III. Carleton Condominium Corporation #188 (Policies, Rules and Regulations)

The Declaration (1981) is actually By-Law No. 1 for CCC#188. The following policies, rules and regulations have resulted from this Declaration in conjunction with specific Board of Directors' decisions made over the past years (1981 to 2006) and are detailed below.

1. Parking and Traffic Rules

Under General conditions, each condominium unit owner is assigned one outdoor parking spot with one electrical outlet (plug-in) at no charge. Reserved extra parking is available upon written request to the Property Manager and/or The Board. The current charge for extra parking is \$300 per year, if paid in advance (\$25 per month) or \$40 per month if paid on a monthly basis. Visitor parking is for visitors, not for residents of the condominium. Visitor parking spots are designated by yellow curbstones and signs. Parking spots are designated as per the map of Woodroffe Gardens Phase I (site plan in Figure I).

All overnight visitors at CCC#188 must be registered with the Property Manager. Visitors are allowed 3 consecutive nights of parking at no charge. After the 3rd night, the current fee of \$3.00 per each additional night must be paid up to a maximum of \$33.00 (11 nights). After this, you may rent an additional parking space at \$40 per month or \$300 per year. Persons visiting during the day are allowed to park for a maximum of 7 days per month free of charge. After the 7 day period, a charge of \$3.00 per day will be applicable.

Residents are not allowed to park cars AT ANY TIME in the Visitor lots. Exceptions are for discharging passengers or unloading groceries. Non-residents are not allowed to park their vehicles in the visitor parking lot, during the day, in order to take the public transit. These vehicles will be ticketed in accordance with City By-Laws.

Residents are requested to move their vehicles from their parking spots in order to facilitate efficient snow removal. Residents are responsible for the removal of their vehicles and those of their visitors. After any snowfall of 5.0 cm (2 inches) or more, snow clearance may be expected between the hours of 6 a.m. and 11 p.m., although when the snowfall ends after 4 p.m., clearance will probably not commence until the following day. Since the snow removal operation is a costly and necessary operation, the Corporation reserves the right, without warning, to have obstructing vehicles removed from visitor parking areas at the vehicle owner's expense.

- No owner/resident is allowed to park a vehicle that is not operational on their parking spot or in the Visitor lot (ie. you must be able to start the engine and move the vehicle at all times).
- Boats, trailers, recreational vehicles, all-terrain vehicles and non-motorized vehicles are not permitted in the parking spots.
- No washing of or major work repairs or adjustments to automobiles of any sort is
 permitted on any vehicle parked on the Condominium property. Owners will be liable
 for any damages (eg. caused by oil leaks) that may occur through their failure to comply.

- No commercial vehicles shall be brought on the property without the written consent of the Board, and the Property Manager with the exception of service vehicles that enter the Corporation property in the course of delivery of service to the property.
- Vehicles parked in firelanes (all streets in Woodvale Green) will be towed away immediately at the owner's expense and risk with NO WARNINGS being issued.
- The speed limit on Condominium Corporation laneways has been set at 20 KM/H. Speeding tickets may be issued. Tickets will also be issued for parking violations, by the City of Ottawa By-Law and City of Ottawa Police.
- Individual residents who find a vehicle parked in their designated parking spot may have the vehicle removed by calling City of Ottawa By-Law and/or City of Ottawa Police.

2. Building Alterations

Owner/residents of CCC#188 are not allowed to change the original external appearance or load-bearing structures of the Unit. Any alterations to the Unit must receive prior approval from the Board of Directors.

3. Window Air Conditioners

All installations of window air conditioners must be installed to the satisfaction and/or requirements of the Policy, approved by the Board of Directors. The entire window area must retain its glassed-in appearance. Plate or plexi-glass may be used. No bracket is to be attached to the exterior frame or wall. Please consult with the Property Manager and/or the Board if you have any questions or concerns regarding installation of your window air conditioner.

4. Storm/Screen Doors

The installation of outside storm/screen doors are permitted, provided the style, colour and material of storm/screen doors are to be acceptable to the Condominium Corporation. The owner is responsible for all costs associated with storm/screen doors, including purchase, installation and regular maintenance of the same. From time to time, the Board may make recommendations on style, colour and material for storm/screen doors, however, owners are not required to purchase the same.

The Board has recently (2006) implemented the following policy respecting storm/screen doors:

Storm doors may be installed by those who insist on installing one, to have it be a white coloured aluminum storm door of at least 1.5 inches in thickness. The storm door and the regular door will now become the owner's responsibility for any repairs/maintenance including appearance. At all times, the window of the aluminum storm door will be open one notch to prevent moisture buildup from accumulating between doors.

