereinafter called the "Trustee"

OF THE SECOND PART

WHEREAS the Corporation has obtained certain policies of insurance insuring certain buildings and property therein described (hereinafter called the "Buildings");

AND WHEREAS the Corporation desires to enter into an agreement with the Trustee, which agreement is to make provisions for the receipt of and the expeditious payment out of the proceeds of such insurance in the event of damage to the property as described in the Description registered pursuant to the Condominium Act, R.S.O. 1990, c. C. 26, as amended (hereinafter called the "Act") and insured thereby, where such proceeds exceed an amount equal to Ten Thousand Dollars (\$10,000.00) for any one loss.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the mutual covenants herein contained, it is hereby mutually agreed and acknowledged by and between the parties hereto as follows:

ARTICLE I - DEFINITIONS

- 1.1 The terms used in this Agreement shall have ascribed to them the definitions contained in the Act, the declaration and the by-laws of the Corporation.

ARTICLE II - APPOINTMENT OF TRUSTEE

- 2.1 The Corporation hereby appoints the Trustee to act as trustee pursuant to the provisions of the declaration and by-laws of the Corporation, copies of which are submitted herewith to the Trustee.

ARTICLE III - PAYMENT BY TRUSTEE

All insurance proceeds in respect of the Buildings or the property, providing they exceed Ten Thousand Dollars (\$10,000.00) for any one loss shall be received by the Trustee and be held by it in trust and paid in accordance with the following terms and conditions.

- 3.1 In the event of damage to the Buildings (or in the event of damage to the property of the Corporation, excluding the Buildings and Units), if the Trustee receives a certificate duly executed by the President (or Vice-President) and the Secretary of the Corporation, certifying that:

- (a) the loss exceeds Ten Thousand Dollars (\$10,000.00),

- (b) the Board of Directors of the Corporation (hereinafter called the "Board") had determined that less than 25% of the Buildings or property has been substantially damaged, or
- (c) the Board had determined that 25% or more of the Buildings or property has been substantially damaged, and that owners who own 80% of the units have voted for repairs within sixty (60) days of such determination by the board

the Trustee shall upon written request of the Board, disburse the proceeds of all insurance received by it relative to such damage, towards the cost of repairing such damage, from time to time, as the repairs of such damage progress, or to the unit owner if a certificate is given pursuant to paragraph 3.2 (a) (i) hereof.

3.2 The written request of the Board referred to in paragraph 3.1 above, shall be accompanied by the following:

- (a) a certificate signed by the President (or the Vice-President) and the Secretary of the Corporation dated not more than thirty (30) days prior to such request and countersigned by the architect or engineer, if any, employed by the Board in connection with such repairs, certifying either of the following:
 - (i) that part of the monies so received by the Trustee is attributable to loss to a Unit and the Board has decided that the sum so requested is to be paid directly to the owner of the Unit;
 - (ii) that the sum then requested either has been paid by the Board or is justly due to contractors, subcontractors, materialmen, engineers, architects, management or other persons who have rendered services or furnished materials for repairs therein specified, the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereto, that no part of such expenditures has been or is being made the basis of any previous or then pending request for the payment of insurance proceeds then held by the Trustee, or has theretofore been paid out of such insurance proceeds, and that the sum then requested does not exceed the value of the services and materials described in such certificates;
 - (iii) that except for the amount, if any, stated in such certificate to be due for services or materials, there is no outstanding indebtedness known to the Board, after due enquiry, which is then due for labour, wages, materials, supplies or services in connection with such repairs which if unpaid might become the basis of construction lien, by reason of such repair, to the Buildings or any part thereof and that such architect or engineer is not personally aware of any such indebtedness; and
- (b) an opinion of the solicitor acting for the Corporation or other evidence reasonably satisfactory to the Trustee to the effect that there has not been filed with respect to the Buildings or the property, or any part thereof, any construction lien which has not been discharged except as will be discharged by payment of the amount then requested.

3.3 Any balance of proceeds of insurance remaining in the Trustee's hands after payment in full of the cost of the repairs of the Buildings as aforesaid, shall be paid over by the Trustee to the Corporation.

3.4 If, upon the receipt of any certificate referred to above, the Trustee shall not have sufficient funds to pay the amount due and owing as set out therein, the Corporation shall be so notified by the Trustee, and the Corporation shall further notify in writing the Trustee as to which of the persons or companies set forth in the said certificate are to be paid by the Trustee.

- 3.5 In the event of damage to the Buildings, if the Trustee receives a certificate duly executed by the President or Vice-President and the Secretary of the Corporation, certifying that the board has determined that twenty-five percent (25%) or more of the Buildings has been substantially damaged, but owners who own eighty percent (80%) or more of the Units have voted for termination within sixty (60) days of such determination in accordance with the provision of Section 42 of the Act, or otherwise, the Trustee shall hold all proceeds for the owners in proportion to their respective common interest and shall disburse such proceeds to the owners in such proportions upon registration of a Notice of Termination by the Corporation. Provided, however, that any proceeds payable by the Trustee to the owners shall be subject to payment in favour of any mortgagees to whom such loss shall be payable under such policies of insurance, and in satisfaction of any liens registered by the Corporation against such Unit in accordance with the applicable provisions of the Act and the Declaration.
- 3.6 In the event of damage to the property excluding the Buildings and the Units, the Trustee shall disburse the proceeds of insurance in its hands and arising out of such damage towards the cost of repairing such damage or replacing damaged property from time to time, as the repairs of such damage or replacement of the damaged property progress, upon the written request of the Board accompanied by the certificate referred to in 3.2 (a) above and the opinion of a solicitor referred to in 3.2 (b) above.
- 3.7 The Trustee shall not be under any duty to enquire as to the correctness of any amounts received by it on account of the proceeds of any insurance, nor shall it be under any obligation to take any steps to enforce the payment thereof to it.

ARTICLE IV - DEFICIENCY OF INSURANCE PROCEEDS

- 4.1 The Corporation shall be promptly notified of any proceeds of insurance deposited with the Trustee on behalf of the Corporation, and the Trustee shall be under no obligation to make any payments specified in this Agreement except out of the proceeds of insurance held in trust for the Corporation.

