



By-laws No. 8, 9, 10, 11, 12

Reprinted January 19, 2017

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List Of By-laws

No.	Content		Date
1	REPEALED		November 26, 1976
2	N/A		
3	REPEALED		February 26, 1980
4	REPEALED		February 23, 1980
5	REPEALED		February 23, 1980
6	Transfer Of Easement to Consumers Gas		August 16, 1983
7	Borrowing By-law (Windows)		April 20, 1994
8	Standard Unit and Insurance Deductibles	Attached	December 13, 2001
9	Meetings Of Owners, Board of Directors, etc.	Attached	May 31, 2002
10	Dispute Resolution Procedures	Attached	May 31, 2002
11	Directors' and Officers' Liability Insurance	Attached	May 31, 2002
12	Common Element Modifications	Attached	May 31, 2002

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO.90

BY-LAW NO. 8

BE IT ENACTED as By-Law No. 8 (being a by-law respecting insurance matters) of Carleton Condominium Corporation No. 90 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

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

**ARTICLE II
STANDARD UNIT**

- (1) The purpose of this article is to define the standard units in this condominium, in accordance with the requirements of the Act.
- (2) The standard unit does not include features which are part of the common elements. The Corporation's declaration determines which features are part of the common elements and which features are part of the units. To the extent that the attached schedules include features which are part of the common elements, they are included for reference and information purposes. They are not intended to be part of the standard unit.
- (3) In this condominium, there are six (6) different classes of standard units. Each class is based upon a different model of unit in this condominium. The standard unit for each class or model is defined and described further in plans and specifications contained in the schedule(s) indicated for the particular class. The classes and schedule(s) are as follows:

Class Number	Class Description	Units (Municipal Address)	Schedule(s)
1	3 Bedroom, ground floor walkout	2078, 2080, 2090, 2092, 2094, 2096, 2098, 2100, 2102, 2104, 2138, 2140, 2148, 2150, 2152, 2154, 2177, 2179, 2181, 2183, 2186, 2187, 2188, 2189, 2190, 2192, 2197, 2199, 2201, 2203, 2205, 2207, 2209, 2215, 2217, 2234, 2236, 2238, 2240, 2245, 2246, 2247, 2248, 2250, 2251, 2252, 2253	1 & 2
2	4 Bedroom, ground floor walkout	2074, 2076, 2082, 2084, 2086, 2088, 2106, 2108, 2136, 2144, 2146, 2156, 2158, 2173, 2175, 2182, 2184, 2185, 2191, 2193, 2194, 2195, 2211, 2213, 2219, 2232, 2242, 2244, 2249, 2254, 2255, 2256, 2257	1 & 3
3	3 Bedroom, basement walkout	2089, 2091, 2093, 2095, 2101, 2103, 2105, 2107, 2109, 2111, 2121, 2123, 2125, 2127, 2129, 2131, 2133, 2135, 2137, 2145, 2147, 2149, 2151, 2157, 2159, 2161, 2163, 2165, 2167	1 & 4

4	4 Bedroom, basement walkout	2085, 2087, 2097, 2099, 2115, 2117, 2119, 2139, 2153, 2155, 2169	1 & 5
5	3 Bedroom, sunken living room, ground floor walkout	2204, 2206, 2209, 2210, 2212, 2214, 2220, 2222, 2224, 2226	1 & 6
6	4 Bedroom, sunken living room, ground floor walkout	2200, 2202, 2216, 2218, 2228, 2230	1 & 7

ARTICLE III INSURANCE DEDUCTIBLES

- (1) This article is passed pursuant to Section 105(3) of the Act, to extend the circumstances under which a deductible loss, as described in Article III (2), shall be added to the common expenses payable for an owner's unit.
- (2) (a) Property insurance for the units and common elements (excluding improvements) is obtained and maintained by the Corporation (the "Master Policy"), but is subject to a loss deductible clause.
- (b) The Master Policy accordingly does not cover any loss, or portion of a loss, falling within such deductible. Responsibility for any such loss shall be determined as follows:
- (i) Any deductible loss relating to damage to a unit (whether or not there has been an act or omission by the owner or lessee of the unit) shall be the responsibility of the owner of the unit, and shall be added to the common expenses payable for the owner's unit [in accordance with Article III (2)(d)].
 - (ii) Any other deductible loss shall be the responsibility of the Corporation.
- (c) Notwithstanding the foregoing,
- (i) each unit owner shall indemnify and save harmless the Corporation and all other owners from any deductible loss (under the Master Policy) related to damage resulting from an act or omission of the owner, or his or her guests, agents or occupants of the unit. [Accordingly, if any such damage is caused to any part of the property, any related deductible loss under the Master Policy shall be added to the common expenses payable for the owner's unit, in accordance with Article III(2)(d).];
 - (ii) the Corporation shall indemnify and save harmless each unit owner from any deductible loss resulting from an act or omission of the Corporation or its directors, officers, agents or employees.
- (d) Any amounts owing to the Corporation by a unit owner by virtue of the terms of this by-law shall be added to the common expenses payable by such unit owner and shall be collectible as such, including by way of condominium lien.
- (e) Each owner shall obtain and maintain insurance, including personal liability insurance, covering the owners' risks as set forth in this by-law.
- (f) The Corporation shall promptly provide written notice of any change in the deductible to all owners.

**ARTICLE IV
MISCELLANEOUS**

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

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

Original Dated: the 13th day of December, 2001.

Schedule "1"

Carleton Condominium Corporation No. 90

Standard Unit Specifications and Components

General

- All materials and construction to conform to the current Ontario Building Code, Ontario Fire Code, Ontario Electrical Safety Code, current Municipal regulations and by-laws, and all applicable bulletins in force. Where conflicting requirements exist, the most stringent shall apply.
- The *standard unit* as observed at C.C.C. 90 is considered to be of average quality construction to tract housing developments. Average quality units are usually mass produced and will meet or exceed the minimum construction requirements of local building codes and requirements. By most standards the quality of materials are comprised of "stock" items.

Interior Structure

- Steel beams supported on steel teleposts or manufactured HSS posts (as per architectural drawings).
- Pre-engineered floor joist system designed to a maximum spacing of 19.2" on centre. Floor joist packages include all necessary materials to complete each floor assembly in accordance with structural requirements.
- ¾" tongue and groove O.S.B. (Oriented strand board) sub floor nailed, glued and screwed to floor joists.

Drywall

- Unit walls: ½" gypsum board nailed and screwed, taped, 3 coats of plaster sanded and ready for finish. Fire code drywall installed where required. "Wonderboard" or "Duroc" cement board on bathtub enclosure walls, ready for ceramic tile finish. Drywall on unit side of garage walls and ceiling complete with tape and 1 coat of plaster. Square metal corner bead throughout.
- Unit ceilings: ½" gypsum board nailed and screwed, taped, 3 coats of plaster sanded and ready for finish. All ceilings not receiving stipple (kitchen and bathrooms) sanded ready for paint finish.

Heating and Ventilation

- High Efficiency forced air gas heating system complete with variable speed fan, straps, anchors, registers, grilles, thermostat, fresh air intake and all associated duct work for complete heating system.
- 28 and 30 gauge steel duct work sized to accommodate future air conditioning.
- All exhaust ducts including bathroom, and dryer, have back draft damper grilles on exterior caps.
- Dryer exhaust duct rough in to exterior.
- Return air ducts on ground floor and second floor level.
- Minimum 1" gas line piping for furnace and hot water tank.
- White vinyl floor grilles throughout.
- Gas fired power vented 40 gallon hot water tank (Rental).
- 5 wire thermostat model "Honeywell" or equivalent to accommodate future air conditioning.

- 90 CFM main bathroom fan (including connection to duct work), complete with separate ventilation switch.

