

WESTPARK

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CARLETON CONDOMINIUM CORPORATION NO. 486

DECLARATION

SOLOWAY, WRIGHT
BARRISTERS AND SOLICITORS
99 METCALFE STREET OTTAWA, ONTARIO
K1P 6L7

February, 27, 1990

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DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT, R.S.O 1980, C. 84

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to, the provisions of the Condominium Act, R.S.O. 1980, Chapter 84, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act") by:

MINTO DEVELOPMENTS INC.,
a private company incorporated under the laws of the Province of
Ontario if hereinafter referred to as the "Declarant").

WHEREAS by Articles of Amendment dated May 8, 1989 and registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Instrument Number 613682. Minto Construction Limited changed its name to Minto Developments Inc.

AND WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Nepean in the Regional Municipality of Ottawa-Carleton and being more particularly described in Schedule "A" and in the description submitted herewith by the Declarant for registration in accordance with section 3 of the Act (the "Property");

AND WHEREAS the Declarant has constructed on the Property, a development containing One hundred and ninety-nine (199) dwelling units and Two hundred and nine (209) parking units which the Declarant intends to be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

1. INTRODUCTORY

1.1 Interpretation. Unless the context otherwise requires the terms used herein shall have ascribed to them the meaning contained in the Act. The following terms shall have the following meanings:

- (a) "Board" shall mean the board of directors of the condominium corporation;
- (b) "Corporation" shall mean the condominium Corporation created upon the registration of the Declaration and of the description under the Act;
- (c) "Unit" means a part or parts of the land or buildings included in the description and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land or the building within this space in accordance with this Declaration and the description.

1.2 Statement of Intention. The Declarant intends that the lands and interests appurtenant to the lands described in Schedule "A" be governed by the Act, and any amendments thereto.

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

1.4 Boundaries of Units and Monuments. The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the units in Schedule "C" attached hereto.

1.5 Common Interests. Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners in the proportions set forth opposite each unit number in Schedule "B" attached hereto. The total of the proportions of ownership of the common elements shall be one hundred percent (100%).

1.6 Common Expenses. The owners shall contribute to the common expenses in accordance with the percentages set forth in Schedule "B" attached hereto. The total of the proportions of the contributions to common expenses shall be one hundred percent (100%).

1.7 Address for Service. The Corporation's address for service and mailing address shall be:

100 Grant Carman Drive
Nepean, Ontario
K2E 7Z8

or such other address as the Corporation may by by-law determine.

2. COMMON EXPENSES

2.1 Common Expenses. The common expenses shall be the expenses of the performance of the objects and duties of the Corporation and such other expenses as are listed in Schedule "E" attached hereto. Notwithstanding the said Schedule "E", to the end that the Corporation not incur large unfunded financial obligations or a large indebtedness without the specific consent of the owners, common expenses exclude monies required to be raised:

- (a) to pay for any undertaking which costs more than \$10,000.00 and is not required by law; or
- (b) to repay or pay the costs of any borrowing of money which is in excess of \$5,000.00 or raises the outstanding indebtedness of the Corporation to more than \$10,000.00,

unless the undertaking and its cost or the borrowing and its cost, respectively as the case may be, have received approval by a majority of the owners at a meeting duly called for obtaining such approval.

2.2 Payment of Common Expenses. Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, as may be provided for by the by-laws of the Corporation, and the assessment and collection of contributions toward the common expenses may be regulated by the Board pursuant to the by-laws of the Corporation.

3. COMMON ELEMENTS

3.1 Use of Common Elements.

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

(b) Notwithstanding any by-law or rule of the Corporation to the contrary, the Declarant shall be entitled to erect and maintain signs, displays and sales areas for marketing and sales purposes upon the common elements, and within or outside any unsold units, pursuant to the Declarant's ongoing marketing programme, at such location and having such dimensions as the Declarant may determine in its sole discretion until such time as all of the units are sold and conveyed. Other than for these purposes no signs may be erected on the common elements.

3.2 Exclusive Use of Parts of Common Elements. Subject to compliance with the Act, the Declaration, the by-laws and rules passed pursuant to the Act, the owners of dwelling units whose unit provides sole access to any balcony as shown on Part 1 of the Description of the common elements shall have exclusive use thereof.

3.3 Restrictive Access. Without the consent in writing of the Board, no owner shall have any right of access to those parts of the common elements used from time to time as a dwelling for a building superintendent, utility areas, building maintenance storage areas, operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the property. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten percent (10%) of the units who shall have a right of access for inspection upon forty-eight hours (48) notice to the Corporation.

3.4 Visitors' Parking No owner of a unit nor his tenant or licensee nor members of the household of a dwelling unit owner shall park upon any portion of the common elements designated as "Visitors' Parking". However, until such time as all of the units are sold and conveyed by the Declarant, the Declarant, its sales personnel, invitees and prospective purchasers may park motor vehicles upon the visitors' parking areas.

3.5 Leasing of Parking Spaces.

(a) The Corporation may lease all parking spaces on common elements not designated as "Visitors Parking" to owners and occupants of dwelling units on such terms and conditions as the Board determines from time to time.

(b) One parking space in the garage shall be designated for the use of the superintendent.

3.6 Storage Lockers. It shall be the duty of the Board from time to time to allocate to each dwelling unit the right to utilize a locker. The Board shall have the right to reallocate such locker from time to time.

3.7 Use and Occupation of Lockers.

(a) Each locker shall be occupied and used only for the storage of personal and household effects and non-motorized recreational equipment which shall not constitute a nuisance or danger to the other occupants of the property, the units and the common elements. (b) The Board may, from time to time, restrict the type of chattels that may be stored or used in lockers and may make and pass such rules and regulations regarding their use and occupation.

3.8 Additions. Alterations and Improvements.

(a) For the purposes of subsection (1) of section 38 of the Act, the Board shall decide whether any addition, alterations or improvement to, or renovation of, the common elements, or any change in the assets of the Corporation is substantial.

(b) No addition, work, repair, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever (the "Work") shall be performed, done, erected, constructed or planted within or in relation to the common elements (including any part thereof over which an owner has the exclusive use) except by the Corporation or with its prior written consent or as permitted by the by-laws and the rules and regulations of the Corporation.

(c) The Corporation shall have access at all reasonable times to any part of the common elements over which any owner has the exclusive use in order to do the Work.

3.9 Substantial Change to Property .

(a) The Corporation may by vote of owners, who own eighty percent (80%) of the units, make any substantial additions, alterations or improvements to, or renovation of the common elements, or make any substantial change in the assets of the Corporation in accordance with the applicable provincial and municipal legislation and other governing by-laws, rules and regulations.

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

4. UNITS

4.1 Use and Occupation of Dwelling Units.

(a) The dwelling units shall be occupied and used for residential purposes as defined by and in conformity with the zoning by-law of The Corporation of the City of Nepean and for no other purpose.

(b) The provisions of subparagraph (a) shall not prevent the Declarant from completing the buildings and all improvements to the property, nor prevent the Declarant, or any mortgagee of ten percent (10%) or more of the units or insurer of such mortgage, from taking all reasonable steps to sell its units, including erection and maintenance of signs, maintenance of a sales or construction office, models- for display and sales purposes until all of the dwelling units have been sold and conveyed by the Declarant. other than for these purposes no signs may be erected in the dwelling units.

4.2 Use and Occupation of Parking Units.

(a) Each parking unit shall be used only for the parking of one (1) operable passenger motor vehicle. The term "passenger motor vehicle" shall be defined from time to time in the rules and regulations attached as Schedule "A" to BY-Law No. 1 of the Corporation.

(b) The Board may, from time to time, make and pass such rules and regulations regarding the use and occupation of parking units.

(c) No owner of a parking unit shall sell, transfer, gift or otherwise dispose of same, except to the Corporation or to an owner of a dwelling unit. No parking unit may be leased or licensed except to an owner, the Corporation or a tenant -or licensee of a dwelling unit. The term of any lease or licence of a parking unit to a tenant or licensee of a dwelling unit shall not extend beyond the term of the tenancy or licence of such dwelling unit. Notwithstanding the foregoing, even if the Declarant no longer owns any dwelling units it shall have the right to exchange any parking unit or units owned by it for a parking unit or units owned by any other owner or owners.

4.3 Leasing of Units.

(a) No owner of a dwelling unit shall lease his dwelling unit unless he causes the tenant to deliver to the Corporation an agreement signed by the tenant, to comply with the Act, the Declaration, the by-laws, and all rules and regulations of the Corporation. The form of such agreement shall be specified by

by-law.

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

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

4.4 General Use of Units.

(a) No unit shall be occupied or used by any one in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in this Declaration. Should the occupation or use of a unit result in an increase of premium payable by the Corporation for any policy or policies of insurance, then the owner of such unit shall be liable to the Corporation for the increased premium payable which shall be charged back to the owner as additional contributions towards common expenses and shall be-recoverable as such.

(b) No owner, other than the Declarant, shall make any substantial change or alteration to the dwelling unit, including any alteration of load bearing walls or walls containing service conduits which service other units, without the prior written consent of the Board. The Board shall decide whether any change or alteration is substantial.

4.5 Rights of Entry .

(a) Subject to subparagraph (c) of this paragraph 4.5, the Corporation, or any insurer of the property, their respective agents, or any other person authorized by the Board, shall be entitled to enter any unit at all reasonable times upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the Corporation.

(b) In case of an emergency, an agent of the Corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, common elements or part of the common elements or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or any one authorized by it may determine whether an emergency exists.

(c) If an owner is not personally present to grant entry to his unit, the Corporation, or its agents, may enter upon such unit, provided that they firstly take reasonable steps to obtain permission from the owner or occupant of such unit and provided that they exercise courtesy and reasonable care in conducting the activity which requires their entry into such unit.

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

5. MAINTENANCE AND REPAIR

5.1 Repairs and Maintenance by Owner. Each owner shall maintain his dwelling unit and, subject to the provisions of this Declaration and section 42 of the Act, each owner shall repair his dwelling unit after damage, all at his own expense. In addition each owner shall:

(a) at all times maintain heat in his dwelling unit above the freezing temperature of water. In the event the owner defaults in payment of any charges for hydro electricity, the Corporation may pay same to prevent any discontinuance of service to the dwelling unit and such costs shall be charged back to the owner, shall be deemed to be additional contributions to the common expenses and shall be recoverable as such;

(b) maintain the interior surface of doors which provide access to and from the dwelling unit and maintain the interior surface of windows and the screens relating thereto, where such windows and screens are capable of and designed 1"or removal from the interior of the dwelling unit;

(c) maintain and repair the hot and cold water service piping in the common elements from the domestic water shut off valve (including the valve) to the dwelling unit boundary;

(d) maintain and repair such part or parts of the heating, air-conditioning and ventilating equipment which is for the sole benefit of his dwelling unit including the shutoff valves;

Each owner shall be responsible for all damages to any and all other dwelling units and to the common elements, which are caused by the owner's negligence or the failure of the owner to maintain and repair his dwelling unit, save and except for any such damage to the common elements and other dwelling units for which the cost of repairing same may be covered under any policy or policies of insurance held by the Corporation.

5.2 Repairs by Corporation.

The Corporation shall make any repair that an owner is obligated to make and that he does not make within a reasonable time; and in such an event, an owner shall be deemed to have consented to having repairs done to his unit by the Corporation; and an owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate per annum which is the prime rate of the Bank of Canada at the time the work is completed plus five percent (5%). The Corporation may collect all such sums of money in such instalments as the Board may decide upon after receipt of a notice from the Corporation, such instalments shall be added to the monthly contributions towards the common expenses of such owner. All such instalments are deemed to be additional contributions towards the common expenses and recoverable from the owner as such.