ARTICLE V - LIABILITY AND INDEMNIFICATION OF TRUSTEE

- 5.1 The Trustee shall have no duties except those which are expressly set forth in this Agreement and shall in no way be responsible or liable for any loss, cost or damage which may result from anything done or omitted to be done by such Trustee hereunder, except where such loss, cost or damage results from the negligence or bad faith of the Trustee.
- 5.2 The Trustee shall be protected in acting upon any certificate, statement, request, consent, agreement or other instrument whatsoever, not only as to its due execution and validity and the effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which it shall, in good faith, believe to be genuine, and to have been signed and presented by the proper person or persons.
- 5.3 The Trustee shall have no responsibility with respect to any cheques deposited with it hereunder except the usual responsibilities of a collecting bank and it shall have no responsibility with respect to the application of any funds paid by it pursuant to the provisions of this Agreement.
- 5.4 The Corporation shall reimburse the Trustee for all expenses incurred by it in connection with its duties under this Agreement and shall indemnify it and save it harmless against any and all liabilities, costs and expenses including legal fees, for anything done or omitted to be done by it in the performance of this Agreement, except as a result of negligence or bad faith of the Trustee.

ARTICLE VI - TERMINATION OF AGREEMENT

- 6.1 At any time hereafter, the Corporation or its successors, shall have the unrestricted right to terminate this Agreement by thirty (30) days' written notice to the Trustee, upon delivery to the Trustee of a duplicate original agreement between the Corporation and a trust company registered under The Loan and Trust Corporation Act or a chartered bank, or such corporation as the Board in its discretion may deem advisable in the event that the Corporation is unable to enter into such agreement with such trust company, or such chartered bank by reason of their refusal to act, pursuant to which such other trust company or chartered bank or corporation shall assume such duties as trustee, in the place of the Trustee herein. Following such termination, upon payment to the Trustee herein of all fees and charges due to the Trustee hereunder, the Trustee herein shall turn over all sums deposited with it and remaining in its hands to such new Trustee and, thereupon, its obligations hereunder shall cease.
- 6.2 The Trustee may at any time resign from its duties hereunder by giving to the Corporation not less than thirty (30) days' notice in writing thereof and its obligations hereunder (except for the payment of any sums remaining in its hands to a successor trustee, as hereinafter provided) shall cease. Following such resignation, upon payment to the Trustee of all fees and charges due to it hereunder and upon delivery to it of a duplicate original agreement between the Corporation and another trust company registered under The Loan and Trust Corporation Act or a chartered bank, or such corporation as the Board in its discretion may deem advisable in the event that the Corporation is unable to enter into such agreement with such trust company, or such chartered bank by reason of their refusal to act, pursuant to which such other trust company or chartered bank or corporation shall assume such duties as trustee in the place of the Trustee herein, the Trustee herein shall turn over all sums deposited with it and remaining in its hands to such new trustee and, thereupon, its obligation hereunder shall cease.

ARTICLE VII - TERMINATION OF CONDOMINIUM

- 7.1 Notwithstanding anything to the contrary herein contained where a notice of termination is registered in accordance with the provisions of the Act, the Board shall forthwith notify the Trustee in writing of such registration, and, upon receipt of such notice, the Trustee shall pay any insurance proceeds then in its hands to the owners and any mortgagees with respect to the units of such owners in the proportion of each owner's common interest and in satisfaction of any liens registered by the Corporation against such unit in accordance with the priorities thereof.

ARTICLE VIII - MODIFICATION OR AMENDMENT OF AGREEMENT, DECLARATION AND BY-LAWS AND RIGHTS OF THIRD PARTIES

- 8.1 This Agreement shall not be modified or amended without the consent of the parties hereto and any mortgagee holding first mortgages on more than fifty percent (50%) of the units. Any amendments to the declaration or by-laws shall be communicated to the Trustee by the Corporation.
- 8.2 Upon being advised of damage to the building or upon receipt of any monies in accordance with the terms of this Agreement, the Trustee shall notify all mortgagees shown on the Corporation's register and which are made known to it from time to time.
- 8.3 Certain provisions of this Agreement are for the benefit of the mortgagees of the units and all such provisions are covenants for the benefit of any mortgagee shown on the Corporation's register and may be enforced by such mortgagee.

ARTICLE IX - ADDRESS FOR SERVICE

- 9.1 Any certificate, declaration or notice in writing given to the Corporation, pursuant to this Agreement, shall be sufficiently given if mailed by prepaid registered post to the Corporation or the Board at:

c/o Minto Developments Inc.
100-187 Lyon Street
Ottawa, Ontario
K1R 7Y4

- 9.2 Any certificate, declaration or notice in writing given to the Trustee pursuant to this Agreement shall be sufficiently given if mailed by prepaid registered post to the Trustee at:

Montreal Trust Company of Canada
Personal Trust Services
119 Queen Street
Ottawa, Ontario
K1P 6L8

- 9.3 Any certificate, declaration or notice in writing given to the Trustee shall be deemed to have been received on the third business day next following the date of such mailing.

ARTICLE X - REMUNERATION OF TRUSTEE

- 10.1 The Corporation shall pay the Trustee's reasonable fees and charges for acting hereunder as such Trustee, and it is covenanted and agreed between the parties hereto that the Corporation shall pay the Trustee the fees set out in Schedule "A" attached hereto which Schedule shall form part of this Agreement.

ARTICLE XI - ASSIGNMENT OF AGREEMENT

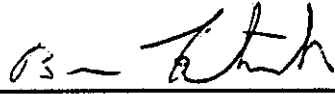
- 11.1 This Agreement shall be binding upon and enure to the benefit of the parties hereto, and their respective successors and assigns, and this Agreement shall not be assignable by the Trustee without the prior written consent of the Board.

ARTICLE XII - ACCEPTANCE OF TRUST

12.1 The Trustee hereby accepts the trust herein set forth.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 2nd day of May, 1996.

