

FOR OFFICE USE ONLY

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 22 pages
(3) Property Identifier(s) Block 15829-0001 to 15829-0560 incl.		Property Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document Condominium Bylaw No. 1 (Condominium Act 1998)		
(5) Consideration Two dollars		Dollars \$ 2.00
(6) Description All Units and Common Elements comprising the property included in Ottawa-Carleton Standard Condominium Plan No. 829 together with their appurtenant common interests City of Ottawa Land Titles Division of the Ottawa Registry Office (No. 4)		
(7) This Document Contains		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>
		(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

cc 1069228  
JAN 14 2010 / 030  
CERTIFICATE OF RECEIPT  
CERTIFICATE OF RECEIPT  
OTTAWA-CARLETON

New Property Identifiers Additional: See Schedule ☐

Executions Additional: See Schedule ☐

This Document provides as follows:

Continued on Schedule ☐

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

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 829 We have the authority to bind the corporation	Per: Name: David Wex Title: President	2009 12 24
	Per: Name: Taya Cavanagh Title: Secretary	2009 12 24

(11) Address for Service c/o 225 Metcalfe Street, Suite 708, Ottawa, Ontario. K2P 1P9

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property Multiple	(15) Document Prepared by: Mark Karoly Harris, Sheaffer LLP Suite 610 - 4100 Yonge Street Toronto, Ontario M2P 2B5 091081	FOR OFFICE USE ONLY	Fees and Tax	
			Registration Fee	
			Total	

*Condominium Act, 1998*

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

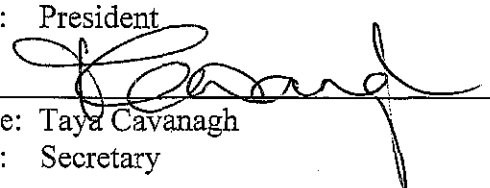
Ottawa-Carleton Standard Condominium Corporation No. 829 (known as the "**Corporation**") certifies that:

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

DATED this 24<sup>th</sup> day of December, 2009.

**OTTAWA-CARLETON STANDARD  
CONDOMINIUM CORPORATION NO. 829**

Per:   
Name: David Wex  
Title: President

Per:   
Name: Taya Cavanagh  
Title: Secretary

We have the authority to bind the Corporation.

**SCHEDULE "A"**

**OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 829**

**BY-LAW NO. ONE**

**BE IT ENACTED** as a by-law of Ottawa-Carleton Standard Condominium Corporation No. 829 (hereinafter referred to as the "**Corporation**") as follows:

**ARTICLE I - DEFINITIONS**

- 1.1 In addition to those words, terms and/or phrases specifically defined in this by-law, the words, terms and/or phrases used herein which are defined in the *Condominium Act, 1998, S.O. 1998, C.19* as amended and the regulations made thereunder (hereinafter referred to as the "**Act**") and in the declaration of the Corporation (hereinafter referred to as the "**Declaration**") shall have ascribed to them the meanings set out in the Act or the Declaration, unless the context requires otherwise.

**ARTICLE II - SEAL**

- 2.1 The corporate seal of the Corporation shall be in the form impressed hereon. Notwithstanding that the Corporation has a seal, any document that would otherwise require a seal need not be executed under seal, provided the statement "I/We have the authority to bind the Corporation" is noted below the signature(s) of the person(s) duly authorized to sign the document and such a document has the same effect for all purposes as if executed under seal.

**ARTICLE III - RECORDS**

- 3.1 The Corporation shall keep and maintain all records required by section 55 of the Act, including the following records (hereinafter called the "**Records**"):
- (a) the financial records of the Corporation for at least six (6) years from the end of the last fiscal period to which they relate;
  - (b) a minute book containing the minutes of owners' meetings and the minutes of board meetings;
  - (c) a copy of the registered Declaration, registered by-laws and current rules;
  - (d) a copy of all applications made under section 109 of the Act to amend the Declaration, if applicable;
  - (e) the seal of the Corporation;
  - (f) copies of all agreements entered into by the Corporation or by the Declarant or the Declarant's representatives on behalf of the Corporation, including all management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to Section 98 of the Act;
  - (g) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
  - (h) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
  - (i) the names and addresses for service of each owner and mortgagee that the Corporation receives, in writing, from owners and mortgagees in accordance with subsection 47(1) of the Act;
  - (j) all written notices received by the Corporation from owners that their respective units have been leased together with the lessee's name, the owner's address, a

copy of the lease or renewal or a summary of same, pursuant to subsection 83(1) of the Act;

- (k) all written notices received by the Corporation from owners that a lease of the owner's unit has terminated and has not been renewed pursuant to subsection 83(2) of the Act;
- (l) all records that the Corporation has related to the units or to employees of the Corporation;
- (m) all existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;
- (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (o) the as-built specifications indicating all substantive changes, if any, from the original specifications;
- (p) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communication services;
- (q) all other existing plans and information that are relevant to the repair or maintenance of the property;
- (r) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act* an executed copy of Form 3 prescribed by section 37 of Ontario Regulation 49/01 and a copy of all final reports on inspections that the Ontario New Home Warranty Program requires to be carried out on the common elements;
- (s) a table that the Declarant has delivered pursuant to clause 43(5)(g) of the Act setting out the responsibilities for repair after damage and maintenance, and indicating whether the Corporation or the owners are responsible;
- (t) a copy of the schedule that the Declarant has delivered pursuant to clause 43(5)(h) of the Act, setting out what constitutes a standard unit for each class of unit that the Declarant specifies, for the purpose of determining the responsibility for repairing improvements after damage and insuring them;
- (u) all reserve fund studies and all plans to increase the reserve fund;
- (v) a copy of the most current disclosure statement delivered by the Declarant to a purchaser prior the turnover meeting;
- (w) a copy of the written technical audit report received by the Corporation;
- (x) a copy of any order appointing an inspector or administrator, if applicable, pursuant to section 130 or 131 of the Act, together with any report that the Corporation receives from an inspector in accordance with subsection 130(4) of the Act;
- (y) a copy of all status certificates issued within the previous ten (10) years;
- (z) a copy of all notices of meetings sent by or on behalf of the Corporation within the previous ten (10) years;
- (aa) all proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized;
- (bb) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;

- (cc) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in clause 55(4)(b) of the Act], together with copies of all outstanding judgements against the Corporation [as contemplated in clause 76(1)(h) of the Act];
- (dd) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements;
- (ee) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby; and
- (ff) all other records as may be prescribed or specified in any other by-laws of the Corporation, together with copies of all other materials received by the Corporation that the regulations to the Act may hereafter require the Declarant to deliver on or shortly after the turnover meeting [as contemplated in clause 43(5)(m) of the Act].

#### **ARTICLE IV - THE CORPORATION**

##### **4.1 Duties of the Corporation**

The duties of the Corporation shall include, but shall not be limited to the following:

- (a) the operation, care, upkeep, maintenance and repair of the common elements and repair of units when an owner fails to repair as provided for in the Act and in the Declaration;
- (b) the collection of contributions toward common expenses from the owners;
- (c) the arranging for the supply of all requisite utility services to the common elements and units (unless separately metered) except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;
- (d) the obtaining and maintaining of insurance for the property as may be required by the Act, the Declaration or the By-laws;
- (e) the retention of legal counsel to prepare, register and discharge, following payment, certificates of lien for arrears of payment of common expenses;
- (f) the preparation and delivery of status certificates as required by the Act;
- (g) the preparation of a yearly budget;
- (h) the supervision of all public or private service companies which enter upon the common elements for the purpose of supplying, installing, replacing and servicing their systems;
- (i) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the board may deem reasonable;
- (j) the purchase and maintenance of insurance for the benefit of all directors and officers in respect of anything done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of any of such directors or officers incurred as a result of a contravention of any of the duties imposed upon him or her pursuant to the Act;

- (k) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article III hereof;
- (l) the calling and holding of meetings and the delivery of notices, as required;
- (m) the consistent and timely enforcement of the provisions of the Act, the Declaration, the By-laws and the rules of the Corporation; and
- (n) the establishing and maintaining of adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act.

