

**Schedule "A"**

**CARLETON CONDOMINIUM CORPORATION NO. 82**

**BY-LAW NO. 11**

BE IT ENACTED as By-Law No. 11 of CARLETON CONDOMINIUM CORPORATION NO. 82 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I.  
DEFINITIONS**

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

**ARTICLE II.  
OFFICE OF THE CORPORATION**

The office of the Corporation shall be at 1785 Riverside Drive, Ottawa.

**ARTICLE III.  
MEETINGS OF OWNERS**

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

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

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

the right of a person to vote shall be decided by the Chairperson of the meeting, upon such evidence as the Chairperson may deem sufficient.

- (7) Co-Owners: Where the voting rights for a unit are shared by two or more persons (for example, there are two or more owners of the unit), any one or more of those persons may exercise the vote for the unit. Provided, however, that if two or more of those persons decide to exercise the vote, the provisions of the Act shall determine how the vote is to be counted.

#### **ARTICLE IV. BOARD OF DIRECTORS**

- (1) Number and Quorum: The Corporation shall have a Board of seven (7) Directors. A quorum for the transaction of business at a meeting of the Board shall be four (4) Directors.
- (2) Qualifications:
- (a) In addition to the qualifications for Directors which are set out in the Act, every Director shall be either an owner, the spouse of an owner, or the nominee of a limited company which is an owner or co-owner.
  - (b) If a unit has more than one owner, only one of those owners may be a member of the Board at any time.
  - (c) A person immediately ceases to be a Director if the person fails to attend three consecutive Board Meetings without providing an excuse which is reasonably satisfactory to the Board.
  - (d) If two persons are co-habiting, only one of them may be a member of the Board at any time.
- (3) Election and Term:
- a) Directors shall be elected, in rotation, for terms of three years. Over a complete three-year rotation, two directors shall be elected in each of two years and three directors shall be elected in one year. Thus, during the three-year rotation, Board continuity will be preserved while also ensuring that each director's term is for three years.
  - b) If a vacancy arises on the board and a quorum of the board remains in office, 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.
  - c) At the next annual general meeting the owners shall elect that person or another person to fill the vacancy and hold office for the remainder of the term of the director whose position became vacant.

- d) In the event that the appointee does not stand for election or is not elected at the annual general meeting, the person(s) receiving the most votes shall be elected to the directorships with the longest remaining terms.
- e) Nominations from the floor, at the annual general meeting, are only accepted in the event there are not enough candidates to fill the vacant positions on the Board.

(4) Calling of Meetings:

- (a) Board meetings may be called by resolution of the Board. In such cases, the Secretary or another person designated by the Board shall give notice of the meeting in accordance with sub-paragraph (c) hereof.
- (b) Board meetings may also be called by any two Directors. In such cases, the notice shall be signed by each of the two Directors and one of the two Directors shall give notice of the meeting in accordance with sub-paragraph (c) hereof.
- (c) Written notice of Board meetings shall be given to all Directors at least 48 hours before the meeting. Any such Notice may be given in accordance with Article VIII of this by-law.
- (d) A meeting of the Directors may be held by teleconference or another form of communications system that allows the Directors to participate concurrently, provided all Directors of the Corporation consent to the means used for holding the meeting.
- (e) The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time for such regular meetings shall be sent to each Director, but no other notice shall be required for any such meeting.
- (f) No notice of a meeting shall be necessary if all the Directors are present and consent to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

(5) Indemnification of Directors and Officers: Every Director and every Officer of the Corporation and the person's heirs, executors, administrators, estate trustees and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:

- (a) any liability and all costs, charges and expenses that the Director or Officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against the person for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office; and
- (b) all other costs, charges and expenses that the person sustains or incurs in respect of the affairs of the Corporation.

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

## **ARTICLE V. OFFICERS**

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

- (8) Variation of Duties: From time to time, the Board may, by resolution, vary, add to, or limit the powers and duties of any Officer or Officers, including any of the duties described in this by-law.
- (9) Compensation: Compensation of all Officers and employees of the Corporation shall be fixed by the Directors.
- (10) Professional Property Manager: The Corporation may hire a professional Property Manager to fulfil any of the duties of the Officers of the Corporation.

