

**CONDOMINIUM RULES**  
**[Date of Board Resolution: June 8, 2011 ]**

**Introduction**

The following Rules respecting the use of the common elements and units are made to promote the safety, security and welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. **All previous Rules are hereby repealed.**

The Corporation may pass additional Rules or amend or delete existing Rules from time to time in accordance with the *Condominium Act, 1998*.

**Definitions**

Owner:        Shall include owners, their families, visitors, agents, tenants and occupants of the unit.

Any other words and phrases which are defined in the *Condominium Act, 1998* (as amended from time to time), or the Regulations thereunder or any successor thereto, ("the Act") shall have ascribed to them the meanings set out in the Act.

**1.     General**

- 1.1     Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, his or her family, guests, servants, agents, tenants or occupants of his or her unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses. Without limiting the generality of the foregoing, such losses, costs or damages shall include, but shall not necessarily be limited to, the following:
- (a)     All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, these Rules;
  - (b)     An administration fee in the amount of \$50.00, to be payable to the Corporation for any breach of these Rules that continues after initial notice has been sent, and further administration fees of \$50.00 per month, for each month during which the breach of the rules continues.
- 1.2     No restriction, condition, obligation or provision contained in any Rule or Rules of the Corporation 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.

- 1.3 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 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.
- 1.4 If a Rule is inconsistent with the provisions of the Declaration or By-Laws of the Corporation, the provisions of the Declaration and By-Laws shall prevail and the Rule shall be deemed to be amended accordingly.

**2. General Prohibitions**

- 2.1 No owner shall do anything, or permit anything to be done, on the property that is contrary to any Provincial or Federal Statute (including Canada's Criminal Code), or Municipal By-law or any Rules, Regulations or Ordinances passed under any Statute or Municipal By-law.
- 2.2 No owner shall do or permit anything to be done in his or her unit or bring or keep anything therein which in any way will:
- (a) increase the risk of fire or the rate of fire insurance on the building, or on property kept herein;
  - (b) obstruct or interfere with the rights of other owners, or in any way injure or annoy them;
  - (c) 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 any owner;
  - (d) conflict with any Rules or ordinances of the Board of Health or with any statute or municipal by-law.
- 2.3 Owners shall be responsible for any increase in insurance premiums on any of the corporation's insurance policies which result from any act or omission of the owner or the owner's family, visitors, agents, tenants or occupants of the unit. Any such amounts shall be recoverable by the corporation in accordance with Rule 1.1.

**3. Air Conditioners (Water-cooled)**

- 3.1 Water-cooled air conditioners are prohibited.

**4. Air Conditioners (Window)**

- 4.1 Window air conditioners are prohibited.

**5. Auctions and Garage (Yard) Sales**

- 5.1 No auction, garage or yard sale shall be held on the property without the written consent of the Board.
- 5.2 Permission is not required for any Blackburn Hamlet community garage or yard sales.

**6. Bicycles**

- 6.1 Bicycles shall be stored in the owners exclusive use area.

**7. Dryer Ducts**

- 7.1 Owners shall regularly (at least annually) clean out the dryer duct.

**8. Electrical Circuits**

- 8.1 Owners shall not overload existing electrical circuits.

**9. Entry Into Units**

- 9.1 This Rule is supplementary to the Corporation's right of access set forth in the *Condominium Act, 1998* and the Declaration.

(a) Entry

The Corporation may enter any unit, upon reasonable notice, in order to carry out the objects and duties of the Corporation. Note, however, that in the case of an emergency it may be reasonable for the Corporation to gain immediate access to a unit (i.e., without notice).

(b) Regular Inspections

The Corporation may also conduct "regular inspections" as follows:

- i. When a unit is sold or mortgaged, the Corporation may conduct an inspection of the unit prior to issuance of a status certificate.
- ii. The Corporation may conduct periodic attic inspections as determined by the Board.
- iii. The Corporation may conduct inspections and maintenance as determined by the Board for the following purposes:
  - (1) Assessment of the condition of components of the common elements or other conditions which may affect the common elements or other units;

- (2) Visual review of any condition which might violate the provisions of the Act or the Corporation's Declaration, By-laws and Rules;

(c) **Unacceptable Conditions**

If, upon entry to a unit, the Corporation discovers any condition which contravenes the Condominium Act or the Corporation's Declaration, By-laws or Rules, the Corporation may:

- i. Take steps to remedy the condition at the expense of the owner of the unit;
- ii. Give notice of the condition to the owner of the unit;
- iii. Take such other steps as the Board of Directors deems appropriate.