5. Drilling Holes in the Brick or Foundation Walls

For any form of holes to be drilled on the exterior of the building, please consult with the Property Manager and the Board of Directors.

6. Landscaping

Unit owners who wish to plant shrubs and flowers are encouraged to enhance the areas around their homes subject to the following:

- use only the space adjacent to the house in the common element area. Please note that the Corporation needs regular access to the common elements for maintenance (grass cutting etc.) and the Corporation will not be liable for damage to or replacement of flowers and shrubs planted by the owner, especially if these are deemed to be hindering the delivery of regular maintenance services (ie. planted too close to the fence or window wells)
- unit owners wishing to plant flowers around the base of trees should do so, taking care not to damage the tree trunks and roots
- unit owners should trim the lawn along their flower beds, since power mower operators cannot take responsibility for trimming the lawn adjacent to the flower gardens
- unit owners occupying end units who wish to plant hedges or erect other barriers should approach the Condominium Corporation with such proposals
- perennial ivy and other perennial climbing floral types are allowed as long as they are trimmed so that they do not interfere with the eavestroughing
- in the event of poorly maintained, diseased or pest damaged gardens, the Condominium Corporation reserves the right to return the garden area to its original state at the expense of the unit owner
- planting of trees is NOT allowed without the prior written consent of the Condominium Corporation who will determine whether the size and variety of tree is suitable to the proposed location

7. Clotheslines

Clotheslines are NOT allowed to be attached to the exterior of the unit or any part of the fence. If outdoor clothes drying is desired, the umbrella type clothesline is recommended, however it must be removed when not in use and not be visible above the fence line.

8. Television or Communication Antennas or Satellite Dishes

Exterior installations of television or communication antennas or satellite dishes affixed to the unit are completely forbidden. Satellite Dishes, if desired, must be installed on a metal pole affixed to the ground adjacent to the Unit, facing a direction specified by the Board. In all cases, the unit owner must request and obtain written permission from the Board of Directors to install such items. The current policy on satellite dish specifications (1999) is reproduced below:

- The dish can only be installed in the backyard.
- The bottom edge of the dish cannot be higher than three feet off the ground.
- The dish cannot be installed more than four feet from the house.
- The dish must be on a free standing fixture.
- The dish cannot be affixed or attached to any common area element (ie. siding, roof, fence, etc).
- The entrance for the cable must be no higher or lower than three inches below the siding.
- The diameter of the entrance hold for the cable can be no more than 3/4 inches.

 All maintenance, damage, repair and upkeep are the sole responsibility of the Owner or Resident.

9. Fences and Garbage Storage Doors

The Condominium Corporation is responsible for the maintenance of fences between row units and garbage storage doors or quad units. Any resident wishing to erect additional fences must apply, in writing, to the Board for approval. Applications must include accurate diagrams of any proposed fences. Residents are permitted to erect a fence which extends up to a maximum of 4 feet beyond the existing fence, using materials that are suitable and in compliance with fences previously approved by The Board. Where a resident erects a fence that encloses the back yard, the Corporation will not be responsible for maintaining the yard (ie. Unit owner is responsible for grass cutting etc.).

10. Control of Pets

All exercise and other airing of pets will be on a handheld leash. If it is necessary for the animal to defecate on any common element or property of the Condominium Corporation, the owner (or custodian) will immediately gather up the droppings in any way he chooses and dispose of them within his own home enclosure. Excessive barking or other noises made by the animal will be stopped by the owner in any effective way necessary. Pets must be kept in a manner not offensive to any neighbours and full regard must be given to health conditions within the owner's home and yard.

Pet owners must prevent their pet from constant barking or other noise that disturbs the neighbours (in accordance with City By-Laws). Such noise may also signal behavioural problems that the pet owner may need to address. Ensure that your pet's basic needs are met. For example, barking or whining may be your pet's way of communicating to you that it needs food, water, shelter, companionship or attention. Respond immediately and train your pet not to bark needlessly. If you have concerns with noisy pets, you may register your concerns at the Client Service Centre at 3-1-1 (City of Ottawa).

The City of Ottawa By-Law pertaining to pets (By-Law No. 2003-77) is applicable to Woodroffe Gardens. The By-Law can be obtained from www.ottawa.ca/city_services/bylaws/muicipal_bylaws/index_en.shtml

Some relevant sections from the by-law have been reproduced below for your convenience. The by-law requires all pets to be on a leash (ie. not allowed to run at large or trespass within any part of the City, public road or street) and not disturb the peace. There is a fine for pets that are not on leashes and defacate on public property.