**ARTICLE VI.  
BANKING ARRANGEMENTS & EXECUTION OF DOCUMENTS**

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

**ARTICLE VII.  
FINANCIAL YEAR**

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

**ARTICLE VIII.  
NOTICE**

- (1) Board Meetings: Notices of Board meetings shall be given in the manner set out in the Act.
- (2) Owner's Meetings: Notices of Owner's meetings shall be given in the manner set out in the Act.
- (3) Other Notices by the Corporation: Subject to the Act, any other notice, communication or document required to be given or delivered by the Corporation shall be sufficiently given by delivering it personally, or delivering it to the address noted for the addressee in the record of names and addresses kept by the Corporation in accordance with the Act, or by sending it by ordinary mail, courier delivery, facsimile transmission or electronic

communication addressed to the addressee at the latest address shown in the records of the Corporation for the addressee.

- (4) Notice to the Board or Corporation: Subject to the Act, any notice, communication or document to be given to the Board or the Corporation shall be sufficiently given if sent by delivering it personally or by sending it by ordinary mail or courier delivery to the Corporation's office, or by facsimile transmission or electronic communication addressed to the Corporation, to the Board or to any individual Board member .
  
- (5) When Notice Effective:  
  
Any notice delivered by mail shall be deemed to have been received and effective on the first business day following the mailing thereof. All other notices shall be deemed to be received on the date they are sent.
  
- (6) Omissions and Errors: The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

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

- (1) Duties of the Board: The Board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners entered in the record kept pursuant to the Act.
  
- (2) Duties of the Owners: Each owner shall be obligated to pay to the Corporation, or as it may direct, the amount of such assessment as follows:
  - (a) The owner's monthly common expenses shall be paid in advance on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner.
  
  - (b) Prior to the commencement of each fiscal year of the Corporation, each owner shall furnish to the Corporation a set of twelve post-dated cheques, or shall arrange for pre-authorized payments, on a system run by the Corporation, if the Corporation offers this service, covering the standard monthly payments due by

the owner during the fiscal year on account of common expenses, or in order to facilitate collection shall pay the monthly payments in such other manner as may be directed by the Corporation.

- (3) Special assessments: The Board may make special assessments when the Board does not have sufficient funds to meet expenditures which have been incurred or which it is anticipated will be incurred (including any expenditures predicted by the corporation's reserve fund plan). Notice of any such special assessment shall include a written statement setting out the reasons for the assessment. The assessment shall be payable at such time and in such installments as the Board may determine; provided however that each owner shall be given at least ninety (90) days written notice, prior to the due date(s) of any such payments or installments (except that this minimum notice period may be reduced as reasonably required in the case of an emergency).
- (4) Default:
  - (a) Arrears of any payments required to be made to the Corporation under the provisions of this Article or under the provisions of the Act shall bear interest at the rate of twelve percent (12%) per annum and shall be calculated and compounded monthly until paid. For each late payment or non-payment of common expenses (whether related to a monthly payment or a special assessment), there shall be added to the amount owing with respect to the particular unit an administration fee of \$25.00, or such other reasonable amount as may be determined by resolution of the Board.
  - (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of any amounts required to be paid to the Corporation under the provisions of this Article or under the provisions of the Act, the Board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount found due all costs of such solicitor as between a solicitor and his/her own client and such costs shall be collectible against the defaulting owner in the same manner as common expenses.
  - (c) All payments upon account of common expense arrears shall be first applied to the arrears which were first due with respect to the particular unit.

