

Carleton Condominium Corporation # 82

1785 Riverside Drive

Documents of Establishment and Operation

(Photocopy of original)

Table of Contents

Section 1

1. General Information
2. Budget (*English/French*)
3. Audited Statement
4. Insurance Certificate

Section 2

- | | |
|------------------------------------|--------------|
| 5. Declaration | Page 3 - 16 |
| 6. By-Laws | Page 17 - 33 |
| 7. Pool and Tennis Court Agreement | Page 34 – 35 |

Section 3

- | | |
|-----------------------------------|--------------|
| 8. House Rules (<i>English</i>) | Page 1 - 12 |
| 9. House Rules (<i>French</i>) | Page 13 – 25 |

Section 4

- | | |
|-------------------------------|------------|
| 10. Insurance Trust Agreement | Page 1 - 7 |
|-------------------------------|------------|

Section 5

- | | |
|--------------------------|------------|
| 11. Management Agreement | page 1 – 8 |
|--------------------------|------------|

Inserts

(To be completed and returned to Condominium Office.)

New resident Information sheet
Pre-Authorized payment form

January 1, 2000

Steenbakkers Realties Limited

THIS DECLARATION (Hereinafter called the “Declaration”) is made and executed pursuant to the provisions of The Condominium Act, R.S.O. 1970, Chapter 77, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the “Act”). By:
STEENBAKKERS REALTIES LIMITED
 (Hereinafter called the “Declarant”)

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Ottawa and being more particularly described in Schedule “A” and in the description submitted herewith by the Declarant for registration in accordance with Section 4 of the Act.

AND WHEREAS the Declarant has constructed a building upon the said lands containing two hundred and six (206) dwelling units;

AND WHEREAS the declarant intends that the said land together with the said building constructed thereon shall be governed by the Act.

1. INTRODUCTORY

(1) **Definitions** - The following terms used herein have the meaning set out below, unless the context otherwise requires:

(a) **Common Elements** means all the property except the units;

(b) **Common Interests** means the interest in the common elements appurtenant to a unit;

(c) **Owner** means the owner or owners of the freehold estate or estates in a unit and common interest, but does not include a mortgagee unless in possession;

(d) **Property** means the land and interest appurtenant to the land described in the description and Schedule “A” annexed hereto, and includes any land and interests appurtenant to lands that are added to the common elements;

(e) **Unit** means a part or parts of the land included in the description, and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space at the time the Declaration and description are registered;

(f) The definition of “**unit**” for the purposes of the duties to repair and maintain under Section 16 and 17 of the Act and this declaration shall extend to all improvements made by the Declarant in accordance with its structural plans notwithstanding that some of such improvements may be made after registration of the declaration;

(g) Other items used herein shall have ascribed to them the definitions contained in the Act, as amended from time to time.

(2) Statement of Intention

The declarant intends that the lands and premises described in Schedule "A" be governed by the Act, and any amendments thereto.

(3) Consent of Encumbrancers

The consent of all persons having registered encumbrances against the lands or interests appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

(4) Boundaries of Units and Monuments

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto.

(5) Common Interests

Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportion set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common expenses shall be one hundred percent (100%)

(6) Address for Service

The Corporation's address for service shall be 1785 Riverside Drive, Ottawa, Ontario, or such other address as the Corporation may by By-Law or resolution determine.

II COMMON EXPENSES**(1) Specifications of Common Expenses**

Common expenses means the expenses of the performance of the objects and duties Declaration Made Pursuant To The Condominium Act of the corporation and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

(2) Payment of Common Expenses

Each owner, including the Declarant, shall pay to the corporation his proportionate share of the common expenses, as may be provided for by the by-laws of the corporation, and the assessment and collection of contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the corporation.

III COMMON ELEMENTS**(1) Use of Common Elements**

Subject to the provisions of the Act, this declaration and the by-laws, and any rules and regulations passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

(2) Exclusive Common Elements

Subject to the provisions of the Act, this declaration, the by-laws and the rules and regulations passed pursuant thereto.

(a)each owner is entitled to the exclusive use and possession of the balcony to which his unit has sole access, if any;

(b)each owner is entitled to the exclusive use and possession of the inner surface of the glass windows to which his unit has sole access and the interior side of the exterior doors which provide the means of ingress to and egress from his unit;

(c)each owner of the units listed on Schedule "H" shall have the exclusive use of one (1) indoor storage space(locker) as shown on the said Schedule "H";

(d)each owner of the units listed on Schedule "I" shall have the exclusive use of two (2) indoor storage spaces (lockers) as shown on the said Schedule "I";

(e)each owner of units listed on Schedule "F" shall have the exclusive use of one (1) indoor parking space as shown on the said Schedule "F";

(f)each owner of units listed on Schedule "G" shall have the exclusive use of two (2) indoor parking spaces as shown on the said Schedule "G".

(3) **Restrictive Access**

Without the consent in writing of the board, no unit owner shall have any right of access to those parts of the common elements used from time to time for the purposes of a model suite(s) or sales office or as a dwelling for any building superintendent, guest suite, utilities areas, building maintenance storage areas, manager's offices, operating machinery, or any other part of the common elements used for the care, maintenance or operation of the property. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten percent (10%) of the units who shall have the right of access for inspection upon forty-eight(48) hours' notice to the building manager.

(4)(a) The corporation may by a vote of members, who own eighty percent(80%) of the common elements, make any substantial additions, alterations or improvements to, or renovation of the common elements, or make any substantial change in the assets of the corporation.

(b) The corporation may, by a vote of the majority of the members, make any other addition, alteration or improvement to, or renovation of the common elements, or may make any other change in the assets of the corporation.

(c) For the purpose of this clause, the board shall decide whether any addition, alteration, or improvement to, or renovation of the common elements, or any change in the assets of the corporation is substantial.

IV UNITS

(1) **Occupation and Use**

The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

(a) Each unit shall be occupied and used only as a private single family residence and for no other purposes, provided however that the foregoing shall not prevent the declarant from completing the building and all improvements to the property, maintaining units as models for display and sale purposes; and otherwise maintaining construction offices, displays and signs until all units have been sold by the declarant.

(b) No unit shall be occupied or used by anyone in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in this declaration.

(c) The owner of each unit shall comply and shall require all residents and visitors to his unit to comply with the Act, this declaration, and the by-laws, and the rules and regulations passed pursuant thereto.

