

BY-LAWS

Carleton Condominium Corporation No. 37

C E R T I F I C A T E

CARLETON CONDOMINIUM CORPORATION NO. 37 hereby certifies that the By-law attached hereto, being By-Law No. 1 of Carleton Condominium Corporation No. 37 was made in accordance with The Condominium Act, Revised Statutes of Ontario 1970, Chapter 77 and any amendments thereto, the Declaration and the By-laws of the said CARLETON CONDOMINIUM CORPORATION NO. 37 .

DATED AT OTTAWA this 14th day of JUNE 1974.

CARLETON CONDOMINIUM CORPORATION NO. 37

per: *[Signature]*

PRESIDENT

per: *P.A. Perrault*

SECRETARY

BY-LAW NUMBER ONE OF THE CARLETON CONDOMINIUM
CORPORATION NO. 37

WHEREAS The Condominium Act, Revised Statutes of Ontario 1970, Chapter 77 (hereinafter called the "Act") provides that the registration of a Declaration and Description creates a Corporation without share capital whose members are the owners from time to time.

AND WHEREAS by the said Act it is further provided that when a Declaration and Description are registered, the Master of Titles in whose office they are registered shall assign a name to the Corporation in accordance with the regulations.

AND WHEREAS a Declaration was registered in the Office of Land Titles at Ottawa on the 14th day of June 1974, as Instrument Number 104496 together with a Description covering all and singular that certain parcel or tract of land and premises situate lying and being in the Township of Nepean in the Regional Municipality of Ottawa-Carleton and being composed of the lands more particularly described in Carleton Condominium Plan No. 37.

AND WHEREAS upon registration of the said Declaration and Description the Master of Titles at Ottawa assigned to the Corporation created the name of Carleton Condominium Corporation No. 37 (hereinafter called the "Corporation").

AND WHEREAS by the said Act it is further provided that the Corporation may, by a vote of members who own sixty-six and two thirds per cent (66 2/3%) of the common elements, or such greater percentage as is specified in the Declaration, make by-laws.

AND WHEREAS the said Declaration does not specify that the Corporation may, by a vote of members who own greater than sixty-six and two-thirds per cent (66 2/3%) of the common elements make by-laws.

NOW THEREFORE, under the authority of the said Act and of the said Declaration, proper notice having been given to all members of the Corporation and to all registered chargees in first priority, BE IT enacted as By-law Number One of the Carleton Condominium Corporation No. 37 this 14th day of June, 1974.

ARTICLE I

MANAGEMENT OF PROPERTY

(a) Engagement of Manager

The Board of Directors (hereinafter called the "Board") of the Corporation, may by agreement in writing, engage a person, firm or corporation (hereinafter called the "Manager") to perform such duties and services necessary to manage the property, on such terms and conditions as the Board may from time to time determine. Notwithstanding any such engagement, the Board may at any time, exercise any and all of the powers and duties imposed upon the Manager.

(b) Terms of Management Agreements

Notwithstanding the discretion of the Board to exercise the terms and conditions under which the Manager may be engaged to manage the property, the Manager, during the term of his engagement and in the performance of his duties and obligations shall:

(i) enforce strictly for the benefit of the owners, the provisions of the Declaration, the By-laws, the rules and regulations respecting the use and occupation of the property and the maintenance of the common elements;

(ii) collect and receive all monies payable as common expenses by the owners to the Corporation and deposit the same in a separate account with a Chartered Bank or Trust Company and pay over to the Corporation from such account all such monies less such amounts as are property payable and paid under paragraph (b) of Article I of Part III of the Declaration, provided that upon written notice of the

Board to the owners and thenceforth until the Board shall otherwise in writing direct, all such amounts payable by the owners to the Corporation shall be paid directly to the Corporation;

(iii) keep accurate accounts of all financial transactions relevant to the management of the property and maintenance of the common elements and render to the Board quarterly statements of income and expenditures with respect thereto and keep such accounts open for inspection by the Board at all times. The owners and mortgagees of first priority may inspect such statements and accounts at any reasonable time or times;

(iv) obtain the written approval of the Board for any specific management, maintenance or alteration expense the cost of which equals or exceeds ONE THOUSAND (\$1,000.00) DOLLARS and obtain and submit to the Board any estimates or tenders required by the Board prior to the Board giving any such approval;

(v) pay all expenses incurred by the Manager pursuant to the provisions hereof out of monies deposited in the said account by the Manager and available for such purposes provided that in the event that the Manager requires funds to pay such expenses from time to time and adequate funds are not then available in such account, the Board may, in its discretion allocate and pay to the credit of such account such sums as the Board may from time to time determine.

(c) Indemnity of Manager

The Corporation shall indemnify and save harmless the Manager from any and all liability and from all claims and demands arising out of damage or injuries to persons or property from any cause whatsoever in or about or in any way connected with the property and defend, at the expense of the Corporation, all suits which may be brought against the Manager in respect of any such claim or demand and pay all judgments that may be

rendered against the Manager on account thereof; provided that nothing contained herein shall release the Manager from any liability to an owner or to the Corporation in respect of a breach of any of the Manager's covenants contained in such management agreement.

(d) Committees

The Board may appoint committees, comprised of such persons, firms or corporations (not necessarily confined to owners) as the Board may from time to time determine, to perform such of the obligations and duties imposed upon the Corporation as the Board may direct, such appointment to be on such terms and conditions as the Board may, in its sole discretion, determine from time to time.

Without limiting the scope of the duties and obligations which may be imposed upon such committees, the Board may appoint any or all of the following committees:

- (i) Finance;
- (ii) Landscaping and Maintenance;
- (iii) Parking;
- (iv) Recreation;
- (v) Grievances, By-law and Rule Enforcement.

ARTICLE II

USE OF UNITS

(a) No owner, his family, guests, visitors, tenants, servants, or agents shall create or permit the creation of or continuation of any noise or nuisance which, in the sole discretion of the Board, the Manager or Committee, may disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants, tenants or persons having business with them.

(b) No television antenna or clotheslines shall be erected upon or in any manner attached to any part of the units without the prior written consent of the Board.

ARTICLE III

USE OF COMMON ELEMENTS

(a) Enactment of Rules

The owners, by a vote of members who own fifty-one per cent (51%) of the common elements, may make rules respecting the use of the common elements for the purpose of preventing unreasonable interference with the use and enjoyment of the units and common elements.

(b) Use

(i) The common elements, save and except the parts of the common elements designated for exclusive use by an owner, shall not be obstructed by any owner, his family, guests, tenants, servants, agents or visitors or used by any of them for any purpose other than for ingress and egress to and from their respective units or for such purposes as the Board may direct. Parking areas shall not be used for any purpose other than for the parking of motor vehicles. No garbage shall be placed in any part of the common elements unless securely enclosed only in disposable plastic bags and deposited immediately prior to pick up in such areas as the Board may from time to time designate. No television antenna or clotheslines shall be erected upon or in any manner attached to any part of the common elements without the prior written consent of the Board.

(ii) No washing of or major repairs or adjustments to automobiles shall be permitted on the property, nor shall any commercial vehicle be brought on the property without the written consent of the Board, the Manager or a Committee, save in the course of delivery to the property.

