

Properties

PIN 15424 - 0001 LT Redescription

Description AFFECTS ALL UNITS AND COMMON ELEMENTS COMPRISING CARLETON CONDOMINIUM PLAN NO. 424, BEING THIS PIN AND ALL OF THE FOLLOWING PINS

UNIT 1, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 424 ; PT BLK 56, PL 4M334, PTS 1, 2, 7, 8, 14, 15, 16 & 17 4R5632, PT 5 4R5632 (SAVE AND EXCEPT PT 3 4R5648) AND PT 2 4R5648, AS IN SCHEDULE 'A' OF DECLARATION LT557849 ; ROCKCLIFFE PARK TOGETHER WITH AN EASEMENT OVER BLOCK 70 PLAN 4M334 AS
IN LT1366041.

Address 37 BITTERN COURT
OTTAWA

PIN 15424 - 0002 LT

Description UNIT 2, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 424 ; PT BLK 56, PL 4M334, PTS 1, 2, 7, 8, 14, 15, 16 & 17 4R5632, PT 5 4R5632 (SAVE AND EXCEPT PT 3 4R5648) AND PT 2 4R5648, AS IN SCHEDULE 'A' OF DECLARATION LT557849 ; ROCKCLIFFE PARK TOGETHER WITH AN EASEMENT OVER BLOCK 70 PLAN 4M334 AS
IN LT1366041.

Address 35 BITTERN COURT
OTTAWA

PIN 15424 - 0003 LT

Description UNIT 3, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 424 ; PT BLK 56, PL 4M334, PTS 1, 2, 7, 8, 14, 15, 16 & 17 4R5632, PT 5 4R5632 (SAVE AND EXCEPT PT 3 4R5648) AND PT 2 4R5648, AS IN SCHEDULE 'A' OF DECLARATION LT557849 ; ROCKCLIFFE PARK TOGETHER WITH AN EASEMENT OVER BLOCK 70 PLAN 4M334 AS
IN LT1366041.

Address 33 BITTERN CRT
OTTAWA

PIN 15424 - 0004 LT

Description UNIT 4, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 424 ; PT BLK 56, PL 4M334, PTS 1, 2, 7, 8, 14, 15, 16 & 17 4R5632, PT 5 4R5632 (SAVE AND EXCEPT PT 3 4R5648) AND PT 2 4R5648, AS IN SCHEDULE 'A' OF DECLARATION LT557849 ; ROCKCLIFFE PARK TOGETHER WITH AN EASEMENT OVER BLOCK 70 PLAN 4M334 AS
IN LT1366041.

Address 31 BITTERN CRT
OTTAWA

PIN 15424 - 0005 LT

Description UNIT 5, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 424 ; PT BLK 56, PL 4M334, PTS 1, 2, 7, 8, 14, 15, 16 & 17 4R5632, PT 5 4R5632 (SAVE AND EXCEPT PT 3 4R5648) AND PT 2 4R5648, AS IN SCHEDULE 'A' OF DECLARATION LT557849 ; ROCKCLIFFE PARK TOGETHER WITH AN EASEMENT OVER BLOCK 70 PLAN 4M334 AS
IN LT1366041.

Address 29 BITTERN CRT
OTTAWA

PIN 15424 - 0006 LT

Description UNIT 6, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 424 ; PT BLK 56, PL 4M334, PTS 1, 2, 7, 8, 14, 15, 16 & 17 4R5632, PT 5 4R5632 (SAVE AND EXCEPT PT 3 4R5648) AND PT 2 4R5648, AS IN SCHEDULE 'A' OF DECLARATION LT557849 ; ROCKCLIFFE PARK TOGETHER WITH AN EASEMENT OVER BLOCK 70 PLAN 4M334 AS
IN LT1366041.

Address OTTAWA

PIN 15424 - 0007 LT

Description UNIT 7, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 424 ; PT BLK 56, PL 4M334, PTS 1, 2, 7, 8, 14, 15, 16 & 17 4R5632, PT 5 4R5632 (SAVE AND EXCEPT PT 3 4R5648) AND PT 2 4R5648, AS IN SCHEDULE 'A' OF DECLARATION LT557849 ; ROCKCLIFFE PARK TOGETHER WITH AN EASEMENT OVER BLOCK 70 PLAN 4M334 AS
IN LT1366041.

