

CARLETON CONDOMINIUM CORPORATION NO. 150

CONDOMINIUM RULES

SEPTEMBER 18, 1989

To: Owners & Tenants

CARLETON CONDOMINIUM CORPORATION NO. 150

CONDOMINIUM RULES

1. Attached is a copy of the revised rules, endorsed on behalf of the Unit Owners by the Board of Directors, 18 September, 1989.
2. Although at first glance these rules may seem to be too detailed and exhaustive, they are only a consolidation of the rules that have evolved, and have been in effect during the Corporate life of C.C.C. No. 150. In other words, they merely set out, in one document, what we have already been doing.
3. Any comments, questions or suggestions concerning these rules may be directed to Deerpark Management Ltd, 745-2389.

* Note to non-resident Owners: A copy of these rules has already been sent to your tenant(s).

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CONDOMINIUM RULES

CARLETON CONDOMINIUM CORPORATION NO. 150

Resolutions passed by the Directors of Carleton Condominium Corporation No. 150 (Corporation) at a Board of Directors (Board) Meeting held on the 18th day of September, 1989.

BE IT RESOLVED that the Corporation enact the following rules respecting the use of the common elements and units to promote the safety, security, or welfare of the unit owners and of the Corporation property (property) or to prevent unreasonable interference with the use and enjoyment of the common elements and of other units.

The following rules shall be observed by the unit owners and the term "owner" shall include the unit owner, his/her family, guests (long term), visitors (short term), servants, clerks, agents or any other persons occupying the unit with the owner's approval and including that person's family, guests, visitors, servants, clerks or agents:

1. Additional Accommodation. No building or structure or tent shall be erected and no trailer either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements.
2. Air Conditioners. Air conditioners may be installed with prior written consent of the Board. They must be of a high quality and such standard as to minimize noise disturbance to neighbors. No water-cooled air conditioners will be permitted due to the large quantity of water required and the subsequent increased water cost. Plexiglass must be used for the installation of window air conditioners when the air conditioner does not fill the normally glassed area. All air conditioners must be properly and neatly installed.
3. Alterations.
 - a. No owner shall make any change to the interior of his/her unit or to an installation upon the common elements without the prior written consent of the Board, and subject to the Condominium Act, and the Declaration.
 - b. Such alterations will be at the risk and expense of the owner; and
 - c. The Corporation shall not assume the responsibility to repair or maintain any such alterations.
4. Auction Sales shall not be held on the property.

5. Eavestroughs

- a. Eavestroughing may be installed by the owner with the prior written consent of the Board and at the risk and expense of the owner;
- b. Eavestroughing must be, as a minimum, .025 gauge aluminum, 5 inches wide, seamless and of a color to match the existing trim. Eavestroughing must be installed to a level of competence expected of a professional installer. The drainspout must drain into a hole that is 12 inches deep, filled with crushed stone and a reasonable distance away from the unit foundation;
- c. The maintenance of the eavestroughing and its replacement are the responsibility and the expense of the owner and will not be assumed by the Corporation; and
- d. Any damage that might occur to the roof as a result of the installation of the eavestroughing shall be the responsibility and the expense of the owner. The Corporation will not assume the responsibility to repair or maintain the roof where damage occurs as a result of the installation of eavestroughing.

6. Electrical. Owners shall not overload electrical circuits.

7. Exterior.

- a. Nothing, except flower boxes which must be properly installed, shall be placed on the outside of window sills or any projections. No awning, flower box, shade or shutters shall be erected over or outside of the windows, doors, porch or rear yard, without the prior written consent of the Board;
- b. No owner shall decorate, landscape or cover by any awnings or otherwise the yard lying to the rear of his unit, without the prior written consent of the Board;
- c. Nothing shall be thrown out of the windows or doors of the units;
- d. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window or door. No hanging or drying of clothes is allowed on the common elements;
- e. The rear yards and parking spaces shall not be used for storage and each rear yard and parking space shall be kept clean by the owner having the right to use it;
- f. No part of the common elements shall be used for the erection, placing or maintenance of clothes lines, incinerators, garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, gardens or other vegetation, or

for the disposal of rubbish, garbage or waste, unless such are authorised by the Board or were in existence at the date of the Corporation's Declaration.

g. Fences & Gates.