(iii) Any expenses incurred by the Corporation by reason of damage to the property or breach of any By-law, Rule or Regulation governing the use or occupation of the property by any owners, his family, guests, servants, agents or occupants of his unit shall be borne by such owner and may

be recovered by the Corporation from such owner by adding to such owner's share of the common expenses such expenses as the Corporation may have incurred hereunder.

ARTICLE IV

MAINTENANCE OF UNITS AND COMMON ELEMENTS

The Board may from time to time determine the standard of maintenance of the units and common elements.

ARTICLE V

USE AND MANAGEMENT OF THE ASSETS OF
THE CORPORATION

The Board may in its absolute discretion determine from time to time the manner in which the assets of the Corporation may be acquired, used and managed.

ARTICLE VI

THE BOARD

(a) Number and Quorum

The affairs of the said Corporation shall be managed by the Board of Directors consisting of seven (7) persons of whom five (5) shall constitute a quorum for the transaction of business at any meeting of the Directors. Notwithstanding vacancies, the remaining Directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.

(b) Election and Term

The Directors of the Corporation shall be elected in rotation and upon the expiration of their respective term of office shall retire, but shall be eligible for re-election. Forthwith on registration the Declarant as owner of all the Units shall elect seven (7) directors who shall constitute the Board until the first general meeting of owners at which time three (3) Directors shall be elected to hold office for a term of one (1) year from the date of their election, three (3) Directors shall be elected to hold office for a term of two (2) years from the date of their election and one (1) Director shall be elected to hold office for a term of three (3) years from the date of his

election. At each annual meeting thereafter a number of Directors equal to the number of Directors retiring in such year shall be elected for a term of three (3) years.

(c) Qualifications and Nomination

Each member of the Board shall be eighteen (18) years of age or more and need not be a member of the Corporation. Subject to the foregoing, any person may be nominated for election to the Board providing such nomination may be made only by either an owner or a mortgagee having first priority of registration.

(d) Removal of Directors and Filling of Vacancies

The members may by resolution passed by simple majority vote at a meeting of members called for such purpose remove any Director before the expiration of his term of office. The members 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.

(e) Calling of Meetings

Meetings of the Board shall be held from time to time at such place and at such time and on such day as the President or a Vice-President who is a Director or any two (2) 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 (2) 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 signified in writing their consent to the holding of such meeting.

(f) 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.

(g) 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 a Director or Directors of such Board was elected, provided a quorum of Directors be present.

(h) Interest of Directors in Contracts

No Director shall be disqualified by his office from contracting with the Corporation nor shall any contract or arrangement entered into on behalf of the Corporation with any Director or in which any Director is in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such Director holding such office of the fiduciary relationship thereby established provided that the provisions of paragraph (i) of this Article VI are complied with.

(i) Declaration of Interest

It shall be the duty of every Director of the Corporation who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Corporation to declare such interest and to refrain from voting in respect thereto, provided, however, that such prohibition against voting shall not apply during such time as the Declarant who registered the Declaration is represented on the Board by three (3) or more Directors.

(j) Protection of Directors and Officers

No Director or Officer of the Corporation shall be liable for the acts, neglect or default of any other Director

or Officer or for joining in any act for conformity or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.

Section (k) Indemnity of Directors and Officers

Every Director or Officer of the Corporation and his heirs, executors and administrators and estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against,

(i) all costs, charges and expenses whatsoever which such Director or Officer sustains or incurs in or about any actions, suit or proceeding which is brought, commenced or prosecuted against him for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him in or about the execution of the duties of his office, except dishonest or fraudulent act or acts;

(ii) all other costs, charges and expenses which he properly sustains or incurs in or about or in relation to the affairs thereof.

(1) Voting

At all meetings of the Board all resolutions shall be decided by a majority of votes cast on the resolution, and in case of an equality of votes the Chairman of the meeting shall be entitled to a second or casting vote.

(m) Officers of the Board

(i) Elected Officer

At the first meeting of the Board after each election of Directors, the Board shall elect from among its members a President.

(ii) Appointed Officers

From time to time the Board shall appoint a Secretary and may appoint one (1) or more Vice-Presidents, a General Manager, a Treasurer and such other officers, as the Board may determine, including one (1) or more assistant to any of the Officers so appointed. The Officer so appointed may but need not be a member of the Board. One (1) person may hold more than one (1) office and if the same person holds both the office of Secretary and office of Treasurer he may be known as Secretary-Treasurer.

(iii) Term of Office

In the absence of written agreement to the contrary the Board may remove at its pleasure any Officer of the Corporation.

(iv) President

The President shall be the chief executive officer of the Corporation and shall be charged with general supervision of the business and affairs of the Corporation. The President shall when present, preside at all meetings of the members of the Corporation and of the Board.

(v) Vice-President

During the absence of the President his duties may be performed and his powers may be exercised by the Vice-President or if there are more than one (1), the Vice-Presidents, in order of seniority (as determined by the Board) save that no Vice-President shall preside at a meeting of the Board or a meeting of members who is not qualified to attend the meeting as a Director or member, as the case may be. If a Vice-President exercises any

... of President shall be pre-

sumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe.

(vi) General Manager

The General Manager if one (1) be appointed shall have the general management and direction subject to the authority of the Board and the supervision of the President, of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board and to settle the terms of their employment and remuneration.

(vii) Secretary

The Secretary shall give or cause to be given all notices required to be given to the members, Directors, auditors, mortgagees and all others entitled thereto; he shall attend all meetings of the Directors and of the members and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he shall perform such other duties as may from time to time be prescribed by the Board.

The Secretary shall deliver a certified copy of the minutes of all general and special meetings of the members to such registered mortgagees as have filed with the Corporation a request therefor.

(viii) 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 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; he shall perform such other duties as may from time to time be prescribed by the Board. The offices of the Secretary and Treasurer may be combined.

(ix) 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 any assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

(x) 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 VII

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) obtaining and maintaining insurance for the property as may be required by the Declaration;
- (d) repairing and restoring of the common elements in accordance with the provisions of the Act, the Declaration and the By-laws;
- (e) 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;

- (f) causing audits to be made after every year's end and making auditor's statements available to the owners and mortgagees;

ARTICLE VIII

ASSESSMENT AND COLLECTION OF CONTRIBUTIONS

(a) Assessment of Common Expenses

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 present the estimated budget at a meeting of the members and the owners shall consider the estimated budget and if satisfactory shall approve in principle the budget at such time. The Board shall allocate and assess such common expenses as set out in the approved 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 to the foregoing expenses the Board may include in the annual budget provisions for a reserve fund for contingencies, working capital, deficits or replacements, which reserve fund shall be an asset of the Corporation. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which such common expenses are based, to all owners and mortgagees entered on the register. Notwithstanding the foregoing but subject to the payments as set forth in Schedule "A" hereto, no monthly payments on account of common expenses estimated by the Board shall be payable until the first day of

the month following the month in which the members of the Corporation have by a simple majority of the common element interest represented at a general or special meeting of members called for such purpose approved the estimate of the Board or of any revision thereof.