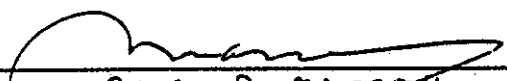
CARLETON CONDOMINIUM CORPORATION NO. 408


PER: 
Victoria MacKinnon, Vice-President
Brian Fitzpatrick, Treasurer

PER: 
Linda Hatt, Secretary

We have the authority to bind the Corporation

MONTREAL TRUST COMPANY OF CANADA

PER: 
Name: ROBERT R. MASSEY
Title: BRANCH MANAGER

PER: 
Name: JAMES FAY
Title: AGENCY ACCOUNT OFFICER

We have authority to bind the Corporation

SCHEDULE "A"

**MONTREAL TRUST COMPANY OF CANADA
AS TRUSTEE UNDER
CONDOMINIUM INSURANCE TRUSTS**

SCHEDULE OF FEES

Acceptance Fee	\$300.00
Annual Stand-by Fee	\$300.00

For disbursing insurance proceeds**

1% on first \$100,000 insurance monies

1/2 of 1% on excess over \$100,000.00

** These fees are in addition to the acceptance and annual stand-by charges and apply only in the event of a claim.

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 408

BY-LAW NO. 5

BE IT ENACTED as By-Law No. 5 (being a by-law respecting common element modifications) of CARLETON CONDOMINIUM CORPORATION NO. 408 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

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

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

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

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

**ARTICLE III
PERMITTED MODIFICATIONS**

Unit owners may make any one or more of the following modifications to the common elements, subject in each case to the terms and conditions set forth in Article IV hereof:

1. Installation of a mailbox.
2. Installation of exterior light fixture(s).
3. Installation of a satellite dish.
4. Installation of flower boxes.
5. Installation of a storm (screen) door.
6. Enlargement of rear patio areas (original patios were made of regular concrete patio stones and were 7 ft. x 8 ft.)
7. Installation of central air conditioning unit in exclusive use yard area.

**ARTICLE IV
TERMS AND CONDITIONS**

The within approval of the modifications described in Article III (herein called the "modification(s)") is subject to the following terms and conditions and any unit owner carrying out, or having carried out, any such modification(s) agrees with the Corporation and all other unit owners, on his/her own behalf and on behalf of his/her successors and assigns, to be bound by and to comply with all such terms and conditions, namely:

1. No modification shall be made or kept except with the prior written approval of the Corporation, such approval to be at the sole discretion of the Board. The modification shall comply with all plans, drawings, specifications, colours and/or other requirements as may be approved in writing by the Board or as may be set forth in the By-laws, Rules or Policies of the Corporation. Furthermore, prior to proceeding with the modification, the owner shall obtain and provide to the Corporation such permits and professional certificates as may be requested in writing by the Board.
2. All modifications shall comply with all municipal, provincial and federal legislation, including all municipal By-Laws and building regulations. The owner shall investigate and determine all occupational health and safety requirements that apply to any work related to the modification (including work related to installation, repair or maintenance of the modification) and shall ensure that all of those requirements are met.
3. The modification shall be maintained and repaired in a good and safe condition by the owner at the owner's sole expense. The Corporation shall not be responsible to maintain or repair the modification, nor shall the Corporation be responsible to obtain any insurance with respect to the modification. The modification shall be at the sole risk and expense of the owner and the modification shall be owned by the owner.
4. In the event that the owner fails to maintain or repair the modification as required herein, the Corporation may, at its option and after notifying the owner and affording the owner a reasonable opportunity to effect such maintenance or repair, carry out such maintenance or repair and all costs and expenses incurred by the Corporation in arranging and carrying out the maintenance or repair shall be payable to the Corporation by the owner and shall be collectible in accordance with Article IV(7) hereof.
5. The owner shall obtain insurance against any and all risks of damage or harm to persons or property or any other liability which may arise in connection with the modification. The owner shall provide to the Corporation proof satisfactory to the Corporation that such insurance is in place within a reasonable period of time following any request by the Corporation for such proof.
6. The owner shall fully and completely indemnify and save harmless the Corporation from and against any and all loss, costs, expenses, claims or damages, of whatever kind and however arising, as a result of a breach of any of these terms and conditions, or otherwise relating to the modification, including any claims against the Corporation for damages resulting from, caused by, or associated with the modification. Without limiting the generality of the foregoing, the owner shall be responsible for all costs and expenses incurred in order to remove the modification to afford the Corporation access to any portion of the property (for the purposes of carrying out repair or maintenance, or for any other reason) as well as reinstatement of the modification (if desired), and the Corporation shall have no obligation for any damage which may be caused to the modification as a result of any such required access.
7. Any amounts owing to the Corporation by the owner as a result of these terms and conditions shall be added to the owner's common expenses and shall be collectible against the owner, together with all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collections of the amount, in the same manner as common expenses, including by way of Condominium lien in accordance with the *Condominium Act*.

8. In addition to any other rights and remedies available to the Corporation hereunder or otherwise, in the event that the owner contravenes any of the within terms and conditions, the Corporation shall be entitled, upon ten days written notice to the owner, to remove the modification and to restore the common elements to their previous condition. All costs and expenses associated with such removal and restoration shall be the responsibility of the owner and shall be payable by the owner to the Corporation, and collectible in accordance with Article IV(7) hereof.
9. The modification shall be carried out at the sole risk and expense of the owner.
10. Any notice required hereunder may be delivered as set out in the by-laws of the corporation.
11. All of these terms and conditions shall be binding upon the successors, assigns and transferees of the owner.
12. Except where otherwise indicated, all of these terms and conditions shall similarly apply to any modification(s) carried out prior to the enactment of this by-law.

NOTES:

- Any other modifications to the common elements not listed herein may require separate approval by a vote of the unit owners in accordance with the Act, and the Declaration.
- The Corporation may carry out changes to the common elements provided it complies with the requirements in the Act.

**ARTICLE V
ACKNOWLEDGEMENT**

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

**ARTICLE VI
PREVIOUS BY-LAWS**

1. Where any provision in this by-law is inconsistent with the provisions of any previous by-law, the provisions of this by-law shall prevail and the previous by-law shall be deemed to be amended accordingly.
2. Without limiting the generality of the foregoing, paragraph 26 of Schedule "A" of By-law No. 3 is replaced with the following:

No television antenna, aerial, tower, satellite dish or similar structure and appurtenances thereto shall be erected on or fastened to any unit or the common elements without the prior written consent of the Board of Directors.

**ARTICLE VII
MISCELLANEOUS**

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

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

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

DATED this day of , 2003.

CARLETON CONDOMINIUM CORPORATION NO. 408

 Name:
 Title:

I have authority to bind the Corporation.

• All rights reserved.

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

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

SCHEDULE "1"
Acknowledgement Respecting Modification To Common Elements

TO:

CARLETON CONDOMINIUM CORPORATION NO. 408
("the Corporation")

FROM:

_____ (please print name(s)) ("the Owner")

WHEREAS:

1. The owner is the registered owner of Unit _____, Level 1, Carleton Condominium Plan No. 408 (municipal address: _____).

2. Please choose one of the following [delete all that do not apply]:

- i) The Owner is not a spouse.
- ii) The Owners are spouses of one another.
- iii) The Owner is a spouse. The person consenting below is the Owner's spouse.