Electrical

- All outlets, lights, plugs, bulbs, switches, bells, exhausts, and wiring for hood fans, smoke detectors, service panel with circuit breakers, GFI plugs, and carbon monoxide detectors in accordance with all applicable regulations to provide a complete electrical system.
- 100 amp electrical service with copper wiring throughout.
- Door bell system with transformer and 2 door bell buttons.
- “Decora” style switches and outlets (white finish).
- Wiring to facilitate fridge, stove, washer, and dryer, rough-in wiring provided for future dishwasher hook up.

Light Fixtures

*** (Model style noted or equivalent)

- Bedrooms: Ceiling fixture model # CF265 c/w rounded glass.
Supplier: Danbel.
- Upper & Lower Halls: Ceiling fixture model # CF270 c/w rounded glass.
Supplier: Danbel.
- Main Bathroom: Vanity Strip fixture – 48” 6 bulb in chrome at mirror.
- Powder Room: Vanity Strip fixture – 24” 4 bulb in chrome at mirror.
- Entry: Ceiling fixture model # CF270 c/w rounded glass.
Supplier: Danbel.
- Kitchen: Ceiling fixture model # GA811012 frosted glass (mushroom style).
Supplier: Galaxy.
- Breakfast Area: Ceiling fixture model # GA811012 frosted glass (mushroom style).
Supplier: Galaxy.
- Dining room: Ceiling fixture model #CF270 c/w rounded glass.
Supplier: Danbel.
- Garage: Keyless c/w single pole switch.
- Laundry Area: Ceiling socket.
- Basement (unfinished): Key less.
- Living Room: Switch plug only.

Plumbing

- Piping, valves, fixtures, shut-off valves, and related components in accordance with all applicable Codes and Regulations for a complete hot and cold water supply and waste drainage system.
- Low restriction “Pex” or copper hot and cold water piping throughout.
- Water pressure equalizers (scald guards) in all showers.
- Main water shut-off to be located in unfinished basement area.
- White plumbing fixtures throughout.

- Kitchen: Stainless steel single bowl kitchen sink (Reginox (or equal)) c/w Delta single lever Faucet. Plumbing rough-in for future dishwasher including shut-off valve.
- Powder Room: Low flush water saver toilet tank c/w bowl (American Standard Galaxy, or equivalent) c/w shut-off valve.

Steel enamel basin model (American Standard Marina #0346.403.020) or equivalent c/w delta single lever faucet model #520-WFMPU or equivalent with pop up drain.

Olsonite seat with cover.

Paper holder and towel bar.
- Laundry Area: Plastic laundry tub with separate hot and cold taps Delta or equivalent.

Hot and Cold water hook up box for washer.
- Main Bath: Low flush water saver toilet tank c/w bowl (American Standard Galaxy or equivalent) c/w shut-off valve.

Steel enamel basin model (American Standard Marina #0346.403.020) c/w delta single lever faucet model #520-WFMPU with pop up drain.

Olsonite seat with cover.

Paper holder and towel bar.

5' Steel enamel tub/shower model American Standard Marina 0166.00.20 c/w delta single lever scald guard faucet model #1700CTP- touch clean shower head chrome RP28600 tub shower spout combination or equivalent.

Doors and Mouldings

- Doors:
 - 1 3/8" "Colonial" style interior hollow core passage doors throughout.
 - Floor to ceiling sliders-DSH laminated white ash or equal on all closet and pantry doors except linen closet.
 - 1 3/8" "Colonial" style interior hollow core bifold door on linen closet.
 - Garage Door: 8'0" x 7'0" standard garage door, steel, insulated, weatherstrip, desert sand finish, c/w all necessary hardware to complete installation.
- Trim:
 - MDF 4-1/8" x 9/16" "Colonial" style baseboard (paint finish).
 - MDF 2-3/4" x 9/16" "Colonial" style window and door casing (paint finish).
 - Interior door jamb MDF to suit thickness.

- Quarter round #1 Pine 7/16" x 1 1/16".
- Shelving: - 16" deep melamine closet and pantry shelving (white) c/w (1) white closet rod.
- Linen closet to receive 5 melamine shelves (white).
- Attic Access Hatch: Insulated and weatherstripped, 20" x 28" attic hatch.

Stairs and Railings

- Wood treads and risers (carpet grade) on main stairs.
- Wood treads and risers (paint grade – paint finish) on basement stairs.
- #1 Pine 1 7/16" x 1 5/8" (paint finish) basement railing.
- Main Railing:
 - Oak or equivalent spindles (where required), handrails and nosing, standard colonial style.
 - Handrail 60 mm x 57 mm
 - Starting newel post, base 73 mm.
 - Half newel post, base 35 mm
 - Baluster, Base 32 mm.
 - Nosing minimum 25 mm x 150 mm (width).
 - All miscellaneous accessories.
 - One coat of stain and two coats of lacquer or varathane.

Painting

- Walls to be off white flat latex finish throughout
- Kitchen and bathrooms to be off white semi-gloss finish.
- Off white semi-gloss finish on all interior doors and trim.
- Stipple finish to all ceilings except kitchen and bathrooms, painted off white semi-gloss finish.

Cabinetry and Vanities

- Kitchen: Selection from approved cabinet supplier and installer. Cabinet doors to be solid oak or equivalent frame c/w oak or equivalent recessed veneer panel. Post formed counter tops to be selected from current standard formica samples. All backsplashes to be post formed rolled.

Base cabinets to allow access to corners and complete with adjustable shelving.
- Main Bath: Selections from approved cabinet supplier and installer. Cabinet doors to be solid oak or equivalent frame c/w oak or equivalent recessed veneer panel. Post formed counter tops to be selected from current standard formica samples. All backsplashes to be post

formed rolled.

Medicine cabinet, double mirrored door.

- Powder Room: Selections from approved cabinet supplier and installer. Cabinet doors to be solid oak or equivalent frame c/w oak or equivalent recessed veneer panel. Post formed counter tops to be selected from current standard formica samples. All backsplashes to be post formed rolled.

Medicine cabinet, single mirrored door.

Ceramic Wall Tile

- Wall tile full height in tub/shower area from builder selections.

Hardware

- All interior passage doors – “Weiser” Fairfax-C3 finish, 50 mm shaft complete with knobs/shaft brass finish, privacy locks on bedroom 1, powder room and main bath.

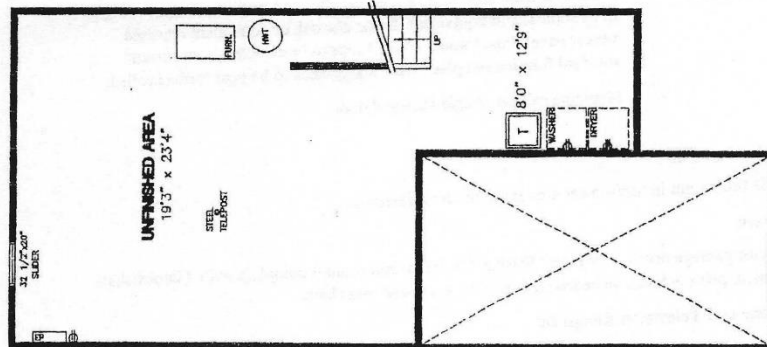
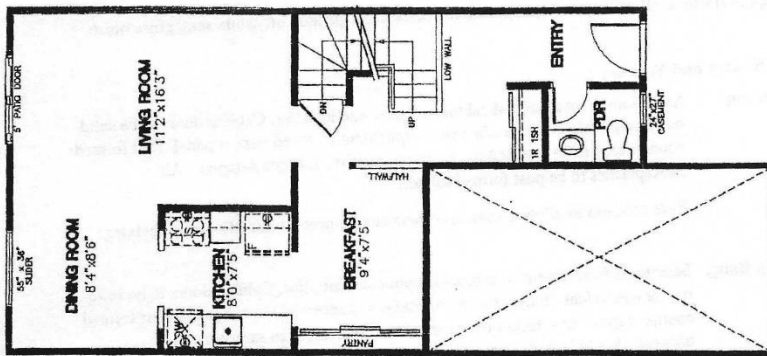
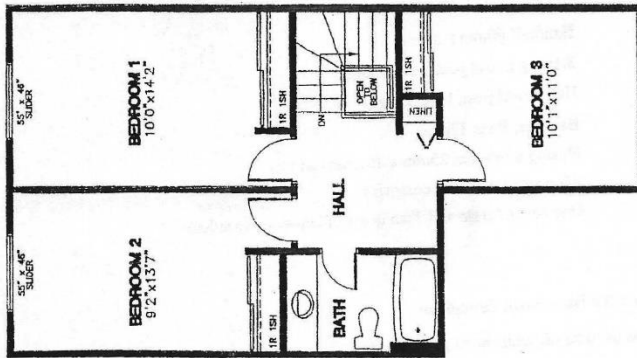
Telephone and Television Rough-In