(b) Owners Obligations

Until further written notice from the Board, the monthly payment payable on account of common expenses by each owner in respect of each owner's respective unit shall be the sum of the amounts respectively set opposite the owner's unit as described in Schedule "A" hereto, such payments to become due and payable in advance on the first day of each and every month commencing with the first day of the month next following the date of registration of the transfer of such unit to the owner. Interest shall become due and be payable at the rate of twelve percent (12%) per annum, calculated yearly, not in advance, on the balance after default from time to time due and payable by each owner on account of common expenses to the Corporation until fully paid to the Corporation.

(c) Statement of Account

The Board shall, upon receipt of reasonable notice in writing from an owner or the owner's agent, prepare and deliver to the said owner or its agent a statement reflecting the credit or debit, as the case may be, of the said owner in the common expense account of the Corporation as of a fixed date, the credit or debit, as the case may be, of the said owner in the Reserve Fund, if any, as of a fixed date and the current monthly levy for common expenses and for contribution to the Reserve Fund, if any.

(d) Default in Payment of Assessment

In the event an owner is in default in any payment required to be made hereunder and such default continues for a period of fifteen (15) days, the Corporation may register a notice of lien in accordance with the provisions of Section 13 subsection 4 of the said The Condominium Act, Revised Statutes of Ontario 1970, Chapter 77.

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.

(e) 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 such further assessment on all owners which shall include a written statement setting out the reasons for extraordinary assessment, and such extraordinary assessment shall be payable by each owner within ten (10) days after the delivery thereof to such owner, or within such further period of time and in such instalments as the Board may determine.

(f) Payee of Common Expenses

All payments on account of common expenses shall be paid to the Corporation or to such person as the Board may direct in writing on or before the dates on which such payments fall due.

ARTICLE IX

CONDUCT OF THE AFFAIRS OF THE CORPORATION

(a) Seal of the Corporation

The Corporation shall have a seal in the form impressed hereon.



(b) 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.

(c) Office

The office of the Corporation shall be at 19 Midland Avenue, Ottawa, Ontario, in the Regional Municipality of Ottawa-Carleton or at such other address as the members of the Corporation may from time to time designate by By-law.

(d) Meetings of Members of the Corporation

(i) Annual Meeting

The annual meeting of the members shall be held at such place within the Province of Ontario 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 of the officers of the Corporation, including a current audited financial statement of the affairs of the Corporation and any other reports or 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.

No more than fifteen (15) months shall elapse between the dates of two (2) successive annual general meetings. The first annual general meeting shall be called within fifteen (15) months of the date of registration of the Declaration.

(ii) 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 Province of Ontario as may be determined by the Board.

The Board shall also call such special meeting upon notice in writing of such owners or mortgagees (or combination thereof), entitled to vote with respect to thirty-five per cent (35%) of the common elements within ten (10) days of giving of such notice. If the Board does not within ten (10) days from the date of such notice call such meeting, which shall be held within fourteen (14) days from the date of the calling thereof, any of the owners or mortgagees who gave such notice may call such meeting which shall be held within thirty (30) days from the date of calling of such a meeting.

(iii) Notice of Meeting

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 of 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. Notices of meetings as hereinbefore required shall have appended to it an agenda of matters to be considered at such meeting. Notices shall be given by prepaid ordinary mail.

(iv) Quorum

At any meeting of members, a quorum shall consist of not less than persons entitled to vote who are present in person, or holding or representing by proxy thirty-three and one-third per cent (33 1/3%) of the common elements. 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 reconvened and shall stand adjourned to the same time on the corresponding day of the next week, at such place 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 three (3) days prior to the convening of such meeting, and if thirty (30) 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 to be a quorum, and may transact all business which a full quorum might have done.

(v) Conduct of Meetings

(1) The President or, failing him some person to be elected at the meeting shall act as Chairman of the meeting.

(2) Failing the Secretary of the said Corporation acting as Secretary of the meeting, the Chairman shall appoint a Secretary for the meeting.

(3) At all meetings of members of the Corporation every question shall be decided by a show of hands unless a poll thereon is required by the Chairman or is demanded by an owner present in person or represented by proxy and entitled to vote. Whenever a vote by a show of hands shall have been taken upon a question, unless a poll thereon be so required or demanded, a declaration by the Chairman of the meeting that the vote upon the question has been carried, or carried by a particular majority, or not carried and an entry to that effect in the minutes of the proceedings at the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any question or resolution. A demand for a poll may be withdrawn.

(4) If a poll be required by the Chairman of the meeting or be demanded by any owner or his proxy, and the demand be not withdrawn, a poll upon the question or resolution shall be taken in such manner as the Chairman of the meeting shall direct.

(5) In case of an equality of votes on questions or resolutions requiring a simple majority at any meeting of owners either upon a show of hands or upon a poll, the Chairman of the meeting shall be entitled to a second or casting vote.

(6) Majority of the owners shall mean more than fifty per cent (50%) in the common elements in the aggregate.

(7) 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 persons may be admitted only on the invitation of the Chairman of the Meeting or with the consent of the meeting.

(8) 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 mortgagor of such unit (or his proxy) may nevertheless represent such unit at meetings and vote in respect thereof, unless in the instrument creating the mortgage he has

expressly authorized or empowered the mortgagee to vote, 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 that the terms of such instrument or if such mortgagee has notified the Corporation of his rights in accordance with paragraph (d)(iii) 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 equal to the percentage of common interest of the unit represented by such owner or mortgagee as set out in the Declaration.

(9) An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the members of the Corporation and may vote in the same manner and to the same extent as such owner. If there be more than one (1) executor, administrator, committee, guardian or trustee, the provisions of paragraph (d)(v)(10) of this Article shall apply.

(10) If a unit or a mortgage on a unit is owned by two (2) or more persons, any one (1) of them present or represented by proxy may in the absence of the other or others vote, but if more than one (1) 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.

(11) Every member or mortgagee entitled to vote at meetings of members may by instrument in writing appoint a proxy, who need not be a member or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the member or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority.

(12) 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 (d)(v)(8) of this Article, duly cast on the question.

(e) Banking Arrangements and Contracts

(i) 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 (1) or more officers or other persons as the Board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including without restricting the generality of the foregoing the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, draft 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.

(ii) Execution of Instruments

Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary or 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.

(f) Financial

Until otherwise ordered by the Board, the financial year of the Corporation shall end on the 1st day of *July* in each year or on such other day as the Board by resolution may determine.

(g) Notice

(i) Method of Giving Notice by the Corporation

Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the register, or if mailed by prepaid ordinary

mail or airmail 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 a member shall

be given or delivered to such person in the manner aforesaid to be given said to the address shown for him on the register. Such

notice, communication or document shall be deemed to have been given when it is delivered personally or delivered

to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have

been given when deposited in a post office or public letter box, and a notice sent by any means of wire or

wireless or any other form or transmitted or recorded communication shall be deemed to have been given when

delivered to the appropriate communication company or agency or its representative for dispatch.

(ii) 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 registered mail or airmail 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.

