

**FOREST POINTE II Carleton
Condominium Corporation #443**

Ottawa (Orleans), Ontario

**RULES, REGULATIONS AND
POLICIES**

This information booklet has been provided to assist residents of C.C.C. #443 in locating services and functions relevant to our community. It remains the property of the unit owner and a copy should be provided to the tenant, if the unit is rented. This booklet should be kept up to date by inserting new leaflets and information provided from time to time by Deerpark Management Ltd. and the Board.

The Rules, Regulations and Policies of Corporation are also subject to the By-Laws and Declaration of the Corporation.

Please contact Deerpark Management or any member of the Board members if additional information or further clarification is required.

As well, if there are items which are not covered herein, please bring them to the Board's attention for their review.

The Board of Directors

May 1989
Rules Amended June 21, 1989 by Special Meeting
Other Information Amended January 1991
Rules Amended December 30, 1991 by Board Order

COMMUNITY INFORMATION

Emergency Number (Police, Fire, Ambulance)	9-1-1
LIFE THREATENING, CRIME IN PROGRESS	
Ottawa Police, Other emergencies	613-230-6211
Hospitals	
Civic Hospital (Carling Avenue)	613-725-4000
Ottawa General Hospital (Smyth Road)	613-737-7777
Riverside Hospital (Riverside Drive)	613-738-7100
Children's Hospital (Children to 16yrs-Smyth Road)	613-737-7600
Montfort Hospital (Montreal Road)	613-746-4621
Poison Control Centre	613-737-1100
Ottawa Distress Centre (24hrs/day)	613-238-3311
Rape Crisis Centre	613-562-2333
Sexual Assault Support Centre	613-738-3762
Shelter for Abused Women.....	613-234-5181
Child Abuse	613-747-7800
City of Ottawa - All Enquiries/Bylaw.....	3-1-1
Deerpark Management.....	613-745-2389
Hours: 8:30 a.m. to 4:30 p.m.Mon-Thurs; 8:30 a.m.-2:00 p.m. Fri	
Fax: 613-745-2400	
Property Manager: dmacewen.deerpark@rogers.com	
Company: Deerparkmanagement@rogers.com	
Website: WWW.deerpark.ca	
Carleton Parking.....	613-

Your Board of Directors are:

2010:

Terry Gostlin	President
John Hutchinson	Treasurer
Guy Paquet	Secretary
Timothy Hoffman	Director

The management company responsible for our neighbourhood is:

Deerpark Management Ltd.

52 - 5450 Canotek Road

Ottawa, ON K1J 9G3

ph: 613-745-2389

fax: 613-745-2400

Property Manager: Debbie MacEwen (dmacewen@deerpark.ca)

Any requests to the Board of Directors (ie exterior modifications, satellite dishes, etc. must be made in writing (using Acknowledgement Respecting Modification to Common Element form at the end of the Rules and Regulations) and addressed to:

The Board of Directors

Carleton Condominium Corporation #443

c/o Deerpark Management Limited

52-5450 Canotek Road

Ottawa, ON K1J 9G3

Written authorization must be received before any order placed/materials purchased before the modification can be made. This is especially important because the authorization must be placed in unit files and often there are specifications which must be followed.

Requests for visitors parking:

Less than 3 days out of a 7-day period: Carleton Parking 613-720-5021

More than 3 consecutive days: Deerpark during business hours 613-745-2389

Requests for extra (paid) monthly parking: Deerpark Management 613-745-2389

INDEX

I GENERAL RULES

- Parking
- Pet Control Landscaping
 - General Comments
 - Front Lawns
 - Back Yards
- Garbage

II MAINTENANCE POLICIES

- General Information
- Categories of General Repairs
 - Emergencies
- Repair Service Charges
- Corporation/Unit Owner Maintenance Responsibilities
 - Corporation
 - Owner
- Interior Damage Policy Insurance Deductible
- Snow Removal