However, the owner of the unit, including any purchaser of the unit, shall be entirely and exclusively responsible for any such condition whether or not the condition has been detected by the Corporation, whether or not the Corporation has given any notice of the condition to the owner or to the purchaser, and whether or not the Corporation has taken any other steps related to the condition. In other words, no steps taken by the Corporation hereunder shall relieve the owner, including any purchaser of the unit, from full responsibility for the condition of the unit and any modifications made to the unit or the common elements by any owner of the unit, including any prior owner of the unit. It is the duty of every owner to make or arrange all necessary inspections in order to ascertain the condition of the unit and any such modifications to the common elements and then to take any appropriate corrective action.

**10. Exclusive Use Areas**

- 10.1 Owners shall keep their exclusive use areas clean and tidy.
- 10.2 Modifications require approval of the board as per bylaw 9. A copy is attached.
- 10.3 Subject to any municipal by-law or other applicable regulations, owners can barbecue only in their exclusive yard areas.

**11. Exterior Decorations**

- 11.1 Exterior electrical Christmas decorations must not be installed prior to November 15 and must be removed no later than January 31 (weather permitting). The owner must ensure that the electrical decorations are CSA approved and in good working order. The building exterior must not be damaged in any way when installing decorations.

**12. Exterior Light Fixtures**

- 12.1 Owners are responsible to ensure that the exterior light fixtures (servicing their unit) contain a working light bulb.

**13. Fences**

- 13.1 Owners shall not modify any of the fences on the property without prior approval of the board. Gates may be added but must maintain the visual integrity of the existing fence.

**14. Garbage**

- 14.1 It is the owners' responsibility to dispose of garbage in accordance to city bylaws. Proper procedures for garbage disposal can be obtained by calling the city's 311 information line.

14.2 General

- (a) No owner shall place, leave or permit to be placed or left in or upon the common elements any debris, refuse or garbage, except on days designated by the City of Ottawa as garbage pick-up days and in accordance with the instructions of the Board. Such debris, refuse or garbage shall be contained in properly secured containers.
- (b) Garbage shall be stored inside each unit, in the rear yard of the unit or in a pre-approved storage shed.

14.3 Special Waste

- (a) Hazardous goods, appliances, furniture, packing cartons or crates or other special or unusual waste (for example, car batteries, oil, refrigerators, electronics etc.) may not be disposed of as part of the regular garbage pick-up. As per City Bylaws arrangements must be made with the appropriate waste removal company for pick-up of any such special waste. Some special waste may require owners to drop of such special waste at city designated disposal sites in accordance to city bylaws.
- (b) Placement of a temporary bin or dumpster for the removal of large amounts of garbage or construction material requires the approval of the board of directors.

14.4 Recycling

All recyclable waste must be sorted and disposed of in the appropriate recycling containers as scheduled by the city of Ottawa.

14.5 Strict Sanitary Conditions

Owners must maintain strict sanitary conditions at all times.

**15. Humidity**

- 15.1 Owners shall not allow the humidity levels in the unit to cause condensation, mold or mildew or otherwise to result in harm to the property.

**16. Items on Common Elements\***

[\*If the Rules allow for certain changes to the common elements, the changes are also subject to the requirements of Section 98 of the Act. That is, they require a registered agreement between the condominium corporation and the owners, dealing with the matters noted in Section 98(1); and their approval may also require the involvement of all owners pursuant to Sections 98(2) and 97. Or bylaw 9]

