

CARLETON CONDOMINIUM CORPORATION NO. 42
(“the Corporation”)

CONDOMINIUM RULES respecting USE OF UNITS
[Date of Board Resolution _____]

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.

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.

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 these Rules 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;
 - (b) An administration fee in the amount of \$50.00, to be payable to the Corporation for any violation of these Rules that continues after initial notice has been sent, and further administration fees of \$50.00 per month, for each month during which the violation continues or is repeated.
- 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. Use of the Units

- 2.1 Article IV(1)(a) of the corporation's Declaration includes the following:

Each unit shall be occupied and used only as a private single family residence and for no other purpose, provided, however that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all units have been sold by the Declarant.

- 2.2 For the purposes of Article IV(1)(a) of the Declaration, a "private single family residence" means a unit occupied or intended to be occupied as a residence by one family alone, including guests and containing one kitchen.,

2.3 Definition of "family"

In the Declaration and these Rules, a "family" means either:

- (a) A social unit consisting of parent(s) and their children, whether natural or adopted and includes other relatives if living with the primary group;
- (b) A person who is living alone;
- (c) Two persons who are married to one another or are living together in a conjugal relationship;
- (d) Two or more persons who are siblings of one another;
- (e) Two or more persons who are all owners of the unit; OR
- (f) Two or more unrelated persons, provided it is clear that their collective intention is to live together permanently.

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(g) One roomer or boarder who does not otherwise satisfy any of the above paragraphs. For this purpose, a “boarder” is a person to whom room and board are regularly supplied for consideration and a “roomer” is a person to whom a room is regularly supplied for consideration.

Note: A family, as defined above, can also include one or more persons who are living in the unit in order provide care or assistance to a member of the family, or to receive care or assistance from the family.

2.4 Grandfathering of existing occupants

Notwithstanding the foregoing, this Rule shall not apply to prevent an occupant who does not meet the above definition of family (who was occupying one of the units on the effective date of this Rule) from continuing to occupy the unit, PROVIDED THAT within 30 days of the effective date of this Rule:

- (a) The condominium corporation receives written notice (signed by the occupant) stating that the occupant was residing in the unit on the effective date of this Rule; AND
- (b) In the case of a tenant, the landlord has complied with Section 83 of the Act in relation to the particular tenancy and the tenant has also signed the agreement required by Article IV(1)(a) of the Declaration.

2.5 Enforcement

In order to assist the corporation in enforcing this Rule, any occupant of a unit shall, upon request from the corporation, provide to the corporation a written statement listing the names and ages of all occupants of the unit, and the relationship of those occupants to one another.