Dogs

Section 7 (1) Every owner of a dog shall:

- (a) register the dog with the City in accordance with Section 8 and pay an annual tag and registration fee, as set out in Schedule "A"**
- (b) obtain and renew such registration annually no later than April 30th of each year

- (c) keep the dog identification tag, issued by the City as part of the registration, securely affixed on the collar or harness on the dog at all times, and
- (d) obtain a replacement tag, and pay the fee as set ou in Schedule "A", in the event that such tag is lost
- ** registration fees range from "No Fee" to \$25.00, depending on type of dog

Running at Large

- Section 9 For the purposes of this by-law, a dog shall be deemed to be running at large if found in any place other than the premises of the owner of the dog and not under the control of any person.
- Section 10 No owner of a dog shall permit the dog to run at large in the City.
- Section 11 Every owner of a dog shall ensure that the dog is kept on a leash and under control of some person when the dog is on any land in the City unless:
- (a) the land is the premises of the owner of the dog
- (b) the land is owned by a person who has given prior consent to the dog being off the leash, or
- (c) the land is parkland that is:
 - (i) owned by the City, and
 - (ii) not designated by sign as an area where dogs are prohibited.

Impoundment***

- Section 18 The Chief of Police or a By-Law Officer may seize any dog which is found running at large in the City and may cause such dog to be delivered to the pound.
- Section 19 Any person may seize any dog which is found running at large in the City of Ottawa and may cause such dog to be delivered to the pound.
- Section 20 A dog seized pursuant to Section 18 or 19 shall be considered impounded at the time and place when it comes under the control of the Chief of Police, By-Law Officer or person.
- *** pound redemption fees (By-Law No. 2004-144) are \$45 per day for dogs.

Dog Bites

- Section 27 No owner of a dog shall permit the dog to bite or attack without provocation a person or domestic animal.
- Section 29 Every owner of a vicious dog shall at all times when the vicious dog is not in the owner's dwelling unit but, otherwise within the boundaries of the owner's premises, ensure that:
- (a) the vicious dog is muzzled so as to prevent it from biting a person or domestic animal,

- (b) the vicious dog is securely leashed on a leash which does not allow it to go beyond the property line of the owners lands, and
- (c) the vicious dog is contained within an enclosed area, including a fence of an appropriate height for the breed of dog, or in a manner such that the vicious dog is unable to come into contact with persons or other animals

Stoop and Scoop

- Section 37 Every owner of a dog shall immediately remove any feces left by the dog in the City:
- (a) on a highway or roadway;
- (b) in a public park,
- (c) on any public property other than a public park, or
- (d) on any private property other than the property of,
 - (i) the owner of the dog, or
 - (ii) the person having care, custody or control of the dog.
- Section 38 Every owner of a dog shall dispose of any feces removed pursuant to Section 37 on his or her premises.
- Section 39 Every owner of a dog shall remove from his or her premises, in a timely manner, feces left by such dog, so as not to disturb the enjoyment, comfort, convenience of any person in the vicinity of the premises.

Cats

- Section 53(1) Every owner of a cat, where the owner resides in an area of the city where the zoning permits residential land use shall:
- (a) register the cat with the City in accordance with Section 54 and pay an annual tag and registration fee, as set out in Schedule "A"**
- (b) obtain and renew such registration annually no later than April 30th of each year,
- (c) keep the cat identification tag, issued by the City as part of the registration, securely affiexed on the collar or harness on the cat at all times, and
- (d) obtain a replacement tag and pay the fee, as set out in Schedule "A", in the event that such tag is lost.
- ** registration fees range from "No Fee" to \$12.00, depending on type of cat

Disturbance

Section 55 No owner of a cat, where the owner resides in an area of the City where the zoning permits residential land use, shall permit such cat to cause damage or othewise create a nuisance or disturbance either to another person or another person's property where that person or property is in an area of the City where the zoning permits residential land use.

Impoundment***

Section 56 Where a person registers a request for service with the City that a cat is found causing damage or otherwise creating a nuisance or disturbance of the person or the person's property which is located in an area of the City where the zoning permits residential land use, the Chief of Police or a By-Law Officer may seize the cat provided the cat is contained and may cause the cat to be delivered to the pound.

*** - pound redemption fees (By-Law No. 2004-144) are \$35 per day for cats

Noise from Animals

- Section 87 No person shall keep, own, or harbour in the City any animal which makes or causes noises that disturb or are likely to disturb the peace, quiet, rest, enjoyment, or comfort of:
 - (a) any person in any dwelling, apartment, or other type of residence in the neighbourhood,
 - (b) any person in the vicinity, or
 - (c) the neighbourhood.

Offences and Penalties

- Section 88 Any person who contravenes any provisions of this by-law is guilty of an offense.
- Section 89 Every person who is convicted of an offence under this by-law is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended.