(d) No owner shall make any structural change or alteration in or to his unit or make any change to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintenance of those parts of the common elements and the repair and maintenance of the inside of all of the units which he has the duty to maintain, without the consent of the board.

(1) **Requirements for Leasing**

(a) No owner shall lease his unit unless he causes the tenant to deliver to the corporation an agreement signed by the tenant, to the following effect:

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

(b) No tenant shall be liable for the payment of common expenses unless notified by the corporation that the owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the owner, the owner's share of the common expenses, and shall pay the same to the corporation.

(c) Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which shall be joint and several with this tenant.

V BY-LAWS

The corporation by a vote of members who own sixty-six and two thirds percent (66 2/3%) of the common elements, make by-laws:

- (a) governing the management of the property;
- (b) governing the use of units or any of them for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units;
- (c) governing the use of the common elements;
- (d) regulating the maintenance of the units and common elements;
- (e) governing the use and management of the assets of the corporation;
- (f) respecting the board
- (g) specifying duties of the corporation;
- (h) regulating the assessment and collection of contributions towards the common expenses;
- (i) authorizing the borrowing of money to carry out the objects and duties of the corporation, provided that each borrowing is separately authorized by a majority of the unit owners at meetings duly called for the purpose of obtaining such authorization;
- (j) respecting the conduct generally of the affairs of the corporation.

VI MAINTENANCE AND REPAIRS

(1) Each owner shall maintain his unit, and, subject to the provisions of this declaration, each owner shall repair his unit after damage, all at his own expense.

Each owner shall be responsible for all damages to any and all 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 cost of repairing same may be recovered under any policy or policies of insurance held by the corporation.

The corporation shall make any repairs that any owner is obligated to make and that he does not make within a reasonable time; and in such an event, an owner shall be deemed to have consented to having repairs done to his unit by the corporation; and an 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, and all such sums of money shall bear interest at the rate of twelve percent (12%) per annum. The corporation may collect all such sums of money in such installments as the board may decide upon, which installments shall be added to the monthly contributions 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.

(2) Repairs and Maintenance of Common Elements by the Corporation

The corporation shall repair and maintain the common elements which includes repair and maintenance to all doors which provide the means of ingress to and egress from a unit and all windows, save and except maintenance of interior and exterior glass surfaces of windows, all at its own expense. Subject to this paragraph, each unit owner shall maintain his unit including the interior thereof as well as all door panes, window panes, exterior and interior surfaces of window frames wherein. For the purposes of this paragraph, the replacement of broken windows and the cleaning of windows shall be deemed to be maintenance of the unit and shall be the responsibility of the unit owner.

VII DAMAGE

(1) Procedures where damage occurs

Where the board has determined that there has been substantial damage to twenty-five percent (25%) of the buildings, notice of such, determination shall be given within ten (10) days thereof to all owners and mortgagees, with such notice to the mortgagees to be sent by registered mail. Such notice may be combined with notice to the owners of a meeting called for the purpose of voting for repair.

(2) Plans and Specifications

A complete set of all the original structural plans and specifications for the building, including plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any unit with the prior consent in writing of the board, shall be maintained in the office of the corporation at all times, for the use of the corporation in rebuilding or repairing any damage to the building, and for the use of any owner.

VIII INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

(1) Insurance Trustee

The corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under The Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting its 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 this 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 mortgagees of any insurance monies received 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) In the event that:

- (a) the corporation is obligated to repair any unit insured under paragraph (1) sub-clause (b) of Clause IX hereof, in accordance with the provisions of Section 16 (6) or Section 17(2) 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, in order 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 Section 17(2) of the Act, and there is termination in accordance with the provisions of Section 18 of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions, upon registration of a notice of termination by the corporation.
- (c) The Board, in accordance with the provisions of Section 17(1) of the Act, determines that there has not been substantial damage to twenty-five percent(25%) of the buildings, the Insurance Trustee shall hold all proceeds for the corporation and owners whose units have been damaged and shall disburse such proceeds for the benefit of 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 Clause VI of the declaration, and Section 16(6) 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 Clause VIII hereof, shall be subject to payment in favor 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.

IX INSURANCE

(1) By the Corporation

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:

(1) the property, excluding the units;

(2) personal property owned by the corporation but not including furnishings, furniture, or other personal property supplied or installed by the owners;

In the amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause.

(b) Insurance against damage by fire with extended coverage and such other perils as the board may from time to time deem advisable, insuring the units, but excluding any improvements made by the owners thereof, in an amount equal to the full replacement cost of such units without deduction for depreciation.

Such policy or policies of insurance shall insure the interests of the corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of this declaration and the Insurance Trust Agreement; and shall contain the following provisions:

(i) that loss shall be payable to the Insurance Trustee;

(ii) waivers of subrogation against the corporation, its managers, 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 canceled 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 defense based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured;

(v) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner;

(vi) 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.

(c) 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, and without right of subrogation as against the corporation, its manager, agents, servants and employees, and as

against the owners, and any member of the household or guests of any owner or occupant of a unit;

(d) Boiler and machinery insurance to the extent required as the board may from time to time deem advisable.

(2) **GENERAL PROVISIONS**

(a) Prior to obtaining any policy or policies of insurance under sub-clause(1) of this Clause IX, or any renewal or renewals thereof, at such other time as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be affected pursuant to sub-clause(1) of this Clause IX and the cost of such appraisal shall be a common expense.

(b) The corporation, its board, and its officers, shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided, however, that the board may, in writing, authorize an owner to adjust any loss to his unit.

(c) No mortgage may be placed against any unit unless the mortgagee agrees to waive any contractual or statutory provision giving the mortgagee the right to have the proceeds of any insurance policy or policies applied on account of the mortgage and thereby prevent application of the proceeds of any insurance policy or policies towards the repair of the property pursuant to the provisions of this declaration. This paragraph (c) shall be read without prejudice to the right of any 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 to 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 (10) ten days before the expiry date of any current insurance policy.

The master policy for any insurance coverage shall be kept by the corporation in the resident manager's suite in such building and shall be 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 or 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.

(3) **BY THE OWNER**

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the corporation and that the following insurance or any other insurance if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

(a) Insurance on any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment, decorating, and personal property and chattels of the owner

contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the corporation, its manager, agents, employees and servants and against the other owners and any members of their household, except for vehicle impact, arson and fraud.

