

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

yyyy mm dd Page 1 of 10

Properties

<i>PIN</i>	05718 - 0001 LT	<input checked="" type="checkbox"/> Redescription
<i>Description</i>	AFFECTS ALL UNITS AND COMMON ELEMENTS COMPRISING LANARK STANDARD CONDOMINIUM PLAN NO. 18, BEING THIS PIN AND ALL OF THE FOLLOWING PINS	
	UNIT 1, LEVEL 1, LANARK STANDARD CONDOMINIUM PLAN NO. 18	
<i>Address</i>	ALMONTE	
<i>PIN</i>	05718 - 0002 LT	
<i>Description</i>	UNIT 2, LEVEL 1, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS	
<i>Address</i>	ALMONTE	
<i>PIN</i>	05718 - 0003 LT	
<i>Description</i>	UNIT 3, LEVEL 1, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS	
<i>Address</i>	ALMONTE	
<i>PIN</i>	05718 - 0004 LT	
<i>Description</i>	UNIT 4, LEVEL 1, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS	
<i>Address</i>	ALMONTE	
<i>PIN</i>	05718 - 0005 LT	
<i>Description</i>	UNIT 5, LEVEL 1, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS	
<i>Address</i>	ALMONTE	
<i>PIN</i>	05718 - 0006 LT	
<i>Description</i>	UNIT 6, LEVEL 1, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS	
<i>Address</i>	ALMONTE	
<i>PIN</i>	05718 - 0007 LT	
<i>Description</i>	UNIT 7, LEVEL 1, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS	
<i>Address</i>	ALMONTE	
<i>PIN</i>	05718 - 0008 LT	
<i>Description</i>	UNIT 8, LEVEL 1, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS	
<i>Address</i>	ALMONTE	
<i>PIN</i>	05718 - 0009 LT	
<i>Description</i>	UNIT 9, LEVEL 1, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS	
<i>Address</i>	ALMONTE	
<i>PIN</i>	05718 - 0010 LT	
<i>Description</i>	UNIT 10, LEVEL 1, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS	
<i>Address</i>	ALMONTE	
<i>PIN</i>	05718 - 0011 LT	
<i>Description</i>	UNIT 11, LEVEL 1, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS	
<i>Address</i>	ALMONTE	

Properties

PIN 05718 - 0012 LT
Description UNIT 1, LEVEL 2, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS
Address ALMONTE

PIN 05718 - 0013 LT
Description UNIT 2, LEVEL 2, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS
Address ALMONTE

PIN 05718 - 0014 LT
Description UNIT 3, LEVEL 2, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS
Address ALMONTE

PIN 05718 - 0015 LT
Description UNIT 4, LEVEL 2, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS
Address ALMONTE

PIN 05718 - 0016 LT
Description UNIT 5, LEVEL 2, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS
Address ALMONTE

PIN 05718 - 0017 LT
Description UNIT 6, LEVEL 2, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS
Address ALMONTE

PIN 05718 - 0018 LT
Description UNIT 7, LEVEL 2, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS
Address ALMONTE

PIN 05718 - 0019 LT
Description UNIT 8, LEVEL 2, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS
Address ALMONTE

PIN 05718 - 0020 LT
Description UNIT 9, LEVEL 2, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS
Address ALMONTE

PIN 05718 - 0021 LT
Description UNIT 10, LEVEL 2, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS
Address ALMONTE

PIN 05718 - 0022 LT
Description UNIT 1, LEVEL A, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS
Address ALMONTE

PIN 05718 - 0023 LT
Description UNIT 2, LEVEL A, LANARK STANDARD CONDOMINIUM PLAN NO. 18 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN LC93401 TOWN OF MISSISSIPPI MILLS
Address ALMONTE

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

Applicant(s)

Name LANARK STANDARD CONDOMINIUM CORPORATION NO. 18
Address for Service c/o Nelligan O'Brien Payne LLP
1500 - 50 O'Connor St.
Ottawa, ON
K1P 6L2

Lanark Standard Condominium Corporation No. 18 hereby certifies that by-law number 2 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, Johannes Hill, have the authority to bind the corporation.

