

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 82

BY-LAW NO. 12

BE IT ENACTED as By-Law No. 12 (being a by-law respecting common element modifications) of CARLETON CONDOMINIUM CORPORATION NO. 82 (hereinafter referred to as the "Corporation") as follows:

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.

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.
5. To regulate re-allocations of parking spaces and storage spaces.

III.

PERMITTED MODIFICATIONS

Subject to the TERMS AND CONDITIONS set forth in Article V, unit owners may make any of the following modifications to the common elements:

1. Alteration, addition or other modification to the flooring of the balcony (from its original state when constructed) over which the owner has the exclusive use.
2. Installation of an electric vehicle charger and electricity meter for the owner's parking space.
3. Painting of Balcony Walls, Balcony Ceilings, Balcony Railings and Balcony Concrete Panels.
4. Installation of Bird Netting on a Balcony.

IV.

RE-ALLOCATION OF PARKING SPACES AND STORAGE SPACES

Parking spaces and storage spaces are common elements. Owners *originally* had exclusive-use rights to parking spaces and storage spaces as set out in Article III (2) and in Schedules “F”, “G”, “H” and “I” of the Declaration. However, the rights to parking spaces and storage spaces have (in some cases) been re-allocated over time, and may be re-allocated in future (subject to the terms of this article).

General

- (a) **Re-allocations:** Parking spaces and storage spaces may be re-allocated under two circumstances:
- (i) By agreement between two or more owners (herein called “agreed re-allocations”);
 - (ii) By the Board, for Human Rights reasons or as necessary to fulfill the objects and duties of the Corporation.
- (b) If a parking space or storage space is re-allocated pursuant to Article IV (a) (i) of this by-law, the owner who receives the rights to the re-allocated parking space or storage space shall be responsible for any and all costs incurred by the Corporation in relation to the re-allocation. Such costs shall be added to the owner’s common expenses and shall be collectible as such.
- (c) If an owner (or a resident or guest of the owner’s unit) is using a parking space without authorization (i.e. not in accordance with the corporation’s parking space register), the Corporation shall have the authority to remove the unauthorized vehicle from the parking space. The owner will be responsible for all costs associated with the vehicle’s removal as well as any damages sustained by the vehicle and any storage charges. Such amounts will be added to the owner’s common expenses and will be collectible as such.
- (d) If an owner (or a resident or guest of the owner’s unit) is using a storage space without authorization (i.e. not in accordance with the Corporation’s storage space register) the Corporation may remove the lock from the storage space, and all contents of the storage space, and may place those contents into separate storage. The owner will be responsible for all costs associated with their removal as well as any damages sustained by the contents and any storage charges. Such amounts will be added to the owner’s common expenses and will be collectible as such.

(e) **Agreed Re-allocations:**

Any agreed parking space or storage space re-allocation, after the date of this by-law, shall be in the form set out in Schedule “2”. The re-allocation shall be effective only when:

- i. the Corporation receives a copy of the re-allocation (in the form attached as Schedule “2”), executed by the Transferor and the Transferee;
- ii. the re-allocation is accepted and signed by the Corporation; AND
- iii. the re-allocation is registered on title to both the Transferor’s Unit and the Transferee’s Unit, and proof of such registration and a copy of the completed agreement are provided to the Corporation by the Transferee.

The Corporation will then update the parking space or storage space register as the case may be.

(e) **Human Rights:**

- (i) The Board may re-allocate parking spaces or storage spaces as necessary to comply with the *Human Rights Code*.

- (ii) The need for compliance with the *Human Rights Code* shall be determined by the Board, exercising reasonable discretion.
- (iii) Where the Board, in its reasonable discretion, determines that a parking space or storage space re-allocation is required in order to comply with the *Human Rights Code*, the Board shall take the following steps.

From among the potential spaces that could meet the human rights need, the Board shall identify a space for reassignment. For this purpose, the Board shall proceed as follows:

- The Board shall attempt, if possible, to re-allocate a space at or near the time of sale of the unit;
 - The Board should avoid, if possible, re-allocation of spaces which have been the subject of a previous temporary re-allocation under this paragraph (i.e., for Human Rights reasons);
 - The Board should otherwise attempt to choose a space which is not being used by a resident of the unit to which the space is allocated.
- (iv) Any re-allocation pursuant to this paragraph (i.e., for Human Rights reasons) shall be temporary. The re-allocation shall expire upon the expiry of the Human Rights need, as determined by the Board, exercising reasonable discretion. The expiry of the re-allocation shall occur as follows:
 - The Board shall, by resolution, confirm that the re-allocation has expired and that the exclusive use of the space(s) in question has accordingly reverted to the units to which the space(s) are permanently allocated.
 - The Corporation shall deliver to the owners of the units in question notice of the aforesaid expiry and reversion.

