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OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 815

BY-LAW NO. 1

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OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 815

BY-LAW NO. 1

Be it enacted as a by-law of Ottawa-Carleton Standard Condominium Corporation No. 815 (hereinafter referred to as the "Corporation") as follows:

1. DEFINITIONS

1.1 Definitions. The terms used herein shall have ascribed to them the definitions contained in the Condominium Act, 1998, (hereinafter called "the Act"), and the declaration made in pursuance thereof and registered the 18th day of June, 2009 (the "Declaration").

2. SEAL

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

3. RECORDS

3.1 Owners and Mortgagees. The Corporation shall keep a register (hereinafter called the "Register") respecting the property which shall note the name and address of the owner and mortgagee of each unit who have notified the Corporation of their respective interests in the property. The address of each owner shall be the address of that owner's residential unit and the address of each mortgagee shall be the address shown for it on its mortgage registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4, unless the Corporation is given written notice of a different address by such owner or mortgagee.

3.2 Financial and Other. The Corporation shall maintain the following records for the minimum time period noted, if applicable:

(a) Financial records including bank statements and financial statements for six (6) years from the end of the last fiscal period to which they relate;

(b) A minute book containing copies of all registered documents, minutes of Board and owner meetings and all current legal agreements;

(c) Current insurance policies;

(d) Notices of leases for units together with a copy of the form of agreement from the lessee required by the Board and notices of termination of such leases;

(e) Reserve fund studies, funding plans and records;

(f) Performance audit;

(g) Copies of all Status Certificates for ten (10) years after issuance;

(h) Executed proxies for ninety (90) days after the meeting is held for which the proxies were filed;

(i) As built drawings, specifications and other plans such as servicing drawings received from the declarant;

(j) Definition of standard unit if not incorporated in a bylaw of the Corporation;

(k) Copies of all notices to owners and/or mortgagees delivered by the Corporation for ten (10) years after delivery;

(l) All warranties on equipment forming part of the assets of the Corporation or the common elements;

(m) Any records from the Ontario New Home Warranty program, if applicable;

(n) Any agreements with owners with respect to alterations to the common elements;

(o) Reports under Section 130 of the Act or the equivalent thereof;

(p) Generally any records required by the Act.

4. THE CORPORATION

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

(a) operating, managing and administering the common elements and the assets of the Corporation;

(b) collecting the common element charges from the owners and the establishment and investment of one or more reserve funds as required by the Act;

(c) obtaining and maintaining insurance for the property as may be required by the Act, the Declaration or by-laws;

(d) repairing, maintaining and restoring the common elements in accordance with the provisions of the Act, the Declaration and by-laws;

(e) maintaining adequate records of the financial and other business affairs of the Corporation as required by the Act;

(f) preparing a budget annually and causing audits to be made after every year end and making auditors' statements available to the owners and mortgagees;

(g) supplying water, heat, cooling, hydro and gas to the common elements and to the units where applicable;

(h) effecting compliance by the owners with the Act, the Declaration, the by-laws and the rules; and

(i) generally performing its obligations under the Act.

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

(a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;

(b) adoption and amendment of rules concerning the operation and use of the common elements;

(c) employing a manager at a compensation to be determined by the Board, to perform such duties and services as the Board shall authorize;

(d) obtaining and maintaining fidelity bonds in such amounts as the Board may deem reasonable for such officers, directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;

(e) 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;

(f) the borrowing of such amounts as in the board's 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 to a maximum sum equal to one-twelfth of the annual estimated budget for any one occurrence and provided always that any such borrowing shall be without mortgage, pledge or charge of any of the assets of the Corporation;

(g) the borrowing of such amounts in excess of an amount equal to one-twelfth of the annual estimated budget in any fiscal year in accordance with the guidelines set forth in subparagraph (f) above, and/or the securing of any such loan by mortgage, pledge or charge of any asset (other than the reserve fund) of the

Corporation subject, in any such instance, to approval of such loan and/or the provisions of such security by vote of the owners at a meeting of the Corporation duly called for such purpose;

(h) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation, whether or not the same is authorized by any law, present or future for the investment of trust funds;

(i) 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, subject to the requirements of the Act;

(j) to lease any part or parts of the common elements as agent of the owners, subject to the requirements of the Act;

(k) to object to assessments under the *Assessment Act* on behalf of owners, should it be considered advisable, and to give notice of such objections to the owners;

(l) to retain legal counsel as and when required to assist the Corporation in the administration of its affairs including the enforcement of its duties under the Declaration, the Bylaws and the Act.