Signed By

Jennifer Lynne Gagne 1500-50 O'Connor acting for Signed 2009 11 30
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 2009 11 30
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 : 24759-1

THOBURN MILL CONDOMINIUM

LANARK STANDARD CONDOMINIUM CORPORATION NO. 18 BY-LAW NO. 2

BE IT ENACTED as By-law No. 2 (being a By-law respecting common element additions, alterations or improvements) of LANARK STANDARD CONDOMINIUM CORPORATION NO. 18 (hereinafter referred to as the "Condominium Corporation") as follows:

ARTICLE I DEFINITIONS

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

ARTICLE II PURPOSE OF THIS BY-LAW

This By-law is being passed for the following purposes:

- a) To confirm the types of common element additions, alterations or improvements which unit owners are permitted to make, subject to the terms and conditions described in this By-law.
- b) To record the Board's approval of the additions, alterations or improvements, subject to the terms and conditions in this By-law.
- c) To provide any required notice to unit owners and required voting approval for the additions, alterations or improvements.
- d) To establish the terms and conditions which apply to any such additions, alterations or improvements and which accordingly constitute an agreement between the owner(s) and the Condominium Corporation pursuant to the Act and this By-law.

ARTICLE III PERMITTED ADDITIONS, ALTERATIONS OR IMPROVEMENTS

1. Owners of any units with a commercial use shall have the right to make additions, alterations or improvements to their units and/or the common elements to accommodate the addition, installation or operation of heating, cooling, ventilating and other mechanical equipment relating to the reasonable commercial use of the units.
2. Commercial unit owners and/or their tenants will be permitted to erect signage on the exterior facade of the building provided that the design and location of the signage will also be subject to approval of the Board of Directors, all requirements of the municipal Signs By-law and provided that any lighting for such signage shall be designed to shed light away from the units and on to the common element parking areas or the street.
3. The owner of Units 4 and 5 on Level 1 and Units 1 and 2 on Level A shall have the right to connect the two units to create one occupiable space, provided that the connected units continue to comply with all occupancy, building and Code requirements and provided that the party wall or common element wall between the units shall be reinstated to the satisfaction of the Board of Directors in the event that either of the units is later transferred or separately occupied.

4. The owner of Units 1 and 2 on Level 2 shall have the right to connect the two units to create one occupiable space, provided that the connected units continue to comply with all occupancy, building and Code requirements and provided that the party wall between the units shall be reinstated to the satisfaction of the Board of Directors in the event that either of the units is later transferred or separately occupied.
5. The owners of Unit 10, Level 2 shall have the right to install a skylight in the ceiling of the unit and/or to close off one entrance door to the unit from the common element hallway.
6. The owner of Unit 8, Level 2 shall have the right to install a skylight in the ceiling of the unit.
7. The owners of Units 9 and 10, Level 2 shall have the right to attach approved fixtures to the underside of the concrete ceiling slab.
8. The owner of Unit 5, Level 1 shall have the right to construct an entrance door to the unit from the common element hallway.
9. Where gas service is available, owners of units may install a natural gas fireplace or natural gas kitchen appliances in their unit provided that any related maintenance, repair and replacement of the gas fireplace, gas appliances, venting and related apparatus shall be the responsibility of the unit owner in accordance with Articles 4.05 and 5 of the Declaration. This provision shall apply to all natural gas fireplaces and natural gas appliances installed in the units, including those installed by the Declarant.
10. Owners may install a connection for natural gas from the natural gas supply for the unit to a barbecue located within the exclusive use balcony or roof deck area.
11. The owner of Unit 2, Level A shall have the right to make such modifications to the exterior common element wall beyond the boundary of the unit and to install cabling from the generator within the unit to the mechanical room on Level A, as may be necessary to permit the operation of the water turbine within the unit as more particularly described in Article 3.03 of the Declaration.
12. The owners of Unit 1 on Level A and Units 8 and 9 on Level 1 shall have the right to construct a balcony on the northerly side of the building and to construct an access door to the balcony from the unit, if required. The proposed balconies will extend beyond the boundary of the Lands over the bed of the Mississippi River. The Declarant has obtained permission from the Ministry of Natural Resources ("MNR") for the encroachments to exist subject to the balconies being constructed in accordance with proposed plans submitted by the Declarant to MNR. Any significant variation in construction from these plans will require pre-approval from MNR and may result in the Board denying its approval of the plans and specifications for the modification.
13. The owner of Unit 7, Level 1 and Unit 9, Level 2 shall have the right to construct a balcony in a location approved by the Board of Directors, and to construct an access door to the balcony from the unit, if required.
14. The owners of Units 3, 4, 5 and 6 on Level 2 shall have the right to install removable wooden decking on their exclusive use roof deck provided that the design and location of the wooden decking will be subject to approval of the Board of Directors.
15. Owners may install a doorbell or other door chime system on the wall of the common element corridor adjacent to the entrance door to the unit provided that the size, design and location of the doorbell or other door chime system shall be subject to the approval of the Board of Directors.