(b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the corporation.

X INDEMNIFICATION

Each owner shall indemnify and save harmless the corporation from and against any loss, costs, damage, injury or liability whatsoever which the corporation may suffer or incur resulting from or caused by an act or omission of such owner, his family or any member thereof, any other resident of his unit or any guests, invitees or licensees of such owner or resident to or with respect to the common elements and/or all other units except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the corporation. All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such.

XI FIRST MEETING

Within three (3) months after the registration of this declaration the members shall hold their first meeting for purposes interalia of electing directors. The board so elected may, without notice, hold its first meeting, provided a quorum of directors is present. Any by-law may be passed by the corporation without a meeting provided prior notice has been given to the mortgagees and provided the consent to the by-law, by members who own one hundred percent (100%) of the common elements is endorsed thereon.

XII GENERAL MATTERS AND ADMINISTRATION

(1) Rights of Entry

(a) The corporation or any insurer of the property or any part thereof, their respective agents or any other person authorized by the board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the corporation.

(b) In case of emergency, an agent of the corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, common elements or part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or any one authorized by it may determine whether an emergency exists. In order to effect the same, each owner shall be required to deposit and leave a duplicate key to his unit and any storage facilities with the resident manager and does hereby consent to such entry for the aforesaid purposes.

(c) If an owner shall not be personally present to grant entry to his unit, the corporation, or its agents, may enter upon such without rendering it, or them, liable to any claim or cause of action for damages by reason thereof; provided that they exercise reasonable care.

(d) The rights and authority hereby reserved to the corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this declaration or the by-laws.

(2) UNITS, SUBJECT TO DECLARATION, BY-LAWS, COMMON ELEMENTS RULES AND RULES AND REGULATIONS

All present and future owners, tenants and residents of units, their families, guests, invitees or licensees, shall be subject to and shall comply with the provisions of this declaration, the by-laws, and any other rules and regulations of the corporation. The acceptance of a deed or transfer, or the entering into a lease, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this declaration, the by-laws, and any other rules and regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

(3) INVALIDITY

Each of the provisions of this declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or effect in any manner the validity, enforceability or effect of the remainder of this declaration shall continue in full force and effect as if such invalid provision had never been included herein.

(4) WAIVER

The failure to take action to enforce any provision contained in the Act, this declaration, the by-laws, or any other rules and regulations of the corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

(5) NOTICE

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served, or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the corporation at its address for service herein, to each owner at this respective unit or at such other address as is given by the owner to the corporation for the purpose of notice, and any such notice or payment shall be deemed to have been given or made on the next business day following that upon which the letter containing such notice or payment was posted.

(6) ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY OWNERS

No owner shall make any structural change in or to his unit, or any change in an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements

(except for any inner surface of any window or any surface of doors leading out of any unit of which such owner has the exclusive use) without the prior written consent thereto of the Board. Any such change shall, if approved by the Board, be made in accordance with the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances and in accordance with the conditions if any, of such approval by the Board.

(7) **MANAGEMENT AGREEMENT**

The declarant or its subsidiary or related company(ies) or its nominee shall manage the real property and shall enter into a management contract with the corporation providing for a term of management of two (2) years at the cost to the corporation of two thousand four hundred and seventy-two (\$ 2, 472.00) dollars per month during the term of the Management Agreement and the costs shall be allocated to the units as a share in the common expenses. The Corporation may by a vote of members who own sixty-six and two -thirds percent (66 2/3 %) of the common elements terminate, by giving sixty(60) days notice in writing, any agreement between the corporation and any person for the management of the property entered into at a time when the majority of the members of the Board of Directors were elected when the Declarant was a registered owner of a majority of the units.

(8) **CONSTRUCTION OF DECLARATION**

This declaration shall be read with all changes of number and gender required by context.

(9) **HEADINGS**

The headings in the body of this declaration form no part of the declaration, but shall be deemed to be inserted for convenience of reference only.

Dated at Ottawa, in the Province of Ontario this 31st day of May, 1976.

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

Steenbakkers Realities LTD.

SCHEDULE “A”

In the city of Ottawa, Regional Municipality of Ottawa-Carleton being Part of Lot 15, Junction Gore, in the original Township of Gloucester, county of Carleton designated as PART 2 on a plan of survey of record in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4 at Ottawa as 4R-1744 being the whole of Parcel 15-3 in Register for Section Gloucester Junction Gore.

SCHEDULE “B”

PURSUANT TO THE LAND TITLES ACT AND THE CONDOMINIUM ACT

IN THE MATTER OF Parcel in the Register for Section in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton and Province of Ontario, namely, in the city of Ottawa, Regional Municipality of Ottawa-Carleton being part of Lot 15, Junction Gore, in the original township of Gloucester, County of Carleton designated as Part 2 on a plan of survey of record in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4 at Ottawa as 4R-1744 being the whole of Parcel 15-3 in Register for Section Gloucester Junction Gore.

THE METROPOLITAN TRUST COMPANY being the Mortgagee named in a mortgage dated the 8th day of December, 1975 and registered the 22nd day of December, 1975 as No. 222241 affecting the lands above described consents to the registration by Steenbakkers Realities Limited of a Declaration submitting the lands to government by The Condominium Act, 1970.

IN WITNESS WHEREOF The Metropolitan Trust Company has hereunto affixed its corporate seal duly attested to by the hands of its proper signing officers authorized in that behalf.

THE METROPOLITAN TRUST COMPANY
PER: S.M. Holder, Assistant Manager

SCHEDULE “C”

The monuments which control the extent of the units are the physical surfaces hereinafter referred to:

Horizontal Boundaries of the Units are:

- a) The upper surface of the concrete floor slab beneath the unit;
- b) The lower surface of the exposed concrete slab above the unit and in certain units containing dropped ceilings the upper boundary of the unit will be the upper surface of the dropped drywall ceiling.

Vertical Boundaries of the Units Are:

- a) The vertical planes formed by the back side of the drywall of all boundary walls and by the extensions of these planes across all openings for doors and windows leading out of the units.
- b) On the 26th level, in the vicinity of the division line between Units 2 and 3, the vertical boundary will be a vertical plane, the location of which is shown on Part 1, Sheet 8 of the description.

