

CARLETON CONDOMINIUM CORPORATION NO. 76

BY-LAW NO. 15

BE IT ENACTED as By-Law No. 15 (being a by-law respecting common element modifications) of CARLETON CONDOMINIUM CORPORATION NO. 76 (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.

**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. All common element modifications made in connection with the installation of gas appliances such as furnaces, fireplaces, space heaters, hot water heaters, etc.
2. Central air conditioners installed in the exclusive use back yard area.
3. Window air conditioners.
4. Free-standing deck in back yards installed below the siding, i.e., at the level of the parking.
5. Installation of interlocking patio stones in back yards or front yards.
6. Small ponds in enclosed back yards.
7. Utility storage bins in back yards (bins are not sheds).
8. Fencing of exclusive use yard areas.
9. Satellite dishes on freestanding tripod or common elements.
10. Installation of Solatubes (simpler version of skylights) from the roof to the upper level hall or bathroom.
11. Addition of extra insulation in attics.
12. Storm doors.
13. Front door upgrades and garage door upgrades.

14. Window upgrades.
15. Installation of exterior storm or replacement windows.
16. Installation of eavestroughing.
16. Mailboxes installation.
17. Relocation of the exterior dryer vent in order to have the duct going more directly from the dryer to the said vent.
18. Relocation of the exterior range vent in order to be connected directly to a stove hood.
19. When replacing fences, extend the depth of the back yards.
20. Physical aids (such as ramps) for the disabled.
21. Mail slot installation.
22. Installation of garage door opener.
23. Replacement of sliding patio door.
24. Modifications to the common elements made in connection with the installation of a fireplace.

#### 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. Without limiting the generality of the foregoing, the following modifications shall comply with the requirements of the following By-laws:
  - a) By-law No. 4 - Modifications to the common elements made in connection with the installation of a fireplace.
  - b) By-law No. 5 - Installation of exterior storm or replacement windows.
  - c) By-law No. 7 - Installation of eavestroughing.
  - d) By-law No. 8 - Fencing of exclusive use yard areas.
  - e) By-law No. 9 - Replacement of sliding wood patio door.
  - f) By-law No. 10 - Installation of garage door opener.
  - g) By-law No. 11 - Replacement of front doors.

[Note: By-Law No. 11 also regulates installation of doors between the garage and the living space of a unit. Such installations do not constitute modifications to the common elements (they are unit modifications). Therefore, they are not regulated by this By-law No. 15. However, they are subject to By-Law No. 11.]

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**

1. Where any provision in this by-law is inconsistent with the provisions of any previous by-law, the provisions of this by-law shall prevail and the previous by-law shall be deemed to be amended accordingly.
2. Without limiting the generality of the foregoing, By-Law Nos. 2 and 3 are hereby repealed.

**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 29 day of *November*, 200*4*.

CARLETON CONDOMINIUM CORPORATION NO. 76

*Jacqueline Daugherty*  
Name: *JACQUELINE DAUGHERTY*  
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 No. 76 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. 76**

**("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. 76.

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. 15 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. 15 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. 76**

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

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

*I/We have authority to bind the Corporation*

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

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