#### 4.2 Powers of the Corporation

The powers of the Corporation shall include, but shall not be limited to the following:

- (a) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) the investment of reserve monies held by the Corporation in accordance with the Act;
- (c) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (d) entering into the following agreements as required from time to time:
  - (i) a management agreement with an individual or corporation to manage the affairs and assets of the corporation at such compensation and upon such terms as the board may determine in its sole discretion;
  - (ii) an insurance trust agreement with an insurance trustee as permitted by the Act at such compensation and upon such terms as the board may determine in its sole discretion;
  - (iii) an agreement required by the supplier of any utility or service to the Corporation upon such terms as the board may determine in its sole discretion; and
  - (iv) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the board;
- (e) the authority to object to assessments under the *Assessment Act* on behalf of owners if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses;
- (f) the borrowing of such amounts in any fiscal year as the board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a majority vote of the owners at a meeting duly called for that purpose or as required by the Act, provided however, the board may maintain over draft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without requiring the approval of the Owners;
- (g) leasing any part of the non-exclusive use common elements, or granting or transferring any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the common elements, and/or releasing and abandoning any appurtenant easement(s) or right(s)-of-way heretofore or hereafter granted to (or created in favour of) the Corporation, in respect of any servient tenement burdened or encumbered thereby, on the express

understanding that to the extent that subsection 21(1) of the Act requires a by-law to authorize such a lease, licence, easement or right of way, or such a release and abandonment of easement, then this by-law shall accordingly be deemed and construed for all such purposes to be (and constitute) the by-law providing the board with the requisite authority to enter into any such lease, licence, easement or right of way, or any such release and abandonment of easement, and any such lease, license, easement, right of way or release of easement may be executed on behalf of the Corporation by the authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto, and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any unit owner(s) thereto;

## **ARTICLE V - MEETINGS OF OWNERS**

### **5.1 Annual Meeting:**

The annual meeting of owners shall be held within six (6) months following the Corporation's fiscal year end at such place and on such day and time in each year as the board may from time to time determine for the purpose of receiving reports and statements required by the Act, the Declaration and By-laws of the Corporation, electing directors, appointing the auditor and fixing or authorizing the board to fix the auditor's remuneration, and for the transaction of such other business as may be set out in the notice of meeting.

### **5.2 The First Annual General Meeting:**

Pursuant to subsection 45(2) of the Act, the board shall hold the first annual general meeting of owners not more than three (3) months after the registration of the Declaration, and subsequently within six (6) months of the end of each fiscal year of the Corporation. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor shall be fixed by the owners (if the auditor is appointed by the owners), or fixed by the board (if authorized to do so by the owners, or if the auditor is appointed directly by the board). The Corporation shall then give notice in writing to an auditor of his or her appointment forthwith after such appointment is made.

### **5.3 Special Meetings:**

The board shall, upon receipt of a requisition in writing made by owners who together own not less than fifteen (15%) per cent of the units, call and hold a meeting of the owners within thirty-five (35) days of the receipt of the requisition or if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the requisitioned meeting to the agenda for the next annual general meeting. If the meeting is not called and held within thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting, which meeting shall be held within forty-five (45) days of the day on which the meeting is called. The board may at any time call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

### **5.4 Notices:**

At least fifteen (15) days written notice of every meeting specifying the place, the date, the hour and the nature of the business to be presented shall be given to the auditor of the Corporation and to each owner and mortgagee entitled to vote and entered on the record twenty (20) days before the date of the meeting in accordance with subsection 47(5) and 70(2) of the Act. The Corporation shall not be obligated to give notice to any Owner who has not notified the Corporation that he/she has become an Owner nor give notice to any mortgagee who has not notified the Corporation of his/her entitlement to vote and address for service.

### 5.5 Reports:

A copy of the financial statement and a copy of the auditors report shall be furnished to every owner and mortgagee entered on the record at least twenty (20) days before the date of any annual general meeting of Owners. A copy of the minutes of meetings of owners and of the board, shall be furnished to any owner or mortgagee who has requested same, within thirty (30) days of such request upon payment to the Corporation of a reasonable charge for labour and photocopying.

### 5.6 Persons Entitled to Be Present:

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Record, and any others entitled to vote thereat, the auditor of the Corporation, the directors and officers of the Corporation, a representative of the property manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and By-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the meeting.

### 5.7 Quorum:

At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) percent of the units are present in person or represented by proxy. If thirty minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall stand adjourned and if the meeting was an annual general meeting, the board shall call a further meeting of the owners in accordance with the Act.

### 5.8 Right to Vote:

Subject to the restrictions in paragraphs 5.11 and 5.13 of this Article V, every owner of a unit that has the right to vote in accordance with the Act shall be entitled to vote who is entered on the Record as an owner or has given notice to the Corporation, in a form satisfactory to the Chairperson of the meeting that he/she is an owner. If a unit has been mortgaged, and the person who mortgaged such unit (or his/her proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the owner to vote in respect of such unit and such mortgagee has, at least four (4) days before the date specified in the notice of meeting, notified the owner and the Corporation of his/her intention to exercise such right, such mortgagee shall be entitled to vote upon filing with the Secretary of the meeting sufficient proof of same. Any dispute over the right to vote shall be resolved by the chairperson of the meeting upon such evidence as the chairperson may deem sufficient. Each owner or mortgagee shall be entitled to only one (1) vote per unit.

### 5.9 Conduct of Meetings and Method of Voting:

At any meeting of owners, the president of the Corporation (or to whomever the president may delegate the responsibility) or failing him/her, the vice-president, or failing him/her, some other person appointed by the board or failing such appointment, such other person elected at the meeting shall act as chairperson of the meeting and the secretary of the Corporation shall act as secretary of the meeting or, failing him/her, the chairperson shall appoint a secretary. Any question shall be decided by a show of hands unless a poll is required by the chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of directors shall be by ballot only, other than in the case of acclamation. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the chairperson shall direct.



5.10 Representatives:

An estate trustee, committee of a mentally incompetent person, or the guardian or trustee of an owner or mortgagee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one estate trustee, committee, guardian or trustee, the provisions of paragraph 5.11 of this Article V shall apply.

5.11 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 may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, the majority of the owners of the unit shall decide how the vote is exercised.

5.12 Votes to Govern:

At all meetings of owners every question shall, unless otherwise required by the Act, Declaration or By-laws be decided by a majority of the votes duly cast on the question.

5.13 Entitlement to Vote:

Save and except in those instances where the Act provides or stipulates that the unanimous vote of all owners is required on any matter, issue, resolution or motion, an owner or mortgagee is not entitled to vote at any meeting if any common expenses or other monetary contributions that are payable in respect of the owner's or mortgagee's unit are in arrears for more than thirty (30) days prior to the meeting, provided however that such an owner or mortgagee may nevertheless vote if the Corporation receives payment, by way of a certified cheque, of all the arrears (and all other costs and expenses owing to the Corporation) before the meeting is held.

5.14 Proxies:

Every owner or mortgagee entitled to vote at any meeting of the owners may, by instrument in writing, appoint a proxy, who need not be an owner 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 owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his/her attorney authorized in writing, and shall be effective for a particular meeting only. The instrument appointing a proxy shall be deposited with the secretary prior to the start of the meeting.

5.15 Minutes:

While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Owners, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information:

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item, including a record of the mover, seconder (where necessary) and disposition of every motion made and vote held pursuant to the agenda;

- (g) a record of the mover, seconder (where necessary) and disposition of every other motion made at the meeting;
- (h) a record (by brief description only) of any matter raised or discussed in addition to agenda items;
- (i) adjournment of the meeting; and
- (j) certification of the Secretary and Chair of the meeting.

## **ARTICLE VI - BOARD OF DIRECTORS**

### **6.1 The Corporation:**

The affairs of the Corporation shall be managed by a board of directors.

### **6.2 Number of Directors and Quorum:**

The number of directors shall be three (3) of whom two (2) 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 18 or more years of age and need not be an owner of a unit in the Corporation. No undischarged, bankrupt or mentally incompetent person shall be a director and if a director becomes a bankrupt or mentally incompetent person, he thereupon ceases to be a director. A director immediately ceases to be a director if a certificate of lien has been registered against a unit owned by the director and the director does not obtain a discharge of the lien within ninety (90) days of the registration of the lien.

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

- (a) he/she consents in writing to act as a director before his/her election or appointment or within ten (10) days thereafter; or
- (b) he/she was present at the meeting when he/she 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 shall be elected in rotation and shall be eligible for re-election. At the turnover meeting held pursuant to Section 43 of the Act, one (1) director shall be elected to hold office for a term of one (1) year; one (1) director shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three (3) 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 owners called for that purpose, the director or directors receiving the greater number of votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.
- (b) If at least fifteen (15%) percent of the units are owner occupied (as defined in subsection 51(5) of the Act), no persons other than the owners of owner-occupied units may elect a person to one of the positions on the board. If fifteen (15%) percent of the units are owner-occupied at the turnover meeting, the position on the board to be elected by owners of owner-occupied units shall be the director elected for the one (1) year term and thereafter when that position becomes vacant (either because of resignation or the term has expired) the director for that

position shall be voted upon only by the owners of owner-occupied units. If at least fifteen (15%) percent of the units are not owner-occupied at the turnover meeting, but in any subsequent year more than fifteen (15%) percent of the units become owner-occupied, the position of a director whose terms expires in that year shall be designated the director to be elected by owners of owner-occupied units and thereafter when that position becomes vacant ( either because of resignation or the term has expired), the director for that position shall be voted upon only by the owner of owner-occupied units.

#### 6.6 Filling of Vacancies and Removal of Directors:

- (a) If a vacancy in the membership of the board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) 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 of the owners.
- (b) Where the number of directors is increased, the vacancies resulting from such increase shall be filled only by election at such meeting of the owners and the director(s) so elected shall not act until the by-law increasing the number of directors is registered.
- (c) When there is not a quorum of directors in office, the director(s) then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.
- (d) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners may elect, in accordance with the by-laws 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 provided the director elected by owners of owner-occupied units may only be removed by a vote of the owners of owner-occupied units in accordance with the Act.