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

SCHEDULE "D"

Consists of a list of units indicating unit number, level and percentage of common interest appurtenant to each unit and percentage of contribution to common expenses. Available on request at a cost of reproduction.

SCHEDULE "E"

Specification of Common Expenses

Common expenses means the expenses incurred in the performance of the objects and duties of the corporation or the performance of any functions consistent with the objects of the corporation and, without limiting the generality of the foregoing, shall include:

- a) the maintenance, repair, replacement and the operation of the common elements;
- b) the cost of electricity, water, heating, fuel, hot water and all other utilities and services purchased by the corporation for use in the units and/or the common elements;
- c) the payment of realty taxes, (including local improvement charges) levied against the property until such time as said taxes are levied against each unit;
- d) the remuneration payable by the corporation to any employees deemed necessary for the operation and maintenance of the property including the payment of any remuneration payable pursuant to any management agreement which the corporation may enter into;
- e) the cost of furnishings and equipment for use in and about the common elements including the repair, and maintenance or replacement thereof;
- f) the cost of legal, accounting and auditing services, premiums for the corporation's insurance obligation, appraisals, fees and disbursements of the insurance trustee, fidelity bonds, and the cost of any other objects and duties imposed by the Act, this declaration and the by-laws of the corporation and its Board of Directors;
- g) the cost of borrowing money to carry out the objects and duties of the corporation, and the repayment including principal and interest of debts incurred for the objects and duties of the corporation, provided, that each borrowing of such money shall have been duly authorized by a by-law;
- h) all sums of money assessed by the corporation for collection from the owners which sums of money are to be set aside in such separate fund or funds as may be provided for by the by-laws of the corporation, and to be applied, from time to time, in whole or in part, in the absolute discretion of the corporation, towards meeting deficits and such other common purposes, or to be used or expended for major maintenance items, which occur less frequently than annually, and for major items of repair or replacement made necessary by damage, deterioration or obsolescence, as the corporation may deem necessary or desirable in order to carry out the objects and duties of the corporation.

Payment of Common Expenses

Each owner, including the declarant, shall pay to the corporation his proportionate share of the common expenses, which shall include payments towards any separate fund and funds, as may be provided for by the by-laws of the corporation, and the assessment and collection of contributions towards the common expenses may be regulated by the Board of Directors of the Corporation pursuant to the by-laws of the corporation.

SCHEDULE "F" and "G"

Consists of lists of units, level and parking space to which each unit has exclusive use. Available on request at cost of reproduction.

SCHEDULE "H" and "I"

Consists of lists of units, level and locker number to which each unit has exclusive use. Available on request at cost of reproduction.

RECEIVED
LAND REGISTRY OFFICE
AT OTTAWA, No. 4
MAY 31, 1976

BY-LAW No. 2**CARLETON CONDOMINIUM CORPORATION # 82**

BE IT ENACTED as a By-Law of Carleton Condominium Corporation # 82 as follows:

1. That the Board of Directors be and are hereby empowered on behalf of the Condominium Corporation to lease from time to time at such rental and for such term as they may deem requisite and advisable that portion of the common elements of the Condominium Corporation know as the Esquire Room, on the third floor to the intent that the Condominium Corporation revenues therefrom be maximized and there could be an outside door for access provided the city approves.

PASSED by the Board the 5th day of June, 1979.

____ C.A. Roberts _____
President

____ ENID MILLER _____
Secretary

CONFIRMED by the owners in accordance with The Condominium Act the 12th day of June, 1979.

____ ENID MILLER _____
Secretary

ORIGINAL SIGNATURE ON FILE IN OFFICE

CERTIFICATE

CARLETON CONDOMINIUM CORPORATION NO. 82 hereby certifies that the By-Law no. 2 attached hereto was made in accordance with The Condominium Act, 1978, being Chapter 84 of the Statutes of Ontario 1978 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.

DATED at Ottawa this 10th day of April, 1980.

CARLETON CONDOMINIUM CORPORATION NO. 82

BY: ENID MILLER
Secretary

ORIGINAL SIGNATURE ON FILE IN OFFICE

Certificate

CARLETON CONDOMINIUM CORPORATION NO. 82 hereby certifies that the By-law No. 3 attached hereto was made in accordance with the Condominium Act, 1978, being Chapter 84 of the Statutes of Ontario 1978 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.

DATED at Ottawa this 10th day of April, 1980.

CARLETON CONDOMINIUM CORPORATION NO. 82

BY: Enid Miller
Secretary

ORIGINAL WITH SIGNATURE ON FILE IN OFFICE

CARLETON CONDOMINIUM CORPORATION NO. 82
(Formally By-Law #1 revised to conform with Condominium Act)

BY-LAW NO. 3

Be it enacted as By-Law # 3 of Carleton Condominium Corporation # 82 repealing all of By-Law # 3 of the said Corporation and enacting in place and stead thereof as By-Law # 3 of the said Carleton Condominium Corporation # 82 as follows:

(The pre-amble of By-Law No. 3 is amended by deleting the reference to By-Law No. 3 in the second line and substituting therefore By-Law No. 1.)

ARTICLE I

DEFINITION

The terms used herein shall have ascribed to them the definitions contained in The Condominium Act, 1978 hereinafter called "The Act", and the declaration.

ARTICLE II

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

ARTICLE III

REGISTER

The corporation shall keep a register (hereinafter called "the register") respecting the property which shall note the name and address of the owner and mortgagee of each unit who have notified the corporation of their respective interests in the property. The address of each owner shall be the address of his unit, and the address of each mortgagee shall be the address shown for him on his mortgage registered in the Office of Land Titles, unless the corporation is given notice of a different address by such owner or mortgagee.

ARTICLE IV

MEETING OF MEMBERS

1. Annual Meeting

The annual meeting of the members shall be held at such place within the City of Ottawa at such time and on such day in each year as the board may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the By-laws of the Corporation, to be read at and laid before the members at an annual meeting; electing directors; appointing the auditor and fixing or authorizing the board to fix his remuneration and for the transaction of such other business as may properly be brought before the meeting. Not more than (15) fifteen months shall elapse between the dates of two successive annual meetings.

