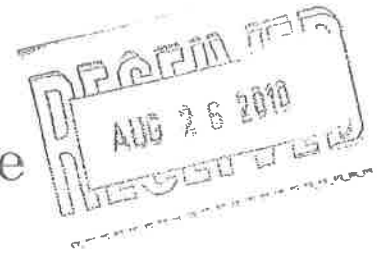


Nelligan O'Brien Payne

Lawyers/Patent and Trade-Mark Agents
Avocats/Agents de brevets et de marques de commerce



Jennifer Gagné, Condo Law Clerk, Tel: (613) 231-8288, Fax: (613) 788-3699, jennifer.gagne@nelligan.ca

August 24, 2010

Board of Directors
Ottawa-Carleton Standard Condominium Corporation No. 795
c/o Axia Property Management Inc.
200-1283 Algoma Road
Ottawa, ON K1B 3W7

Attention: Jim McHugh

Dear Jim and Members of the Board:

**Re: By-Law No. 3- Standard Unit By-Law
Our File No. 27547-1**

I am now pleased to enclose a copy of registered By-Law No. 3. This By-law was electronically registered in the Land Titles Office for the Land Titles Division of Ottawa-Carleton No. 4 on August 24, 2010, as Instrument No. OC1151609. We have retained a copy of the By-law for our records.

This new By-Law must, of course, now be included with your Status Certificate packages.

I am also enclosing the following note entitled "What Should Owners Do With The Standard Unit By-Law?"

Should you require anything further, please do not hesitate to contact me.

Yours very truly,

Jennifer Gagné
Condominium Law Clerk
Enclosures

**OTTAWA-CARLETON STANDARD CONDOMINIUM
CORPORATION NO. 795**

BY-LAW NO. 3

BE IT ENACTED as By-Law No. 3 (being a By-Law respecting a Standard Unit) of Ottawa-Carleton Standard Condominium Corporation No. 795 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

All words used herein which are defined in the *Condominium Act, 1998*, S.O. 1998, Chapter 19, as amended (the "Act") or the Declaration and Bylaws of the Corporation shall have ascribed to them the meanings set out in the Act, the Declaration or the By-Laws respectively. In addition to the foregoing, the following definitions shall apply:

1. "Declaration" shall mean the Declaration of the Corporation registered in the Office of Land Titles at Ottawa.
2. "Improvement" shall mean any improvement, alteration, addition, deletion or other modification to a Standard Unit and Improvement shall include appliances.
3. "Standard Unit" shall mean a Unit built in accordance with the original builder's "as built" plans and shall include the features set out in Schedule B of this By-Law.
4. "Unit" shall have the same meaning as set out in the Act, shall be as described or defined in Schedule C of the Declaration and shall include the features set out in Schedule B of this By-Law but shall exclude all appliances within the Unit.

**ARTICLE II
STANDARD UNIT**

1. For the purposes of the Act including Section 56(1)(h) thereof, a Standard Unit shall be as defined in Article I herein.

**ARTICLE III
MISCELLANEOUS**

1. 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. No restrictions, conditions, obligations or provisions contained in this By-Law shall be

deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur;

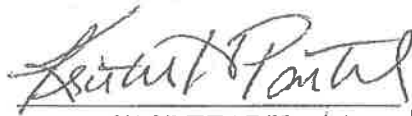
3. The use of the masculine gender in this By-Law shall be deemed to include the feminine and the use of the singular shall be deemed to include plural where the context so requires and vice-versa.
4. The headings in the body of this Bylaw form no part thereof but shall be deemed to be inserted for convenience of reference only.

The foregoing By-Law No. 3 is hereby passed by the Directors and confirmed by the unit owners pursuant to the *Condominium Act, 1998*.

DATED this 21st of April, 2010.

