

CARLETON CONDOMINIUM CORPORATION No. 177

CONDOMINIUM RULES

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 other units. **The previous General Rules are hereby repealed.**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, agents, tenants and 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) The units shall be used as single family private residences¹ only;
 - (b) increase the risk of fire or the rate of fire insurance on the building, or on property kept herein;
 - (c) obstruct or interfere with the rights of other owners, or in any way injure or annoy them;
 - (d) 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, 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 plexiglass is permitted to be placed in window openings where an air conditioner is installed.

¹ For the purpose of this article, a "single-family private residence" means a unit occupied or intended to be occupied as a residence by one family alone, including guests and containing one kitchen. The unit shall not be divided into two or more apartments.

4. Balcony Floor

- 4.1 The grey covering on the floor of the balcony can be damaged by sharp or pointed objects, or burned (such as by a cigarette). Such tears or burns need be caulked by a specialist to avoid water damage to the balcony and joists. Put PLASTIC PAD under the legs or base of any furniture or planters to protect the balcony floor, and use a PLASTIC SHOVEL to remove snow. Please notify the Property Management Company if there is any damage to this covering.

5. Dryer Ducts

- 5.1. Owners shall regularly (at least annually) clean out the dryer duct, to prevent fire hazards.

6. Electrical Circuits

- 6.1. Owners shall not overload existing electrical circuits.

7. Entry into Units

- 7.1. 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) 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. 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.

8. Exclusive Use Areas

- 8.1. The only exterior storage unit permitted in the exclusive use areas are horizontal units which will not rise above the cedar hedge line of the unit. Each unit is limited to only one such item. It must be aesthetic and kept in good condition. If conditions are not met the resident will be told to remove any external storage unit.
- 8.2. Subject to any municipal by-law or other applicable regulations, owners can barbecue only in their exclusive yard areas, but not on balconies.

9. Exterior Decorations

- 9.1. Exterior electrical Christmas decorations must not be installed prior to November 15 and must be removed no later than January 31 (weather permitting). The owner must ensure that any electrical decorations are CSA approved and in good working order, at any time of the year. The building exterior must not be damaged in any way when installing decorations.

10. Exterior Light Fixtures

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

11. Fences

- 11.1. Owners shall not modify, remove or change the existing fences on the property, attach anything to any of the fences on the property and shall not hang or place any article on any fence, without the prior written consent of the Board.

12. House Numbers, Front Lights and Mailboxes

- 12.1 Unit owners are encouraged to display house numbers. Material used should be in good taste compatible with home design and securely affixed to your home. Owners may add brass mailboxes and front light fixtures compatible with the home design.

13. Humidity

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

14. Items on Common Elements²

- 14.1. 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.
- 14.2. 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.
- 14.3. No permanent clothes drying devices are allowed on the common elements, balconies or owners' yards.
- 14.4. 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 of common elements, without the prior written consent of the Board.
- 14.5. 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.
- 14.6. Electrical repairs or alterations within any unit shall be made in accordance with the provincial electrical code.
- 14.7. 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.
- 14.8. 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.
- 14.9. 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.
- 14.10. Specifications for Permitted Modifications to Common Elements. The following modifications are permitted under the Corporation's By-laws, subject to the requirements of the By-laws No. 5:
 - (a) Central air conditioners
 - (b) Decks
 - (c) Storm doors
 - (d) Additional attic insulation
 - (e) Patios

² If the Rules allow for certain changes to the common elements, the changes are also subject to the requirements of Section 98 of the *Act*. That is, they require a registered agreement between the condominium corporation and the owners, dealing with the matters noted in Section 98(1); and their approval may also require the involvement of all owners pursuant to Sections 98(2) and 97.

15. Landscaping

- 15.1. 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 written consent of the Board.
- 15.2. 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.

16. Lawn Cutting and Maintenance

- 16.1. The outside circumference of any flower, bush, or shrub is not to extend beyond 36" from the house or the inside facing of the fence (i.e., flowers, bushes or shrubs are to be within three feet of the house or fence so that the lawns can be mowed properly).
- 16.2. Perennial ivy, Virginia creeper or other invasive perennial climbing flora are not allowed.
- 16.3. Edible vegetables may be grown in containers or in small beds in the exclusive use area, but invasive edible plants are not allowed.
- 16.4. 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.
- 16.5. The maintenance and replacement of patio stones or decks, placed in the exclusive use area, shall be at the risk and expense of the owner and shall not be assumed by the Corporation.

17. Lease of Unit

- 17.1. No owner shall lease his Unit unless he/she causes the tenant to deliver to the Corporation an undertaking under seal to the following effect:

"I undertake that I and the members of my household will, in using the Unit rented by me and the Common Elements, comply with the *Condominium Act*, and the Declaration, By-laws and Rules of the Corporation during the term of my tenancy."
- 17.2. The owner, landlord will provide the management company with the name and contact information of the tenant upon the rental of his unit.
- 17.3. 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.
- 17.4. 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.

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 reasonable 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 similar items is restricted to the hours between 9:00 a.m. and 6:00 p.m., Monday through Saturday; Sunday between 10:00 a.m. and 4:00 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, gas leak 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. Offensive 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, 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.
- 21.2. No repairs, oil changes 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 ordered removed. The Corporation reserves the right to remove said items at owner's expense.

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- 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 at the front or rear entrances, in the rear loading dock 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 unit shall be permitted to apply to lease an available rental space.
- 21.8. Only road-worthy, plated 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 allowed 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 vehicle is to be parked in any parking space. Double parking of vehicles in the driveway attached to a unit 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 bring or 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

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- 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 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 (3) 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 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 for removal of snow and ice from walkways and steps leading to the unit, and for salting or sanding those walkways and steps if required by weather conditions.

27. Soliciting on the Premises

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

28. Storm Doors and Exterior Door Frames

- 28.1. All storm doors and exterior frames must be in commercial brown only.

29. Television Antennae

- 29.1. No 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.

30. Temperature

- 30.1. 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.

31. Trespass

- 31.1. 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.

32. Waste and Recycling

32.1. 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.

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- (b) Garbage shall be disposed in the assigned blue containers around the condominium. Renovation wastes are not to be disposed of in the blue bins; the owners must make their own arrangements for their removal.

32.2. Special Waste and Hazardous

No hazardous goods, appliances, furniture, packing crates or other special or unusual waste (for example: car batteries, chemical products, oil, mattresses, refrigerators, stoves, electronic items--such as computers, printers, toilets, etc.) are NOT to be disposed of as part of the regular garbage pick-up. Owners must make their own arrangements with the appropriate waste removal company for pick-up of any such special waste (see the City of Ottawa website).

32.3. Paper and cardboard

Paper and cardboard are to be broken up and flattened before putting them in the yellow bins.

32.4. Recycling

- (a) All recyclable waste must be sorted and disposed of in the appropriate recycling containers.
- (b) Owners are responsible to acquire a recycling blue box. The blue box is to be kept inside the unit until collection time. Please place the box at you assigned curb, well away from cars, before 7:00 a.m. on collection day and no earlier than 6:00 p.m. the night before.

32.5. Strict Sanitary Conditions

Owners must maintain strict sanitary conditions at all times.

33. Water and Plumbing

- 33.1. 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 other 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.
- 33.2. Water shall not be left running unless in actual use. Owners shall take all reasonable measures to conserve water.

34. Window Washing

- 34.1. Each owner shall be responsible for washing the exterior of all the windows of the unit.

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