- (1) Unless in existence at the time of the sale of a unit, a fence, with or without a gate, enclosing the rear yard shall not be erected without the prior written consent of the Board. Such fences shall be of wooden construction matching the style and color of the existing fences and shall be no higher than the lower portion of the existing fence; and
- (2) From the time that the fence encloses the rear yard, the owner shall be responsible for the maintenance of his exclusive use area (ie the rear yard).

8. Fire & Health.

- a. No owner shall do, or permit, anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health (cf para 22, Municipal Statutes); and
- b. No stores of coal or any combustible or offensive goods, provisions or materials shall be kept on the property, The storage of firewood for fireplaces or wood burning stoves is permissible.

9. Foundation Holes. With the prior written consent of the Board a maximum of two holes may be drilled in the foundation walls, each no more than four inches in diameter. They must be drilled by, or under the supervision of a person competent in this type of work. Any leakage or maintenance problems developing as a result of foundation hole drilling shall be at the risk and the expense of the owner.

10. Garbage. The owner shall not place, leave or permit to be placed or left in or upon the common elements including those of which he has the exclusive use, any debris, refuse or garbage, except in accordance with the instructions of the Board and the owners must maintain strict sanitary conditions at all times. Garbage can not be placed out before 7 p.m. on Wednesday evenings except in the case of a statutory holiday when the pick-up will be one day later.

11. Garden Sheds.

- a. Unless in existence at the time of the purchase of the unit, a garden shed shall not be erected without the prior written consent of the Board; and
- b. The maintenance of the shed and its replacement, if any, are the risk and the expense of the owner and shall not be assumed by the Corporation.

12. Landscaping.

- a. No one shall harm, mutilate, destroy or alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds;
- b. The outside circumference of any flower bush or shrub is not to extend beyond 36 inches from the building or the inside face of the fence. In planting such flower bush or shrub, no more than a 24-inch width of sod may be dug up;
- c. Perennial ivy or other perennial climbing flora are permitted only if they are not supported by the building or the fence;
- d. Growing of vegetables in excess of 4 feet in height is not permitted on any common element. No more than a 24-inch width of sod may be dug up in planting vegetables. Vegetables shall not be planted in areas fronting on Orient Park Drive or Kelden Crescent;
- e. In the event of abandonment, poor husbandry practices, disease or pest damage the Board reserves the right to return the area to its original state at the expense of the owner;
- f. The maintenance and replacement of patio stones placed in the rear yard shall be the risk and the expense of the owner and shall not be assumed by the Corporation;
- g. Owners who plant flowers around the base of any tree or shrub are responsible for the expense and maintenance of such flowers and for any damage caused to the tree.
- h. Owners are responsible for trimming the grass at the edge of their flower or vegetable beds and garden sheds; and
- i. Any departure from the provisions of this paragraph require the prior written consent of the Board.

13. Loss or Damage. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules, in force from time to time, by any owner, his family, guests, visitors,

servants, clerks, agents or approved occupants/tenants of his unit and including that person's family, guests, visitors, servants, clerks or agents shall be borne by such owner and may be recovered by the Corporation from such owner in the same manner as common expenses.

14. Nuisance.

- a. Owners and approved occupants/tenants, their families, guests, visitors and servants shall not create or permit the creation of, or continuation of, any noise or nuisance which, in the opinion of the Board may or does disturb the comfort and quiet enjoyment of the property by other owners and approved occupants/tenants, their families, guests, visitors, servants and persons having business with them; and
- b. No noise, caused by any instrument or other device, or otherwise, that, in the opinion of the Board, may be calculated to disturb the comfort of the other owners, shall be permitted.

15. Pets.

- a. No animal, livestock or fowl of any kind other than one dog or one cat or caged birds (other than pigeons) shall be kept as pets in any unit;
- b. No dog, cat or other animal that is deemed by the Board (on reasonable grounds) to be a nuisance shall be allowed or be kept in any unit or on the property; and
- c. No animal, livestock or fowl of any kind shall be kept on any part of the common elements.

