

PARKVIEW COURT

GENERAL POLICY GUIDELINES

AND

INFORMATION BOOKLET

CARLETON CONDOMINIUM

NO. 296

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PREFACE

This synopsis has been prepared by your Board of Directors to provide you with information on the operation of your condominium.

Some of you, especially if you are new to condominium living, might feel restricted and constrained by the rules and regulations. However, experience has proven that the advantages of Condominium living far outweigh the perceived disadvantages of the rules and regulations.

The Rules and Regulations have two main purposes. The first is to ensure that you will enjoy peaceful living in an orderly, well-maintained environment. The second purpose is to enable your Board of Directors to provide you with the maintenance and service for which you pay condominium fees.

Your Board of Directors requests your cooperation in developing and maintaining a comfortable attractive community of which we can be proud.

I. THE CONDOMINIUM CORPORATION

1. Board of Directors

The Board consists of five directors elected at Annual General Meetings by members of the Condominium Corporation and includes the offices of President, Vice-President, Secretary, and Treasurer elected by the Board.

The Directors may meet, adjourn and otherwise regulate their meetings as they see fit, subject to the provisions of the By-Laws. Board meetings are held at the discretion of the members. The chairman of the meetings is the President, or the Vice-President in the President's absence. A meeting of the Board cannot conduct business unless a quorum is present. All the affairs of the Corporation are handled at meetings of the Board of Directors. Decisions of these meetings form the basis for instructions to carry out the business. Decisions are made in good faith with the best interests of all owners in mind.

The position of director is voluntary, subject to election by members. Directors are not remunerated in any way.

Owners may attend Board meetings and may make representations but must

submit a request in writing to the Secretary/Treasurer in order to be included on the agenda of a meeting.

2. Committees

The Board of Directors may, from time to time, appoint committees to assist it in the performance of its duties. The members include volunteer unit residents and a director from the Board to act as a liaison. Committees may be ongoing or long term (e.g. for landscaping) or ad hoc for specific short term projects.

Terms of reference should be established at the outset and cover such matters as responsibilities, specific directives, any financial authority and term of office. Duties may include researching factual information, developing ideas and making recommendations with regard to improving the working of the Board and the quality of life in the Condominium Community. The ultimate responsibility however, rests with the elected members of the Board.

3. Professional Management

The Board of Directors may contract for a professional Property Manager who, under the direction of the Board, ensures that all the necessary day-to-day functions that are vital to the smooth operation of the Condominium are carried out effectively and efficiently. The Manager is not an employee of the Condominium Corporation.

The Manager's duties as specified in the contract would include the supervision of routine, special and emergency maintenance, the organizing of meetings, the preparation of budgets and financial statements and the Management of the Reserve Fund. The manager monitors all needs and advises the Board on necessary actions. The manager or a representative attends Board meetings as required.

4. Common Charges

The Declaration of CCC 296 instructs that each unit owner pays a monthly condominium charge, which is an assessment of common expenses based on the square footage of their unit. Common expenses include all expenses of the Corporation incurred by it in the performance of its objectives and duties as imposed under the provisions of the Condominium Act or pursuant to any registered by-law of the Corporation. Specifically, they include the cost of insurance coverage; maintenance and repairs of the common elements; electricity for common elements; ground, roadway maintenance and snow

removal; maintenance materials, tools and supplies; and any necessary legal, engineering, accounting, auditing and similar professional services. In addition, common expenses include the cost of establishing and maintaining a reserve fund for expected replacement and major maintenance expenses. The level of the condominium charge is established annually by the Board.

5. Special Assessments

The Corporation may also assess and levy against the owners a special assessment to cover any common expenses that exceed those estimated in the established charge, in amounts and at such times as may be deemed necessary by the Board.

II. SERVICES PROVIDED TO OWNERS

1. Maintenance and Repair of Common Elements

The Condominium Corporation is responsible for the up-keep and repair of all common elements, which means all the property except the units but including the exterior of the units. This includes maintenance of grounds, removal of snow, repair to unit exteriors, periodic caulking/staining, and site improvements.

The resident is responsible for unit interiors and for the general cleanliness, tidiness and neatness of the common element area immediately surrounding the unit. Annex "A" is attached as a guide for Unit Owner responsibilities.

2. Insurance of Common Elements

The Corporation has fire, earthquake and all risk insurance coverage on all common elements and on all units as they existed at the time of construction.

Details of the coverage are described in the 'Certificate of Insurance', a copy of which is available to each owner/resident after annual renewal each August or to new owners as part of the 'Estoppel Certificate' which is raised by the Condominium when the ownership of a unit changes.