III ARCHITECTURAL POLICIES

- Unit Owner's Liability
- Request for Modification, Alteration or Addition
- Conditions for General Approval
 - Fences
 - Clotheslines
 - Doors
 - Garden Sheds
 - Air Conditioners & Heat Pumps
 - Fireplaces
 - Antenna/Satellite Dishes
 - Eavestroughs
 - Decks
 - Patio Stones/Interlocking Brick

Satellite Dish Rule

Acknowledgement to Modification to Common Elements form

GENERAL RULES

- 1.1 Parking
- 1.2 Pet Control
- 1.3 Landscaping Rules
 - 1. General Comments
 - 2. Front Lawns
 - 3. Back Yards
- 1.4 Garbage

1.1 PARKING

1. **VISITOR'S PARKING SPACES ARE TO BE USED BY NON-RESIDENT VISITORS ONLY.**

Owners and tenants are responsible to ensure that their visitors are parked in the designated visitors parking spots. Vehicles parked in visitors parking must register with Carleton Parking. For complete visitors parking information, see Carleton Parking sheet at the end of this package. Failure to abide by the foregoing parking rule will result in the vehicle being treated as being in violation of regulations.

2. Trailers, boats and other non-motorized vehicles are not permitted on Corporation property except for the express purpose of loading and unloading at which time they may be parked in a visitor's parking spot (see information above). Time so permitted shall be for the loading and unloading only. Violation of this rule will be treated as any other violation.
3. No major repairs to vehicles of any type or changing of oil, are permitted on Corporation property. Owners or tenants will be liable for any damage that may occur through their failure to comply with this rule.
4. Vehicles are not to be parked on Corporation property other than in designated parking areas. Vehicles parked in unauthorized areas shall be ticketed and/or towed away at the owners risk and expense. Parking in fire lanes is strictly prohibited.
5. Derelict vehicles which create a problem for snow removal or road maintenance will be towed away at the owner's risk and expense.
6. All cars must be parked within the yellow boundary lines which designate the parking area for each unit.
7. Violation of these rules will be dealt with at the Board's discretion by the Carleton Parking. Violations will result in vehicles being ticketed and/or towed from the Condominium property at the owner's risk and expense.
8. Motorcycles or bicycles owned by owners or tenants may be parked in their designated unit parking space in front of their vehicle (if their vehicle is small), or may be walked through to and kept in their backyard.
9. Additional parking spaces are available for a rental fee of for \$35 per month on a first-come, first-served basis. The property management firm can be contacted regarding additional parking.

1.2 PET CONTROL - Pet Owner's Responsibilities

1. At no time may a pet be allowed to roam freely and alone on the common-use areas of the Condominium.
2. When outside an owner's unit, a pet must be on a leash at all times and accompanied and controlled by a responsible person.

3. Freedom to roam without a leash must be confined to inside an owner's unit or rear exclusive use area, bearing in mind that the fence must be extended to ground level to prevent the pet from escaping.
4. It is incumbent upon each pet owner to ensure that their pet does not defoul or damage any common use area, or the exclusive use areas of other residents.
5. It is incumbent upon each pet owner to maintain noise levels at all times. Please note that Ottawa has a 24-hour noise bylaw.

NOTE: If it is necessary for the pet to defecate on any Common Element or Property of the Condominium, the owner (or custodian) will then immediately gather up the droppings in any way he chooses, and dispose of them within his own home enclosure. Excessive barking or other noise made by the pet must also be stopped by the owner in any effective way. This policy is in accordance with the City of Ottawa bylaw.

1.3 LANDSCAPING RULES

1. GENERAL COMMENTS

- a. Any resident who wishes to improve the landscape material in their yards must forward a written landscape plan to the Board for written approval. Trees are not allowed to be planted without written authorization.
- b. Owners or tenants are not allowed to plant flowers or any vegetation around the base of any trees, bushes or shrubs as planted by the Corporation.
- c. Owners and tenants are required at all times to maintain their exclusive-use lawns in good condition (ie water, repair holes and pet damage, etc.). The Board reserves the right to return the area to its original condition at the expense of the owner if maintenance is not kept up.