(iii) Omissions and Errors

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

(h) Default

(i) Notice of Unpaid Common Expenses

The Board whenever so requested in writing by an owner or mortgagee entered on the register shall promptly report any then unpaid common expenses due from, or any other default by, any owner, and any common expenses assessed or other money claims by the Corporation against any owner, which are fifteen (15) days past due.

(ii) Notice of Default

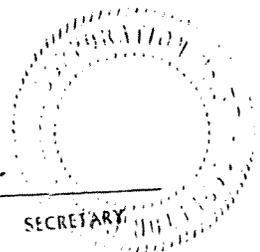
The Board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit, who is entered in the register, and who has requested that such notices be sent to him.

ENACTED THIS 14th day of JUNE 1974, as By-law Number One (1) of CARLETON CONDOMINIUM CORPORATION NO. 37 .

WITNESS the corporate seal of CARLETON CONDOMINIUM CORPORATION NO. 37 .

[Signature]
PRESIDENT

P.A. Perrault
SECRETARY



THE FOREGOING By-law is hereby enacted this 14th
day of *JUNE* 1974, by CAMPEAU CORPORATION, the
owner of all the units described in the Description registered
together with the Declaration as Instrument Number _____ and
the sole member of CARLETON CONDOMINIUM CORPORATION NO. 37 .

CAMPEAU CORPORATION

per: *M. Lalonde*
SENIOR VICE-PRES.

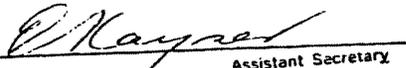
per: *L. P. Pan*
SECRETARY

EXECUTION OF BY-LAW NO. 1 BY MORTGAGEE

THE ROYAL BANK OF CANADA, the owner of a mortgage registered against the lands herein as Instrument Number 642008 hereby waives notice of the meeting of the owners of the units of Carleton Condominium Plan No. 37 for the purpose of considering By-law No. 1 of the Carleton Condominium Corporation No. 37 and hereby consents to the passing of the said By-law.

THE ROYAL BANK OF CANADA
per:


Assistant General Manager


Assistant Secretary

APPROVED
FOR SIGNATURE


CARLETON CONDOMINIUM CORPORATION NO. 37

BY-LAW NO. 2

BE IT ENACTED as By-law No. 2 (being a special By-law respecting an easement in favour of Consumers Gas, and related matters) of CARLETON CONDOMINIUM CORPORATION NO. 37 (hereinafter referred to as the "Corporation") as follows:

WHEREAS Section 9 of the Condominium Act permits the Corporation, by special By-law, to grant an easement through the common elements;

AND WHEREAS the supply of natural gas to the property will require an easement in favour of Consumers Gas for the purpose of constructing, operating, repairing and maintaining gas service to the property;

AND WHEREAS the supply of gas as aforesaid will also involve certain alterations to the common elements which require the approval of the unit owners pursuant to Section 38 of the Act;

AND WHEREAS the said alterations have been determined to be non-substantial for the purposes of Section 38 of the Act;

AND WHEREAS the confirmation of this special By-Law will therefore constitute approval under Section 38 of the Act for the said alterations to the common elements, subject to the terms and conditions set forth herein;

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 have ascribed to them the meanings as set out in the Act as amended from time to time.

ARTICLE II
EASEMENT AGREEMENT

In order to allow for the supply of natural gas to the units of the condominium, the Corporation is hereby authorized to enter into an agreement for the granting of an easement in favour of Consumers Gas, in a form acceptable to the Board.

ARTICLE III
ADDITIONS TO COMMON ELEMENTS

All additions to the common elements required for the aforesaid supply of gas are hereby approved, including any additions to the common elements carried out by or on behalf of individual unit owners (including the gas line from the meter and through the concrete basement wall) in order to arrange for gas service to the unit. Provided, however, that the approval for any such additions to the common elements required in order to arrange for gas service to a particular unit (herein called "the addition") is subject to the following terms and conditions and any unit owner arranging for any such addition agrees with the Corporation and all other unit owners on his/her own behalf and on behalf his/her successors and assigns, to be bound by and to comply with all such terms and conditions, namely:

- 4
- (1) Owners shall be permitted to install gas furnaces, gas hot water heaters and other gas appliances in their units, as long as they meet the requirements of the Canadian Standard Association or the requirements of a similar and recognized organization.
 - (2) All additions shall comply with all municipal, provincial and federal legislation including all municipal By-Laws and building regulations;
 - (3) Each addition shall be maintained and repaired in a good and safe condition by the unit owner at the unit owner's sole expense. Notwithstanding the provisions of the Act and Declaration and By-Laws of the Corporation, the Corporation shall not be responsible to maintain or repair any addition nor shall the Corporation be responsible to retain any insurance with respect to any addition;
 - (4) In the event that the unit owners fails to maintain or repair the addition as required herein, the Corporation may, at its option and after notifying the unit owner and affording the unit owner a reasonable opportunity to effect such maintenance or repair, carry out such maintenance or repair and all costs and expenses incurred by the Corporation in arranging and carrying out the maintenance or repair shall be payable to the Corporation by the unit owner and collectible in accordance with Article III (7) hereof;
 - (5) The unit owner shall obtain insurance, satisfactory to the Corporation, against any and all liability which may arise in connection with the addition. The unit owner shall provide to the Corporation proof satisfactory to the Corporation that such insurance is in place within a reasonable period of time following any request by the Corporation for such proof.
 - (6) The unit owner shall fully and completely indemnify and save harmless the Corporation from any and all loss, cost, expenses, claims or damages, of whatever kind and however arising, as a result of the breach of any of these terms and conditions, or otherwise relating to the addition, including any claim against the Corporation for damages resulting from, caused by, or associated with the addition. Without limiting the generality of the foregoing, the unit owner shall be responsible for all costs and expenses incurred in order to remove any addition in order to afford the Corporation access to any portion of the property (for the purposes of carrying out repair or maintenance, or for any other reason) and the Corporation shall have no obligation for any damage which may be caused to the addition as a result of any such required access.
 - (7) Any amounts owing to the Corporation by a unit owner by virtue of these terms and conditions shall be added to the unit owner's common expenses and shall be collectible against the unit owner, together with all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collections of the amount, in the same manner as common expenses, including by way of Condominium lien in accordance with the Act;
 - (8) In addition to any other rights and remedies available to the Corporation hereunder or otherwise, in the event that any unit owner contravenes any of the within terms and conditions, the Corporation shall be entitled upon ten days written notice to the unit owner, to remove the addition and restore the common elements to their previous condition. All costs and expenses associated with such removal and restoration shall be the responsibility of the unit owner and shall be payable by the unit owner to the Corporation, and collectible in accordance with Article III (7) hereof;
 - (9) Any such addition carried out by a unit owner shall be carried out at the sole expense of the unit owner;
 - (10) All of these terms and conditions shall be binding upon the successors and assigns of the unit owner;

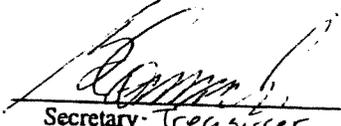
ARTICLE IV
MISCELLANEOUS

- (1) **Invalidity:** The invalidity of any part of this By-Law shall not impair or affect in any manner the validity and enforceability or effect of the balance hereof.
- (2) **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.
- (5) **Alterations:** This By-Law or any part thereof may be varied, altered or repealed by a By-Law passed in accordance with the provisions of the Act, and the Declaration.