#### 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 directors may determine, and the Secretary shall call meetings when authorized by them. Notice of any meeting so called shall be delivered personally, by prepaid mail, courier delivery or electronic communication to each director addressed to him at his latest address, entered on the Record of the Corporation not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting, or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

#### 6.8 Regular Meetings:

The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be given to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

#### 6.9 Teleconference:

A meeting of the board may be held or convened by way of teleconference, or any other form of communication system that allows all of the directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that all of the directors participating in a meeting held or convened by such means have consented thereto, and a director so participating in any such meeting held or convened by such means shall be deemed [for the purposes of subsection 35(5) of the Act and this

by-law] to be present at such meeting. The board may, by resolution signed by all the directors, provide their consent, in advance, to have meetings of the board conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the board by any director of a written notice revoking his or her consent to such resolution.

6.10 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 appointment of the directors of the first board provided a quorum of directors be present.

6.11 Conflict of Interest:

A director shall not be disqualified by reason of his office from contracting with the Corporation. Subject to the provisions of the Act, a director shall not by reason only of his office be accountable to the Corporation or to its owners for any profit or gain realized from a contract or transaction in which he has an interest, and such contract or transaction shall not be voidable by reason only of such interest, provided that the provisions in the Act relating to a declaration of interest have been followed.

6.12 Protection of Directors and Officers:

No director or officer of the Corporation shall be liable for the acts, neglect or default of any other director or officer or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his/her office or in relation thereto, unless the same shall happen through his/her own dishonest or fraudulent act or acts.

6.13 Indemnity of Directors and Officers:

Every director and officer of the Corporation and their respective heirs, estate trustees, successors, and other legal personal representatives shall at all times 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 him or her for or in respect of anything done, permitted to be done, or omitted to be done, by him or her, in respect of the execution of the duties of his or her office; and
- (b) all other costs, charges and expenses that such director or officer sustains or incurs in respect of the affairs of the Corporation;

excluding however all costs, charges and expenses incurred directly or indirectly as a result of such director's or officer's own dishonest or fraudulent act or acts, or through or by such director's or officer's gross negligence, recklessness, wilful blindness or intentional misconduct (with all of the liabilities and costs for which each director and officer shall be indemnified being hereinafter collectively referred to as the "Liabilities"), unless the Act or the by-laws of the Corporation provide otherwise, on the express understanding that:

- (i) no director or officer shall be indemnified by the Corporation in respect of any liabilities, costs, charges and/or expenses that he or she sustains or incurs arising from any action, suit or other proceeding in which such

director or officer is adjudged to be in breach of his or her duty to act honestly and in good faith;

- (ii) the Corporation is advised of any such action, suit or other proceeding (and of all liabilities, costs, charges and expenses in connection therewith) forthwith after the director or officer receives notice thereof or otherwise becomes aware of same; and
- (iii) the Corporation is given the right to join in the defense of any such action, suit or proceeding.

6.14 Insurance:

Subject to the limitations contained in the Act, the Corporation shall purchase and maintain such insurance for the benefit of the directors and officers as the board may from time to time determine.

6.15 Standard of Care: Every director and officer shall exercise the powers and discharge the duties of his or her office honestly and in good faith, and shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

6.16 Consent of Director at Meeting: A director who is present at a meeting of directors, or committee of directors, is deemed to have consented to any resolution passed at such meeting or to any action taken thereat, unless such director:

- (a) requests that his or her dissent is entered in the minutes of the meeting; or
- (b) delivers a written dissent to the secretary of the meeting before the meeting is terminated.

A director who votes for (or consents to) a resolution is not entitled to dissent under or pursuant to the foregoing provisions hereof.

6.17 Deemed Consent of a Director: A director who was not present at a meeting at which a resolution was passed or any action taken is deemed to have consented thereto unless within seven (7) days after becoming aware of the resolution, the director:

- (a) causes his or her dissent to be entered into (or annexed to) the minutes of the meeting; or
- (b) delivers a written dissent to the Corporation, personally or by registered mail.

6.18 Minutes:

While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Directors, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information:

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item including confirmation of the moving, seconding (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) confirmation of the moving, seconding (where necessary) and disposition of every other motion made at the meeting;

- (h) adjournment of the meeting; and
- (i) certification of the Secretary and Chair of the meeting.

## ARTICLE VII - OFFICERS

### 7.1 Elected President:

At the first meeting of the board, after each election of directors and whenever a vacancy in the office occurs, the board shall elect from among its members a President. Until such elections, the then incumbent (if a member of the board) shall hold office.

### 7.2 Other Elections and Appointments:

The board shall appoint or elect a secretary, a treasurer and such other officers as the board may determine, including one or more assistants to any such officers. The officers so elected may, but need not be, members of the board. One person may hold more than one office.

### 7.3 Term of Office:

The board may by resolution remove at its pleasure any officer of the Corporation.

### 7.4 President:

The President, shall, when present unless he/she has delegated the responsibility, preside at all meetings of the owners 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 his/her duties may be performed and his/her powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents, in order of seniority as determined by the board. 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 terms of employment and remuneration of the General Manager appointed by the board shall be settled from time to time by the board.

### 7.7 Secretary:

The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all other entitled thereto; he/she shall attend all meetings of the directors and owners and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings at such meetings; he/she shall be the custodian of all books, paper, 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.

7.8 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 disbursement of funds of the Corporation; he/she shall render to the board whenever required of him/her an account of all his/her transactions as Treasurer, and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.

7.9 Other Officers:

The duties of all other officers of the Corporation shall be as set out in the terms of their employment or as the board further declares. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.

7.10 Agents and Attorneys:

The board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

7.11 Committees

In order to assist the board in managing the affairs of the Corporation, the board may from time to time establish or constitute such advisor committees to advise and make recommendations to the board in connection with any activities undertaken (or under consideration) by the board, including those related to management, budgets, rules and/or any other matters related to the common elements or any facilities, services or amenities (or any portion thereof). The members of such committees shall be appointed by the board to hold office, and may be removed at any time by resolution of the board.

## **ARTICLE VIII - BANKING ARRANGEMENTS AND CONTRACTS**

8.1 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 or appoint 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 bank to do any act or thing on the Corporation's behalf to facilitate such banking business.

8.2 Execution of Instruments:

Subject to the provisions of the Act, and subject to the provisions of any other by-law(s) of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two directors of the Corporation. Any contract or obligation 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. The manager of the Corporation, any two members of the board, or the Corporation's solicitor, may execute a certificate of lien or discharge thereof. Subject to the provisions

of the Act and the Declaration, but notwithstanding any provisions to the contrary contained herein or in any other by-laws of the Corporation, 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, assignment, contract, cheque or obligation, or any class of deeds, transfers, assignments, contracts, cheques or obligations of the Corporation may or shall be signed.

### 8.3 No Seal

Despite anything contained in this by-law to the contrary, any document or instrument that would otherwise require a seal need not be executed under the seal of the Corporation, provided that same has been duly executed by the person or persons expressly authorized and empowered to execute same on behalf of the Corporation, nor shall any such document or instrument be duly witnessed, in order to be valid, effective and binding upon the Corporation, provided that the name of the signatory, his or her office in the Corporation, and the phrase "I/We have the authority to bind the Corporation" are clearly set out below the signature(s) of the person(s) expressly authorized and empowered to execute same on behalf of the Corporation, and any such duly executed document or instrument shall have the same validly and binding effect on the Corporation (for all purposes) as if same had been duly executed under the seal of the Corporation.

### 8.4 Execution of Status Certificates:

Status certificates may be signed by any officer or any director of the Corporation provided that the board may by resolution direct the manner in which, and the person by whom, such certificates may or shall be signed from time to time.

## ARTICLE IX - FINANCIAL YEAR END

### 9.1 Financial Year End:

The financial year end of the Corporation shall end on the last day of the month preceding the month in which the declaration and description creating the Corporation were registered, in each year, or on such other day as the board by resolution may determine.

## ARTICLE X - NOTICE

### 10.1 Method of Giving Notices

Except as otherwise specifically provided in the Act, the Declaration, this by-law, or any other by-law(s) of the Corporation hereafter enacted, any notice(s), communication(s) or other document(s), including budgets and notices of assessment required to be given, served or delivered shall be sufficiently given or served if given in accordance with the following provisions:

- (a) to an owner: [who has notified the Corporation in writing of his or her ownership interest in any unit, and of his or her name and address for service], by giving same to such owner (or to any director or officer of such owner, if the owner is a corporation) either:
  - (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such owner at the address for service given by such owner to the Corporation; or
  - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the owner agrees in writing that the party giving the notice may do so in this manner); or
  - (iii) delivered at the owner's unit or at the mail box for the owner's unit, unless:



- (A) the party giving the notice has received a written request from the owner that the notice not be given in this manner; or
  - (B) the address for service that appears in the Records is not the address of the unit of the owner.
- (b) to a mortgagee [who has notified the Corporation in writing of his or her interest as mortgagee in any unit, and of his or her name and address for service, and of his or her right under the terms of the mortgage to vote at a meeting of owners (or to consent in writing) in the place and stead of the mortgagor/ unit owner], by giving same to such mortgagee (or to any director or officer of such mortgagee, if the mortgagee is a corporation) either:
- (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; or
  - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the mortgagee agrees in writing that the party giving the notice may do so in this manner).
- (c) to the Corporation by giving same personally to any director or officer of the Corporation, or by courier or by registered mail, postage prepaid, addressed to the Corporation at its address for service as set out in the Declaration, or as changed in accordance with the requirements of the Act;

## 10.2 Receipt of Notice

If any notice is mailed as aforesaid, then such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission or by any other method of electronic communication, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered, telefaxed, or sent by any other method of electronic communication, as the case may be.