3. The owner wishes to carry out the following modification to the common elements:

_____ ("the Modification")

4. The Modification is item number(s) _____ in Article III of By-Law No. 5 of the Corporation.

5. (If appropriate, add:) Additional detail respecting the modification is contained in the drawings and/or specifications attached as Appendix "1".

NOW THEREFORE:

The owner acknowledges that the owner is bound by all of the terms and conditions listed in Article IV of the Corporation's By-Law No. 5 and that the said terms and conditions constitute an agreement between the Corporation and the owner as stated in that By-law. The owner also agrees to comply with all other By-Laws and Rules of the Corporation that apply to the Modification.

DATE: _____

CARLETON CONDOMINIUM CORPORATION NO. 408

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

Witness Signature

Owner
Print Name:

Witness Signature

Owner
Print Name:

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 408

BY-LAW NO. 6

BE IT ENACTED as By-Law No. 6 (being a by-law to define standard units) of Carleton Condominium Corporation No. 408 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

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

**ARTICLE II
GENERAL**

- 1) The purpose of this by-law is to define the standard units in this condominium, in accordance with the requirements of the Act.
- 2) The standard unit does not include features which are part of the common elements. The Corporation's declaration determines which features are part of the common elements and which features are part of the units. To the extent that the attached schedules include features which are part of the common elements, they are included for reference and information purposes. They are not intended to be part of the standard unit.
- 3) In this condominium, there are three (3) different classes of standard units. Each class is based upon a different model of unit in this condominium. The standard unit for each class or model is defined and described further in plans and specifications contained in the schedule(s) indicated for the particular class. The classes and schedule(s) are as follows:

Class Number	Class Description	Units	Schedule(s)
1	Two storey, without garage	Units: 1, 2, 3, 6, 12, 45, 46, 47, 48, 49, 55, 56, 57, 58, 59, 60, 65, 71, 72, 73, 74, 75, 76, 77, 84, 85, 86, 87, 88, 94, 95, 96, 97, 98, 103, 104, 105, 106, 107, 115, 116, 117, 118, 122, 123, Level 1	"1" and "2"
2	Two storey with garage	Units: 4, 5, 7, 8, 9, 10, 11, 25, 26, 27, 28, 29, 30, 43, 44, 50, 51, 52, 53, 54, 61, 62, 63, 64, 66, 67, 68, 69, 70, 78, 79, 80, 81, 82, 83, 89, 90, 91, 92, 93, 99, 100, 101, 102, 108, 109, 110, 111, 112, 113, 114, 119, 120, 121, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 138, 139, 140, 141, 142, 143, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, Level 1	"1" and "3"
3	Three storey, with garage	Units: 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 134, 135, 136, 137, 144, 145, 146, 147, Level 1	"1" and "4"

**ARTICLE III
MISCELLANEOUS**

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

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

DATED this 20 day of May, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 408


 Print Name: CLAIRE DUFRESNE
 Print Title: SECRETARY

I have authority to bind the Corporation

Version 3 - October 2001

© All rights reserved.

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

Carleton Condominium Corporation No. 408
Specifications

General

- Doors: Interior passage doors are hollow with plastic doorknobs (keyless one side)
 Electrical: Plastic light switches and outlets
 Fireplace: Wood burning fireplace with brass trimmed glass doors, oak mantle and ceramic tile hearth (With option for fan in Class 3)
 Railings: Oak handrails with wrought iron spindles

Entrance

- Front Door: Hollow metal clad door, brass doorknob, deadbolt and door chimes (Glass insert in Class 1)
 Flooring: Vinyl, standard quality
 Walls: Drywall, primed and painted with two coats of premium quality paint (Glidden Professional)
 Ceiling: Stipple on drywall
 Closet: Double sliding closet doors with one interior shelf

Kitchen

- Flooring: Vinyl tile, standard quality
 Walls: Drywall, primed and painted with two coats of premium quality paint (Glidden Professional)
 Ceiling: Drywall, primed and painted with two coats of premium quality paint (Glidden Professional) (height 7'9")
 Trim: Wood, solid pine (knotty), primed and painted with two coats of premium quality paint (Glidden Professional)
 Lighting: Two standard ceiling light fixtures (globe cover)
 Exhaust Fan: Standard exhaust fan, vented to the outside
 Cabinets: Colonial press-board cabinets (oak finish or melamine) with brass/oak handles
 Countertops: Arborite, standard quality with backsplash and ceramic tile above counter to bottom of cupboards.
 Sink: Stainless steel double sink with standard faucet
 Appliances: Admiral Built-in Dishwasher, Standard Fridge and Stove

Dining Room/Living Room

- Flooring: Parquet flooring, premium quality
 Walls: Drywall, primed and painted with two coats of premium quality paint (Glidden Professional)
 Ceiling: Stipple on drywall (height 7'9")
 Trim: Wood, solid pine (knotty), primed and painted with two coats of premium quality paint (Glidden Professional)
 Lighting: Chandelier light fixture in dining room (small size)

Bathroom(s)**Master Bathroom: (Upstairs off of main hallway)**

- Flooring: Vinyl, standard grade
 Walls: Drywall, primed and painted with two coats of premium quality paint (Glidden Professional)
 Ceiling: Drywall, primed and painted with two coats of premium quality paint (Glidden Professional) (height 7'9")
 Trim: Wood, solid pine (knotty), primed and painted with two coats of premium quality paint (Glidden Professional)
 Fan: Exhaust fan, vented to the outside
 Lighting: Fluorescent ceiling light above sink
 Toilet: Standard grade

Bathtub:	Regular size bathtub with shower curtain rod, standard faucet, shower head, and ceramic tile around bathtub to ceiling
Sink:	Enamel covered metal sink with standard faucet
Mirror:	Large size
Medicine Cabinet:	Built in Cabinet style, glass shelving, cupboard door with pine trim
Cabinets:	Standard oak coloured cabinet base unit under sink with plastic handles
Countertops	Standard arborite with back-splash

Ensuite Bathroom: (See Schedule 3 Type 4)

Flooring:	Vinyl, standard grade
Walls:	Drywall, primed and painted with two coats of premium quality paint (Glidden Professional)
Ceiling:	Drywall, primed and painted with two coats of premium quality paint (Glidden Professional) (height 7'9")
Mirror:	Large Size wall mounted
Medicine Cabinet:	Built in Cabinet style, glass shelving, cupboard door with pine trim
Trim:	Wood, solid pine (knotty), primed and painted with two coats of premium quality paint (Glidden Professional)
Fan	Exhaust fan, vented to the outside
Lighting:	Fluorescent ceiling light above sink
Toilet:	Standard grade
Sink:	ceramic sink with standard dual control faucet, colonial oak cabinet base unit with plastic handles under sink
Shower	Shower stall corner unit with swing door

