

CARLETON CONDOMINIUM CORPORATION NO. 67

BY-LAW NO. ~~II~~

BE IT ENACTED as By-Law No. ~~II~~ (being a special By-Law respecting an easement in favour of Consumers Gas, and related matters) of CARLETON CONDOMINIUM CORPORATION NO. 67 (hereinafter referred to as the "Corporation") as follows:

WHEREAS Section 9 of the Condominium Act permits the Corporation, by special By-Law, to grant an easement through the common elements;

AND WHEREAS the supply of natural gas to the property will require an easement in favour of Consumers Gas for the purpose of constructing, operating, repairing and maintaining gas service to the property;

AND WHEREAS the supply of gas as aforesaid will also involve certain alterations to the common elements which require the approval of the unit owners pursuant to Section 38 of the Act;

AND WHEREAS the installation of oil furnaces and related equipment is an alternative to the supply of gas, which will also involve certain alterations to the common elements, which require the approval of the unit owners pursuant to Section 38 of the Act;

AND WHEREAS the said alterations have been determined to be non-substantial for the purposes of Section 38 of the Act;

AND WHEREAS the confirmation of this special By-Law will therefore constitute approval under Section 38 of the Act for the said alterations to the common elements, subject to the terms and conditions set forth herein;

NOW THEREFORE be it enacted as a special By-Law of the Corporation as follows:

ARTICLE I
DEFINITIONS

All words used herein which are defined in the Condominium Act, R.S.O. 1990, c. 26, shall have ascribed to them the meanings as set out in the Act as amended from time to time.

ARTICLE II
EASEMENT AGREEMENT

In order to allow for the supply of natural gas to the units of the condominium, the Corporation is hereby authorized to enter into an agreement for the granting of an easement in favour of Consumers Gas, in a form acceptable to the Board.

ARTICLE III
ADDITIONS TO COMMON ELEMENTS

All additions to the common elements required for the aforesaid supply of gas are hereby approved, including any additions to the common elements carried out by or on behalf of individual unit owners (including the gas line from the meter and through the concrete basement wall) in order to arrange for gas service to the unit. Provided, however, that the approval for any such additions to the common elements required in order to arrange for gas service to a particular unit (herein called "the addition") is subject to the following terms and conditions and any unit owner arranging for any such addition agrees with the Corporation and all other unit

4

owners on his/her own behalf and on behalf his/her successors and assigns, to be bound by and to comply with all such terms and conditions, namely:

- (1) Owners shall be permitted to install gas furnaces, gas hot water heaters and other gas appliances in their units, as long as they meet the requirements of the Canadian Standard Association or the requirements of a similar and recognized organization;
- (2) All additions shall comply with all municipal, provincial and federal legislation including all municipal By-Laws and building regulations;
- (3) Each addition shall be maintained and repaired in a good and safe condition by the unit owner at the unit owner's sole expense. Notwithstanding the provisions of the Act and Declaration and By-Laws of the Corporation, the Corporation shall not be responsible to maintain or repair any addition nor shall the Corporation be responsible to retain any insurance with respect to any addition;
- (4) In the event that the unit owner fails to maintain or repair the addition as required herein, the Corporation may, at its option and after notifying the unit owner and affording the unit owner a reasonable opportunity to effect such maintenance or repair, carry out such maintenance or repair and all costs and expenses incurred by the Corporation in arranging and carrying out the maintenance or repair shall be payable to the Corporation by the unit owner and collectible in accordance with Article III (7) hereof;
- (5) The unit owner shall obtain insurance, satisfactory to the Corporation, against any and all liability which may arise in connection with the addition. The unit owner shall provide to the Corporation proof satisfactory to the Corporation that such insurance is in place within a reasonable period of time following any request by the Corporation for such proof;
- (6) The unit owner shall fully and completely indemnify and save harmless the Corporation from any and all loss, costs, expenses, claims or damages, of whatever kind and however arising, as a result of the breach of any of these terms and conditions, or otherwise relating to the addition, including any claim against the Corporation for damages resulting from, caused by, or associated with the addition. Without limiting the generality of the foregoing, the unit owner shall be responsible for all costs and expenses incurred in order to remove any addition in order to afford the Corporation access to any portion of the property (for the purposes of carrying out repair or maintenance, or for any other reason) and the Corporation shall have no obligation for any damage which may be caused to the addition as a result of any such required access;
- (7) Any amounts owing to the Corporation by a unit owner by virtue of these terms and conditions shall be added to the unit owner's common expenses and shall be collectible against the unit owner, together with all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collections of the amount, in the same manner as common expenses, including by way of Condominium lien in accordance with the Act;
- (8) In addition to any other rights and remedies available to the Corporation hereunder or otherwise, in the event that any unit owner contravenes any of the within terms and conditions, the Corporation shall be entitled upon ten days written notice to the unit owner, to remove the addition and restore the common elements to their previous condition. All costs and expenses associated with such removal and restoration shall be the responsibility of the unit owner and shall be payable by the unit owner to the Corporation, and collectible in accordance with Article III (7) hereof;
- (9) Any such addition carried out by a unit owner shall be carried out at the sole expense of the unit owner;
- (10) All of these terms and conditions shall be binding upon the successors and assigns of the unit owner.