- (3) outlets pre-wired for cable (location determined on site).
- (5) outlets pre-wired for telephone (location determined on site).

Schedule "2"
 Carleton Condominium Corporation No. 90
 Plan for Class 1

10

CLASS NUMBER: 1

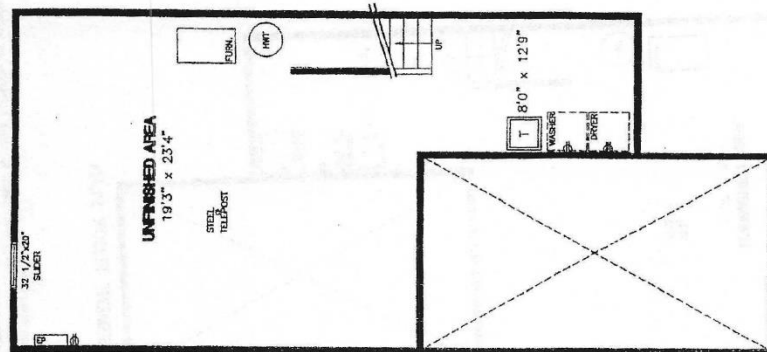
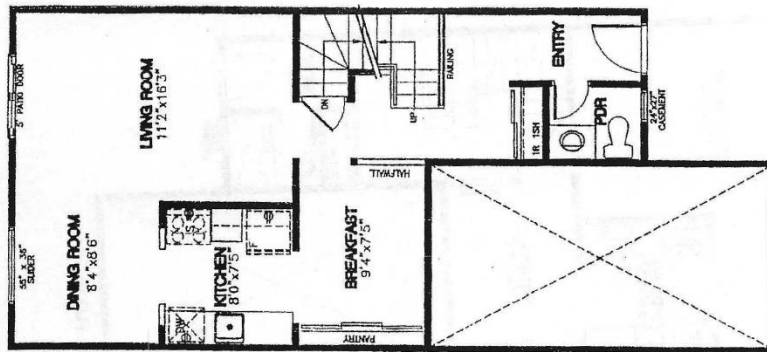
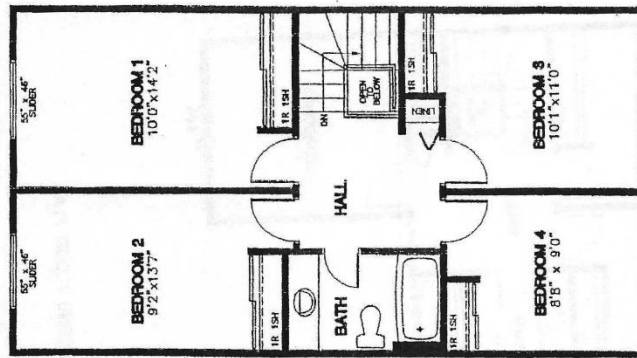


NOTE: SOME MODELS MAY HAVE IMPROVED IMAGE.
 NB: APPLIANCES ARE SHOWN ONLY TO SHOW LOCATION OF NECESSARY WIRING AND ROUGH-IN.

Schedule "3"
 Carleton Condominium Corporation No. 90
 Plan for Class 2

11

CLASS NUMBER: 2

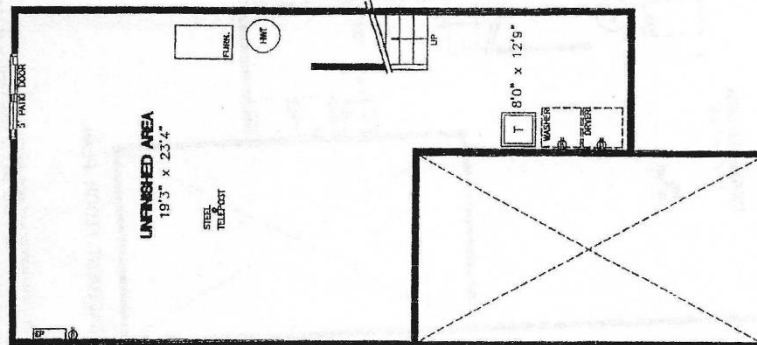
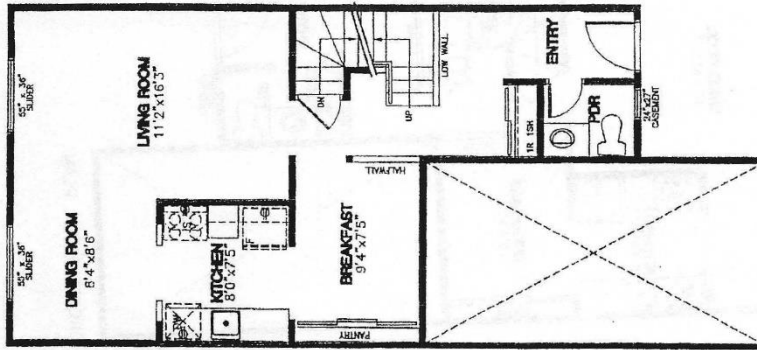
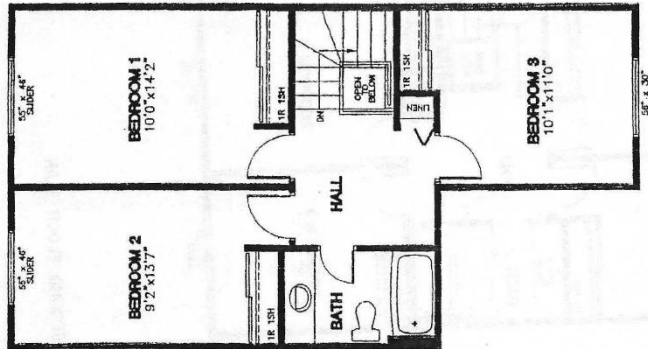


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Schedule "4"
 Carleton Condominium Corporation No. 90
 Plan for Class 3

