

Schedule "A"

**CARLETON CONDOMINIUM CORPORATION NO. 67**

**BY-LAW NO. ~~14~~ 13**

BE IT ENACTED as By-Law No. <sup>13</sup>~~14~~ of CARLETON CONDOMINIUM CORPORATION NO. 67 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I  
DEFINITIONS**

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

**ARTICLE II  
MEETINGS OF OWNERS**

- (1) Annual Meetings: The Corporation shall hold Annual General Meetings in accordance with the provisions of the Act. Other meetings of the owners may also be held in accordance with the provisions of the Act.
- (2) Attendance At Meetings of Owners: Only the following persons are entitled to attend a meeting of owners:
  - (a) Owners of the units (whether or not they have a right to vote at the meeting);
  - (b) Any other person having the right to vote at the meeting;
  - (c) Representatives of owners, as described in Article II(3) below;
  - (d) Directors and Officers of the Corporation;
  - (e) The Auditor of the Corporation;
  - (f) Any person invited to attend the meeting by the Chairperson of the meeting or by ordinary resolution of the meeting;
  - (g) Any person entitled or required to attend the meeting under the provisions of the Act or the Declaration or by-laws of the Corporation or any other governing law or authority.

Any question as to a person's right to attend a meeting shall be determined by the Chairperson of the meeting, acting reasonably.

- (3) Representatives: An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity, any person duly appointed as proxy for such corporation), upon filing with the Chairperson sufficient proof of his/her appointment, shall represent the owner or a mortgagee at meetings of the owners, and may vote in the same manner and to the same extent as such owner.

- (4) Voting:
- (a) Voting at meetings of owners shall be by show of hands, unless a person entitled to vote at the meeting requests a recorded vote.
  - (b) At a meeting of owners, a person entitled to vote at the meeting may request that a recorded vote be held on any item scheduled for a vote, either before or promptly after the vote. A recorded vote can be either a poll, a secret ballot (in which case the voter is not identified on the ballot) or an open ballot (in which case the voter is identified on the ballot). When a recorded vote is requested, the meeting shall decide, by ordinary resolution, whether the recorded vote shall be by way of a poll, a secret ballot or an open ballot. A request for a recorded vote may be withdrawn.
  - (c) On any vote by a show of hands, a declaration by the Chairperson that the vote on the question has been carried, or carried by a particular majority, or defeated, is, in the absence of any contradictory evidence, proof of the fact without proof of the number of votes recorded in favour of or against the question.
  - (d) Votes may be cast either personally or by proxy, in accordance with the Act. The instrument appointing a proxy shall be filed with the Chairperson of the meeting before any vote is cast under its authority. The Chairperson shall resolve any issue respecting the validity of a proxy.
- (5) Chairperson:
- (a) Subject to paragraph (b) below, the Chairperson for any meeting of the owners shall be determined by resolution of the Board, or failing any such resolution, shall be: the President of the Corporation, or if the President is unable or unwilling to chair the meeting, the Vice-President of the Corporation.
  - (b) Provided, however, that any other person may be chosen to chair the meeting by ordinary resolution of the meeting.
- (6) Right to Vote: All voting by owners shall be on the basis of one vote per unit. The right of persons to vote at meetings of owners is determined by the Act. Any dispute respecting the right of a person to vote shall be decided by the Chairperson of the meeting, upon such evidence as the Chairperson may deem sufficient.
- (7) Co-Owners: Where the voting rights for a unit are shared by two or more persons (for example, there are two or more owners of the unit), any one or more of those persons may exercise the vote for the unit. Provided, however, that if two or more of those persons decide to exercise the vote, the provisions of the Act shall determine how the vote is to be counted.

### ARTICLE III BOARD OF DIRECTORS

- (1) Number and Quorum: The Corporation shall have a Board of five (5) Directors. A quorum for the transaction of business at a meeting of the Board shall be three (3) Directors.
- (2) Qualifications: In addition to the qualifications for Directors which are set out in the Act, every Director shall be either an owner or the adult co-resident of an owner.
- (3) Election and Term:

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

<u>Number of Directors</u>	<u>Year of Expiration of Term</u>
2	2002
2	2003
1	2004