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

DATED this 27 day of FEBRUARY, 1995.

CARLETON CONDOMINIUM CORPORATION NO. 37


 Secretary-Treasurer
 B. Connolly



<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">969080</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">CERTIFICATE OF RECEIPT RECEPTE</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">OTTAWA CARLETON (4)</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">'96 08 12 13 14</p>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 8 pages	
	(3) Property Identifier(s) 15037-0001	Block Property	Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document APPLICATION TO REGISTER NOTICE OF AN UNREGISTERED ESTATE, RIGHT, INTEREST OR EQUITY (Section 71 Land Titles Act)		
	(5) Consideration Two----- Dollars \$ 2.00		
	(6) Description All Units and Common Elements comprising the property included in <u>Carleton Condominium Plan No. 37</u> City of Nepean, Regional Municipality of Ottawa-Carleton, Land Titles Division of Ottawa-Carleton (No. 4)		
	New Property Identifiers Executions	Additional: See Schedule <input type="checkbox"/>	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

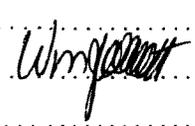
(8) This Document provides as follows:

The Consumers' Gas Company Ltd. having an unregistered estate, right, interest or equity in the above land of which Carleton Condominium Corporation No. 37 is the registered owner apply under Section 71 of the Land Titles Act for the entry of a Notice of an Agreement dated the 23rd day of February, 1995, made between Carleton Condominium Corporation No. 37 and The Consumers' Gas Company Ltd.

The evidence in support of this Application consists of an executed copy of the Agreement.

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
THE CONSUMERS' GAS COMPANY LTD. (applicant) by its agent WILLIAM J. COLDICOTT		1995 03 06

(11) Address for Service P.O. Box 650, Scarborough, Ontario M1K 5E3

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
CARLETON CONDOMINIUM CORPORATION NO. 37 (OWNER)		

(13) Address for Service c/o Premiere Property Management, 800-170 Metcalfe Street, Ottawa, ON K2P 1P3

(14) Municipal Address of Property 21 Midland Crescent Nepean, Ontario	(15) Document Prepared by: The Consumers' Gas Company Ltd. P.O. Box 650 Scarborough, Ontario M1K 5E3 (L-22320)	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td style="width:50%;">Registration Fee</td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>	Fees and Tax		Registration Fee								Total	
Fees and Tax														
Registration Fee														
Total														

CARLETON CONDOMINIUM PLAN NO. 37
 (NUM RO DE L'ASSOCIATION CONDOMINIALE DE OTTAWA)

UNIT (Partie privative)	LEVEL (étage)	PROPERTY ID. (Cote fonci)re)
1	1	15037-0001
2	1	15037-0002
3	1	15037-0003
4	1	15037-0004
5	1	15037-0005
6	1	15037-0006
7	1	15037-0007
8	1	15037-0008
9	1	15037-0009
10	1	15037-0010
11	1	15037-0011
12	1	15037-0012
13	1	15037-0013
14	1	15037-0014
15	1	15037-0015
16	1	15037-0016
17	1	15037-0017
18	1	15037-0018
19	1	15037-0019
20	1	15037-0020
21	1	15037-0021
22	1	15037-0022
23	1	15037-0023
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25	1	15037-0025
26	1	15037-0026
27	1	15037-0027
28	1	15037-0028
29	1	15037-0029
30	1	15037-0030
31	1	15037-0031
32	1	15037-0032
33	1	15037-0033
34	1	15037-0034
35	1	15037-0035
36	1	15037-0036
37	1	15037-0037
38	1	15037-0038
39	1	15037-0039
40	1	15037-0040
41	1	15037-0041
42	1	15037-0042
43	1	15037-0043
44	1	15037-0044
45	1	15037-0045

CARLETON CONDOMINIUM PLAN NO. 37
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE OTTAWA)

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci)re)
46	1	15037-0046
47	1	15037-0047
48	1	15037-0048
49	1	15037-0049
50	1	15037-0050
51	1	15037-0051
52	1	15037-0052
53	1	15037-0053
54	1	15037-0054
55	1	15037-0055
56	1	15037-0056
57	1	15037-0057
58	1	15037-0058
59	1	15037-0059
60	1	15037-0060
61	1	15037-0061
62	1	15037-0062
63	1	15037-0063
64	1	15037-0064
65	1	15037-0065
66	1	15037-0066
67	1	15037-0067
68	1	15037-0068
69	1	15037-0069
70	1	15037-0070
71	1	15037-0071
72	1	15037-0072
73	1	15037-0073
74	1	15037-0074
75	1	15037-0075
76	1	15037-0076
77	1	15037-0077
78	1	15037-0078
79	1	15037-0079
80	1	15037-0080
81	1	15037-0081
82	1	15037-0082
83	1	15037-0083
84	1	15037-0084
85	1	15037-0085
86	1	15037-0086
87	1	15037-0087
88	1	15037-0088
89	1	15037-0089
90	1	15037-0090
91	1	15037-0091
92	1	15037-0092
93	1	15037-0093
94	1	15037-0094
95	1	15037-0095
96	1	15037-0096

Additional Property Identifier(s) and/or Other Information

THIS AGREEMENT made, in quadruplicate, this 23rd day of February, 1995

AMONG: CARLETON CONDOMINIUM CORPORATION NO. 37 (hereinafter called the "Corporation"),

OF THE FIRST PART

AND

THE CONSUMERS' GAS COMPANY LTD., a Corporation incorporated under the laws of the Province of Ontario, (hereinafter called the "Company")

OF THE SECOND PART

WHEREAS the Company has constructed gas lines to and on the property more particularly described in Schedule "A" hereto;

AND WHEREAS for the purpose of operating, repairing and maintaining the said lines the Company has requested the right to enter upon the said property;

AND WHEREAS pursuant to The Condominium Act R.S.O. 1990, as amended, and the Declaration registered in the Office of Land Titles at Ottawa as Instrument No. LT104496 creating the said Corporation, the Corporation is authorized to manage and maintain the said property as defined by the said Act and pursuant to a by-law is authorized to enter into this agreement, which by-law is registered in the said Office of Land Titles;

AND WHEREAS it has been deemed expedient to give to the Company the right to enter upon the said property for the purposes hereafter described;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein, the parties hereto agree as follows:

(1) The Company shall have a free, uninterrupted and unobstructed right and licence in perpetuity to enter upon the said property for the purpose of surveying, constructing, laying, using, installing, repairing, inspecting, replacing, removing, renewing, expanding, enlarging, altering/reconstructing, operating and maintaining gas lines in, on and under the said property, together with all necessary appurtenances, works, attachments, apparatus, appliances, markers, fixtures and equipment which the Company may deem necessary or convenient thereto for the purpose of the furnishing of natural and/or manufactured gas to the said property and to any buildings or other sources of outlet from time to time existing upon the said property, together with the right and licence of free uninterrupted and unobstructed access to the said property, buildings and sources of outlet for the Company, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the right and licence hereby given but subject likewise to the provisions of this agreement.