**OTTAWA-CARLETON STANDARD CONDOMINIUM
CORPORATION NO. 795**

Per:



SECRETARY *Krister Partel*

I have authority to bind the Corporation

SCHEDULE "B" TO BY-LAW NO. 3,

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 795

UNIT FEATURES

Eight foot high ceilings on floors 2 to 10, eight foot three inch high ceilings on the 11th floor;
Concrete construction between floors with paint finish
Metal stud and drywall interior partitions, painted
Standard quality paint, including priming and two coats of flat latex paint with semi-gloss paint in kitchen and bathroom
Stippled ceilings
Interior doors with passage sets and privacy sets on bathroom and bedroom
Most apartments have individual balconies
Large glass doors to the balconies, or "French balconies"
In-suite laundry hook-ups are located in the washrooms of all units except in units 06 and 08 where they are located in the in-suite storage room
Units 03, 04, 05, 06, 07, 08, 09 and 10 have in-suite storage areas with shelf and hanging rod
Kitchens have laminate countertop and melamine cabinet doors, stainless steel sink
Kitchen range hood vented to exterior
Kitchen, storage room (if applicable), sunroom and foyer have ceramic tile flooring
Living and dining areas, bedroom and den (if applicable) have 32 oz carpet
Bedroom closet has sliding closet doors full wall, 3 panels, with one shelf and hanging rod
Bathroom floor and bathtub/shower walls have ceramic tile
White bathroom fixtures (towel bar, tissue holder and soap dish) with chrome faucets and hardware
Standard builder grade toilet, bath tub and sink (ceramic)
Melamine counters and cabinets in bathroom
Bathroom exhaust fan vented to exterior
Pressure balance valve in shower
Light fixtures in kitchen and bathroom, ceiling mounted light fixture in dining room, in foyer and in storage area
Telephone, cablevision and network wiring within each apartment
Central seasonal heating and air conditioning with individual apartment controls
Individual rental hot water tanks in each unit
Smoke, heat and CO detectors (hardwired)
Standard builder grade fixtures

What Should Owners Do With The Standard Unit Bylaw?

As you know, it is our opinion that the *Condominium Act, 1998* requires that all existing condominium corporations pass by-laws to define the "standard units" in the condominium. According to the Act, the by-law must be passed before the corporation's first insurance renewal after May 5, 2001.

The standard unit by-law gives a description of the unit as unimproved. It is the responsibility of the condominium corporation to obtain insurance covering the unimproved or "standard" unit (subject to a reasonable deductible). Insurance for any improvement to the unit is the responsibility of the owner.

An improvement is any feature, which is not part of the standard unit description.

Therefore, when the standard unit by-law is passed, each owner should take a copy of the by-law to the owner's insurance broker. The owner should also give the broker a list of all features of the unit, which are not included in the standard unit description. Those are the unit improvements. The broker should then be asked to make sure that the owner's insurance policy provides adequate coverage for those improvements.

At present, most unit insurance policies provide an arbitrary amount of coverage for unit improvements - usually set at a percentage of the coverage for the owner's personal property or "contents". With a precise list of the unit improvements in hand, many owners and brokers may find that they can actually reduce the coverage for improvements. [They may find that they have actually been over-insured up until this time.] On the other hand, in some cases the insurance coverage may have to be increased.

At the end of the day, the standard unit description should enable owners and their brokers to more carefully assess the insurance requirements of the owner.

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 16 of 29

Properties

PIN 15795 - 0117 LT

Description UNIT 2, LEVEL 9, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 795 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 58 AND ALL OF LOTS 59 AND 60 PLAN 15558, SOUTH SIDE SOMERSET STREET BEING PART 1 ON PLAN 4R21973; OTTAWA. S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION OC891488.

Address 902 UNIT
138 SOMERSET STREET WEST
OTTAWA

PIN 15795 - 0118 LT

Description UNIT 3, LEVEL 9, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 795 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 58 AND ALL OF LOTS 59 AND 60 PLAN 15558, SOUTH SIDE SOMERSET STREET BEING PART 1 ON PLAN 4R21973; OTTAWA. S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION OC891488.

Address 903 UNIT
138 SOMERSET STREET WEST
OTTAWA

PIN 15795 - 0119 LT

Description UNIT 4, LEVEL 9, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 795 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 58 AND ALL OF LOTS 59 AND 60 PLAN 15558, SOUTH SIDE SOMERSET STREET BEING PART 1 ON PLAN 4R21973; OTTAWA. S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION OC891488.

Address OTTAWA

PIN 15795 - 0120 LT

Description UNIT 5, LEVEL 9, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 795 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 58 AND ALL OF LOTS 59 AND 60 PLAN 15558, SOUTH SIDE SOMERSET STREET BEING PART 1 ON PLAN 4R21973; OTTAWA. S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION OC891488.

Address 905 UNIT
138 SOMERSET STREET WEST
OTTAWA

PIN 15795 - 0121 LT

Description UNIT 6, LEVEL 9, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 795 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 58 AND ALL OF LOTS 59 AND 60 PLAN 15558, SOUTH SIDE SOMERSET STREET BEING PART 1 ON PLAN 4R21973; OTTAWA. S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION OC891488.