12

CLASS NUMBER: 3

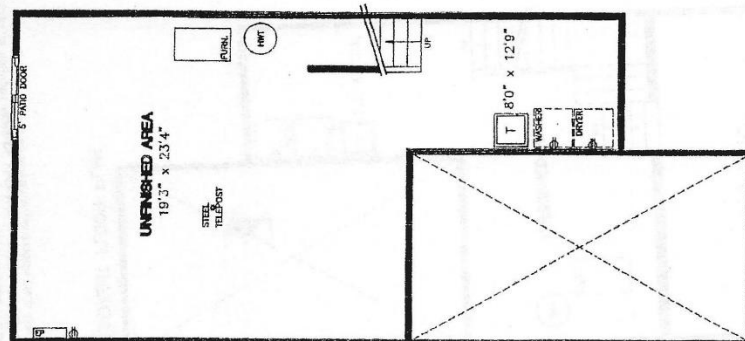
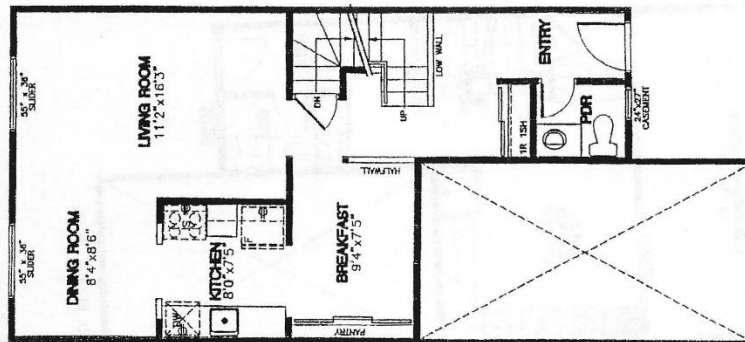
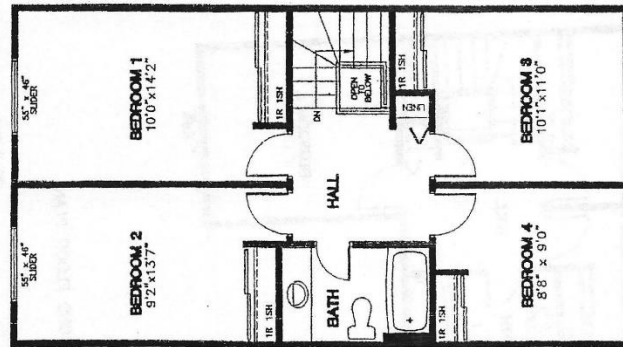


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Schedule "5"
 Carleton Condominium Corporation No. 90
 Plan for Class 4

13

CLASS NUMBER: 4

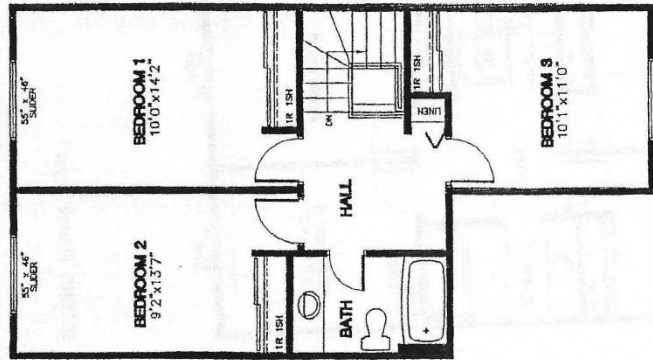


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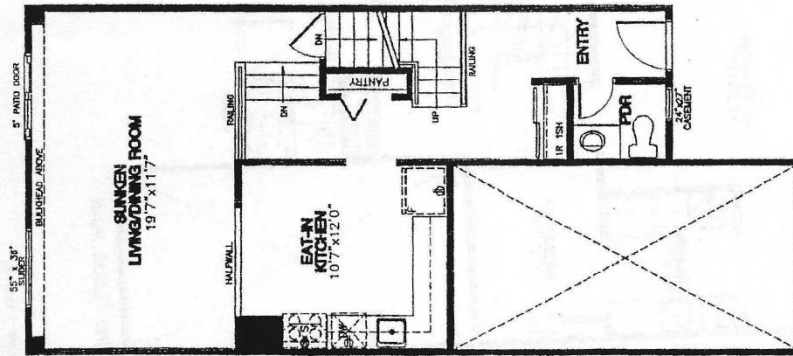
Schedule "6"
 Carleton Condominium Corporation No. 90
 Plan for Class 5

14

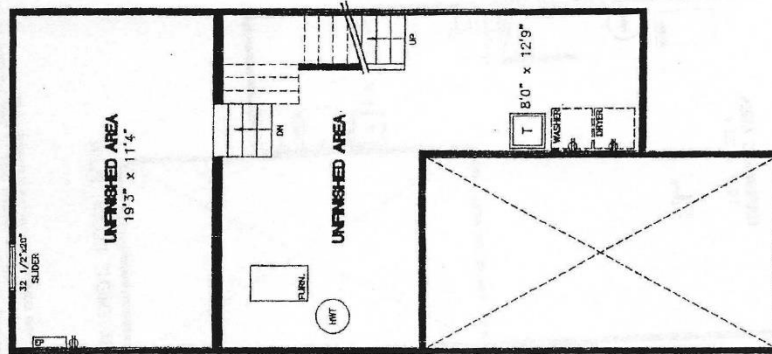
CLASS NUMBER: 5



SECOND FLOOR PLAN



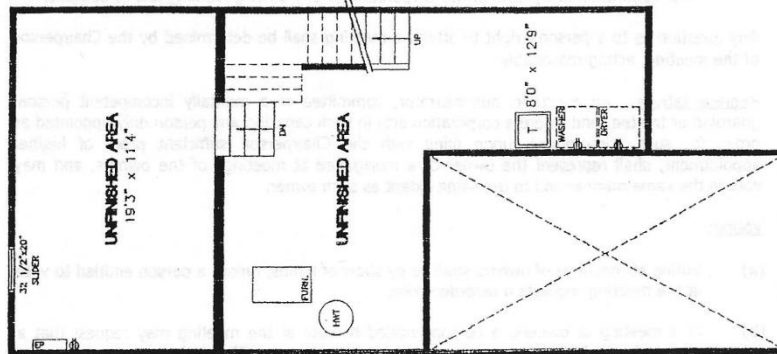
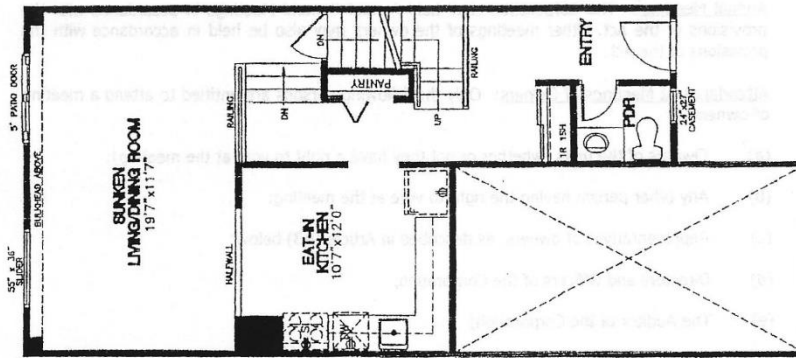
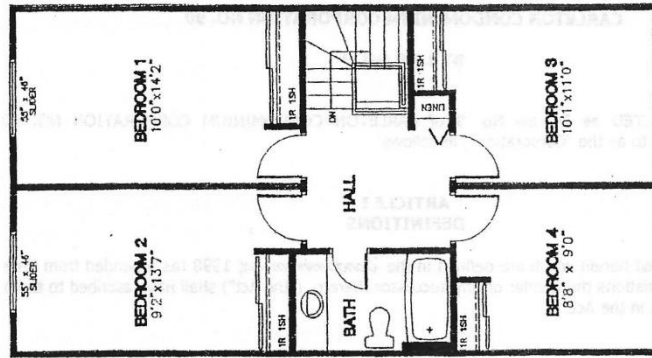
GROUND FLOOR PLAN



BASEMENT FLOOR PLAN

NOTE: SOME MODELS MAY HAVE MIRRORRED IMAGE.
 NB: APPLIANCES ARE SHOWN ONLY TO SHOW LOCATION OF NECESSARY WIRING AND ROUGH-IN.

