

Form 11

*Condominium Act, 1998*

CERTIFICATE IN RESPECT OF A BY-LAW  
(under subsection 56 (9) of the *Condominium Act, 1998*)

Carleton Condominium Corporation No. 82 (known as the "Corporation") certifies that:

1. The copy of By-Law No. 7, attached as Schedule "A", is a true copy of the by-law.
2. The by-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the by-law.

Dated this 5 day of March, 2002. a

CARLETON CONDOMINIUM CORPORATION NO. 82

b 

c Print Name: Claude Brisebois  
d Print Title: President

(Seal) c

I have authority to bind the Corporation.

Schedule "A"

**CARLETON CONDOMINIUM CORPORATION NO. 82**

**BY-LAW NO. 7**

WHEREAS the condominium corporation has limited flexibility in the negotiation of its insurance coverage with respect to the amount of the deductible;

AND WHEREAS the amount of any deductible paid by the corporation is charged back to the owners through contributions to common expenses;

AND WHEREAS unit owners are able to purchase insurance under their unit owners policies to cover any loss arising as a result of the application of a deductible clause under the policy of insurance maintained by the corporation;

AND WHEREAS the corporation has the authority to pass a by-law to provide that the deductible under the corporation's policy shall be the responsibility of the unit owner in circumstances defined in the by-law, provided that the owner shall not be responsible for a deductible amount related to damage caused by an act or omission of the corporation or its directors, officers, agents or employees;

AND WHEREAS owners are able to arrange and maintain insurance to cover any loss arising as a result of the application of a deductible amount under the master policy with respect to damage to their unit at a cost that is expected to be less than the cost to owners where the corporation covers the deductible as a common expense;

NOW THEREFORE, BE IT ENACTED as By-Law No. 7 (being a By-Law respecting insurance deductibles) 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*, or any successor, ("the Act") shall have ascribed to them the meanings set out in the Act as amended from time to time.

**ARTICLE II  
INSURANCE DEDUCTIBLES**

- (1) Property insurance is obtained and maintained by the Corporation (the "Master Policy") in accordance with the Act, and the declaration and by-laws of the Corporation, but may be subject to a loss deductible clause.
- (2) Accordingly, the Master Policy does not cover any loss, or portion of a loss, falling within any such deductible. Responsibility for any such loss must therefore be determined by reference to the normal repair responsibilities, without regard to insurance issues. Therefore:
  - (a) any deductible loss relating to damage to a dwelling unit shall be the responsibility of the owner of the unit; and
  - (b) any deductible loss relating to damage to the common elements shall be the responsibility of the Corporation.

- (3) Notwithstanding the foregoing,
- (a) each unit owner shall indemnify and save harmless the Corporation and all other unit owners from any deductible loss (under the Master Policy) resulting from a negligent act or omission of the owner, or his or her guests, agents or occupants of the unit. (Accordingly, if any damage is caused to any part of the property by a negligent act or omission of an owner or his or her guests, agents or occupants of the unit, any related deductible loss under the Master Policy shall be added to the common expenses payable for the owner's unit, in accordance with Article III(4).)
  - (b) the Corporation shall indemnify and save harmless each unit owner from any deductible loss resulting from a negligent act or omission of the Corporation or its directors, officers, agents or employees. (Accordingly, if damage is caused to a unit by a negligent act or omission of the Corporation or its directors, officers, agents or employees, any related deductible loss under the Master Policy shall be a common expense payable by all owners in accordance with their proportionate contributions.)
- (4) Any amounts owing to the Corporation by a unit owner by virtue of the terms of this By-Law shall be added to the common expenses payable by such unit owner and shall be collectible as such, including by way of condominium lien.
- (5) Each owner shall obtain and maintain insurance, including personal liability insurance, covering the owners' risks as set forth in this by-law.
- (6) The Corporation may, by board resolution, agree to increase the deductible on the Master Policy from time to time, but shall promptly provide written notice of any change in the deductible to all owners.


**ARTICLE III  
MISCELLANEOUS**

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

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

DATED this 20 day of June, 2001.

**CARLETON CONDOMINIUM CORPORATION NO. 82**

  
 s \_\_\_\_\_  
 n Print Name: Claude Brisebois  
 i Print Title: President

I have authority to bind the Corporation

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