5.3 Repairs and Maintenance of Parking Units and Common Elements by the Corporation.

The Corporation shall repair and maintain the parking units and the common elements at its own expense except for those parts of the common elements which are required to be maintained and repaired by the owners pursuant to clause 5.1 of Article 5 hereof. In the event repairs are required to the water-proofing membrane and traffic topping in the parking units as a result of spills or leakages the cost of the said repairs shall be charged back to the owner of the parking unit(s), shall be deemed to be additional contributions to the common expenses and recoverable from the owner as such.

6. DAMAGE

6.1 Procedure Where Damage Occurs.

(a) Where damage to the building occurs, the Board shall determine within thirty days of the occurrence, whether there has been substantial damage to 25% of the building.

(b) Where the Board has determined that there has been substantial damage to 25% of the building, a meeting of the owners shall be called for the purpose of voting for termination. Unless the owners vote for termination, the Corporation shall repair the building within a reasonable time.

6.2 Plans and Specifications. A complete set of all the plans and specifications given to the Board by the Declarant, together with plans and specifications for any additions, alterations, or improvements from time to time made to the common elements, or to any unit with the prior consent in writing of the Board, shall be maintained in the office of the Corporation at all times, for the use of the Corporation in rebuilding or repairing any damage to the building, and for the use of any owner.

7. INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

7.1 Insurance Trustee. The Corporation shall enter into an agreement with an insurance trustee which shall be a trust company registered under the Loan and Trust Corporations Act, or shall be a chartered bank, which agreement shall, without limiting the generality, provide the following:

- (a) the receipt by the insurance trustee of any proceeds of insurance payable to the Corporation in excess of \$10,000.00, or such other amount as the Board shall determine from time to time;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this Declaration;
- (c) the disbursement of such proceeds in accordance with the provisions of an insurance trust agreement;
- (d) the notification by the insurance trustee to the mortgagee of any insurance monies received by it.

In the event that the Corporation is unable to enter into such agreement with such trust company, or such chartered bank, by reason of their refusal to act, the Corporation may enter into such agreement with such other corporation authorized to act as a trustee, as the owners may approve by by-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any insurance trustee and any fees and disbursements shall constitute a common expense.

7.2 Proceeds of Insurance. In the event that:

- (a) the Corporation is obligated to repair any unit under the provisions of this Declaration or, in accordance with the provisions of the Act, the insurance trustee shall hold all proceeds received by it for the Corporation and shall disburse same in accordance with the provisions of the insurance trust agreement, in order to satisfy the obligation of the Corporation, to make such repairs;
- (b) there is no obligation by the Corporation to repair any unit in accordance with the provisions of the Act and if there is termination in accordance with the Act, the insurance trustee shall hold all proceeds for the owners in the proportion of their respective interests in the Common elements and shall pay such proceeds to the owners in such proportions, upon registration of a notice of termination by the Corporation;
- (c) the Board, in accordance with the provisions of the Act, determines that:
 - (i) there has not been substantial damage to twenty-five percent (25%) of the building, or
 - (ii) there has been substantial damage to twenty-five percent (25%) of the building and within sixty (60) days thereafter the owners who own eighty percent (80%) of the units do not vote for termination,the insurance trustee shall hold all proceeds received by it for the Corporation and owners whose units have been damaged, as their respective interests may appear, in accordance with the provisions of the insurance trust agreement in order to satisfy their respective obligations to make repairs, pursuant to the provisions of this Declaration and the Act.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the insurance trustee to an owner, in accordance with the provisions of subparagraph (b) of this clause 7.2 of Article 7 hereof, shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy or policies of insurance and in satisfaction of the amount due under any liens registered by the Corporation against such unit, in accordance with the priorities thereof.

8. INSURANCE

8.1 By the Corporation. The Corporation shall obtain and maintain, to the extent obtainable from the insurance industry, the following insurance, in one or more policies:

- (a) insurance against damage by fire with extended coverage and such other perils as the Board may from time to time deem advisable, insuring:
 - (i) the property, including the dwelling units, the parking units and the common elements, and excluding improvements and betterments made or acquired by an owner;
 - (ii) personal property owned by the Corporation but not including furnishings, furniture, or other personal property supplied or installed by the owners;

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

Such policy or policies of insurance shall insure the interests of the Corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of this Declaration and the insurance trust agreement; and shall contain the following provisions:

- (iii) that loss shall be payable to the insurance trustee in the event the proceeds exceed \$10,000.00 and otherwise to the Corporation;
 - (iv) waivers of subrogation against the Corporation, its manager, agents, employees and servants and owners, and any member of the household, or guests of any owner or occupant of a unit, except for arson, fraud, vehicle impact, vandalism or malicious mischief;
 - (v) that such policy or policies of insurance shall not be canceled or substantially modified without at least sixty (60) days' prior written notice to the Corporation, to any other party whose interest appears thereon, and to the insurance trustee;
 - (vi) waivers of any defense based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured;
 - (vii) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner;
 - (viii) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the Corporation is terminated.
- (b) public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the Corporation and the owners from time to time, with limits to be determined by the Board, and without right of subrogation as against the Corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests or any owner or occupant of a unit;
 - (c) machinery, pressure vessels, equipment insurance and motor vehicles to the extent required as the Board may from time to time deem advisable.

8.2 By the Owner

It is acknowledged that the insurance set out in clause 8.1 of Article 8 hereof is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

- (a) insurance on any additions or betterments or improvements made or acquired by the owner with respect to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servants, and against the other owners and any members of their household, except for vehicle impact, arson, fraud, vandalism and malicious mischief;
- (b) public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

8.3 General Provisions.

- (a) Prior to obtaining any policy or policies of insurance under clause S. 1 of this Article 8, or any renewal or renewals thereof, or upon the request of a mortgagee or mortgagees holding mortgages on fifty percent (50%) or more of the units, or at such other time as the Board may deem advisable, the Corporation shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant to clause 8.1 of this Article 8 and the cost of such appraisal shall be a common expense.
- (b) The Corporation, its Board, and its officers, shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation. and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided, however, that the Board may, in writing, authorize an owner to adjust any loss to his unit.
- (c) The mortgagee in every mortgage registered against the security of any unit shall be deemed to have waived any contractual or statutory provision giving the mortgagee the right to have proceeds of any insurance policy or policies applied on account of the mortgage and thereby prevent application of the insurance proceeds in satisfaction of an obligation to repair pursuant to the provisions of this Declaration. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the Property is not repaired.
- (d) A certificate or memorandum of all insurance policies, and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the Declaration.
- (f) Any proceeds of insurance payable to an owner of a unit and any assets of the Corporation distributable to an owner of a unit shall be subject to the claim of any mortgagee holding a mortgage registered on title to such unit as of the day prior to such payment or distribution and the satisfaction of any amount due under any liens in favour of the Corporation against the unit.

9. INDEMNIFICATION

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

10. GENERAL MATTERS AND ADMINISTRATION

10.1 Units Subject to Declaration, By-laws, Rules and Regulations. All present and future owners, tenants and residents of units, their families, guests, invitees or licensees, shall be subject to and shall comply with the provisions of this Declaration, the by-laws, and any other rules and regulations of the Corporation.

The acceptance of a transfer/deed of land, or the entering into a lease or licence, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this Declaration, the by-laws, and any other rules and regulations, as they may be amended from time to time, are accepted by such owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such transfer/deed of land, lease, licence or occupancy agreement.

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

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

10.4 Notice. Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served, or to any officer of the party to be served; or may be given by ordinary mail, postage prepaid, addressed to the Corporation at its address for service herein, to each owner at his respective dwelling unit or at such other address as is given by the owner to the Corporation for the purpose of notice, and to each mortgagee who has notified his interest to the Corporation at such address as is given by each mortgagee to the Corporation for the purpose of notice; and, if mailed as aforesaid, the same shall be deemed to have been received and to be effective on the third business day following the day on which it was mailed. Any owner or mortgagee may change his address for service by notice given to the Corporation in the manner aforesaid.

10.5 Construction of Declaration. This Declaration shall be read with all changes of number and gender required by the context.

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

DATED AT OTTAWA in the Regional Municipality of Ottawa-Carleton and Province of Ontario, this 14 day of February, 1990.

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

MINTO DEVELOPMENTS INC.

Per:

ROBERT GREENBERG, Vice-President

Per:

NADEEN KHAN, Vice-President Finance Developments

=====

SCHEDULE A

ALL AND SINGULAR those lands and premises situate lying and being in the City of Nepean, in the Regional Municipality of Ottawa-Carleton, and being composed of part of Lot 31, Concession "A", Rideau Front, and part of Block "A", Plan 530290, designated as Parts 1, 2 and 3 on Reference Plan 4R-6800.

SUBJECT TO AN EASEMENT as set out in Instrument No. 622678 in favour of The Corporation of the City of Nepean over part of the said Lot 31 and part of the said Block "A", designated as Parts 2 and 3 on Plan 4R-6800.

SUBJECT TO AN EASEMENT as set out in Instrument No. 626223 in favour of The Regional Municipality of Ottawa-Carleton over part of the said Lot 31 and part of the said Block "A", designated as Parts 2 and 3 on Plan 4R-6800.

SCHEDULE "B"

Proportion of Common Interest appurtenant each Unit and Percentage in which Owner of Unit is to Contribute to the Common Expenses

Level No.	Unit No.	Percentage	Level No.	Unit No.	Percentage
Level 1	1	.5675	1	2	.3902
1	3	.3902	1	4	.5157
1	5	.5157	1	6	.5171
1	7	.5157	1	8	.3909
1	9	.5486	1	10	.5486
1	11	.5157	1	12	.5157
Level 2	1	.5675	2	2	.3902
2	3	.3902	2	4	.3285
2	5	.5486	2	6	.5486
2	7	.5157	2	8	.5157
2	9	.4073	2	10	.5171
2	11	.5157	2	12	.4559
2	13	.5486	2	14	.5486
2	15	.5157	2	16	.5157
2	17	.4604	3	1	.5675
3	2	.3902	3	3	.3902
3	4	.3285	3	5	.5486
3	6	.5486	3	7	.5157
3	8	.5157	3	9	.4073
3	10	.5171	3	11	.5157
3	12	.4559	3	13	.5486
3	14	.5486	3	15	.5157
3	16	.5157	3	17	.4604
Level 4	1	.5675	4	2	.3902
4	3	.3902	4	4	.3285
4	5	.5486	4	6	.5486
4	7	.5157	4	8	.5157
4	9	.4073	4	10	.5171
4	11	.5157	4	12	.4559
4	13	.5486	4	14	.5486
4	15	.5157	4	16	.5157
4	17	.4604	5	1	.5675
5	2	.3902	5	3	.3902
5	4	.3285	5	5	.5486
5	6	.5486	5	7	.5157
5	8	.5157	5	9	.4073
5	10	.5171	5	11	.5157
5	12	.4559	5	13	.5486
5	14	.5486	5	15	.5157
5	16	.5157	5	17	.4604
Level 6	1	.5675	6	2	.3902
6	3	.3902	6	4	.3285
6	5	.5486	6	6	.5486
6	7	.5157	6	8	.5157
6	9	.4073	6	10	.5171
6	11	.5157	6	12	.4559
6	13	.5486	6	14	.5486
6	15	.5157	6	16	.5157
6	17	.4604	7	1	.5675
7	2	.3902	7	3	.3902
7	4	.3285	7	5	.5486
7	6	.5486	7	7	.5157
7	8	.5157	7	9	.4073
7	10	.5171	7	11	.5157
7	12	.4559	7	13	.5486
7	14	.5486	7	15	.5157
7	16	.5157	7	17	.4604
Level 8	1	.5675	8	2	.3902
8	3	.3902	8	4	.3285
8	5	.5486	8	6	.5486
8	7	.5157	8	8	.5157
8	9	.4073	8	10	.5171
8	11	.5157	8	12	.4559
8	13	.5486	8	14	.5486
8	15	.5157	8	16	.5157
8	17	.4604	9	1	.5675
9	2	.3902	9	3	.3902
9	4	.3285	9	5	.5486
9	6	.5486	9	7	.5157
9	8	.5157	9	9	.4073
9	10	.5171	9	11	.5157
9	12	.4559	9	13	.5486