A unit is insured to the extent of the 'Building Plan' approved prior to construction (e.g. original standard carpeting, original standard kitchen cupboards, bathroom fixtures, etc.). The owner is responsible for insuring any 'Upgrades', and the owner/resident is responsible for insuring the **contents of a unit (e.g. furniture and other belongings).** **The Condominium Corporation's insurance coverage does not apply to improvements to units.** For example, if damage occurs to upgraded carpets

or hardwood floors, no claim can be made against the Condominium Corporation's insurance, even for part of the cost of restoring the floor covering to it "as constructed" state. It is important for each unit owner to determine what improvements have been made to their unit so they can calculate the amount of "Upgrade" insurance required. The following is a **partial** list of items which are not covered, if you have any questions contact a member of the board:

Hardwood floors, air-conditioners, central vacuum, intercoms, security systems, garage door openers, electronic air filters, whirlpool tubs/ shower stalls, ceiling fans, upgraded fireplaces and upgraded carpet (standard was 36 oz with builder grade cushion under-pad).

For each instance of property damage to a unit there is a **\$500.00** deductible. This deductible is to be paid by the owner/resident and not be the Condominium Corporation. The Corporation is responsible for any deductible for damages to the Common Elements but not for property damage to the interior of a unit.

Owner/residents should contact their own insurance agents to determine the adequacy of their personal property insurance coverage for interim lodging and associated expenses for an adequate period of time as well as the betterments made within their units

A 'Unit' is defined in Schedule 'C' to the Condominium Corporation Declaration (a copy of which each owner receives at time of purchase). Generally, a unit is everything bounded by the back-side of the drywall of the perimeter walls, the upper surface of the drywall on the ceilings of the upper floor and the top of the cement floor in the basement. Details of the exclusive use common element areas for each unit (mentioned in Schedule F of the Declaration) are available from the Board.

In the event of property damage to a unit, owners/residents are responsible for immediately contacting a member of the Board of Directors, the Condominium Insurance Company (noted on the insurance certificate) and their own insurance company. The amount of any deductible charges to the Corporation by the Corporation's insurer will be recovered from the Owner. The Corporation will not reimburse an Owner for the cost of repairs not covered by the Corporation's insurance.

3. Garbage Collection

The City of Ottawa provides garbage collection weekly and alternating Blue

Box service weekly on Tuesdays. If a Holiday has occurred on the Monday, collection service will not take place until Wednesday. Residents must deposit garbage in securely tied plastic garbage bags in a designated pick-up station (across the street from entrance to Courtyard), or at end of each driveway for front row units. The use of plastic grocery bags for wrapping garbage is not acceptable. Extraordinary refuse, such as large cartons may be placed in or immediately adjacent to the designated area on 'Garbage Day' morning. If at all possible garbage and blue boxes should not be put out for collection until the 'Morning of Pick-Up day'. This will help minimize the possibility of animals tearing the plastic bags apart in search of food.

4. Heating Of Garages Many of the townhouses in CCC 296 have been build on concrete pilings down to the bedrock. Because of this reality, it is important to keep the temperatures in the garage areas above freezing so the concrete slab does not get frozen and heave/crack in the Spring. Electric heaters were installed in the garage areas for this specific purpose.

III. **GUIDELINES FOR LIVING IN A CONDOMINIUM**

1. **Excerpts from the Condominium Act**

Units and Common Elements - Dangerous Activities

"No condition shall be permitted to exist and no activity shall be carried on in any unit or the common elements that is likely to damage the property".

By-Laws

"The Board may pass by-laws, not contrary to the Condominium Act 1978 or to the declaration".

"A by-law is not effective until it is confirmed, with or without variation, by owners who own not less than 51% of the units are the meeting duly called for that purpose."

Vacancy in the Board of Directors

"If a vacancy in the membership of the Board occurs, the majority of the

remaining members of the Board may appoint any person qualified to be a member of the Board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election by the owners."

Owner Defaults Payment

"Where an owner defaults in his obligation to contribute to the corporation towards the common elements, the corporation may place a lien for the unpaid amount against his unit and its appurtenant common interest together with all reasonable costs, charges and expenses incurred by the corporation in connection with the collection or attempted collection of the unpaid amount."

Owner Responsibility

"Where the owner of a unit leases his 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 address using the form attached as Annex C".

2. **Excerpts from the Declaration of Carleton Condominium Corporation No. 296 By-Laws**

Use of Common Elements

"Subject to the provisions of the Act, this declaration and the By-Laws, and any rules and regulations passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided".

Restrictive Access

"The Corporation shall have reasonable access to all units to repair those items that it is required to repair".