Address 906 UNIT
138 SOMERSET STREET WEST
OTTAWA

Applicant(s)

Name OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 795
Address for Service c/o Nelligan O'Brien Payne LLP
1500 - 50 O'Connor St.
Ottawa, ON
K1P 6L2

Ottawa-Carleton Standard Condominium Corporation No. 795 hereby certifies that by-law number 3 attached hereto See Schedules 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, Krister Partel, have the authority to bind the corporation.

The applicant(s) hereby applies to the Land Registrar.

Signed By

Jennifer Lynne Gagne 1500-50 O'Connor acting for Signed 2010 08 24
Ottawa Applicant(s)
K1P 6L2

Tel 6132388080

Fax 6132382098

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

NELLIGAN O'BRIEN PAYNE LLP 1500-50 O'Connor 2010 08 24
Ottawa
K1P 6L2

Tel 6132388080

Fax 6132382098

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Applicant Client File Number: 27547-1

Ottawa Carleton Standard Condominium Corporation No. 795

P.O. Box 8287, Station "T"
Ottawa, Ontario
K1G 3H7

Tel: (613) 738-9700 x. 120
Fax: (613) 738-0070

October 5, 2010

Dear Somerset Gardens Owner/Resident,

RE: By-law #3 – Standard unit; Pet Policy and amended Rules

On April 21, 2010 the Board held a special meeting which resulted in the passing of By-Law No.3 defining a Standard Unit in our condominium building. This by-law has been registered in the Land Titles Office for the Land Titles Division of Ottawa-Carleton No. 4 as Instrument No. OC1151609. Enclosed is a copy for your records. We have also enclosed a note entitled "What should owners do with the Standard Unit By-law" drafted by our lawyer, for your information.

At that same meeting there was some discussion about pets on common elements as the Board had received a number of complaints concerning inappropriate pet behaviour. We have consulted residents, owners, and pet owners, as well as our lawyer. From this input, we have developed a new policy that we believe will improve and solve pet issues in this building. Our goal is to solve pet behaviour problems in a way that promotes mutual respect and understanding, and does not burden owners or residents with an onerous "web of rules".

The Board policy on pets in the building will:

- 1 clarify the rights and responsibilities of pets and pet owners, and
- 2 clarify the Board's plan of action for dealing with pet problems in future.

Please take the time to read the pet policy document enclosed. We will work to ensure that all new owners are made aware of this policy in future, and we would encourage all owners who are renting to ensure that their tenants are similarly aware.

On August 20, 2008, the date our condominium was formally registered, the original Board of Directors promulgated a list of rules. On September 14, 2010, the present Board, pursuant to section 58 of the Condominium Act, passed an amended list of rules. It is attached.

This will serve as notice that, in accordance with sections 58 (6) (c) and 58 (7) of the Condominium Act, these rules will take effect 30 days after the date of this notice unless the Board receives a requisition for a meeting of owners in accordance with section 46. If you rent out your unit, please ensure that your tenant gets a copy of these new rules.

Any questions you have concerning the above issues can be directed to the Somerset Gardens Board of Directors, at somersetgardens@live.com.

With Regards,

James McHugh



Property Manager, Axia Property Management Inc.
"As Agents Only"

Resolution passed by Directors at a Board of Directors meeting held on the 14th day of September 2010.

BE IT RESOLVED that Ottawa Carleton Standard Condominium Corporation (OCSCC) 795 enact the following rules respecting the use of common elements and units in order to prevent unreasonable interference with the use and enjoyment of the common elements and of other units. No alteration or changes of any kind may be made to these, without approval by the Board.