9	14	.5486	9	15	.5157
9	16	.5157	9	17	.4604

SCHEDULE "B"

Proportion of Common Interest appurtenant each Unit and Percentage in which Owner of Unit is to Contribute to the Common Expenses

Level No.	Unit No.	Percentage	Level No.	Unit No.	Percentage
Level 10	1	.5675	10	2	.3902
10	3	.3902	10	4	.3285
10	5	.5486	10	6	.5486
10	7	.5157	10	8	.5157
10	9	.4073	10	10	.5171
10	11	.5157	10	12	.4559
10	13	.5486	10	14	.5486
10	15	.5157	10	16	.5157
10	17	.4604	11	1	.5675
11	2	.3902	11	3	.3902
11	4	.3285	11	5	.5486
11	6	.5486	11	7	.5157
11	8	.5157	11	9	.4073
11	10	.5171	11	11	.5157
11	12	.4559	11	13	.5486
11	14	.5486	11	15	.5157
11	16	.5157	11	17	.4604
Level 12	1	.5675	12	2	.3902
12	3	.3902	12	4	.3285
12	5	.5486	12	6	.5486
12	7	.5157	12	8	.5157
12	9	.4073	12	10	.5171
12	11	.5157	12	12	.4559
12	13	.5486	12	14	.5486
12	15	.5157	12	16	.5157
12	17	.4604			

SCHEDULE "B"

Proportion of Common Interest appurtenant each Unit and Percentage in which Owner of Unit is to Contribute to the Common Expenses

Level No.	Unit No.	Percentage	Level No.	Unit No.	Percentage	
Level	A	1	.0136	A	2	.0136
	A	3	.0136	A	4	.0136
	A	5	.0136	A	6	.0136
	A	7	.0136	A	8	.0136
	A	9	.0136	A	10	.0136
	A	11	.0136	A	12	.0136
	A	13	.0136	A	14	.0136
	A	15	.0136	A	16	.0136
	A	17	.0136	A	18	.0136
	A	19	.0136	A	20	.0136
	A	21	.0136	A	22	.0136
Level	A	23	.0136	A	24	.0136
	A	25	.0136	A	26	.0136
	A	27	.0136	A	28	.0136
	A	29	.0136	A	30	.0136
	A	31	.0136	A	32	.0136
	A	33	.0176	A	34	.0136
	A	35	.0136	A	36	.0176
	A	37	.0136	A	38	.0136
	A	39	.0136	A	40	.0136
	A	41	.0136	A	42	.0136
	A	43	.0136	A	44	.0136
Level	A	45	.0136	A	46	.0136
	A	47	.0136	A	48	.0136
	A	49	.0136	A	50	.0136
	A	51	.0136	A	52	.0136
	A	53	.0136	A	54	.0136
	A	55	.0136	A	56	.0136
	A	57	.0136	A	58	.0136
	A	59	.0136	A	60	.0136
	A	61	.0136	A	62	.0136
	A	63	.0136	A	64	.0136
	A	65	.0136	A	66	.0136
Level	A	67	.0136	A	68	.0136
	A	69	.0136	A	70	.0136
	A	71	.0136	A	72	.0136
	A	73	.0136	A	74	.0136
	A	75	.0136	A	76	.0136
	A	77	.0136	A	78	.0136
	A	79	.0136	A	80	.0136
	A	81	.0136	A	82	.0136
	A	83	.0136	A	84	.0136
	A	85	.0136	A	86	.0136
	A	87	.0136	A	88	.0136
Level	A	89	.0136	A	90	.0176
	A	91	.0136	A	92	.0136
	A	93	.0136	A	94	.0136
	A	95	.0136	A	96	.0136
	A	97	.0176	A	98	.0136
	A	99	.0136	B	1	.0136
	B	2	.0136	B	3	.0136
	B	4	.0136	B	5	.0136
	B	6	.0136	B	7	.0136
	B	8	.0136	B	9	.0136
	B	10	.0136	B	11	.0136
	B	12	.0136	B	13	.0136
	B	14	.0136	B	15	.0136
	B	16	.0136	B	17	.0136
	B	18	.0136	B	19	.0136
	B	20	.0136	B	21	.0136
Level	B	22	.0136	B	23	.0136
	B	24	.0136	B	25	.0136
	B	26	.0136	B	27	.0136
	B	28	.0136	B	29	.0136
	B	30	.0136	B	31	.0136
	B	32	.0136	B	33	.0136
	B	34	.0136	B	35	.0136
	B	36	.0136	B	37	.0136
	B	38	.0136	B	39	.0136
	B	40	.0136	B	41	.0136
	B	42	.0136	B	43	.0136

B 44 .0136 B 45 .0136
 B 46 .0136
 SCHEDULE "B"

Proportion of Common Interest appurtenant each Unit and Percentage in which Owner of Unit is to Contribute to the Common Expenses

Level No.	Unit No.	Percentage	Level No.	Unit No.	Percentage
B	47	.0136	B	48	.0136
B	49	.0136	B	50	.0136
B	51	.0136	B	52	.0136
B	53	.0136	B	54	.0136
B	55	.0136	B	56	.0136
B	57	.0136	B	58	.0136
B	59	.0136	B	60	.0176
B	61	.0136	B	62	.0136
B	63	.0176	B	64	.0136
B	65	.0136	B	66	.0136
B	67	.0136	B	68	.0136
B	69	.0136	B	70	.0136
B	71	.0136	B	72	.0136
B	73	.0136	B	74	.0136
B	75	.0136	B	76	.0136
B	77	.0136	B	78	.0136
B	79	.0136	B	80	.0136
B	81	.0136	B	82	.0136
B	83	.0136	B	84	.0136
B	85	.0136	B	86	.0136
B	87	.0136	B	88	.0136
B	89	.0136	B	90	.0136
B	91	.0136	B	92	.0136
B	93	.0136	B	94	.0136
B	95	.0136	B	96	.0136
B	97	.0136	B	98	.0176
B	99	.0136	B	100	.0136
B	101	.0136	B	102	.0136
B	103	.0136	B	104	.0136
B	105	.0136	B	106	.0136
B	107	.0176	B	108	.0136
B	109	.0136	B	110	.0176

 100%

MINTO DEVELOPMENTS INC.
 PER: _____
 Nadeem Khan, Vice-President
 Finance Developments
 PER: _____
 Robert Greenberg, Vice-President

SCHEDULE "C"
UNIT BOUNDARY MONUMENTATION

The boundaries of the units are controlled by the physical surfaces hereinafter referred to and shown on sheets 1 to 8 inclusive, Part 1 of the Description:

A. LEVELS A AND B (Parking Units)

1. VERTICAL BOUNDARIES

The units are limited horizontally by the following physical surfaces:

- (a) Unfinished unitside surface of the poured concrete wall or concrete block walls and the vertical projection across any opening in them;
- (b) Unfinished unitside surface of the poured concrete columns;
- (c) Vertical plane formed by line and face of poured concrete column or wall;
- (d) Vertical planes controlled by the dimensions shown on Part 1, Sheet 3 & 5 of the Description;
- (e) Vertical plane formed by the production of the centreline of the poured concrete column or wall;
- (f) The unfinished unitside surface of the poured concrete walls forming the perimeter of the sump pit in units 38 and 45, Level B.
- (g) Vertical plane controlled by centreline of columns or walls and measurements shown on the description plans sheet 3 and 5, Part 1 of the Description.

2. HORIZONTAL BOUNDARIES

The units are limited vertically by the following physical surfaces:

- (a) The unfinished upper surface of the poured concrete floor slab beneath all units on Level A.
- (b) In vicinity of Units 1, 64 and 97, Level B, the unfinished upper surface of the poured concrete wall as shown on Sheet 6, Part 1 of the Description;
- (c) The unfinished lower surface of the poured concrete ceiling slab above the unit on Levels A & B except in the case of Units 33 to 61, both Inclusive and Units 88 to 99, both Inclusive, Level A, the upper boundary shall be the unfinished lower surface of any drywall ceiling above these units;
- (d) The above boundary of (a) shall be produced across any floor openings for drainage purposes leading from the unit on Level A;
- (e) Horizontal plane parallel to and perpendicularly distant 2.50 metres below the unfinished lower surface of the poured concrete ceiling slab (applicable to all Units on Level B);
- (f) The upper surface of the metal grate above the sump pit in units 38 and 45, Level B.

3. EXCEPTIONS

- (a) Notwithstanding the foregoing, a unit shall not include:
 - (i) pipes, wires, cables, conduits, exhaust fans, fire hydrant cabinets or ducts which serve other units or the common elements;
 - (ii) public utility lines, including those lines used for power telephone, cablevision, gas water, sewer or drainage;
 - (iii) sump pit opening in units 38 and 45, Level B

B. LEVELS 1 TO 12 (Residential Units) 1.

VERTICAL BOUNDARIES

The units are limited horizontally by the following physical surfaces:

- (a) The unfinished unitside surface of the drywall enclosing the exterior walls, the load bearing walls and/or columns, the walls separating the units from the common elements, and the walls separating the unit from other units;
- (b) The unitside surface of the interior pane of window glass in the exterior walls of the unit;
- (c) The finished unitside surface of the window frames and door frames in the exterior walls of the unit;
- (d) The unfinished unitside surface of all doors, in the walls separating the unit from common elements in the closed position;

2. HORIZONTAL BOUNDARIES

The units are limited vertically by the following physical surfaces:

- (a) The unfinished upper surface of the poured concrete floor slab beneath the unit;
- (b) The unfinished lower surface of the poured concrete ceiling slab above the unit;

3. EXCEPTIONS

Notwithstanding the foregoing, a unit:

- (a) Shall not include enclosures for:
 - (i) pipes, wires, cables, conduits or ducts which serve other units or the common elements;
 - (ii) public utility lines, including those lines used for power, telephone, cablevision, gas water, sewer or drainage;
 - (iii) Structural walls all as shown on sheets 1 to 8 inclusive, on Part 1 of the Description.
- (b) Shall include:
 - (i) all fixtures, outlets and other facilities which are within the boundaries of the unit and which serve the unit only;
 - (ii) the equipment contained within the unit used for heating and cooling including the controls;
 - (iii) the rented hot water tank;
 - (iv) all Interior trim molding.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that the above unit boundary monumentation schedule corresponds to the unit boundaries reflected on Part 1 of the Description.

Dated at Ottawa this 2nd day of February, 1990

WEBSTER & SIMMONDS SURVEYING LTD.