## 10.3 Omissions and Errors

Except as may otherwise be provided in accordance with the Act, 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 of owners or directors held pursuant to such notice or otherwise founded thereon.

# ARTICLE XI - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

## 11.1 Duties of the Board:

All expenses, charges and costs of maintenance 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, which shall include provision for a reserve fund as required by the Act. 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 and mortgagees entered in the Record.

### 11.2 Owner's Obligations:

Each owner shall pay to the Corporation the amount of such assessment in equal monthly payments on the first day of each and every month next following notice of such assessment by way of twelve (12) postdated cheques or execution of pre-authorized payment plan, until such time as a new assessment has been provided to such owner.

### 11.3 Extraordinary Expenditures:

In addition to the annual assessment, 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 by the board serving notice of such assessment on all owners, as an additional common expense. The notice shall include a written statement setting out the reasons for the assessment. The assessment shall be payable by each owner within ten (10) days after the delivery thereof to him, or within such further period of time or in such installments as the board may determine.

### 11.4 Default in Payment of Assessment:

- (a) Arrears of payments required to be made under the provisions of this article shall bear interest at a rate determined by the board from time to time and in default of such determination shall bear interest at the rate of eighteen (18%) per cent per annum and shall be compounded monthly until paid.
- (b) 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/her for a period of fifteen (15) days, the board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount due all costs of such solicitor as between a solicitor and his/her own client and such costs may be collectible against the defaulting owner in the same manner as common expenses.
- (c) 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 has requested that such notices be sent to him/her.

## **ARTICLE XII - LIABILITY FOR COSTS**

### 12.1 Abatement and Restraint of Violations by Unit Owners and Liability for Costs:

The owner of a unit is responsible for any cost incurred to repair:

- (a) damage to the common elements or other units that may have been caused by either the Owner's use or his/her residents or their visitors use of same; and
- (b) damage to the common elements that has been caused by the deliberate or negligent conduct of any owner, resident or their invited guests.

In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the unit owner, or where an owner requests to repair a common element him/herself, the board of directors shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved.

### 12.2 Additional Rights of Corporation:

The violation of any provisions of the Act, the Declaration, the By-laws, and/or the rules adopted by the board of directors, shall give the board the right, in addition to any other rights set forth in these by-laws:

- (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any

structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board shall not thereby be deemed guilty in any manner of trespass; or

- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance by implementing such proceedings as provided for in Part IX of the Act.

#### 12.3 Insurance Deductible:

Pursuant to subsections 105(2) and (3) of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, then the portion of any loss that is excluded from coverage shall be deemed a common expense, provided however that if an owner, tenant or any other person residing in the owner's unit with the permission or knowledge of the owner, by or through any act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit, together with all costs and expenses incurred by the Corporation (either directly or indirectly) in resolving such claim and/or having such damage fully rectified (including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a solicitor and client basis), and shall be recoverable from such owner in the same manner (and upon the same terms) as unpaid common expenses.

### ARTICLE XIII - PROCEDURES FOR MEDIATING DISPUTES

#### 13.1 Mediation Procedures

For the purposes of complying with sections 125 and 132 of the Act (if and where applicable), the procedure with respect to the mediation of disputes or disagreements between the Corporation and any owner(s) shall be conducted in accordance with the rules of procedure for the conduct of mediation attached hereto as Appendix "A".

### ARTICLE XIV - MISCELLANEOUS

#### 14.1 Invalidity:

The invalidity of any part of this by-law shall not impair or affect in any manner the validity, 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, and vice versa.

#### 14.3 Waiver:

No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

#### 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.

14.5 Alterations:

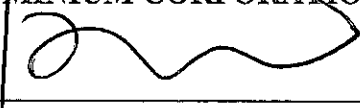
This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

14.6 Conflicts:

In the case of a conflict between the provisions of the Act and any provision in the Declaration, By-laws or Rules, the Act shall prevail. In the case of a conflict between the provisions in the Declaration and any provision in the By-laws or Rules, the Declaration shall prevail. In the event the provisions of the Act or in the Declaration are silent the provisions of the By-laws shall prevail.

DATED at Toronto, this 24<sup>th</sup> day of December, 2009.

**OTTAWA-CARLETON STANDARD  
CONDOMINIUM CORPORATION NO. 829**

Per:   
Name: David Wex  
Title: President

Per:   
Name: Taya Cavanagh  
Title: Secretary

We have the authority to bind the Corporation.

## APPENDIX "A" TO BY-LAW #1

### ARTICLE 1 - PRE-MEDIATION PROCEEDINGS

Prior to submitting a dispute on any question or matter to a mediator appointed by the parties in accordance with Section 132 of the *Condominium Act, 1998* as set forth below, and within fourteen (14) days of the dispute first arising, the unit owner (or unit owners) and the board of directors shall meet on at least one occasion, and shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at such meeting and, if the parties are able to agree upon the selection of a neutral person who may be and include the Corporation's property manager and/or a highly regarded member of the community, the meeting shall include such neutral person(s), all acting with a view to securing a resolution of the question or matter in dispute without further proceedings, including the conduct of mediation with the assistance of an outside mediator.

If one of the parties to the question or matter in dispute is unable or unwilling to participate in the initial meeting described in the preceding paragraph, then either party to the dispute may within 5 business days give written notice to the other that it is submitting the question or matter in dispute to the mediation and arbitration procedures set forth below.

If the parties, having met and used their best efforts to resolve the question or matter in dispute through good faith negotiation, have been unable to resolve the question or matter in dispute, then either party may, thereafter, give notice to the other that it is submitting the question or matter in dispute to mediation.

### ARTICLE 2 - MEDIATION

Within 30 days following the giving of notice by one party to the other party or parties as set forth above, the question or matter in dispute shall be settled, initially, by mediation proceedings in accordance with Section 132 of the *Condominium Act, 1998*.

#### **Selection and Role of the Mediator:**

The party serving notice of mediation shall set forth in the notice to the other party the names, qualification and experience of two or more mediators from whom the other party may select one, or alternatively, may furnish to the first party its own list of two or more persons qualified to act as a mediator, and within 7 days thereafter, the parties shall communicate directly with one another to select a mediator. If the parties are unable to agree upon the selection of a mediator within 7 days, or within such longer period of time as may be agreeable to the parties, then the parties shall apply to the Ontario Court of Justice, whose decision in the appointment of a qualified mediator for this purpose shall be final and binding upon the parties.

The mediator selected by the parties or, failing their agreement, appointed by the Ontario Court of Justice, shall not have had any current or past relationship of any kind with any of the parties that might otherwise give rise to justifiable doubts as to his or her impartiality or independence in assuming a neutral role as a mediator to assist the parties in the resolution of their dispute.

The mediator's role is to assist the parties to negotiate a resolution of their dispute. The mediator will not make decisions for the parties about how the matter should or must be resolved.

#### **Party Confidentiality:**

The parties to the question or matter in dispute acknowledge that mediation is a confidential settlement process, and that they are participating in the process with the understanding that anything discussed in the mediation cannot be used in any other proceeding.

#### **Pre-mediation information:**

Each of the parties shall provide to the mediator a brief description of the dispute in writing in order to facilitate a more complete understanding of the controversy and the issues to be mediated not less than two (2) days prior to the first mediation session, which date the mediator shall have authority to establish at the earliest possible and convenient date to the parties.

**Authority to Settle:**

The parties or those representing them at the mediation shall have full, unqualified authority to settle the controversy.

**Mediator Confidentiality:**

The mediator shall not disclose to anyone who is not a party to the mediation anything said or any materials submitted to the mediator except when ordered to do so by judicial authority or where required to do so by law.

**Legal Representation:**

The parties may seek legal representation or advice prior to or during the mediation. They may have lawyers present at the mediation, if they so desire. If the mediator selected by the parties is a qualified lawyer, he or she will not provide legal representation or legal advice to any party at any time, and the mediator has no duty to assert or protect the legal rights and responsibilities of any party, or to raise any issue not raised by the parties themselves, or to determine who should participate in the meditation.

**Right to Withdraw:**

In accordance with Section 132 of the *Condominium Act, 1998*, it is mandatory that each party to the dispute attend the initial mediation session. Prior to such attendance, each party shall provide the mediator with a brief description of the dispute in writing. Subject to the foregoing requirements, each party shall be entitled to withdraw at and from the initial mediation session.

