

BY-LAW 6

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CERTIFICATE OF REGISTRATION RECEIVED

OTTAWA-CARLETON (4)

99 APR 22 16 : 36

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(1) Registry Land Titles (2) Page 1 of 5 pages

(3) Property Identifier(s) Block Property Additional: See Schedule
15272-0001 to 15272-0060 inclusive

(4) Nature of Document
BY-LAW NO. 6 (Section 38, Condominium Act)

(5) Consideration
Dollars \$

(6) Description
All Units and Common Elements comprising the property included in Carleton Condominium Plan No. 272
City of Ottawa
Regional Municipality of Ottawa-Carleton
Land Titles Office of Ottawa-Carleton No. 4

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

(8) This Document provides as follows:
SEE SCHEDULES FOR BY-LAW AND CERTIFICATE ATTACHED.

(9) This Document relates to instrument number(s) Continued on Schedule

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D
CARLETON CONDOMINIUM CORPORATION NO. 272 (Applicant) by its solicitors Per: James Davidson 1999 04 20
Nelligan Power

(11) Address for Service
c/o 1900-66 Slater Street, Ottawa, Ontario, K1P 5H1

(12) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D

(13) Address for Service

(14) Municipal Address of Property
Multiple

(15) Document Prepared by:
James Davidson
Nelligan Power
66 Slater Street
Suite 1900
Ottawa, Ontario
K1P 5H1

Fees and Tax	
Registration Fee	50
Total	

CERTIFICATE

CARLETON CONDOMINIUM CORPORATION NO. 272 hereby certifies that the By-Law No. 6 attached hereto was made in accordance with the Condominium Act, being Chapter 84 of the Revised Statutes of Ontario, 1980 and any amendments thereto, the Declaration and By-Laws of the Corporation, and that the said By-Law No. 6 has not been amended and is in full force and effect.

DATED: January 25, 1999

CARLETON CONDOMINIUM CORPORATION NO. 272

Per: Joanne McConnell
Print Name: Joanne McConnell
Print Title: Secretary

(seal)

CARLETON CONDOMINIUM CORPORATION NO. 272

BY-LAW NO. 6

BE IT ENACTED as By-Law No. 6 (being a special By-Law respecting an easement in favour of Consumers Gas, and related matters) of CARLETON CONDOMINIUM CORPORATION NO. 272 (hereinafter referred to as the "Corporation") as follows:

WHEREAS Section 9 of the Condominium Act ("the Act") permits the Corporation, by special By-Law, to grant an easement through the common elements;

AND WHEREAS Section 1(x) of the Act requires a special By-Law to be confirmed by owners who own not less than two-thirds of the units at a meeting duly called for the purpose;

AND WHEREAS the supply of natural gas to the property will require an easement in favour of Consumers Gas for the purpose of constructing, operating, repairing and maintaining gas service to the property;

AND WHEREAS the supply of gas as aforesaid will also involve certain alterations to the common elements which require the approval of the unit owners pursuant to Section 38 of the Act and Article III(4) of the Declaration;

AND WHEREAS the said alterations have been determined to be non-substantial for the purposes of Section 38 of the Act and for the purpose of Article III(4) of the Declaration;

AND WHEREAS the confirmation of this special By-Law will therefore constitute approval under Section 38 of the Act for the said alterations to the common elements, subject to the terms and conditions set forth herein;

NOW THEREFORE be it enacted as a special By-Law of the Corporation as follows:

**ARTICLE I
DEFINITIONS**

All words used herein which are defined in the Condominium Act, R.S.O. 1990, c. C.26, shall have ascribed to them the meanings as set out in the Act as amended from time to time.

**ARTICLE II
EASEMENT AGREEMENT**

In order to allow for the supply of natural gas to the units of the condominium, the Corporation is hereby authorized to enter into an agreement for the granting of an easement in favour of Consumers Gas, in a form acceptable to the Board.

**ARTICLE III
ADDITIONS TO COMMON ELEMENTS**

- (1) All additions and changes to the common elements required for the aforesaid supply of gas are hereby approved, subject to this By-law.
- (2) Unit owners may arrange for additions and changes to the common elements (herein called "additions") in order to arrange for gas connection to their units and as may be required for gas appliances in their units, subject to the terms and conditions set forth in Article IV herein.

ARTICLE IV TERMS AND CONDITIONS

The above-noted authority to carry out the additions described in Article III (2) is subject to the following terms and conditions and any unit owner carrying out any such addition 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 addition shall be made except in accordance with the following:
 - (a) any applicable requirements of the Canadian Standards Association, or the requirements of any similar and recognized organization; and
 - (b) the specific written approval of the Board, which shall be required for every addition. For this purpose, the Board shall be entitled to request details of all proposed wall and slab penetrations and other proposed additions.
- (2) All additions shall comply with all municipal, provincial and federal legislation including all municipal By-Laws and building regulations;
- (3) Each addition shall be maintained and repaired in a good and safe condition by the unit owner at the unit owner's sole expense. Notwithstanding the provisions of the Act and Declaration and By-Laws of the Corporation, the Corporation shall not be responsible to maintain or repair any addition nor shall the Corporation be responsible to retain any insurance with respect to any addition;
- (4) In the event that the unit owner fails to maintain or repair the addition 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 expenses incurred by the Corporation in arranging and carrying out the maintenance or repair shall be payable to the Corporation by the unit owner and collectible in accordance with Article IV (7) hereof;
- (5) The unit owner shall obtain insurance, satisfactory to the Corporation, against any and all liability which may arise in connection with the addition. The unit 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 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 addition, including any claim against the Corporation for damages resulting from, caused by, or associated with the addition. Without limiting the generality of the foregoing, the unit owner shall be responsible for all costs and expenses incurred in order to remove any addition in order 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) and the Corporation shall have no obligation for any damage which may be caused to the addition as a result of any such required access.
- (7) Any amounts owing to the Corporation by a unit owner by virtue of these terms and conditions shall be added to the unit owner's common expenses and shall be collectible against the unit 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 Act;
- (8) In addition to any other rights and remedies available to the Corporation hereunder or otherwise, 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 addition 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 in accordance with Article IV (7) hereof;

- (9) Any such addition carried out by a unit owner shall be carried out at the sole expense of the unit owner;
- (10) All of these terms and conditions shall be binding upon the successors and assigns of the unit owner;

ARTICLE V 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.

The foregoing By-Law is hereby passed by the Directors and confirmed by the owners pursuant to the *Condominium Act* of Ontario.

DATED this 25th day of June, 1998.

CARLETON CONDOMINIUM CORPORATION NO. 272

Print Name:

Print Title:

Joanne McGonnell
Joanne McGonnell
(Secretary)

I have authority to bind the Corporation.