

By-Law No. 3



CERTIFICATE

BY-LAW NO. 3

CARLETON CONDOMINIUM CORPORATION NO. 318 hereby certifies that By-Law No. 3 attached hereto, was made in accordance with the Condominium Act, being chapter 84 of the Revised Statutes of Ontario 1980, and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said By-Law No. 3 has not been amended and is in full force and effect.

DATED at the city of Nepean, this 6th day of March, 1986

CARLETON CONDOMINIUM CORPORATION NO. 318

Per. _____

Secretary

(Helen E. Fraser)

COPY

CARLETON CONDOMINIUM CORPORATION NO. 318

By law 3

MANAGEMENT AGREEMENT
WITH
GREENSIDE CONSTRUCTION MANAGEMENT LIMITED

DORATY AND VOLL
Barristers and Solicitors
28 Northside Road
Nepean, Ontario
K2H 5Z3
(613) 829-7171

JAD/cm

MANAGEMENT AGREEMENT

THIS AGREEMENT made the day of 19 .

BETWEEN:

CARLETON CONDOMINIUM CORPORATION NO. 318

Hereinafter called the "Corporation"

OF THE FIRST PART

AND:

GREENSIDE CONSTRUCTION MANAGEMENT LIMITED

Hereinafter called the "Manager"

OF THE SECOND PART

WHEREAS the Corporation has been created pursuant to the Condominium Act, R.S.O. 1980, Chapter 84 and amendments thereto ("the Act");

AND WHEREAS the Corporation is desirous of having the Manager manage the property and assets of the Corporation, and the Manager is desirous of doing so, in accordance with the terms and conditions of this Agreement;

AND WHEREAS in consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. The terms used herein shall have ascribed to them the definitions contained in The Act.
2. The real property referred to herein shall be, for the purposes of this agreement as set out in Schedule "A" hereto attached (hereinafter called the "real property").
3. The Corporation hereby appoints the Manager to be its sole and exclusive representative and Managing Agent (subject to the overall control of the Corporation and to the specific provisions hereof) to manage the property for a term of three (3) years commencing on the date of the execution of this agreement and for the purpose thereof in the name of the Corporation, to act on its behalf in the carrying out of the duties of the Manager as herein

set out, and to enter into such contracts and agreements in the name of the Corporation as may be necessary in the performance of such duties.

4. The Manager hereby accepts such appointment and agrees to manage the property and assets on behalf of the Corporation in a faithful, diligent and honest manner and subject to the direction of the Board.

5. The Manager acknowledges that it is familiar with the terms of the Declaration, By-laws and rules and regulations enacted and registered pursuant to the Act.

6. The Manager, in the performance of its duties hereunder, shall:

(a) Enforce the terms of the Declaration, By-laws and Rules and Regulations and any amendments thereto which presently exist or which may hereafter be made and notified to the Manager in writing;

(b) Forthwith communicate to all owners the text and import of any further by-laws or rules and regulations;

(c) Advise and consult with the Board of Directors with respect to any further by-laws, rules and regulations which, in the opinion of the Manager, ought to be established to further the harmonious and satisfactory operation of the property and assets of the Corporation for the common benefit of the owners;

(d) Prepare and keep current the Corporation's register from information supplied by the board;

(e) Collect and receive all monies payable by the owners under the Declaration and by-laws, in trust for the Corporation, and deposit the same in a separate trust account to be maintained by the Manager. All such monies shall thereafter be held in trust by the Manager and be used to:

(i) make payments of all accounts properly incurred by or on behalf of the Corporation;

(ii) arrange and pay for insurance in accordance with the provisions of the Declaration and By-laws in amounts directed by the board;

