

**Schedule "A"**

**CARLETON CONDOMINIUM CORPORATION NO. 42**

**BY-LAW NO. 9**

BE IT ENACTED as By-Law No. 9 (being a by-law to amend By-law No. 2) of CARLETON CONDOMINIUM CORPORATION NO. 42 (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.  
AMENDMENTS TO BY-LAW NO. 2  
ELECTRONIC ATTENDANCE AND VOTING AT MEETINGS OF OWNERS**

The Corporation's By-law No. 2 is hereby amended as follows:

**1. By adding the following Article VII 5.1 and Article VII 5.2 to the said By-law No. 2:**

5.1 Electronic Attendance. Persons who are entitled to attend a meeting of owners may do so by such electronic, telephonic or other suitable technology as may be approved either by:

- (i) Resolution of the Board;
- (ii) The Chairperson of the meeting; or
- (iii) Resolution of the meeting.

[This is in addition to an owner, or the owner's proxy, attending the meeting in person as authorized by the Act.]

5.2 The Board of Directors shall determine, in their exclusive discretion and acting reasonably, the nature of permitted attendance at any meeting of owners, including but not limited to:

- (A) virtually with no in-person attendance;
- (B) in-person exclusively with no virtual attendance;
- (C) a hybrid of (A) and (B) by holding an in-person meeting and accommodating for virtual attendance; or
- (D) any other method(s) (permitted by the Act and/or the Corporation's By-laws) by which owners are permitted to attend the particular meeting.

[For purposes of clarity, if the board determines that a meeting shall proceed solely as a virtual meeting, owners will not be permitted to attend in person. Similarly, if the Board decides to hold a meeting in-person, an owner will only be permitted to attend virtually if the Board determines that option (C) – the hybrid approach – set out above will be implemented for the particular meeting.]

**2. By adding the following Article VII 8.1 and Article VII 8.2 to the said By-law No. 2:**

8.1 Electronic Voting. At a meeting of owners, votes may be cast by electronic or telephonic means, provided the specific method of voting is determined by resolution of the Board and described in the Notice for the Meeting.

[This is in addition to an owner, or the owner's proxy, voting in person at the meeting as authorized by the Act.]

8.2 Mailed Ballots. For a meeting of owners, votes may be cast (and the voting owner(s) may attend the meeting) by way of mailed ballots as may be approved either by:

- (i) Resolution of the Board;
- (ii) The Chairperson of the meeting; or
- (iii) Resolution of the meeting.

[This is in addition to an owner, or the owner's proxy, voting in person at the meeting as authorized by the Act.]


**ARTICLE III.  
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 only.
- (4) Alterations: This by-law or any part thereof may be amended or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.
- (5) Preparation: This document was prepared in the year 2021 by Davidson Houle Allen LLP in conjunction with the corporation.

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 28<sup>th</sup> day of June, 2021.

**CARLETON CONDOMINIUM CORPORATION NO. 42**

  
\_\_\_\_\_  
Print Name: Yvonne Ashby.  
Print Title: President - CCC42.

I have authority to bind the Corporation.

Schedule "A"

**CARLETON CONDOMINIUM CORPORATION NO. 42**

**BY-LAW NO. 10**

BE IT ENACTED as By-law No. 10 (being a By-law respecting insurance deductibles) of Carleton Condominium Corporation No. 42 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I.  
DEFINITIONS**

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

In this By-law, the term "deductible" means: The amount that is the lesser of the cost of repairing the damage and the deductible limit of the insurance policy obtained by the Corporation (in the case of an insurable event under the said policy). Note that a deductible (and a deductible loss) can exist whether or not the corporation decides to make an insurance claim.

**ARTICLE II.  
SECTION 105(3) OF THE ACT**

This By-law is passed pursuant to Section 105(3) of the Act, to extend the circumstances under which a deductible loss, as described in Article III, shall be added to the common expenses payable for an owner's unit.

**ARTICLE III.  
INSURANCE DEDUCTIBLES**

- (1) Property insurance for the units and common elements (excluding improvements) is obtained and maintained by the Corporation (the "Master Policy"), but is subject to a loss deductible clause.
- (2) The Master Policy accordingly does not cover any loss, or portion of a loss, falling within such deductible. Responsibility for any such loss shall be determined as follows:
  - (a) Any deductible loss relating to damage to a unit (whether or not there has been an act or omission by the owner or lessee of the unit) shall be the responsibility of the owner of the unit, and shall be added to the common expenses payable for the owner's unit [in accordance with Article III (4)].
  - (b) Any other deductible loss shall be the responsibility of the Corporation.