(g) Parking Space and Storage Space Registers:

- (i) The Board shall maintain a parking space register showing all parking space allocations (including temporary re-allocations), updated to reflect all re-allocations.
- (ii) The Board shall maintain a storage space register showing all storage space allocations (including temporary re-allocations), updated to reflect all re-allocations.
- (iii) Parking spaces and storage spaces are common elements and an owner has no exclusive right to a parking space or storage space except as set out in the Corporation's parking space register or storage space register (as the case may be).
- (iv) A copy of the up-to-date parking space register and storage space register shall be attached to any status certificate issued by the Corporation.
- (v) The parking space register, as at the date of this by-law, is attached as Schedule "3".
- (vi) The current parking space layout, as at the date of this by-law, is attached as Schedule "4".
- (vii) The storage space register, as at the date of this by-law, is attached as Schedule "5".

V.

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. Any notice required hereunder may be delivered as set out in the Act and 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 bylaw.

NOTES:

- **Owners are not permitted to make any other common element modifications without meeting the requirements of the Act that apply to such modifications. As noted in Section 119 of the Act, the Act and this by-law are also binding on tenants. Tenants are therefore not permitted to make any common element modifications except as permitted by this by-law. Furthermore, for any permitted modification, the owner must also agree and the owner must sign the Acknowledgement form noted in Article VI.**
- **The Corporation may carry out changes to the common elements provided it complies with the requirements in the Act.**

VI.

ACKNOWLEDGEMENT

For any modification carried out after the date of this by-law, the owner 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.

VII.

PREVIOUS BY-LAWS OR RULES

- (1) The Corporation's By-law No. 10 is hereby repealed.
- (2) 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.

VIII.

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 bylaw passed in accordance with the provisions of the Act, and the Declaration.
5. Preparation: This document was prepared in the year 2015 by Nelligan O'Brien Payne 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 day of , 2016.

CARLETON CONDOMINIUM CORPORATION NO. 82

Name:
Title:

I have authority to bind the Corporation.

TO:

CARLETON CONDOMINIUM CORPORATION NO. 82

(“the Corporation”)

FROM:

(please print name(s))

(“the Owner”)

WHEREAS:

1. The Owner is the registered owner of Unit____, Level ____, Carleton Condominium Plan No. 82.
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. 12.
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. 12 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. 82

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

Witness Signature
Print Name: _____

Owner Signature
Print Name: _____

Witness Signature
Print Name: _____

Owner Signature
Print Name: _____

Witness Signature
Print Name: _____

Spouse Signature (where required)
Print Name: _____

Parties to this Re-allocation:

Transferor: _____ (print name)
_____ (print name)

and

Transferee: _____ (print name)
_____ (print name)

Recitals:

1. The Transferor is/are the registered owner(s) of Unit ____, Level ____ in the corporation (the "Transferor's unit").
2. The Transferee is/are the registered owner(s) of Unit ____, Level ____ in the corporation (the "Transferee's unit").
3. According to the Corporation's parking space register / storage space register, the following parking space / storage space is currently allocated to the Transferor's unit:

(Check and complete one)

- Parking Space No. _____
- Storage Space No. _____

4. The Transferor wishes to re-allocate the said parking space / storage space to the Transferee's unit.
5. The Transferee agrees to accept the said re-allocation.

Now Therefore the Transferor and Transferee agree as follows:

1. The parking space / storage space indicated in Recital No. 3 above is hereby re-allocated to the Transferee's unit.
2. This re-allocation shall be effective only when:
 - (i) the corporation receives a copy of this re-allocation, executed by the Transferor and the Transferee;
 - (ii) the re-allocation is accepted and signed by the corporation (where indicated below); AND
 - (iii) the re-allocation is registered on title to both the Transferor's Unit and the Transferee's Unit, and proof of such registration and a copy of the completed agreement are provided to the corporation by the Transferee.

The corporation will then update the parking space or storage space register.

Signed by the Transferor and Transferee this ____ day of ____, ____.

Transferor:

Transferee:

X _____
(signature)
X _____
(signature)

X _____
(signature)
X _____
(signature)

The re-allocation is hereby accepted by the corporation, this ___ day of ___, ____.

Carleton Condominium Corporation No. 82:

X _____

X _____

Print Name: _____

Print Name: _____

Office: _____

Office: _____

We have authority to bind the corporation

Schedule "3"
ALLOCATION OF PARKING SPACES
(as at the date of this By-law)
Schedule "4"
CURRENT LAYOUT OF PARKING SPACES
(as at the date of this by-law)
Schedule "5"
ALLOCATION OF STORAGE SPACES
(as at the date of this by-law)