2. FRONT LAWNS

- a. (1) No lawn statues or similar ornaments are permitted;
(2) No storage of bicycles, lawn chairs, tents, toys, etc. is permitted.
- b. Flowers, within 36" of the foundation, are permitted.

3. BACK YARDS

- a. Flowers, within 36" of foundations, or on the inside of fences, are permitted.
- b. Edible vegetables may be grown in the backyard area but such vegetables may not exceed the height of the fence. If there is no

enclosing fence, vegetables may only be grown within 36" of the foundation wall. If there is an enclosing fence or hedge, vegetables may be within 36" of fence/hedge and foundation boundaries. Any owner or tenant wishing to exceed these limits must obtain Board approval.

- c. In the event that a garden is overrun with weeds, the Board reserves the right to restore the area to its original state at the expense of the owner.
- d. If you choose not to make your backyard accessible to landscapers, residents are responsible for the cutting/trimming and weeding of the grass to a height of 1-1/2 to 2-1/2 inches, including grass around the edge of flower beds.

1.4 GARBAGE

1. The owner shall not place, leave or permit to be placed or left in or upon the Common Elements, any debris, refuse or garbage, except on days designated by the City as garbage pick-up days when he/she shall directly carry or place same in the area designated by the Corporation as a central garbage depository. Such debris, refuse or garbage shall be contained in polyethylene or plastic garbage bags between the hours of 9:00 pm **Monday evening and 7:00 am Tuesday morning**. Should someone put their garbage out too late for any given pick-up, they will be required to return it to their own home enclosure until the next pick-up day. Garbage left lying around our streets and walkways is unsightly and unhealthy.
2. When a statutory holiday occurs, please check your newspaper to see if the regular garbage pick-up day has been changed.
3. No garbage will be permitted at the front of units.
4. All garbage kept in back yards must be placed in garbage cans (plastic or metal). Wooden containers are not permitted.

MAINTENANCE POLICIES

- 2.1 General Information
- 2.2 Categories of General Repairs
 - 1. Emergencies
- 2.3 Repair Service Charge
- 2.4 Corporation/Unit Owner Responsibilities
 - 1. Corporation
 - 2. Owner
- 2.5 Interior Damage Policy
- 2.6 Insurance Deductible Policy
- 2.7 Snow Removal

2.1 GENERAL INFORMATION

Generally, the Corporation is responsible for maintenance and repairs to all Common Elements. In the absence of an owner, the Board of Directors is empowered to undertake, at the owner's expense, the necessary repairs or remedial action to correct damage or prevent further damage to a unit that may affect the safety or security of the owner's unit, an adjoining unit or the Common Element.

2.2 CATEGORIES OF GENERAL RULES

1. EMERGENCY

Response: Immediate

Definition: Those repairs which, if not effected as soon as possible, could result in serious damage to property or constitute imminent danger to life.

Example situations are: loss of a number of roof shingles which cause (or would likely cause) immediate leakage to a unit, basement flooding, exposure of bare electrical wires, etc.

2. Problems with the individual units are the unit owner's responsibility. These are such things as plumbing and electrical problems, furnace repairs, wall and floor damage, *thermopane windows, screens, doors etc.*

2.3 REPAIR SERVICE CHARGES

A service charge, on a cost-recovery-basis, shall be charged to unit owners for service calls or repairs to Common Elements which are determined to be caused by or are the responsibility of a unit owner/tenant.

2.4 CORPORATION/UNIT OWNER MAINTENANCE RESPONSIBILITY

1. CORPORATION

- a. boundary fence repairs
- b. Common Element fixtures and signs
- c. roadways
- d. water mains
- e. sewers, excluding laterals
- f. Common Element landscaping

3. OWNER

- a. all maintenance to owner's unit including frozen pipes. Owners are responsible to pay the Insurance Deductible (\$2,500) on any insurance claims.
- b. any damage to Common Elements caused by owner/tenant
- c. all glass and screens
- d. *window and* door hardware (ie passage sets and locks)
- e. *mailboxes, rear* _____

2.5 INTERIOR DAMAGE POLICY

The Condominium Corporation will not assume any liability for interior damage to a unit. The Corporation has adopted a Insurance Deductible Bylaw and a Standard Unit Bylaw. Owners are responsible for the Master Insurance Policy deductible and are responsible for any unit improvements and personal property.