5. BOARD OF DIRECTORS

5.1 Affairs of the Corporation. The affairs of the Corporation shall be managed by the Board.

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

5.3 Qualifications. Each director shall be eighteen (18) or more years of age and need not be an owner of the Corporation. No undischarged bankrupt or mentally incompetent person shall be a director and, if a director becomes a bankrupt or a mentally incompetent person, he or she thereupon ceases to be a director. Any director who is an owner and is in default in the payment of his/her common expenses for over 90 days shall immediately cease to be a director.

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

(a) that person consents in writing to act as a director before his or her election or appointment or within ten (10) days thereafter, or

(b) that person was present at the meeting when he or she was elected or appointed and did not refuse at that meeting to act as a director.

5.5 Election and Term.

(a) The directors of the Corporation elected at the first meeting of the owners held to elect directors shall hold office until the next annual meeting of the owners or the meeting of owners set out in subparagraph (b) of the within clause whichever event first occurs.

(b) In the event at least fifteen percent (15%) of the units are owner occupied at the time of the first meeting of the owners, the owners of such units shall be entitled to elect one of the directors on the Board.

(c) The Board elected at a time when the Declarant owns a majority of the units shall, not more than twenty-one (21) days after the Declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners of the Corporation to elect a new Board, and such meeting shall be held within twenty-one (21) days

after the calling of the meeting. If the meeting referred to above is not called within the time provided for, any owner of the Corporation or any mortgagee or chargee entitled to vote may call the meeting.

(d) At the meeting referred to in sub-paragraph (c) above, the directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the said meeting of the owners held to elect directors, two (2) directors shall be elected to hold office for a term of one (1) year; two (2) directors 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, which Director shall be the "Owner occupied Director" on the Board. 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 two (2) years.

5.6 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 5, the majority of the remaining members of the Board may appoint any person qualified to be a member of the Board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election by the owners.

(b) Where the number of directors is increased, the vacancies resulting from such increase shall only be filled by election at a meeting of the owners duly called for that purpose.

(c) When there is not a quorum of directors in office, the director or directors 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.

5.7 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 three (3) directors may determine, and the secretary shall call such meetings when directly authorized by the president or by any three (3) directors. A quorum of directors may at any time call a meeting of the directors for the transaction of any business, the general nature of which is specified in the notice calling the meeting. Notice of any meeting so called shall be given personally, by ordinary mail or facsimile communication or electronic communication to each director (provided that each director consents to the transmission of notice in that manner) not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held, save that no notice of meeting shall be necessary if all the directors are present and consent to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

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

5.9 Meetings by Teleconference. 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 the Directors consent to the means used for holding the meeting.

5.10 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 meeting of owners at which the directors of such Board were elected, provided a quorum of directors be present.

5.11 Interest of Directors in Contracts. No director shall be disqualified by virtue of being a director from contracting with the Corporation nor shall any contract or arrangement entered into by or on behalf of the Corporation with any director or any firm or Corporation in which any director is in any way interested be avoided, nor shall any director so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such director holding such office or of the fiduciary relationship thereby established provided that the provisions of paragraph 5.12 are complied with.

5.12 Declaration of Interest. It shall be the duty of every director of the Corporation who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Corporation to declare such interest and to refrain from voting in respect thereto; provided however, that such prohibition against voting shall not apply during such time as the declarant who registered the declaration is represented on the Board by two (2) or more directors.