2. Special Meeting

The board shall have the power at any time to call a special meeting of the members of the corporation to be held at such time and at such place within the said Municipality as may be determined by the board for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The board shall, upon receipt of a requisition in writing made by members of the corporation that own at least 15% of the units, call and hold a meeting of the members of the corporation and if the meeting is not called and held within thirty (30) days of

receipt of such a requisition any of the requisitions may call the meeting, in any such case, the meeting shall be held within sixty (60) days of the receipt of this requisition. The requisition shall state the nature of the business to be presented at the meeting, and it shall be signed by the requisitionists and deposited at the address for service of the corporation.

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 at the date of giving such notice.

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 meeting as hereinbefore required shall have appended to it an agenda of matters to be considered at such meeting. The corporation shall maintain a record upon which shall be entered each owner or mortgagee or charges who notifies the corporation of his entitlement to vote and of his address for service and the notice of a meeting required under this section shall be deemed to be sufficiently given if given in accordance with this section to those persons entered on the record twelve days before the date of the meeting.

4. Reports

A copy of the financial statement and a copy of the Auditor's Report shall be furnished to every owner and mortgagee entered on the register; a copy of the minutes of meetings of members and of the board, shall, within (10) days of the date of such meeting, be furnished to each such owner and mortgagee who has requested the same.

5. Persons Entitled to be Present

The only persons entitled to attend a meeting of members 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 1/3 of those present at the meeting.

6. Quorum

At any meeting of members, a quorum shall be constituted when persons entitled to vote and representing 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 members, a quorum be not present, the meeting shall be dissolved and shall stand adjourned to the same time on the corresponding day of the 4th week hence, at such place within the said Municipality as the board shall determine. Notice of the time, day and place of the convening of such adjourned meeting shall be given not less than ten (10) days prior to the convening of such meeting which notice shall provide that if (30) thirty minutes after the convening of such meeting a quorum be not present, those members who are present in person or by proxy and entitled to vote shall be deemed a quorum, and may transact all business which a full quorum might have done.

7. Right to Vote

At each meeting of members, every member shall be entitled to vote who is entered on the register as an owner or has given notice to the corporation in a form satisfactory to the

Chairman of the meeting that he is an owner. If a unit has been mortgaged the person who mortgaged such unit (or his proxy) may nevertheless represent such unit at meetings and vote in respect thereof, unless in the instrument creating the mortgage has had expressly authorized or empowered the mortgagee to bare, in which case such mortgagee(or his proxy) may attend meetings and vote in respect of such unit upon filing with the Secretary of the meeting sufficient proof of the terms of such instrument, or if such mortgagee has notified the corporation of his rights in accordance with paragraph 3 of this Article. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit as set out in the declaration and represented by such owner or mortgagee on a vote by ballot and shall be one vote per unit on a vote by a show of hands.

The mortgage or charge who receives a notice shall, in order to be entitled to exercise the right of the owner to vote or to consent, notify the Corporation and the owner of his intention to exercise such right at least two days before the date specified in the notice for the meeting.

8. Method of Voting

At any general or special meeting, any questions shall be decided by a show of hands unless a poll is demanded by 15 % of the owners present in person or by proxy, and unless a poll is so demanded a declaration by the Chairman that such questions 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 favor 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.

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 a proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the members of the corporation and may vote in the manner and to the same extent as such member. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of paragraph 10 of this Article shall apply.

10. Proxies

Every member or mortgagee entitled to vote at meetings of members may by instrument in writing appoint a proxy, who need not be a member or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the member or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointer 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.

11. Co-owners

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

12. Votes to govern

At all meetings of members every question shall, unless otherwise required by the Act or the declaration or by-laws be decided by a majority of the votes as defined in paragraph 7 of this article, duly ask on the question.

ARTICLE V

THE CORPORATION

1. Duties of the Corporation

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

- a) operation care, upkeep and maintenance of the common elements;
- b) collection of the common element charges from the owners;
- c) supply heat, hydro and water to the building and common elements except where the corporation is prevented from carrying out such duty by reason of an event beyond the reasonable control of the corporation. If any apparatus or equipment used in effecting the supply of heat, hydro or water at any time becomes incapable of fulfilling its function or is damaged or destroyed, the corporation shall have a reasonable time within which to repair or replace such apparatus and the corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of a breach of such duty;
- d) obtaining and maintaining insurance for the property as may be required by the declaration or by-laws;
- e) repairing and restoring of the common elements in accordance with the provisions of The Act, the declaration and by-laws;
- f) obtaining and maintaining fidelity bonds where obtainable in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the corporation;
- g) causing audits to be made after every year end and making auditors' statements available to the owners and mortgagees.

2. Powers of the Corporation

The powers of the corporation shall include but shall not be limited to the following.

- a) The 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 property;
- c) employing a manager at a compensation to be determined by the board, to perform such duties and services as the board shall authorize, subject to ratification by a by-law of the corporation;
- d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such a manner as the board may deem reasonable;
- e) investing reserves held by the corporation, provided that such investment shall be those permitted by The Trustee Act, Revised Statutes of Ontario, 1970, Chapter 470, and amendments thereto, and convertible into cash in not more than ninety (90) days;
- f) to settle, adjust, compromise, refer to arbitrate or litigate 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 purpose;

h) to retain and hold any securities or other property, whether real or personal, which shall be received by the corporation, whether or not the same is authorized by any law, present or future for the investment of trust funds;

i) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the corporation at such price, on such terms, and in such manner as the corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing;

j) to lease any part or parts of the common elements except such over which any owner has the exclusive use as agent of the owners.

ARTICLE VI

BOARD OF DIRECTORS

1. The affairs of the corporation shall be managed by the board.

2. Quorum:

Until changed by by-law, the number of directors shall be seven (7) of whom four (4) 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.

3. Qualification:

Each director shall be eighteen (18) or more years of age and need not be a member of the corporation.

4. Nominating Committee:

A nominating committee composed of five owners shall be appointed by the board prior to the annual meeting, at least two of whom shall be appointed from outside the board but no person shall serve on the nominating committee who proposes to run for election. The committee so appointed shall prepare a list of the directors proposed to be elected for the board for the ensuing year and the list so prepared together with a list of all the names of all other persons submitted to the nominating committee in accordance with its rules shall be mailed to the owners at least 21 days prior to the annual meeting. Further nominations shall be made in writing and signed by the nominee and at least three other owners in good standing and delivered to the board at least five days prior to the date set forth for such annual meeting. A list as mailed as aforesaid and which list shall also contain the further nominations made in the manner set out above shall be displayed in a manner deemed appropriate by the board at least three (3) days prior to the date fixed for such annual meeting. Nominations not in accordance with the provisions hereof shall not be considered.