2.6 INSURANCE DEDUCTIBILITY POLICY

Where an Insurance claim against the Corporation's Policy is made by a unit owner for loss or damage to non-Common Elements within the unit, the claiming owner will be responsible for the first \$2,500.00 within the deductible portion of each claim. ~~Damage resulting from failure of Common Elements will not be subject to the \$250.00 deductible.~~

2.7 SNOW REMOVAL

1. Individual owners are responsible for the removal of snow from their steps and walkways to the Common Element sidewalk.
2. Any dangerous situation like ice build-up or poor clearing should be reported at once to our management firm.
3. Vehicles obstructing snow removal of Common Element roadways or causing hazard may be removed at the owner's risk and expense.
4. Snow remaining due to a vehicle obstructing snow removal must be removed by the owner.

III

ARCHITECTURAL POLICIES

Common Element / Unit Rules

- 3.1 General Policy
- 3.2 Request for Modification, Alteration or Addition
- 3.3 Conditions for General Approval
 - 1. Fencing/Hedging
 - 2. Clotheslines
 - 3. Storm Doors/Screens
 - 4. Garden Sheds
 - 5. Air Conditioners and Heat Pumps
 - 6. Fireplaces
 - 7. Furnaces
 - 8. Antenna/Satellite Dishes
 - 9. Eavestroughs
 - 10. Decks
 - 11. Patio Stones/Interlocking Brick

3.1 GENERAL POLICY

As any architectural changes to a unit may affect the safety or infringe on the rights of a neighbour and the Corporation, no owner or tenant shall make structural changes in or to their unit or install, plant or erect any hedging, fencing, garden shed or other erection (i.e. flower boxes or exterior hanging plants) on their unit or any part of the Common Elements without the consent of the Board. Such consent will not be unreasonably withheld; however, it must be emphasized that all alterations must be reviewed to ensure that:

- a. they do not affect any existing easement or right of way;
- b. do not infringe upon Common Elements;
- c. do not affect the Condominium's Insurance Policy; and
- d. are so constructed that there are no impediments or obstructions to the normal maintenance requirements for which the Corporation is responsible.

FAILURE TO OBSERVE THE ABOVE WILL RESULT IN THE CORPORATION BILLING AN OWNER DIRECTLY FOR SUCH COSTS AS MAY BE INCURRED BY THE CORPORATION TO CORRECT ANY UNACCEPTABLE SITUATION.

3.2 REQUEST FOR MODIFICATION, ALTERATION OR ADDITION

Requests for modification, alteration or addition to units must be submitted in writing, including plans and specifications as appropriate, to the Board. Requests are to be submitted using the Acknowledgement Respecting Modification to Common Elements form at the end of this package. Authorization may generally be expected within two (2) weeks of application.

NO WORK MAY BE UNDERTAKEN UNTIL SPECIFIC APPROVAL HAS BEEN RECEIVED IN THE FORM OF A LETTER FROM THE BOARD OF DIRECTORS.

3.3 CONDITIONS FOR GENERAL APPROVAL

General approval for the installation of the following, subject to the restrictions contained below, but please note that their installation is subject to the following conditions and the Policy "Unit Owners Liability" (see 3.1 above).

1. FENCING/HEDGING

No fencing or hedging shall be planted, erected or installed without the written consent of the Board, and notwithstanding such consent, such fencing or hedging shall not be installed in any location other than in accordance with the site plan filed by the Declarant with the Board.

All fencing shall be of uniform height per block and shall be constructed of cedar or pressure treated pine materials and shall be stained dark brown (Olympic Stain #714 or equivalent); failure to achieve a uniform height per block will result in a fence height of six feet (6'). Fence detailing must match

existing fencing and shall be installed at the end of the existing partition fences.

All hedging shall be of nursery height, having a maximum centre of sixteen inches (16") and a maximum height of six feet (6').