CLASS NUMBER: 6



NB: SOME MODELS MAY HAVE MIRRORRED IMAGE
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Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO.90

BY-LAW NO. 9

BE IT ENACTED as By-Law No. 9 of Carleton Condominium Corporation No. 90 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I DEFINITIONS

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

ARTICLE II MEETINGS OF OWNERS

- (1) Annual Meetings: The Corporation shall hold Annual General Meetings in accordance with the provisions of the Act. Other meetings of the owners may also be held in accordance with the provisions of the Act.
- (2) Attendance At Meetings of Owners: Only the following persons are entitled to attend a meeting of owners:
 - (a) Owners of the units (whether or not they have a right to vote at the meeting);
 - (b) Any other person having the right to vote at the meeting;
 - (c) Representatives of owners, as described in Article II(3) below;
 - (d) Directors and Officers of the Corporation;
 - (e) The Auditor of the Corporation;
 - (f) Any person invited to attend the meeting by the Chairperson of the meeting or by ordinary resolution of the meeting;
 - (g) Any person entitled or required to attend the meeting under the provisions of the Act or the Declaration or by-laws of the Corporation or any other governing law or authority.Any question as to a person's right to attend a meeting shall be determined by the Chairperson of the meeting, acting reasonably.
- (3) Representatives: An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity, any person duly appointed as proxy for such corporation), upon filing with the Chairperson sufficient proof of his/her appointment shall represent the owner or a mortgagee at meetings of the owners, and may vote in the same manner and to the same extent as such owner.
- (4) Voting:
 - (a) Voting at meetings of owners shall be by show of hands, unless a person entitled to vote at the meeting requests a recorded vote.
 - (b) At a meeting of owners, a person entitled to vote at the meeting may request that a recorded vote be held on any item scheduled for a vote, either before or promptly after the vote. A recorded vote can be either a poll, a secret ballot (in which case the voter is not

identified on the ballot) or an open ballot (in which case the voter is identified on the ballot). When a recorded vote is requested, the meeting shall decide, by ordinary resolution, whether the recorded vote shall be by way of a poll, a secret ballot or any open ballot. A request for a recorded vote may be withdrawn.

- (c) On any vote by a show of hands, a declaration by the Chairperson that the vote on the question has been carried, or carried by a particular majority, or defeated, is, in the absence of any contradictory evidence, proof of the fact without proof of the number of votes recorded in favour of or against the question.
- (d) Votes may be cast either personally or by proxy, in accordance with the Act. The instrument appointing a proxy shall be filed with the Chairperson of the meeting before any vote is cast under its authority. The Chairperson shall resolve any issue respecting the validity of a proxy.

(5) Chairperson:

- (a) Subject to paragraph (b) below, the Chairperson for any meeting of the owners shall be determined by resolution of the Board, or failing any such resolution, shall be: the President of the Corporation, or if the President is unable or unwilling to chair the meeting the Vice-President of the Corporation.
- (b) Provided, however, that any other person may be chosen to chair the meeting by ordinary resolution of the meeting.

(6) Right to Vote: All voting by owners shall be on the basis of one vote per unit. The right of persons to vote at meetings of owners is determined by the Act. Any dispute respecting the right of a person to vote shall be decided by the Chairperson of the meeting, upon such evidence as the Chairperson may deem sufficient.

(7) Co-Owners: Where the voting rights for a unit are shared by two or more persons (for example, there are two or more owners of the unit), any one or more of those persons may exercise the vote for the unit. Provided, however, that if two or more of those persons decide to exercise the vote, the provisions of the Act shall determine how the vote is to be counted.

ARTICLE III BOARD OF DIRECTORS

(1) Number and Quorum: The Corporation shall have a Board of five (5) Directors. A quorum for the transaction of business at a meeting of the Board shall be three (3) Directors.

(2) Qualifications:

- (a) In addition to the qualifications for Directors which are set out in the Act, at least four Directors shall be members of the corporation.
- (b) If a unit has more than one owner, only one of those owners may be a member of the Board at any time.

(3) Election and Term:

- (a) The Directors shall be elected in each case for a term of two years. However, Directors' terms shall expire at the Annual General Meeting of the relevant year. The Directors' terms are staggered. As at the confirmation of this by-law, the Directors' terms are as follows:

Number of Directors**Year of Expiration of Term**

3

2003

2

2004

- (b) If a Directorship is vacated before expiration of the Director's term (whether by removal, resignation, death or otherwise), the vacancy may be filled, by appointment and/or election in accordance with the Act.
- (c) In the event of an election to fill Directorships with terms expiring in different years, the person(s) receiving the most votes shall be elected to the Directorship with the longer remaining term(s).
- (d) One of the Directorships which expires in 2004 (see above) is hereby designated as the "owner-occupier elected Directorship" for the purposes of Section 51 of the Act.
- (e) When a Director's term expires, he or she shall retire, but shall be eligible for re-election.

(4) Calling of Meetings:

- (a) Board meetings may be called by resolution of the Board. In such cases, the Secretary or another person designated by the Board shall give notice of the meeting in accordance with sub-paragraph (c) hereof.
- (b) Board meetings may also be called by any two Directors. In such cases, the notice shall be signed by each of the two Directors and one of the two Directors shall give notice of the meeting in accordance with sub-paragraph (c) hereof.
- (c) Written notice of Board meetings shall be given to all Directors at least 48 hours before the meeting. Any such Notice may be given in accordance with Article VII of this by-law.
- (d) A meeting of the Directors may be held by teleconference or another form of communications system that allows the Directors to participate concurrently, provided all Directors of the Corporation consent to the means used for holding the meeting.
- (e) 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 for such regular meetings shall be sent to each Director, but no other notice shall be required for any such meeting.
- (f) No notice of a meeting shall be necessary if all the Directors are present and consent to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

(5) Indemnification of Directors: Every Director and every Officer of the Corporation and the person's heirs, executors, administrators, estate trustees 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 the Director or Officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against the Corporation for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office; and
- (b) All other costs, charges and expenses that the person sustains or incurs in respect of the affairs of the Corporation.

No Director or Officer shall be indemnified in respect of any liability, costs, charges or expenses that the person sustains or incurs in or about an action, suit or other proceeding as a result of which the person is adjudged to be in breach of the duty to act honestly and in good faith.

ARTICLE IV OFFICERS

- (1) Elected Officers: At the first meeting of the Board after each election of Directors, the Board shall elect from among its members a President. In default of such election the then incumbent, if a member of the Board, shall hold office until his/her successor is elected.
- (2) Appointed Officers: From time to time the Board shall appoint a Secretary and a Vice-President, and such other Officers as the Board may determine including one or more assistants to any of the Officers so appointed. The Officers so appointed may, but need not, be members of the Board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he/she may be known as Secretary-Treasurer.
- (3) Term of Office: In the absence of written agreement to the contrary, the Board may remove at its pleasure, and replace, any Officer of the Corporation.
- (4) President: The President shall, when present, preside at all meetings of the Board and shall be charged with the general supervision of the business and affairs of the Corporation.
- (5) Vice-President: During the absence of the President his/her duties may be performed and his/her powers may be exercised by the Vice-President.
- (6) Secretary: Subject to this by-law and subject to any resolution of the Board, the Secretary shall give or cause to be given all notices required to be given to the Directors, auditors, mortgagees and all others entitled thereto; he/she shall use his/her best efforts to attend all meetings of the Directors and of the owners and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he/she shall be the custodian of the seal of the Corporation as well as all books, papers, records, documents and other instruments belonging to the Corporation and he/she shall perform such other duties as may from time to time be prescribed by the Board.
- (7) Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the Board shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation; he/she shall render to the Board at the meeting thereof or whenever required of him/her an account of all of his/her transactions as Treasurer and of the financial position of the Corporation and he/she shall perform such other duties as may from time to time be prescribed by the Board.
- (8) Variation of Duties: From time to time, the Board may, by resolution, vary, add to, or limit the powers and duties of any Officer or Officers, including any of the duties described in this by-law.