16. The owner of Unit 3, Level 2 may convert the existing public washroom that is within the boundaries of the unit into habitable space within the unit by closing off the entrance door to the washroom from the common element hallway, subject to the plans for the conversion being approved by the Board of Directors.

ARTICLE IV TERMS AND CONDITIONS

The within approval of the additions, alterations or improvements described in Article III (herein called the “additions, alterations or improvements”) is subject to the following terms and conditions and any unit owner carrying out, or having carried out, any such additions, alterations or improvements agrees with the Condominium Corporation and all other unit owners, on his/her own behalf and on behalf of his/her successors and assigns, to be bound by and to comply with all such terms and conditions, namely:

1. No additions, alterations or improvements shall be made or kept except with the prior written approval of the Condominium Corporation, such approval not to be unreasonably withheld. The additions, alterations or improvements shall comply with all plans, drawings, specifications, colours and/or other requirements as may be approved in writing by the Board or as may be set forth in the By-laws or Rules of the Condominium Corporation. Furthermore, prior to proceeding with the additions, alterations or improvements, the owner shall obtain and provide to the Condominium Corporation such permits and professional certificates as may be requested in writing by the Board.
2. All additions, alterations or improvements shall comply with all municipal, provincial and federal legislation, including all municipal by-laws, Heritage By-laws and building regulations. The owner shall investigate and determine all occupational health and safety requirements that apply to any work related to the additions, alterations or improvements (including work related to installation, repair or maintenance of the additions, alterations or improvements) and shall ensure that all of those requirements are met.
3. The additions, alterations or improvements shall be maintained and repaired in a good and safe condition by the owner at the owner's sole expense. The Condominium Corporation shall not be responsible to maintain or repair the additions, alterations or improvements, nor shall the Condominium Corporation be responsible to obtain any insurance with respect to the additions, alterations or improvements. The additions, alterations or improvements shall be at the sole risk and expense of the owner and the additions, alterations or improvements shall be owned by the owner.
4. In the event that the owner fails to maintain or repair the addition, alteration or improvement as required herein, the Condominium Corporation may, at its option and after notifying the owner and affording the owner a reasonable opportunity to effect such maintenance or repair, carry out such maintenance or repair and all costs and expenses incurred by the Condominium Corporation in arranging and carrying out the maintenance or repair shall be payable to the Condominium Corporation by the owner and shall be collectible in accordance with Article IV(7) hereof.
5. The owner shall obtain sufficient insurance against any and all risks of damage or harm to persons or property or any other liability that may arise in connection with the additions, alterations or improvements, during and following construction. The owner shall provide to the Condominium Corporation proof satisfactory to the Condominium Corporation that such insurance is in place within a reasonable period of time following any request by the Condominium Corporation for such proof.

