

CARLETON CONDOMINIUM CORPORATION NO. 160

CONDOMINIUM RULES [Date of Board discussion April 10, 2008]

Introduction

The following Rules respecting the use of the common elements and units are made to promote the safety, security and welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of the other units. **All previous Rules are hereby repealed.**

The Corporation may pass additional Rules or amend or delete existing Rules from time to time in accordance with the *Condominium Act, 1998*.

Definitions

Owner: Shall include owners, their families, visitors, servants, agents, tenants or occupants of the unit.

Any other words and phrases 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.

1. General

- 1.1 Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, his or her family, guests, servants, agents, tenants or occupants of his or her unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses. Without limiting the generality of the foregoing, such losses, costs or damages shall include, but shall not necessarily be limited to, the following:
 - (a) All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, these Rules.
- 1.2 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.
- 1.3 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 impair or affect in any manner the validity, enforceability, or effect of the remaining part of that Rule (if appropriate) or of the 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.

1.4 If a Rule is inconsistent with the provisions of the Declaration or By-Laws of the Corporation, the provisions of the Declaration and By-Laws shall prevail and the Rule shall be deemed to be amended accordingly.

2. General Prohibitions

2.1 No owner shall do anything or permit anything to be done on the property that is contrary to any Provincial or Federal Statute (including Canada's Criminal Code), or Municipal By-law or any Rules, Regulations or Ordinances passed under any Statute or Municipal By-law.

2.2 No owner shall do or permit anything to be done in his or her unit or bring or keep anything therein which in any way will:

- (a) increase the risk of fire or the rate of fire insurance on the building, or on property kept herein;
- (b) obstruct or interfere with the rights of other owners, or in any way injure or annoy them;
- (c) 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;
- (d) conflict with any Rules or ordinances of the Board of Health or with any statute or Municipal by-law.

2.3 Owners shall be responsible for any increase in insurance premiums on any of the corporation's insurance policies which result from any act or omission of the owner or the owner's family, visitors, servants, agents, tenants or occupants of the unit. Any such amounts shall be recoverable by the corporation in accordance with Rule 1.1.

3. Air Conditioners

3.1 **Water-cooled air conditioners** are prohibited.

3.2 **Window air conditioners** may be installed on a seasonal basis only. Such air conditioners must not be installed prior to May 1 and must be removed no later than October 31. The air conditioner must be properly braced to prevent tipping. The surrounding material must be of such nature and colour as to blend with the exterior finish of the units. This surrounding material, as well as the air conditioning unit itself, must be kept in good repair, by the owner, at all times. The owner must ensure that the air conditioner does not leak condensation, does not create unreasonable noise, and is not unsightly. Any damage caused to the window sill, the exterior wall or any other portions of the property is the responsibility of the owner. Cardboard, plywood or paper is not permitted to be installed around the air conditioner. Only plexi-glass is permitted to be placed in window openings where an air conditioner is installed.

3.3 **All newly installed air conditioners**, including central air conditioners must be of a high quality, recent model and of such standard as to minimize noise disturbance to neighbours.

4. Dryer Ducts

4.1 Owners shall regularly (at least annually) clean out the dryer duct.

5. Electrical Circuits

5.1 Owners shall not overload existing electrical circuits.

6. Entry Into Units

6.1 This Rule is supplementary to the Corporation's right of access set forth in the *Condominium Act, 1998* and the Declaration.

(a) Entry

The Corporation may enter any unit, upon reasonable notice, in order to carry out the objects and duties of the Corporation. Note, however, that in the case of an emergency it may be reasonable for the Corporation to gain immediate access to a unit (i.e., without notice).

(b) Regular Inspections

The Corporation also conducts "regular inspections" as follows:

- i. The Corporation may conduct periodic attic inspections as determined by the Board.
- ii. The Corporation may conduct scheduled inspections and maintenance at pre-determined intervals each year. These inspections may be conducted for the following purposes:
 - (1) Assessment of the condition of components of the common elements or other conditions which may affect the common elements or other units;
 - (2) Visual review of any condition which might violate the provisions of the *Condominium Act, 1998* or the Corporation's Declaration, By-laws and Rules.

(c) Unacceptable Conditions

If, upon entry to a unit, the Corporation discovers any condition which contravenes the *Condominium Act* or the Corporation's Declaration, By-laws or Rules, the Corporation may:

- i. Take steps to remedy the condition at the expense of the owner of the unit;
- ii. Give notice of the condition to the owner of the unit;

- iii. Direct repair or remedy that must that must be taken at the expense of the unit owner;
- iv. Take such other steps as the Board of Directors deems appropriate.