The following rules and regulations shall be observed by the owners and the term "owners" shall include the owner or any other person occupying the unit, with the owner's approval:

1. The water closets (toilets) and all other water apparatus (sinks, tub, drains, dishwasher, washing machine) shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, oil, grease, ashes or other substances shall be thrown therein. Any damage resulting from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose clients, guests, visitors, clerks, employees or agents shall cause it.
2. No sign, advertisement or notice shall be inscribed, painted affixed or placed on any part of the inside or outside of the building, including the balcony windows and balconies, or any common elements whatsoever.
3. No awnings or shades shall be erected over or outside of the windows or balconies without prior consent of the Board.
4. No owners shall do, or permit any thing to be done to his/her unit or bring or keep anything therein which will, in any way, increase the risk of fire or the rate of fire insurance on the building or on any property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or by any owner or conflict with any of the rules or ordinances of the Board of Health or with any statute or municipal by-law.
5. Nothing shall be placed on the outside of window sills, balcony railings or projections without prior consent of the Board.
6. Water shall not be left running unless in actual use.
7. The owner, or owner approved occupant, shall not place, leave or permit to be placed or left in or upon the common elements, including those of which he/she has exclusive use, any debris, refuse or garbage. Such debris, refuse, or garbage shall be contained in properly tied polyethylene or plastic garbage bags not exceeding a weight of twenty-five pounds per bag and be deposited in the garbage chute in the garbage room on each floor. Where such debris, refuse, or garbage consists of large, sharp articles, packing crates or cartons, the owner shall arrange with the Superintendent to have those articles

taken to the Garbage Room on the ground level parking area. Furniture or appliance pick-up must be arranged with the Property Manager and the owner shall be responsible for the cost, if there is one. If a unit is undergoing renovations, all construction materials must be removed by the workmen involved and at the owner's expense. All recyclable materials must be taken and deposited into the appropriate Recycling bins on the ground level parking area.

8. Owners, their families, guests, visitors, clients, employees shall not create nor permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the property by other owners, tenants, their families, guests, visitors, and persons having business with them.
9. Nothing shall be thrown out of the windows or doors or down stairwells of the building.
10. Owners shall not overload existing electrical circuits nor tamper with the wiring of or disconnect the smoke detectors and shall be responsible to pay any associated fine or fee.
11. No auction sale shall be held on the property.
12. No stores of any combustible materials or offensive goods, provisions or materials shall be kept in the units, storage lockers, parking spaces, on balconies or on the property.
13. No noise, caused by pets, or any instrument or other device, or otherwise, which, in the opinion of the Board may be calculated to disturb the comfort of the other owners shall be permitted.
14. The sidewalks, entries, driveways, passageways, walkways, elevators, shipping areas and corridors used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for the ingress or egress to and from their respective units. Waste paper, garbage, refuse, floor mats or anything that shall tend to obstruct or tend to make them appear unclean or untidy shall not be placed in such areas or facilities.
15. No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit, or portion of the common elements, except by the Corporation in connection with a common television cable system.
16. No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept, or maintained on the common elements except where permitted by the Declaration.
17. No one shall harm, mutilate, destroy, or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers, flower beds, and ponds.

18. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by any owner, their family, guests, agents, employees, or occupants of the owner's unit shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.
19. Arrangements shall be made with the Property Manager ahead of time, as well as payment of fee for use, as set by the Board from time to time, when elevators are to be used for carrying freight or furniture or purposes of move-in or move-out. Elevators must not be used for these purposes until the Property Manager has given consent and the elevator cabs have been properly protected. Arrangements for small deliveries of furniture or large items must be made with the Superintendent ahead of time so that the elevator cabs can be properly protected and put on service.
20. Smoking is not permitted in the common elements areas of the building (i.e. lobby, elevators, corridors, stairwells, garage, penthouse, roof deck and gardens, amenities room and library). There shall be no smoking within 6 metres of any street level outdoor entrance.
21. No owner shall do anything or permit anything to be done that is contrary to any statute or municipal by-law or any rules, regulations or ordinances passed under any statute or municipal by-law.
22. No owner shall install hardwood or other hard surface flooring in the unit without acoustic cushion being first installed.
23. Only plants, flowers and seasonal furniture shall be placed on balconies, and balconies shall not be used for storage purposes. Neither patio enlargements nor balcony enclosures or other fixtures shall be installed, erected or created without the prior written consent of the Board. No permanent floor coverings of any kind shall be installed on the balconies. Any temporary flooring must be removed for the time between December 1st and March 31st.
24. No owner shall be permitted to install, place, store or use any type of barbeque equipment or facility on balcony areas.
25. Each of these rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these rules shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remaining part of that rule (if appropriate) or of the rules, and in such event, the other part of the rule (if appropriate) or the other rules shall continue in full force and effect as if such invalid rule or part of a rule had never been included herein.

Pet and Pet Owners Rights, Rules, and Responsibilities

Purpose

This following document will clarify the rights, rules, and responsibilities regarding pets and pet owners in Somerset Gardens.

