

CARLETON CONDOMINIUM CORPORATION NO. 353

RULES AND REGULATIONS

The following rules and regulations shall be observed by the owners and the term “owner” shall include the owner or any other person occupying the unit with the owner’s approval:

RULE 1 DEFINITIONS:

1.01 Words used in these Rules which are defined in the Condominium Act, R.S.O. 1990, c. C. 26 and all amendments thereto (hereinafter referred to as “the Act”), shall have the same meaning as in the Act unless otherwise specified.

“**Agent**” means a person or people to whom the Board has delegated responsibility and authority to carry out some or all of the terms of these Rules.

“**Board**” means the Board of Directors of the condominium development.

“**Business**” means any activity, undertaking, service, venture or action of a commercial, professional, voluntary, charitable or non-profit nature. References to business activities being conducted, undertaken, done, performed or otherwise actively participated in shall mean such activities at the condominium development or any part thereof.

“**Common elements areas**” means the common elements areas of the condominium development.

“**Condominium development**” means the all of the units and common elements which are collectively described as follows:

In the City of Gloucester, in the Regional Municipality of Ottawa-Carleton, formerly in the Township of Gloucester, in the Regional Municipality of Ottawa-Carleton, being composed of part of Lot 15, Concession 1 (Ottawa Front) of the Geographic Township of Gloucester, designated as Parts 1 and 2 on Reference Plan 4R-5402, deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton at Ottawa.

Being all of Parcel 15 – 1, Section Gloucester 1, Ottawa Front.

SUBJECT TO an easement, described in Instrument NS 229901, (462306 L.T.) in favour of THE HYDRO ELECTRIC COMMISSION OF THE CITY OF OTTAWA, its successors and assigns over part of the said Lot 15 designated as Part 2 on Plan 4R-5402.

“Equipment” includes equipment of any and every sort, without limitation, whether it is used in the business conducted by the occupant of a unit or not.

“Goods” means any tangible items including, without limitation, inventory, supplies, raw materials, items of any and every kind being delivered to or from the owner or occupant of a unit and property of every other sort, except real property. “Goods” includes, but is not limited to, any and all items which are not included in the definition of “equipment” or “vehicles.”

“Occupant” means the owner of one or more of the units in the condominium development. Where a unit is occupied by a person or entity other than the owner, “occupant” shall mean the person or entity occupying the unit.

“Vehicles” means:

- (a) automobiles of every sort including, without limitation, private passenger vehicles, commercial vehicles, trucks, earth-digging equipment, earth-moving equipment, tractors, drilling and boring equipment, and every other kind of vehicle which is capable of travelling between two (2) locations under its own power and by using its own motive apparatus; and,
- (b) machinery, equipment, vehicles, trailers, boats and every other thing by which people, goods or equipment may be conveyed from one location not another, but which are not included in the definition set forth in sub-paragraph (a) of this definition.

RULE 2 USE OF COMMON ELEMENTS AREAS:

2.01 The common elements areas shall not be used for:

- (a) leaving or storing goods or equipment;
- (b) conducting any business or providing any service;
- (c) parking, storing or otherwise leaving vehicles, unless they are parked in designated parking spaces for one or more of the purposes set forth in sub-paragraph 2.04 of these Rules
- (d) examining, assembling, disassembling, repairing, constructing, reconstructing or refinishing vehicles, in whole or in part; or,
- (e) conducting the purchase or sale, or other disposition or acquisition, of goods, equipment or vehicles.

- 2.02 All goods and equipment brought onto the condominium development shall be left or stored inside the units to which they have been delivered or brought. All business activities shall be conducted and all services shall be provided inside the unit or units occupied by the person or entity conducting that business, or at other locations beyond the boundaries of the condominium development.
- 2.03 No occupant shall invite, permit, acquiesce in or in any other way be associated with the conduct of any activity described in paragraph 2.01 of these Rules by any third party including, without limitation, any employee, sub-contractor, customer, invitee or tenant of the occupant. Each occupant shall advise all such third parties that they are not permitted to act in contravention of these Rules.
- 2.04 These Rules shall not be construed to prevent vehicles being at the condominium development if they are parked, stored or left in designated parking areas and they:
- (a) are actively being used to transport people or goods and equipment in the conduct of a business operated by an occupant, and are reasonably necessary for the conduct of that business at the condominium development; or,
 - (b) have been brought or delivered to the condominium development for examination, assembly, disassembly, repair, construction, reconstruction or refinishing and that work or service is to be performed entirely:
 - (i) within one or more units of the condominium development; and,
 - (ii) by an occupant, or by an employee or sub-contractor of an occupant; and
 - (iii) within five (5) calendar days after the vehicle is delivered or brought to the condominium development;
 - (c) are owned by an occupant, or by an employee or sub-contractor of the occupant, who parks the vehicle at the condominium development during business hours while attending at the condominium development to deal with the unit or units owned or occupied by that occupant or at which the business of that occupant is being conducted, if the vehicle is removed at all other times;
 - (d) are owned by a customer or invitee of an occupant who parks the vehicle at the condominium development during business hours while attending at the condominium development to deal with a business which is being carried on in one or more of those units, if the vehicle is removed at all other times.