The common elements exterior parking shall be subject to this declaration, the By-Laws and the Rules and Regulations passed pursuant thereto and the direction of the Board from time to time.

Occupation and Use

"The occupation and use of the units shall be in accordance with the following restrictions and stipulations:"

Units, shall be occupied and used only as private single family residences and for no other purpose;

Parking spaces and garages shall be occupied and used only for the parking of motor vehicles and storage and for no other purpose;

No unit shall be occupied or used by anyone in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in this declaration;

The owner of each unit shall comply, and shall require all residents and visitors to his unit to comply, with the Act, this declaration, and the By-Laws, and the Rules and Regulations passed pursuant thereto.

No owner shall make any structural change in or to his unit or make any change to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements which he has the duty to maintain, ~~without the written consent of the Board.~~

No condition shall be permitted to exist and no activity shall be carried on in any unit or the common elements by an owner, family or guests, of the owner of the units that would constitute a nuisance.

An owner of a unit may keep a pet in said unit as long as this does not disturb any other owner of any unit. When such a pet is in the common areas, it shall not be permitted to run free. For the purpose of this declaration, a pet shall be deemed to be disturbing any other owner if the Board shall so determine.

Requirements for Leasing

No owner shall lease his unit unless he causes the tenant to deliver to the Corporation an agreement signed by the tenant, as per Annex C attached.

The owner agrees that notwithstanding any terms in any lease that the tenant shall be at liberty to deduct from the rent the owner's share of the common expenses for which the owner is in default of paying and the tenant shall be at liberty to pay said share of common expenses to the Corporation.

Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which shall be joint and several with his tenant.

Every unit owner shall give written notice to the Board of any change of ownership or occupancy of his unit within ten (10) days of the said change of ownership or occupancy. Unit owner as used in the within paragraph shall be deemed to include a purchaser.

Maintenance and Repairs

Each owner shall maintain his unit, and, subject to the provisions of this declaration, each owner shall repair his unit at his own expense.

Each owner shall be responsible for all damages to any and all other units and to the common elements, which are caused by the failure of the owner to so maintain and repair his unit, save and except for any such damages to the common elements for which the cost of repairing same may be recovered under any policy or policies of insurance held by the Corporation.

The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time; and in such an event, an owner shall be deemed to have consented to having repairs done to his unit by the Corporation; and an owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the cost of such repairs, and all such sums of money shall bear interest at the rate of twelve percent (12%) per annum or such other rate of interest as is determined by the Board of Directors from time to time. The Corporation shall have a lien for the amount of the said repairs against the unit and its appurtenant interest, which lien may be enforced as a mortgage and the Corporation may register a notice of said lien.

The Corporation may collect all sums of money in such installments as the Board may decide upon, which installments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

The Corporation shall repair and maintain the common elements. Unit owners are responsible for the maintenance of landscaping in their exclusive-use owner element areas.

3. RULES AND REGULATIONS FOR HARMONIOUS LIVING

The following rules and regulations governing the use of the property shall be observed by each owner and tenant, their family, guest and invitees:

A. PRIVATE UNIT

An owner shall not do anything, or permit anything to be done, in his or her unit, or bring or keep anything therein, which will:

1. obstruct or interfere with the rights of other owners to their comfort and quiet enjoyment of their units and the common elements;
2. conflict with any insurance policy carried by the Corporation or any owner; and
3. conflict with any of the rules or ordinances of the Health Authorities, or with any statute or municipal by-law.

B. COMMON ELEMENTS

1. Each owner or tenant has the full use, occupancy and enjoyment of the whole or any part of the common elements. However, privacy must be respected in the immediate front and back areas.

Common elements mean all the property except the units and include the exterior of the units.

No sign, advertisement, notice or decoration shall be inscribed, painted, affixed or placed on any part of the inside or outside of the common elements, including the outside of the windows, window sills or projections, without the prior written consent of the Board.

2. No awnings, shades or windscreens shall be erected over or outside of the windows and/or common elements, without the prior written consent of the Board.
3. No major repairs shall be made to any vehicle, machinery, or equipment, in or on the common elements, including parking spaces and garages.
4. No television antenna, aerial, tower or satellite dish shall be erected on or fastened to any unit or parts of the common elements.