All owners are advised that any fencing/hedging added to the Common Element (exclusive use area) with the Board's consent, becomes the property of the Corporation.

The Corporation will assume liability for the maintenance of any approved fencing or hedging after a period of one (1) year provided that:

- a. The new fencing/hedging is installed in a professional and workman-like manner; and
- b. The new fencing/hedging is installed so it will be durable and lasting.

The Board reserves the right to repair, restore or replace any defective fencing or hedging at the owner's expense within the first year, if the owner, after reasonable notice, fails to repair, restore or replace the defective fencing or hedging.

2. CLOTHESLINES

No exterior clotheslines of any description are permitted.

3. STORM/SCREEN DOORS

General approval is given for the installation of a combination storm/screen door to the following specifications:

- a. the door must be at least 1-1/2" thick;
- b. pre-finished in white to match the existing door frame trim; and
- c. plain design with of approximately 2/3 glass to 1/3 metal.

Any other specifications are subject to the Board's approval.

4. GARDEN SHEDS

Metal garden sheds will be allowed within the exclusive sue area of the unit bounded by the partition fences provided that they do not exceed the surrounding fencing height.

Sheds may be green and white, or brown and white, or grey only.

Sheds must be properly fastened to the ground and levelled. They must be maintained and repaired, and must be so located as to ensure that any roof run-off does not affect a neighbour's property, boundary fence or foundations by water accumulation or erosion.

There are easements in some of the backyards and the shed must be able to be moved should the need arise.

Wooden sheds are not permitted.

Sheds must have a durable floor, but laying concrete is not permitted. Patio stones are permitted.

Sheds must be installed adjacent to a partition fence separating units, subject to the other rules herein and must not interfere with the gas lines. *Consumer's Gas* will not permit a shed or any installation within three feet (3') of the gas meters.

CALL BEFORE YOU DIG!!

5. AIR CONDITIONERS AND HEAT PUMPS

Air conditioners must be of a high quality and such standard as to minimize noise disturbance to neighbours. Plexiglass must be used for the installation of window air conditioners when the air conditioner does not fill the normally glassed area. Air conditioners must only be installed in windows in the back of the house. Condensers and heat pumps must go in the back yard.

When applying to the Board of Directors, the following information must be provided for the installation of central air conditioning or heat pumps:

- a. the type, make, model size and noise rating; and
- b. planned location.

A limit of 50 DBA is prescribed by municipal and provincial regulations for various air conditioners and heat pumps. This figure will be used for judging complaints based on the reception at the windows of neighbouring units.

6. FIREPLACES

APPROVAL IS REQUIRED!!

The owner must submit an application in writing to the Board of Directors for approval before the installation is made. Installations will be approved subject to the following regulations:

- a. Upon receipt of approval, the owner must contact the Fire Department to ensure that the fireplace they wish to install is compatible with the structure of the unit;
- b. it is mandatory that the installation be certified by a Building Inspector as having been installed correctly and in accordance with municipal By-Laws. Upon completion of the work, the Board must receive a copy of the certificate;
- c. because of weight considerations, cast iron or solid brick fireplaces will only be allowed on basement levels;

- d. chimneys must run through the units and emerge from the roof. It shall extend a minimum of three (3') feet above the peak if the roof or any structure within a ten foot (10') radius of the chimney;
- e. all chimneys must be cleaned at the owner's expense, one a year, and proof of such shall be provided to the Board. This includes all existing fireplaces as well as new installations;
- f. any damage to the Common Element caused by the installation or use of the fireplace will be repaired by the Board at the expense of the unit in which the fireplace was installed; and
- g. wood storage is permitted within the exclusive use area bounded by the partition fences only (back yard). No wood shall be placed against a fence. No wood may enclose or impede the Consumers' Gas meters.

NOTE: As the installation of a fireplace is an improvement to the unit, it is not covered by the Condominium's Fire Insurance Policy. Owners are therefore advised to obtain supplementary coverage for the value of the installation. As improper installation could affect the Corporation's Fire Insurance Policy, it is imperative that the regulations be strictly adhered to.