11. Noise

Residents are requested to be considerate and courteous at all times of their neighbours. No owner, their family, guests, visitors, tenants, servants, or agents shall create or permit the creation of or continuation of any noise or nuisance which, in the sole discretion of the Board and/or Property Manager, may disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants, tenants or persons having business with them. (By-Law #1 of CCC#188). If you are having problems with noisy neighbours, please report incidents to the Property Manager, the Board and you may also consult the City of Ottawa By-Law on Noise. This information is found at the following website:

http://www.ottawa.ca/city_services/bylaws/municipal_bylaws/public_nuisance/noise/index_en.shtml

Section 18(1) No person shall operate or use or cause to be operated or use any sound reproduction device between 2300 hours of one day and 0700 hours of the next day so as to disturb the peace and comfort of (a) any person in any dwelling house, apartment house, hotel or other type of residence, or (b) any owner or operator of a business in his or her place of business.

The 11:00 PM to 7:00 AM is further extended during the weekends to restrict the use of loud sounds before 0900 hours on any Saturday and before 1200 hours on any Sunday or statutory or public holiday.

12. Interior Damage

The Condominium Corporation will not assume ANY liability for interior damage to a unit, unless such interior damage can be claimed under the Corporation's insurance policy. Where an insurance claim against the Condominium Corporation's policy is made by a unit owner for loss or damage to non-common elements (inside the Unit), the claiming owner will be responsible for the deductible of each claim. (Please refer to By-Law No. 5 for details).

13. Broken Windows

The Condominium Corporation is responsible for the replacement of windows, however the Corporation will not assume responsibility for the replacement of broken glass. Independent insurance coverage by each unit owner is recommended.

14. Unit Number

The front and rear unit numbers on all units are supplied by the Condominium Corporation and installed in a pre-determined location. For appearance, no other types are permitted.

15. For Sale/For Rent Signs

Each unit is allowed to install one posted sign. This sign is to be located either:

- (a) on the front lawn of the corresponding unit, or
- (b) at the back area of the corresponding unit only.

Real Estate Agents/Owners must not erect "For Sale" or "For Rent" signs on outside mediums (ie. Craig Henry Drive). Furthermore, they must remove "Sold" or "Rented" signs 5 days after the sale/rental of the unit is completed.

16. Swimming Pools

Swimming pools result in increased water consumption as well as increased liability (in the event of accidents). The cost of the water you use is included in the monthly condominium fee and thus is shared evenly among all units. Some residents own and use wading pools and some do not. In an effort to make the water costs more equitable to all residents, and to address liability issues, the board has adopted the following guidelines for the use of pools within the condominium. These guidelines were put into effect in June 1999 and the current Board made a decision at the July 19, 2006 Board Meeting to continue to implement the following guidelines.

1. The capacity of the pool can be no more than 680 litres (150 imperial gallons) (Please refer to sample calculations below)

2. The maximum depth of the water is 30 centimetres (12 inches)

3. The pool must be emptied nightly and stored off the grass (to prevent grass damage)

Sample calculations for pool capacity

For a rectangular pool, measure the inside length, width and height (in centimetres) of the pool and use the calculation:

Volume (litres) = length x width x height x 0.001

For a circular pool, measure the inside diameter and height (in centimetres) of the pool and use the calculation:

Volume (litres) = diameter x diameter x height x 0.00079

Please note: the maximum water height is 30 centimetres.

17. Smoke Detectors

Smoke detectors are now mandatory requirements in all dwellings. It is the owner's (landlord's) responsibility to install smoke alarms in rented premises. A smoke detector must be present in every level of each condominium unit (new requirement under Provincial Fire Regulations and in the Ontario Building Code 2005). Every level of every house, including the basement, along with one outside every sleeping area must have a working smoke alarm.

The Building Regulations (2005) require self-contained smoke alarms to be installed in all residential buildings (unless exempted by the regulations for certain building types) including dwellings within buildings of other non-residential classes. This includes single family houses, semi-detached houses and townhouses, whether owner-occupied or rented. For homeowners, tenants and individual landlords, non-compliance with the fire code can result in fines ranging from \$225,00 to \$25,000.00, depending on the type of building.

Self-contained smoke alarms complying with Australian Standards 3786-1993 must be installed in all dwellings or sole occupancy units, in appropriate locations on or near the ceiling of every storey.

If you require further information regarding what type of smoke detector to purchase, please do not hesitate to contact the Property Manager and/or The Board.