Please note that Article 4.2.5 of the Declaration for this Condominium forms the basis from which this document was developed. All owners and residents should make themselves aware of what is set out in the Declaration, bylaws (if applicable) and rules in regards to pets on our common elements.

General Permission

“Article 4.2.5 Pets: No animals, livestock or fowl other than a pet shall be kept upon the common elements. When on the common elements, including those parts thereof of which any owner has exclusive use, all pets must be on a leash. No pet that is deemed by the Board or Manager in its absolute discretion to be a nuisance shall be kept by any owner upon the common elements. Such owner, within two weeks of receipt of a written notice from the Board or Manager requesting removal of such pet, shall permanently remove such pet from the property.”

The Declaration allows that an owner, resident, or visitor may be accompanied by their pet(s) in and on all common elements of the building to which the pet owner has access.

Restrictions

As per our declaration, all pets must be on a leash when in or on common elements, including exclusive use common elements.

As per our declaration, no pet that is deemed to be a nuisance will be permitted to reside within, visit, or otherwise be present in the building. The Board, or Manager, in its absolute discretion, may deem a pet to be a nuisance for reasons that include, but are not limited to, the following:

- Causing bodily harm to people or other animals
- Acting in an aggressive or frightening manner towards people or other animals
- Being off-leash or out of owner control on common elements
- Urinating, defecating, or vomiting upon common elements
- Making excessive noise or causing excessive and offensive lingering odour
- Damaging common element assets or personal property
- Conduct of the pet that otherwise breaks any by-laws, laws, or regulations that apply to pets in public places in the City of Ottawa

General Owner and Resident Responsibilities

The Board authorizes any owner or resident who witnesses potential nuisance behaviour on the part of a pet in the building to notify the Board of the date, time, and particulars of the situation through email at somersetgardens@live.com.

Pet and Pet Owners Rights, Rules, and Responsibilities

It is important that all owners and residents act as the eyes and ears of the corporation. Without input from these groups, it is unlikely that any irresponsible pet owners or any problem pets will be placed under any pressure to become better condominium citizens. It does not matter if only partial information can be given – that information is still important for the Board to have.

The identity of individuals who pass on this information will not be revealed to other owners or residents.

Pet Owner Responsibilities

Pet owners are required to be proactive in ensuring that their pets do not engage in potential nuisance behaviour.

The Board, however, understands that even with the best preventative measures in place, accidents do happen. With that in mind, the Board requires of any pet owner whose pet has engaged in behaviour that could qualify as nuisance behaviour to take responsible action to rectify the situation. This could include, but is not limited, to the following:

- Cleaning up pet messes on common elements
- Taking initiative to reach solutions to problems that involve neighbours
- Notifying the Superintendent, Management, or the Board of the situation and your action to resolve it if applicable
- Providing payment for damaged property

In all cases, owner behaviour that is reasonable, responsible, and respectful will be recognized by the Board as an important mediating factor in determining whether or not a pet presents a nuisance to the building.

Board Powers and Conflict Action Plan

As said above, the Board, in its absolute discretion, may deem a pet to be a nuisance. As per our declaration, if a pet is deemed by the Board to be a nuisance, the Board has the authority to order the removal of the animal from Somerset Gardens and ban it from returning.

This is not a power that the Board takes lightly, and in all but the most extreme and aggravated cases it is unlikely that it will be first action taken. Rather, the Board is committed to working with pet owners to find solutions that will stop nuisance behaviour without resorting to this option.

Therefore, the Board will make use of the following levels of action in dealing with pet and pet owner conflict:

Level 1 – Sending letters to the pet owner to advise them of problem behaviours that have been observed that need to be changed.

Level 2 – Holding meetings with the pet owner and/or other affected parties to discuss measures and put in place solutions with management and the Board to address problem behaviours.

Level 3 – Determining by a vote of the Board that a pet constitutes a nuisance in the

Pet and Pet Owners Rights, Rules, and Responsibilities

building and advising the pet owner that they must remove the pet within two (2) weeks of receipt of a written notice from the Board or property manager.

If pet owners follow their responsibilities and can prove that they are taking reasonable precautions to prevent conflict and problem behaviour, the Board is confident that no Level 3 action will need to be taken. However, the Board reserves the right with any owner who shows disregard for their responsibilities or the conflict resolution process that the Board has outlined herewith to take Level 3 action against their offending pet.