

CARLETON CONDOMINIUM CORPORATION NO. 486

BY-LAW NO. 5

BE IT ENACTED as By-Law No. 5 (being a By-Law respecting Insurance Deductibles) of Carleton Condominium Corporation No. 486 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I DEFINITIONS

All words used herein which are defined in the *Condominium Act, 1998* .S.O. 1998, Chapter C-19, (the "Act") or the Declaration of the Corporation shall have ascribed to them the meanings set out in the Act or the Declaration respectively.

ARTICLE II INSURANCE DEDUCTIBLES

1. Property insurance for the units and common elements (as originally constructed) is obtained and maintained by the Corporation, but may be subject to a loss deductible clause.
2. There is no insurance available by the Corporation for any loss, or portion of a loss, falling within such deductible.
3. If any claim should be made by the Corporation on any of its insurance policies as a result of damage to any unit (the "Damaged Unit") howsoever caused, any unit owner who directly or indirectly or by his family, guests, agents, tenants or invitees directly or indirectly or by any uninvited third party who may have lawfully or unlawfully gained entry into the owner's unit directly or indirectly caused such damage to the Damaged Unit shall reimburse the Corporation for the deductible amount of the Corporation's insurance policy (the "Deductible").
4. If any claim should be made by the Corporation on any of its insurance policies as a result of damage to the Common Elements, howsoever caused, any unit owner who directly or indirectly or by his family, guests, agents, tenants or invitees directly or indirectly or by any uninvited third party who may have lawfully or unlawfully gained entry into the owner's unit directly or indirectly caused such damage to the Common Elements, shall reimburse the Corporation for the deductible amount of the applicable insurance policy of the Corporation (the "Deductible").
5. The Corporation may collect the Deductible from any unit owner set out in the preceding paragraphs 3 and 4 herein as additional common expenses in accordance with the Act and the provisions of the Corporation's Declaration and By-Laws.

6. Nothing in this By-Law shall prevent the Corporation or any unit owner from making a claim against any other unit owner or other person in accordance with the Act, the Corporation's Declaration or By-Laws or any applicable law as a result of damage to a unit or the Common Elements.
7. Notwithstanding paragraphs 3, 4 or 5, herein, if any claim should be made by the Corporation on any of its insurance policies for damage to a Damaged Unit or the Common Elements of the Corporation caused by the negligence or omission of the Corporation or its directors, officers, agents or employees, the Deductible shall be paid by the Corporation and not by the owner of any unit so damaged.
8. The Corporation shall have the right to raise the deductible of its insurance policy(ies) from time to time and any unit owner may enquire as to the level of the deductible at any time by a written request to the Property Manager or the Board of Directors.
9. Each unit owner shall maintain condominium liability and deductible insurance coverage upon his unit and the Deductible at all times and shall provide, upon written request, to the Board of Directors written proof satisfactory to the Board of Directors, of such coverage.

ARTICLE III MISCELLANEOUS

1. 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. No restrictions, conditions, obligations or provisions 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. The use of the masculine gender in this By-Law shall be deemed to include the feminine and the use of the singular shall be deemed to include plural where the context so requires and vice-versa.
4. The headings in the body of this Bylaw form no part thereof but shall be deemed to be inserted for convenience of reference only.

The foregoing By-Law No. 5 is hereby passed by the Directors and confirmed by the unit owners pursuant to the *Condominium Act, 1998*.

DATED this day of , 2007.

CARLETON CONDOMINIUM CORPORATION NO. 486

Per: _____
SECRETARY
I have authority to bind the Corporation

CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

CARLETON CONDOMINIUM CORPORATION NO. 486 (known as the "Corporation")
certifies that:

10. The copy of By-Law Number 5 attached as Schedule A, is a true copy of the By-Law;
11. The By-Law was made in accordance with the *Condominium Act, 1998*;
12. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-Law;

DATED this Day of 2007.

CARLETON CONDOMINIUM CORPORATION NO. 486

Per: _____

Name:

Position: Secretary

I have authority to bind the Corporation