(iii) repair and maintain or cause to be so repaired and maintained, those parts of the property which require repair and maintenance by the Corporation in accordance with the provisions of the Declaration and By-laws and without limiting the generality of the foregoing, such repair and maintenance shall include all lawns and landscaped areas; snow removal; the keeping of the common elements in a neat and tidy condition by the removal of litter therefrom; keeping all electrical wiring circuits and lighting fixtures in the common elements in good working order and providing all necessary light bulbs; provide for the removal and disposal of garbage; maintain such staff as may be required at all times to promptly and efficiently carry out the foregoing; buy such tools and equipment necessary to carry out the foregoing if same have either been budgeted for the first year budget of the Corporation or if the purchase of such tools and equipment is authorized by a resolution of the Board of Directors;

(iv) to pay to the Manager its management fees as hereinafter set forth;

(f) To keep accurate accounts of the financial transactions involved in the management of the property and render to the board semi-annual statements of income and expenditures with respect thereto and keep such accounts open for inspection by the board at all reasonable times. The Corporation shall pay to the Manager the cost of the bookkeeping and accounting services performed by the Manager pursuant to this agreement, which said costs may be deducted from the monies collected by the Manager pursuant hereto.

7. The duties of the Manager shall not include the duties of the officers of the Corporation set forth in the by-laws except as specifically otherwise provided in this Agreement.

8. The Manager may engage any parent or subsidiary corporation or any person, firm or corporation associated, affiliated or otherwise connected with it, to perform any work or services for the Corporation, within the scope of the Manager's duties under the provisions of this Agreement, without being in breach of any fiduciary relationship with the Corporation.

9. Upon the registration of the Declaration and thereafter at the beginning of each fiscal year during the term of this contract, the Manager shall furnish to the board in writing an estimated budget for the following year setting forth by categories the Manager's best estimate of all expenses of the operation of the property for the coming year including, without limiting the generality of the foregoing, payments for the reserve funds, any taxes payable by the Corporation, insurance premiums, water, gas and electrical rates and costs of all repairs, renewals, maintenance and supervision of the property. Upon request by the board or whenever, in the opinion of the Manager, any change from the expenditures forecast in the annual budget makes it desirable to do so, the Manager will submit to the board a supplementary budget covering the expenses of the operation of the property for the then remaining portion of the current fiscal year. The Manager will at all times hold itself available for consultation with the board for the purpose of establishing or revising the common expenses to be paid by the owners under the provisions of the Declaration and By-laws.

10. The Manager will at all times keep the board and all owners advised of the telephone number or numbers at which an agent of the Manager may be reached at any time during normal business hours in respect of any infraction of the Declaration, By-laws or rules and regulations, or at any time during the day or night in respect of any emergency at the property and the Manager will make arrangements to deal promptly with such infractions and immediately with any emergency arising in connection with the maintenance and operation of the property. The Manager shall deal in the first instance with minor emergencies and infractions and shall forthwith report to the board of any major emergency or any persistent, flagrant or serious violation of the Declaration, By-laws or rules and regulations. It is understood and agreed by the parties hereto that the Manager shall, in its discretion, determine whether or not an emergency exists and whether or not such emergency is of a minor or major nature.

11. The Corporation shall:

(a) pay to the Manager, during the first year of the term of this Agreement, for its managerial services hereunder the sum of \$11,700.00. During each successive year of the term of this Agreement, the management fee shall be increased by an amount not exceeding 15% of the original management fee, which fees shall include the salaries of a manager, an assistant manager and the cost of personnel required to

prepare the accounts of the Corporation. It is understood and agreed that such remuneration does not include any out-of-pocket expenses incurred by the Manager in the performance of its duties hereunder nor any costs of repairing or maintaining any part of the property which said costs and services are to be performed at an additional charge to the Corporation;

(b) reimburse the Manager promptly for any monies which the Manager may elect to advance for the account of the Corporation provided that nothing herein contained shall be construed to obligate the Manager to make any such advance;

(c) except in the case of negligence on the part of the Manager, its servants or agents, indemnify and save harmless the Manager from any and all liability and from all claims and damages arising out of damage or injuries to persons or property in or about or in any way connected with the property and defend at the expense of the Corporation all suits which may be rendered against the Manager on account thereof, provided that nothing contained in this subparagraph shall release the Manager from any liability to the Corporation in respect of a breach of any of the Manager's covenants herein contained;

(d) deliver to the Manager copies of all By-laws and rules and regulations made by the Corporation or the owners.