5

ARTICLE IV
OIL FURNACES

All additions to the common elements required for the installation of oil furnaces and related equipment are hereby approved, including any addition to the common elements carried out by or on behalf of the individual unit owners (including the oil line feeders going through the concrete basement wall) in order to arrange for the supply of oil to the unit. Provided, however, that the approval for any such additions to the common elements required in order to arrange for oil supply to a particular unit (herein called "the addition") is subject to the following terms and conditions and any unit owner arranging for any such addition agrees with the 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:

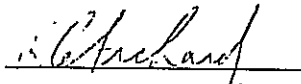
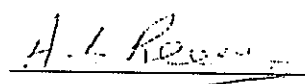
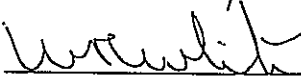
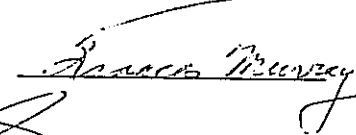
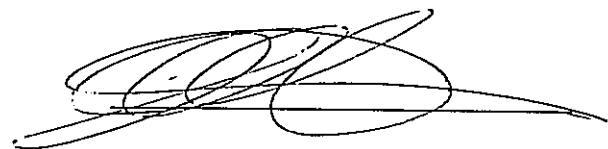
- (1) Owners shall be permitted to install oil furnaces as long as they meet the requirements of the Canadian Standard Association or the requirements of a similar and recognized organization;
- (2) Those same conditions enumerated in Article III, above, under paragraphs (2) to (10) inclusively.

ARTICLE V
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 hereof;
- (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, 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 forgoing By-Law is hereby passed by the Directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the Directors.

DATED this day of , 1993

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="font-size: 24pt; text-align: center;">860400</p> <p style="text-align: center;">REGISTRATION RECEIPT PROVINCIAL OFFICE LAND TITLES DIVISION</p> <p style="font-size: 24pt; text-align: center;">'93 11 12 11 30</p> <p>New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p>Executions Additional: See Schedule <input type="checkbox"/></p>	(1) Registry Land Titles 1/2	(2) Page 1 of 51 pages	
	(3) Property Identifier(s) Block Property Additional: See Schedule <input type="checkbox"/>		
	(4) Nature of Document By-Law (Condominium Act - Section 28).		
	(5) Consideration None Dollars \$ None		
	(6) Description All units and common elements comprising the property included in Carleton Condominium Plan No. 67 in the City of Kanata in the Regional Municipality of Ottawa-Carleton Land Registry Office for the Land Titles Division of Ottawa-Carleton (No.4)		
	(7) This Document Contains: <input type="checkbox"/> (a) Redescription <input type="checkbox"/> New Easement <input type="checkbox"/> Plan/Sketch <input type="checkbox"/> (b) Schedule for: <input type="checkbox"/> Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>		

(8) This Document provides as follows:

See Schedule for By-Law and Certificate attached.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
Carleton Condominium Corporation N°. 67 (Applicant)	 Judy White (Property Manager) Seal	1993 11 08

(11) Address for Service: 1-1010 Polytek Street, Gloucester, Ontario K1J 9H8

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property Bethune Way Bethune Court Best Way Salye Crescent Chisholm court Gingras Court	(15) Document Prepared by: JERONIGA OF CANADA LTD. 1-1010 Polytek Street Gloucester, Ontario	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Fees and Tax</th> </tr> <tr> <td style="width: 70%;">Registration Fee</td> <td style="text-align: center;">50,-</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee	50,-					Total	
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