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CARLETON CONDOMINIUM CORPORATION NO. 67

By-Law No. 4

BE IT ENACTED as By-Law No. 4 (being a By-Law respecting the installation of central air conditioners) of Carleton Condominium Corporation No. 67 (hereinafter referred to as the "Corporation") as follows:

WHEREAS the Corporation wishes to allow owners to install central air conditioners;

AND WHEREAS the installation of central air conditioners may constitute an alteration to the common elements of the Corporation within the meaning of section 38 of the Condominium Act, R.S.O. 1990, c. 26 ("the Act");

AND WHEREAS section 38 of the Act requires that additions, alterations or improvements to the common elements which are not substantial receive the approval of the unit owners owning a majority of the units for which owners are in attendance at a meeting;

AND WHEREAS the Corporation has determined that this alteration is not substantial;

AND WHEREAS Section 28 of the Act requires that By-Laws be confirmed by owners who own not less than 51 percent of the units;

AND WHEREAS the approval of this By-Law under section 28 of the Act shall constitute evidence that any approval of the installation of the central air conditioners which may be required under section 38 of the Act has been obtained.

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

ARTICLE I

All words used herein which are defined in the Condominium Act, R.S.O. 1980, c. 84 shall have ascribed to them the meanings set out in the Act as amended from time to time.

ARTICLE II  
APPROVAL

The confirmation of this By-Law in accordance with Section 28 of the Act constitutes approval for the installation of central air conditioners for each unit in the Corporation in accordance with sections 28 and 38 of the Act, and the Declaration of the Corporation.

ARTICLE III  
AMENDMENT TO BY-LAW NO. 2

By-Law No. 2 of the Corporation is hereby amended by revoking Article No. 1 of Schedule "A" of By-Law No. 2

ARTICLE IV  
INSTALLATION OF CENTRAL AIR CONDITIONERS

All additions to the common elements required for the aforesaid installation of central air conditioners are hereby approved, including any additions to the common elements carried out by or on behalf of the individual unit owners (including the supply lines) from the central air conditioner and through the concrete basement wall (in order to arrange for the operation of the central air conditioners). Provided, however, that the approval for any such additions to the common elements are required in order to arrange for the installation of central air conditioners

to a particular unit (herein called the "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 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:

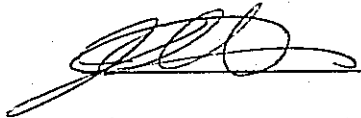
- (1) Owners shall be permitted to install central air conditioners provided that the installation shall be in conformity with the requirements and specifications of the Corporation, which may from time to time be amended;
- (2) All additions shall comply with all municipal, provincial and federal legislation 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 IV (6) hereof;
- (5) 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;
- (6) 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;
- (7) 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 IV (6) hereof;
- (8) Any such addition carried out by a unit owner shall be carried out at the sole expense of the unit owner;
- (9) All of these terms and conditions shall be binding upon the successors and assigns of the unit owner.

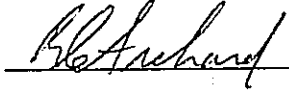
ARTICLE V  
MISCELLANEOUS

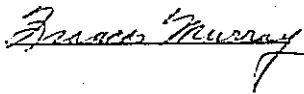
- (1) Invalidity: The invalidity of any part of this By-Law shall not impair or affect in any manner the validity and enforceability or effect of the balance hereof;
- (2) Gender: The use of the masculine gender in this By-Law shall be deemed to include the feminine and neuter genders and the use of 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 17<sup>th</sup> day of November, 1993







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<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="text-align: center;">862847</p> <p style="text-align: center;">REGISTRATION (4) REGISTRATION DIVISION</p> <p style="text-align: center;">'93 11 29 15 27</p> <p style="text-align: center;">SUSAN WEBB REGISTRATION OFFICER</p> <p style="text-align: center;">New Property Identifiers</p> <p style="text-align: center;">Executions</p> <p style="text-align: center;">Additional: See Schedule <input type="checkbox"/></p> <p style="text-align: center;">Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 5 pages <span style="float:right">28</span>
	(3) Property Identifier(s)		Block Property
	(4) Nature of Document		
	By-Law (Condominium Act - Section 28).		
	(5) Consideration		
	None <span style="float:right">Dollars \$ None</span>		
(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:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>

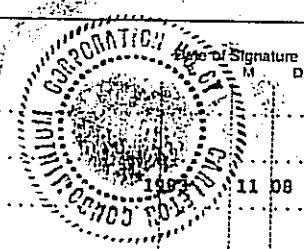
(8) This Document provides as follows:

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)	Signature(s)	Date of Signature
Name(s)		Y M D
Carleton Condominium Corporation	<i>Judy White</i>	
No. 67	Judy White	
(Applicant)	(Property Manager) Seal	11 08



(11) Address for Service: 1-1010 Polytak Street, Gloucester, Ontario K1J 9R8

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

(13) Address for Service

(14) Municipal Address of Property	(15) Document Prepared by:	Fees and Tax
Bathuna Way Bathuna Court Best Way Selye Crescent Chisholm Court Gingras Court	JERONIGA OF CANADA LTD. 1-1010 Polytak Street Gloucester, Ontario	Registration Fee 50
		Total