However, the owner of the unit, including any purchaser of the unit, shall be entirely and exclusively responsible for any such condition whether or not the condition has been detected by the Corporation, whether or not the Corporation has given any notice of the condition to the owner or to the purchaser, and whether or not the Corporation has taken any other steps related to the condition. In other words, no steps taken by the Corporation hereunder shall relieve the owner, including any purchaser of the unit, from full responsibility for the condition of the unit and any modifications made to the unit or the common elements by any owner of the unit, including any prior owner of the unit. It is the duty of every owner to make or arrange all necessary inspections in order to ascertain the condition of the unit and any such modifications to the common elements and then to take any appropriate corrective action.

7. Exclusive Use Areas

- 7.1 Owners shall keep their exclusive use areas clean and tidy. The rear yards shall not be used for storage of material that may present a risk to the health or safety (or both) to the members of the Corporation.
- 7.2 Subject to any Municipal by-law or other applicable regulations, owners can barbecue only in their exclusive yard areas.

8. Exterior Decorations

- 8.1 Exterior electrical Christmas decorations must not be installed prior to November 15 and must be removed no later than January 31 (weather permitting). Such decorations shall not be turned on prior to December 1. The Owner must ensure that the electrical decorations are CSA approved and in good working order. The building exterior must not be damaged in any way when installing decorations.

9. Exterior Light Fixtures

- 9.1 Owners are responsible to ensure that the exterior light fixtures (servicing their unit) contain a working light bulb.

10. Fences

- 10.1 Owners shall not attach anything to any of the fences on the property or place any article on any fence on the property that, in the opinion of the Corporation, and as determined by it's Board of Directors, may or may potentially cause damage the fence.

11. Garbage

11.1 General

- (a) No owner shall 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 on days designated by the City as garbage pick-up days and in accordance with the instructions of the City. Such debris, refuse or garbage shall be contained in properly secured containers or bags.
- (b) Garbage shall be stored inside each unit or in a pre-approved storage shed in the rear yard of the unit.
- (c) Garbage must be placed at designated pick-up sites, securely fasten in bags or containers.

11.2 Special Waste

No hazardous goods, appliances, furniture, packing cartons or crates or other special or unusual waste (for example, car batteries, oil, sofas, refrigerators or any other major appliances, etc.) may be disposed of as part of the regular garbage pick-up. Arrangements must be made with the appropriate waste removal company for pick-up of any such special waste.

11.3 Recycling

All recyclable waste must be sorted and disposed of in the appropriate recycling containers.

11.4 Strict Sanitary Conditions

Owners must maintain the cleanliness of their units and exclusive use common elements in such a way that does not present a risk to the health or safety (or both) to the members of the Corporation.

12. Humidity

- 12.1 Owners shall not allow the humidity levels in the unit to cause condensation, mold or mildew or otherwise which could result in harm to the property.

13. Items on Common Elements

- 13.1 Nothing shall be placed on the outside of window sills, projections, railings or other external parts of the buildings without the prior written consent of the Board.
- 13.2 No awnings, shades, shutters, screens or blinds shall be erected over or outside of any window, door, porch or patio without the prior written consent of the Board.
- 13.3 No hanging or drying of clothes is allowed on the common elements.

- 13.4 No building or structure or fence or tent and no trailer, motor home or camper, either with or without living, sleeping or eating accommodation, shall be placed, erected, located, kept or maintained on the common elements including exclusive use common elements, without the prior written consent of the Board.
- 13.5 Generally, no unit owner shall make any change to the common elements without the prior written consent thereto of the Board, and subject to the Act and the Declaration.
- 13.6 No electrical repairs or alterations shall be made without the prior written consent of the board.
- 13.7 No articles or personal effects shall be left or stored on the common elements except motor vehicles properly parked in accordance with these Rules and other articles permitted in accordance with the Act and the Corporation's Declaration, By-laws and Rules.
- 13.8 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, without the prior written consent of the Board.
- 13.9 Any item on the common elements in contravention of these Rules may be removed by the Board at the risk and expense of the owner of the item.

14. Modifications to Common Elements

- 14.1 Certain modifications to common elements will be considered when appropriately applied for and approved by the Board under the Corporation's By-law No. 4, in its entirety, Article IV specifically. Restrictions and specifications may form part of the written approval of application. Failure to adhere to any restrictions set in the Board approval will require immediate remedy at the owner's expense.
- 14.2 No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds, without the consent of the Board.
- 14.3 Any landscaping improvements between the poured concrete foundation and the main common walkways or the roadway are the responsibility of the individual unit owner to maintain, replace and prune or provide any other such care as required.
- 14.4 Trees, shrubs or bushes shall not be planted within six feet of the foundation and may only be planted with prior written consent of the board.