- (b) If a Directorship is vacated before expiration of the Director's term (whether by removal, resignation, death or otherwise), the vacancy may be filled, by appointment and/or election in accordance with the Act.
- (c) In the event of an election to fill Directorships with terms expiring in different years, the person(s) receiving the most votes shall be elected to the Directorships with the longer remaining term(s).
- (d) One of the Directorships which expire in 2002 (see above) is hereby designated as the "owner-occupier elected Directorship" for the purposes of Section 51 of the Act.
- (e) When a Director's term expires, he or she shall retire, but shall be eligible for re-election.
- (4) Calling of Meetings:
- (a) Board meetings may be called by resolution of the Board. In such cases, the Secretary or another person designated by the Board shall give notice of the meeting in accordance with sub-paragraph (c) hereof.
- (b) Board meetings may also be called by any two Directors. In such cases, the notice shall be signed by each of the two Directors and one of the two Directors shall give notice of the meeting in accordance with sub-paragraph (c) hereof.
- (c) Written notice of Board meetings shall be given to all Directors at least 48 hours before the meeting. Any such Notice may be given in accordance with Article VII of this by-law.
- (d) A meeting of the Directors may be held by teleconference or another form of communications system that allows the Directors to participate concurrently, provided all Directors of the Corporation consent to the means used for holding the meeting.
- (e) The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time for such regular meetings shall be sent to each Director, but no other notice shall be required for any such meeting.
- (f) No notice of a meeting shall be necessary if all the Directors are present and consent to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.
- (5) Indemnification of Directors: Every Director and every Officer of the Corporation and the person's heirs, executors, administrators, estate trustees and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:

- (a) any liability and all costs, charges and expenses that the Director or Officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against the person for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office; and
- (b) all other costs, charges and expenses that the person sustains or incurs in respect of the affairs of the Corporation.

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

#### **ARTICLE IV OFFICERS**

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

- (8) Variation of Duties: From time to time, the Board may, by resolution, vary, add to, or limit the powers and duties of any Officer or Officers, including any of the duties described in this by-law.
- (9) Compensation: Compensation of all Officers and employees of the Corporation shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Corporation nor preclude any Director entering into a contract with the Corporation for the management of the Corporation.

#### ARTICLE V BANKING ARRANGEMENTS & EXECUTION OF DOCUMENTS

- (1) Banking Arrangements: The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may by resolution designate from time to time and all such banking business or any part thereof shall be transacted on the Corporation's behalf by such one or more Officers or other persons as the Board may by resolution designate.
- (2) Execution of Instruments: Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two Directors. However, the Board may at any time and from time to time, by resolution, direct the manner in which and the person or persons by whom any particular deed, transfer, contract or other document or any class of deeds, transfers, contracts or documents of the Corporation may or shall be signed.

#### ARTICLE VI FINANCIAL YEAR

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

#### ARTICLE VII NOTICE

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

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

**ARTICLE VIII  
ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

- (1) Duties of the Board: The Board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners entered in the record kept pursuant to the Act.
- (2) Duties of the Owners: Each owner shall be obligated to pay to the Corporation, or as it may direct, the amount of such assessment as follows:
- (a) The owner's monthly common expenses shall be paid in advance on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner.
  - (b) Prior to the commencement of each fiscal year of the Corporation, each owner shall furnish to the Corporation a set of twelve post-dated cheques, or shall arrange for pre-authorized payments, on a system run by the Corporation, if the Corporation offers this service, covering the standard monthly payments due by the owner during the fiscal year on account of common expenses, or in order to facilitate collection shall pay the monthly payments in such other manner as may be directed by the Corporation.
- (3) Special Assessments: The Board may make special assessments when the Board does not have sufficient funds to meet expenditures which have been incurred or which it is anticipated will be incurred. Notice of any such special assessment shall include a written statement setting out the reasons for the assessment and the assessment shall be payable by each owner within ten (10) days after the owner has been given notice of the assessment or within such further period of time and in such instalments as the Board may determine.

- (4) Default:
- (a) Arrears of any payments required to be made to the Corporation under the provisions of this Article or under the provisions of the Act shall bear interest at the rate of twelve percent (12%) per annum and shall be compounded monthly until paid. For each late payment or non-payment of common expenses (whether related to a monthly payment or a special assessment), there shall be added to the amount owing with respect to the particular unit an administration fee of \$25.00, or such other amount as may be determined by resolution of the Board.
  - (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of any assessment levied against him/her, the Board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount found due all costs of such solicitor as between a solicitor and his/her own client and such costs shall be collectible against the defaulting owner in the same manner as common expenses.
  - (c) All payments upon account of common expense arrears shall be first applied to the arrears which were first due with respect to the particular unit.

#### **ARTICLE IX POWERS OF THE CORPORATION**

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

- (1) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (2) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation, and to secure any such loan by mortgage, pledge or charge of any asset owned by the Corporation, and to add the repayment of such loan to the common expenses, subject to approval of each such borrowing or loan by the unit owners at a meeting duly called for the purpose if the expenditure is not listed in the Corporation's budget;
- (3) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation;
- (4) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the Corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing;
- (5) to lease any part or parts of the common elements, or grant a licence or easement over any part or parts of the common elements, except such over which any owner has the exclusive use;
- (6) to employ a manager, and such other persons as the Board considers advisable, on terms acceptable to the Board, to assist the Corporation in the fulfilment of its objects and duties;
- (7) to appoint committees comprised of such persons (not necessarily owners) as the Board may from time to time determine, to carry out such tasks or functions as may be determined by the Board;

- (8) to obtain and maintain fidelity bonds, where obtainable, for Directors, Officers, any manager and any employees of the Corporation handling or responsible for the Corporation's moneys or securities. The premiums on any such bonds shall be paid by the Corporation.