RULE 3 **POWERS OF THE BOARD OF DIRECTORS:**

3.01 The Board may:

- (a) remove or cause to be removed any goods or equipment which are left or stored in the common elements areas;
- (b) take such steps as may be reasonably necessary to cause the removal or cessation of any business which is being conducted, in whole or in part, in the common elements area;
- (c) take such steps as may be reasonably necessary to cause the removal of any vehicle which has been parked, stored or left in the common elements areas and which does not fall within one or more of the categories set forth in paragraph 2.04 of these Rules and,
- (d) by resolution, delegate to any person or entity the responsibility and authority to carry into effect the provisions of sub-paragraphs (a), (b) and (c) of these Rules.

3.02 Where, pursuant to sub-paragraph 3.01 of these Rules:

- (a) goods or equipment which belong to an occupant are to be removed from common elements areas;
- (b) any business which is being conducted, in whole or in part, in the common elements areas by an occupant, is to be removed from those areas or is to be discontinued;
- (c) any vehicle owned by an occupant which has been parked, left or stored in the common elements areas and which does not fall within one or more of the categories set forth in paragraph 2.04 of these Rules is to be removed from the common elements areas,

the following provisions shall apply:

- (d) If that occupant has not previously been given notice of the impending removal of the goods, equipment, vehicles or business, or of other goods, equipment vehicles or business, the Board or its agent shall give to that occupant written notice of the failure to comply with the terms of these Rules and the impending removal, not less than forty-eight (48) hours before any other steps are taken to remove them. The notice shall inform the recipient, inter alia, that subsequent breaches of these Rules may result in the removal of goods or equipment, business activities or vehicles which are the subject of the subsequent breach or breaches, without further notice to that occupant.

- (e) If that occupant has previously been given notice of the impending removal of the goods, equipment, vehicles or business, or of other goods, equipment vehicles or business, the Board or its agent may remove them or cause them to be removed from the common elements areas without further notice to that occupant or to any other person, or with such notice as the Board of Directors or its agent considers to be reasonable.

3.03 Where goods or equipment, business operations or a vehicle which do not belong to an occupant are to be removed from common elements areas pursuant to sub-paragraph 3.01 of these Rules the following provisions shall apply:

- (a) If the owner of them is known to the Board, the Board or its agent shall give notice to that owner to remove them within a time limit established by the Board or its agent. The notice may be written or oral, and may be delivered in such manner as the Board or its agent deems appropriate.
- (b) If the owner of them is unknown to the Board, the Board or its agent shall give notice to each occupant of a unit of the condominium development:
 - (i) identifying the goods, equipment, business or vehicles and their location in the common elements;
 - (ii) stating that they are present in the common elements areas in contravention of these Rules and that the owner of them is unknown to the Board;
 - (iii) stipulating a time limit by which they are to be removed from the common elements areas, which shall not be less than three (3) business days; and,
 - (iv) advising the recipient that they are to be removed from the condominium development forthwith after the expiry of the time limit unless the owner of them makes other arrangements with the Board prior to that time,

and upon the expiry of that time limit the Board or its agent may remove the said goods, equipment, business operations or vehicles, or may cause them to be removed from the common elements areas, in such manner as the Board deems to be reasonable, and the Board may make such arrangements for the storage or disposition of them as it deems to be reasonable.