15. Lawn Cutting and Maintenance

- 15.1 Each owner shall be responsible for lawn cutting and lawn maintenance in the owner's exclusive-use yard area if the yard has been modified so that the contractor can't reasonably cut the lawn, in the opinion of the Board.

16. Lease of Unit

16.1 The common elements, including the various amenities, are available for the use of the residents and their invitees. When an owner leases a unit, the tenant acquires all of the owner's rights to use the common elements, and the landlord gives up these rights.

The landlord then has only the following rights to attend at the property:

- (a) to exercise his or her rights and responsibilities as a landlord;
- (b) to fill the role of visitor, upon invitation of a resident.

17. Loitering

17.1 Loitering on the common elements is prohibited.

18. Noise

18.1 No owner shall create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants and persons having business with them.

18.2 No noise, caused by any instrument or other device, or otherwise, which in the opinion of the Board may disturb the comfort of the other owners, is permitted.

18.3 Owners shall exercise extreme care about making noise which may disturb the quiet enjoyment and comfort of other residents. This includes, but is not limited to, the use of musical instruments, radios, televisions and amplifiers. Furthermore, the use of power tools, hammers, drills, saws and related items is restricted to the hours between 9:00 a.m. and 7:00 p.m.

19. Notice to Corporation of Defects, Symptoms or Accidents

19.1 Owners shall give the Corporation prompt written notice of the following:

- (a) any structural, mechanical or other defect affecting the property, including any defect in the water pipes, heating system or electrical systems, etc.;
- (b) any accident occurring on or in relation to the property; and
- (c) any symptom of a possible problem, such as water penetration, water seepage or leakage, cracks, unusual sounds or noises, smoke or odours.

20. Dangerous Materials

20.1 The storage of flammables, combustibles, hazardous materials, explosives, and firearms must be in accordance with all applicable codes and regulations and all applicable insurance policies.

21. Parking

21.1 No motor vehicle, other than a private passenger automobile, van, motorcycle, station wagon, or one-half ton pick-up truck, shall be parked on any part of the property (including any part thereof of which any owner may have the exclusive use) and no motor vehicle shall be parked or driven on any part of the property other than on a driveway or parking space.

22.1.1 All vehicles must be parked between the lines designating the parking space.

21.2 No substantial repairs or adjustments to motor vehicles may be carried out on the property.

21.3 Designated Parking Spaces are not to be used for storage or any purpose other than parking of motor vehicles. For example, tires, containers, signs or furniture shall not be stored in a designated parking space. Items improperly stored in parking spaces will be removed, tagged and placed into safekeeping for a period of four (4) weeks. If not picked up by the owner, the items will be disposed of. All storage disposal and administrative costs for said items will be the responsibility of the individual owner.

21.4 A protective pad shall be placed beneath the kickstand of all motorcycles when parked in a parking space.

21.5 No vehicle shall be parked at any time in designated fire lanes or other areas designated as "No Parking" zones.

21.6 The designated user of a parking space shall keep the space clean and free of materials or any condition likely to cause a nuisance, a hazard or any damage to the property, or any risk of fire.

21.7 Each resident is only allowed to lease, subject to availability, one extra parking spot.

21.8 Only road-worthy, plated, with evidence of current registration, and insured motor vehicles shall be kept on the property. Parking spaces are designed for operating vehicles; any cars, trucks or other vehicles deemed to be abandoned or unsightly by the Board are not permitted on the property. All vehicles on the property must be in a proper state of repair and in proper operating condition. Without limiting the generality of the foregoing, vehicles must not leak oil or other fluids.

21.9 Any vehicle which is not in compliance with these rules may be ticketed and/or towed at the risk and expense of the owner of the vehicle.

- 21.10 No commercial vehicle which has a gross vehicle weight, when unloaded, of more than 3,000 kilograms, or more than four wheels, shall be parked, even temporarily, on any part of the property except with the written consent of the Board of Directors, such consent not to be unreasonably withheld.
- 21.11 As required by weather conditions, during the winter season, all vehicles must be moved by the vehicle owners to allow for snow removal operations.
- 21.12 Only one motorized vehicle is to be parked in any parking space. Double parking of any type of vehicles in a single parking space is not permitted.
- 21.13 Visitor parking may not be used by residents of the property.