Douglas A. Simmonds, Ontario Land Surveyor

SPECIFICATION OF COMMON EXPENSES

Common expenses, without limiting the definition ascribed thereto, shall include the following:

- (a) all sums of money levied against or charged to the Corporation on account of any and all public and private services and equipment including, without limiting the generality of the foregoing, levies or charges for:
 - landscaping
 - insurance premiums and all costs related to securing insurance coverage
 - water and equipment in relation thereto
 - waste disposal, garbage collection and site maintenance including materials, tools and supplies
 - snow removal
 - hydro and heating except where such utilities are separately metered for the dwelling units
 - building maintenance
- (b) the fees and disbursements of the management company;
- (c) remuneration payable by the Corporation to any employees or independent contractors deemed necessary for the property operation and maintenance of the property;
- (d) payment of any remuneration payable pursuant to any management contract which may be entered into between the Corporation and a manager;
- (e) the cost of furniture and equipment for use in and about the common elements including the repair, maintenance or replacement thereof; the cost of repairing and maintaining the common elements;
- (g) the cost of legal, accounting, auditing and engineering services or other professional advice and services required by the Corporation in the performance by the Corporation of its duties and powers;
- (h) the fees and disbursements of the insurance trustee; (i) the cost of maintaining fidelity bonds as provided in the by-laws;
- (j) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (k) any taxes assessed against the Corporation.

WESTPARK

CONDOMINIUM HOMES

... a very special private world

CARLETON CONDOMINIUM CORPORATION NO. 486

BY-LAWS

SOLOWAY, WRIGHT
BARRISTERS AND SOLICITORS
99 METCALFE STREET OTTAWA, ONTARIO
K1P 6L7

February, 27, 1990

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CERTIFICATE

Carleton Condominium Corporation No. 486 hereby certifies that the By-law Number I attached hereto was made in accordance with the Condominium Act, Chapter 64 of the Revised Statutes of Ontario, 1980 and any amendments thereto, the Declaration and the By-laws of the Corporation; and that the said By-law Number I has not been amended and is in full force and effect.

DATED AT the City of Ottawa in the Regional Municipality of Ottawa-Carleton this 19th day of February, 1990.

CARLETON CONDOMINIUM CORPORATION NO. 486

PER: _____
Secretary

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SCHEDULE "A" RULES AND REGULATIONS

BY-LAW NO. 1

Be it enacted as a by-law of Carleton Condominium Corporation No. 486 (hereinafter referred to as the "Corporation") as follows:

1. DEFINITIONS

1.1 Definitions. The terms used herein shall have ascribed to them the definitions contained in the Condominium Act, R.S.O. 1980 Chapter 84, hereinafter called "the Act", and the declaration made in pursuance thereof and registered the 16th day of February, 1990, (The "Declaration").

2. SEAL

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

3. REGISTER

3.1 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 residential unit and the address of each mortgagee shall be The address shown for him on his mortgage registered in the Land Register Office for the Registry Division of Ottawa-Carleton No. 4, unless The Corporation is given written notice of a different address by such owner or mortgagee.

4. MEETING OF MEMBERS

4.1 Annual Meeting . The annual meeting of the members shall be held at such place within The Regional Municipality of Ottawa-Carleton at such time and on such day in each year as the board of director (the "Board") may from time to time determine, for the purpose of hearing and receiving the reports and statement required by the Ac 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. The first annual general meeting shall be called within three (3) months of the date of registration of The Declaration. Subsequently, not more than fifteen (15) months shall elapse between the dates of two (2) successive annual genera meetings. At any such meeting, any owner or any mortgagee entitled to vote shall have an opportunity to raise any matter relevant to The affairs and business of the Corporation.

4.2 Special Meeting . The Board or any mortgagee holding mortgage on not less than fifteen percent (15%) of the units shall have the power at any time to call a special meeting of the members of the Corporation to be held at such time and at such place within the said municipality as may be determined by the Board. The Board shall also call such special meeting upon receipt of requisition in writing may by members of the Corporation who together own fifteen percent (15) of the units within thirty (30) days of the receipt of such requisition. If the Board does not within thirty (30) days from the date of such notice call such meeting, any of the owners or mortgagee who gave such notice may call such meeting which shall be held with sixty (60) days from the date of the receipt of the requisition. The requisition shall state the nature of the business to be presented the meeting and shall be signed by the requisitionists and deposit at the address of service of the Corporation.

4.3 Notices. Notice of the time and place of each annual, regular or special meeting shall be given not less than ten (10) days before the day on which the meeting is to be held, to the auditor of the Corporation and to each owner and mortgagee who is entered on the Register twelve (12) days before the date of the meeting. 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 mortgagee and has been authorized or empowered in his mortgage exercise the right of the mortgagor to vote. Notice of meetings hereinbefore required shall have appended to it an agenda of matters to be considered at such meeting. The Board shall, ten (10) days more before each annual meeting of members, send by prepaid mail deliver to each owner or mortgagee entitled to vote at his late address as shown on the Register a copy of the financial statement a the auditor's report.

4.4 Reports. A copy of the minutes of meeting of members and the Board shall, within ten (10) days of the date of such meeting, furnished to any mortgagee who has requested the same.

4.5 Persons Entitled To Be Present. The only persons entitled to attend a meeting of members shall be the owners and mortgagees enter 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 o the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairman of the meeting or with the consent of the meeting.

4.6 Quorum. At any meeting of members, a quorum shall be constituted when persons entitled to vote and owning not less than thirty-three and one-third percent (33-1/3%) of the dwelling units are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of members, a quorum is not present, the meeting shall be dissolve and shall stand adjourned to the same time on the corresponding day of the next week, at such place within the said municipality as the Board shall determine.

4.7 Right to Vote. At each meeting of members, every member shall be entitled to vote subject to the restrictions of Paragraph 4.13 herein set out who is entered on the Register as an owner or who ha 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 an the person who mortgaged such unit (or his proxy) has express authorized or empowered the mortgagee to vote and exercise the right of the member to vote in respect of such unit and such mortgagee ha at least two (2) days before the date specified in the notice for The meeting notified the member of the Corporation and the Corporation o his intention to exercise such right, such mortgagee shall be entitle to vote. Any dispute over the right to vote shall be resolved by the chairman of the meeting upon such evidence as he may deem sufficient. Each member or mortgagee shall be entitled to only one (1) vote per unit other than a parking unit on a vote by ballot or by a show of hands.

4.8 Method Of Voting . Except for the election of directors when voting is by ballot only, any question at a general or special meeting shall be decided by a show of hands unless a poll is demanded by a member present in person or by proxy and. unless a poll is so demanded, a declaration by the chairman that such question has by the show of hands been carried is prim facie proof of the fact without proof of the number or proportion of votes recorded in favour of or against such question , but a demand for a poll may be withdrawn.

4.9 Representatives. An executor, administrator, committee of mentally incompetent person, guardian or trustee (and, where corporation acts in such capacity, any person duly appointed by prox for such corporation) upon filing with the secretary of the meeting sufficient proof of his appointment, shall represent the owner o mortgagee at all meetings of the members of the Corporation and ma vote in the same manner and to the same extent as such member. I there be more than one executor, administrator, committee, guardian o trustee, the provisions of paragraph 4.11 of this Article shall apply

4.10 Proxies. Every member or mortgagee entitled to vote a 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 hi 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.

4.11 Co-owners. If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy ma in the absence of the other or others vote, but if more than one o them are present or represented by proxy, they shall have only one (I) vote.

4.12 Votes To Govern At all meetings of members every question shall, unless otherwise required by the Act or the Declaration or by laws be decided by a majority of the votes as set out in paragraph 4. of this section, duly cast on the question.

4.13 Entitled To Vote. Unless the requirement in connection with the specific matter upon which the vote is being taken stipulate that the resolution must be unanimous, no member is entitled to vote at an meeting if any contributions to the Corporation payable in respect o his unit are in arrears for more than thirty (30) days prior to The meeting.

5. THE CORPORATION

5.1 Duties Of The Corporation. The duties of the Corporation shall include, but shall not be limited to the following:

- (a) controlling, managing and administering the common element and the assets of the Corporation;
- (b) collecting the common element charges from the owners and the establishment of one or more reserve funds as required by The Act;
- (c) obtaining and maintaining insurance for the property as may be required by the Declaration or by-laws;
- (d) repairing, maintaining and restoring the common elements in accordance with the provisions of the Act, the Declaration an by-laws;
- (e) maintaining adequate records of the financial affairs of the Corporation;
- (f) preparing a budget annually and causing audits to be made after every year end and making auditors' statements available to the owners and mortgagees;
- (g) supplying heat and hydro to the parking units and the common elements;
- (h) effecting compliance by the owners with the Act, the Declaration. the by-laws and the rules; and generally performing its obligations under the Act.

5.2 Powers Of The Corporation. The powers of the Corporation shall include but shall not be limited to the following:

- (a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) adoption and amendment of rules and regulations concerning the operation and use of the common elements;
- (c) employing a manager at a compensation to be determined by the Board, to perform such duties and services as the Board shall authorize;
- (d) obtaining and maintaining fidelity bonds in such amounts the Board may deem reasonable for such officers, directors employees as are authorized to receive or disburse any fun on behalf of the Corporation;
- (e) investing reserves held by the Corporation, provided that such investments shall be those permitted by the Trustee Ac R.S.O. 1980, Chapter 512 and convertible in cash in no mo than ninety (90) days;
- (f) to settle, adjust, compromise or refer to arbitration a claim or claims which may be made upon or which may asserted on behalf of the Corporation;
- (g) to borrow such amounts as in its discretion are necessary desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the Declaration and by-laws of the Corporation and secure any such loan by mortgage, pledge or charge of a asset owned by the Corporation and to add the repayment such loan to common expenses, subject to approval of each such borrowing or loan by the residential unit owners at a meeting duly called for the purpose;
- (h) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation whether or not the same is authorized by any law, present future for the investment of trust funds;
- (i) to sell, convey, exchange, assign or otherwise deal with a real or personal property at any time owned by the Corporation at such price, on such terms. and in such manner as t Corporation in its sole discretion deems advisable and to all things and execute all documents required to give effect to the foregoing, subject to the requirements of the Act;
- (j) to lease any part or parts of the common elements as agent the owners, subject to the requirements of the Act.

6. BOARD OF DIRECTORS

6.1 Affairs Of The Corporation. The affairs of the, Corporation shall be managed by the Board.

6.2 QUORUM. Until changed by a by-law, the number of director shall be five (5) of whom three (3) shall constitute a quorum for The transaction of business at any meeting of the Board. Notwithstanding vacancies, the remaining directors may exercise all the powers of The Board so long as a quorum of the Board remains in office.

6.3 Qualifications. Each director shall be eighteen (18) or more years of age and need not be a member of the Corporation. No undischarged bankrupt or mentally incompetent person shall be director and, if a director becomes a bankrupt or a mental incompetent person, he thereupon ceases to be a director.

6.4 Consent. No election or appointment of a person as a director shall be effective unless:

- (a) he consents t writing to act as a director before hi' election or appointment or within ten (10) days thereafter. o
- (b) he was present at the meeting when he was elected or appointed and did not refuse at that meeting to act as a director.

6.5 Election And Term.

- (a) The directors of the Corporation elected at the first meeting of the members held to elect directors shall hold office until the next annual meeting of the members or the meeting o members set out in subparagraph (b) of the within Clause whichever event first occurs.
- (b) The Board elected at a time when the Declarant owns a majority of the units shall, not more than twenty-one (21) days after the Declarant ceases to be the registered owner of a majority of the units, call a meeting of the members of the Corporation to elect a new Board, and such meeting shall be held within twenty-one (21) days after the calling of the meeting. If The meeting referred to above is not called within the time provided for, any member of the Corporation or any mortgage or chargee entitled to vote may call the meeting.
- (c) At the meeting referred to in sub-paragraph (b) above, the directors of the Corporation shall be elected in rotation an shall be eligible for re-election. At the said meeting of the members held to elect directors, three (3) directors shall be elected to hold office for a term of one (1) year and two (2) directors shall be elected to hold office for a term of two (2) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the Board prior to the expiration of their respective terms and shall be replaced at-a meeting of members called for that purpose, the director or directors receiving the greater number of votes shall complete the longest remaining terms o the resigning directors. At each annual meeting thereafter. number of directors equal to the number of directors retiring in such year shall be elected for a term of two (2) years.