RULE 4 COSTS OF REMOVAL:

4.01 Where any goods, business or vehicles which belong to an owner or occupant are to be removed from common elements areas pursuant to sub-paragraph 3.01 of these Rules the cost of the removal of them, and all costs and expenses of every sort related to the removal of them, including (but not limited to), cartage, storage and legal costs and expenses, shall constitute a charge upon the unit or units which are owned or occupied by the owner of the goods or equipment, and payment thereof may be enforced in the same manner as the common elements charges applicable to the said unit or units.

RULE 5 NOTICE PROVISIONS:

5.01 Where a notice is required to be given to an occupant pursuant to the terms of these Rules, the notice shall meet the following criteria:

- (a) it shall be in writing, signed by a person who is authorized to sign such notices on behalf of the condominium development;
- (b) it shall be delivered to the occupant by one of the following methods:
 - (i) registered mail, in which case it shall be deemed to have been received by the occupant on the third (3rd) day following the day on which it was sent;
 - (ii) courier, in which case it shall be deemed to have been received by the occupant on the second (2nd) day following the day on which it was sent;
 - (iii) hand-delivery by an agent of the Board, in which case it shall be deemed to have been received on the day on which it was delivered.

RULE 6 SIGNS:

6.01 No sign, advertisement or notice, other than the usual signs offering a unit for sale or rent with dimensions not exceeding two feet by three feet, shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever without the prior written consent of the board.

RULE 7 AWNINGS AND SHADES:

7.01 No awnings or shades shall be erected over and outside of the windows or balconies without the prior written consent of the board.

RULE 8 RISK OF FIRE AND INSURANCE RATE:

8.01 No owner shall do or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of insurance on any building, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or 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 or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.

RULE 9 WINDOW SILLS AND PROJECTIONS:

9.01 Nothing shall be placed on the outside of window sills or projections.

RULE 10 WATER:

10.01 Water shall not be left running unless in actual use.

RULE 11 DEBRIS IN COMMON ELEMENTS:

11.01 No owner shall place, leave or permit to be placed or left in or upon the common elements, including those of which he has the exclusive use, any debris or refuse, and owners shall tightly wrap all garbage in paper and place the same in the container provided for such purpose, or as otherwise directed by an agent of the board, and the owner must maintain strict sanitary conditions at all times.

RULE 12 NOISE AND NUISANCE:

12.01 Owners, their families, guests, visitors and servants shall not 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.

RULE 13 ITEMS THROWN OUT OF WINDOWS/DOORS:

13.01 Nothing shall be thrown out of the windows or doors of the buildings.

RULE 14 ANIMALS:

14.01 No animal, livestock or fowl other than domestic animal kept as a pet shall be kept on the property and no pet that is deemed by the board or manager, in its absolute discretion, to be a nuisance shall be kept by any owner of any unit or in any other part of the property.

RULE 15 ELECTRICAL CIRCUITS:

15.01 Owners shall not overload existing electrical circuits.

RULE 16 AUCTION SALES:

16.01 No auction sale shall be held on the property.

RULE 17 COMBUSTIBLE GOODS:

17.01 No stores of coal or any combustible or offensive goods, provisions or materials shall be kept on the property.

RULE 18 NOISE:

18.01 No noise, caused by an instrument or other device, or otherwise, which in the opinion of the board may be calculated to disturb the comfort of the other owners shall be permitted.

RULE 19 WALKWAYS:

19.01 The sidewalks, entry, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.

RULE 20 MOTOR VEHICLES ON COMMON ELEMENTS:

20.01 No motor vehicle, other than a private passenger automobile, station wagon or commercial vehicle other than a one-half ton pick-up truck, shall be parked on any part of the common elements (including any part thereof which any owner may have the exclusive use) nor shall any repairs be made to such motor vehicles on the common elements and no motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.

RULE 21 DESIGNATED PARKING SPACES:

21.01 No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements other than on a designated parking space.

RULE 22 ANTENNAE, AERIALS, AND TOWERS:

22.01 No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit or the common elements, except for in connection with a common television cable system.

RULE 23 LANDSCAPING:

23.01 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.

RULE 24 TEMPORARY LODGING:

24.01 No building or structure or tent shall be erected and no trailer either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements.

RULE 25 DAMAGES FROM BREACH OF RULES OR REGULATIONS:

25.01 Any loss, cost or damages incurred by the corporation by reason of a breach of any rules and regulations in force from time to time by any owner, his family, guests, servants, agents or occupants of his unit shall be borne by such owner and may be recovered by the corporation against such owner in the same manner as common expenses.

DATED July 16, 2019 (passed at AGM)