Ensuite Bathroom: (See Schedule 3 Type 5, Schedule 4 Type 1 & Type 2)

Flooring:	Vinyl, standard grade
Walls:	Drywall, primed and painted with two coats of premium quality paint (Glidden Professional)
Ceiling:	Drywall, primed and painted with two coats of premium quality paint (Glidden Professional) (height 7'9")
Trim:	Wood, solid pine (knotty), primed and painted with two coats of premium quality paint (Glidden Professional) , arborite countertops (marble pattern),
Medicine Cabinet:	Built in Cabinet style, glass shelving, cupboard door with pine trim.
Fan	Exhaust fan, vented to the outside
Lighting:	Fluorescent ceiling light above sink
Toilet:	Standard grade
Bathtub:	Regular size bathtub with shower curtain rod, standard faucet, shower head, and ceramic tile around bathtub to ceiling
Sink:	Enamel covered metal sink with standard faucet
Mirror:	Large size

Powder Room:

Flooring:	Vinyl, standard grade
Walls:	Drywall, primed and painted with two coats of premium quality paint (Glidden Professional)
Ceiling:	Drywall, primed and painted with two coats of premium quality paint (Glidden Professional) (height 7'9")
Trim:	Wood, solid pine (knotty), primed and painted with two coats of premium quality paint (Glidden Professional)
Fan	Exhaust fan, vented to the outside
Lighting:	Fluorescent ceiling light above sink
Toilet:	Standard grade
Sink:	Enamel covered metal sink with standard faucet
Mirror:	Large size wall mounted

Linen Closet:

Double closet doors with plastic handles, five shelves

Bedroom(s)

Flooring: Carpet, cushioned, medium quality with construction grade Hush Puppy underpad
 Walls: Drywall, primed and painted with two coats of premium quality paint (Glidden Professional)
 Ceiling: Stipple on drywall (height 7'9")
 Trim: Wood, solid pine (knotty), primed and painted with two coats of premium quality paint (Glidden Professional)
 Closet: Triple sliding closet doors with two interior shelves in master bedrooms, except Schedule 3 Type 5 where master bedroom has four sliding closet doors
 Double sliding closet doors with one interior shelf in secondary bedrooms, except Schedule 3 Type t where bedroom two has triple sliding closet doors
 Lighting: No lighting in Master Bedroom. Central ceiling 2-bulb incandescent light fixture in all other bedrooms.

Basement

(Recreation room and laundry room finished, remainder of basement unfinished)

Staircase: Oak staircase to basement with parquet flooring
 Flooring: Linoleum tile on cement
 Walls: Drywall, with wainscoting on bottom half
 Ceiling: Stipple on drywall
 Trim: Standard wood trim
 Lighting: Two incandescent ceiling fixtures
 Laundry Room: Linoleum on concrete floor, standard laundry tub with washer and dryer outlets and venting
 Heating: Baseboard heating in finished area of basement

Garage

Size: Single car
 Flooring: Asphalt floor
 Walls: Drywall, taped and unpainted
 Ceiling: Drywall
 Doors: Metal garage door (Stanley model #0497)

Plumbing and Mechanical Systems

Central gas forced warm air heating (sheet metal duct distribution)
 One electric baseboard heater in basement
 Central air conditioning (Class 1)
 Heating ducts sized for future air conditioning (Classes 2 and 3)
 Rough-in for dishwasher
 Copper piping
 PVC drainage pipes
 Two exterior hose connections (one in garage and one outside in rear)

Electrical

200 amp electrical panel (for Classes 1 and 2)
 100 amp electrical panel (for Class 3)
 Standard cable/phone hook-up
 Hardwired smoke detector

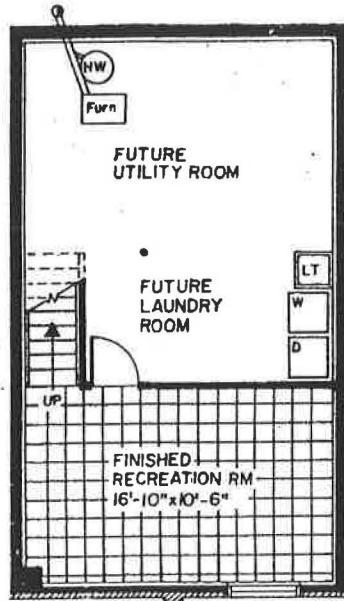
Standard Features

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
- electric 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

TYPE 3

3 BEDROOM VILLA



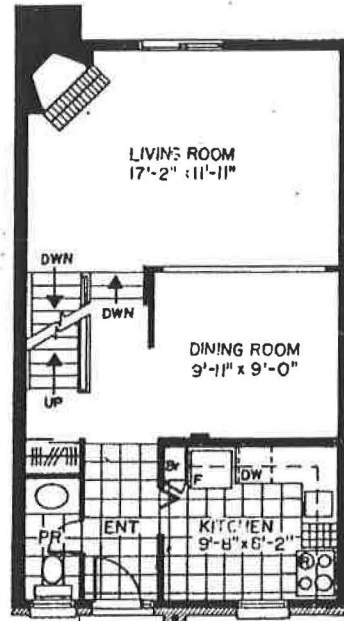
BASEMENT 3-03



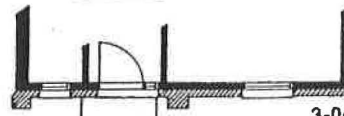
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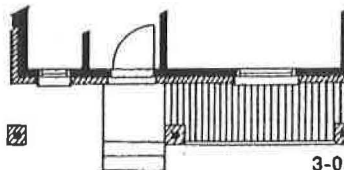
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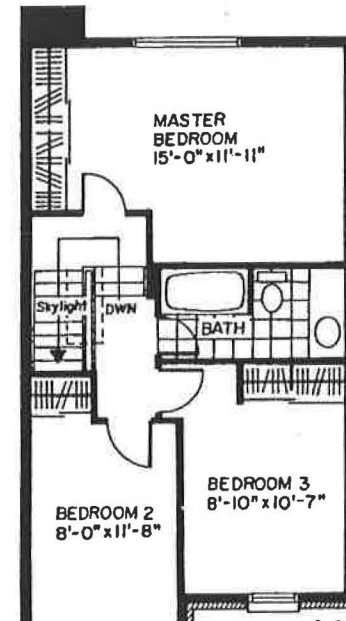
GROUND FLOOR 3-03