6.6 Removal of Directors And Filling of Vacancies.

(a) Any director may be removed before the expiration of his term by a vote of members who together own a majority of the unit and the members may elect, in accordance with the by-law dealing with the election of directors, any person qualified to be a member of the Board for the remainder of the term of the director removed.

(b) When there is not a quorum of directors in office, The director or directors then in office shall forthwith call meeting of members to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by a member (c) If a vacancy in the membership of the Board occurs other than by way of removal by the members or as a result of the number of directors being increased, subject to subparagraph (b) of this paragraph 6, the majority of the remaining members of The Board may appoint any person qualified to be a member of The Board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election by The members. (d) Where the number of directors is increased, the vacancies resulting from such increase shall only be filled by election at a meeting of the members duly called for that purpose.

6.7 Calling of Meetings. Meetings of the Board shall be held from time to time at such place and at such time and on such day as The president or any two (2) directors may determine, and the secretary shall call such meetings when directly authorized by the president or by any two (2) directors. A quorum of directors may at any time call a meeting of the directors for the transaction of any businesses The general nature of which is specified in the notice calling The meeting. 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 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.

6.8 Regular Meeting . 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.

6.9 First Meeting Of New Board. The Board may without notice hold its first meeting for the purpose of organization and the election and- appointment of officers immediately following the meeting of members at which the directors of such Board were elected, provided a quorum of directors be present.

6.10 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 by or on behalf of the Corporation with any director or any firm or Corporation 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 or of the fiduciary relationship thereby established provided that the provisions of sub-section 11 of this Section 6 are complied with.

6.11 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 two (2) or more directors.

6.12 Indemnity Of Directors And Officers. Every director or-, officer of the Corporation and his heirs, executors, administrators and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against

(a) any liability and all costs, charges and expenses that he sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him for or in respect of anything done or permitted by him in respect of The execution of the duties of his office; and
(b) all other costs, charges and expenses that he sustains or incurs in respect to the affairs of the Corporation;

provided that:

- (i) no director or officer of the Corporation shall be indemnified by the Corporation in respect of a liability, costs, charges or expenses that he sustain or incurs in or about any action, suit or other proceeding as a result of which he is adjudged to be in breach of any duty or responsibility imposed upon him under the Act or under any other statute unless, in an action brought against him in his capacity as director or officer, he has achieved complete or substantial success as a defendant;
- (ii) the Corporation is advised of any such action, suit or other proceeding, or cost, charge or expense, forthwith after the director or officer receives notice thereof and
- (iii) the Corporation is given the right to join in The defence of the action, suit or proceeding.

6.13. Insurance. The Corporation may purchase and maintain insurance for the benefit of a director or officer thereof except insurance against a liability, cost, charge or expense of the director or officer incurred as a result of a contravention of paragraph 6.1 herein.

7. OFFICERS

7.1 Elected Officers. At the first meeting of the Board after each election of directors, the Board shall elect from among its members a president. In default of such elections the then incumbent, if a member of the Board, shall hold office until a successor elected. A vacancy occurring from time to time in such office may be filled by the Board from among its members.

7.2 Appointed Officers. From time to time the Board shall appoint a secretary and treasurer and may appoint one or more vice-presidents, general manager and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may but need not be a member of the Board. One person may hold more than one office and if the same person hold both the office of secretary and the office of treasurer such office may be known as secretary-treasurer.

7.3 Term Of Office. In the absence of written agreement to The contrary the Board may remove at its pleasure any officer of the Corporation.

7.4 President. The president shall, when present, preside at all meetings of the members and of the Board and shall be charged with The general supervision of the business and affairs of the Corporation. Except when the Board has appointed a general manager or managing director, the president shall also have the powers and be charged with the duties of that office.

7.5 Vice-President. During the absence of the president The president's duties may be performed and such powers may be exercised by the vice-president, if one has been appointed, save that the vice-president shall not preside at a meeting of the Board or at a meeting of members, if such vice-president is not qualified to attend the meeting as a director or member, as the case may be. If a vice-president exercises any such duty or power, the absence of the president shall be presumed with reference thereto. A vice-president shall also perform such duties and exercise such powers as the Board may prescribe.

7.6 General Manager. The general manager, if one be appointed, shall have the general management and direction subject to the authority of the Board and the

supervision of the president, of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board and to settle the terms of their employment and remuneration. The general manager may be appointed to the Board upon such term of employment and compensation that the Board may approve.

7.7 Secretary The secretary shall give or cause to be given all notices required to be given to the members, directors, auditors, mortgagees and all others entitled thereto. The Secretary 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. The Secretary shall be the custodian of all books, papers, records, documents and of the instruments belonging to the Corporation and shall perform such other duties as may from time to time be prescribed by the Board.

7.8 Treasurer. The treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipt and disbursements of the Corporation and under the direction of The Board shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation. *The Treasurer shall render to the Board at the meeting thereof or whenever required an account of all transactions as treasurer and of The financial position of the Corporation; and shall perform such other duties as may from time to time be prescribed by the Board.

7.9 Other Officers. The duties of all other officers of The Corporation shall be such as the terms of their engagement call for or the Board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised or performed by such assistant unless the Board otherwise directs.

7.10 Agents And Attorneys. The Board shall have the power from time to time to appoint agents or attorneys for the Corporation such powers of management or otherwise (including the power to subdelegate) as may be thought fit.

7.11 Compensation. There shall be no compensation paid to an officer comprising the Board, whether elected or appointed.

8. BANKING ARRANGEMENTS AND CONTRACTS

8.1 Banking Arrangements. The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate, appoint or authorize from time to time by resolution and all such banking business or any part thereof shall be transacted on the Corporation's behalf by such one or more officers or other persons as the Board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including, without restricting 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, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such, banking to do any act or thing on the Corporation's behalf to facilitate such banking business.

8.2 Execution of Instruments. Transfers / Deeds of land assignments, contracts and obligations on behalf of the Corporation may be signed by the president or a vice-president together with the secretary or treasurer 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 transfer / deed of land, contract or obligation or any class of transfer / deed of land contract or obligations of the Corporation or shall be signed.

9. FINANCIAL

9.1 Financial Year. Until otherwise ordered by the Board, The financial year of the Corporation shall end on the 30th day of April in each year or on such other day as the Board by resolution may determine.

10. NOTICE

10.1. Method of Giving notice By The Corporation. Any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served; or may be given by ordinary mail, postage prepaid, addressed to the Corporation at its address for service, herein, to each owner at his respective dwelling unit or a such other address as is given by the owner to the Corporation for The purpose of notice, and to each mortgagee who has notified his interest to the Corporation at such address as is given by each mortgagee to the Corporation for the purpose of notice; and, if mailed as aforesaid, the same shall, be deemed to, have been received and to be effective on the third business day following the day on which it was mailed. Any owner or mortgagee may change his address for service by notice given to the Corporation in the manner aforesaid.

10.2 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.

11. ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 Duties Of The Board. All expense, charges and costs of maintenance or replacement of the common elements and any other expenses, charges or costs which the Board may incur or expend pursuant hereto shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall from time to time and at least annually prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion in which they are required to contribute to the common expense as set forth in the Declaration. In addition, the Board shall provide in the annual budget 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.

11.2 Owners' Obligation - Each owner shall be obliged to pay to the Corporation or as it may direct the amount of such assessment in equal monthly payments by post-dated cheques annually on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner.

11.3 Additional Contributions to Common Expense. Where an owner has been assessed for an additional contribution to the common expenses by reason of his failure to repair or maintain his unit pursuant to the provisions of the Declaration or the by-laws of the Corporation or for any reason as a result of which such owner is liable to pay an additional contribution to the common expenses, such contribution shall be payable forthwith and in default of such payment shall be recoverable by the Corporation in the same manner as unpaid assessment of common expenses.

11.4 Extraordinary Expenditure. 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 the 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.

11.5 Default In Payment Of Assessment.

(a) 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.

(b) Arrears of payments required to be made under the provisions of this section 11 shall bear interest at the rate of five per cent (5%) over the prime rate per annum established by the Bank of Canada and shall be compounded monthly until paid;

12. DEFAULT

12.1 Notice Of Unpaid Common Expenses. The Board whenever so requested in writing by an owner or mortgagee entered on the Register, shall promptly report any then unpaid common expenses due from, or any other default by, any owner, and any common expenses assessed or other money claims by the Corporation against an owner, which are thirty (30) days past due.

12.2 Notice Of Default. The Board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit, who is entered on the Register, and who has requested such notices.

13. RULES AND REGULATIONS

13.1 Rules And Regulations. The rules and regulations (the "Rules") attached hereto as Schedule- "A" shall be observed by the owners and occupants of the units. The Board may amend such rules or may make such further and other rules as required to promote the safety, security, or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of the units.

13.2 Effective Date. Subject to sub-section 13.3 hereof any rule made by the Board shall be effective thirty (30) days after notice thereof has been given to each owner unless the Board is in receipt of a requisition in writing requiring a meeting of the owners to consider the rules.

13.3 When Approval Required. If a meeting of owners is required, the rule over which the meeting has been held shall become effective only upon approval at such meeting of owners.

13.4 Amendments by Owners. The owners may at any time after a rule becomes effective amend or repeal a rule at a meeting of the owners duly called for that purpose.

14. MISCELLANEOUS

14.1 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.

14.2 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.

14.3 Waive . 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.

14.4 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.

Carleton Condominium Corporation No. 486 hereby enacts The foregoing by-law by the vote of its sole member who owns 100% of The common elements.

DATED at the City of Ottawa this 19th day of February, 1990

Carleton Condominium Corporation No. 486

PER _____
Vice-President
Name Victoria MacKinnon

PER _____
Secretary
Name Linda Hatt

SCHEDULE "A"

RULES AND REGULATIONS

(the "Rules")

1. GENERAL
2. SECURITY
3. SAFETY
4. COMMON ELEMENTS
5. DWELLING UNITS
6. MOTOR VEHICLES, PARKING AND PARKING UNITS
7. LEISURE AND FITNESS SPA
8. ELEVATORS AND MOVING
9. GARBAGE DISPOSAL

Schedule "A"

1. GENERAL

- (a) Use of the common elements and units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners and occupants, their families, guests, visitors, servants or agents.
- (c) No dog shall be allowed or kept in or about any unit or the common elements or any part thereof, including those parts of the common elements of which any owner has the exclusive use. No other animal or pet which, in the opinion of the Board, constitutes a nuisance, shall be allowed or kept in or about any unit or the common elements or any part thereof, including those parts of the common elements of which any owner has the exclusive use.
- (d) No owner or occupant shall create or permit the creation of or continuation of any noise or nuisance which, in the sole discretion of the Board, may or does disturb the comfort or quiet enjoyment of the property by other owners or occupants or their families, guests, visitors, servants and persons having business with them.
- (e) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the common elements over which the owner has exclusive use.
- (f) Any repairs to the units or common elements shall be made, only during reasonable hours.
- (g) Owners leasing their dwelling or parking units shall obtain from the tenant(s) the form attached as Schedule I and file an executed copy with the Board prior to the date the tenant(s) takes possession of the unit. Owners shall supply to the Board the names of all residents, tenants and licensees of all dwelling units and the names of all users of lockers and the license number of all motor vehicles that are parked in parking units or surface parking spaces.