**Costs of the Mediation:**

In accordance with Section 132 of the *Condominium Act, 1998*, each party shall pay the share of the mediator's fees and expenses that the settlement specifies, if a settlement is obtained, or the mediator specifies in the notice stating that the mediation has failed, if the mediation fails.

**Notice and Report:**

In the event that the parties are unable, with the assistance of the mediator, to settle their dispute, the mediator shall deliver a notice to the parties stating that the mediation has failed, and the parties shall thereafter resolve their dispute by arbitration under the *Arbitration Act, 1991* and in the manner set forth below.

**Settlement:**

In accordance with Section 132 of the *Condominium Act, 1998*, upon obtaining a settlement between the parties with respect to the disagreement submitted to mediation, the mediator shall make a written report of the settlement which shall form part of the agreement or matter that was the subject of the mediation.

FOR OFFICE USE ONLY

Fee 1069238  
JAN 14 2010 10:35  
CERTIFICATE OF RECEIPT  
CERTIFICATE BY REC'D 1553  
OTTAWA-CARLETON (4)

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 16 pages
(3) Property Identifier(s) 15829-0001 to 15829-0560 incl.		Block Property Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document Condominium Bylaw No. 2 (Condominium Act 1998)		
(5) Consideration Two dollars Dollars \$ 2.00		
(6) Description All Units and Common Elements comprising the property included in Ottawa-Carleton Standard Condominium Plan No. 829 together with their appurtenant common interests City of Ottawa Land Titles Division of the Ottawa Registry Office (No. 4)		
(7) This Document Contains	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

This Document provides as follows:

Continued on Schedule ☐

(9) This Document relates to instrument number(s)		
(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D		
OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 829 We have the authority to bind the corporation Per: David Wex Title: President 2009 12 24		
Per: Taya Cavanagh Title: Secretary 2009 12 24		
(11) Address for Service c/o 225 Metcalfe Street, Suite 708, Ottawa, Ontario. K2P 1P9		
(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D		
Address for Service		
(14) Municipal Address of Property Multiple		
(15) Document Prepared by: Mark Karoly Harris, Sheaffer LLP Suite 610 - 4100 Yonge Street Toronto, Ontario M2P 2B5 091081		
Fees and Tax		
Registration Fee		
Total		

FOR OFFICE USE ONLY

*Condominium Act, 1998*

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

Ottawa-Carleton Standard Condominium Corporation No. 829 (known as the "**Corporation**")  
certifies that:

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

DATED this 24<sup>th</sup> day of December, 2009.

**OTTAWA-CARLETON STANDARD  
CONDOMINIUM CORPORATION NO. 829**

Per: \_\_\_\_\_

Name: David Wex

Title: President

Per: \_\_\_\_\_

Name: Taya Cavanagh

Title: Secretary

We have the authority to bind the Corporation.



~~OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 829~~

**BY-LAW NO. 2**

A By-law respecting the Shared Facilities Agreement to be entered into between Ottawa-Carleton Standard Condominium Corporation No. 829 (the "**Corporation**") and Ambassador Realty Inc. ("**Ambassador**").

**WHEREAS** the Corporation and Ambassador have agreed to enter into an agreement for the purposes of providing for the mutual use, maintenance, repair, replacements, governance and cost-sharing of various facilities which will serve and benefit the Corporation and Ambassador (the "**Shared Facilities Agreement**");

**BE IT ENACTED** as a By-law of Ottawa-Carleton Standard Condominium Corporation No. 829 as follows:

1. The Corporation enter into the Shared Facilities Agreement with Ambassador having substantially the same form and content as the draft agreement annexed hereto as Schedule "A".
2. All of the terms, provisions and conditions contained in the Shared Facilities Agreement are hereby authorized, ratified, sanctioned and confirmed.
3. The President or Secretary of the Corporation be and is hereby authorized to execute on behalf of the Corporation, the Shared Facilities Agreement, together with all other documents as may be necessary to more effectively carry out the intent of this By-law.

The foregoing By-law is hereby enacted as By-law No. 2 of the Corporation.

**DATED** at Toronto, this 24<sup>th</sup> day of December, 2009.

**OTTAWA-CARLETON STANDARD  
CONDOMINIUM CORPORATION NO. 829**

Per: \_\_\_\_\_

Name: David Wex

Title: Vice-President

Per: \_\_\_\_\_

Name: Taya Cavanagh

Title: Secretary

We have authority to bind the corporation.

## SHARED FACILITIES AGREEMENT

THIS AGREEMENT made this      day of January, 2010.

**B E T W E E N:**

**OTTAWA-CARLETON      STANDARD      CONDOMINIUM**  
**CORPORATION NO. 829** a condominium corporation created by the registration of a declaration and description on the 23rd day of December, 2009 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Instrument No. OC1065088.

(the "Condominium Corporation")

-and-

**AMBASSADOR REALTY INC.** a corporation incorporated under the laws of the Province of Ontario;

("Ambassador")

**WHEREAS** the Condominium Corporation has been created in respect of the residential portion of the building constructed on the north side of Gloucester Street, the west side of Bank Street and the south side of Laurier Avenue in the City of Ottawa;

**AND WHEREAS** Ambassador is the owner of the freehold commercial component of the Building (as such term is hereinafter defined) located on floors 1 through 5, inclusive of the Building;

**AND WHEREAS** the parties have entered into this Agreement for the purposes of providing for the mutual use, maintenance, repair, replacement and cost-sharing of certain Shared Facilities, Easements and Shared Services which will serve and benefit the parties hereto (which terms shall be defined herein);

**IN CONSIDERATION OF** the mutual covenants herein contained, and for other good and valuable consideration and the sum of Ten Dollars (\$10.00) now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree each with the others as follows:

### I. DEFINITIONS

1. In this Agreement, unless a contrary intention is expressed, the following terms shall have the following meanings:
  - a) "Acceptable Standards" shall mean:
    - i) with respect to any equipment, device, apparatus or system: efficient and safe operating capability for its intended purpose(s) in accordance with the standards specified by its manufacturer(s)/supplier(s) and prescribed by all applicable laws, regulations and by-laws;
    - ii) with respect to any landscaped/grassed area: appearing to be properly cultivated/tended, suitable for its intended purpose(s) and in compliance with all applicable laws, regulations and by-laws;
    - iii) with respect to any structural or other non-operating element, part or component: good repair, having regard to the standards maintained by a prudent owner of a comparable building of comparable age;
  - b) "Act" shall mean the *Condominium Act, 1998*, S.O. 1998, as amended, together with any successor legislation intended to replace or supersede same;

- c) **"Agreement"** shall mean this agreement and all schedules attached to this agreement, in each case as the same may be amended, supplemented or replaced from time to time;
- d) **"Allocated Share"**, with respect to an Owner, shall mean the parts of the Shared Costs of the Shared Services to be borne by that Owner pursuant to Article VIII of this Agreement;
- e) **"Arbitration"** shall mean arbitration in accordance with Article XV of this Agreement;
- f) **"Building"** means the Commercial Component and Residential Component taken collectively;
- g) **"Business Day"** shall mean any day, other than a Saturday, Sunday or statutory holiday in the City of Ottawa;
- h) **"Commercial Component"** means that portion of the Building erected on the Commercial Lands;
- i) **"Commercial Lands"** shall mean part of Lot 1, west side of Bank Street, part of Lot 33, north side of Gloucester Street and part of Lots 33 and 34, south side of Laurier Avenue, Plan 2956, designated as Parts 2, 3, 4 and 5 on Reference Plan 4R-24051, City of Ottawa;
- j) **"Common Foundation"** means the foundation structure for the Building on the Lands which includes:
  - i) the external walls and all supporting walls, pillars, columns and footings;
  - ii) any wall or other vertical or horizontal structure (including chain-link fencing) on or adjacent to any border between the Commercial Component and the Residential Component and so located either as a demarcation of such border or to support parts of the structure of the Building or equipment servicing the Building, including side and cross beams;
  - iii) all floors and roof slabs;
  - iv) waterproofing membranes;
  - v) any component of the Building necessary for the support of any part(s) of the Building;
- k) **"Condominium"** means Ottawa-Carleton Standard Condominium Plan No. 829;
- l) **"Easements"** means the easements referred to in Article IV hereof;
- m) **"Insurance Policies"** shall mean the policies or property and liability insurance and/or self-insurance maintained as contemplated in clauses IX(1)(a), (b) and (c) of this Agreement;
- n) **"Lands"** shall mean the Residential Lands and the Commercial Lands, collectively;
- o) **"Mondrian"** and/or **"Project"** and/or **"Mondrian Project"** shall mean the project consisting of the Residential Component and the Commercial Component, collectively;
- p) **"Owner"** shall mean the owners or group of owners holding title to the Residential Lands or the Commercial Lands, as the case may be, including their respective successors, in title, and **"Owners"** shall have a corresponding meaning as to all the Lands;

- q) **"Owners' Liaison Committee"** shall mean committee provided for in paragraph VIII(I);
- r) **"Relocated Easements"** shall have the meaning attributed thereto in paragraph IV(B)(1);
- s) **"Residential Component"** means that portion of the building erected on the Residential Lands;
- t) **"Residential Lands"** shall mean part of Lot 1 on the west side of Bank Street, part of Lots 33 and 34, south side of Laurier Avenue and part of Lot 33, north side of Gloucester Street, Plan 2996, designated as Part 1 on Reference Plan 4R-24051, City of Ottawa;
- u) **"Service Units"** shall mean the units designated as **"Service Units"** in the Declaration registered in connection with the Condominium;
- v) **"Servient Portion"** with respect to the Lands owned by an Owner or charged in favour of a mortgagee, shall mean the parts thereof subject to the Easements;
- w) **"Shared Costs"** shall mean the costs of providing the Shared Services, as provided in Article VII(1);
- x) **"Shared Facilities"** shall mean the facilities described as such in Article VI(1) of this Agreement;
- y) **"Shared Services"** shall mean the services for the Shared Facilities described in Article VI(3).