5. Election and Term:

The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the members held to elect directors hereafter, three directors shall be elected to hold office for a term of one year, two directors shall be elected to hold office for a term of two years, and two directors shall be elected to hold office for a term of three years. Such directors may, however, continue to act until their successors are elected. If more than one of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of members called for that purpose, the directors or directors receiving the greater votes shall complete the longest remaining

terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three years.

The immediate past president shall be an ex officio member of the said seven member board with no voting rights for a period of one year from the date of his ceasing to be president of the corporation, provided however, that this provision shall not apply if the immediate past president is elected to the board.

6. Removal of Directors and Filling of Vacancies:

The owners may by resolution passed by a vote of owners who together own a majority of the units at a meeting of owners called for such purpose remove any director before the expiration of this term of office. The owners may elect a person in place of any director who has been removed, died or resigned for the remainder of his term, at any annual or special meeting.

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 and a Vice-President who is a director or any two directors may determine, and the Secretary shall call meetings when directly authorized by the President or by the Vice-President who is a director or by any two directors. 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 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 signed in writing their consent to the holding of such meeting.

8. Regular Meetings:

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

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 members at which the directors of such board were elected, provided a quorum of directors be present.

10. Protection of Directors and Officers:

No director or officer of the corporation shall be liable for the acts, neglect or default of any other director or officer or for joining in any act for conformity or for any loss or expense happening to the corporation through the insufficiency or deficiency of title to any property acquired by order of the board for or on behalf of the corporation, or for the insufficiency or deficiency of any security in or upon which of the monies of the corporation shall be invested or for loss or damage arising for the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the corporation shall be deposited or for loss occasioned by an error of judgment or oversight on his part or for any loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.

11. Indemnity of Directors and Officers:

Every director and officer of the corporation and his heirs, executors, administrators and other legal personal representatives may 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 of the affairs of the corporation.

ARTICLE VII

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 successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.

2. Appointed Officers

From time to time the board shall appoint a Secretary and may appoint one or more Vice-President, a General Manager, a Treasurer 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.

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.

4. President

The President shall, when present, preside at all meetings of the members and of the board and shall be charged with the general supervision of the business and affairs of the corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office. During the absence of the President his duties may be performed by a person to be appointed by the Board.

5. Vice-President

The Vice-President, if one be appointed, shall perform such duties and exercise such powers as the board may prescribe.

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 the employment and remuneration.

7. Secretary

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

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. The offices of Secretary and Treasurer may be combined.

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.

10. Agents and Attorneys

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

ARTICLE VIII

BANKING ARRANGEMENTS AND CONTRACTS

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 and 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 banker to do any act or thing on the corporation's behalf to facilitate such banking business.

2. Execution of Instruments

Deeds, transfers, assignments, contracts and obligations on behalf of the corporation may be signed by the President or a Vice-president together with a Secretary or any other director. Any contract or obligations within the scope of any management agreement entered into by the corporation may be executed on behalf of the corporation in accordance with the provisions of

such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the corporation the board may at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, contract, or obligation or any class of deeds, transfer, contract or obligations of the corporation, may or shall be signed.

ARTICLE IX

FINANCIAL

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

ARTICLE X

NOTICE

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 if delivered to the address noted in the register, or if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to him at such address or if sent by means of wire or wireless or any other form or transmitted or recorded communication, to such address. Any notice, communication or other document to be given by the corporation to any other person entitled to notice and who is not a member shall be given or delivered to such person in the manner aforesaid to 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 of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.

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.

3. Omissions and Errors

The accidental omission to give 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. It is understood that this clause shall not apply to the mortgagees who hold mortgages on not less than 50% of the units.

ARTICLE XI

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

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 accordance with the provisions of the Act a reserve fund which 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 at the same time shall deliver copies of each budget on which common expenses are based, to all owners and mortgagees entered on the register.

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 on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner. Each owner shall furnish to the corporation a set of post-dated cheques for the remainder of the year on the date of closing on a sale of each unit and shall furnish to the corporation twelve (12) post-dated cheques thereafter prior to the 31st day of December in each year covering the payment due by him during the fiscal year; and in order to facilitate collection shall pay the monthly payments in such manner as is authorized by the Board of Directors of the Condominium Corporation.

3. Extraordinary Expenditures

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

4. Default in Payment of Assessment

(a) Arrears of payment required to be made under the provisions of this Article XI shall bear interest at the rate of fifteen percent (15%) per annum and shall be compounded monthly until paid.

(b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him, for a period of fifteen (15) days, the board may bring legal action for and on behalf of the corporation to enforce collection thereof and there shall

be added to any amount found due all costs of such action including costs as between a solicitor and his own client.

ARTICLE XII

DEFAULT

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 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.

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.

ARTICLE XIII

1. The board may make rules respecting the use of common elements in units or any of them 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. Such a rule shall be complied with and enforced in the same manner as the by-laws and shall be promulgated or passed in accordance with the provisions from time to time of the Condominium Act.

PASSED by the Board the 19th day of February, 1980.

_____ C.A. Roberts _____
President

_____ Enid Miller _____
Secretary

CONFIRMED by the owners in accordance with The Condominium Act the 17th day of March, 1980.

_____ Enid Miller _____
Secretary

Original signatures on file in the Condominium office.

RECEIVED
LAND TITLES DIVISION
OF OTTAWA-CARLETON
NO. 4 AT OTTAWA

APRIL 14, 1980

JAMES T. COYLE
Deputy Land Registrar

CERTIFICATE

Carleton Condominium Corporation No. 82 hereby certifies that the By-Law No. 4 attached hereto was made in accordance with the Condominium Act, being Chapter 64 of the Revised Statutes of Ontario, 1980 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.

DATED at the City of Ottawa in the Regional Municipality of Ottawa-Carleton this twentieth day of June, 1985.

CARLETON CONDOMINIUM CORPORATION

BY: F.G. HARVEY
SECRETARY

ORIGINAL WITH SIGNATURE ON FILE

BY-LAW NO. 4

CARLETON CONDOMINIUM CORPORATION # 82

Be it enacted as By-Law No. 4 of Carleton Condominium Corporation No. 82 that Article VI (2) of By-Law No. 3 of the Corporation, enacted by the Board on February 19, 1980 and confirmed by the owners on March 17, 1980, be and it is hereby repealed and replaced by the following:

2. Quorum

Until changed by By-Law, the number of directors shall be nine (9) of whom five (5) 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.

