

CONDOMINIUM RULES

[Resolution passed at Board of Directors meeting on March 27, 2014]

Introduction

The following Rules respecting the use of the common elements and units are made to promote the safety, security and welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. **All previous Rules are hereby repealed.**

The Corporation may pass additional Rules or amend or delete existing Rules from time to time in accordance with the *Condominium Act, 1998*.

Definitions

Owner: Shall include owners, their families, visitors, agents, tenants and occupants of the unit.

Common Elements: All the property except the units.

Exclusive Use Areas: That part of the common elements of which an owner has exclusive use which is adjacent to a unit.

Any other words and phrases which are defined in the *Condominium Act, 1998* (as amended from time to time), or the Regulations thereunder or any successor thereto, ("the Act") shall have ascribed to them the meanings set out in the Act.

1. General

1.1 Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, his or her family, guests, servants, agents, tenants or occupants of his or her unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses. Without limiting the generality of the foregoing, such losses, costs or damages shall include, but shall not necessarily be limited to, the following:

(a) All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, these Rules;

1.2 No restriction, condition, obligation or provision contained in any Rule or Rules of the Corporation shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

- 1.3 Each of these Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these Rules shall not impair or affect in any manner the validity, enforceability, or effect of the remaining part of that Rule (if appropriate) or of the Rules, and in such event, the other part of the Rule (if appropriate) or the other Rules shall continue in full force and effect as if such invalid Rule or part of a Rule had never been included herein.
- 1.4 If a Rule is inconsistent with the provisions of the Declaration or By-Laws of the Corporation, the provisions of the Declaration and By-Laws shall prevail and the Rule shall be deemed to be amended accordingly.

2. **General Prohibitions**

- 2.1 No owner shall do anything, or permit anything to be done, on the property that is contrary to any Provincial or Federal Statute (including Canada's Criminal Code), or Municipal By-law or any Rules, Regulations or Ordinances passed under any Statute or Municipal By-law.
- 2.2 No owner shall do or permit anything to be done in his or her unit or bring or keep anything therein which in any way will:
- (a) increase the risk of fire or the rate of fire insurance on the building, or on property kept herein;
 - (b) obstruct or interfere with the rights of other owners, or in any way injure or annoy them;
 - (c) conflict with the laws relating to fire or with the Regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner;
 - (d) conflict with any Rules or ordinances of the Board of Health or with any statute or municipal by-law.
- 2.3 Owners shall be responsible for any increase in insurance premiums on any of the corporation's insurance policies which result from any act or omission of the owner or the owner's family, visitors, agents, tenants or occupants of the unit. Any such amounts shall be recoverable by the corporation in accordance with Rule 1.1.

3. **Air Conditioners (Window)**

- 3.1 A ventilator or air conditioner may be installed in any unit, subject to the location and manner of installation being approved in writing by the Corporation. If a/c's are installed, they must not be installed prior to May 1 and must be removed no later than October 31. The air conditioner must be properly braced to prevent tipping. The owner must ensure

that the air conditioner does not leak condensation, does not create unreasonable noise, and is not unsightly. Any damage caused to the window sill, the exterior wall or any other portions of the property is the responsibility of the owner. Only Plexiglas is permitted to be placed in window openings where an air conditioner is installed. The installation of A/C units in Court facing windows is not allowed, for aesthetic reasons. The Corporation may make an exception to this restriction for legitimate medical reasons.

4. **Electrical Circuits**

4.1 Owners shall not overload existing electrical circuits.

5. **Exclusive Use Areas**

5.1 Owners shall keep their exclusive use areas clean and tidy. Carport areas shall not be used for storage.

5.2 Subject to any municipal by-law or other applicable regulations, owners can barbecue in their rear yard areas. Both barbecuing and the storage of barbecues and/or propane tanks in the carports **are prohibited.**

6. **Exterior Decorations**

6.1 Exterior electrical Christmas decorations must not be installed prior to November 1 and must be removed no later than March 15th. Exterior electrical Christmas decorations are only to be lit between December 1 and January 31. The Owner must ensure that the electrical decorations are CSA approved and in good working order.

7. **Fences**

7.1 Owners shall not attach anything to any of the fences on the property and shall not hang or place any article on any fence.

8. **Garbage**

8.1 General

- (a) No owner shall place, leave or permit to be placed or left in or upon the common elements including those of which he/she has the exclusive use, any debris, refuse or garbage, except on days designated by the City of Ottawa as garbage pick-up

days and in accordance with the instructions of the Board. Such debris, refuse or garbage shall be contained in properly secured containers.