5.13 Indemnity of Directors and Officers. All of the directors or officers of the Corporation and their heirs, executors, administrators and other legal personal representatives shall be indemnified from time to time and saved harmless by the Corporation from and against:

(a) any liability and all costs, charges and expenses that they sustain or incur in respect of any action, suit or proceeding that is proposed or commenced against them or any one of them for or in respect of anything done or permitted by them in respect of the execution of the duties of their respective offices; and

(b) all other costs, charges and expenses that they sustain or incur in respect to the affairs of the Corporation;

provided that:

(i) no directors or officers of the Corporation shall be indemnified by the Corporation in respect of any liability, costs, charges or expenses that they sustain or incur in or about any action, suit or other proceeding as a result of which they are adjudged to have committed a dishonest or fraudulent act or acts, bad faith, or wilful misconduct;

(ii) the Corporation is advised of any such action, suit or other proceeding, or cost, charge or expense, forthwith after the director or officer receives notice thereof; and

(iii) the Corporation is given the right to join in the defence of the action, suit or proceeding.

5.14 Insurance. The Corporation may purchase and maintain insurance for the benefit of a director or officer thereof except insurance against a liability, cost, charge or expense of the director or officer incurred as a result of a contravention of paragraph 5.12 herein.

6. OFFICERS

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

6.2 Appointed Officers. From time to time the Board shall appoint a secretary and treasurer and may appoint one or more vice-presidents and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may but need not be a member of the Board. One person may hold more than one office and if the same person holds both the office of secretary and the office of treasurer such person may be known as secretary- treasurer. The Board shall appoint one (1) member annually to sit on the committee to be established for the purpose of administering the agreement with the adjoining condominium corporation for the shared facilities.

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

6.4 President. The president shall, when present, 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.

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

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

6.7 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; the treasurer shall render to the Board at the meeting thereof or whenever required an account of all his or her transactions as treasurer and of the financial position of the Corporation; and he or she shall perform such other duties as may from time to time be prescribed by the Board.

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

6.9 Agents and Attorneys. The Board shall have the 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.

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

7. BANKING ARRANGEMENTS AND CONTRACTS

7.1 Banking Arrangements. The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate, appoint or authorize from time to time by resolution and all such banking business or any part thereof shall be transacted on the Corporation's behalf by such one or more officers or other persons as the Board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including, without restricting the generality

of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banking to do any act or thing on the Corporation's behalf to facilitate such banking business.

7.2 Execution of Instruments. Transfers/deeds of lands, assignments, contracts and obligations on behalf of the Corporation may be signed by the president or a vice-president together with the secretary or treasurer or any other director. Any contract or obligations within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board may at any time and from time to time direct the manner in which and the person or persons by whom any particular transfer/deed of land, contract, obligation or certificate or any class of transfer/deed of land, contract, obligation or certificate of the Corporation may or shall be signed.

7.3 Status Certificates. Status Certificates may be signed by any director or other person authorized by the Board.

8. FINANCIAL

8.1 Financial Year. Until otherwise ordered by the Board, the financial year of the Corporation shall end on the anniversary of the last day of the month preceding the month in which the Declaration was registered, in each year, or on such other day as the Board by resolution may determine.

9. MEETING OF OWNERS

9.1 Annual Meeting. The annual meeting of the owners shall be held at such place within the City of Ottawa at such time and on such day in each year as the board of directors (the "Board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation, to be read at and laid before the owners at an annual meeting, 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 properly be brought before the meeting. The first annual general meeting shall be called within three (3) months of the date of registration of the Declaration and subsequently within six (6) months of the end of each fiscal year of the Corporation. At any such meeting, any owner or any mortgagee entitled to vote shall have an opportunity to raise any matter relevant to the affairs and business of the Corporation.

9.2 Special Meeting. The Board or any mortgagee holding mortgages on not less than fifteen percent (15%) of the units shall have the power at any time to call a special meeting of the owners of the Corporation to be held at such time and at such place within the said municipality as may be determined by the Board. The Board shall also call such special meeting upon receipt of requisition in writing made by owners of the Corporation who together own fifteen percent (15%) of the units within thirty-five (35) days of the receipt of such requisition. If the Board does not within thirty-five (35) days from the date of such notice call such meeting, the owners or mortgagees who gave such notice may call such meeting which shall be held within forty-five (45) days from the day on which the meeting is called. The requisition shall state the nature of the business to be presented at the meeting and shall be signed by the requisitionists and deposited at the address of service of the Corporation.