16. Right of Way. The sidewalks, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units or parking areas.

17. Signs. No sign, advertisement or notice, other than the usual signs for offering a unit for sale or rent with dimensions not exceeding 2 feet by 3 feet, shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements whatsoever without the prior written consent of the Board.

18. Storm Door. Storm doors which are installed shall be new, dark brown in color, a minimum of 1 1/4 inches thick and the type and appearance must be acceptable to the Board.

19. TV Antenna. No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected or fastened to any unit or on to any portion of the common elements, except by the Corporation in connection with a common television cable system, and no cable shall be strung on the outside of the building.

20. Vehicles/Parking.

a. Parking Spaces.

1. Each internal unit has one parking space while some end units have 2 in tandem;
 2. Each block of units has 1 or 2 visitors' parking space (s)
 3. A few visitors' parking spaces have been converted to reserved parking spaces on a rental basis for a one year trial basis; and
 4. Parking spaces are indicated by yellow boundary lines and numbered posts for the internal units and by yellow boundary lines for the end unit parking spaces nearest the roadway.
- b. No motor vehicle, other than a private passenger automobile, motorcycle, station wagon, or one-half ton pick-up truck, shall be driven on any part of the common elements other than on a driveway or parking space;
- c. No motor vehicle, tent, boat or trailer, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be left on any part of the common elements except motor vehicles properly parked in accordance with these rules;
- d. No private passenger automobile which is not being used from day to day shall be parked or located upon the common elements or any part thereof;
- e. Motor vehicles shall be parked only in parking spaces properly marked, paved and provided for them. Only one motor vehicle may be parked in a parking space. Motor vehicles parked in unauthorized areas shall be towed at the motor vehicle owner's risk and expense;
- f. No substantial repairs or adjustments to motor vehicles may be carried out on the common elements;
- g. No commercial motor vehicle may be brought on the property without the prior written consent of the Board, save in the course of a delivery to the property;
- h. Visitor parking is available for non-resident guests or visitors only. When the use of a visitor's parking space is required for more than 2 days to a maximum of 2 weeks, the owner or tenant, on behalf of the guest or visitor, must obtain a permit from the parking Committee (through Deerpark Management Ltd., 745-2389). This permit shall be displayed through the vehicle's windshield;
- i. Trailers, boats, and other non-motorized vehicles are not permitted on the property

- except for the express purpose of loading and unloading, at which time they may be parked in a visitor's parking space. Time so permitted shall be for the loading and unloading only. Violation of this rule shall be treated as any other parking violation;
 - j. Vehicles are not to be parked on the property other than that designated as parking. Vehicles parked in unauthorized areas shall be towed at the vehicle owner's risk and expense;
 - k. Inoperable vehicles shall be towed at the vehicle owner's risk and expense after one warning; and
 - l. Violations of the parking rules shall be dealt with in the following manner:
 - (1) Three warnings shall be issued; and
 - (2) Subsequent violations shall be referred to the Gloucester Police for their action.
21. Water. Water shall not be left running unless in actual use.
22. Water Closets.
- a. Water closets and other water apparatus shall not be used for purposes other than for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein; and
 - b. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose family, guests, visitors, servants, clerks, agents or approved occupants/tenants may cause such damage.

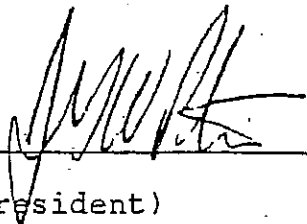
GENERALITIES

23. Municipal Statutes. No owner shall do anything or permit anything to be done that is contrary to any statute or municipal by-law or any rules, regulations or ordinances passed under any statute or municipal by-law.
24. Failure to enforce rules. No restriction, condition, obligation or provision contained in any rule or rules of the Corporation 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.
25. Individual rules stand on their own. Each of these rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these rules shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remaining part of that rule (if appropriate) or of the other rules, and in such


event, the other part of the rule (if appropriate) or the other rules shall continue in full force and effect as if such invalid rule or part of a rule had never been included herein.