- (b) Garbage shall be stored inside each unit or in secure containers in the carport area. Garbage is not to be stored on the common elements in bags only.
- (c) Garbage must be placed in designated pick-up areas, securely fastened in bags.
- (d) Garbage containers, green bins and recycling bins are to be picked up promptly by residents once garbage and/or recycling pickup is completed.

8.2 Strict Sanitary Conditions

Owners must maintain strict sanitary conditions at all times.

9. **Insurance (Commercial Liability)**

Any unit owner or resident operating from his/her unit any type of commercial operation (with commercial operation being defined as “*any operation where there is money being earned*”) MUST carry Commercial General Liability Insurance in an amount not less than \$2 million, for his/her own protection and for the protection of CCC#31

10. **Items on Common Elements***

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

- 10.1 Nothing shall be placed on the outside of window sills, projections, railings or other external parts of the buildings without the prior written consent of the Board.
- 10.2 No awnings, shades, shutters, screens or blinds shall be erected over or outside of any window, door, porch or patio, without the prior written consent of the Board.
- 10.3 Hanging or drying of clothes is allowed on the exclusive use backyard common elements only. Only umbrella type clothes lines are permitted and must be closed after each use.
- 10.4 No building or structure or fence or tent and no trailer, motor home or camper, either with or without living, sleeping or eating accommodation, shall be placed, erected, located, kept or maintained on the common elements including exclusive use areas, without the prior written consent of the Board.

- 10.5 Generally, no unit owner shall make any change to the common elements or exclusive use areas without the prior written consent thereto of the Board, and subject to the Act and the Declaration.
- 10.6 No articles or personal effects shall be left or stored on the common elements or exclusive use areas except motor vehicles properly parked in accordance with these Rules and other articles permitted in accordance with the Act and the Corporation's Declaration, By-laws and Rules.
- 10.7 No part of the common elements or exclusive use areas shall be used for the erection, placing or maintenance of incinerators, garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, gardens or other vegetation or for the disposal of rubbish, garbage or waste, without the prior written consent of the Board.
- 10.8 Any item on the common elements in contravention of these Rules may be removed by the Board at the risk and expense of the owner of the item.
- 10.9 Permitted Modifications to Common Elements

The following modifications are permitted under the Corporation's By-laws, subject to the requirements of the By-laws:

Installation of Central Air Conditioners

Installation of Decks/Patios

Installation of Storm/Screen Doors:

Installation of Sheds

Installation of Fencing

Installation of external venting for high efficiency furnaces

11. Landscaping

- 11.1 No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.
- 11.2 Any landscaping improvements done by an individual unit owner are the responsibility of the individual unit owner to maintain, replace and prune or provide any other such care as required.

12. Lawn Cutting and Maintenance

- 12.1 Any owner with a closed in rear yard must ensure that the lawn cutting crew has access to the yard to perform their work. The Corporation reserves the right to take the necessary action to provide access, if access is not available.

13. Lease of Unit

- 13.1 The common elements, including the various amenities, are available for the use of the residents and their invitees. When an owner leases a unit, the tenant acquires all of the owner's rights and obligations to use the common elements and the landlord gives up these rights.

The landlord has only the following rights to attend at the property:

- (a) to exercise his or her rights and responsibilities as a landlord; and,
- (b) to fill the role of visitor, upon invitation of a resident.

14. Noise

- 14.1 No owner shall create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants and persons having business with them.
- 14.2 No noise, caused by any instrument or other device, or otherwise, which in the opinion of the Board may disturb the comfort of the other owners, is permitted.

Owners shall exercise reasonable care about making noise which may disturb the quiet enjoyment and comfort of other residents. This includes, but is not limited to, the use of musical instruments, radios, televisions and amplifiers. Furthermore, the use of power tools, hammers, drills, saws and similar items is restricted to the hours between 7:00 a.m. and 9:00 p.m., Monday through Saturday and between 9:00 a.m. and 6:00 p.m. on Sunday.

15. Notice to Corporation of Defects, Symptoms or Accidents

- 15.1 Owners shall give the Corporation prompt written notice of the following:
- (a) any structural, mechanical or other defect affecting the property, including any defect in the water pipes, heating system or electrical systems, etc.;
 - (b) any accident occurring on or in relation to the property; and,

- (c) any symptom of a possible problem, such as water penetration, water seepage or leakage, cracks, unusual sounds or noises, smoke or odours.

16. Offensive Materials

- 16.1 The storage of flammables, combustibles, hazardous materials, explosives, and firearms must be in accordance with all applicable codes and regulations and all applicable insurance policies.