2. SECURITY

- (a) No duplication of common element keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.
- (b) Under no circumstances shall building access or common element keys be made available to anyone other than the corporation, an owner or occupant. No visitor may use or have access to the common elements and facilities unless accompanied by an owner or occupant.
- (c) Building access doors shall not be left unlocked or wedged open for any reason.
- (d) No owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the superintendent.
- (e) Residents who will be absent from their dwelling units for more than three (3) days are to advise the superintendent of their period of absence and to give the name, address and telephone number of a contact person during their absence or the names of persons who will be occupying the dwelling unit in such resident's absence.

3. SAFETY

- (a) No stores of coal or any combustible materials or offensive goods shall be kept in the units or on the common elements including firecrackers or other fireworks.
- (b) Owners and occupants shall not overload existing electrical circuits.
- (c) Water shall not be left running unless in actual use.
- (d) No barbecues may be used in or on any exclusive use common element area and may only be used on such part of the common elements designated for such use by the Board.
- (e) Smoking is prohibited in all common areas except as may be designated as a smoking area by the Board.

Schedule "A"

4. COMMON ELEMENTS

- (a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property including grass, trees, shrubs, hedges, flowers and flower beds.
- (b) No building, structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements including exclusive use common elements.
- (c) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever except where authorized by the Board.
- (d) The sidewalks, entries, passageways, hallways, stairwells, walkways and driveways which are part of the common elements shall not be obstructed by any of the owners or occupants or used by them for any purpose other than for ingress and egress to and from the buildings, a unit or some other part of the common elements.
- (e) No goods and chattels may be left or stored on the common elements except as specifically authorized by the Declaration, by-laws and rules or the Board.

(f) No bicycle shall be placed, located, kept or maintained in the dwelling unit or on the common elements except in a designated bicycle room or area or in the lockers. Bicycles shall not be taken on elevators.

(g) Only seasonal furniture is allowed on balconies. All such items shall be safely secured.

5. DWELLING UNITS

(a) No owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to the unit without the prior consent of the Board.

(b) No window shall be covered except with curtains, drapery, vertical or horizontal blind, wooden shutters or similar window coverings.

(c) Save and except for bathrooms, foyers, kitchen, storage and laundry room areas, any floor areas not covered by carpets shall be covered by the owner at the owner's expense by a noise reduction system approved by the Board.

(d) Notwithstanding the owners' obligation to repair and maintain the heating, ventilating and air conditioning units (the "HVAC Units") serving the dwelling units as set out in the Declaration, the Corporation may make provision for (1) the oiling and vacuuming of the HVAC Units once in each calendar year and (2) the changing of the filters in the HVAC Units twice in each calendar year.

6. MOTOR VEHICLES, PARKING AND PARKING UNITS

(a) No parking unit or surface parking space shall be used for any purpose other than to park one operable passenger vehicle that is either a private passenger automobile, station wagon, compact van or jeep or motorcycle.

(b) No repairs, lubrication or oil change shall be made to any motor vehicle on any part of the common elements or on any parking unit.

(c) No car washing shall be permitted except in the area specifically designated for that purpose.

(d) No motor vehicle shall be driven on any part of common elements at a speed in excess of the posted speed. Except where otherwise posted, the fixed speed limit for motor vehicles or bicycles on the common elements shall be ten (10) kilometers per hour.

(e) No owner or occupant shall park a motor vehicle on any part of the common elements and without limiting the generality of the foregoing, a driveway, fire zone, delivery or garbage pick-up, areas designated by the Board as posing a security risk, or visitors' parking spaces or on any parking unit other than his own or other than one which he has leased.

Schedule "A"

7. LEISURE AND FITNESS SPA

(a) General

(i) The leisure and fitness spa comprises the exercise room, a multi-purpose room, indoor swimming pool, whirlpool, sauna, showers and changing rooms.

(ii) Residents shall wear proper attire while using the leisure and fitness spa and when going to and from it. Shoes must be worn in all areas except the swimming pool, whirlpool and sauna areas.

(iii) Use of the leisure and fitness spa is at the user's own risk.

(iv) The Board shall have the right, in its absolute discretion, to withdraw from any resident the right to use the leisure and fitness spa as a result of any breach or breaches of any rules in respect thereof or misuse of these facilities.

(v) No food or drink is permitted.

(b) Indoor Swimming Pool, Whirlpool and Sauna

(i) Children under thirteen (13) years of age must be accompanied by an adult at all times and must not be left unattended.

(ii) A cleansing shower must be taken before entering or re-entering the swimming pool and whirlpool.

(iii) No bath oil, shampoo, soap or other polluting substance is permitted.

(iv) Scuba tanks, floats, water toys, balls, etc. are not permitted.

(v) There shall be no boisterous play, running or pushing. Diving is not permitted.

(vi) Furniture shall not be taken to or from the swimming pool area.

(c) Party Room

(i) Reservations must be made with the Board and a Party Room Licensing Agreement in the form required by the Board shall be entered into between the Licensee and the Corporation (the "Licensor"). The Licensee must be an owner, a spouse of an owner or a tenant.

(ii) A security deposit shall be required in the amount determined by the Board. In addition, the Licensor shall pay the sum of \$50.00 to cover the cost of maintenance and cleaning of the party room.

(iii) The party room and adjacent common elements shall be inspected immediately prior to the use of the party room, and after the use has terminated. Any damage noted during the re-inspection shall be the responsibility of the Licensee.

(iv) The Licensee hereby authorizes the Licensor to deduct from the security deposit lodged with it the cost of any repairs. If the cost of such repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of the security deposit shall be assessed against the unit owned or occupied by the Licensee and may be recovered in the same manner as common expenses.

8. ELEVATORS AND MOVING

(a) Reservations for the use of the service elevator must be made with the superintendent.

(b) A security deposit shall be required in the amount determined by the Board. An elevator reservation agreement in a form authorized by the Board must be signed.

(c) The owner and the person reserving the service elevator hereby authorize the Corporation to deduct from the security deposit lodged with it the cost of any repairs. If the cost of repairs exceeds the amount of the security deposit the full cost of repairs less the amount of the security deposit shall be assessed against the unit owned or occupied by the person reserving the service elevator as a common element expense.

9. GARBAGE DISPOSAL

(a) Loose garbage is not to be deposited in the garbage chute. All garbage must first be properly bound, packaged or bagged to prevent mess, odours and disintegration.

(b) Newspapers, magazines, bottles, cartons and large objects shall not be thrown down the garbage chute, but shall be placed in the designated garbage room or area.

(c) No garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 7:00 a.m.

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CERTIFICATE

CARLETON CONDOMINIUM CORPORATION No. 486 hereby certifies that Special By-Law Number 2 attached hereto, was made in accordance with the Condominium Act, Chapter 84 of the Revised Statutes of Ontario, 1-980 and any amendments thereto, the Declaration and the By-Laws of the Corporation; and that the said Special By-Law Number 2 has not been amended and is in full force and effect.

DATED AT the City of Ottawa in the Regional Municipality of Ottawa-Carleton this 20 day of February, 1990

CARLETON CONDOMINIUM CORPORATION NO. 486

Per _____
Secretary Linda Hatt

**CARLETON CONDOMINIUM CORPORATION NO. 486
SPECIAL BY-LAW NO. 2**

Be it enacted as a special by-law of Carleton Corporation No. 486 (hereinafter referred to as the "Corporation") as follows:

That the Corporation enter into the following agreements:

- (a) A Management Agreement dated February 19, 1990, made between the Corporation and Minto Management Limited;
- (b) An Insurance Trust Agreement dated February 19, 1990, made between the Corporation and Central Guaranty Trust Company; and
- (c) Leases and any renewals thereof from time to time for parking spaces situated on and forming part of the common elements of the Corporation but excluding any portion of the common elements designated as "Visitors, Parking".

The foregoing special by-law is hereby enacted as Special By-law No. 2 of Carleton Condominium Corporation No. 486.

DATED AT the City of Ottawa this 19TH day of February, 1990.

CARLETON CONDOMINIUM CORPORATION NO. 486

Per: _____
Vice-President Victoria MacKinnon

Per: _____
Secretary Linda Hatt

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**CARLETON CONDOMINIUM CORPORATION NO. 486
BY-LAW NO. 3**

BE IT ENACTED as By-Law No. 3 (being a By-Law respecting Directors and Officers liability insurance) 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, R.S.O. 1990, c. C-26, or any successor ("the Act") shall have ascribed to them the meanings set out in the Act as amended from time to time

**ARTICLE 11
DIRECTORS AND OFFICERS LIABILITY INSURANCE**

The Corporation shall obtain and maintain Directors and Officers liability insurance, having coverage not less than the Corporation's general liability insurance, but otherwise on terms acceptable to the Board, subject to the following:

- (a) The Corporation's manager, if not insured under the policy as a Director or Officer, shall be a named insured in the policy;
- (b) The policy shall provide for coverage on a full claims-made basis, (covering any claims made during the term of the policy arising out of any "wrongful act" since the registration of the Corporation on February 16, 1990). The policy shall therefore provide insurance protection for the actions of all past and present Directors and Officers of the Corporation;
- (c) The policy shall provide coverage on identical terms to all past and present Directors and Officers of the Corporation and they all shall be insured under the policy. Without limiting the generality of the foregoing, the policy shall contain no exclusions which apply only to certain past or present Directors and Officers of the Corporation, and therefore not to all past or present Directors of the Corporation;
- (d) The Corporation shall be an insured under the policy, and the coverage shall extend to any claims under the policy for which the Corporation may be required to afford indemnity under the provisions of the Condominium Act and/or the Corporation's By-Laws;
- (e) The policy shall not exclude coverage for claims asserted by the Corporation;
- (f) A copy of this By-Law shall be provided to the Directors and Officers liability insurer and shall be attached to any application for Directors and Officers liability insurance.

**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) 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 restrictions, conditions, obligations or provisions contained in this 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.

DATED this 24, day of September, 1996.

CARLETON CONDOMINIUM CORPORATION NO. 486

Print : Kay Cousens
Print Title: Secretary

I have authority to bind the Corporation.

INSURANCE TRUST AGREEMENT

THIS AGREEMENT made the 11 day of April, 1994

BETWEEN:

WESTPARK, CARLETON CONDOMINIUM CORPORATION NO. 486 (a , a corporation created under the laws of the Province of Ontario pursuant to the Condominium Act, R.S.O. 1990, Chapter C.26 and amendments thereto (hereinafter referred to as the "Act"),

(hereinafter called the "Settlor")

OF THE FIRST PART;

- and-

THE CANADA TRUST COMPANY,
(hereinafter called the "Trustee")

OF THE SECOND PART.

WHEREAS the declaration creating the Settlor and registered pursuant to the Act ("Declaration") provides that the Board of Directors of the Settlor ("Board") on behalf of the Settlor shall enter into an agreement with an insurance trustee, which agreement shall, without limiting its generality, provide for the receipt by the insurance trustee of any proceeds of insurance payable to the Settlor, the holding by the insurance trustee of such proceeds in trust for the persons entitled thereto and the disbursement by the insurance trustee of such proceeds in accordance with the provisions of the insurance trust agreement;

AND WHEREAS the parties hereto are desirous of entering into this Agreement for the purposes set forth in the Declaration, on the terms and conditions herein;

AND WHEREAS all necessary resolutions have been passed by the Board and all other proceedings taken and conditions complied with to authorize the execution and delivery by the Settlor of this Agreement;

AND WHEREAS the Settlor has obtained certain policies of insurance set forth in Schedule "A" annexed hereto;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants hereinafter contained, the parties hereto hereinafter covenant and agree to and with each other as follows:

ARTICLE 1.00 - DEFINITIONS

1.1 Words and expressions used herein which are used or defined in the Act, or in the regulations made under the Act have the same meaning herein as they have therein unless otherwise defined herein or unless the context otherwise requires.