22. Pets

- 22.1 For the purposes of this Rule, “pet” means an animal which may be kept in a residence under the terms of the applicable by-laws of the Municipality.
- 22.2 No animal, livestock or fowl other than a pet shall be kept in any unit or on the common elements. All pets must be licensed, if required by Municipal by-law or other statute or regulation.
- 22.3 Only residents shall be permitted to keep pets on the property. Visitors and non-residents shall not be permitted to keep pets on the property.
- 22.4 No pet that is deemed by the Board, in its absolute discretion, to be a nuisance shall be kept by any person in any unit or in any other part of the property. Any person who keeps such a pet on the property, or any part thereof, or who is otherwise determined by the Board to be in violation of these Rules shall, within two (2) weeks of receipt of written notice from the Board requesting the removal of such pet, permanently remove such pet from the property.
- 22.5 When on the common elements, all pets shall be in the custody and care of a responsible person and carried or on a leash.
- 22.6 All pet droppings on common elements, including exclusive-use common elements, are to be promptly removed by the pet owner. The pet owner is responsible for ensuring that the Municipal “poop and scoop” by-law is respected.
- 22.7 All pets must be vaccinated in accordance with Municipal or provincial laws respecting the same.
- 22.8 No more than a total of three pets are permitted in any unit.
- 22.9 Owners are responsible for all damage caused to the property by their pet(s). All costs incurred by the corporation to rectify any such damage shall be collectible in accordance with Rule No. 1.1

23. Records

- 23.1 The corporation shall maintain records in accordance with the provisions of the *Act*.

- 23.2 The owners shall be permitted to inspect the records, and to take copies of the records, in accordance with the provisions of the *Act*.
- 23.3 The corporation's records shall be kept in a safe and secure location, so that access to the records is only available to members of the board and other persons designated by resolution of the board.
- 23.4 If an owner inspects the corporation's records, the owner shall be accompanied at all times (during such inspection) by a representative of the condominium corporation – such representative to be designated by the board.
- 23.5 No person shall be permitted to see the corporation's records, except as determined by the board or as authorized by the *Act* or any other applicable law.
- 23.6 As set out in the *Act*, owners are not entitled to inspect certain records. Before an owner (or an owner's agent) is permitted to inspect any of the records of the corporation, the corporation shall arrange for those records to be reviewed, and for removal or "blacking out" of any records or information which the owner is not entitled to inspect by virtue of the terms of the *Act*.

24. Sidewalks, etc.

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

25. Signage

- 25.1 No sign, advertisement, notice or illumination of any kind shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements, or vehicles parked thereon, whatsoever without the prior written consent of the Board. The usual "For Sale" signs are permitted to be installed in accordance with the instructions of the Board.

26. Snow Removal

- 26.1 Each unit owner shall be responsible to keep the walkway and steps forming a part of their exclusive-use portion of the common elements leading to and from the front door of the unit, clear of snow and ice, and for salting or sanding those walkways and steps if required by weather conditions.
- 26.2 Each unit owner shall ensure that snow is not cleared onto roadways, walkways or parking spaces.

27. Soliciting on the Premises

- 27.1 Soliciting on any part of the common elements is not permitted.

28. Television Antennae

28.1 No television antenna, aerial, tower or similar structure (including a satellite dish) and appurtenances thereto shall be fastened to any unit or on to any portion of the common elements, except with the written consent of the Corporation. No cable shall be strung on any part of the common elements, except with the written consent of the Board.

29. Temperature

29.1 Owners shall keep the unit at a reasonable temperature. Owners must ensure that the temperature of the unit does not result in freezing pipes, excessively cold walls, condensation, excessive heat or other problems which may cause harm to the property or any nuisance or discomfort to other residents.

30. Trespass

30.1 The condominium property is private property. Only owners, tenants and their families and invitees are permitted on the property.

Furthermore, where any non-resident conducts any activity on the property which is prohibited by the *Act*, or the Corporation's Declaration, By-laws or Rules, this shall be considered a trespass for the purposes of the Trespass to Property Act.

31. Water and Plumbing

31.1 The water closets, toilets, sinks, bathtubs, drains and other water fixtures and apparatus shall not be used for purposes other than those for which they are constructed, and no sweepings, garbage, rubbish, rags, ashes or inappropriate substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who caused such damage.

31.2 Water shall not be left running unless in actual use. Owners shall take all reasonable measures to conserve water.

32. Window Washing

32.1 Each owner shall be responsible for washing the exterior of all the windows in the unit.

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Please note: The form from which this document was prepared is regularly revised and updated.