- 16.1 Owners may create flowerbeds in their exclusive use area and in the common area that is within three feet of their unit. These flower beds are not to interfere with walkways or other such areas where right of access is required.
- 16.2 The board reserves the right to have owners remove any landscaping deemed inappropriate or detrimental to the condominium. The cost of removal is the owners' responsibility.
- 16.3 Nothing shall be placed on the outside of window sills, projections, railings or other external parts of the buildings
- 16.4 No awnings, shades, shutters, screens or blinds shall be erected over or outside of any window, door, porch or patio.
- 16.5 No hanging or drying of clothes is allowed on the common elements.
- 16.6 No building or structure or fence or tent and no trailer, motor home or camper, either with or without living, sleeping or eating accommodation, shall be placed, erected, located, kept or maintained on the common elements including exclusive use common elements, without the prior written consent of the Board.
- 16.7 Generally, no unit owner shall make any change to the common elements without the prior written consent thereto of the Board, and subject to the Act and the Declaration.
- 16.8 No articles or personal effects shall be left or stored on the common elements except motor vehicles properly parked in accordance with these Rules and other articles permitted in accordance with the Act and the Corporation's Declaration, By-laws and Rules.
- 16.9 No part of the common elements shall be used for the erection, placing or maintenance of clothes-lines, incinerators, garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, gardens or other vegetation or for the disposal of rubbish, garbage or waste, without the prior written consent of the Board.

16.10 Any item on the common elements in contravention of these Rules may be removed by the Board at the risk and expense of the owner of the item.

16.11 **Specifications for Permitted Modifications to Common Elements**

The following modifications are permitted under the Corporation's By-laws, subject to the requirements of the By-laws and subject to the following specifications:

Specifications for Central Air Conditioners:

Specifications for Decks:

Specifications for Storm \ Screen Doors:

Specifications for Fences:

Specifications for additional attic insulation:

Specifications for Sheds:

Specifications for Patios:

17. **Landscaping**

17.1 No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds, without the written consent of the Board.

18. **Lease of Unit**

18.1 The common elements, including the various amenities, are available for the use of the residents and their invitees. When an owner leases a unit, the tenant acquires all of the owner's rights to use the common elements, and the landlord gives up these rights.

The landlord then has only the following rights to attend at the property:

- (a) to exercise his or her rights and responsibilities as a landlord;
- (b) to fill the role of visitor, upon invitation of a resident.

19. **Lock Boxes**

19.1 No owner shall install a lock box on any part of the common elements. Any lock box installed or left on any part of the common elements may be removed by the Corporation at the expense of the unit owner.

20. **Loitering**

20.1 Loitering on the common elements is prohibited.

**21. Noise**

- 21.1 No owner shall create or 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, their families, guests, visitors, servants and persons having business with them.
- 21.2 No noise, caused by any instrument or other device, or otherwise, which in the opinion of the Board may disturb the comfort of the other owners, is permitted.
- 21.3 Owners shall exercise reasonable care about making noise which may disturb the quiet enjoyment and comfort of other residents. This includes, but is not limited to, the use of musical instruments, radios, televisions and amplifiers. Furthermore, the use of power tools, hammers, drills, saws and similar items is restricted to the hours between 9:00 a.m. and 7:00 p.m.

**22. Notice to Corporation of Defects, Symptoms or Accidents**

- 22.1 Owners shall give the Corporation prompt written notice of the following:
- (a) any structural, mechanical or other defect affecting the property, including any defect in the water pipes, heating system or electrical systems, etc.;
  - (b) any accident occurring on or in relation to the property; and
  - (c) any symptom of a possible problem, such as water penetration, water seepage or leakage, cracks, unusual sounds or noises, smoke or odors.

**23. Offensive Materials**

- 23.1 The storage of flammables, combustibles, hazardous materials, explosives, and firearms must be in accordance with all applicable codes and regulations and all applicable insurance policies.

**24. Parking**

- 24.1 No motor vehicle, other than a private passenger automobile, motorcycle, station wagon, or one-half ton pick-up truck, shall be parked on any part of the property (including any part thereof of which any owner may have the exclusive use) and no motor vehicle shall be parked or driven on any part of the property other than on a roadway or parking space.
- 24.2 No substantial repairs or adjustments to motor vehicles may be carried out on the property.
- 24.3 Designated Parking Spaces are not to be used for storage or any purpose other than parking of motor vehicles. For example, tires, containers, signs or furniture shall not be stored in a designated parking space. Items improperly stored in parking spaces will be removed, tagged and placed into safekeeping for a period of four (4) weeks. If not picked



up by the owner, the items will be disposed of. All storage, disposal and administrative costs for said items will be the responsibility of the owner.