ARTICLE 2.00 - APPOINTMENT OF TRUSTEE

2.1 The Settlor hereby appoints the Trustee to act as insurance trustee pursuant to the provisions of the Declaration and By-laws of the Settlor, copies of which are submitted herewith to the Trustee.

ARTICLE 3.00 - ACCEPTANCE OF APPOINTMENT

3.1 The Trustee hereby accepts such appointment as insurance trustee and hereby agrees with the Settlor to carry out and perform its duties hereunder in a faithful, diligent and honest manner.

ARTICLE 4.00 - ACKNOWLEDGMENT BY TRUSTEE

4.1 The Trustee hereby acknowledges that it is familiar with the provisions of the Act and of the Declaration hereinbefore referred to and acknowledges having received a copy of the Declaration.

ARTICLE 5.00 - PAYMENT BY TRUSTEE

5.1 All insurance proceeds received by the Trustee shall be held by it in trust and paid in accordance with the following terms and conditions: In the event of

(a) damage to the buildings, if the Trustee receives a certificate duly executed by the President or Vice-President and the Secretary of the Settlor certifying:

- (i) that the Board has determined that less than twenty-five per cent (25 %) of the building have been substantially damaged: or
- (ii) that the Board has determined that twenty-five per cent (25 %) or more of the buildings have been substantially damaged, and that owners who own eighty per cent (80 %) of the units have not voted to terminate within sixty (60) days of such determination by the Board; or

(b) damage to the property or other assets of the Settlor, excluding the buildings and units, the Trustee shall disburse the proceeds of all insurance in its hands and arising out of such damage towards the cost of repairing such damage, from time to time, as the repairs of such damage progress, upon the written request of the Settlor accompanied by the following:

(i) a certificate signed by the President or Vice-President and the Secretary of the Settlor dated not more than thirty (30) days prior to such request and counter-signed by the architect or engineer, if any, employed by the Settlor in connection with such repairs, setting forth the following:

(A) that the sum then requested either has been paid by the Settlor or is justly due to contractors, architects or other persons who have rendered services or furnished materials for repairs therein specified, the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereto;

(B) that no part of such expenditures has been or is being made the basis of any previous or then pending request for the payment of insurance proceeds then held by the Trustee, or has theretofore been paid out of such insurance proceeds;

(C) that the sum then requested, when added to all sums previously paid by the Trustee, does not exceed the value of the services and materials described in such certificate;

(D) that except for the amount, if any, stated in such certificate to be due for services or materials, there is no outstanding indebtedness known to the Board, after due enquiry, which is then due for labour, wages, materials, supplies or services in connection with such repairs, which, if unpaid, might become the basis of a lien pursuant to the Construction Lien Act by reason of such repair to the buildings or any part thereof; and

(E) specifying the person(s) to whom the payment requested is to be made and the amount to be paid to each such person(s),

(ii) an opinion of the solicitor acting for the Settlor, or other evidence reasonably satisfactory to the Trustee to the effect that there has not been filed with respect to the buildings or the property, or any part thereof, any Construction Lien which has not been discharged except such as will be discharged by payment of the amount then requested. Any balance of proceeds of insurance remaining in the Trustee's hands after payment in full of the cost of the repairs as aforesaid, shall be paid over by the Trustee to the Settlor.

5.2 The Trustee shall not be under any duty to enquire as to the correctness of any amounts received by it on account of the proceeds of any insurance, nor shall the Trustee be under any obligation to enforce the payment of proceeds to it.

5.3 In the event of damage to the buildings, if the Trustee receives a certificate duly executed by the President or Vice-President and the Secretary of the Settlor, certifying that the Board has determined that twenty-five per cent (25%) or more of the buildings have been substantially damaged and that owners who own eighty per cent (80%) of the units have voted for termination within sixty (60) days of such determination, that there is termination in accordance with the provisions of the Act, or otherwise, and notice of such termination has been registered in the Office of Land Titles in which the condominium is registered, the Trustee shall disburse any insurance proceeds then in its hands or thereafter received by it in the following order of priority:

(a) to any mortgagee or mortgagees to whom such loss shall be payable in any such policy or policies of insurance or who have a mortgage or charge registered in the said Office of Land Titles with respect to the unit of an owner, in satisfaction of the amount due pursuant to any liens registered by the Settlor against any such units and in satisfaction of any other registered interests in the unit in order of their respective legal priorities;

(b) to the owners of the units in the proportion of their respective common interests as set out in the Declaration as registered in the said Office of Land Titles and the names of the unit owners as registered in the said Office of Land Titles shall be conclusive as to the names of the unit owners and their respective common interests. The Settlor shall cause a search to be conducted in the records of the said Office of Land Titles by a duly qualified solicitor retained by the Settlor, and the Trustee shall be entitled to rely, without further enquiry, upon the accuracy and completeness of the report of the said solicitor provided only that it is addressed to the Settlor, is dated within ten (10) days prior to the disbursement of funds, that it specifies the priority of the interests of the various parties in each unit and it specifies the names of the unit owners and their respective common interests.

5.4 In the event that the proceeds of insurance deposited with the Trustee are Ten thousand (\$10,000) Dollars or less, all such proceeds shall be paid to the Settlor forthwith, notwithstanding anything herein contained to the contrary, and the Settlor covenants to apply such proceeds in compliance with its obligations pursuant to the Act and the Declaration and to indemnify the Trustee in respect of all liabilities or obligations in respect of such proceeds.

5.5 Subject to the terms of this Agreement, in the event that the Trustee is in receipt of proceeds of insurance from or in respect of any liability policy to which this Agreement is applicable, the Trustee shall disburse such proceeds only upon receipt of and in accordance with the written directions of the Settlor executed on its behalf by its President or Vice-President and Secretary.

ARTICLE 6.00 - DEFICIENCY OF INSURANCE PROCEEDS

6.1 The Settlor shall be promptly notified of any proceeds of insurance deposited with the Trustee on behalf of the Settlor, and the Trustee shall be under no obligation to make any payments as specified in this Agreement except out of the proceeds of insurance held in trust for the Settlor.

6.2 If, upon the receipt of any certificate referred to in section 5- 1, the Trustee shall not have sufficient funds to pay the amount due and owing as set out therein, the Settlor shall be so notified by the Trustee, and the Settlor shall further notify the Trustee in writing as to which of the persons or companies set forth in the said certificate are to be paid by the Trustee and in which amounts.

ARTICLE 7.00 - NOTICE IN THE EVENT OF CANCELLATION OF INSURANCE

7.1 The Settlor and all mortgagees, having an interest in the units as shown on the Settlor's Unit Register with respect to any unit shall be promptly notified of any notice of cancellation received by the Trustee. The Trustee shall not have any liability to the Settlor or any other party in the event of its inadvertent failure to provide notice in accordance with the foregoing. The Trustee shall be entitled to rely in any event on the accuracy and completeness of the Settlor's Unit Register without independent inquiry.

7.2 The Trustee shall not be under any obligation to inquire whether any insurance policy remains in force, it being the express understanding of the parties that it shall be the sole responsibility of the Settlor to obtain all required insurance policies and to ensure that same remain in force at all times.

ARTICLE 8.00 - LIABILITY AND INDEMNIFICATION OF TRUSTEE

8.1 The Trustee shall have no duties, express or implied, except those which are expressly set forth in this Agreement and shall in no way be responsible or liable for any loss, cost or damages which may result from anything done or omitted to be done by such Trustee hereunder, except in the case of negligence or bad faith. The Trustee shall be protected in acting upon any certificate, statement, request, consent, agreement or other instrument whatsoever, not only as to its due execution and validity in its effectiveness or its provisions, but also as to the truth and accuracy of any information therein contained, which it shall, in good faith, believe to be genuine, and to have been signed and presented by the proper person or persons. The Trustee shall also be protected and indemnified in acting in good faith upon any advice or legal opinion it may seek from an independent solicitor with respect to its duties, obligations and rights hereunder. The Trustee shall also be indemnified for the reasonable legal fees and disbursements of such a solicitor. Further, the Trustee shall have no responsibility with respect to any cheques deposited with it hereunder except the usual responsibilities with respect to the application of any funds paid by it pursuant to the provisions of this Agreement.

8.2 The Settlor shall reimburse the Trustee for all expenses incurred by it in connection with its duties under this Agreement and shall indemnify it and save it harmless against any and all liabilities, costs and expenses including legal fees, for anything done or omitted to be done by it in the performance of this Agreement, except as a result of negligence or bad faith.

8.3 The Trustee may become mortgagee of any or all units together with such other interests as may be attached to the ownership of such units and may enforce the covenants in the mortgage relating thereto, notwithstanding that the enforcement may be in conflict with the Trustee's duties hereunder.

ARTICLE 9.00 - TERMINATION OF AGREEMENT

9.1 At any time hereafter, the Settlor shall have the sole and unrestricted right to terminate this Agreement by not less than sixty (60) days prior written notice to the Trustee, upon delivery to the Trustee of a duplicate original agreement between the Settlor and a trust company registered under the Loan and Trust Corporations Act or a chartered bank, or such corporation as the Settlor, in its discretion, may deem advisable in the event that the Settlor was unable to enter into such agreement with such trust company, or such chartered bank by reason of their refusal to act, pursuant to which such other trust company or chartered bank corporation shall assume such duties as trustee, in the place of the Trustee herein. Following such termination, upon payment to the Trustee herein of all fees and charges due to the Trustee hereunder, the Trustee herein shall turn over all sums deposited with it, remaining in its hands, to such new Trustee and

thereupon its obligations hereunder shall cease.

9.2 The Trustee may, at any time, resign from its duties hereunder by giving to the Settlor and to all mortgagees, having an interest in any of the units pursuant to a mortgage as shown on the Settlor's Unit Register not less than sixty (60) days' notice in writing thereof and its obligations hereunder, except for the payment of any sums remaining in its hands to a successor trustee, as hereinafter provided, shall cease. Following such resignation, the Settlor shall pay to the Trustee all fees and charges due to it hereunder and shall deliver to it a duplicate original agreement between the Settlor and another trust company registered under the Loan and Trust Corporations Act or a chartered bank, or such corporation as the Settlor in its discretion may deem advisable in the event that the Settlor is unable to enter into such agreement with such trust company, or such chartered bank by reason of their refusal to act, pursuant to which such other trust company or chartered bank or corporation shall assume such duties as Trustee in the place of the Trustee herein commencing as of the date on which the resignation is effective. The Trustee herein shall turn over all sums deposited with it, remaining in its hands, to such new Trustee subject to the Trustee's rights pursuant to section 12.2 hereof, and thereupon its obligations hereunder shall cease.

9.3 In the event that the Settlor refuses or fails to arrange an alternate trustee within the next ensuing forty (40) days after the giving of notice pursuant to sections 9.1 or 9.2, the resignation shall nevertheless be effective in accordance with the terms of the notice. The Trustee shall, however, notify in writing all mortgagees holding mortgages on the units of the Condominium shown on the Settlor's Unit Register at least ten (10) days prior to the effective date of the resignation of the failure or refusal of the Settlor to appoint an alternate Trustee and the resignation shall not be effective until the said ten (10) days notice period has expired notwithstanding anything contained herein or in the resignation notice to the contrary. All costs incurred by the Trustee in providing the said notice or otherwise complying with the provisions of this Article 9.00 shall be borne by the Settlor.