9.3 Notices. Notice of the time and place of each annual, regular or special meeting shall be given not less than fifteen (15) days before the day on which the meeting is to be held, to the auditor of the Corporation and to each owner and mortgagee who is entered on the Register twenty (20) days before the date of the meeting. The Corporation shall not be obliged to give notice to any owners who have not notified the Corporation that they have

become an owner or to any mortgagees who have not notified the Corporation that either have become a mortgagee and have been authorized or empowered in their mortgage to exercise the right of the mortgagor to vote. Notice of meetings as hereinbefore required shall have appended to it an agenda of matters to be considered at such meeting. The Board shall, fifteen (15) days or more before each annual meeting of owners, send by prepaid mail or deliver to all owners or mortgagees entitled to vote at their latest address as shown on the Register a copy of the financial statement and the auditor's report.

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

9.5 Persons Entitled to be Present. The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Register, and any others entitled to vote thereat and the auditor of the Corporation and the directors and officers of the Corporation and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chair of the meeting or with the consent of the meeting.

9.6 Quorum. At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five percent (25%) of the units are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall be dissolved and shall stand adjourned to such date, time and place as the Board shall determine.

9.7 Right to Vote. At each meeting of owners, every owner shall be entitled to vote, subject to the restrictions of Paragraph 9.13 herein set out, who is entered on the Register as an owner or who has given notice to the Corporation in a form satisfactory to the chair of the meeting that he or she is an owner. If a unit has been mortgaged and the person who mortgaged such unit (or that person's 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 for the meeting, notified the owner and the Corporation of its intention to exercise such right, such mortgagee shall be entitled to vote. Any dispute over the right to vote shall be resolved by the chair of the meeting upon such evidence as the chair may deem sufficient. Each owner or mortgagee shall be entitled to only one (1) vote per unit either on a vote by ballot or by a show of hands.

9.8 Method of Voting. At any general or special meeting, any question shall be decided by a show of hands unless a poll is demanded by an owner present in person or by proxy and, unless a poll is so demanded, a declaration by the chair that such question has by the show of hands been carried is prima facie proof of the fact without proof of the number or proportion of votes recorded in favour of or against such question, but a demand for a poll may be withdrawn; provided however, that voting for the election of directors shall be by ballot only.

9.9 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 by proxy for such corporation) upon filing with the secretary of the meeting sufficient proof of its appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation and may vote in the same manner and to the same extent as such owner. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of paragraph 9.11 of this Article shall apply.

9.10 Proxies. Every owner or mortgagee entitled to vote at meetings of 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 appointer or that person's attorney authorized in writing. The instrument appointing a proxy shall be deposited with the secretary of the meeting before any vote is cast under its authority.

9.11 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, they shall have only one (1) vote. In the event of a disagreement among the owners of a unit, the majority of the owners may exercise the right to vote but the vote shall not be counted if there are two or more owners of the unit and they are evenly divided on how to exercise the vote.

9.12 Votes to Govern. At all meetings of owners every question shall, unless otherwise required by the Act or the Declaration or by-laws be decided by a majority of the votes as set out in paragraph 9.8 of this section, duly cast on the question.

9.13 Entitled to Vote. Unless the requirement in connection with the specific matter upon which the vote is being taken stipulates that the resolution must be unanimous, no owner is entitled to vote at any meeting if any contributions to the Corporation payable in respect of that owner's unit are in arrears for more than thirty (30) days prior to the meeting.

10. NOTICE

10.1 Method of Giving Notice by the Corporation. Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the Register, or if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to such person at such address or if sent by means of wire or wireless or any other form or transmitted or recorded communication, to such address. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box, and a notice sent by any means of wire or wireless or any other form or transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch. Notwithstanding the foregoing, if a meeting of owners is held pursuant to subsection 123 of the Act, notice thereof shall be given to each mortgagee who has notified its interest to the Corporation by registered mail at such address as is given by each mortgagee to the Corporation for the purpose of notice, and each such notice shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed.