- 24.4 A protective pad shall be placed beneath the kickstand of all motorcycles when parked in a parking space.
- 24.5 No vehicle shall be parked at any time in designated fire lanes or areas designated as "No Parking" zones.
- 24.6 The designated user of a parking space shall keep the space clean and free of materials or any condition likely to cause a nuisance, a hazard or any damage to the property, or any risk of fire.
- 24.7 Only road-worthy, plated and insured motor vehicles shall be kept on the property. Parking spaces are designed for operating vehicles; any cars, trucks or other vehicles deemed to be abandoned or unsightly by the Board are not permitted on the property. All vehicles on the property must be in a proper state of repair and in proper operating condition. Without limiting the generality of the foregoing, vehicles must not leak oil or other fluids.
- 24.8 Any vehicle which is not in compliance with these rules may be ticketed and/or towed at the risk and expense of the owner of the vehicle.
- 24.9 No commercial vehicle shall be allowed on any part of the property unless such vehicle is solely used in the conduct of delivery, pickup or service call activities. No commercial vehicle which has a gross vehicle weight when unloaded of more than 3,000 kilograms, or more than four wheels, shall be allowed on any part of the property except with the written consent of the Board of Directors, such consent not to be unreasonably withheld.
- 24.10 As required by weather conditions, during the winter season, all vehicles must be moved by the vehicle owners to allow for snow removal operations.
- 24.11 Only one vehicle is to be parked in any parking space. Double parking of vehicles in a designated parking space is not permitted.
- 24.12 Visitor parking may not be used by residents of the property.

**25. Pets**

- 25.1 For the purposes of this Rule, "pet" means an animal which may be kept in a residence under the terms of the applicable by-laws of the municipality.
- 25.2 No animal, livestock or fowl other than a pet shall be kept in any unit or on the common elements. All pets must be licensed, if required by municipal by-law or other statute or regulation.

- 25.3 Only residents shall be permitted to keep pets on the property. Visitors and non-residents shall not be permitted to bring or keep pets on the property.
- 25.4 No pet that is deemed by the Board, in its absolute discretion, to be a nuisance shall be kept by any person in any unit or in any other part of the property. Any person who keeps such a pet on the property, or any part thereof, or who is otherwise determined by the Board to be in violation of these Rules shall, within two (2) weeks of receipt of written notice from the Board requesting the removal of such pet, permanently remove such pet from the property.
- 25.5 No pets are permitted in the common area
- 25.6 All pet droppings on common elements are to be promptly removed by the pet owner. The pet owner is responsible for ensuring that the municipal "poop and scoop" by-law is respected.
- 25.7 All pets must be vaccinated in accordance with municipal or provincial laws respecting the same.
- 25.8 All pet owners shall promptly clean up any noticeable accumulation of hair, from their pet, on the common elements.
- 25.9 Owners are responsible for all damage caused to the property by their pet(s). All costs incurred by the corporation to rectify any such damage shall be collectible in accordance with Rule No. 1.1

**26. Records**

- 26.1 The corporation shall maintain records in accordance with the provisions of the *Act*.
- 26.2 The owners shall be permitted to inspect the records, and to take copies of the records, in accordance with the provisions of the *Act*.
- 26.3 The corporation's records shall be kept in a safe and secure location, so that access to the records is only available to members of the board and other persons designated by resolution of the board.
- 26.4 If an owner inspects the corporation's records, the owner shall be accompanied at all times (during such inspection) by a representative of the condominium corporation – such representative to be designated by the board.
- 26.5 No person shall be permitted to see the corporation's records, except as determined by the board or as authorized by the *Act* or any other applicable law.

26.6 As set out in the *Act*, owners are not entitled to inspect certain records. Before an owner (or an owner's agent) is permitted to inspect any of the records of the corporation, the corporation shall arrange for those records to be reviewed, and for removal or "blacking out" of any records or information which the owner is not entitled to inspect by virtue of the terms of the *Act*.

**27. Sidewalks, etc.**

27.1 The sidewalks, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or their personal effects or used by them for any purpose other than for ingress and egress to and from their respective units or parking areas.

