

CARLETON CONDOMINIUM CORPORATION NO. 67

BY-LAW NO.5

BE IT ENACTED as By-Law No. 5 (being a By-Law respecting additions to the common elements) of CARLETON CONDOMINIUM CORPORATION NO. 67 (hereinafter referred to as the "Corporation") as follows:

WHEREAS a number of unit owners in the Corporation have expressed a desire to make certain additions, alterations, or improvements, or alternatively, have already made such additions, alterations, or improvements, to the common elements;

AND WHEREAS the Corporation has no objection to the additions, alterations or improvements listed in Article III below (herein called the "additions") provided that each addition is or has been carried out at the unit owner's expense and in accordance with plans, drawings, specifications and colours approved by the Corporation and provided the particular unit owner, (herein called "the unit owner") assumes all responsibility (on his or her own behalf and on behalf of his or her successors and assigns) for maintenance, repair, insurance, liability and other costs or expenses associated with any addition made by the particular unit owner or one or his or her predecessors (subject to the terms of this By-Law);

AND WHEREAS Section 38 of the Condominium Act (herein called "the Act") requires that additions, alterations or improvements to the common elements which are not substantial receive approval by an ordinary vote of the unit owners;

AND WHEREAS Article III(4) of the Corporation's Declaration requires that additions, alterations or improvements to the common elements which are not substantial receive approval by a vote of the majority of the members;

AND WHEREAS the Corporation has determined that none of the additions are substantial;

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

AND WHEREAS the Corporation has therefore duly called a meeting of unit owners to be held on May 7, 1995, for the following purposes, namely:

- (a) to obtain the required unit owner approval to allow unit owners to carry out the additions subject to the terms and conditions as listed in Article IV below;
- (b) to confirm this By-Law, which confirmation will also serve as evidence of the approval described in (a) above;

NOW THEREFORE be it enacted as a 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. C-26, shall have ascribed to them the meanings as 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 unit owners to carry out the additions described in Article III hereof (the

"additions"), and also constitutes retroactive approval for those unit owners who have already carried out such additions (or for whom such additions have been carried out by their predecessors or by the developer) subject to the terms and conditions set forth in Article IV herein, all in accordance with Section 38 of the Act, and the Declaration of the Corporation.

### **ARTICLE III ADDITIONS**

Unit owners may make any one or more of the following additions to the common elements, subject in each case to the terms and conditions set forth in Article IV hereof;

1. Interlocking brick or similar style of front walkway;
2. Extended patios or interlocking brick within exclusive-use rear yard;
3. Decks in exclusive-use rear yard;
4. Fences (additional to original Plan);
5. Gardens in exclusive-use yard areas;
6. Mailboxes (brass or other);
7. Front or rear lights (brass or other);
8. Motion Detectors;
9. Screen Doors;
10. Window air-conditioners;
11. Individual house numbers.

### **ARTICLE IV TERMS AND CONDITIONS**

The within approval of the additions described in Article III is subject to the following terms and conditions and any unit owner carrying out, or having carried out, 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) No addition shall be made except in accordance with a set of standard plans, drawings, specifications and colours approved by the Corporation or as otherwise specifically approved in writing by the Corporation, such approval to be at the sole discretion of the Board.
- (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 (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 claims 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 IV (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.
- (11) All of these terms and conditions shall similarly apply to any addition carried out prior to the enactment of this By-Law.

#### 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 thereof.
- (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 foregoing By-Law is hereby passed by the Directors and confirmed by the owners pursuant to the Condominium Act of Ontario.

DATED this 7th day of May, 1995.

CARLETON CONDOMINIUM CORPORATION NO. 67

  
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(Secretary) Austin Reeve

I have authority to bind the Corporation

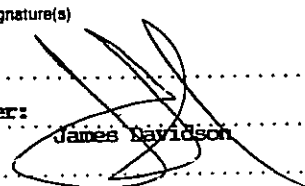
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">9506527</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">RECEIPT</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">OTTAWA</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">'95 08 27 13 44</p>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 6 pages	
	(3) Property Identifier(s) Block Property 15067 0001 TO 15067 0127 inclusive		Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document BY-LAW NO. 5 (CONDOMINIUM ACT, SECTION 28)		
	(5) Consideration n/a Dollars \$		
	(6) Description  All Units and Common Elements Carleton Condominium Plan No. 67 City of Kanata Regional Municipality of Ottawa-Carleton Land Titles Division of Ottawa-Carleton No. 4		
	New Property Identifiers	Additional: See Schedule <input type="checkbox"/>	
Executions	Additional: See Schedule <input type="checkbox"/>		
(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

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s) CARLETON CONDOMINIUM CORPORATION NO. 67 by its solicitors, Nelligan/Power	Signature(s)  Per: 	Date of Signature Y M D 1995 09 25
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(11) Address for Service: c/o Nelligan/Power, 1900-66 Slater Street, Ottawa, Ontario K1P 5H1

(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 MULTIPLE	(15) Document Prepared by: NELLIGAN/POWER 1900-66 Slater Street Ottawa, Ontario K1P 5H1  JD*ca* 3244-1 BOX 241/242	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td style="width: 50%;">Registration Fee</td> <td style="width: 50%;">50-</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td><b>Total</b></td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee	50-					<b>Total</b>	
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