Address 39 BITTERN COURT
OTTAWA

PIN 15424 - 0008 LT

Description UNIT 8, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 424 ; PT BLK 56, PL 4M334, PTS 1, 2, 7, 8, 14, 15, 16 & 17 4R5632, PT 5 4R5632 (SAVE AND EXCEPT PT 3 4R5648) AND PT 2 4R5648, AS IN SCHEDULE 'A' OF DECLARATION LT557849 ;

Properties

ROCKCLIFFE PARK TOGETHER WITH AN EASEMENT OVER BLOCK 70 PLAN 4M334
AS
IN LT1366041.

Address 43 BITTERN COURT
OTTAWA

PIN 15424 - 0009 LT

Description UNIT 1, LEVEL 2, CARLETON CONDOMINIUM PLAN NO. 424 ; PT BLK 56, PL 4M334,
PTS 1, 2, 7, 8, 14, 15, 16 & 17 4R5632, PT 5 4R5632 (SAVE AND EXCEPT PT 3
4R5648) AND PT 2 4R5648, AS IN SCHEDULE 'A' OF DECLARATION LT557849 ;
ROCKCLIFFE PARK TOGETHER WITH AN EASEMENT OVER BLOCK 70 PLAN 4M334
AS
IN LT1366041.

Address OTTAWA

PIN 15424 - 0010 LT

Description UNIT 2, LEVEL 2, CARLETON CONDOMINIUM PLAN NO. 424 ; PT BLK 56, PL 4M334,
PTS 1, 2, 7, 8, 14, 15, 16 & 17 4R5632, PT 5 4R5632 (SAVE AND EXCEPT PT 3
4R5648) AND PT 2 4R5648, AS IN SCHEDULE 'A' OF DECLARATION LT557849 ;
ROCKCLIFFE PARK TOGETHER WITH AN EASEMENT OVER BLOCK 70 PLAN 4M334
AS
IN LT1366041.

Address 41 BITTERN CRT
OTTAWA

PIN 15424 - 0011 LT

Description UNIT 3, LEVEL 2, CARLETON CONDOMINIUM PLAN NO. 424 ; PT BLK 56, PL 4M334,
PTS 1, 2, 7, 8, 14, 15, 16 & 17 4R5632, PT 5 4R5632 (SAVE AND EXCEPT PT 3
4R5648) AND PT 2 4R5648, AS IN SCHEDULE 'A' OF DECLARATION LT557849 ;
ROCKCLIFFE PARK TOGETHER WITH AN EASEMENT OVER BLOCK 70 PLAN 4M334
AS
IN LT1366041.

Address 45 BITTERN CRT
OTTAWA

PIN 15424 - 0012 LT

Description UNIT 1, LEVEL A, CARLETON CONDOMINIUM PLAN NO. 424 ; PT BLK 56, PL 4M334,
PTS 1, 2, 7, 8, 14, 15, 16 & 17 4R5632, PT 5 4R5632 (SAVE AND EXCEPT PT 3
4R5648) AND PT 2 4R5648, AS IN SCHEDULE 'A' OF DECLARATION LT557849 ;
ROCKCLIFFE PARK TOGETHER WITH AN EASEMENT OVER BLOCK 70 PLAN 4M334
AS
IN LT1366041.

Address OTTAWA

PIN 15424 - 0013 LT

Description UNIT 2, LEVEL A, CARLETON CONDOMINIUM PLAN NO. 424 ; PT BLK 56, PL 4M334,
PTS 1, 2, 7, 8, 14, 15, 16 & 17 4R5632, PT 5 4R5632 (SAVE AND EXCEPT PT 3
4R5648) AND PT 2 4R5648, AS IN SCHEDULE 'A' OF DECLARATION LT557849 ;
ROCKCLIFFE PARK TOGETHER WITH AN EASEMENT OVER BLOCK 70 PLAN 4M334
AS
IN LT1366041.