5. Flowers may be cultivated adjacent to the units, but:
 - a. no climbing plants or vines shall adhere to the units;
 - b. no trellises shall be affixed to the units except with Board consent;
 - c. planters may be used on bricked walkways near the units but not on the grass; and
 - d. window flower boxes shall conform to the general motif of the units as to style and colour and should not be made of plastic.
6. The replacement of any existing shrubbery or trees and the addition of shrubbery or trees shall not be made without the prior written consent of the Board.
7. No changes to the common elements or exclusive use common elements shall be made without prior written approval from the Board of Directors.
8. The installation of eavestroughing and aluminum combination doors must have the written consent of the Board and meet the following requirements:
 - a. the unit owner shall be responsible for any future damage expenses caused by a back-up of ice under the roofing material (where caused by eavestroughing).
9. **For Sale** signs will be restricted to one realtor window sign per unit.
10. Pet control shall be exercised at all times and include the following:
 - a. Dogs shall be on a leash at all times when on common property.
 - b. pet droppings on or near the common elements or exclusive common areas use shall be removed

immediately;

c. grass and shrubbery damaged by pets shall be replaced at the expense of the owner of the pet.

11. A reasonable level of volume and bass shall be used on stereos and TV's, particularly between the hours of 10 PM and 8 AM

C. PARKING

1. No parking of a motor vehicle on any section of the Courtyard except for unit driveway. This is a requirement of local fire regulations and may be enforced by towing the offending vehicle to a local compound at the owner's expense.
2. The following vehicles shall not be parked on any portion of the common element, including driveways:
 - * Commercial vehicles except in the course of normal deliveries or service calls
 - * Snowmobiles
 - * Boats and boat trailers
 - * Mobile homes, campers or trailers of any type, including motor homes.

Parking may be available at the end of old Greenfield Road. This is **City Of Ottawa property** and vehicles left over three hours during the day, Monday to Friday, may receive 'Parking Tickets'.

3. Residents shall provide every assistance during snow removal operations by keeping roadways and parking spaces free of vehicles during snow removal operations.

D. FIRE SECURITY

1. An owner shall not do anything, or permit anything to be done, in his or her unit or on the common elements including vehicle parking, or bring or keep anything therein, which will conflict with the laws relating to fire, or with the regulations of the Fire Department having jurisdiction.

E. DEBRIS, REFUSE AND GARBAGE

1. All debris, refuse or garbage shall be placed in large plastic garbage bags, tied securely and deposited in designated areas (where provided). Grocery store plastic bags are not acceptable.

F. ENFORCEMENT

1. The interpretation, meaning or application of these rules and regulations shall be determined by the Board.
2. If, in the opinion of the Board, an owner contravenes any of these rules and regulations, such owner may be directed to take remedial action.
3. Any loss, cost or damages incurred by the Corporation by reason of a breach, by any owner, of any of these rules or regulations shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.
4. No decision of the Board shall take effect until the owner or owners have been notified in writing.

4. Grievance and Violation Procedures

In case of violation of our rules and regulations, complaints and grievances are to be forwarded in writing (or by telephone if minor) to a member of the Board of Directors or the Condominium Management Firm.

Note: Although the Board of Directors manages the affairs of the Corporation, they are not all-seeing or all-knowing. It is the responsibility of each resident to be concerned about our home. Please get involved by joining a committee; reporting hazards, defects etc.; abiding by the Rules and Regulations; and offering advice on your area of expertise. It only takes a minute or two to protect your investment and maintain a secure, comfortable home.

ANNEX "A"

INDICATIVE CORPORATION V.S. UNIT OWNER RESPONSIBILITIES

CORPORATION

- fitting of doors
- fitting of windows
- caulking
- bollards and bumper curbs
- main box electrical problems
- main water services
- common element light bulbs
- flashing
- shingles
- front steps and walkways
- cleanliness of driveway and front step areas
- snow removal
- landscaping common elements
- exterior painting

OWNER

- door locks/handles
- screen doors and all screening
- window handles and mechanisms
- broken windows, glass
- interior wiring
- interior plumbing
- exclusive use bulbs and globes
- weather-stripping
- any damage caused to common elements by owner/visitor
- landscaping of exclusive use areas

ANNEX B

BOARD OF DIRECTORS

President /Treasurer

Vice-President

Secretary

Member

Member

ANNEX C

date:

LEASING AGREEMENT - Carleton Condominium #296

"I, (The tenant(s)), covenant and agree that I, the members of my household and my guests from time to time, will, in using the unit rented by me, comply with the Condominium Act, the Declaration and the By-Laws, and all rules and regulations of the Condominium Corporation, during the term of my tenancy and I further agree that I shall be liable for the payment of the common expenses upon being notified by the Corporation that the owner is in default in payment of common expenses, and I shall be at liberty to deduct from the rent payable to the owner, the owner's share of the common expenses, and I shall pay said share of common expenses to the Corporation."

signed:

(Please Print Name, Phone #)

Tenant

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