ARTICLE 10.00 - MODIFICATION OR AMENDMENT OF AGREEMENT AND RIGHTS OF THIRD PARTIES

10.1 This Agreement shall not be modified or amended without the written consent of the parties hereto and any mortgagees having registered mortgages against at least ten per cent(10%) of the Units.

10.2 Upon being advised of damage to the buildings in excess of the amount set out in section 5.4 hereof, or upon receipt of any moneys in excess of the said amount, in accordance with the terms of this Agreement, the Trustee shall notify all mortgagees having a mortgage or charge registered in the aforesaid Office of Land Titles against any unit. The Settlor shall cause a search to be conducted in the records of the said Office of Land Titles by a duly qualified solicitor retained by the Settlor, and the Trustee shall be entitled to rely, without further enquiry, upon the accuracy and completeness of the report of the said solicitor provided only that it is addressed to the Settlor, is dated within ten (10) days prior to the disbursement of funds and that it specifies the priority of the interests of the various parties in each unit.

10.3 Certain provisions of this Agreement are for the benefit of the mortgagees of the units and all such provisions are covenants for the benefit of any mortgagee having an interest registered in the said Office of Land Titles against any of the units or any part of the insured property and may be enforced by such mortgagee.

ARTICLE 11.00 - ADDRESS FOR SERVICE

11.1 Any certificate, declaration or notice in writing given to the Settlor, pursuant to this Agreement, shall be sufficiently given if delivered or mailed by prepaid registered post to the Settlor at its last known address and at:

Carleton Condominium Corporation No. 486
C/O DeS Services Inc.- 1244 Donald Street
Gloucester Ontario
1K1 8V6

or such other address as the Settlor may advise in writing from time to time.

Such certificate, declaration or notice in writing given to the Trustee pursuant to this Agreement shall be sufficiently given if delivered or mailed by prepaid registered post to the Trustee at its last known address and at:

282 Lakeshore Rd. E.
2nd Floor Oakville, Ontario
L6J 1J2

or such other address as the Trustee may advise in writing from time to time.

Such certificate, declaration and notice in writing shall have been deemed to have been received on the date of delivery or third clear business day next following the date of such mailing. Each of the parties shall be entitled to rely without further inquiry on the address determined in accordance with the foregoing as being the most current and correct address of the party to whom such certificate, declaration or notice is to be given. Each party further covenants to notify the other, in the manner provided for in this Article 11.00 of any change in its address for service.

ARTICLE 12.00 - REMUNERATION OF TRUSTEE

12.1 The Settlor shall pay the Trustee's fees and charges as set out in Schedule "B" attached hereto which fees and charges may be changed from time to time by written notice from the Trustee to the Settlor at any time. In the event that the Settlor does not agree with any change in fees or charges made by the Trustee, it shall be entitled to terminate the within agreement pursuant to Article 9.00 hereof within sixty (60) days after receipt of the notice of change to fees or charges in which event the change shall not apply and the within agreement shall be terminated in accordance with Article 9.00 hereof. In the event that no notice of termination is delivered pursuant to Article 9.00 within the sixty (60) day period, the fees and charges of the Trustee shall be as set out in its notice to the Settlor until further changed.

12.2 The Trustee may deduct all amounts owing to it hereunder from any proceeds of insurance received by it.

12.3 In addition to any other rights which the Trustee may have, in the event that any fees, charges, reimbursement of expenses or other amounts due hereunder to the Trustee are not paid when due, the Trustee shall be entitled to enforce payment of same by legal process and all fees, disbursements, expenses or other costs incurred by the Trustee in collecting same (including all legal fees and disbursements on a solicitor and his own client scale) shall be payable by the Settlor to the Trustee.

ARTICLE 13.00 - ADDITIONAL COVENANTS OF SETTLOR

13.1 Upon request, the Settlor shall deliver to the Trustee complete and accurate copies of.

- (a) all insurance policies, renewals thereof, amendments or endorsements thereto or replacements thereof;
- (b) the Settlor's Unit Register of unit owners and mortgagees; and
- (c) copies of the Settlor's then current Declaration and By-Laws.

The Trustee shall be entitled to rely, without further enquiry upon the accuracy of such material.

13.2 The Settlor covenants to deliver to the Trustee any amendments to the Settlor's Declaration or By-Laws or any additional By-Laws it may enact.

13.3 The Settlor covenants to ensure that losses are payable to the Trustee as insurance trustee under all policies of insurance governed by this Agreement.
13.4 The Settlor specifically acknowledges and agrees that the Trustee shall have no liability or obligation to the Settlor or any other party except as is expressly provided for herein and that there are no provisions or obligations between the parties relating to matters governed hereunder, whether oral or written, express or implied except as are expressly set forth herein in writing. The Settlor covenants to indemnify and save the Trustee harmless from and against all claims, demands, liabilities, actions, suits, costs or obligations of any kind or nature whatsoever arising out of or related to the terms of this Agreement unless same results from the negligence or wilful act of the Trustee or a breach by the Trustee of the terms hereof.

ARTICLE 14.00 - ASSIGNMENT OF AGREEMENT

14.1 Neither this Agreement nor any rights or obligations hereunder shall be assignable by either party hereto without the prior written consent of the other party. Any attempted assignment without such consent shall be void. Subject thereto, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

14.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. The parties hereto hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario for all purposes hereunder.

14.3 Words importing the singular include the plural and vice versa, and words importing gender include all genders.

14.4 The headings contained in this Agreement are included solely for convenience of reference, are not intended to be full or accurate descriptions of the contents thereof and shall not be considered part of this Agreement or affect the construction or interpretation thereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the seals of their proper signing officers duly authorized in that behalf as of the 12 day of April, 1994.

Carleton Condominium Corporation no. 486
Per: _____
[Authorized Signing Officer]

Per: _____
[Authorized Signing Officer]

I //We have the authority to bind the Corporation.

THE CANADA TRUST COMPANY

Per: _____
[Authorized Signing Officer]

Per: _____
[Authorized Signing Officer]

I //We have the authority to bind the Corporation.

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SCHEDULE "A"

Insurance policies:

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SCHEDULE "B"

The Settlor shall pay the Trustee an initial fee of Five Hundred (\$500.00) Dollars plus GST upon the execution of this Agreement, being an initial "set-up" fee of Two Hundred and Fifty (\$250.00) Dollars and the per annum retainer fee of Two Hundred and Fifty (\$250.00) Dollars payable in advance.

Hereafter, this per annum retainer fee of Two Hundred and Fifty (\$250.00) Dollars shall be payable in advance upon the anniversary date of this Agreement in each year during the term of this Agreement.

In the event the Trustee shall, pursuant to the provisions hereof, administer any insurance proceeds, it shall be entitled to an additional fee, payable in advance of the release of any insurance proceeds held in trust, equivalent to:

- (a) one per cent (1%) of the first Twenty-Five Thousand (\$25,000.00) Dollars administered b it.
- (b) one-half of one per cent (1/2 of 1%) of the next Twenty-Five Thousand (\$25,000.00) Dollars administered by it.
- (c) one-tenth of one per cent (1/10 of 1%) upon the balance of funds administered by it.
- (d) the above fees shall be subject to a minimum charge of One Hundred and Fifty (\$150.00) Dollars per claim processed.
- (e) the Trustee may levy an additional charge to cover extraordinary time and effort expended in special circumstances, as agreed between the Settlor and the Trustee.

This fee may be amended from time to time by written notice from the Insurance Trustee to the Settlor in accordance with Article 12.00 hereof.

Rules and Regulations (New rules, revised or amended)

Rule 2F – Legal responsibilities re: smoke detectors, approved July 17, 2000

As required by the Fire Code, each unit in Condominium 486 is equipped with a smoke and a heat detector plus an excellent fire alarm system throughout the common areas, which is tested on a regular basis. The Condominium also arranges for a thorough test of the heat detectors in all apartment units once a year. The Owner of each apartment shall therefore indemnify and safe harmless the Corporation from any costs, damages, claims or expenses incurred by the Corporation by reason of his or her failure to satisfy the requirements of this Rule.

It is the duty of each unit owner/resident to ensure that his/her unit is in compliance with all the requirements of the Fire Code. This means that one of the responsibilities of the owner/resident is to maintain the smoke alarm in his/her apartment in good working order. It should be tested by the resident once a month.

Where a unit is leased, the owner and tenant shall bear these responsibilities jointly.

Rule 10 - The following rule became effective October 14, 1991

Further to the survey conducted by the Board of Directors of Carleton Condominium Corporation No. 486 and the Pool committee concerning the use of the swimming pool, the Board has passed an amendment to the rules, as outlined in Schedule "A" to By-Law No. 1, governing the use of this facility.

Use of the swimming pool includes the following:

- The use of pool tags is required
- Each unit is limited to two guests at any one time
- Residents are to accompany guests during use

Rule 11 - The following rule became effective December 17, 1992

Concern was expressed that non-toilet trained children are using the pool facilities at Westpark.

At a Board of Directors meeting held on October 20, 1992 the following rule was passed and entered into the minutes of Carleton Condominium Corporation No. 486.

Resolved that a Rule be established explicitly forbidding entry of non-toilet trained children into the swimming pool and whirlpool."

Note to All Non-Residents Owners - Please ensure that you advise your tenant(s) of this rule and that you advise any future tenant(s) should your present tenant(s) move. It is also important that you advise any new owner(s) should you sell your unit.

Rule 12 - The following rule became effective February 26, 1998, amending rule No 7 (c) (ii)

- (i) Reservations must be made with the Board and a Party Room Licensing Agreement in the form required by the Board shall be entered into between the Licensee and the Corporation ("the Licensor"). The Licensee must be an owner, a spouse of an owner or a tenant.
- (ii) A security deposit shall be required in the amount determined by the Board. Providing the room is left in a clean and orderly manner, the full deposit will be returned.
- (iii) The party room and adjacent common elements shall be inspected immediately prior to the use of the party room, and after the use has terminated. Any damage noted during the re-inspection shall be the responsibility of the Licensee.
- (iv) The Licensee hereby authorizes the Licensor to deduct from the security deposit lodged with it the cost of any repairs. If the cost of such repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of the security deposit shall be assessed against the unit owned or occupied by the Licensee and may be recovered in the same manner as common expenses.

Rule 13 – Billboards -- Approved by the Boards April 18, 2005

Billboards (in mail cubicle, P1 and P2) are limited to the exclusive use of residents. All messages must be stamped "approved" and dated by the Superintendent. Message cards will be provided by the Superintendent. The approval criteria will be as follows:

- items for sale or requested by residents (two (2) wkkes)
- Westpark suite for sale (four (4)weeks)
- In-house events (prior to event, three (3) weeks)
- lost and found (two (2) weeks)

Political and religious propaganda material, advertisements from contractors, restaurants etc. will not be put on the billboards or in the mail cubicle.

Other messages of specific interest to residents may be displayed subject to the Boards's approval as regards size of message and time period to be displayed.

Rule 14 – Use of balconies (amending rule #4g) – Approved by the Board of Directors June 20, 2005

Only seasonal furniture is allowed on balconies. No hanging or drying of clothes is allowed on balconies and balconies shall not be used for storage. Owners and occupants must take appropriate care with furniture, flowerpots, glass tops and any other movable items taking into consideration occasional high winds. Any loss, damage or claim against the Condominium Corporation that arises from a breach of this rule by any unit owner or occupant together with any costs incurred by the Condominium Corporation in defending any such claim shall be borne by the unit owner and collected from the unit owner as additional common expenses.