Address OTTAWA

Applicant(s)

Name CARLETON CONDOMINIUM CORPORATION NO. 424

Address for Service c/o Nelligan O'Brien Payne LLP
1500 - 50 O'Connor St.
Ottawa, ON
K1P 6L2

Carleton Condominium Corporation No. 424 hereby certifies that by-law number 5 attached hereto See Schedules is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, Kenneth R. Johnston, President, have the authority to bind the corporation.

Signed By

Jennifer Lynne Gagne 1500-50 O'Connor acting for Signed 2014 08 19
Ottawa Applicant(s)
K1P 6L2

Tel 613-238-8080

Fax 613-238-2098

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

NELLIGAN O'BRIEN PAYNE LLP 1500-50 O'Connor 2014 08 19
Ottawa
K1P 6L2

Tel 613-238-8080

Fax 613-238-2098

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Applicant Client File Number : 29306-1

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 424

BY-LAW NO. 5

BE IT ENACTED as By-Law No. 5 of CARLETON CONDOMINIUM CORPORATION NO. 424 (hereinafter referred to as the "Corporation") as follows:

WHEREAS:

1. The Corporation wishes to grant an easement to the natural gas distributor in order to allow for installation of the required natural gas lines and distribution of natural gas throughout the property;
2. The aforesaid easement must be authorized by by-law pursuant to Section 21 of the Act;
3. The By-law can also fulfill the requirements of Sections 97 and 98 of the Act respecting approval of all common element modifications related to the distribution of natural gas on the property.

**ARTICLE I
DEFINITIONS**

All words used herein which are defined in the *Condominium Act*, 1998 (as amended from time to time), or the Regulations thereunder or any successor thereto, ("the Act") shall have ascribed to them the meanings set out in the Act.

**ARTICLE II
AUTHORITY FOR NATURAL GAS EASEMENT AND RELATED WORK**

1. In accordance with Section 21 of the Act, the Corporation is authorized to enter into an easement, on terms satisfactory to the Board, with the natural gas distributor, in order to allow for installation of the required natural gas lines and the distribution of natural gas throughout the property. All related modifications to the common elements are also hereby approved.
2. Owners are hereby authorized to arrange for all required modifications to the common elements for the purpose of connecting natural gas to the owner's unit for the following purposes:
 - A. Forced air natural gas furnace;
 - B. Natural gas water heater;
 - C. Natural gas fireplace;
 - D. Natural gas cooking stove and/or oven.

This authorization is subject to the terms and conditions set forth in Article III of this by-law.

ARTICLE III TERMS AND CONDITIONS

The within approval of the modifications described in Article II (2) (herein called the "modification(s)") is subject to the following terms and conditions and any unit owner carrying out 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 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 at the sole risk and expense of the owner and 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 III(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 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 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 (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 by-laws of the Corporation.
11. All of these terms and conditions shall be binding upon the successors, assigns and transferees of the owner.

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
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, and the Declaration.

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

DATED this 31st day of JULY, 2014.


CARLETON CONDOMINIUM CORPORATION NO. 424

Per: Name: KENNETH R. JOHNSTON
Office: PRESIDENT
I have authority to bind the Corporation.

SCHEDULE "1"

Acknowledgement Respecting Modification to Common Elements

TO:

CARLETON CONDOMINIUM CORPORATION NO. 424

("the Corporation")

FROM:

(please print name(s))

("the Owner")

WHEREAS:

1. The Owner is the registered owner of Unit _____, Level _____, Carleton Condominium Plan No. 424.

Please choose one of the following [delete all that do not apply]:

The Owner is not a spouse.

The Owners are spouses of one another.

The Owner is a spouse. The person consenting below is the Owner's spouse.

The Owner wishes to carry out the following modification to the common elements:

(please print)

("the Modification")

The Modification is item number(s) _____ in Article II of By-Law No. 5 of the Corporation.

(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 III of the Corporation's By-Law No. 5 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. 424

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

Witness

Owner

Witness

Owner

Witness

Spouse (where required)