

DEFINITIONS

THE CONDOMINIUM ACT:	Provincial Legislation that governs all Ontario Condominium Corporations.
BOARD:	An elected group of unit owners, also known as the Board of Directors.
BY-LAW:	Means a By-law of the Corporation.
COMMON ELEMENTS:	Means all the property except unit interiors, as defined in the corporation's declaration.
COMMON EXPENSES:	Means expenses defined as such in the Declaration or in the Condominium Act of Ontario, which are incurred in the performance of the objectives of the Corporation. These include contributions to the reserve fund, allocated equally to all units.
COMMON USE AREA:	Means all property outside the interior walls and windows of the units.
CORPORATION:	Means Carleton Condominium Corporation No. 239 and or the corporate entity holding possession of the condominium units under the authority of the Condominium Act of Ontario.
MANAGER:	Means the property management company responsible for managing the Corporation, under the general direction of the Board.
OWNER:	Means the owner (or owners) of the freehold estate (or estates) in a unit and common interest, but does not include the mortgage unless such mortgage is in possession.
RESIDENT:	Means the occupant of the unit, whether Owner or Tenant: With respect to Section 5, "Responsibility for Maintenance" and Section 6 "Rules of Occupancy" 6, "Resident" shall mean the Owner-Occupant, Tenant (sub-tenants), family members, guests, servants, agents, or persons conducting business or otherwise being on the common, exclusive-use or unit property with the consent of the Owner or Tenant.
UNIT:	Means a part (or parts) of the land included in the title description and designated as a unit by description, and comprises the space enclosed by its boundaries and all material parts of the land within this space in accordance with the Declaration and description.

MANAGEMENT OF THE CORPORATION

BOARD OF DIRECTORS

The Board is the "town council" of our community. It is responsible for seeing that the affairs of the Corporation are well organized and run smoothly. It is responsible for making policies, approving budgets and major expenditures, and providing general direction to the operation, management, care, upkeep and maintenance of the common elements of the Corporation.

The Board consists of five Directors, including the President, Vice-President, Secretary, and Treasurer, elected at the Annual General Meeting. These officers are elected for three-year terms on a rotational basis providing for the retirement and election of two Directors each year, thus ensuring continuity in administration.

The Board meets several times each year. The Manager attends these meetings to provide information, advise the Board, report progress, and to accept new/revised policies or other directives. Minutes of these meetings are kept, and may be seen by any Owner, upon request, and within a reasonable time frame.

An Annual General Meeting (AGM) is held once a year, to which all Owners are invited; the Property Manager and the Auditor attend, and make reports, along with reports on special subjects by the Board; minutes of these meetings are distributed to all owners, and approved at the next AGM.

Notice of the AGM meeting date and location are sent to each Owner 15 days prior to the AGM, along with the previous year's financial statement, minutes of previous annual meeting, and a proxy form to be used by those unable to attend the meeting.

MANAGER

The Manager operates under a contract approved by the Board and is responsible for the day-to-day operation of the Corporation's affairs. The Manager's duties include organizing the AGM, preparing financial (and other) reports, organizing and attending Board meetings, presenting proposals for Board approval, co-operating with owners on matters of concern to them, dealing with municipal authorities, etc.

The Manager supervises the work force of the Corporation; he reviews needs from all areas and either makes decisions within Board approved guidelines, or obtains Board authority for action, he will call tenders for contracts, prepare proposals for the administration and use of the Reserve Fund, investigate costs and/or the need for improvement/repair projects.

All owners should be familiar with the location of the Manager's office and telephone numbers, and direct their complaints, problems, requests and recommendations, in writing, to this office. This frees the Board from operational concerns, and ensures the Manager can take expeditious action, as may be required. The Board should be advised by the owner/tenant of any undue problems or delays by e-mail or through the community mailbox, located next to the mail box unit.

FINANCIAL MANAGEMENT

COMMON EXPENSES

Each month Owners pay a "Condominium Fee" which is an assessment of common expenses, based on the budget prepared by the Manager and approved by the Board. This includes provisions for costs of electricity for common elements, water, ground maintenance and supplies, snow removal, pest control, equipment, small tools, insurance, legal and audit service, office supplies, sundries, etc. as well as the management fee. The total budget is divided by 12 (months) and by 60 (units) and rounded to a whole dollar amount, which on Board's approval becomes the monthly charge.

ELECTRIC POWER / WATER / SEWAGE

Owners are responsible for electric power, water and sewage costs consumed by their unit.

RESERVE FUND

The budget also includes the contributions to a Reserve Fund as required by the Act, to provide for future costs of major repairs and replacements of common elements, which, because they are large amounts, cannot be included in the continuing maintenance budget. The year-end balance is invested, advantageously. Disbursements may be made only for projects specifically approved by the Board as listed within the Reserve Fund study. Once contributed to the Reserve Fund, owners cease to have any individual, separable equity in the amounts being accumulated; these accrue to the interest of the whole Corporation to serve special, future needs, as required.