Condominium Act

Certificate

Carleton Condominium Corporation No. 82, hereby certifies that By-Law No. 5 attached hereto was made in accordance with the Condominium Act being Chapter c.26 of the Revised Statutes

of Ontario, 1990 and any amendments thereto, the Declaration and the By-Laws of the Corporation and that said By-Law Number 5 has not been amended and is in full force and effect.

DATED at the city of Ottawa. this 26th day of May, 1998.

CARLETON CONDOMINIUM CORPORATION NO. 82

BY: Lucette Tassie
SECRETARY

I have authority to bind the Corporation.

(Original with signature on file in office.)

CARLETON CONDOMINIUM CORPORATION NO. 82

BY-LAW NO. 5

Be it enacted as a by-law of Carleton Condominium Corporation No. 82 (hereinafter referred to as the "corporation") as follows:

The pre-amble of By-Law No. 3 is amended by deleting the reference to By-Law No. 3 in the second line and substituting therefore By-Law No. 1.

Thereforegoing By-Law No. 5 is hereby passed by the Directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the Directors.

DATED this 26th day of May, 1998

Lucette Tassie
J. François Perrier
Donald Hay
Philip Mulvihill
E. P. Bridgland
Annie Katona
Roland Smith
Charles Cole
Pierre Jeurond

NOTE: Originals with signature on file in Condominium office.

CARLETON CONDOMINIUM CORPORATION NO. 82

BY-LAW NO. 6

BE IT ENACTED as By-Law No. 6 (being a special By-Law respecting a lease of the mechanical penthouse and common element rooftop areas) of CARLETON CONDOMINIUM CORPORATION NO. 82 (hereinafter referred to as the "Corporation") as follows:

WHEREAS Section 9 of the Condominium Act ("the Act") permits the Corporation, by special By-Law, to lease any part of the common elements or to grant an easement or license over any part of the common elements;

AND WHEREAS Section 1 of the Act requires a special By-Law to be confirmed by owners who own not less than two-thirds of the units at a meeting duly called for the purpose;

AND WHEREAS the Corporation wishes to lease or grant licenses with respect to the mechanical penthouse and common element rooftop areas, from time, on such terms as the Board of Directors considers appropriate;

AND WHEREAS the authority of the Corporation to grant such leases or licenses requires the approval of the owners by special By-Law;

AND WHEREAS the terms of any such leases or licenses may also permit certain non-substantial alterations to the common elements by the lessee or licensee which may require the approval of the unit owners pursuant to Section 38 of the Act;

AND WHEREAS the Declaration of the Corporation provides that the Board of Directors shall determine whether any particular alteration to the common elements is substantial or non-substantial;

AND WHEREAS the confirmation of this special By-Law by the unit owners in accordance with section 9 and 1 of the Act will be evidence of and shall constitute the approval of the owners under section 38 of the Act of any non-substantial alterations to the common elements that may be made pursuant to any lease or license agreement, subject to the terms of the applicable lease;

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

**ARTICLE I
DEFINITIONS**

All words used herein which are defined in the Condominium Act, R.S.O. 1990, c. C.26, shall ascribed to them the meaning as set out in the Act as amended from time to time.

**ARTICLE II
AUTHORITY TO GRANT LEASES OF LICENSES**

The Corporation is hereby authorized to enter into agreements, from time to time, for the lease or license of all or any part of the mechanical penthouse and common element rooftop area, in a form and on terms and conditions acceptable to the Board of Directors.

**ARTICLE III
MISCELLANEOUS**

- (1) Invalidity: The invalidity of any part of this By-Law not impair or effect in any manner the validity and enforceability or effect of the balance thereof.
- (2) Gender: The use of the masculine gender in this By-Law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.
- (3) Waiver: No restriction, condition, obligation or provision contained in this By-Law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (4) Headings: The headings in the body of this By-Law form no part thereof but shall be deemed to be inserted for convenience of reference only.

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 _____, 2001.

CARLETON CONDOMINIUM CORPORATION NO.82

Print Name/Title

I have authority to bind the Corporation.

EASEMENT

(INSTRUMENT NUMBER 142500)

THIS INDENTURE made in triplicate this 1st day of SEPTEMBER, 1976.

BETWEEN:

VALLEY - VU REALTY (OTTAWA) LTD.
hereinafter called the "Grantor",
OF THE FIRST PART

AND:

CARLETON CONDOMINIUM CORPORATION # 82,
hereinafter called the "Grantee",
OF THE SECOND PART

WHEREAS the servient tenement of the Grantor is described in Schedule "A" attached hereto;

AND WHEREAS the dominant tenement of the Grantee is described in Schedule "B" attached hereto;

WITNESSETH that in consideration of ather good and valuable consideration and the sum of ONE DOLLAR(\$ 1.00) of lawful money of Canada now paid by the Grantee to the Grantor hereby grants, conveys and transfers unto the Grantee its tenants, agents, successors and assigns, forever, an interest and easement on, over and under the lands of the Grantor described in Schedule "C" attached hereto, for recreational and related purposes.

IN WITNESS WHEREOF the parties unto have hereunto affixed their corporate seals attested by the hands of their proper signing officers authorized in that behalf, the day and year first-above written.

SIGNED, SEALED AND DELIVERED VALLEY-VU REALTY (OTTAWA) LTD.

C/S Per: J. Steenbakkers
President

CARLETON CONDOMINIUM CORPORATION

C/S Per: Rocco Pantelone
Treasurer

CONSENT

Consent to register under the Planning Act Granted this 25th day of November 1976. Committee of Adjustment - City of Ottawa.

E.H. Lee
Secretary-Treasurer

SCHEDULE "A"

In the city of Ottawa, Regional Municipality of Ottawa-Carleton, being Part of Lot 43, Plan 405 and that Part of Lot 15, Junction Gore, in the original township of Gloucester, county of Carleton, designated as PART 1 on a plan of survey of record in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4 at Ottawa as 4R-1744, and being the whole of Parcel 15-2 in the Register for Section Gloucester, Junction Gore.