(2) The Company will at its expense as soon as reasonably possible after the construction by the Company of a gas line or other exercise of its rights hereunder remove all surplus soil and debris from the said property and restore them to their former state so far as is reasonably practicable.

(3) The Corporation agrees that before the commencement of any work which may affect the said lines on the said property, it will advise the Company of its intent so to do. The Company agrees that it will attend upon the said property and advise the Corporation, its agents or servants as the case may be, of the location of the said lines so that the work of the Corporation can be carried out without injury to the said lines.

(4) The Corporation covenants and agrees that it shall be responsible to the Company for any damage to the Company's works caused by the Corporation, its servants, agents, workmen or employees.

(5) The Corporation covenants and agrees with the Company that should it require the Company to relocate its works constructed pursuant hereto or any part thereof, it shall give the Company reasonable notice in writing thereof and shall bear the entire cost of such relocation.

(6) The Corporation shall make no changes, alterations or additions in the buildings and improvements situate from time to time on the said property that would affect the rights granted to the Company hereunder including the accessibility to the Company's works.

FOR OFFICE USE ONLY

Additional Property Identifier(s) and/or Other Information

(7) The Corporation represents and warrants that the Condominium Lands have not been used for the storage of and do not contain any toxic, hazardous, dangerous, noxious or waste substances or contaminants (collectively the "Hazardous Substances"). If the Company encounters any Hazardous Substances in undertaking any work on the Condominium Lands, it shall give notice to the Corporation. At the expense of the Corporation, the Company (or, at the Company's option, the Corporation) shall effect the removal of such Hazardous Substances in accordance with the laws, rules and regulations of all applicable public authorities. The Company shall not bring any Hazardous Substances on the Condominium. In acquiring its interests in the Condominium Lands pursuant to this Agreement, the Company shall be deemed not to acquire the care of control of the Condominium Lands or any component thereof.

(8) Notwithstanding any rule of law or equity any gas line constructed by the Company hereunder together with all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment shall be deemed to be the property of the Company, even though the same may have been annexed or affixed to the said property. Save and except as the same may be located in any of the said units in which event this shall be the property of the owner from time to time of the unit in which the same is located, unless otherwise agreed.

(9) The Company shall have the absolute right to assign or transfer its rights hereunder in whole or in part and shall not be obligated to give any other party hereto notice of the same.

(10) This agreement shall extend to, be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto and whenever the singular or neuter is used it shall, where necessary, be construed as if the plural or feminine or masculine had been used and vice versa, as the case may be.

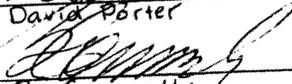
Additional Property Identifier(s) and/or Other Information

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

CARLETON
CONDOMINIUM CORPORATION NO. 37



David Porter

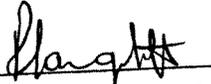


B. Connolly

THE CONSUMERS' GAS COMPANY LTD.



Per: E. M. BENNETT
DIRECTOR, FACILITIES MANAGEMENT



Per: RICHARD LANGSTAFF
MANAGER, LAND

APPROVED


REPT.

WE HAVE THE AUTHORITY TO BIND THE CORPORATION



Additional Property Identifier(s) and/or Other Information

SCHEDULE "A"
to the Agreement dated

the 23rd day of February, 1995

BETWEEN

CARLETON CONDOMINIUM CORPORATION NO. 37

and

THE CONSUMERS' GAS COMPANY LTD.

All of the Units and Common Elements and General Index and Property Parcel
Register of Carleton Condominium Plan No. 37



Schedule

Additional Property Identifier(s) and/or Other Information

SCHEDULE "A"
to the Agreement dated

the 23rd day of February, 1995

BETWEEN

CARLETON CONDOMINIUM CORPORATION NO. 37

and

THE CONSUMERS' GAS COMPANY LTD.

All of the Units and Common Elements and General Index and Property
Register of Carleton Condominium Plan No. 37

Schedule "A"

**CARLETON CONDOMINIUM CORPORATION NO. 37
BY-LAW NO. 3**

BE IT ENACTED as By-law No.3 (being a By-law to define standard units) of Carleton Condominium Corporation No. 37 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

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

**ARTICLE II
GENERAL**

- (1) The purpose of this By-law is to define the standard units in this condominium.
- (2) Where the materials or specifications set out in this By-law are uncertain or incomplete, the standard unit specifications and materials shall be consistent with "Builder's Standard" construction. In the case of any dispute as to what constitutes "Builder's Standard", a comparison shall be had to the quality of the particular feature being offered by builders of comparable construction at the time of the damage.
- (3) The standard unit does not include features which are part of the common elements. The Corporation's declaration determines which features are part of the common elements and which features are part of the units. To the extent that the attached schedules include features which are part of the common elements, they are included for reference and information purposes. They are not intended to be part of the standard unit.
- (4) Except as otherwise indicated in this By-law, the standard unit(s) shall include all features of the units mentioned in the declaration or shown in the description (including all registered architectural and structural drawings) of the condominium. In the case of any inconsistency between description and the schedules to this By-law, the schedules to this By-law shall prevail.
- (5) All replacement materials and re-construction shall conform to the current Ontario Building Code, Ontario Fire Code, Ontario Electrical Safety Code, current Municipal regulations and by-laws, and all applicable bulletins in force. If any component of the standard unit must be upgraded or changed in order to comply with any applicable governmental regulation or code or other law applicable to the repair of insured damage

or destruction, the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.

- (6) Where the schedules to this By-law refer to specific brands of equipment or materials, this shall be deemed to include equivalent brands.
- (7) In this condominium, there are 2 (two) different classes of standard units: one with a fireplace and one without a fireplace. The standard unit for each class or model is defined and described further specifications contained in the schedule indicated for the particular class. The classes and schedule(s) are as follows:

Class Number	Class Description	Units	Schedule
1	Single with Fireplace	1, 6, 9, 10, 12, 13, 21, 22, 24, 25, 30, 31, 37, 42, 43, 47, 48, 50, 51, 54, 55, 61, 63, 64, 69, 70, 76, 77, 82, 83, 92, 93, 96	A
2	Single without Fireplace	2, 3, 4, 5, 7, 8, 11, 14, 15, 16, 17, 18, 19, 20, 23, 26, 27, 28, 29, 32, 33, 34, 35, 36, 38, 39, 40, 41, 44, 45, 46, 49, 52, 53, 56, 57, 58, 59, 60, 62, 65, 66, 67, 68, 71, 72, 73, 74, 75, 78, 79, 80, 81, 84, 85, 86, 87, 88, 89, 90, 91, 94, 95	A

ARTICLE III MISCELLANEOUS

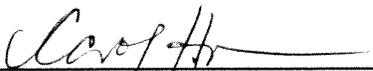
- (1) Invalidity: The invalidity of any part of this By-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- (2) Waiver. No restriction, condition, obligation or provision contained in this By-law shall be deemed to have been abrogated or waived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

- (5) Preparation: This document was prepared in the year 2013 by Nelligan O'Brien Payne LLP in conjunction with the corporation.