17. Parking

- 17.1 No motor vehicle, other than a private passenger vehicle or motorcycle shall be parked on any part of the property (including any part thereof of which any owner may have the exclusive use) and no motor vehicle shall be parked or driven on any part of the property other than on a driveway or parking space.
- 17.2 No motor vehicle, RV, tent, boat or trailer, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be left on any part of the common elements except motor vehicles properly parked in accordance with these rules.
- 17.3 No substantial repairs or adjustments to motor vehicles may be carried out on the property.
- 17.4 A protective pad shall be placed beneath the kickstand of all motorcycles when parked in a parking space.
- 17.5 No vehicle shall be parked at any time in designated fire lanes or in front of the Corporation office or in any other areas designated as "No Parking" zones.
- 17.6 Each resident has one parking spot in his/her carport area. In addition, each resident is allowed the use of one additional parking spot (if a spot is available) in the areas around the center island and at the east and west ends of the property. The additional parking spot must be registered with the Board of Directors and the vehicle must display a special parking permit at all times.
- 17.7 No motor vehicle shall be parked in any of the spaces mentioned in 17.6 for a period in excess of forty-eight consecutive hours, without being moved.
- 17.8 No private passenger automobile which is not being used from day to day shall be parked or located upon the Common Elements.
- 17.9 Only road-worthy, plated and insured motor vehicles shall be kept on the property. Parking spaces are designed for operating vehicles; any cars, trucks or other vehicles deemed to be abandoned or unsightly by the Board are not permitted on the property.

All vehicles on the property must be in a proper state of repair and in proper operating condition. Without limiting the generality of the foregoing, vehicles must not leak oil or other fluids.

- 17.10 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.
- 17.11 No commercial vehicle which has a gross vehicle weight when unloaded of more than 3,000 kilograms, or more than four wheels, shall be allowed on any part of the property except with the written consent of the Board of Directors, such consent not to be unreasonably withheld. Commercial vehicles during the performance of their work ARE allowed on the property. This would include, but not be limited to, delivery trucks, garbage trucks, and contractors doing work for the Corporation.
- 17.12 If required by weather conditions, during the winter season, all vehicles must be moved by the vehicle owners to allow for snow removal operations. Vehicle owners will be notified when snow removal operations will commence. Unless special permission is given, in advance, by the Board of Directors, vehicles not moved will be removed from the Common Elements at the owner's risk and cost.
- 17.13 Visitor parking may not be used by residents of the property.

18. Pets

- 18.1 For the purposes of this Rule, "pet" means an animal which may be kept in a residence under the terms of the applicable by-laws of the municipality.
- 18.2 No animal, livestock or fowl other than a pet shall be kept in any unit or on the common elements. All pets must be licensed, if required by municipal by-law or other statute or regulation.
- 18.3 No pet that, based on reasonable grounds, is deemed by the Board to be a nuisance shall be kept by any person in any unit or in any other part of the property. Any person who keeps such a pet on the property, or any part thereof, or who is otherwise determined by the Board to be in violation of these Rules shall, within two (2) weeks of receipt of written notice from the Board requesting the removal of such pet, permanently remove such pet from the property.
- 18.4 When on the common elements all pets shall be in the custody and care of a responsible person and carried or on a leash.
- 18.5 All pet droppings on common elements are to be promptly removed by the pet owner. The pet owner is responsible for ensuring that the municipal "poop and scoop" by-law is respected.
- 18.6 No more than a total of two pets are permitted in any unit.

- 18.7 Owners are responsible for all damage caused to the property by their pet(s). All costs incurred by the corporation to rectify any such damage shall be collectible in accordance with Rule No. 1.1

19. Sidewalks, etc.

- 19.1 The walkways and driveways used in common by the owners shall not be obstructed by any of the owners or their personal effects or used by them for any purpose other than for ingress and egress to and from their respective units or parking areas.

20. Signage

- 20.1 No sign, advertisement, notice or illumination of any kind shall be inscribed, painted, affixed or placed on any part of the outside of the buildings or common elements, without the prior written consent of the Board. The usual "For Sale" signs are permitted to be installed in accordance with the instructions of the Board.

21. Snow Removal

- 21.1 Each unit owner shall keep the driveway forming a part of his/her exclusive use area leading from his/her front door to the roadway in front of his/her unit clear of snow.

22. Television Antennae/Satellite Dish

- 22.1 No antenna, aerial, tower or similar structure (including a satellite dish) and appurtenances thereto shall be erected or fastened to any unit or on to any portion of the common elements, except with the written consent of the Corporation. No cable shall be strung on any part of the common elements, except with the written consent of the Board.

23. Water and Plumbing

- 23.1 Any damage resulting from the misuse or from unusual or unreasonable use of water closets, toilets, sinks, bathtubs, drains and other water fixtures and apparatus shall be borne by the owner who caused such damage.
- 23.2 Water shall not be left running unless in actual use. Owners shall take all reasonable measures to conserve water.