SCHEDULE "B"

The Common Elements and general index for Carleton Condominium Corporation Number 82.

SCHEDULE "C"

In the City of Ottawa, Regional Municipality of Ottawa-Carleton, being that Part of Lot 43, Plan 405 and that Part of Lot 15, Junction Gore, in the original Township of Gloucester, County of Carleton, designated as Part 1 on a plan of survey of record in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4 as 4R-2032, being part of Parcel 15-2 in the Register for Section Gloucester, Junction Gore.

AGREEMENT
Pool

142955

THIS INDENTURE made in triplicate this 1st day of SEPTEMBER 1976.

BETWEEN:

VALLEY-VU REALTY (OTTAWA) LTD.
hereinafter called the "Grantor",

OF THE FIRST PART

AND:

CARLETON CONDOMINIUM CORPORATION # 82
herinafter called the "Grantee",

OF THE SECOND PART

WHEREAS under Instrument Number 142500 filed in Office of Land Titles at Ottawa No. 4, the Grantor transferred an easement to the Grantee with respect to the lands described in Schedule "A" attached hereto;

AND WHEREAS the parties hereto have agreed that the said easement shall be subject to certain terms and conditions;

WITNESSETH therefore in consideration for the said grant of easement the parties hereto hereby agree as follows:

1. The said easement shall be for such recreational purposes as are usually associated with the use of an indoor swimming pool and outdoor tennis courts.
2. If the property described in Schedule "A" attached hereto, be subjected to government by the Condominium Act R.S.O. 1970, c. 53, as amended from time to time, this agreement shall be binding upon the Condominium Corporation so created, and if the dominant tenement of the Grantee shall cease to be governed by the said Condominium Act then this Agreement and the easement registered under Instrument Number 142500 shall forthwith terminate.
3. The cost of maintaining and operating the said swimming pool and swimming pool building and tennis courts, herein after called the facilities, shall be borne equally by the parties hereto and as additional consideration, the Grantee shall pay to the Grantor the sum of four thousand two hundred and fifty dollars (\$ 4, 250) annually for each and every year this agreement is in effect, commencing on the 1st day of June, 1976 and on the 1st day of June in each year thereafter. The said maintenance and operating costs shall not include any capital expenditures which shall be the sole responsibility of the Grantor. Capital expenditures for the purpose of this agreement shall be defined in accordance with the Income Tax Act of Canada as amended.
4. Each party to this agreement shall elect or appoint two (2) persons to form a joint committee to administer and carry out the terms of this agreement. The said committee shall meet from time to time and at such times as deemed advisable, and shall be authorized to enact rules and regulations

governing the use of the recreational facilities. Each party to this agreement confirms and ratified the rules and regulations attached hereto as Schedule "B", subject however to the right of the joint committee to amend the said rules and enact such further rules and regulations as deemed advisable. All expenditures relating to the maintenance and/or operation of the facilities which would exceed five hundred dollars (\$ 500.00) in cost must be authorized by the joint committee but all other expenditures including capital expenditures shall be authorized solely by the Grantor.

5. All disputes that arise between the parties, whether in relation to the interpretation of this agreement or any matter whatsoever arising from it, shall be referred to a single arbitrator to be agreed upon by the parties and in default of agreement, to a single arbitrator appointed by the Court under the provisions of the Arbitration Act (Ontario) as amended.

6. At the end of each year this agreement is in effect, or as soon thereafter as possible, the Grantor shall deliver to the Grantee an audited financial statement setting out the maintenance costs relating to the operation of the recreational facilities as defined in paragraph 3 of this agreement. Upon receipt of the said statement the Grantee shall forthwith pay to the Grantor one-half of the said maintenance costs incurred for the previous year of operation.

7. The Grantor for itself, its tenants, agents, successors and assigns covenants with the Grantee its tenants, agents, successors and assigns:

a) To use the said lands described in Schedule "A" for the purpose of an indoor swimming pool, outdoor tennis courts, and such related purposes in existence at the date of this agreement;

b) Not to do or permit to be done anything which may interfere with the use by the Grantee of the lands described in Schedule "A" attached hereto;

c) That it has the right to convey the said easement and right-of-way to the Grantee, and to enter into this agreement;

d) To keep the lands and premises insured against damage by fire and perils covered by extended coverage endorsement and vandalism and malicious mischief endorsement with replacement cost and demolition coverage with municipal by-law endorsement;

e) Subject to obtaining the approval for expenditures in accordance with paragraph 4, to promptly make all needed repairs and replacements to the lands and premises.

8. This agreement may be terminated by the Grantee at any time upon giving ninety (90) days written notice to the Grantor, provided the Grantee obtains the affirmative vote of at least 80% of the unit owners and the Consent of all persons having registered encumbrances against the units and common elements. If so terminated, the Grantee shall execute all documents, at the expense of the Grantor, as may be necessary to have this agreement and instrument number 142500 deleted from the register for the property described in Schedule "A" attached hereto; and shall pay one-half of the maintenance costs incurred by the Grantor to the date of termination forthwith upon receipt of an audited financial statement verifying such costs. The annual fee payable pursuant to paragraph 3 hereof shall be pro-rated to the date of termination of this agreement.

IN WITNESS WHEREOF the parties unto have hereunto affixed their corporate seals attested by the hands of their proper signing officers authorized in that behalf, the day and year first above written.

SIGNED < SEALED AND DELIVERED

VALLEY-VU REALTY (OTTAWA) LTD.

Per: J. Steenbakkers
C/S

CARLETON CONDOMINIUM CORPORATION # 82

Per: _____
C/S

Schedule “B”

Rules and Regulations-Swimming Pool

1. No person infected with a communicable disease or having open sores on his body shall enter the swimming pool.
2. No person shall bring a glass container into the pool enclosure.
3. No person shall pollute the water in the swimming pool in any manner, and in particular spitting, spouting of water and blowing the nose in the pool or on the deck are prohibited.
4. No person shall engage in boisterous play in or about the swimming pool.
5. Each bather shall take a shower using warm water and soap and thoroughly rinse off all soap before entering or re-entering the deck.
6. All persons with long hair must wear an appropriate bathing cap during their use of the swimming pool.
7. All children 12 years of age and under must be accompanied by an adult at all times.
8. The swimming pool will be available for use between the hours of 10 o'clock in the morning to 10 o'clock at night.