ARTICLE V BANKING ARRANGEMENTS & EXECUTION OF DOCUMENTS

- (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 by resolution designate from time to time 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 by resolution designate.

- (2) Execution of Instruments: Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two Directors. However, the Board may at any time and from time to time, by resolution, direct the manner in which and the person or persons by whom any particular deed, transfer, contract or other document or any class of deeds, transfers, contracts or documents of the Corporation may or shall be signed.

ARTICLE VI FINANCIAL YEAR

The financial year of the Corporation shall end on the 31st day of December in each year, or such other date as the Board may by resolution determine.

ARTICLE VII NOTICE

- (1) Board Meetings: Notices of Board meetings shall be given in the manner set out in the Act.
- (2) Owner's Meetings: Notices of Owner's meetings shall be given in the manner set out in the Act.
- (3) Other Notices by the Corporation: Subject to the Act, any other notice, communication or document required to be given or delivered by the Corporation shall be sufficiently given by delivering it personally, or delivering it to the address noted for the addressee in the record of names and addresses kept by the Corporation in accordance with the Act, or by sending it by ordinary mail, courier delivery, facsimile transmission or electronic communication addressed to the addressee at the latest address shown in the records of the Corporation for the addressee.
- (4) Notice to the Board or Corporation: Subject to the Act, any notice, communication or document to be given to the Board or the Corporation shall be sufficiently given if sent by ordinary mail addressed to it at the address for service of the Corporation set out in the records of the Corporation.
- (5) When Notice Received: Any notice delivered by mail shall be deemed to have been received on the first business day following the mailing thereof. All other notices shall be deemed to be received on the date they are sent.
- (6) 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.

ARTICLE VIII ASSESSMENT AND COLLECTION OF COMMON EXPENSES

- (1) Duties of the Board: 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 proportions in which they are required to contribute to the common expenses as set forth in the Declaration. 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 common expenses are based to all owners entered in the record kept pursuant to the Act.

- (2) Duties of the Owners: Each owner shall be obligated to pay to the Corporation, or as it may direct, the amount of such assessment as follows:
 - (a) The owner's monthly common expenses shall be paid in advance 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.
 - (b) Prior to the commencement of each fiscal year of the Corporation, each owner shall furnish to the Corporation a set of twelve post-dated cheques, or shall arrange for pre-authorized payments, on a system run by the Corporation, if the Corporation offers this service, covering the standard monthly payments due by the owner during the fiscal year on account of common expenses, or in order to facilitate collection shall pay the monthly payments in such other manner as may be directed by the Corporation.
- (3) Special Assessments: The Board may make special assessments when the Corporation does not have sufficient funds to meet expenditures which have been incurred or which it is anticipated will be incurred. Notice of any such special assessment shall include a written statement setting out the reasons for the assessment and the assessment shall be payable by each owner within ten (10) days after the owner has been given notice of the assessment or within such further period of time and in such instalments as the Board may determine.
- (4) Default:
 - (a) Arrears of any payments required to be made to the Corporation under the provisions of this Article or under the provisions of the Act shall bear interest at the rate of twelve percent (12%) per annum and shall be compounded monthly until paid. For each late payment or non-payment of common expenses (whether related to a monthly payment or a special assessment), there shall be added to the amount owing with respect to the particular unit an administration fee of \$25.00, or such other amount as may be determined by resolution of the Board.
 - (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of any assessment levied against him/her, the Board may retain a solicitor or other agent on behalf of the Corporation to enforce collection and there shall be added to any amount found due all costs of such solicitor or other agent as between a solicitor or other agent and his/her own client and such costs shall be collectible against the defaulting owner in the same manner as common expenses.
 - (c) All payments upon account of common expense arrears shall be first applied to the arrears which were first due with respect to the particular unit.

ARTICLE IX POWERS OF THE CORPORATION

In addition to the powers of the Corporation set forth in the Act and the Declaration, or by way of clarification of those powers, the powers of the Corporation shall include the following:

- (1) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (2) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation;
- (3) to set, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as

the Corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing;

- (4) may permit the exclusive use of parts of the Recreation Centre at 2290 Orient Park Drive to residents of the Corporation for temporary purposes for such activities as the Board, in its sole discretion, may decide. The Corporation may levy a fee for the use of these premises;
- (5) to enter into contracts as the Board considers advisable, on terms acceptable to the Board, to assist the Corporation in the fulfillment of its objects and duties;
- (6) to appoint committees comprised of such persons (not necessarily owners) as the Board may from time to time determine, to carry out such tasks or functions as may be determined by the Board;
- (7) to obtain and maintain fidelity bonds, where obtainable, for Directors, Officers, any manager and any employees of the Corporation handling or responsible for the Corporation's moneys or securities. The premiums on any such bonds shall be paid by the Corporation.

ARTICLE X USE OF COMMON ELEMENTS BY NON-RESIDENTS

Only the occupants of the units and their invitees shall be entitled to use and enjoy the common elements and assets of the corporation, subject to the following. Owners who are not occupants shall be entitled to use the common elements and assets only to the extent reasonably required to allow landlords to exercise or fulfill their rights and responsibilities as landlord.

ARTICLE XI INDEMNIFICATION BY OWNERS

Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury, claim or liability whatsoever which the Corporation may suffer or incur (including all related legal costs incurred by the Corporation) resulting from or caused by a breach of the Act, or the Corporation's Declaration, By-Laws or Rules (as amended from time to time), or by any act or omission, of such owner, his/her family, guests, servants, agents or occupants of his/her unit. All such amounts owing to the Corporation by an owner shall be added to the common expenses attributable to the owner's unit and shall be recoverable as such.

ARTICLE XII REPEAL OF BY-LAW NOS. 1, 3, 4 AND 5

By-Law Nos. 1, 3, 4 and 5 of the Corporation are hereby repealed.

ARTICLE XIII
MISCELLANEOUS

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

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

Original Dated: the 31ST day of May, 2002.

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 90 BY-LAW NO. 10

WHEREAS Carleton Condominium Corporation No. 90 and the majority of its owners wish to establish an expeditious cost-effective procedure for achieving fair and equitable resolutions to certain disputes;

BE IT ENACTED as By-law No. 10 (being a by-law respecting dispute resolution procedures) of Carleton Condominium Corporation No. 90 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I DEFINITIONS

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

ARTICLE II APPLICATION OF THESE PROCEDURES

1. **Application:** The mediation and arbitration procedures described in this by-law shall apply to any disagreement between the Corporation and its owners where mediation and/or arbitration is mandated by the Act. These disagreements shall be referred to hereinafter as the "disputes".
2. **Notice:** Any notice required by this by-law shall be delivered in accordance with the Declaration and By-laws for the Corporation.
3. **Obligation to Co-operate:** The mediator, arbitrator, and all parties shall make every effort to fully co-operate in all of the procedures described herein, to proceed with haste and to act in advance of any time constraint set out in this by-law. Any failure of the parties to so co-operate will be taken into account in any costs award.