**28. Signage**

28.1 No sign, advertisement, notice or illumination of any kind shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever without the prior written consent of the Board. The usual "For Sale" signs are permitted to be installed in accordance with the instructions of the Board.

**29. Smoke Detectors**

29.1 Applicable codes require that smoke alarms/detectors be installed and maintained in dwellings. In our condominium, the smoke alarms are part of the units, and accordingly must be maintained and repaired by the unit owners.

**30. Snow Removal**

30.1 Each unit owner shall be responsible for removal of snow and ice from walkways and steps leading to the unit, and for salting or sanding those walkways and steps if required by weather conditions.

**31. Soliciting on the Premises**

31.1 Soliciting on any part of the common elements is not permitted.

**32. Antennae**

32.1 No antenna, aerial, tower or similar structure (including a satellite dish) and appurtenances thereto shall be erected on or fastened to any unit or on to any portion of the common elements, except with the written consent of the Corporation. No cable shall be strung on any part of the common elements, except with the written consent of the Board.

**33. Temperature**

33.1 Owners shall keep the unit at a reasonable temperature. Owners must ensure that the temperature of the unit does not result in freezing pipes, excessively cold walls, condensation, excessive heat or other problems which may cause harm to the property or any nuisance or discomfort to other residents.

**34. Trespass**

34.1 The condominium property is private property. Only owners, tenants and their families and invitees are permitted on the property.

Furthermore, where any non-resident conducts any activity on the property which is prohibited by the Act, or the Corporation's Declaration, By-laws or Rules, this shall be considered a trespass for the purposes of the Trespass to Property Act.

**35. Water and Plumbing**

35.1 The water closets, toilets, sinks, bathtubs, drains and other water fixtures and apparatus shall not be used for purposes other than those for which they are constructed, and no sweepings, garbage, rubbish, rags, ashes or other inappropriate substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who caused such damage.

**36. Window Washing**

36.1 Each owner shall be responsible for washing the exterior of all the windows of the unit.

June 2011

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This document was prepared by Nelligan O'Brien Payne LLP.

Please note: The form from which this document was prepared is regularly revised and updated.

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 294

BY-LAW NO. 9

BE IT ENACTED as By-Law No. 9 (being a by-law respecting common element modifications) of CARLETON CONDOMINIUM CORPORATION NO. 294 (hereinafter referred to as the "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:

1. To confirm the types of common element modifications which owners are permitted to make, subject to the terms and conditions described in this by-law.
2. To record the Board's approval of the modifications, subject to the terms and conditions in this by-law.
3. To provide any required notice to owners and required voting approval for the modifications.
4. To establish the terms and conditions which apply to any such modification and which accordingly constitute an agreement between the owner(s) and the Corporation pursuant to the Act and this by-law.

NOTE: By-Law No. 5 shall continue to apply to the modifications described in that By-Law, made prior to May 5, 2001.

ARTICLE III  
PERMITTED MODIFICATIONS

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

1. Natural gas fireplace inserts.
2. Exclusive use patio areas constructed of patio stones.
3. Flower gardens outside of exclusive use areas.
4. Flower boxes outside of exclusive use areas.
5. Storm doors.
6. Central air conditioners installed in the exclusive use area.
7. Decks in exclusive use areas.
8. Eavestroughing.
9. Interlocking stone walkways or patios.
10. Landscaping including planting of bushes and shrub which may grow no taller than 6 feet, in exclusive use areas.
11. Physical aids for the disabled.
12. Utility Sheds in exclusive use areas.

13. Installation of satellite dishes, provided they are not attached to the property, including any building or structure on the property.