## II. RECITALS

1. The recitals hereinbefore set forth are true in substance and in fact.

## III. MONDRIAN PROJECT

### 1. Effect of Agreement

This agreement shall be and remain in full force and effect and be binding upon the signatories hereto.

## IV. EASEMENTS

### A. GENERAL AND TEMPORARY SUSPENSION

1. The lands comprising the Residential Component and the Commercial Component in this Agreement are subject to easements in favour of the Owner of the other, their respective successors and assigns in title and their respective occupants, servants, assignees, contractors, employees, invitees and licensees as set out on the registered title of the Lands.
2. The Owners, in exercising their rights under the Easements, shall act (and cause any other persons using the Easements to act) in a prudent and reasonable manner and in accordance with all applicable laws so as to minimize (insofar as is reasonably possible) the interference and inconvenience occasioned thereby to the respective Owner of the Lands which is subject to the Easement.
3. Each party shall have the right to partially obstruct (on a temporary basis only) an Easement (or alternatively, temporarily suspend the benefit of the Easement relating thereto) within its respective Lands, in order to maintain and/or repair any buildings, installations, structures and/or services that said party has a duty to maintain and repair, upon ten (10) days prior written notice of such partial obstruction or temporary suspension (as the case may be), being given to the benefiting Owner; providing that no notice need be given in cases of emergencies.

4. The temporary suspension of an Easement and/or the partial obstruction of an Easement shall be carried out in a reasonable and/or prudent manner so as to minimize the interference or inconvenience occasioned thereby to the benefiting Owners.

**B. RELOCATION OF EASEMENTS**

1. Each Owner shall have the unilateral right to relocate any of the Easements (which relocated easements and easement areas shall be hereinafter referred to as the "**Relocated Easements**") in order to re-align the Easement with the as-built location of any building, structure, facility and/or improvements intended to be used pursuant to the Easement or to rectify any encroachment of a building, structure, facility and/or improvement that was not intended to be part of the Easement, provided however that:
  - (i) any relocation of an Easement and/or amendment of an Easement does not diminish the benefit of the Easement to such an extent that it would no longer be adequate for the purposes intended;
  - (ii) the Owner requiring the Relocated Easement shall prepare a reference plan delineating the Relocated Easement Areas; and
  - (iii) the Owner requiring the Relocated Easement shall be responsible for procuring any and all consents, including those required from governmental authorities, required in connection with the relocation of the Easements, on the understanding that all necessary parties hereto shall co-operate with the Owner in satisfying any conditions imposed with respect thereto.
2. The parties hereto shall use their best efforts to procure any such releases and reconveyances as may be required from time to time in order to evidence and confirm the Relocated Easements, as hereinbefore contemplated, and shall execute any and all documentation and do and suffer any act necessary to give effect to same, and there shall be no additional consideration payable by the parties with respect to the aforesaid release and reconveyance of the relevant Easements, and the transfer, grant and conveyance of the Relocated Easements, provided that the preparation and registration of all of the aforesaid documentation shall be performed by the Owner requiring the Relocated Easement, all at its sole cost and expense including the reasonable legal expenses incurred by the other Owner related thereto.

**C. BENEFIT AND BURDEN**

1. The Condominium Corporation and Ambassador acknowledge to and covenant with each other that:
  - a) the principles of reciprocal benefit and burden shall apply and as such each of the easements, rights and privileges referred to in this Agreement establishes a basis for the mutual and reciprocal use of certain parts of the Lands including those parts of the Shared Facilities which are used and enjoyed by the Owners;
  - b) as an integral and material consideration for the continuing enjoyment of and right to the use and enjoyment by each Owner of such easements, benefits and privileges, each Owner hereby accepts and agrees to assume the burdens and obligations imposed on it and agrees to be bound by each and every covenant contained in this Agreement;
  - c) no Owner shall transfer title to in any part(s) of the Lands without obtaining from the grantee thereof a written covenant to be bound by this Agreement insofar as it relates to that part of the Lands so transferred so long as it is the owner of such Lands or in possession of such Lands or part thereof, including this paragraph and seeing to registration thereof on the title to such Lands or part thereof. The provisions of this paragraph shall not apply to the transfer of title to the Units in the Condominium.

2. The provisions of this Agreement are intended to run with the Lands benefited and burdened thereby, and shall be binding on and enure for the benefit of each respective successor in title thereto. Until a mortgagee, chargee or encumbrancer becomes an owner of the Service Units or goes into possession of the Service Units, it shall have no liability hereunder. If a person does become an owner of a Service Unit or goes into possession of the whole or any portion of the Service Unit and thereafter either conveys the such ownership portion of the Service Unit to a third party, which third party executes an agreement in favour of the co-tenant of the Service Unit covenanting to be bound by all of the terms and provisions of the Declaration and Shared Facilities Agreement, or goes out of possession of such portion of the Service Unit to which they are entitled (in the case of a mortgagee, chargee or other encumbrancer), in compliance with the provisions hereof, then such owner, mortgagee, chargee or encumbrancer shall thereafter have no further liability under the Declaration or this Agreement with respect to the Service Unit or part thereof so conveyed.
3. Upon sale, transfer or conveyance by any owner of any condominium unit within the Residential Component; such owner shall be automatically released and discharged **pro tanto** from any of the liabilities and obligations it would bear hereunder as the owner of such unit sold, transferred or conveyed, and it shall no longer be liable to any other owner for any breach of this Agreement caused or occurring subsequent to the date of such sale, transfer or conveyance relating to such unit; correspondingly, any subsequent purchaser of such unit shall assume **pro tanto** such liabilities and obligations insofar as the burden of such liabilities are capable of passing to such person by operation of law.
4. No Owner shall:
  - a) relocate, remove, replace, alter or damage any part of the Common Foundation or the soil, or any structure supporting same in any respect without the express written consent of the other Owner, which shall not be unreasonably withheld;
  - b) do nor omit to do anything to impair any right of support granted in this Agreement, or to render unstable or unsafe any structure(s), foundation(s), supporting column(s), footing(s), wall(s) or roof or floor slab(s) of the other Owner which are independent of the Lands and/or Building of another Owner for support.
5. No Owner shall exercise any right of replacement in such a way as to substantially expand the dimensions of the structure or component thereby replaced, or as to place any non-trivial burden or greater burden, physical, economic or otherwise, directly or indirectly, on the other Owner's Lands and/or Building, or as to cause the amount of the other Owner's Allocated Share to increase to any non-trivial extent, without another Owner's prior written consent, which shall not be unreasonably withheld if such expansion, burden or increase may be adequately compensated for monetarily without compromising what the other Owner fairly regards as its essential interests and said Owner legally binds itself to provide such compensation in the same manner as to payment (to the extent applicable) and enforcement as the payment of its own Allocated Share.
6. Ambassador shall not be permitted to construct any structure on the roof of the Commercial Component described as Part 5 on Plan 4R-24051 which is higher than the horizontal production of Level 5 of the Condominium without the prior consent of the Condominium Corporation, which consent will not be unreasonably withheld.

#### V. MAINTENANCE AND REPAIR

1. The Owners shall, in the manner contemplated by Articles VI, VII and VIII be responsible for governing and arranging for the maintenance, repair, restoration, reconstruction, replacement and inspection of the Shared Facilities to Acceptable Standards, and accordingly, in the manner contemplated in Articles VI and VII for engaging all requisite contractors, servicemen, suppliers and others required therefor.

2. No Declaration registered against the Lands or any part thereof under the Act shall permit the owner of any condominium unit to maintain or repair any part of the common elements comprised within the Shared Facilities.
3. The parties agree that the lighting in the garage portion of the Commercial Component that is visible from outside the Building shall be turned on at dusk on each day and shall be kept on until at least 1:00 a.m. on each day.