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

DATED this 18th day of June, 2013.

CARLETON CONDOMINIUM CORPORATION NO. 37



Print Name: CAROL HOPKINS
Print Title: PRESIDENT

I have authority to bind the Corporation.

Schedule "A"
Carleton Condominium Corporation No. 37
Specifications

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

SECTION ONE: GENERAL SPECIFICATIONS

Interior Doors:	Hollow core presswood doors with plastic doorknobs, steel door frames
Exterior Doors:	Hollow core, wooden doors with metal doorknobs
Windows:	Paned wooden framed, with panels that open to the outdoors
Floors:	Vinyl tile in kitchen, bathroom, basement hallway and family room. carpet with foam underlay in bedrooms, living room, dining room, 2 nd floor and main floor hallways, stairs to 2 nd floor and basement
Closets :	Bifold doors, shelves and hanging rods, metal hardware
Trim:	Economy finger jointed wood trim, painted
Walls:	Drywall, primed and painted
Ceilings:	Stipple on drywall ceilings
Electrical:	Plastic cover plates
Fireplace:	Brick fireplace, main floor (Class 1 Only)

Plumbing and Mechanical Systems:

- Oil forced air furnace
- Electric hot water heater
- Copper water piping
- 100 amp electrical panel
- Pre-wired for cable and telephone

SECTION TWO: INDIVIDUAL AREAS

Entrance

- Enclosed vestibule
- Closet with two half-louvered wooden bi-fold doors, one interior shelf with hanging rod
- Glass ceiling light fixture

Hallways and Stairs

- Plastic coated handrails and wrought iron railings
- Glass ceiling light fixture at top of stairwell to 2nd floor controlled on main level and 2nd floor
- Light fixture at top of basement stairwell

- Light fixture at bottom of basement stairwell and a light fixture in basement family room, controlled both on main level and basement

Dining Room

- Standard chandelier ceiling light fixture with three glass shades

Kitchen

- Plastic laminated kitchen cupboards with metal handles on drawers
- Preformed formica countertops with standard backsplash
- Double stainless steel sink with chrome hot and cold faucets
- Two standard ceiling light fixtures
- Range hood

Bathrooms

Main Bathroom:

- Two-bulb light fixture with glass shades
- Standard toilet
- Regular size bathtub with shower curtain rod and standard hot and cold faucets
- 4" Ceramic tile surround 3/4 of the way up the wall in bathtub
- Enamel sink with chrome hot and cold faucets
- Plate glass mirror
- Metal medicine cabinet with mirrored front door
- Three door painted coated particle board vanity
- Formica countertop with backsplash
- Linen closet with bi-fold door, metal hardware and four interior shelves

Powder Room in Basement:

- Two-bulb light fixture with glass shades
- Standard toilet
- Metal medicine cabinet with mirrored front door
- Two door painted coated particle board vanity
- Enamel sink with chrome hot and cold faucets
- Exhaust Fan

Basement

Family Room (Finished)

- Vinyl tile flooring

Furnace Room (Unfinished)

- Surface of poured concrete floor
- Plastic laundry tub
- Washer connections
- Dryer hook-up, vented to the exterior
- 2 light fixtures

Standard Features

Unless otherwise indicated herein, the following items shall simply be of standard quality and installation and in accordance with all relevant or applicable codes and regulations:

- light switch and cover plates
- electrical outlets and cover plates
- plumbing
- drains
- insulation
- ducting, venting and associated fans
- door hardware
- smoke detector
- electrical wiring
- paint
- trim
- cabinet hardware

Exclusive Use Backyard:

- Grassed, no trees, no gardens
- Grey patio stone walkway

What Should Owners Do With The Standard Unit Bylaw?

As you know, it is our opinion that the *Condominium Act, 1998* requires that all existing condominium corporations pass by-laws to define the "standard units" in the condominium. According to the Act, the by-law must be passed before the corporation's first insurance renewal after May 5, 2001.

The standard unit by-law gives a description of the unit as unimproved. It is the responsibility of the condominium corporation to obtain insurance covering the unimproved or "standard" unit (subject to a reasonable deductible). Insurance for any improvement to the unit is the responsibility of the owner.

An improvement is any feature, which is not part of the standard unit description.

Therefore, when the standard unit by-law is passed, each owner should take a copy of the by-law to the owner's insurance broker. The owner should also give the broker a list of all features of the unit, which are not included in the standard unit description. Those are the unit improvements. The broker should then be asked to make sure that the owner's insurance policy provides adequate coverage for those improvements.

At present, most unit insurance policies provide an arbitrary amount of coverage for unit improvements - usually set at a percentage of the coverage for the owner's personal property or "contents". With a precise list of the unit improvements in hand, many owners and brokers may find that they can actually reduce the coverage for improvements. [They may find that they have actually been over-insured up until this time.] On the other hand, in some cases the insurance coverage may have to be increased.

At the end of the day, the standard unit description should enable owners and their brokers to more carefully assess the insurance requirements of the owner.

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 37

BY-LAW NO. 4

BE IT ENACTED as By-Law No. 4 (being a by-law respecting common element modifications) of CARLETON CONDOMINIUM CORPORATION NO. 37 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I.
DEFINITIONS**

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

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

This bylaw is being passed for the following purposes:

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

**ARTICLE III.
PERMITTED MODIFICATIONS**

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

Inside

1. Direct vent fireplace;
2. Gas fireplace;
3. Gas furnace, gas meter and gas furnace venting;

4. Interior wall changes (non-load bearing walls);
5. Added bathrooms;

Front of Unit

6. Railings on Front Porch (for disability reasons only);

In Exclusive Use Fenced Area, below fence line, except as noted:

7. Central air conditioners;
8. Decks;
9. Patios constructed out of patio stones or interlocking stones;
10. Railings on back porch, back door steps;
11. Outdoor fish/plant pond or waterfall;
12. Hot tubs;
13. Satellite dishes;
14. Built-in sheds or other built-in structures, no higher than 18 inches above fence;
15. Trees (exception to height restriction), at least five (5) feet from foundation and two (2) feet from fencing;

**ARTICLE IV.
TERMS AND CONDITIONS**

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

1. No modification shall be made or kept except with the prior written approval of the Corporation, such approval not to be unreasonably withheld. The modification shall comply with all additional plans, drawings, specifications, colours and/or other requirements as may be approved in writing by the Board or as may be set forth in the By-laws, Rules or Policies of the Corporation. Furthermore, prior to proceeding with the modification, the owner shall obtain and provide to the Corporation such permits and professional certificates as may be requested in writing by the Board.
2. All modifications shall comply with all municipal, provincial and federal legislation, including all municipal By-Laws and building regulations. The owner shall investigate and determine all occupational health and safety requirements that apply to any work related to the modification (including work related to installation, repair or maintenance of the modification) and shall ensure that all of those requirements are met.

