

CARLETON CONDOMINIUM CORPORATION NO. 82

BY-LAW NO. 10

BE IT ENACTED as By-Law No. 10 (being a By-Law respecting additions, alterations or improvements to the exclusive use common elements) of Carleton Condominium Corporation No. 82 (hereinafter referred to as the "Corporation") as follows:

WHEREAS:

1. The Corporation was created by registration of a Declaration in the Office of Land Titles at Ottawa (the "Declaration");
2. Schedule C of the Declaration sets out the boundaries of the individual units of the Corporation;
3. Article III(2) of the Declaration provides that the owner of each unit shall have the exclusive use of certain of the common elements all as collectively defined in the Declaration and hereinafter referred to in this By-Law as "Exclusive Use Common Elements".
4. Certain of the owners of the Corporation may, from time to time, wish to make certain additions, alterations and improvements to the Exclusive Use Common Elements.
5. Section 98 of the Act provides for the method by which unit owners may make additions, alterations or improvements to the exclusive use common elements and also provides for an agreement to be entered into by each unit owner who makes such additions, alterations or improvements.
6. Due to the sameness of the additions, alterations or improvements (hereinafter called the "Changes") set out in this By-Law, the Corporation has determined that it is in the best interests of the unit owners and the Corporation if such Changes are dealt with in accordance with this By-Law.

NOW THEREFORE BE IT RESOLVED THAT:

**ARTICLE I
DEFINITIONS**

1. All words used herein which are defined in the *Condominium Act*, S.O. 1998, Chapter 19, (the "Act") or the Declaration of the Corporation or this By-Law shall have ascribed to them the meanings set out in the Act, the Declaration and the By-Law respectively.

**ARTICLE II
APPROVAL OF CHANGES**

1. Upon this By-Law being approved and becoming effective, each Change set out in Article III of this By-Law shall, subject to Article IV, be deemed by the Board of Directors to:
 - a. Be approved in accordance with Section 98(1)(a) of the Act;
 - b. Not to have an adverse effect on units owned by other owners than the owner making the Change;
 - c. Not give rise to any expense to the Corporation;
 - d. Not detract from the appearance of buildings on the property;
 - e. Not affect the structural integrity of buildings on the property;
 - f. Not contravene the Declaration or any prescribed requirement
 - g. Not contravene the By-laws or Rules of the Corporation;
 - h. Not have an adverse effect on the rest of the common elements.

2. Upon this By-Law becoming effective:
 - a. This By-Law shall be considered, for the purposes of Section 98 of the Act, to be an agreement as contemplated by Section 98;
 - b. The registration of this By-Law shall be deemed to be the registration of the agreement as contemplated by Section 98(3)(b) of the Act;
 - c. The provisions of Section 98(3) of the Act shall be deemed to have been complied with.

3. Each Change shall form part of the common elements and be considered part of the Exclusive Use Common Elements

**ARTICLE III
CHANGES**

1. Subject to the provisions of this By-Law, unit owners may make any one or more of the following Changes to the Exclusive Use Common Elements:
 - a. alteration or modification to the flooring of the balcony (from its original state when constructed) over which a unit owner has exclusive use;
 - ~~b. painting of flooring, walls and/or ceiling of the balcony (from its original state when constructed) over which a unit owner has exclusive use.~~

**ARTICLE IV
APPROVAL PROCESS**

1. No owner or occupant (called the "Owner") of a unit shall carry out any Change to the

- Exclusive Use Common Elements except in accordance with this By-Law.
2. Prior to any Change an Owner shall advise the Board of Directors of the Corporation (the "Board") in writing (the "Notice") of the Change. The Notice shall contain, in addition to such additional information that the Board may, from time to time require, the exact location and extent of the Change, the complete plans, drawings and specifications of the Change, the name of the contractor who shall perform the Change and the commencement date of the Change.
 3. The Owner may make the Change contained in the Notice only upon the Board giving written approval of the Change.
 4. The Board shall have thirty (30) days, or such longer period of time as the Board should determine necessary, following receipt of the Notice to review the Notice and to advise the Owner in writing whether the Board approves the Change. If the Board does not approve the Change, it shall advise the Owner in writing of the reasons for the non approval. The Owner shall have the right to request a meeting(s) with the Board to discuss the reasons for the non approval and shall also have the right to submit a second and further Notice(s) with such revised information as the Board may require Owner may deem necessary.
 5. The Board may establish standards and specifications from time to time regarding the type of Change and its method of installation in different areas of the Exclusive Use Common Elements which will be acceptable to the Board. Such standards and specifications shall be delivered by hand to each unit or sent by ordinary mail to each Owner and shall become effective upon the earlier of delivery (if delivered by hand to the unit) or upon depositing into a postal box (if delivered by ordinary mail).
 6. If the Board should have reason to believe that an Owner has, after this By-Law becomes effective, carried out any Change in contravention of this By-Law or has otherwise contravened any of the provisions of this By-Law, the Corporation shall so advise the Owner in writing (the "Advice") and the Corporation shall be entitled upon twenty (20) days following the Advice to remove the Change and restore the Exclusive Use Common Elements to their original condition. For the purposes of this paragraph 6, entry into the common elements for the purposes set out herein shall be considered an emergency and the provisions of Article XII of the Declaration shall apply, and the work carried out by the Corporation shall be deemed a repair to the unit or common elements for the purpose of correcting any condition which may result in damage or loss to the property as provided in the Declaration. The Corporation shall have no liability to the Owner for any damage caused by entry into the unit or any other work performed to remove or alter the Change.
 7. Each Change carried out by the Owner shall be carried out at the sole expense of the Owner.
 8. The Owner shall be responsible to insure the Change to the satisfaction of the Corporation against any and all liability which may arise in connection with the Change and shall provide, upon request by the Corporation, proof of such insurance.

9. The Owner shall be responsible to maintain the Change and to repair the Change after damage. If at any time, the Owner should fail to maintain or repair the Change, the Corporation may carry out such maintenance or repair and all costs and expenses incurred by the Corporation shall be paid to the Corporation by the Owner.
10. An Owner shall fully indemnify the Corporation and save it harmless from all losses, costs, expenses, claims, actions demands and damages arising from the Change or the breach of provision of this By-Law. Any amounts owing to the Corporation together with all related legal costs shall be added to the Owner's common expenses and shall be collected from the Owner as common expense.

**ARTICLE V
MISCELLANEOUS**

1. 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. No restrictions, conditions, obligations or provisions 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. The use of the masculine gender in this By-Law shall be deemed to include the feminine and the use of the singular shall be deemed to include plural where the context so requires and vice-versa.
4. The headings in the body of this Bylaw form no part thereof but shall be deemed to be inserted for convenience of reference only.

The foregoing By-Law No. 10 is hereby passed by the Directors and confirmed by the unit owners pursuant to the *Condominium Act, 1998*.

DATED this 25th day of October, 2007. MEC

CARLETON CONDOMINIUM CORPORATION NO. 82

Per: Margaret C. Lion
SECRETARY

I have authority to bind the Corporation