

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 781

BY-LAW NO. 2

Be it enacted as a by-law of Ottawa-Carleton Standard Condominium Corporation No. 781 (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  
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 III hereof:

1. Modifications to common elements (electrical wiring or other services) made in connection with the removal or relocation of partition walls within the unit boundaries.
2. Modifications to common elements (plumbing, electrical wiring or other services) made in connection with kitchen or bathroom renovations including the installation of dishwashers and refrigerators where plumbing modifications for ice or water dispensers are required.
3. Installing, removing or relocation of outlets or electrical fixtures including light fixtures.
4. Replacement of the electrical panel.
5. Any other modifications to common elements authorized by the Board of Directors on behalf of the Corporation.

**Article III  
Terms and Conditions**

The within approval of the modifications described in Article II (herein referred to as the "Modifications") is subject to the following terms and conditions and any unit owner carrying out, or having carried out, any such Modifications agrees with the Corporation and all other unit owners to be bound by and to comply with all such terms and conditions, namely:

1. No Modifications shall be made or kept except with written approval of the Corporation, such approval to be at the sole discretion of the Board. For this purpose, the Board may request plans, drawings, permits, professional certificates, specifications, colours and/or other information as a condition to the Board considering and/or approving the request. In addition the Board may request that any electrical, plumbing or mechanical alterations be inspected and approved by a professional engineer at the owner's expense.
2. All Modifications shall comply with all governmental legislation and regulations.
3. Modifications shall be maintained and repaired in a good and safe condition by the unit owner at his or her sole expense. Notwithstanding the provisions of the Act, the Declaration and Bylaws of the Corporation, the Corporation shall not be responsible to maintain or repair any Modifications nor shall the Corporation be responsible to obtain any insurance with respect to any Modifications. All Modifications shall be owned by the unit owner.
4. In the event the unit owner fails to maintain or repair the Modifications 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 expense incurred by the Corporation in arranging carrying out the maintenance or repair shall be payable to the Corporation by the unit owner and collectible as if it were a common expense.

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 Modifications, including any claims against the Corporation for damages resulting from, caused by, or associated with the Modifications.
6. In addition to any other rights and remedies available to the Corporation, 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 Modifications 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 as it they were common expenses.
7. All of these terms and conditions shall be binding upon the successors, assigns and transferees of the unit owner.
8. All of these terms and conditions apply to any Modifications carried out prior to the enactment of this bylaw.

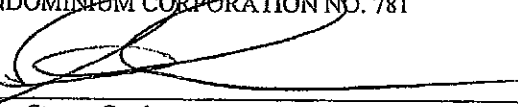
**Article IV  
Agreement**

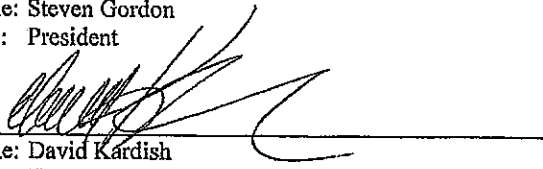
Any owner wishing to carry out Modifications shall enter into an Agreement with the Corporation, in the form of the Agreement attached as Schedule "A". The Corporation shall arrange for registration of the Agreement against the title to the owner's unit. All of the costs incurred by the Corporation in relation to the registration shall be paid to the Corporation by the owner, and shall be collectible by the Corporation as common expenses.

Ottawa-Carleton Standard Condominium Corporation No. 781 hereby enacts the forgoing by-law having been duly approved by the Directors of the Corporation and confirmed without variation by the Declarant which owns 100% of the units, pursuant to the provisions of the Condominium Act, 1998.

DATED at the City of Ottawa this 19<sup>th</sup> day of March, 2008.

OTTAWA-CARLETON STANDARD  
CONDOMINIUM CORPORATION NO. 781

Per:   
Name: Steven Gordon  
Title: President

Per:   
Name: David Kardish  
Title: Treasurer

We have authority to bind the corporation

SCHEDULE "A"

AGREEMENT RESPECTING MODIFICATIONS TO COMMON ELEMENTS

BETWEEN:

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION  
NO. 781

(the "Corporation")

AND

\_\_\_\_\_  
(the "Owner")

WHEREAS:

1. The Owner is the registered owner of Unit \_\_\_\_, Level \_\_\_\_, Ottawa-Carleton Standard Condominium Plan No.781;
2. The Owner wishes to carry out the following modifications to the common elements:

\_\_\_\_\_  
\_\_\_\_\_  
(the "Modifications")

3. The Modifications are governed by Bylaw No. 2 of the Corporation.

NOW THEREFORE the parties agree as follows:

The owner is permitted to carry out the Modifications, subject to all of the terms and conditions listed in Article III of the Corporation's Bylaw No. 2. The owner also agrees to comply with all Bylaws and Rules of the Corporation applying to the Modifications.

Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Ottawa-Carleton Standard Condominium  
Corporation No. 781

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

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

We have authority to bind the Corporation

Witness:

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)