#### ARTICLE IV TERMS AND CONDITIONS

The within approval of the modifications described in Article III (herein called the "modification(s)") is subject to the following terms and conditions and any unit owner carrying out, or having carried out, any such modification(s) 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 modification shall be made or kept except with the prior written approval of the Corporation, such approval to be at the sole discretion of the Board. The modification 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, Rules or Policies of the Corporation. Furthermore, prior to proceeding with the modification, the owner shall obtain and provide to the Corporation such permits and professional certificates as may be requested in writing by the Board.
2. All modifications shall comply with all municipal, provincial and federal legislation, including all municipal 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 modification (including work related to installation, repair or maintenance of the modification) and shall ensure that all of those requirements are met.
3. The modification shall be maintained and repaired in a good and safe condition by the owner at the owner's sole expense. The Corporation shall not be responsible to maintain or repair the modification, nor shall the Corporation be responsible to obtain any insurance with respect to the modification. The modification shall be at the sole risk and expense of the owner and the modification shall be owned by the owner.
4. In the event that the owner fails to maintain or repair the modification as required herein, the 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 Corporation in arranging and carrying out the maintenance or repair shall be payable to the Corporation by the owner and shall be collectible in accordance with Article IV(7) hereof.
5. The owner shall obtain insurance against any and all risks of damage or harm to persons or property or any other liability which may arise in connection with the modification. The 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 owner shall fully and completely indemnify and save harmless the 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 modification, including any claims against the Corporation for damages resulting from, caused by, or associated with the modification. Without limiting the generality of the foregoing, the owner shall be responsible for all costs and expenses incurred in order to remove the modification 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) as well as reinstatement of the modification (if desired), and the Corporation shall have no obligation for any damage which may be caused to the modification as a result of any such required access.

7. Any amounts owing to the 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 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 *Condominium Act*.
8. In addition to any other rights and remedies available to the Corporation hereunder or otherwise, in the event that the owner contravenes any of the within terms and conditions, the Corporation shall be entitled, upon ten days written notice to the owner, to remove the modification 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 Corporation, and collectible in accordance with Article IV(7) hereof.
9. The modification shall be carried out at the sole risk and expense of the owner.
10. Any notice required hereunder may be delivered as set out in the by-laws of the corporation.
11. All of these terms and conditions shall be binding upon the successors, assigns and transferees of the owner.
12. Except where otherwise indicated, all of these terms and conditions shall similarly apply to any modification(s) carried out prior to the enactment of this by-law.

NOTES:

- Any other modifications to the common elements not listed herein may require separate approval by a vote of the unit owners in accordance with the Act, and the Declaration.
- The Corporation may carry out changes to the common elements provided it complies with the requirements in the Act.

ARTICLE V  
ACKNOWLEDGEMENT

Any owner wishing to carry out a Modification after May 5, 2001 shall sign an Acknowledgement in the form attached as Schedule "1". The Acknowledgement shall be held by the Corporation in the owner's unit file and the Corporation shall attach a copy of the Acknowledgement to any status certificate issued regarding the unit.

ARTICLE VI  
PREVIOUS BY-LAWS OR RULES

Where any provision in this by-law is inconsistent with the provisions of any previous by-law or Rule, the provisions of this by-law shall prevail and the previous by-law or Rule shall be deemed to be amended accordingly.

ARTICLE VII  
MISCELLANEOUS

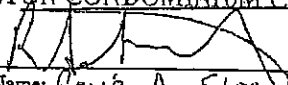
1. Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.

2. 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.
3. 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.
4. 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, 1998* of Ontario.

DATED this 6<sup>th</sup> day of March, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 294

  
Name: René A. Steenberg  
Title: President

I have authority to bind the Corporation.

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #294 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

Please note: The form from which this document was prepared is regularly revised and updated.



SCHEDULE "1"

Acknowledgement Respecting Modification to Common Elements

TO:

CARLETON CONDOMINIUM CORPORATION NO. 294

("the Corporation")

FROM:

\_\_\_\_\_ (please print name(s))

("the Owner")

WHEREAS:

1. The Owner is the registered owner of Unit \_\_\_\_\_, Level 1, Carleton Condominium Plan No. 294.
2. Please choose one of the following [delete all that do not apply]:
  - (a) The Owner is not a spouse.
  - (b) The 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 modification to the common elements:  
\_\_\_\_\_  
(please print) ("the Modification")
4. The Modification is item number(s) \_\_\_\_\_ in Article III of By-Law No. 9 of the Corporation.
5. (If appropriate, add:) Additional detail respecting the modification 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 Corporation's By-Law No. 9 and that the said terms and conditions constitute an agreement between the 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 Corporation that apply to the Modification.

DATE: \_\_\_\_\_

CARLETON CONDOMINIUM CORPORATION NO. 294

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Spouse (where required)