6. The owner shall fully and completely indemnify and save harmless the Condominium Corporation from and against any and all loss, costs, expenses, claims or damages, of whatever kind and however arising, as a result of a breach of any of these terms and conditions, or otherwise relating to the additions, alterations or improvements, including any claims against the Condominium Corporation for damages resulting from, caused by, or associated with the additions, alterations or improvements. Without limiting the generality of the foregoing, the owner shall be responsible for all costs and expenses incurred in order to remove the additions, alterations or improvements to afford the Condominium Corporation access to any portion of the property (for the purposes of carrying out repair or maintenance, or for any other reason) as well as reinstatement of the additions, alterations or improvements (if desired), and the Condominium Corporation shall have no obligation for any damage which may be caused to the additions, alterations or improvements as a result of any such required access.
7. Any amounts owing to the Condominium Corporation by the owner as a result of these terms and conditions shall be added to the owner's common expenses and shall be collectible against the owner, together with all reasonable costs, charges and expenses incurred by the Condominium Corporation in connection with the collection or attempted collection of the amount, in the same manner as common expenses, including by way of Condominium lien in accordance with the *Condominium Act*.
8. In addition to any other rights and remedies available to the Condominium Corporation hereunder or otherwise, in the event that the owner contravenes any of the within terms and conditions, the Condominium Corporation shall be entitled, upon ten days written notice to the owner, to remove the additions, alterations or improvements and to restore the common elements to their previous condition. All costs and expenses associated with such removal and restoration shall be the responsibility of the owner and shall be payable by the owner to the Condominium Corporation, and collectible in accordance with Article IV(7) hereof.
9. Any notice required hereunder may be delivered as set out in the By-laws of the Condominium Corporation.
10. All of these terms and conditions shall be binding upon the successors, assigns and transferees of the owner.
11. Except where otherwise indicated, all of these terms and conditions shall similarly apply to any additions, alterations or improvements carried out prior to the enactment of this By-law.

Any other additions, alterations or improvements to the common elements not listed herein may require separate approval by a vote of the unit owners in accordance with sections 97 and 98 of the Act, and the Declaration.

ARTICLE V ACKNOWLEDGEMENT

In addition to the foregoing requirements, any owner wishing to carry out any additions, alterations or improvements shall sign an Acknowledgement in the form attached as Schedule "2". The Acknowledgement shall be held by the Condominium Corporation in the owner's unit file and the Condominium Corporation shall attach a copy of the Acknowledgement to any status certificate issued regarding the unit.

**ARTICLE VI
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. Plural: The use of the masculine gender in this By-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.
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.
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.
5. Alterations: This By-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

The foregoing By-law is hereby passed by the Directors and confirmed by the unit owners pursuant to the Condominium Act, 1998 of Ontario.

DATED this 24th day of November, 2009.

**LANARK STANDARD
CONDOMINIUM CORPORATION
NO. 18**

Per: 

Print Name: Johannes Hill
Print Title: President

Per: 

Print Name: Stephen Brathwaite
Print Title: Secretary-Treasurer

We have authority to bind the Corporation.

**Schedule "1" to By-law No. 2
Acknowledgement Respecting Additions, Alterations or Improvements to
Common Elements**

TO:

**LANARK STANDARD CONDOMINIUM CORPORATION NO. 18
("the Condominium Corporation")**

FROM:

(please print name(s))

("the Owner")

WHEREAS:

1. The Owner is the registered owner of Unit _____, Level _____, Lanark Condominium Plan No. 18.
2. Please choose one of the following [delete all that do not apply]:
 - (a) The Owner is not a spouse.
 - (b) The Unit owners are spouses of one another.
 - (c) The Owner is a spouse. The person consenting below is the Owner's spouse.
3. The Owner wishes to carry out the following additions, alterations or improvements to the common elements:

(please print)

("the additions, alterations or improvements")

4. The additions, alterations or improvements are item number(s) _____ in Article III of By-law No. 2 of the Condominium Corporation.
5. (If appropriate, add:) Additional detail respecting the addition, alteration or improvement is contained in the drawings and/or specifications attached as Appendix "1".

NOW THEREFORE:

The Owner acknowledges that the Owner is bound by all of the terms and conditions listed in Article IV of the Condominium Corporation's By-law No. 2 and that the said terms and conditions constitute an agreement between the Condominium Corporation and the Owner as stated in that By-law. The Owner also agrees to comply with all other By-laws and Rules of the Condominium Corporation that apply to the additions, alterations or improvements.

DATE: _____

LANARK STANDARD CONDOMINIUM CORPORATION NO. 18

Per:

Print Name: Johannes Hill
Print Title: President

Per:

Print Name: Stephen Brathwaite
Print Title: Secretary-Treasurer

We have authority to bind the Corporation.

Witness

Owner

Witness

Owner

Witness

(Spouse where required)