
SUNSET RIDGE

Carleton Condominium Corporation No. 220

Nepean, Ontario

This information booklet has been provided to assist residents of C.C.C. No. 220 in locating services and functions relevant to our community. It remains the property of the unit owner and should be transferred to the new owner if the unit is sold. This booklet should be kept up to date by inserting new leaflets and information as provided by the Board.

Please contact any of the Board members if additional information or further clarification is required.

The Board of Directors

This booklet issued December 1984.

I N D E X

I GENERAL RULES

- Parking
- Illegal Parking
- Pet Control
- Landscape
- Rule Enforcement

II MAINTENANCE POLICIES

- General Information
- Categories of General Repairs
- Preventative Maintenance
- Repair Service Charge
- Corporation/Unit Owner
 - Maintenance Responsibilities
- Interior Damage Policy
- Snow Removal

III ARCHITECTURE POLICIES

- Unit Owner's Liability
- Request for Modification, Alteration, or Addition
- Fences
- Gazebos, Sunshades and Clotheslines
- Doors
- Garden Sheds
- Eaves troughs
- Air Conditioners and Heat Pumps
- Fireplaces
- Painting
- Antenna/Satellite Dishes

PART I

Parking Rules

1. Visitors parking spaces are to be used by non-resident visitors only.

Owners and tenants are responsible to ensure that their visitors are parked in the designated visitors parking spots. Failure to abide by the foregoing parking rule will result in the vehicle being treated as a parking violation.

2. Trailers, boats, and other non-motorized vehicles are not permitted on Corporation property except for the express purpose of loading and unloading at which time they may be parked in a visitors parking spot. Time so permitted shall be for the loading and unloading only. Violation of this rule will be treated as any other violation.
3. No major repairs to vehicles of any type are permitted on Corporation property. Owners or tenants will be liable for any damage that may occur through their failure to comply with this rule.
4. Vehicles are not to be parked on Corporation property other than that designated as parking. Vehicles parked in unauthorized areas shall be towed away at the owner or tenants' risk and expense.
5. Derelict vehicles which create a problem for snow removal or road maintenance will be towed away at the owners risk and expense.
6. All cars must be parked within the white boundary lines which designate the exclusive use parking area.
7. Violations of the above rules will be dealt with at the discretion of the Board either by Nepean Police ticketing or by removal from the property at the owners, risk and expense.
8. There are a number of parking spaces available for rent if required.

1.3 PET CONTROL - Pet Owner's Responsibilities

- 1.3.1 At no time may a pet be allowed to roam freely and alone in the common use areas of the Condominium.
- 1.3.2 When outside an owner's unit, a pet must be on a leash at all times and accompanied and controlled by a responsible person.
- 1.3.3 Freedom to roam without a leash must be confined to an owner's unit bearing in mind that the fence must be extended to ground level to prevent the pet from escaping.
- 1.3.4 It is incumbent upon each pet owner to ensure that their pet does not defoul or damage any common use areas.
- 1.3.5 It is incumbent upon each pet owner to keep the noise level to an acceptable level at all times.

NOTE:

If it is necessary for the animal to defecate on any common element or property of the Condominium, the owner (or custodian) will then immediately gather up the droppings in any way he chooses, and dispose of them within his own home enclosure. Excessive barking or other noise made by the animal must also be stopped by the owner in any effective way necessary. This Policy is in accordance with the City of Nepean By-law.

Landscaping Rules

1. BEAUTIFICATION - FRONT LAWNS

- A. No shrubs higher than 5 feet.
- B. No additional trees.
- C. No lawn statues or similar ornaments.
- D. No trellis.
- E. No storage of bicycles, lawn chairs, tents, toys, etc.

- 2. Any resident who wishes to improve the landscape material in their front yard must forward a landscape plan to the Board for approval.
- 3. Owners or tenants are not allowed to plant flowers or any vegetation around the base of any trees, bushes, or shrubs as planted by the Builder.
- 4. Owners or tenants are responsible for the cutting/trimming and weeding of the grass to a height of 1 1/2 - 2 1/2 inches.
- 5. Edible vegetables may be grown in the backyard area but such vegetables may not exceed the height of the fence. (No fence, no vegetables).
- 6. In the event that a garden area is overrun with weeds the Board reserves the right to return the area to its original state at the expense of the owner.
- 7. No changes to existing grade are permitted.
- 8. Owners are responsible for the maintenance of the grass in their front or rear yard. Failure to properly maintain the grass will result in the Board having the work done at the expense of the unit owner. (This paragraph doesn't apply if the Board of Directors assumes responsibility for front yard lot maintenance).

PART II

MAINTENANCE POLICIES

- 2.1 GENERAL INFORMATION
- 2.2 CATEGORIES OF GENERAL REPAIRS
- 2.3 REPAIR SERVICE CHARGE
- 2.4 CORPORATION/UNIT OWNER RESPONSIBILITIES
- 2.5 INTERIOR DAMAGE POLICY
- 2.6 INSURANCE DEDUCTIBLE POLICY
- 2.7 SNOW REMOVAL

2.1

GENERAL INFORMATION

Generally, the Corporation is responsible for maintenance and repairs to all common elements. In the absence of an owner, the Board of Directors shall be empowered to undertake, at the owner's expense, the necessary repairs or remedial action to correct damage or prevent further damage to a unit that may affect the safety or security of the owners unit, an adjoining unit or the common elements.