· · · •	Province of Ontario	e			OCUME!						s Softw CC N		5/188		1	,	
					(1) Registry	_		d Titles [X	(2)	Page 1	of	4	pages		K	
			d.		(3) Property Identifier(s	FIF	Block STLY: COND!	15188 Y: 151	Pro 1-001	perty to 1: 01 to	5188-0 51519	0110 (95-108	(incl) 3 (inc	4)	See	litional edule	
982	40	. 48	MOMO	,	(4) Nature of C Application Interest or C (5) Considera	to Re Equity	eister P	Notice o	f an I f the l	Unre	gister I Title	red Es	state,	Righ	1t,		_
0 1	2 6	15			ONE						_ Doi	llars\$	1.00				
FOR OFFICE USE ONLY	100 miles	39 RWG 13			(8) Description Firstly: All included in City of Nep Land Titles	Units Carle ean, R	ton Cor legional	ndomin I Munic	ium (cipalit	Corr ty of	orati Otta	on No wa-Ca	. 188	3,	pert	.y	_
New Property	y (dentifiers		Additional: See Schedule		Secondly: A included in City of Nep Land Titles	Carle ean. R	ton Cor legional	ndomin I Munic	ium (ipalit	Corp ty of	orati Otta	on No wa-Ci	. 195	5,	rop	erty	
Executions			Additional: See Schedule		(7) This Document Contains	nt	(a) Redesi Now E	asement			hedule escription		Add Par	litional ties		Othe	r X
• •	ent provides as and Registrat																
a Notice of	Agreement in		-		F-17-5-1												
a Notice of A													Cont	inued o	on Sc	hedul	• -
a Notice of A	ent relates to ins	strument	number(s)										Cont	inued ô	on Sc	hedul	• 🖳
a Notice of A		strument	number(s)			Sk	gnaturo(s)	· (Cont		_	hedul Signat	$\vec{\prec}$
(9) This Docum	ent relates to ins	strument r interest)	number(s)			sk Pe	L LD	Que	Bell				Cont	Dat	e of		nte D
(10) Party(ics) Name(s) CARLETO	ent relatos to Ins (Set out Status or	strument r interest) INIUN	number(s)				L LD	OUS		linge			Cont	Dat	e of	Signat	nte D
a Notice of A (9) This Docum (10) Party(ics) Name(s) CARLETO!	ent relates to ins (Set out Status or N CONDOM	strument rinterest) INIUM 88	number(s)				L LD	Que	Eall	linge	ř		Cont	Dat	e of	Signat	nte D
(9) This Docum (10) Party(ies) Name(1) CARLETO! CORPORA' (By its solici	ent relates to Ins (Set out Status or N CONDOM. TION NO. 18	strument rinterest) INIUM 88	number(s)		1900, 66 SI:	Pe	Deb	Orah A				TH1	Cont	Dat	e of	Signat	nte D
(9) This Docum (10) Party(les) Name(s) CARLETO! CORPORA (By its solici (11) Address for Service (12) Party(les)	ent relates to Ins (Set out Status or N CONDOM. TION NO. 18	strument r interest) INIUM 888 n Power	number(s)			Pe	Deb	Orah A				Н	Cont	Dat Y 199	99	Signat	13
(9) This Docum (10) Party(les) Name(s) CARLETO! CORPORA' (By its solici (11) Address for Service (12) Party(les) Name(s)	ent relatos to Ins (Set out Status or N CONDOM TION NO. 18 itors, Nelligar	strument r interest) INIUM 88 n Power	number(s)			Pe	Det	Orah A	Ontar	rio, 1	CIP S	H1	Cont	Dat 199	99	Signat M 08	Ure D 3
(9) This Docum (10) Party(les) Name(s) CARLETO! (By its solici (11) Address for Service (12) Party(les) Name(s) CARLETO!	Set out Status or N CONDOM TION NO. 18	strument r interest) INIUM 88 n Power r interest)	number(s)			Pe P	Det	Orah A		rio, 1	CIP S	H1	Cont	Dat 199	99	Signat M 08	Ure D 3
(9) This Docum (10) Party(ics) Name(s) CARLETO! (By its solici (11) Address for Service (12) Party(ics) Name(s) CARLETO! CORPORA	ent relates to Ins (Set out Status or N CONDOM TION NO. 18 itors, Nelligar (Set out Status or	strument r interest) INIUN 88 nPower r interest) INIUM	number(s)			Pe P	Det	Orah A	Ontar	rio, 1	CIP S	:H1	Cont	Dat 199	99	Signat M 08	Ure D 3
a Notice of A (9) This Docum (10) Party(ics) Name(s) CARLETO! CORPORA* (By its solici (11) Address for Service (12) Party(ics) Name(s) CARLETO! CORPORA* (By its solici (13) Address	ent relatos to Ins (Set out Status or N CONDOM: TION NO. 18 itors, Nelligar (Set out Status or N CONDOM! TION NO. 19	strument r interest) INIUN 88 nPower r interest) INIUM	number(s)	Suite		Pe Pe Sk Pe	reet, O	ttawa, (Ontar	rio, l	CIP S		Cont	Dat 199	99	Signat M 08	Ure D 3
(9) This Docum (10) Party(ins) Name(s) CARLETO! CORPORA' (By its solici (11) Address for Service (12) Party(les) Name(s) CARLETO! CORPORA' (By its solici (13) Address for Service	ent relatos to Ins (Set out Status or N CONDOM: TION NO. 18 itors, Nelligar (Set out Status or N CONDOM! TION NO. 19	strument r interest) INIUN 88 n Power INIUN 95	number(s) 1 c/o:	Suite	1900, 66 SI:	Pe Pe	reet, O	ttawa, (Ontar	rio, l	CIP S	:Н1		Dat 199	e of \$	Signat M 08	Ure D 3
a Notice of A (9) This Docum (10) Party(ica) Name(a) CARLETO! CORPORA' (By its solici (11) Address for Service (12) Party(ies) Name(s) CARLETO! CORPORA' (By its solici (13) Address for Service	(Set out Status or N CONDOM TION NO. 18 itors, Nelligar (Set out Status or N CONDOM) TION NO. 19	strument r interest) INIUN 88 n Power INIUN 95	number(s)	Suite (15) D Debo Nellig 56 SI:	1900, 66 SI:	Pe Stater St	prature(s)	ttawa, (Ontar	rio, l	CIP S	H1	Fea2 8	Dat Y 199	e of \$	Signat M 08	Ure D 3