ARTICLE III MEDIATION PROCEDURES

1. **Notice of Dispute:** Any party to the dispute may initiate these procedures by delivering to the other parties a Notice of Dispute indicating their intention to proceed to mediation. The notice shall describe briefly the issues in dispute, and shall request a pre-mediation meeting as described in paragraph 2 below.
2. **Pre-mediation Meeting:** A meeting of all parties to the dispute and their agents if desired, shall be held within ten (10) working days of the Notice of Dispute being received. All parties shall co-operate in arranging such a meeting which shall be held at such place within the City of Ottawa as the parties agree. The meeting shall be for the purpose of negotiating in good faith a resolution of the dispute and/or to agree to appoint a mediator as described in paragraph 3. This meeting shall not involve a mediator.

All agreements between the parties, either with respect to matters of substance or matters of procedure, shall be recorded in written minutes and signed by the parties. Such minutes shall either be prepared immediately following the agreement or otherwise within time frames acceptable to all parties.

3. **Appointment of Mediator:** If the dispute is not resolved at the pre-mediation meeting, the parties shall jointly appoint a mutually-acceptable independent mediator.

The mediator shall be given a copy of this by-law.
4. **Mediation Deemed to Fail:** If the parties are unable to agree upon a mediator or otherwise fail to appoint a mediator, the mediation will be deemed to have failed sixty (60) days after the Notice of Dispute was delivered, or such earlier date as the parties may agree.
5. **Time and Place for Mediation:** The mediator shall schedule the date, time and location for a mediation conference after consulting with the parties. The mediation conference shall be scheduled for the earliest date which is reasonably suitable to all parties, but shall in any event be no later than thirty (30) days following the appointment of the mediator.
6. **Representation:** Unless the parties agree otherwise, any party may be represented at the mediation conference by a lawyer or agent, but any party so represented must give notice, including the name and address of the lawyer or agent, to the mediator and to the other parties at least five (5) days prior to the date of the mediation conference, or such shorter time as the mediator may determine. The mediation conference will be attended by the parties and/or representatives who have full authority to settle the dispute.
7. **Mediation Brief:** Prior to the mediation, each party or their representative will prepare a brief summary of the issues in the dispute setting out that party's position with respect to each issue. This summary must be delivered to the mediator and to the other parties at least five (5) days before the date of the mediation conference, or such shorter time as the mediator may determine.
8. **Required Disclosure:** Prior to the mediation, there will be complete and honest disclosure by each of the parties to the other and to the mediator of all relevant information and documents. This includes providing each other and the mediator with all information and documentation that would usually be available through the discovery process in a legal proceeding. If either party fails to make such disclosure, then any agreement reached in mediation may be set aside. Disclosure must be completed, not less than five (5) days prior to the date of the mediation, or such shorter time as the mediator may determine.
9. **Confidentiality:** The parties and their agents agree that all statements made and information exchanged during the course of the mediation are privileged as being settlement discussions. All such statements or information are made without prejudice to any party's legal position and without waiving any rights, and will be non-discoverable and inadmissible for any purpose in any legal proceeding except with the prior written consent of all parties and the mediator.
10. **Mediator's Report:** The mediator shall prepare a report which describes the results of the mediation. The report shall describe the resolution of any issues that have been resolved, and/or that no agreement has been reached on some or all issues as the case may be. At any time during the process, if the mediator determines that it is not possible to resolve the dispute by mediation, the mediator shall prepare a report reflecting this determination. The Mediator's Report shall be delivered to all parties, but to no other person unless otherwise required by law or court order.
11. **Costs of Mediation:** The Mediator's Report shall allocate the obligation to pay the costs of the mediation amongst the parties. Where the mediation fails, the allocation of the costs of the mediation shall be in the absolute discretion of the mediator. Any amount owing by an owner may be paid by the Corporation, and shall then be added to the common expenses for the unit and collectible as such, including by way of lien in accordance with the Act.
12. **Implementation of Settlement:** Any settlement achieved by mediation shall be carried out with reasonable haste.

**ARTICLE IV
ARBITRATION PROCEDURES**

1. **Failed Mediation:** If the mediation is deemed to have failed according to Article III paragraph 4, the dispute shall be submitted to arbitration sixty (60) days after the Notice of Dispute was delivered. If the Mediator's Report indicates that the mediation failed, the dispute shall be submitted to arbitration within thirty (30) days after the Mediator's Report was delivered.
2. **Notice of Arbitration:** Any party to the dispute may submit the dispute to arbitration in accordance with this by-law by delivering to all other parties a Notice of Arbitration requiring the appointment of an arbitrator as described in paragraph 4 below.
3. **Application of the Arbitrations Act, 1991:** The provisions of the *Arbitrations Act, 1991*, as amended, or any successor legislation, shall apply to the arbitration except where a provision of this by-law provides otherwise.
4. **Selection of Arbitrator:** The parties shall agree upon an arbitrator within seven (7) days of the delivery of the Notice of Arbitration.

If the parties are unable to agree upon an arbitrator, the arbitrator shall be appointed by the court according to the provisions of the *Arbitrations Act, 1991*, as amended, or any successor legislation.

The arbitrator shall be given a copy of this by-law.

5. **Time and Place for Arbitration:** The arbitrator shall set the date, time and place for the arbitration hearing after consultation with the parties. The arbitration hearing shall be scheduled for the earliest date which is reasonably suitable to all parties.
6. **Arbitration Brief:** Each party shall deliver to the other party and to the arbitrator no later than five (5) days prior to the date of the arbitration hearing, written statements setting out the issues in dispute, the party's position on each issue, and the relief sought.
7. **Required Disclosure:** The parties shall exchange all documents on which they will rely at the arbitration no later than seven (7) days prior to the arbitration hearing. Documents not produced within that time frame may only be used at the arbitration hearing with the leave of the arbitrator.
8. **Procedural Matters:** The parties agree that the arbitrator shall rule on all procedural matters arising before the arbitration hearing date. All such matters shall be submitted to the arbitrator in writing. The arbitrator shall provide a brief written award within three (3) days of the receipt of the parties' submissions. No hearing on these matters shall be permitted, unless specifically requested by the arbitrator.
9. **Rules of Evidence:** The arbitrator shall apply the laws of evidence as if the hearing were a trial in the Ontario Superior Court of Justice, subject to the following provisions:
 - a. The arbitrator shall accept oral or written evidence as the arbitrator in its discretion considers proper, whether admissible in a court of law or not.
 - b. The parties may rely on photocopies of originals.
 - c. No notice under the *Evidence Act* is required for business records.
 - d. Expert reports, if any, shall be delivered to the other party at least seven (7) days prior to the date of the arbitration hearing.
 - e. The parties shall be permitted to present oral evidence only if a signed will-say statement is delivered to all parties at least seven (7) days prior to the arbitration hearing date. The

will-say statement must include the name and address of the witness as well as an outline of the evidence to be presented. If this requirement is not met, the oral evidence will only be permitted with the leave of the arbitrator.

10. **Offers to Settle:** Rule 49 of the Rules of Civil Procedure or its successor, applies to these proceedings subject to the following provision: An offer to be effective must be delivered to the other party or parties no later than seven (7) days before the date of the arbitration hearing.
11. **Costs of Arbitration:** The arbitrator shall allocate the obligation to pay the costs of the arbitration amongst the parties. The allocation shall be at the absolute discretion of the arbitrator, however, the arbitrator in making an award of costs shall consider the conduct of the parties including the efforts of the parties to proceed with haste, and any offers to settle. Any amounts held to be payable by an owner may be paid by the Corporation and then shall be added to the common expenses for the unit and collectible as such, including by way of lien in accordance with the Act.
12. **Arbitral Award:** The arbitrator shall render a decision, together with written reasons, as soon as reasonably possible, and in any case, no later than thirty (30) days after the final submissions of the parties. The arbitrator shall deliver a copy of the decision and reasons to each of the parties to the dispute.
13. **Appeal:** The arbitrator's award is binding except that there is an appeal to the Ontario Superior Court of Justice from an arbitrator's award on a question of law or a question of mixed law and fact.