3-04



3-05



SECOND FLOOR 3-03



3-04



3-05

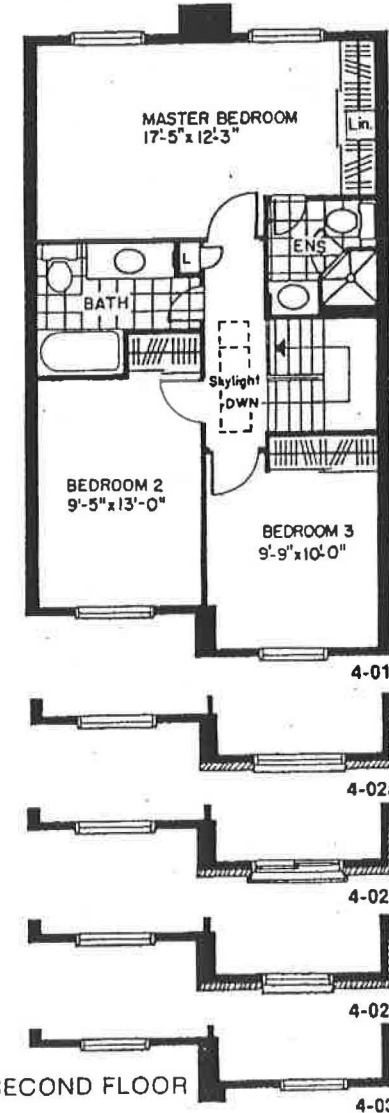
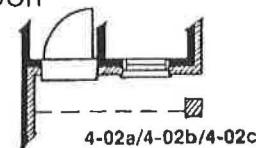
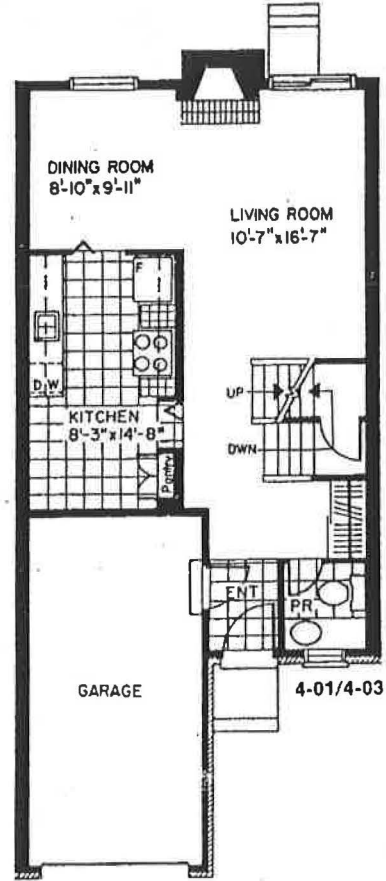
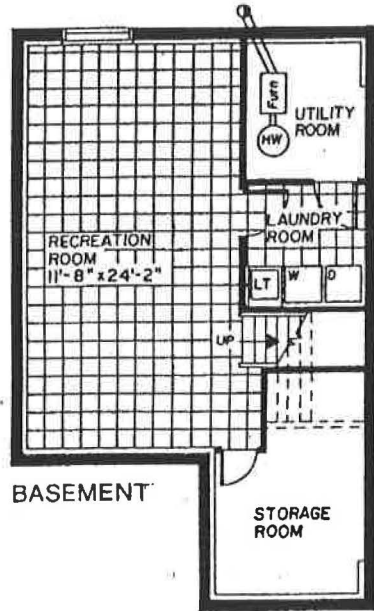
Schedule "2"
Plan for Class 1 - Two Storey, without Garage

E. & O.E.
5-6-92-1

TYPE 4
3 Bedroom Villa

Castlebrook Village

in CENTREPOINTE

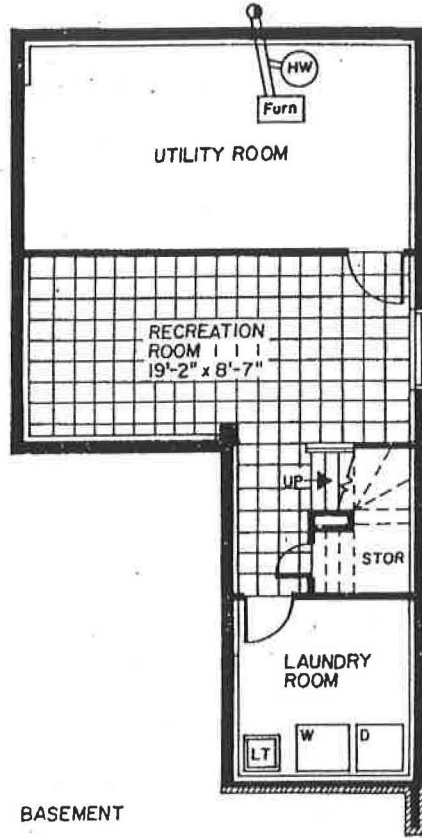


E. & O.E.
24-4-92-7

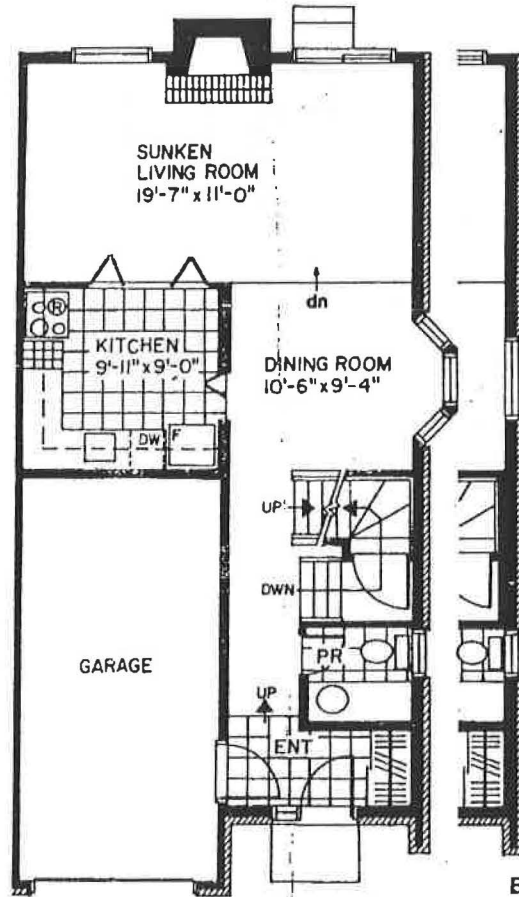
Plan for Class 2 - Two Storey, with Garage (inner unit)
Schedule '3'