Document prepared usingle Conveyencer

AGREEMENT

BETWEEN:

CARLETON CONDOMINIUM CORPORATION NO. 188

("CCC #188")

AND:

CARLETON CONDOMINIUM CORPORATION NO. 195

("CCC #195")

WHEREAS:

- A. The Declarations of CCC #188 and CCC #195 state that the Corporations share certain repair and maintenance costs, including the costs to pave various parts of the two condominiums:
- B. CCC #188 and CCC #195 have agreed to cover their own paving costs, and to treat this as equitable cost-sharing, consistent with the Declarations aforesaid, unless and until one of the Corporations, on notice to the other, decides to cancel this arrangement;
- C. the purpose of this arrangement is to avoid, if possible, the calculations and administration which would be required for the cost-sharing contemplated by the Declarations (with respect to paving);

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- CCC #188 will repair and maintain the paving in the areas shown as falling within its responsibility on the sketch attached as Schedule "A". Subject to paragraph 3, CCC #188 will pay all costs related to this paving work, without seeking any contribution from CCC #195;
- CCC #195 will repair and maintain the paving in the areas shown as falling within its responsibility on the sketch attached as Schedule "A". Subject to paragraph 3, CCC #195 will pay all costs related to this paving work, without seeking any contribution from CCC #188;
- Either party may cancel this agreement upon six (6) months' written notice to the other.
 In the event of such cancellation:
 - The parties shall share all paving repair and maintenance costs in accordance with the Declarations of the two Condominium Corporations, from the date the cancellation is effective;

b) If either party feels that this agreement has resulted in inequitable distribution of costs for repair and maintenance of paving (i.e., distribution of such costs on a basis which is not consistent with the Declarations of CCC #188 or CCC #195), that party may demand an accounting of all such costs incurred by both parties, during the course of this agreement. (Each party shall be responsible for preparation of the accounting related to the paving costs which they have incurred.) If this accounting and/or other circumstances reveal inequity as aforesaid, there shall be a payment made by one of the parties to the other as may be required to eliminate the inequity.

DATED AT OTTAWA this 24 day of June, 1997.

CARLETON CONDOMINIUM CORPORATION NO. 188

Per:

We have authority to bind the Corporation

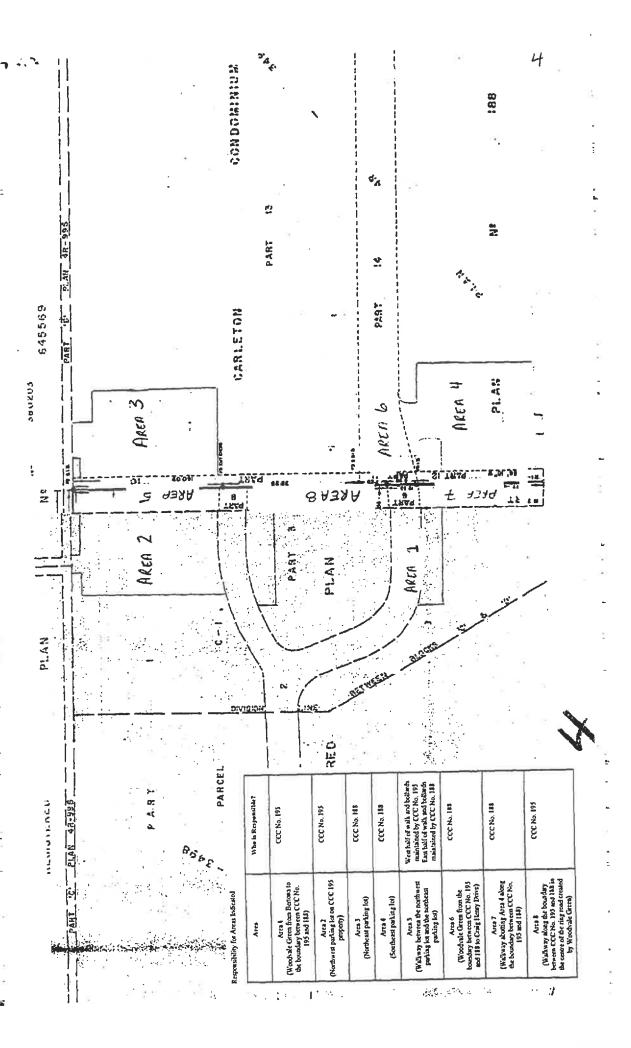
CARLETON CONDOMINIUM CORPORATION NO. 195

Per:

Per:

We have authority to bind the Corporation

+M:\REC\C\CCC195\PAVING.AGR



CARLETON CONDOMINIUM CORPORATION #188

304 Craig Henry Drive, Nepean, Ontario K2G 4H6

IMPORTANT NOTICE TO ALL RESIDENTS/OWNERS of CCC #188

FROM: The Board of Directors, CCC #188

SUBJECT: PARKING & TRAFFIC RULES IN EFFECT 15 Jun 2020

Under General conditions, each condominium unit owner is assigned one (1) outdoor parking spot with one (1) electrical outlet (plug-in) at no charge only for the use of block heaters in the winter months, for the occasional vacuuming of your vehicle in the spring/summer/fall months and possibly supplying air to your tires by the use of a compressor. Beyond these three uses, there are no other uses allowed for the electrical outlet.

Any resident who owns an electric vehicle must notify the Board and Property Manager. Residents with electric vehicles will be charged an additional \$50.00 (subject to change) per month per vehicle for extra hydro. This additional \$50.00 per vehicle per month will be added to their monthly condominium fee.

Reserved extra parking is available upon written request to the Property Manager and/or the Board. The current charge for extra parking is \$40.00 monthly payable by cheque or Pre-Authorized Debit (PAD). This fee is also added to the monthly condominium fee for owners who desire to pay with PAD. Please make all cheques payable to: "Carleton Condominium Corporation 188" or "CCC#188".

Reserved extra parking spaces are assigned on a first-come first-served basis. The Board will try to find you a vacant space that is closest to your unit, so please consult the site plan to see which spaces are closest to your unit. You will be asked to provide a signed lease to be kept on file.

Visitor parking is for visitors ONLY and is <u>not</u> for residents of the condominium. Visitor parking spots are designated by signs and yellow painted curbs, electrical posts and the letter "V" on the pavement. Residents may be ticketed if they park in Visitor areas. Some exceptions apply.

Parking spots are designated as per the map of Woodroffe Gardens Phase I (site plan in Figure I). Only the guests and visitors of residents/owners at CCC #188 are permitted to park in visitor spots designated as CCC #188 property. All others will be ticketed and/or towed. All overnight guests and visitors must register the vehicle through the designated registration system.

IMPORTANT NOTE: Commencing 1 Jul 2020, each owner will be designated a unique CLIENT CODE, which must be entered when registering visitor vehicles. Please contact the Board or Property Manager to obtain this unique CLIENT CODE. If you do not use the code, you may be ticketed.

Each unit is permitted a maximum of THREE (3) days/nights in any given month at no charge. This three (3) days/nights restriction is not vehicle based but unit based. After the maximum restriction of three (3) - 24 hour periods without charge, the current fee of \$3.00 per each additional day or night must be paid. If you are having a guest for a longer period of time, you may obtain a GUEST PASS from the Property Manager at a very reasonable cost.

Residents are not allowed to park cars AT ANY TIME in the Visitor spots. EXCEPTIONS ARE FOR DISCHARGING PASSENGERS OR UNLOADING GROCERIES.