**ARTICLE X  
USE OF COMMON ELEMENTS BY NON-RESIDENTS**

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

**ARTICLE XI  
INDEMNIFICATION BY OWNERS**

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

**ARTICLE XII  
REPEAL OF BY-LAW NOS. 1, 2 AND 10**

By-Law Nos. 1, 2 and 10 of the Corporation are hereby repealed.

**ARTICLE XIII  
MISCELLANEOUS**

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




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

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

DATED this 11<sup>th</sup> day of April, 2002.

**CARLETON CONDOMINIUM CORPORATION NO. 67**

  
\_\_\_\_\_  
Print Name: Roy White  
Print Title: Treasurer

I have authority to bind the Corporation.

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #67 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

Please note: The form from which this document was prepared is regularly revised and updated.

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**Properties** 15067-0001 to 15067-0120

<b>PIN</b>	15067 - 0121 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<b>Description</b>	UNIT 121, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 67 ; FIRSTLY: PT LT 5, CON 4, PTS 2, 3 & 5 4R1020; SECONDLY: PT LT 5, CON 4, PT 6 4R1020, AS IN SCHEDULE 'A' OF DECLARATION LT120790 ; KANATA/MARCH		
<b>Address</b>	00013 GINGRAS CT KANATA		
<b>PIN</b>	15067 - 0122 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<b>Description</b>	UNIT 122, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 67 ; FIRSTLY: PT LT 5, CON 4, PTS 2, 3 & 5 4R1020; SECONDLY: PT LT 5, CON 4, PT 6 4R1020, AS IN SCHEDULE 'A' OF DECLARATION LT120790 ; KANATA/MARCH		
<b>Address</b>	00011 GINGRAS COURT OTTAWA		
<b>PIN</b>	15067 - 0123 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<b>Description</b>	UNIT 123, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 67 ; FIRSTLY: PT LT 5, CON 4, PTS 2, 3 & 5 4R1020; SECONDLY: PT LT 5, CON 4, PT 6 4R1020, AS IN SCHEDULE 'A' OF DECLARATION LT120790 ; KANATA/MARCH		
<b>Address</b>	00009 GINGRAS CT KANATA		
<b>PIN</b>	15067 - 0124 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<b>Description</b>	UNIT 124, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 67 ; FIRSTLY: PT LT 5, CON 4, PTS 2, 3 & 5 4R1020; SECONDLY: PT LT 5, CON 4, PT 6 4R1020, AS IN SCHEDULE 'A' OF DECLARATION LT120790 ; KANATA/MARCH		
<b>Address</b>	00007 GINGRAS COURT KANATA		
<b>PIN</b>	15067 - 0125 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<b>Description</b>	UNIT 125, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 67 ; FIRSTLY: PT LT 5, CON 4, PTS 2, 3 & 5 4R1020; SECONDLY: PT LT 5, CON 4, PT 6 4R1020, AS IN SCHEDULE 'A' OF DECLARATION LT120790 ; KANATA/MARCH		
<b>Address</b>	00005 GINGRAS CT KANATA		
<b>PIN</b>	15067 - 0126 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<b>Description</b>	UNIT 126, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 67 ; FIRSTLY: PT LT 5, CON 4, PTS 2, 3 & 5 4R1020; SECONDLY: PT LT 5, CON 4, PT 6 4R1020, AS IN SCHEDULE 'A' OF DECLARATION LT120790 ; KANATA/MARCH		
<b>Address</b>	00003 GINGRAS CT KANATA		
<b>PIN</b>	15067 - 0127 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<b>Description</b>	UNIT 127, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 67 ; FIRSTLY: PT LT 5, CON 4, PTS 2, 3 & 5 4R1020; SECONDLY: PT LT 5, CON 4, PT 6 4R1020, AS IN SCHEDULE 'A' OF DECLARATION LT120790 ; KANATA/MARCH		
<b>Address</b>	00001 GINGRAS CT KANATA		

**Applicant(s)**

**Name** CARLETON CONDOMINIUM CORPORATION NO. 67  
**Address for Service** c/o Nelligan O'Brien Payne  
1900-66 Slater Street  
Ottawa, ON K1P 5H1

Carleton Condominium Corporation No. 67 hereby certifies that by-law number 13 attached hereto is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, Ron White, have the authority to bind the corporation.

**Statements**

Schedule: See Schedules

**Signed By**

Stephanie Armande Leveille      1900-66 Slater St.      acting for Applicant(s)      Signed      2003 07 04  
Ottawa K1P 5H1  
Tel      613-238-8080  
Fax      6132382098

**Submitted By**

NELLIGAN O'BRIEN PAYNE LLP      1900-66 Slater St.      2003 07 04  
Ottawa K1P 5H1  
Tel      613-238-8080  
Fax      6132382098

**Fees/Taxes/Payment**

*Statutory Registration Fee*      \$60.00  
*Total Paid*      \$60.00