TYPE 5

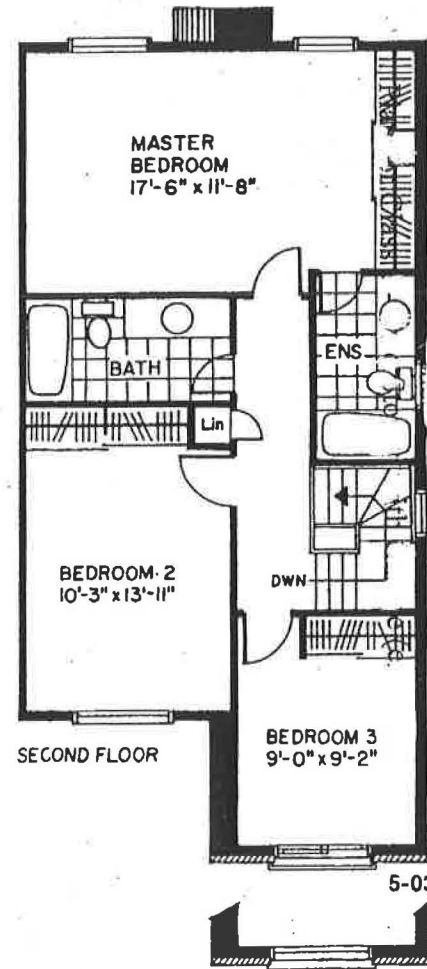
3 BEDROOM VILLA



BASEMENT



GROUND FLOOR



SECOND FLOOR

5-01/5-02

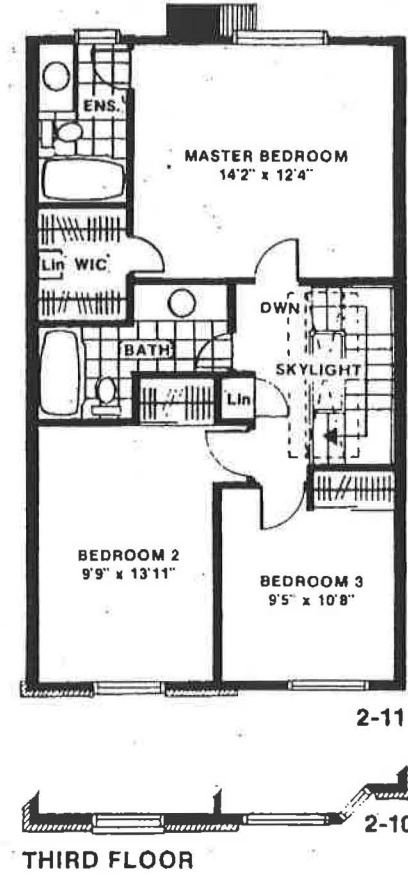
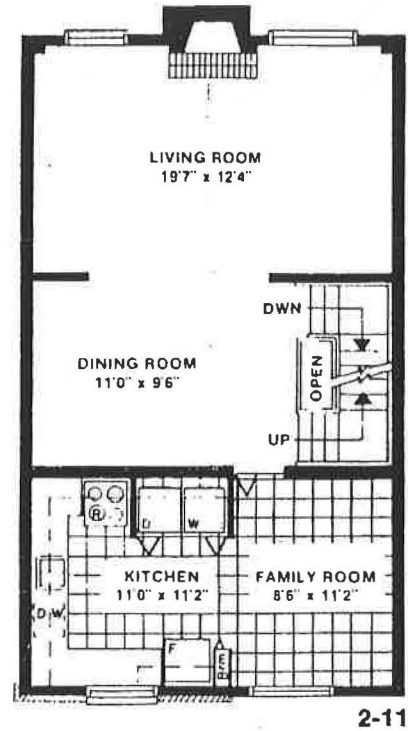
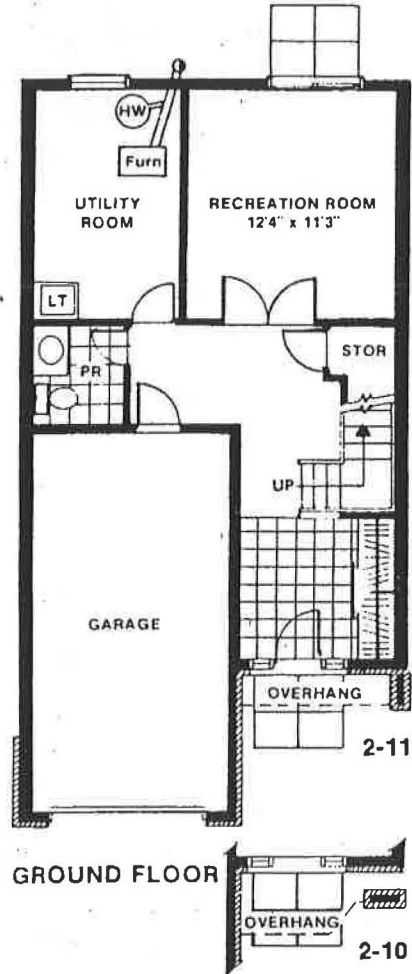
E. & O.E.
5-6-92-1



Plan for Class 2 - Two Storey, with Garage (end unit)
Schedule "3"