Non-residents are not allowed to park their vehicles in a visitor parking spot during the day in order to take the public transit. These vehicles will be ticketed and/or towed in accordance with City By-Laws.

Residents are requested to move their vehicles from their parking spots in order to facilitate efficient snow removal in the winter and for parking lot sweeping in the spring. Residents are responsible for the removal of their vehicles and those of their visitors. After any snowfall of 5.0 cm (2 inches) or more, snow clearance may be expected between the hours of 6 am and 11 pm, although when the snowfall ends after 4 pm, clearance MAY NOT commence until the following day. Since the snow removal operation is a costly and necessary operation, the Corporation reserves the right, without warning, to have obstructing vehicles removed from visitor parking spots at the vehicle owner's expense.

CCC#188 Parking Rules

Rule 1

No motor vehicle other than a private passenger automobile, station wagon, SUV, motorcycle or commercial vehicle other than a one-half ton pick-up truck or van shall be parked on any part of the common elements (including any part thereof, of which any owner may have the exclusive use) or private parking spaces. These common elements include but are not limited to front, side or backyards, lawns and sidewalks.

Rule 2

No owner/resident is allowed to operate a motor vehicle within the boundaries of the Corporation or park a vehicle on their designated parking spot or secondary rented spot that is not currently licensed, plated, road worthy and insured, and you must be able to start the engine and move the vehicle at all times. Derelict vehicles will be towed away without notice.

Rule 3

Any vehicle parked in a space reserved for another resident without proper authority, or blocking or encroaching on another space, will be ticketed and/or towed away without notice.

Rule 4

Residents are <u>not</u> permitted to park their vehicles in visitor parking spaces at any time and may be ticketed and towed without notice for doing so. The only exception would be during snow clearing removal <u>after</u> the visitor parking has been cleaned where you are permitted to park your vehicle in visitor parking until your designated spot has been cleaned.

Rule 5

Motorcycles are not allowed to be parked in a front, side or back yard. A protective pad shall be placed beneath the kickstand of all motorcycles when parked in a parking space.

Rule 6

Boats, trailers, recreational vehicles, all-terrain vehicles and non-motorized vehicles, and campers are not permitted in the parking spots or any part of the common elements. Written permission from the board and property management must be obtained to park such vehicles in a designated parking spot.

Rule 7

No major work repairs or adjustments to automobiles of any sort are permitted on any vehicle parked on the Condominium property with the exception of an emergency such as a broken windshield repair or flat tire. Owners will be liable for any damages (e.g. caused by oil leaks) that may occur through their failure to comply. All clean up costs will be charged to the owner for vehicles with excessive leaks of oil, gas or other fluids and offending vehicles may be towed away at the owner's expense.

Rule 8

Washing of vehicles is permitted with a bucket and sponge only and you may use the parking post electrical supply to vacuum your vehicle in the spring/summer/fall months and to supply air to your tires by the use of a compressor. The only other use of the electrical supply is for block heaters in the winter months.

Rule 9

No commercial vehicles shall be brought on the property without the written consent of the Board and the Property Manager with the exception of service vehicles that enter the Corporation property in the course of delivery of service to the property. Moving vans are permitted to be parked during the process of the move but must not cause damage to any common elements including but not limited to front, side or backyards, lawns and sidewalks. Costs to repair any damages will be the responsibility of the owner.

Rule 10

No one may park (i.e. stopped vehicle, engine off) in a fire route/lane. Vehicles parked in fire lanes (all streets in Woodvale Green) will be towed away immediately at the owner's expense and risk with NO WARNINGS being issued.

Rule 11

The speed limit on Condominium Corporation laneways has been set at 20 KM/H. Speeding tickets may be issued. Tickets will also be issued for parking violations by the City of Ottawa By-Law, City of Ottawa Police, and/or a designated representative of CCC #188.

Rule 12

Individual residents who find a vehicle parked in their designated parking spot may have the vehicle removed by calling City of Ottawa By-Law (311) and/or the designated parking control company for the corporation.

Rule 13

Designated Parking Spaces are not to be used for storage or any purpose other than parking of motor vehicles. For example, tires, containers, or furniture shall <u>not</u> be stored in a designated parking space. Items improperly stored in parking spaces will be removed and disposed of without notice with all costs charged to the owner.

Rule 14

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.

The above rules have been in force since September 2015. The Board reserves the right to create, pass and implement new rules pursuant to the Condominium Act. The Board also reserves the right to impose fines of up to \$100 for violation of the above rules. These amounts will be added to your monthly condominium fees, in accordance with the Declaration and By-Laws of CCC#188 and pursuant to the Condominium Act.