3. The modification shall be maintained and repaired in a good and safe condition by the owner at the owner's sole expense. The Corporation shall not be responsible to maintain or repair the modification, nor shall the Corporation be responsible to obtain any insurance with respect to the modification. The modification shall be at the sole risk and expense of the owner and the modification shall be owned by the owner.
4. In the event that the owner fails to maintain or repair the modification as required herein, the Corporation may, at its option and after notifying the owner and affording the owner a reasonable opportunity to effect such maintenance or repair, carry out such maintenance or repair and all costs and expenses incurred by the Corporation in arranging and carrying out the maintenance or repair shall be payable to the Corporation by the owner and shall be collectible in accordance with Article IV(7) hereof.
5. The owner shall obtain insurance against any and all risks of damage or harm to persons or property or any other liability which may arise in connection with the modification. The owner shall provide to the Corporation proof satisfactory to the Corporation that such insurance is in place within a reasonable period of time following any request by the Corporation for such proof.
6. The owner shall fully and completely indemnify and save harmless the Corporation from and against any and all loss, costs, expenses, claims or damages, of whatever kind and however arising, as a result of a breach of any of these terms and conditions, or otherwise relating to the modification, including any claims against the Corporation for damages resulting from, caused by, or associated with the modification. Without limiting the generality of the foregoing, the owner shall be responsible for all costs and expenses incurred in order to remove the modification to afford the Corporation access to any portion of the property (for the purposes of carrying out repair or maintenance, or for any other reason) as well as reinstatement of the modification (if desired), and the Corporation shall have no obligation for any damage which may be caused to the modification as a result of any such required access.
7. Any amounts owing to the Corporation by the owner as a result of these terms and conditions shall be added to the owner's common expenses and shall be collectible against the owner, together with all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collections of the amount, in the same manner as common expenses, including by way of Condominium lien in accordance with the *Condominium Act*.
8. In addition to any other rights and remedies available to the Corporation hereunder or otherwise, in the event that the owner contravenes any of the within terms and conditions, the Corporation shall be entitled, upon ten days written notice to the owner, to remove the modification and to restore the common elements to their previous condition. All costs and expenses associated with such removal and restoration shall be the responsibility of the owner and shall be payable by the owner to the Corporation, and collectible in accordance with Article IV(7) hereof.
9. The modification shall be carried out at the sole risk and expense of the owner.

10. Any notice required hereunder may be delivered as set out in the by-laws of the corporation.
11. All of these terms and conditions shall be binding upon the successors, assigns and transferees of the owner.
12. Except where otherwise indicated, all of these terms and conditions shall similarly apply to any modification(s) carried out prior to the enactment of this bylaw.

NOTES:

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

**ARTICLE V.
ACKNOWLEDGEMENT**

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

**ARTICLE VI.
PREVIOUS BY-LAWS OR RULES**

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

**ARTICLE VII.
MISCELLANEOUS**

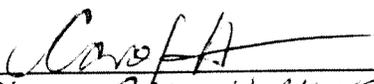
1. Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by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

4. Alterations: This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.
5. Preparation: This document was prepared in the year 2013 by Nelligan O'Brien Payne LLP in conjunction with the corporation.

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

DATED this 18th day of June, 2013.

CARLETON CONDOMINIUM CORPORATION NO. 37



Print Name: CAROL HOPKINS
Print Title: PRESIDENT

I have authority to bind the Corporation.

SCHEDULE "1"

Acknowledgement Respecting Modification to Common Elements

TO:

CARLETON CONDOMINIUM CORPORATION NO. 37

("the Corporation")

FROM:

_____ (please print name(s))

("the Owner")

WHEREAS:

1. The Owner is the registered owner of Unit _____, Level ____, Carleton Condominium Plan No. 37.
2. Please choose one of the following [delete all that do not apply]:
 - (a) The Owner is not a spouse.
 - (b) The Owners are spouses of one another.
 - (c) The Owner is a spouse. The person consenting below is the Owner's spouse.
3. The Owner wishes to carry out or enjoy the following modification to the common elements:

("the Modification")

4. The Modification is item number __ in Article III of By-Law No. 4 of the Corporation.
5. (If appropriate, add:) Additional detail respecting the modification is contained in the drawings and/or specifications attached as Appendix "1".

NOW THEREFORE:

The Owner acknowledges that the Owner is bound by all of the terms and conditions listed in Article IV of the Corporation's By-Law No. 4 and that the said terms and conditions constitute an agreement between the Corporation and the Owner as stated in that By-law. The Owner also agrees to comply with all other By-Laws and Rules of the Corporation that apply to the Modification.

DATE: _____

CARLETON CONDOMINIUM CORPORATION NO. 37

Per: _____

Name:
Title:

Per: _____

Name:
Title:

I/We have authority to bind the Corporation

Witness

Owner
Print Name:

Witness

Owner
Print Name:

Witness

Spouse (where required)
Print Name:

Appendix A

CARLETON CONDOMINIUM CORPORATION NO. 37
BY-LAW NO. 5

BE IT ENACTED as By-Law of Carleton Condominium Corporation No. 37 as follows:

Article XV, Schedule 'B' of the Declaration (Monumentation) be and is hereby amended to Delete Schedule 'D' & replace with the following Schedule 'D-1'

Schedule 'D-1'

MONUMENTATION

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

HORIZONTAL BOUNDARIES OF UNITS ARE:

- (a) The lower boundary of the unit is the upper surface of the poured concrete basement floor;
- (b) The upper boundary of the unit is the upper surface of the drywall ceiling on the second floor;
- (c) In certain units where the top floor protrudes, the lower boundary of the unit is the lower unfinished line and face of the 2" x 10" floor joists;
- (d) In certain units in the vicinity of the recessed entry way, the lower boundary of the unit is the upper unfinished line and face of the 2" x 10" floor joists (above entry way).

VERTICAL BOUNDARIES ARE:

- (a) The vertical boundary of a unit is the interior face of the poured concrete wall in the basement and the inside line and face of the 2" x 4" studs and the interior face of the concrete block wall on the first and second floor;
- (b) Save and except the maintenance of exterior surfaces, windows and exterior doors are considered part of the unit;
- (c) In the vicinity of fireplaces in certain units the boundaries are parallel with the actual fireplace wall as constructed and distant 5" therefrom measured into the wall. In the vicinity of the flue the boundary is the unit side of the block.

The foregoing By-Law No. 5 is hereby passed by the members of the Corporation pursuant to the Condominium Act of Ontario as amended 2000 as evidenced by the respective signatures hereto of all the Directors

DATED this _____ day of _____ 2006.

D. Lyntunes
Peter Wilson
Kathy Jackson Song

22 *May*
George Fletcher
D. Lyntunes

I, David Porter, Secretary/Treasurer of Carleton Condominium Corporation No. 37 hereby certify that By-Law No. 5 attached hereto was made in accordance with the Condominium Act, being Chapter 84 of the Revised Statutes of Ontario, 1988, and any amendments thereto, the Declaration and the BY-Laws of the Corporation, and that said By-Law No. 5 has not been amended and is in full force and effect.

DATED this *9th* day of *May* 2006

By *David Porter*
Secretary