#### VI. **PROVISION OF SHARED SERVICES FOR THE SHARED FACILITIES**

1. The following shall be the Shared Facilities referred to in this Agreement for which the Shared Services shall be supplied:
  - a) those parts of the HVAC, electrical and mechanical systems, elevator systems, stairs, energy management system, water main service and pumps, sanitary drainage system, storm drainage system, roof drainage systems, water service, fire alarm and sprinkler system, telecommunications systems, and all other systems or services situate in the Building as set out in Schedule A located upon the common elements of the Condominium and/or within the Service Units and/or the Commercial Component, excluding any equipment (including connecting cables/conduits/ pipes) benefitting solely the Lands and/or Building of only one Owner and practicably distinguishable from Shared Facilities as set out in Schedule "A"; and
  - b) the physical and structural components as set out in Schedule "A";
  - c) the Service Units; and
  - d) garbage handling facilities.
2. The Shared Facilities shall be maintained, repaired, improved, altered and replaced by the Condominium Corporation and Ambassador jointly, as provided for in Articles V, VII, and VIII.
3. The Shared Services include, without restricting the generality of the foregoing:
  - a) maintenance and repair, including renovation or reconstruction as necessary, of the Shared Facilities to ensure that same are and will operate in accordance with Acceptable Standards;
  - b) obtaining of any professional services, consultants, opinions, reports and advice with respect to the Shared Facilities;
  - c) snow removal, if applicable; and
  - d) landscaping, if applicable.
4. All Shared Services shall be provided expeditiously in a good and workmanlike manner without unnecessary interference with the normal use of the Lands and/or Building thereby affected or with the benefit of the Easements appurtenant thereto, and where performed by contract with others the contract price shall be competitive except in an emergency in which time did not permit competitive selection.
5. The Owner of the Lands upon which Shared Facilities are located shall promptly notify the Owner of the other Lands of any maintenance, repair or other attention required of which it becomes aware.
6. Each Owner shall provide the other Owner in writing with the name(s) and telephone number(s) of its liaison personnel for the purposes of notification in case of emergency.

#### VII. **COST SHARING**

1. The Shared Costs shall be shared such that each Owner's Allocated Share shall be as follows:

- a) with respect to the operation, maintenance, repair and consumption of utilities for the Shared Facilities, in the percentages set out in Part 1 of Schedule "A"; and
  - b) with respect to the capital expenditures incurred with respect to capital repairs, replacements or reconstruction of the Shared Facilities to the extent not covered by insurance, in accordance with the percentages set out in Part 2 of Schedule "A";
2. The cost of any services necessitated by the wilful or negligent act or omission of any Owner or of any of its occupants, employees, agents, contractors, licensees or invitees shall be paid by that Owner and shall not included in the Allocated Costs.

#### VIII. **OWNERS' LIAISON COMMITTEE**

1. There shall be an Owners' Liaison Committee consisting of:
- (a) one (1) member appointed by Ambassador; and
  - (b) one (1) member appointed by the Condominium Corporation.

Each Owner shall also appoint an alternative member to fulfill the obligation of the appointed member when unavailable to ensure timely and full functionality of the Owners' Liaison Committee. All decisions of the Owners' Liaison Committee shall be unanimous.

2. The duties of the Owner's Liaison Committee shall be to discuss matters from time to time respecting the Shared Facilities requiring decision by the Owners if not otherwise provided for in this Agreement and, in particular, but without restricting the generality of the foregoing anticipated changes in the Shared Services and anticipated upgrades, repairs or replacements to the Shared Facilities for the purposes of making appropriate recommendations to the Owners for approval. The Owners' Liaison Committee shall settle upon a protocol from time to time regarding the arrangements for approving and effecting repairs or replacements to the Shared Facilities, for making changes to the Shared Services, and for funding such changes, repairs or replacements.
3. Any Owner may call a meeting of the Owners' Liaison Committee on at least five (5) Business Days written notice to the other Owners, and shall co-operate in arranging the time and place thereof as may be reasonable to accommodate the other Owners' members.
4. Any compensation or reimbursement paid to any member of the Owners' Liaison Committee shall be the sole responsibility of the Owner who has appointed that member.
5. Where a matter cannot be resolved through the Owners' respective representatives the matter shall be resolved by Arbitration.
6. Until such time as the Condominium Corporation has conducted a turnover meeting pursuant to Section 43 of the Act, the Declarant shall act on behalf of the Condominium Corporation and may appoint a representative on its behalf.
7. In the event that an Owner completes any repair, replacement or other work in an emergency when the Owners' Liaison Committee was not available or otherwise able to complete such repairs, or work, such Owner shall be entitled to be reimbursed to the extent of the other Owner's Allocated Share of such cost.

#### IX. **INSURANCE**

1. Each Owner, or the Owners together, shall cause to be taken out and maintained during the currency of its rights and obligations under this Agreement the following Insurance Policies with an insurance company or companies authorized to do business in Ontario and, in the case of the Condominium Corporation, in accordance with the Act and applicable condominium Declaration, for:



- a) its Component and all other insurable equipment belonging to the Owner and from time to time located in its Component against such risks and up to such limits and subject to such deductibles as would be obtained by a prudent owner of such Component, and in any event in an amount sufficient to prevent either Owner from being deemed to be a co-insurer;
  - b) comprehensive boiler, machinery and pressure vessel insurance in such amount and subject to such deductibles as would be normally maintained by a prudent operator of such Component, which insurance policies and those maintained by the Owner pursuant to clause (a) hereof shall contain a "joint loss agreement" between the property insurers and the boiler insurers; and
  - c) comprehensive public liability, including contractual liability on an occurrence basis against claims for personal or bodily injury, death or property damage suffered by others arising in connection with its Component, or out of the operations of the Owner or its tenants, in, on or about its Component indemnifying and insuring all Owners and their employees and all others for whom each of them is at law responsible in such amounts and to such extent as a prudent owner of such Component would, from time to time, carry. Such policies shall contain provisions for cross-liability and severability of interests, shall be primary and shall be fully exhausted before calling into contribution any insurance available to the other Owner and any additional insurance placed by the other Owner on its own behalf shall be in excess of the primary insurance required under this Article IX.
2. Each Owner shall ensure that each Insurance Policy shall name the other Owner as an insured as its interest may appear, shall contain a stated-amount co-insurance endorsement and loss payability provisions in favour of the Insurance Trustee contemplated by Article XI if and to the extent required by that Article.
  3. Each Owner shall deliver to the other Owner upon request, adequate proof of the existence of all of the Insurance Policies of the first-mentioned Owner.
  4. Each Insurance Policy of each Owner shall contain an agreement by the insurer to the effect that it will not cancel or alter or refuse to renew such policy prior to its expiration, whether by reason of non-payment of premium, non-fulfilment of condition or otherwise, except after sixty (60) days' prior written notice to the other Owner.

#### XI. INSURANCE TRUST AGREEMENT

1. Either Owner may require the other Owner to enter into an agreement (the "**Insurance Trust Agreement**") amongst the Owners from time to time and an insurance trustee (the "**Insurance Trustee**") which shall be a trust company authorized to carry on business as a trust company in Ontario, which agreement shall, without limiting its generality, provide the following:
  - (a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen (15%) percent of the replacement cost of the property covered by the insurance policy;
  - (b) the holding of such proceeds in trust and disbursement of same in order to satisfy the obligation of each Owner in accordance with Article XI.
  - (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
  - (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

All costs and expenses of negotiating, settling, executing, and implementing the Insurance Trust Agreement shall be the sole responsibility of the Condominium

Corporation, and the Condominium Corporation shall indemnify Ambassador for all such costs and expenses incurred by it in this regard, including its reasonable legal costs and expenses.

2. If all Owners agree not to rebuild in accordance with clause XI(3)(b), there shall be no requirement for the appointment of an Insurance Trustee and all insurance proceeds shall be paid to the respective Owners.

#### XI. **DAMAGE TO THE BUILDINGS**

1. If the Residential Component or the Commercial Component is damaged to the extent of less than 25%, its Owner shall rebuild, restore and repair its Component in accordance with this Agreement.
2. If major damage has occurred to one or more of the Residential Component and the Commercial Component, each Owner shall determine whether the damage extends to more than 25% of its Component and in default of agreement, such determination shall be made by Arbitration.
3. Where there has been a determination that one or more of the Residential Component and the Commercial Component have been damaged to an extent greater than 25%, and:
  - a) each such Owner has elected to rebuild, then each such Owner shall expeditiously rebuild, restore and repair its Component at its own expense in a good and workmanlike manner to Acceptable Standards to permit the other Owner and those authorized by it the intended benefit of the Easements;
  - b) all Owners have elected not to rebuild, the Owners need not rebuild either Building; or
  - c) one, but not both, of the Owners has elected not to rebuild, that Owner shall inform the other Owner of its election and shall nevertheless rebuild, repair and restore those portions of its Component to the extent necessary so as not to materially and adversely affect the use and enjoyment of the Easements by the other Owner and the repair and restoration by the other Owner's Component.
4. For the purposes of subsection 43(2) of the Act, in the event that any parts of the Lands become governed by the Act, the obligations created in this Article XI shall be deemed to be an encumbrance against each condominium unit and its appurtenant common interest created after the registration of the relevant condominium declaration and description.