26. All previous rules of the Corporation are hereby repealed.

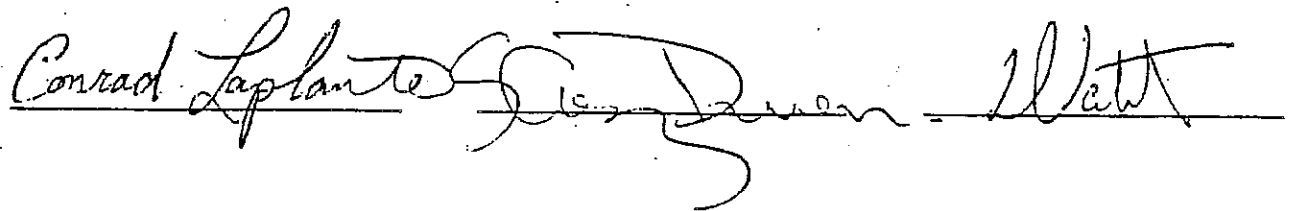
The foregoing rules are hereby passed by the Directors of the Corporation as evidenced by the respective signatures hereto of all the Directors.



(President)



(Secretary)



Conrad Laplante [unclear] Watt

WINDOW REPLACEMENT POLICY

CARLETON CONDOMINIUM CORPORATION NO. 150

BACKGROUND

1. Carleton Condominium Corporation No. 150 (Corp) is responsible for replacing defective window frames.
2. Unit Owners (Owners) are responsible for replacing broken window glass.
3. However, when a frame needs replacing, Corp provides frame and glass, since replacement frames c/w glass.
4. Original window frames were not of high quality.
5. The Board of Directors (Directors) have and will continue to inspect defective windows and will categorize them from:

"5" - requires immediate replacement to preserve the structural integrity of the unit walls/framing and to prevent further damage/rotting within the walls;

to:

"1" - no action required at this time.
6. Of the six defective windows found in October 1988 which required immediate replacement, five have been replaced and the sixth is on order.
7. Therefore, there is no need to replace anymore windows until subsequent inspections reveal increased deteriorations or new problems.
8. A motion was presented and withdrawn, at the A.G.M. (copy attached), on May 31, 1989, proposing that where the Directors determine that a window requires replacing, that:
 - a. The cost of the replacement window be shared 50-50, between the Corp and the Owner and,
 - b. If the Owner wishes a window unit of better quality than that chosen by the Directors (i.e. Nordic), then the Corp will pay 50% of the cost of a Nordic unit and the Owner will pay the balance of the window unit chosen by him/her.

FACTORS

1. Some Owners whose windows require immediate replacement may not be able to pay 50% of the replacement cost.
2. Corp funds may not be adequate to cover a large "run" on replacing windows that are not in immediate need of replacement (i.e. Owners are requesting replacement on aesthetic grounds only).

ADOPTED WINDOW REPLACEMENT POLICY

1. The Directors will continue to inspect window units annually, or on request, and classify them into categories "5" (immediate replacement) to "1" (no action required at this time).
2. All units classified "5" will be replaced at Corp expense unless the Owner wishes to purchase a unit of better quality (& cost) than that chosen by the Directors (presently Nordic). In this case, providing that the suggested alternative is acceptable to the Directors, the Corp shall pay an amount equal to 50% of the replacement cost of a window normally chosen by the Directors (e.g. Nordic) and the Owner shall pay the balance.
3. The replacement unit will not be ordered until the Owner presents his share of the replacement cost to Deerpark Management Limited.
4. Window units classified "3" or "4" may, on a first come, first served basis and providing Corp funding permits, be replaced at the Owner's request on an equal sharing basis, 50% by the Owner and 50% by the Corp or as outlined in paragraphs 2 and 3, above.
5. The Board reserves the right to specify the minimum quality for replacement windows.

WINDOW RATINGS

- "1" Very good - No action required.
- "2" Good - No action required.
- "3" Fair - Requires minor maintenance (e.g. paint, caulking, adjustments).
- "4" Evidence of deterioration - To be replaced within the next two years.
- "5" Immediate replacement required - "Possible structural damage".