2.2

CATEGORIES OF GENERAL REPAIRS

2.2.1

EMERGENCY

Response: Immediate

Definition: Those repairs which, if not effected as soon as possible, could result in serious damage to property or constitute imminent danger to life.
Example situations are: loss of a number of roof shingles which cause immediate (or likely possibility) of leakage to a unit; basement flooding, exposure of bare electrical wires, etc.

2.2.2

Problems with the individual units are the unit owner's responsibility. These are things such as plumbing and electrical problems, furnace repairs, wall and floor damage, thermopane windows, roofs, siding, doors, basement leaks, etc.

2.3

REPAIR SERVICE CHARGE

A minimum service fee shall be charged to unit owners for service calls or repairs to common elements which are determined to be the responsibility of a unit owner/tenant.

2.4

CORPORATION/UNIT OWNER MAINTENANCE RESPONSIBILITIES

2.4.1

CORPORATION

- a. Boundary fence repairs
- b. Common element fixtures and signs
- c. Roadways
- d. Water mains
- e. Sewers
- a. Common Element landscaping

2.4.2 OWNER

1. All maintenance to owner's unit, including frozen pipes.*
- 2. Any damage to common elements caused by owner/tenant.

*Frozen pipes damage over \$250.00 is an insurance claim on the "All Risk" policy.

2.5 INTERIOR DAMAGE POLICY

The Condominium Corporation will not assume any liability for interior damage to a unit not covered under the Corporation's Insurance Policy.

2.6 INSURANCE DEDUCTIBLE POLICY

Where an insurance claim against the Corporation's policy is made by a unit owner for loss or damage to non-common elements, within the unit, the claiming owner will be responsible for the deductible portion of each claim. Damage resulting from failure of common elements will not be subject to this deductible.

2.7 SNOW REMOVAL

- 2.7.1 Individual owners are responsible for the removal of snow from their walkways and driveways to the common element roadway.
- 2.7.2 Any dangerous situation like ice build-up or poor clearing should be reported at once to our management firm.
- 2.7.3 Vehicles obstructing snow removal of the common element roadways and parking areas, or causing a hazard, may be removed at the owner's expense.

PART III

ARCHITECTURAL POLICIES

Common Element/Unit Rules

- 3.1 GENERAL POLICY
- 3.2 REQUEST FOR MODIFICATION, ALTERATION OR ADDITIONS
- 3.3 GENERAL APPROVAL
 - 3.3.1 FENCES
 - 3.3.2 CLOTHESLINES/SUNSHADES
 - 3.3.3 DOORS
 - 3.3.4 GARDEN SHEDS
 - 3.3.5 EAVES TROUGHS
 - 3.3.6 AIR CONDITIONERS
 - 3.3.7 FIREPLACES
 - 3.3.8 EXTERIOR PAINTING
 - 3.3.9 ANTENNA/SATELLITE DISHES

3.1

GENERAL POLICY

As any architectural change to a unit may affect the safety or infringe on the rights of a neighbour and the corporation, no owner shall make structural changes in or to his unit or install, plant, or erect any hedging, fencing, garden shed, or other erection on his unit or any part of the common elements without the consent of the Board. Such consent will not be unreasonably withheld, however, it must be emphasized that all alterations must be reviewed to ensure that:

- a. they do not affect any existing easement or right of way;
- b. do not affect or infringe upon common elements;
- c. do not affect the Condominium's insurance policy; and
- d. are so constructed that there are no impediments or obstructions to the normal maintenance requirements for which the Corporation is responsible.

FAILURE TO OBSERVE THE ABOVE WILL RESULT IN THE CORPORATION BILLING AN OWNER DIRECTLY FOR SUCH COSTS AS MAY BE INCURRED BY THE CORPORATION TO CORRECT ANY UNACCEPTABLE SITUATION.

3.2

REQUEST FOR MODIFICATION, ALTERATION OR ADDITION

In general, requests for modification, alteration or additions to units must be submitted in writing - including plans and specifications as appropriate to the Manager. Acknowledgment may generally be expected within two (2) weeks of application.

Check individual policies for exceptions.

NO WORK MAY BE UNDERTAKEN UNTIL SPECIFIC APPROVAL HAS BEEN RECEIVED IN THE FORM OF A LETTER FROM THE PROPERTY MANAGER.

3.3

CONDITIONS FOR GENERAL APPROVAL

General approval is given for the installation of the following, but please note that their installation is subject to the following conditions and the policy, "Unit Owner's Liability".

3.3.1

FENCING/HEDGING

No fencing or hedging shall be planted, erected or installed without the consent of the Board and notwithstanding such consent, such fencing or hedging shall not be installed in any location other than in accordance with the site plan filed by the Declarant with the Board.