12. The Manager may, at its option, terminate this Agreement by thirty (30) days written notice to the Corporation and upon the expiration of such notice, all obligations of the Manager pursuant to the provisions of this Agreement shall cease and the Corporation shall pay to the Manager any monies due to it up to the date of such termination of this Agreement.

13. The Corporation hereby authorizes the Manager to hire, discharge or supervise all labour and employees required for the operation and maintenance of the property and assets of the Corporation, which employees shall be deemed to be the employees of the Corporation and not the Manager, and the Manager shall not

be responsible for the acts, defaults or negligence of such employees if reasonable care has been exercised in their appointment and retention.

14. The Corporation authorizes the Manager to sue for and recover rent, common expenses and all other sums due and to institute and prosecute actions to recover possession of any of the property or assets of the Corporation and, in the discretion of the Manager, to settle, compromise and release such actions or suits. For such purposes, the Corporation nominates, constitutes and appoints the Manager as its true and lawful attorney for it in the name, place and stead of the Corporation to sue, compromise and release such actions or suits as fully and to all intent and purposes as it might or would do personally. The Corporation hereby ratifies and confirms all that the Manager as its attorney shall lawfully do or cause to be done by virtue thereof.

15. This Agreement may be assigned by the Manager upon thirty (30) days written notice to the Corporation. Upon such assignment, all future liabilities of the Manager shall terminate as of the date of such assignment and the assignee shall be liable to the Corporation in all respects as if it had executed the Agreement in the first instance, such liability to commence only upon acceptance of the assignment of the Agreement.

16. All notices required or permitted to be given hereunder shall be sufficiently given:

(a) to the Corporation if signed by or on behalf of the party so giving notice hereunder and delivered or mailed by prepaid registered post to the Corporation at the address for service set out in the Declaration or at such other address as the Corporation may from time to time designate by written notice pursuant hereto;

(b) to the Manager if signed by or on behalf of the party so giving notice hereunder and delivered or mailed by prepaid registered post to the Manager at 5-K Caesar Avenue, Nepean, Ontario, K2G 0A8 or at such other address as the Manager may from time to time designate by written notice pursuant hereto.

All such notices shall be deemed to have been received on the fifth business day next following the date of such mailing.

17. The parties hereto shall make, do and execute or cause to be

executed all such further and other things, acts, deeds, documents, covenants and assurances as may be necessary or reasonably required to carry out the intended purpose of this Agreement fully and effectually.

18. This Agreement and every term, covenant and condition herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto caused their respective corporate seals to be affixed, attested to by the hands of their proper signing officers duly authorized in that behalf.

CARLETON CONDOMINIUM CORPORATION NO. 318

Per: _____
President

Per: _____
Secretary

GREENSIDE CONSTRUCTION MANAGEMENT LIMITED

Per: _____
Authorized signing officer

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Gloucester, (formerly in the Township of Gloucester), in the Regional Municipality of Ottawa-Carleton and Province of Ontario,

AND BEING COMPOSED OF:

Part of Lot 8, in Concession 4, Rideau Front, of the Geographic Township of Gloucester, in the County of Carleton, designated as Part I on Reference Plan 4R-5122, deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4), at Ottawa;

SAVE AND EXCEPT Part I on Reference Plan 4R-5217 deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4), at Ottawa;

SUBJECT to an easement in favour of Skyline Cablevision Limited, as more particularly set out in instrument Number 444863;

AND BEING remainder of Parcel 8-8, Section Gloucester 4-R.F.

* * *