OWNERS PAYMENTS IN DEFAULT

Where an Owner is in default for more than 60 days in the payment of the monthly condominium fee or any special assessment, the Corporation will register a lien for the unpaid amount against the unit and its appurtenant common interest together with all reasonable charges and expenses incurred by the Corporation in connection with the collection or attempted collection of the unpaid amount.

COSTS OF DAMAGES ATTRIBUTABLE TO RESIDENT

Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by any Owner or Resident (see "Definitions") may be recovered by the Corporation against such Owner in the same manner as common expenses.

SERVICES PROVIDED BY THE CORPORATION

INSURANCE FOR COMMON ELEMENTS

The Corporation has fire and all-risk insurance coverage on the common elements and on the units themselves as they existed at the completion of construction, on the basis of replacement costs. Owners need only to insure their personal belongings, the insurance deductible amount as stated on the Corporation's Insurance Certificate in accordance with the Insurance Deductible Bylaw #16, plus any improvements or additions made to their homes by themselves or by previous Owners; e.g. wallpaper finished basements, chandeliers, additional or up-graded floor coverings, etc. Also, Owners should obtain at their own cost, insurance coverage for personal liability and/or broken window glass.

OWNER / RESIDENT PARKING

Each unit has one garage and driveway at the front of their home, which can be used to park one vehicle inside the garage and one vehicle on the driveway. (Ensuring that there is no over hang onto the roadway) There are 10 spots available for rental on a first come first serve basis.

VISITORS PARKING

Visitor parking spots are for the use of visitors only. No resident is permitted to park in the visitors parking locations. Any stay over 12 hours, please contact the Property Management Company to register your guest's vehicle.

PEST CONTROL

The Corporation has a flat rate annual contract with a pest control service company; any owner troubled by indoor or outdoor pests (e.g. roaches, silverfish, rodents, etc.) must call the Manager to have these pests exterminated at no cost to the owner.

SNOW REMOVAL, LANDSCAPING, LAWN CUTTING AND CLEANING COMMON AREAS

The Corporation removes snow from all roadways, visitor parking areas and common area sidewalks. Residents are responsible for clearing snow from driveway/walkways to their units and from their "exclusive areas". Shoveling of snow from the driveways onto the roadways is not permitted.

The Corporation cuts all lawns, and maintains/improves landscaping, although occupants are encouraged to plant /maintain limited area foundation planting.

All common areas are cleaned of refuse on a regular basis and garbage is collected weekly from deposit areas.

Garbage pick-up. Contact the City of Ottawa by telephone at 311 or visit their website at www.cityofottawa.ca for regular pick up days and holiday scheduling.

Owners can put garbage at the curb any time after 6 p.m. the evening prior to your collection day and no later than 7 a.m. on your collection day.

RESPONSIBILITIES FOR MAINTENANCE

THE CORPORATION

The Corporation is responsible for maintaining the common elements; for this purpose, the "exclusive use" area is included, but residents must maintain cleanliness and order of the area. The following items are maintained, or replaced as required by the Corporation; costs are covered by the operating budget or by the Reserve Fund, and unless there is a special assessment, without further cost to Owners. For Example:

- 1) The fitting of all window and entrance door frames, and repair/replacement of entrance doors as required.
- 2) Thermo pane seals
- 3) Caulking
- 4) Front and back light fixtures and globes; main box electrical deficiencies, and electrical bollards.
- 5) Siding, flashing, shingles and roof vents.
- 6) Steps, patios and asphalt walkways
- 7) Foundation leaks
- 8) Main sewer drains
- 9) Paving

OWNERS RESPONSIBILITIES

Where the Owner of the unit leases their unit, the Owner shall notify the Corporation that the unit is leased and shall provide to the Corporation the lessee's name and the Owner's new address. Please contact the Property Management Company, as a Form 5 will be provided. Please complete and return the Form 5 to the Property Management Company within 30 days of renting or re-renting your unit, in order to ensure compliance with the Condominium Act.

No Owner or Tenant shall do, or permit anything to be done, in his unit or bring/keep anything therein which will in anyway increase the risk of fire or the rate of fire insurance on any building, or on any property kept therein, or obstruct or interfere with the rights of other Owners or Tenants, or in anyway injure or annoy them, or conflict with the laws relating to fire or with the regulations of the fire Department having jurisdiction over the property or with any insurance policy carried by the Corporation or any Owner or conflict with any of the rules and ordinances of the Board of Health having jurisdiction or with any applicable statute or municipal By-law.

Generally, Owners are to be responsible for the action and cost of the following maintenance/replacement actions for units they own. The Manager will perform these tasks at the request of, and at reasonable charge, to the Owner:

- door locks and handles.
- broken windows and screens, window handles and mechanisms and additional weather-stripping
- internal wiring and piping
- frozen pipes
- smoke detectors on each level of their unit (Provincial law)
- exclusive use light bulbs

- washing all windows exteriors
- mail Boxes
- The Corporation will charge cost of repairing any damage to common elements caused by the Resident or the Owner.
- The Corporation against such Owner may recover any loss, cost or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by any Owner or Resident in the same manner as common expense.