## **ARTICLE X. POWERS OF THE CORPORATION**

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

- (1) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made by or against the Corporation;

- (2) to borrow such amounts as in its discretion are necessary or desirable in order to fulfill the objects and duties of the Corporation, and to secure any such loan by mortgage, pledge or charge of any asset owned by the Corporation, and to add the repayment of such loan to the common expenses, subject to approval of each such borrowing or loan by the unit owners at a meeting duly called for the purpose if the expenditure is not listed in the Corporation's budget for the current fiscal year;
- (3) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation;
- (4) to lease any part or parts of the common elements, or grant a licence or easement over any part or parts of the common elements, except such over which any owner has the exclusive use;
- (5) to employ or otherwise engage, or to dismiss, a manager, and such other persons as the Board considers advisable, on terms acceptable to the Board, to assist the Corporation in the fulfilment of its objects and duties;
- (6) to appoint committees comprising such persons (not necessarily owners) as the Board may from time to time determine, to carry out such tasks or functions as may be determined by the Board;
- (7) to obtain and maintain fidelity bonds, where obtainable, for Directors, Officers, any manager and any employees of the Corporation handling or responsible for the Corporation's moneys or securities. The premiums on any such bonds shall be paid by the Corporation.

#### **ARTICLE XI. USE OF COMMON ELEMENTS BY NON-RESIDENTS**

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

#### **ARTICLE XII. INDEMNIFICATION BY OWNERS**

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

**ARTICLE XIII.  
UNIT INSPECTIONS**

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

- (1) Keys: In order to facilitate the Corporation's rights to access the units, each owner shall provide to the Corporation a full set of keys for entry to the unit. The Corporation shall keep the keys in safe storage. Whenever an owner changes a lock, the owner shall provide to the Corporation a key for the new lock.
- (2) Entry: The Corporation may enter any unit, upon reasonable notice, in order to carry out the objects and duties of the Corporation. Note, however, that in the case of an emergency it may be reasonable for the Corporation to gain immediate access to a unit (i.e., without notice).
- (3) Regular Inspections: The Corporation may conduct "regular inspections" as follows:
  - (a) When a unit is sold or mortgaged, the Corporation may conduct an inspection of the unit prior to issuance of a status certificate.
  - (b) The Corporation may conduct scheduled inspections and maintenance at pre-determined intervals each year. These inspections may be conducted for the following purposes:
    - (i) Assessment of the condition of components of the common elements or other conditions which may affect the common elements or other units;
    - (ii) Visual review of any condition which might violate the provisions of the Act or the Corporation's Declaration, By-laws and Rules;
    - (iii) Inspection of smoke detectors and door closers.
- (4) Unacceptable Conditions: If, upon entry to a unit, the Corporation discovers any condition which contravenes the Act or the Corporation's Declaration, By-laws or Rules, the Corporation may:
  - (a) Take steps to remedy the condition at the expense of the owner of the unit;
  - (b) Give notice of the condition to the owner of the unit;
  - (c) Take such other steps as the Board of Directors deems appropriate.

All costs incurred by the Corporation in relation to such inspection and in ensuring that any unacceptable condition is rectified shall be added to the owner's common expenses and collected as such.

However, the owner of the unit (including any purchaser of the unit) is entirely and exclusively responsible for any such condition,

- i) Whether or not the corporation has conducted an inspection;
- ii) Whether or not the corporation has detected the condition;
- iii) Whether or not the corporation has given notice of the condition to the owner or the purchaser;
- iv) Whether or not the corporation has taken any other steps in relation to the condition.

It is the duty of every owner (including any purchaser) to make or arrange all necessary inspections in order to identify any contraventions of the Act or the corporation's Declaration, By-laws or Rules (including any improper or unauthorized modifications to the common elements) and then to take any appropriate corrective action.

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

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

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

#### **ARTICLE XV. REPEAL OF BY-LAW NOS. 1, 3, 4, 5 AND 9**

By-Law Nos. 1, 3, 4, 5 and 9 of the Corporation are hereby repealed.

#### **ARTICLE XVI. MISCELLANEOUS**

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

- (3) Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- (4) Alterations: This by-law or any part thereof may be amended or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.
- (5) Preparation: Part of this document was prepared in the year 2011 by Nelligan O'Brien Payne LLP in conjunction with the corporation. In October 2012, the Board made some further revisions resulting from owner's comments received. The revisions were not prepared by Nelligan O'Brien Payne LLP.

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

DATED this        day of        , 2012 .

**CARLETON CONDOMINIUM CORPORATION NO. 82**

\_\_\_\_\_  
**Print Name:**  
**Print Title:**

I have authority to bind the Corporation.