

**CERTIFICATE IN RESPECT OF A BY-LAW
(UNDER SUBSECTION 38 (1) OF ONTARIO REGULATION 49/01 AND SUBSECTION
56 (9) OF THE *CONDOMINIUM ACT*, 1998)**


Condominium Act, 1998

Ottawa-Carleton Standard Condominium Corporation No. 769 (known as the "Corporation") certifies that:

1. The copy of By-law No. 6, attached as Schedule "A", is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act*, 1998.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 10th day of JULY, 2012.

OTTAWA- CARLETON STANDARD CONDOMINIUM CORPORATION NO. 769



Print Name: ANDY de SCHULTHEIS
Print Title: PRESIDENT

(Seal)

I have authority to bind the Corporation.

Schedule "A"

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 769

BY-LAW NO. 6

BE IT ENACTED as By-Law No. 6 (being a by-law respecting installation of movable glass panel glazing systems on the exclusive use balconies) of OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 769 (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 bylaw is being passed for the following purposes:

1. To confirm that owners are permitted to install a movable glass panel glazing system on the exclusive use balcony which is adjacent to the owner's unit (the "Modification"), subject to the terms and conditions described in this by-law.
2. To record the Board's approval of the Modification, subject to the terms and conditions in this by-law.
3. To provide any required notice to owners and required voting approval for the Modification.
4. To establish the terms and conditions which apply to the Modification and which accordingly constitute an agreement between the owner(s) and the Corporation pursuant to the Act and this by-law.

**ARTICLE III.
TERMS AND CONDITIONS**

The within approval of the Modification described in Article II is subject to the following terms and conditions, and any unit owner carrying out, or enjoying, the Modification 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 the requirements set out in Schedule 2 attached hereto, as well as 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. The Modification 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 carried out at the sole risk and expense of the owner.
4. 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.
5. 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 III(8) hereof.
6. 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. Proof of such insurance coverage to a minimum of two million dollars shall be provided annually, to be held by the Corporation in the owner's unit file.
7. 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.

8. 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*.
9. 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 III(8) hereof.
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 bylaw.

ARTICLE IV. ACKNOWLEDGEMENT

Any owner wishing to carry out a Modification 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 V. PREVIOUS BY-LAWS OR RULES

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.

ARTICLE VI. REPEAL OF BY-LAW NO. 5

The Corporation's By-law No. 5 is 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.

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 *20th* day of *JULY*, 2012.

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 769


Name: *A de SCHULTHESS*
Title: *PRESIDENT*

I have authority to bind the Corporation.

SCHEDULE "1"

Acknowledgement Respecting Modification to Common Elements

TO:

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 769

("the Corporation")

FROM:

(please print name(s))

("the Owner")

WHEREAS:

1. The Owner is the registered owner of Unit _____, Level ____, Ottawa-Carleton Standard Condominium Plan No. 769.
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 install a movable glass panel glazing system on the exclusive use balcony which is adjacent to the owner's unit (the "Modification").
4. The Modification is described in By-Law No. 6 of the Corporation.

NOW THEREFORE:

The Owner acknowledges that the Owner is bound by all of the terms and conditions listed in Article III of the Corporation's By-Law No. 6 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: _____

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 769

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

Witness

Owner
Print Name:

Witness

Owner
Print Name:

Witness

Spouse (where required)
Print Name:

OCSCC 769 – By-law No. 6

SCHEDULE “2”

- (a) The glazing system shall consist of a series of glass panels that can slide into place, so that they can be fully closed, partially closed or opened (in a stacked or partially stacked position).**
- (b) There must be engineering approval for the system’s design and the installation must be carried out by a properly-qualified contractor. All necessary permits must be obtained.**
- (c) The Board must be satisfied that the glazing system is visually similar to balcony glazing systems installed (as at the date of this by-law) at Riverside Gate I (3590 Rivergate Way). The Board must also be satisfied that the glazing system is of equal or better quality to balcony glazing systems installed (as at the date of this by-law) at Riverside Gate I (3590 Rivergate Way).**