8. FURNACES

It is the responsibility of the unit owner to maintain and clean their furnace. Furnace maintenance must be performed according to Enbridge Gas guidelines. Furnace maintenance is critical to the safety of all units.

9. ANTENNAS/SATELLITE DISHES

See rule at end of package

10. EAVESTROUGHS

Eavestroughs will be maintained by the Corporation.

11. DECKS

Decks are permitted in the exclusive use area of the backyard; however, all decks must be approved by the Board, and approval received in writing, prior to construction and subject to the following regulations:

- a. The deck will not be the responsibility of the Corporation to maintain. The deck will become the responsibility of any new owner of any unit where applicable;
- b. should the owner who installs the deck (or a future owner) decide to remove the deck at some future date, the exclusive use area must be returned to its original state;

- c. all installations must be done according to general building principles, i.e. proper back fill for levelling; and
- d. all ground underneath the deck must be levelled and kept free of weeds, vermin and animals etc.;
- e. owners must provide the Board with appropriate plans, specifications, stain colour sample and copies of all applicable building permits, as required, prior to construction (using the Acknowledgement regarding Modifications to Common Elements form);
- f. the deck may not exceed 18 inches in height, or the maximum allowable height permitted by the City of Ottawa, whichever is lower;
- g. the deck must be constructed of pressure treated lumber, sealed and stained a neutral wood colour;
- h. the deck must be maintained and kept in good repair at all times. Should an owner fail to maintain the deck, the Board, may at its discretion:
 - 1) order the owner to make repair;
 - 2) cause the repairs to be made to the deck;
 - 3) dismantle the entire deck and return the common area to its original state.

Note that the costs for any such action is the sole responsibility of the owner even if carried out by the Corporation.

All plans, specifications and construction practices must be in compliance with the Ontario Building Code, and By-laws of the City of Ottawa. There are applicable City By-laws covering the construction of decks. The Corporation is not responsible for any owner failing to comply with the City By-laws. Failure to comply with the City By-laws may result in a demolition order from the City to either the owner or the Corporation. The costs of any such order, however described or enforced, will be the sole responsibility of the owner.

Upon sale of the unit, any new owner has the option of dismantling the deck and returning the common area to its original state, or accepting these rules and continuing responsibility of the deck.

If any owner chooses to dismantle their deck, notice must be given to the Board, in writing, along with copies of any applicable permits obtained from the City, prior to demolition. The common element must then be returned to its original state. At no time may a deck rest on a patio or interlocking brick.

12. Patio Stones/Interlocking Brick

Patio stones or interlocking brick will be permitted in the exclusive-use area of the backyard subject to the following regulations:

- a. The patio will not be the responsibility of the Corporation to maintain. The patio will become the responsibility of any new owner of any unit where applicable;
- b. should the owner who installs the patio (or a future owner) decide to remove the patio at some future date, the exclusive-use area must be returned to its original state;
- c. all installations must be done according to general building principles, i.e. proper back fill for levelling; and
- d. owners must provide the Board with appropriate plans.

CARLETON CONDOMINIUM CORPORATION NO. 443
CONDOMINIUM RULE RESPECTING SATELLITE DISHES

RESOLUTION PASSED by the Directors at a Board of Directors Meeting held on the 6th day of February, 2001.

BE IT RESOLVED THAT the Corporation enact the following Rule respecting the use of the common elements and units to promote the safety, security or welfare of the owners and of the property or to prevent unreasonable interference with the use and enjoyment of the common elements and of other units.

The following Rule shall be observed by the owners and the term "Owner" shall include the owner, his family, guests, agents, or any other person occupying the unit with the owner's approval:

ARTICLE 1
DEFINITIONS

All words used herein which are defined in the Condominium Act, R.S.O. 1990, c. C-26 (the "Act"), shall have ascribed to them the meanings as set out in the Act as amended from time to time.

ARTICLE 2
TELEVISION ANTENNAE ETC.

No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit, except that satellite dishes are permitted on the terms and conditions listed in Article 4 of this Rule.