Fences are to be constructed of 1" x 4" eastern cedar, using 4" x 4" eastern cedar posts. The fence is to be 5 feet in height, the first 8 feet and then 4 feet in height for the remainder. It is to be stained in a clear stain such as Pentox or Cuprenol. The sandwich part of the fence-at the top and the bottom uses 1" x 4" eastern cedar. Posts are to be level with the top position of the fence and the posts are to be set in concrete.

3.3.2

CLOTHESLINES/SUNSHADES

General approval is given for clotheslines and lawn umbrellas, but please note the following conditions;

Clotheslines: Clotheslines of the umbrella types only may be installed and must be folded down when not in use. Lawn table umbrellas must be folded down when not in use because of potential problems in high winds.

3.3.3

DOORS

Storm/Screen Doors

General approval is given for the installation of a combination storm/screen door to the following specifications:

1. At least 1 1/2 inches thick;
2. Pre-finished to match or compliment existing trim of unit;
3. Plain design with proportions of approximately 2/3 glass to 1/3 metal.

3.3.4

GARDEN SHEDS

Metal garden sheds will be allowed within the fenced area of the unit provided that they do not exceed the surrounding fence height by more than 12 inches, they match the existing siding colour as much as is possible, they must be properly fastened to the ground, they must be properly maintained and repaired, they must be located so as to ensure that any roof run off does not affect a neighbour's property, boundary fence or foundations by water accumulations or erosion. There are easements in some of the backyards and the shed must be able to be moved should the need arise.

Wooden sheds are permitted. Plan and specifications are available through the members of the Board.

3.3.5

EAVESTROUGHES

General approval for the installation of eavestroughing is given subject to the following conditions:

- a. Eavestroughing must be constructed of factory enameled steel; .032 gauge aluminum to match existing trim, or plastic to match existing trim.
 - b. Down pipes must not cause inconvenience to neighbours and must not be unsightly.
 - c. Eavestroughs may be installed at the front and/or back of the unit.
 - d. All installation must be done to a professional level subject to inspection by the Board of Directors or its representative.
 - e. If problems arise, the Board has the right, with just cause, to have the eaves trough removed, or repaired at the owner's expense.
-
- f. It is the responsibility of the owner to ensure that any damage caused to the common elements caused during or because of the installation of the eavestroughing is repaired at the owner's expense, to the satisfaction of the Board.
 - g. Drainage and erosion problems caused by the downpipe will be resolved at the owner's expense to the satisfaction of the Board.

3.3.6

AIR CONDITIONERS AND HEAT PUMPS

Air Conditioners:

Air-conditioners must be of a high quality and such standard as to minimize noise disturbance to neighbours. No water cooled air conditioning systems 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 conditioner does not fill the normally glassed area. Air-conditioners may only be installed in windows at the back of the house. Condensers and heat pumps must go in the back yard.

When applying to the Property Manager, the following information must be provided in writing:

- a. the type, make, model, size and noise rating, and
- b. planned location.
- c. *A limit of 50DBA is prescribed by municipal and provincial regulations for various air conditioners and will be used for judging complaints, based on reception at windows of neighbouring units.

3.3.7

FIREPLACES

APPROVAL REQUIRED: The owner must submit an application in writing to the Board of Directors for approval before the installation is made. Installations will be approved subject to the following regulations:

- a. Upon receipt of approval, the owner must contact the Fire Prevention Bureau to ensure that the fireplace he wishes to install is compatible with the structure of his unit.
- b. It is mandatory that the installation be certified by the Fire Prevention Bureau as having been installed correctly and in accordance with municipal by-laws. Upon completion of the work, the Board must receive a copy of the certificate.
- c. Because of weight considerations, cast iron or solid brick fireplaces will be allowed only on basement levels.
- d. Chimneys must run through the units and emerge from the roof. It shall extend a minimum of three feet above the peak of the roof or any structure within a ten foot radius of the chimney.

- e. All chimneys must be cleaned at the owner's expense once a year and proof of such provided to the Property Manager.
- f. Any damage caused by the installation or use of the fireplace will be repaired by the Board at the expense of the owner of the unit in which the fireplace was installed.
- g. Wood storage is permitted within the unit area only (said storage should be no higher than the fence).
- h. Exceptions to these regulations will be considered by the Board on an individual basis.

NOTE: As the installation of a fireplace is an improvement to the unit, it is not covered by the Condominium's fire insurance policy. Owners are therefore advised to obtain supplementary coverage for the value of the installation. As improper installation could affect the Corporation's fire insurance coverage, it is imperative that the above quoted regulations be strictly adhered to.

3.3.8

GARAGE DOORS/EXTERIOR PAINTING

All garage doors, front doors, shutters and ornaments over garage doors must be repainted in the original colours or in colours to match the adjoining unit.

3.3.9

ANTENNA/SATELLITE DISHES

Shall not be erected upon or in any manner attached to any part of the property.