#### XII. **CERTIFICATE OF COMPLIANCE**

1. Each Owner, at any time and from time to time during the term of this Agreement, within ten (10) days after written request by any person apparently having an interest in the Lands and the payment of a reasonable fee, shall execute, acknowledge and deliver to the requesting party a certificate stating:
  - a) that this Agreement is unmodified and in full force and effect, or if there has been any modification that this Agreement is in full force and effect, as modified, and describing the modification;
  - b) whether or not there is any existing default under this Agreement by any party of which it is aware and if there is any such default, specifying the nature and extent thereof;
  - c) whether or not an Owner has performed or caused to be performed, or is then performing or causing to be performed, any maintenance or other work not in the normal course of operation of its Component, the cost of which the Owner is or will be entitled to charge in whole or in part to the other Owner but has not yet so charged and, if there be any such maintenance or other work, specifying the nature and extent thereof;

- d) the current addresses to which notices given to the Owner are required to be delivered under Article XVII(l) of this Agreement;
- 2. Any certificate of compliance given pursuant to paragraph 1 may be pleaded and shall be a complete defence by the requesting party to any action brought on a claim that is inconsistent with the facts recited in the certificate.
- 3. The Declarant of the Condominium shall be entitled to a Certificate of Compliance for the initial sale of each condominium unit from Ambassador at no cost to the Declarant.

### XIII. DEFAULT

- 1. Any amounts not contributed by an Owner (the "Defaulting Owner") as required pursuant to this Agreement shall, until advanced, bear interest at the prime rate of the Royal Bank of Canada plus Eight Percent (8%) per annum calculated and compounded monthly on such amount as is from time to time unpaid, and until so paid, such amounts together with interest thereon as aforesaid shall, to the extent thereof, be and constitute a lien and charge in favour of the other Owner (the "Non-Defaulting Owner") against the Lands of the Defaulting Owner.
- 2. The Non-Defaulting Owner shall be entitled to file a caution, lien, or charge against title to the Defaulting Owner as permitted pursuant to the Land Titles Act or other applicable legislation.
- 3. for the purposes of Sections 43, 44, 45 and 46 of the Act, a lien against the Residential Component shall be deemed to be an encumbrance against each condominium unit within the Residential Component and its appurtenant common interest therein.
- 4. No conveyance or other divestiture of title shall in any way affect or diminish any lien arising pursuant to subparagraph 1 of this Article XIV, and any lien which would have arisen pursuant to subparagraph 1 of this Article XIV had there been no conveyance or divestiture of title shall not be defeated, or otherwise diminished or affected, by reason of such conveyance or divestiture of title.

### XIV. TERMINATION

- 1. The rights under this Agreement shall be incapable of termination other than by an instrument to that effect executed by all Owners and by any mortgagees of the Lands at that time.
- 2. Notwithstanding the termination of any rights under this Agreement, if at the time of such termination, any party shall be obligated to pay any sum of money pursuant to the provisions of this Agreement, such obligation shall not be extinguished until such sum of money, together with any interest accruing thereon, has been paid, and any lien securing the payment of such sum of money shall remain in force and effect and continue to secure the payment and any interest which shall accrue thereon.
- 3. If any part(s) of the Lands become governed by the Act and such government is subsequently terminated, the then Owner thereof will continue after such termination to be bound by the provisions of this Agreement, and will execute such further assurances as may be required to give effect to this Article XIV.

### XV. ARBITRATION

All disputes arising out of or in connection with this agreement, or in respect of any legal relationship associated with or derived from this agreement, shall be arbitrated and finally resolved, pursuant to the Simplified Arbitration Rules of the ADR Institute of Canada, Inc. or its successor (the "**Institute**"). The arbitration shall take place before a single arbitrator appointed by the Institute, shall be conducted entirely in the English language and shall take place in the City of Ottawa, Ontario.

XVI. **FORCE MAJEURE**

Notwithstanding any other provisions of the Agreement, whenever and to the extent that any Owner is unable to fulfil or is delayed or restricted in the fulfilment of any of its obligations (other than the payment of monies) under this Agreement by reason of any of the following impediments:

1. strike;
2. lockout;
3. war or acts of military authority;
4. rebellion or civil commotion;
5. material or labour shortage not within the control of such Owner;
6. fire, explosion;
7. flood, wind, water, earthquake or other casualty;
8. any applicable lawful statute, by-law, ordinance, regulation or order; or
9. acts of God,

not caused by the default, act, or omission by such Owner and not avoidable or surmountable by the exercise of reasonable effort or foresight by it, then so long as any such impediment exists, such Owner shall be temporarily relieved from the fulfilment of such obligation and the other Owners shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort thereby occasioned and, to the extent necessitated thereby, there shall be a postponement of any deadline, compliance with which would be otherwise adversely affected by such impediment, provided that at the expiration of such temporary relief, such Owner shall forthwith proceed with fulfilment of such obligation.

XVII. **GENERAL**

1. Any notice herein provided for or permitted to be given by any party under this Agreement shall be sufficiently given if delivered to an apparently responsible person at the following address given for such party (or at such replacement address as such party shall have notified any notifying part of in writing), or if five (5) Business Days have elapsed from the mailing thereof to such address by prepaid registered post in the City of Ottawa in the absence of any major interruption in postal service affecting the delivery/handling thereof:
 

a) Residential Condominium:	Management Office 324 Laurier Street West Ottawa, Ontario Attention: Property Manager
b) Ambassador:	Ambassador Realty Inc. Suite 200 185 Somerset Street West Ottawa, Ontario K2P 0J2 Attention: President
2. This Agreement shall be read and construed as the number and gender of the party or parties referred to in each case requires and as may otherwise be required by the context.
3. The parties hereto shall without unreasonable delay execute all further assurances, easement agreements or other documents necessary or required to carry out the intent of this Agreement.

4. Each of the parties to this Agreement shall have the right at all times to enforce the provisions of this Agreement in accordance with the terms thereof, notwithstanding any conduct or custom on the part of such party in refraining from so doing at any time or times.
5. The failure of any party to this Agreement at any time(s) to enforce any of its rights under the provision of this Agreement in strict accordance with the terms thereof, shall not be construed as having in any way established a custom contrary to such provisions, or as having in any way modified or waived such rights.
6. This Agreement shall be binding upon the parties hereto, and their respective successors and assigns.
7. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties hereby have duly executed this agreement as of the date first above written.

**OTTAWA-CARLETON STANDARD  
CONDOMINIUM CORPORATION NO. 829**

**AMBASSADOR REALTY INC.**

Per: \_\_\_\_\_  
Name: David Wex  
Title: President

Per: \_\_\_\_\_  
Name: Arthur Loeb  
Title: President

Per: \_\_\_\_\_  
Name: Taya Cavanagh  
Title: Secretary

I have authority to bind the Corporation.

We have authority to bind the Corporation.

## Schedule "A"

**Percentage Ownership and Expense Allocation  
Of Shared Facilities, Systems and Equipment ("Shared Facilities")**

	Description	Location	Ambassador	Condominium Corporation
<b>Part 1</b>	<b>Operating and Maintenance (O&amp;M) Expense Allocation</b>			
<b>A</b>	<b>Unitized Shared Rooms (including all Facilities, Systems and Equipment therein)</b>			
1	Mechanical Room Units	Level A, Unit 81 and Level 1, Unit 42	0%	100%
2	Hydro Vault/Electrical Room Unit	Level A, Unit 82	0%	100%
3	Fuel Storage Room Unit	Level A, Unit 83	0%	100%
4	Elevator Sump Pit Unit	Level C, Unit 64	0%	100%
5	Stair A Unit	Level 1, Unit 1	0%	100%
6	Stair B Unit	Level 1, Unit 4	0%	100%
7	Stair C Unit	Level 1, Unit 6	0%	100%
8	CACF Room Unit	Level 1, Unit 2	20%	80%
9	Elevator Unit	Level 1, Unit 3	0%	100%
10	Loading and Corridor Room Unit	Level 1, Unit 5	100%	0%
11	Gas Meter Unit	Level 1, Unit 7	50%	50%
12	Air Ventilation Units	Level 1, Unit 8 and Level 2, Unit 72	0%	100%
13	Stair Shaft Pressurization Fan Units	Level 19, Unit 10 and Level 20, Unit 2	0%	100%
14	Elevator Machine Room Unit	Level 20, Unit 1	0%	100%
<b>B</b>	<b>Non-Unitized Equipment and Facilities</b>			
1	Sump pumps servicing parking drainage, elevator shaft and building subdrainage	Level C	0%	100%
2	Combination fire alarm and voice communication system, including CACF Room and telephone(s) for the elevators and life safety monitoring system (fire panel)		20%	80%
3	Commercial garage perimeter lighting		100%	0%
<b>Part 2</b>	<b>Capital Expense Allocation</b>			
1	All Shared Facilities referred to in Part 1 (except B3 – Commercial garage perimeter lighting and A10 – Loading and Corridor Room Unit)		20%	80%
2	Commercial garage perimeter lighting		50%	50%
3	Loading and Corridor Room Unit		50%	50%
<b>Part 3</b>	<b>Percentage Ownership</b>			
	All Shared Facilities referred to in Part 1		50%	50%