ARTICLE 3
REPEAL OF PREVIOUS RULES

All of the Corporation's previous Rules respecting television antennae, aerials, towers or similar structures and appurtenances thereto are hereby repealed.

ARTICLE 4
TERMS AND CONDITIONS FOR SATELLITE DISHES

Satellite dishes are permitted, subject to the following terms and conditions, and any owner who installs a satellite dish agrees with the Corporation, and all other owners, on his/her owner behalf and on behalf of his/her successors and assigns, to be bound by and to comply with all such terms and conditions, namely:

1. No satellite dish shall be installed except in accordance with a set of standard plans, drawings, specifications and colours approved by the Corporation, or as otherwise specifically approved in writing by the Corporation, such approval to be at the sole discretion of the Board. Each satellite dish installation shall, in any event, require specific prior written approval of the Board.
2. All satellite installations shall comply with all municipal, provincial and federal legislation, including all municipal by-laws and building regulations.
3. Each such satellite dish shall be maintained and repaired in a good and safe condition by the owner at the owner's sole expense.
4. In the event that the owner fails to maintain or repair the satellite dish as required herein, the corporation may, at its opinion and after notifying the owner and affording the owner a reasonable opportunity to effect such maintenance or repair, carry out such maintenance or repair and all costs and expenses incurred by the Corporation in arranging and carrying out the maintenance or repair shall be payable to the Corporation by the owner and collectible in accordance with Article 4 (7) hereof.
5. The owner shall obtain insurance, satisfactory to the Corporation, against any and all liability which may arise in connection with the satellite dish. The owner shall provide to the Corporation proof satisfactory to the Corporation that such insurance is in place within a reasonable period of time following any request by the Corporation for such proof.
6. The owner shall fully and completely indemnify and save harmless the Corporation from any and all loss, costs, expenses, claims, or damages, of whatever kind and however arising, as a result of a breach of any of these terms and conditions, or otherwise relating to the satellite dish, including any claims against the corporation for damages resulting from, caused by or associated with the satellite dish. Without limiting the generality of the foregoing, the owner shall be responsible for all costs and expenses incurred in order to remove any satellite dish in order to afford the Corporation access to any portion of the property (for the purposes of carrying out repair or maintenance, or for any other reason) and the Corporation shall have no obligation for any damage which may be caused to the satellite dish as a result of any such required access.
7. Any amounts owing to the Corporation by a owner by virtue of these terms and conditions shall be added to the owner's common expenses and shall be collectible against the owner, together with all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collections of the amount, in the same manner as common expenses, including by way of condominium lien in accordance with the Act.
8. In addition to any other rights and remedies available to the Corporation hereunder or otherwise, in the event that any owner controversies any of the within terms and conditions, the Corporation shall be entitled upon ten days' written notice to the owner, to remove the satellite dish and restore the property to its previous condition. All costs and expenses associated with such removal and restoration shall be the responsibility of the owner and shall be payable by the owner to the Corporation, and collectable in accordance with Article 4 (7) hereof.
9. Any satellite dish installation carried out by an owner shall be carried out at the sole expense and risk of the owner.
10. All of these terms and conditions shall be binding upon the owner of the unit from time to time, even though the satellite dish may have been installed by a previous owner.

SCHEDULE "1"

Acknowledgement Respecting Modification to Common Elements

TO:

CARLETON CONDOMINIUM CORPORATION NO. 443

("the Corporation")

FROM:

(please print name(s))

("the Owner")

WHEREAS:

11. The owner is the registered owner of Unit _____, Level 1, Carleton Condominium Plan No. 443.

12. Please choose one of the following (delete all that do not apply):

- (a) The Owner is not a spouse (is sole owner)
- (b) The Owners are spouses of one another.
- (c) The Owner is a spouse. The person consenting below is the Owner's spouse.

3. The Owner wishes to carry out the following modification to the common elements:

(please print)

("the Modification")

4. The Modification is item number (s) _____ in Article III of By-Law No. 6 of the Corporation.

5. (If appropriate, add:) Additional detail respecting the modification is contained the drawings and/or specifications attached as Appendix "1".