ARTICLE V MISCELLANEOUS

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

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

Original Dated: the 31ST day of May, 2002.

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 90 BY-LAW NO. 11

BE IT ENACTED as By-Law No. 11 (being a by-law respecting Directors' and Officers' Liability Insurance) of CARLETON CONDOMINIUM CORPORATION No. 90 (referred to as the "Corporation") as follows:

ARTICLE I DEFINITIONS

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

ARTICLE II 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 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 November 23, 1976). The policy shall therefore provide insurance protection for the actions of all past and present Directors and Officers of the Corporation;
- (b) The policy shall provide coverage on identical terms to all past and present Directors and Officers of the Corporation and they all shall be insureds 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;
- (c) 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 Act and/or the Corporation's by-laws;
- (d) The policy shall not specifically exclude coverage for claims asserted by the Corporation;
- (e) 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;
- (f) The Corporation's manager, if any, may be included as an additional insured under the policy.

ARTICLE III MISCELLANEOUS

- (1) Invalidity: The invalidity of any part of this By-Law shall not impair or affect in any manner the validity and enforceability or effect of the balance hereof.
- (2) Waiver: No restriction, condition, obligations or provisions contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

- (3) Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for the convenience of reference only.
- (4) Alterations: This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

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

Original Dated: the 31ST day of May, 2002.

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 90 BY-LAW NO. 12

BE IT ENACTED as By-law No. 12 (being a by-law respecting common element modifications) of CARLETON CONDOMINIUM CORPORATION No. 90 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I DEFINITIONS

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

ARTICLE II PURPOSE OF THIS BY-LAW

This by-law is being passed for the following purposes:

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

ARTICLE III PERMITTED MODIFICATIONS

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

1. Landscaping in exclusive use backyard.
2. Decks in exclusive backyard.
3. Backyard enclosing fence.
4. Backyard gates.
5. Other fences.
6. Patio doors.
7. Central air conditioners.
8. Window air conditioners.
9. Vents and air intakes.
10. Composters.
11. Utility sheds.
12. Landscaping in exclusive use front yards.
13. Exterior light fixtures.
14. Municipal address numbers.
15. Mailboxes.
16. Storm/screen doors.
17. Keyless entry pads for garage door openers.

18. Sealing of driveways.
19. Eavestrough downspout extensions.
20. Seasonal decorations.
21. Flags.
22. End unit windows.
23. Chimneys.
24. Physical aids for the disabled.

ARTICLE IV TERMS AND CONDITIONS

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

1. The modification shall comply with all plans, drawings, specifications, colours and/or other requirements as may be approved in writing by the Board or as may be set forth in the By-laws, Rules or Policies of the Corporation. Furthermore, prior to proceeding with the modification, the owner shall obtain and provide to the Corporation such permits and professional certificates as may be requested in writing by the Board.
2. All modifications shall comply with all municipal, provincial and federal legislation, including all municipal By-laws and building regulations. The owner shall investigate and determine all occupational health and safety requirements that apply to any work related to the modification (including work related to installation, repair or maintenance of the modification) and shall ensure that all of those requirements are met.
3. The modification shall be maintained and repaired in a good and safe condition by the owner at the owner's sole expense. The Corporation shall not be responsible to maintain or repair the modification, nor shall the Corporation be responsible to obtain any insurance with respect to the modification. The modification shall be at the sole risk and expense of the owner and the modification shall be owned by the owner.
4. In the event that the owner fails to maintain or repair the modification as required herein, the Corporation may, at its option and after notifying the owner and affording the owner a reasonable opportunity to effect such maintenance or repair, carry out such maintenance or repair and all costs and expenses incurred by the Corporation in arranging and carrying out the maintenance or repair shall be payable to the Corporation by the owner and shall be collectible in accordance with Article IV(7) hereof.
5. The owner shall obtain insurance against any and all risks of damage or harm to persons or property or any other liability which may arise in connection with the modification. The owner shall provide to the Corporation proof satisfactory to the Corporation that such insurance is in place within a reasonable period of time following any request by the Corporation for such proof.
6. The owner shall fully and completely indemnify and save harmless the Corporation from and against any and all loss, costs, expenses, claims or damages, of whatever kind and however arising, as a result of a breach of any of these terms and conditions, or otherwise relating to the modification, including any claims against the Corporation for damages resulting from, caused by, or associated with the modification. Without limiting the generality of the foregoing, the owner shall be responsible for all costs and expenses incurred in order to remove the

modification to afford the Corporation access to any portion of the property (for the purposes of carrying out repair or maintenance, or for any other reason) as well as reinstatement of the modification (if desired), and the Corporation shall have no obligation for any damage which may be caused to the modification as a result of any such required access.

7. Any amounts owing to the Corporation by the owner as a result of these terms and conditions shall be added to the owner's common expenses and shall be collectible against the owner, together with all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collections of the amount, in the same manner as common expenses, including by way of Condominium lien in accordance with the *Condominium Act*.
8. In addition to any other rights and remedies available to the Corporation hereunder or otherwise, in the event that the owner contravenes any of the within terms and conditions, the Corporation shall be entitled, upon ten days written notice to the owner, to remove the modification and to restore the common elements to their previous condition. All costs and expenses associated with such removal and restoration shall be the responsibility of the owner and shall be payable by the owner to the Corporation, and collectible in accordance with Article IV(7) hereof.
9. The modification shall be carried out at the sole risk and expense of the owner.
10. Any notice required hereunder may be delivered as set out in the by-laws of the corporation.
11. All of these terms and conditions shall be binding upon the successors, assigns and transferees of the owner.
12. Except where otherwise indicated, all of these terms and conditions shall similarly apply to any modification(s) carried out prior to the enactment of this by-law.

NOTES:

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

ARTICLE V ACKNOWLEDGEMENT

Any owner wishing to carry out a Modification after May 5, 2001 shall sign an Acknowledgement in the form attached as Schedule "1" before the Modification is made. The Acknowledgement shall be held by the Corporation in the owner's unit file and the Corporation shall attach a copy of the Acknowledgement to any status certificate issued regarding the unit.

ARTICLE VI PREVIOUS BY-LAWS

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

**ARTICLE VII
MISCELLANEOUS**

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

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

Original Dated: the 31ST day of May, 2002.

SCHEDULE "1"
Acknowledgement Respecting Modification to Common Elements

TO: **CARLETON CONDOMINIUM CORPORATION NO. 90** ("the Corporation")

FROM: _____
(please print name(s)) ("the Owner")

WHEREAS:

1. The Owner is the registered owner of Unit _____, Level 1, Carleton Condominium Plan No. 90.
2. Please choose one of the following [delete all that do not apply]:
 - (a) The Owner is not a spouse.
 - (b) The Owners are spouses of one another.
 - (c) The Owner is a spouse. The person consenting below is the Owner's spouse.
3. The Owner wishes to carry out the following modification to the common elements:

(please print) ("the Modification")

4. The Modification is item number(s) _____ in Article III of By-Law No. 12 of the Corporation.
5. (If appropriate, add:) Additional detail respecting the modification is contained in the drawings and/or specifications attached as Appendix "1".

NOW THEREFORE:

The Owner acknowledges that the Owner is bound by all of the terms and conditions listed in Article IV of the Corporation's By-law No. 12 and that the said terms and conditions constitute an agreement between the Corporation and the Owner as stated in that By-law. The Owner also agrees to comply with all other By-laws and Rules of the Corporation that apply to the Modification.

DATE: _____

CARLETON CONDOMINIUM CORPORATION NO. 90

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation

Witness

Owner

Witness

Owner

Witness

Spouse (where required)