TYPE 2

3 BEDROOM VILLA



E. & O.E.
5-6-92-1

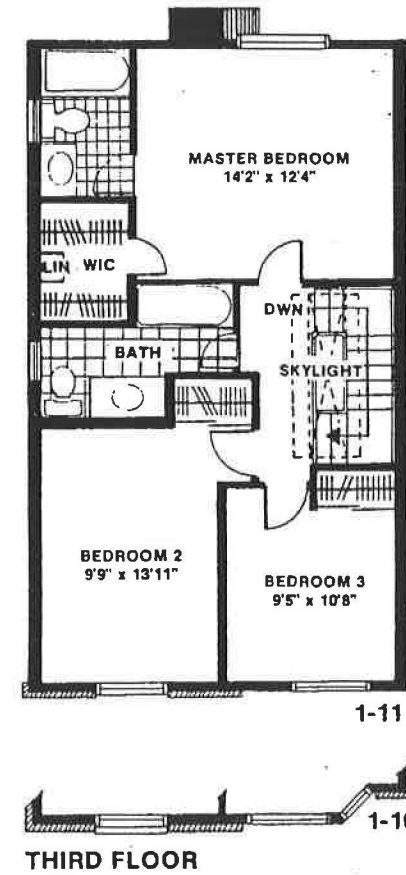
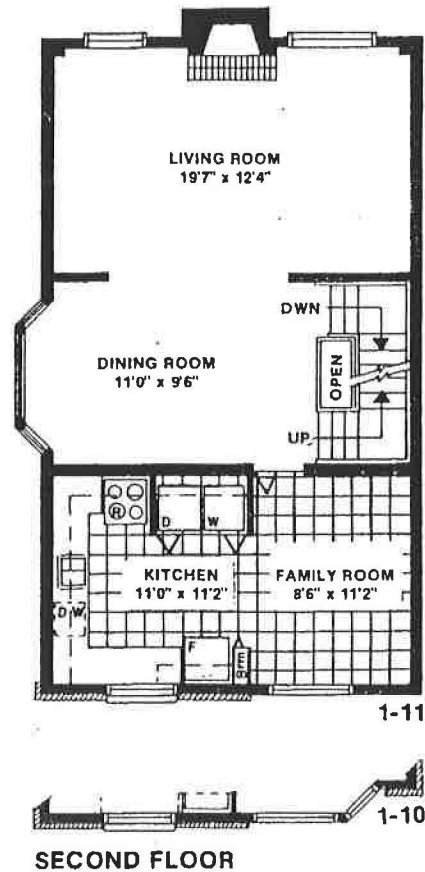
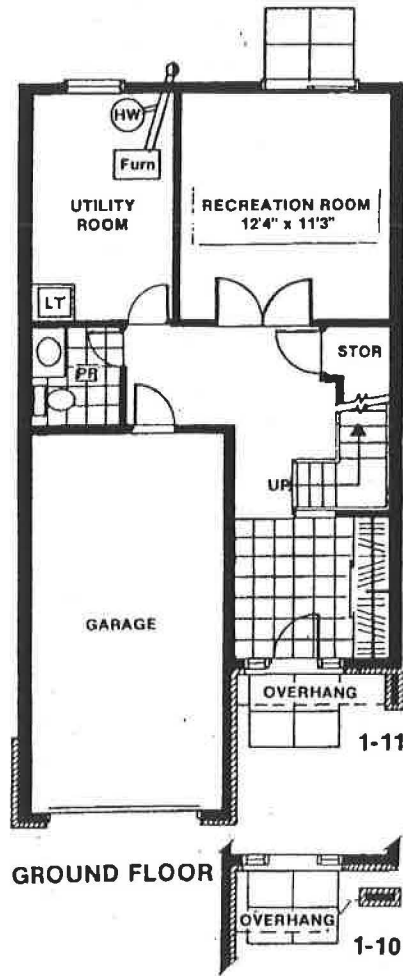
Plan for Class 3 - Three Storey, with Garage (inner unit)
Schedule "4"

Castlebrook Village

in CENTREPOINTE



TYPE 1
3 Bedroom Villa



Plan for Class 3 - Three Storey, with Garage (end unit)
Schedule "4"

Statements

Schedule: See Schedules

Signed By

Stephanie Armande Leveille	1900-66 Slater St. Ottawa K1P 5H1	acting for Applicant(s)	Signed	2003 05 26
Tel	613-238-8080			
Fax	6132382098			

Submitted By

NELLIGAN O'BRIEN PAYNE LLP	1900-66 Slater St. Ottawa K1P 5H1			2003 05 26
Tel	613-238-8080			
Fax	6132382098			

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 408

BY-LAW NO. 7

BE IT ENACTED as By-Law No. 7 (being a by-law respecting insurance deductibles) of Carleton Condominium Corporation No. 408 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

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

**ARTICLE II
SECTION 105(3) OF THE ACT**

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

**ARTICLE III
INSURANCE DEDUCTIBLES**

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

- 4. Any amounts owing to the Corporation by a unit owner by virtue of the terms of this by-law shall be added to the common expenses payable by such unit owner and shall be collectible as such, including by way of condominium lien.
- 5. Each owner shall obtain and maintain insurance, including personal liability insurance, covering the owners' risks as set forth in this by-law.
- 6. The Corporation shall promptly provide written notice of any change in the deductible to all owners.

**ARTICLE IV
MISCELLANEOUS**

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

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

DATED this 70 day of May, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 408


 Print Name: CLAIRE DUPRESNE
 Print Title: SECRETARY

I have authority to bind the Corporation

Version 4 - September, 2001

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

Submitted By

DAVIDSON HOULE ALLEN LLP

410 Laurier Avenue West
Ottawa
K1R1B7

2021 03 17

Tel 613-231-8359

Fax 613-788-3682

Fees/Taxes/Payment

Statutory Registration Fee \$65.30

Total Paid \$65.30

File Number

Applicant Client File Number : 16183-1

Note: By-Law No. 1 was repealed and replaced by By-Law No. 3 in 1996 and should rather be referenced.

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 408

BY-LAW NO. 8

BE IT ENACTED as By-Law No. 8 (being a by-law to amend By-law No. 1) of CARLETON CONDOMINIUM CORPORATION NO. 408 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I. DEFINITIONS

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

ARTICLE II. AMENDMENTS TO BY-LAW NO. 1 ELECTRONIC ATTENDANCE AND VOTING AT MEETINGS OF OWNERS

The Corporation's By-law No. 1 is hereby amended as follows:

1. By adding the following Article 4.5.1 to the said By-law No. 1:

4.5.1 Electronic Attendance. Persons who are entitled to attend a meeting of owners may do so by such electronic, telephonic or other suitable technology as may be approved by either:

- i. Resolution of the Board;
- ii. The Chairperson of the meeting; or
- iii. By resolution of the meeting.

2. By adding the following Article 4.8.1 to the said By-law No. 1:

4.8.1 Electronic Voting. At a meeting of owners, votes may be cast by electronic or telephonic means, provided the specific method of voting is determined by resolution of the Board and described in the Notice for the Meeting. [This is in addition to an owner, or the owner's proxy, voting in person at the meeting as authorized by the Act.]


**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 only.
- (4) Alterations: This by-law or any part thereof may be amended or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.
- (5) Preparation: This document was prepared in the year 2020 by Davidson Houle Allen LLP in conjunction with the corporation.

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

DATED this 30th day of November, 2020.

CARLETON CONDOMINIUM CORPORATION NO. 408



Print Name: Matthew Schultz
Print Title: Board of Directors, President

I have authority to bind the Corporation.