NOW THEREFORE:

The Owner acknowledges that the Owner is bound by all of the terms and conditions listed in Article IV of the Corporation's By-Law No. 6 and that the said terms and conditions constitute an agreement between the Corporation and the Owner as stated in that By-law. The Owner also agrees to comply with all other By-laws and Rules of the Corporation that apply to the Modification.

DATE: _____

CARLETON CONDOMINIUM CORPORATION NO. 443

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

Witness

Owner

Witness

Owner

Witness

Spouse

From Bylaw 6: Common Elements Modifications

Modification numbers to be used in para 4, page 1

1. All common element modifications made in connection with the installation of a gas fireplace using the existing chimney with an appropriate liner.
2. Exclusive use patio areas constructed of patio stones.
3. Municipal address number.
4. Storm doors.
5. Central air conditioners installed in the exclusive use yard area.
6. Decks in exclusive use yard areas.
7. Eavestroughing.
8. Window upgrades.
9. Door upgrades.
10. Interlocking stone walkways or patios.
11. Landscaping including planting of bushes and trees, which may grow no taller than 6 feet, in exclusive use yard area.
12. Vents for high efficiency gas furnaces.
13. External natural gas outlets.
14. Physical aids for the disabled.
15. Composters in exclusive use areas.
16. Satellite dishes.
17. Window air conditioners.
18. Utility sheds in exclusive use yard areas.
19. Fences
20. Hedges.

CARLETON PARKING MANAGEMENT
TELEPHONE: 720-5021 or # listed on the parking sign

Dear Resident:

Illegal and improper parking is a constant irritant to all residents, as well as your guest. It is also a factor in your condominium's safety. Your safety and well-being are uppermost in the minds of your condominium's management. City by-laws governing the use of fire lanes are also primarily concerned with making your condominiums safe and readily accessible in case of emergencies.

With these considerations in mind, the management of your condominium has placed all matters pertaining to parking under the supervision of CARLETON PARKING MANAGEMENT (CPM). In this regard, the following parking policies have been reviewed by your management and will be enforced by CPM.

All visitors must be parked in designated visitor parking areas. Guests staying between the hours of 2:00 a.m. to 7:00 a.m. must register their vehicles with CPM. **JUST CALL US.** Be sure to give the address, license plate number and the amount of evenings the vehicle will be in visitor parking. Please be sure to advise your guest of this policy. Registrations are taken twenty-four hours a day, seven days a week. No vehicles may be registered for more than three (3) days in a seven (7) day period without making arrangements with your property management office.

DO NOT CALL YOUR MANAGEMENT OFFICE FOR REGISTRATIONS OF
THREE (3) DAYS OR LESS IN A SEVEN (7) day period
CALL CARLETON PARKING AT 720-5021 OR THE PHONE NUMBER
LISTED ON THE VISITORS PARKING SIGN

VEHICLES WILL BE TICKETED AND OR TOWED FOR THE FOLLOWING OFFENCES:

- A: failed to register vehicle in visitor parking between 2 a.m. and 7 a.m.
- B: portion of vehicle parked on lawn area
- C: vehicle occupying more than one parking space
- D: vehicle parked on roadway
- E: portion of vehicle obstructing roadway
- F: parking a vehicle with an expired VALIDATION sticker or no licence plates
- G: performing mechanical work on a vehicle
- H: obstructing work crew (i.e., snow removal, paving, line painting, sweeping, etc.)
- I: parking without a permit in a space reserved for the physically disabled unauthorized J: parking in a reserved parking space
- K: RESIDENT or any unauthorized vehicles parked in visitor parking (this applies day or night).

When a vehicle is illegally parked in your assigned parking space, if you wish said vehicle to be removed, it is your responsibility to notify your local POLICE force or city BY-LAW OFFICE (3-1-1). You will have to have proof that you are entitled to use that particular space. (In the case of reserved spaces (paid monthly), you need to have the parking contract. For the spaces designated for particular units, you will need the legal document you received at closing. For tenants, you will need a copy of your lease with your parking space listed on the document.