10.2 Notice to the Board or Corporation. Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

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

11. ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 Duties of the Board. All expenses, charges and costs of maintenance or replacement of the common elements, including all facilities shared with the owners of the abutting lands, 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 which shall include the expenses relating to the facilities shared with the owners of the abutting land and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion in which they are

required to contribute to the common expenses as set forth in the Declaration. In addition, the Board shall provide in the annual budget a reserve fund for contingencies, working capital, deficits or replacements including the amount allocated to the facilities shared with the owners of the abutting land, which reserve fund or funds shall be an asset of the Corporation. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which such common expenses are based, to all owners and mortgagees entered on the Register.

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

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

11.4 Extraordinary Expenditure. Extraordinary expenditures not contemplated in the foregoing budget and for which the Board shall not have sufficient funds may be assessed at any time during the year in addition to the annual assessment by the Board serving notices of such further assessment on all owners which shall include a written statement setting out the reasons for the extraordinary assessment, and such extraordinary assessment shall be payable by each owner within ten (10) days after the delivery thereof to such owner, or within such further period of time and in such instalments as the Board may determine. Such extraordinary expenditures may result from the recommendations made in a Reserve Fund Study and may be reflected in an increase in the monthly contribution to the common expenses required by owners.

11.5 Default in Payment of Assessment.

(a) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against such owner, for a period of fifteen (15) days, then such amount together with the balance of the most recent assessment shall accelerate and immediately become due and payable, and the Board may bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action including costs as between a solicitor and his own client.

(b) Arrears of payments required to be made under the provisions of this section 11 shall bear interest at the rate of three per cent (3%) over the prime rate per annum established by the Bank of Canada from time to time and shall be compounded monthly until paid.

12. DEFAULT

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

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

13. INSURANCE CLAIMS

13.1 Insurance Claims. Any owner requiring the Corporation to make a claim pursuant to the Corporation's insurance policy on the owner's behalf shall be required to pay any deductible required to be paid under such insurance policy if the Board of Directors of the Corporation determines in its sole and unfettered discretion, acting reasonably, that such damage or loss claimed is the result of acts or omissions of the owner, or a tenant or occupant of the owner's unit, or any invitee thereof. In addition such owner shall be required to pay any deductible required to be paid for damage to the common elements or other units. All such deductibles to be paid by any owner or owners from time to time are deemed to be additional contributions toward the common expenses and recoverable as such from such owner or owners, or recoverable by any other procedure the Corporation elects.

13.2 Damage Where No Claim Is Made. In the event the Corporation determines in its sole and unfettered discretion, acting reasonably, that the loss is so minor that a claim should not be under the Corporation's insurance policy but that the loss has resulted from acts or omissions of the owner, or a tenant or occupant of the owner's unit, or any invitee thereof, the owner shall be required to pay the amount of the deductible under the Corporation's insurance policy and the Corporation shall pay the cost of the repair. The amount to be paid by such owner shall be deemed to be an additional contribution toward the common expenses and recoverable as such.

14. RULES

14.1 Rules. The Board may enact rules and may amend or enact such further and other rules as required to promote the safety, security, or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of the units. The rules shall be observed by the owners and occupants of the units.

14.2 Effective Date. Subject to paragraph 14.3 hereof any rule made by the Board shall be effective thirty (30) days after notice thereof has been given to each owner unless the Board is in receipt of a requisition in writing requiring a meeting of the owners to consider the rules.

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

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

15. MISCELLANEOUS

15.1 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.

15.2 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.

15.3 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.

15.4 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.

Ottawa-Carleton Standard Condominium Corporation No. 815 hereby enacts the foregoing by-law having been duly approved by the Directors of the Corporation and confirmed without variation by the Declarant which owns 100% of the units, pursuant to the provisions of the *Condominium Act, 1998.*

DATED at the City of Ottawa this 24th day of June, 2009.

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 815

PER: _____
Terrence B. Guilbault, President

PER: Deborah A. Cheresna
Deborah A. Cheresna, Director

We have authority to bind the corporation.