- (3) Notwithstanding the foregoing,
  - (a) each unit owner shall indemnify and save harmless the Corporation and all other owners from any deductible loss (under the Master Policy) related to damage resulting from an act or omission of the owner, or his or her invitees, agents, contractors or occupants of the unit. (Accordingly, if any such damage is caused to any part of the property, any related deductible loss under the Master Policy shall be added to the common expenses payable for the owner's unit, in accordance with Article III(4)).
  - (b) the Corporation shall indemnify and save harmless each unit owner from any deductible loss resulting from an act or omission of the Corporation or its directors, officers, agents, contractors or employees.
- (4) Any amounts owing to the Corporation by a unit owner by virtue of the terms of this by-law shall be added to the common expenses payable by such unit owner and shall be collectible as such, including by way of condominium lien. Each owner shall obtain and maintain insurance, including personal liability insurance, covering the owners' risks as set forth in this by-law.
- (5) The Corporation shall promptly provide written notice of any change in the deductible related to the Master Policy to all owners.

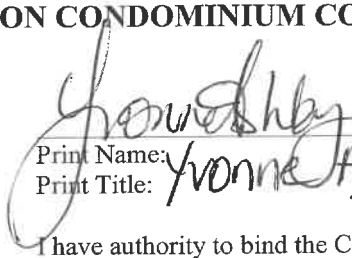
#### **ARTICLE IV. MISCELLANEOUS**

- (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) 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.
- (5) Preparation: This document was prepared in the year 2021 by Davidson Houle Allen LLP Condominium Law in conjunction with the corporation.

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 28<sup>th</sup> day of June, 2021.

**CARLETON CONDOMINIUM CORPORATION NO. 42**

  
Print Name: Yvonne Ashby  
Print Title: President CC42  
I have authority to bind the Corporation.

Schedule "A"

**CARLETON CONDOMINIUM CORPORATION NO. 42**

**BY-LAW NO. 11**

BE IT ENACTED as By-Law No. 11 (being a by-law respecting common element modifications) of CARLETON CONDOMINIUM CORPORATION NO. 42 (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 bylaw is being passed for the following purposes:

1. To confirm the types of common element modifications that 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 modifications and which accordingly constitute an agreement between the owner(s) and the Corporation pursuant to the Act and this by-law.

**ARTICLE III.  
PERMITTED MODIFICATIONS**

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

1. Flower gardens outside of exclusive use areas.
2. Flower boxes outside of exclusive use areas.
3. Mailboxes.
4. Outside light fixtures.
5. Municipal address numbers.

6. Storm doors.
7. Central air conditioners installed in the exclusive use area.
8. Decks in exclusive use areas.
9. Eavestroughing.
10. Interlocking stone walkways or patios.
11. Indoor/outdoor carpeting on patios and/or decks.
12. Landscaping including planting of bushes and trees which may grow taller than 6 feet, in exclusive use yard areas.
13. Physical aids for the disabled.
14. Composters in exclusive use areas.
15. Climbing vines.
16. Satellite dishes, provided they are not attached to the property, including any building or structure on the property.
17. All common element modifications to permit a specific EV charging station and meter serving a particular owner.

#### **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 enjoying, 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 not to be unreasonably withheld. The modification shall comply with all additional 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 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 against the owner's unit 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. The corporation may, at any reasonable time(s) and on reasonable notice to the owner, access the owner's unit or exclusive-use common elements, in order to inspect the modification.

11. Any notice required hereunder may be delivered as set out in the Act and in the by-laws of the corporation.
12. All of these terms and conditions shall be binding upon the successors, assigns and transferees of the owner.
13. 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 bylaw.

**NOTES:**

- **Any other modifications to the common elements not listed herein may require separate approval 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**

For any modification carried out (by an owner or previous owner of a unit) and permitted or approved on or after the date of this by-law, the owner of the unit 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**

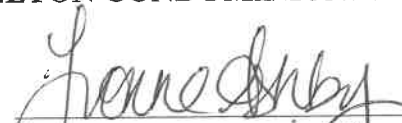
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2. Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which 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.

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5. Preparation: This document was prepared in the year 2021 by Davidson Houle Allen LLP Condominium Law in conjunction with the corporation.

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 28<sup>th</sup> day of June, 2021.

**CARLETON CONDOMINIUM CORPORATION NO. 42**

  
Name: \_\_\_\_\_  
Title: Yvonne Ashby President CC42

I have authority to bind the Corporation.

**SCHEDULE "1"**

**Acknowledgement Respecting Modification to Common Elements**

TO:

**CARLETON CONDOMINIUM CORPORATION NO. 42**

("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. 42.
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 or enjoy the following modification to the common elements:

("the Modification")

4. The Modification is item number \_\_ in Article III of the Corporation's By-Law No. 11.
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. 11 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. 42**

Per: X \_\_\_\_\_

Name:  
Title:

Per: X \_\_\_\_\_

Name:  
Title:

I/We have authority to bind the Corporation

X \_\_\_\_\_

Witness Signature

Print Name: \_\_\_\_\_

X \_\_\_\_\_

Owner Signature

Print Name: \_\_\_\_\_

X \_\_\_\_\_

Witness Signature

Print Name: \_\_\_\_\_

X \_\_\_\_\_

Owner Signature

Print Name: \_\_\_\_\_

X \_\_\_\_\_

Witness Signature

Print Name: \_\_\_\_\_

X \_\_\_\_\_

Spouse Signature (where required)

Print Name: \_\_\_\_\_