

# CARLETON CONDOMINIUM CORPORATION No. 63

## R E G U L A T I O N S

### STATUTORY AUTHORITY:

- ▶ *Condominium Act*, Statute of Ontario, 1998 Chapter 19
- ▶ *Carleton Condominium Corporation No. 63—Declaration and Description*  
Parts I through IV
- ▶ *Carleton Condominium Corporation No. 63—Bylaws Number 1 and 2*

### REGULATIONS:

<b>No.</b>	<b>Title</b>	<b>Date</b>
No. 1	Fireplace Installation.....	1995-11-01
No. 2	Corporation Key Control .....	1995-11-01
No. 3	Eave trough Installation .....	1995-11-01
No. 4	Sheds .....	2013-06-29
No. 5	Air Conditioning Devices.....	1998-06-10
No. 6	Planting Material, Borders, and Fences .....	1995-11-01
No. 7	Patios, Decks and Sand Boxes.....	1995-11-01
No. 8	Minor Building Alterations .....	1995-11-01
No. 9	Ornamental Railings .....	1995-11-01
No. 10	Overdue Accounts, Returned/NSF Cheques.....	2012-06-09
No. 11	Use of Common Elements Walkways and Play Areas .....	2016-07-26
No. 12	Pets .....	2004-09-04
No. 13	Parking and Traffic .....	2019-08-01
No. 14	Signs .....	1995-11-01
No. 15	Swimming Pool.....	2015-07-28
No. 16	Payment of Fees .....	2012-06-09
No. 17	Corporation Use of Status Certificates.....	1998-06-10
No. 18	Exterior Unit Lighting .....	1995-11-01
No. 19	Exclusive-use Common Element Space .....	2014-06-30
No. 20	Satellite Antennae .....	2004-07-23
No. 21	Smoke Alarms .....	2007-12-10
No. 22	Vacant / Unoccupied Units .....	2016-07-26

## STATUTORY AUTHORITY - FOR C.C.C. No. 63 REGULATIONS

- ▶ *Condominium Act*, Statute of Ontario 1998, Chapter 19

Section 58, subsection (1) *The board may make, amend or repeal rules respecting the use of common elements and units to,*

- (a) *promote the safety, security or welfare of the owners and of the property and assets of the corporation; or*
- (b) *prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the corporation.*

Section 58, subsection (10) *All persons bound by the rules shall comply with them and the rules may be enforced in the same manner as the by-laws.*

- ▶ *Carleton Condominium Corporation No. 63 Declaration* (10 July 1975):

### Part I - Mandatory Statutory Provisions

#### Article

- I - Owner
- II - Statement of Intention
- III - Consent of Registered Encumbrancers
- IV - Proportions of Common Interest and Contributions to the Common Expenses
- V - Address for Service

### Part II - Mandatory Regulatory Provisions

#### Article

- I - Monumentation

### Part III - Permissive Statutory Provisions

#### Article

- I - Common Expenses
- II - Exclusive Use of Parts of Common Elements
- III - Occupation and Use of Units and Common Elements
- IV - Provisions Restricting Gifts, Leases & Sales of the Units and Common Elements
- V - The Board of Directors
- VI - Duties of the Corporation
- VII - Majority to Make By-laws
- VIII - Assessment and Collection of Contributions toward the Common Expenses
- IX - Majority Required to Make Substantial Changes in the Common Elements and Assets of the Corporation
- X - Substantial Addition, Alteration or Improvement to or Renovation of the Common Elements
- XI - Obligation to Repair and Maintain Units and Common Elements
- XII - Specification of Percentage of Substantial Damage to Building and of Majority Required to Authorize Repair
- XIII - Majority Required for a Sale of the Property or of Part of the Common Elements
- XIV - Majority Required to Terminate Government of the Property by the Act
- XV - Other Matters Concerning the Property

**STATUTORY AUTHORITY - FOR C.C.C. No. 63 REGULATIONS Nos. 1 TO 19**

▶ **By-law No. 1 (10 July 1975) of Carleton Condominium Corporation No. 63:**

Article

- I - Management of Property
- II - Use of Units
- III - Use of Common Elements
- IV - Maintenance of Units and Common Elements
- V - Use and Management of the Assets of the Corporation
- VI - The Board
- VII - Duties of the Corporation
- VIII - Assessment and Collection of Contributions
- IX - Conduct of the Affairs of the Corporation

▶ **By-law No. 2 (16 April 1980) of Carleton Condominium Corporation No. 63:**

Amending Article VI ("The Board") of By-law No. 1



**Background:** No unit was originally equipped with a fireplace. Based on assurances from the insurer that the installation of fireplaces will not affect the Condominium's insurance policy, the Corporation will approve such installations—on the condition that such installations comply with the requirements outlined below.

## **1. Equipment**

### **1.1 Firebox**

Firebox devices must be approved by the U.L.C. (Underwriters Laboratory of Canada), the CSA (Canadian Standards Association), and/or the CMHC (Canada Mortgage and Housing Corporation). The devices must also meet all municipal and provincial regulations and standards. Unless installed in the basement, the fireplace device must be sufficiently lightweight so that no extra structural support is required. The firebox device must be equipped with a fire screen. There must be proper and adequate venting installed to supply combustion air to the device from outside the unit.

### **1.2 Chimney**

An independent, insulated, stainless steel encased chimney, which meets all municipal and provincial regulations, must be used. The chimney must be equipped with a rain cap and a spark arrester. The entire chimney must be installed inside the unit and must exit through the roof. The chimney must extend a minimum of three feet from the highest point of exit and at least two feet above any part of the ridge of the roof or of any other obstruction within ten feet.

## **2. Installation**

### **2.1 Approval/Responsibility**

Written approval from the Corporation's Board of Directors is required prior to installation. The request for such approval must be in writing and be accompanied by a copy of a detailed plan of the proposed installation and a copy of the sales agreement or the contract for installation. The written request for approval must include a letter of agreement stating that the owner accepts responsibility for installation, operation and maintenance of the device, including the repair—at the owner's cost—of any damage caused to common element property as a result of installation, operation or maintenance.

**2. Installation (continued)****2.2 Building Permits and Inspections**

Having obtained written approval from the Board of Directors, the owner must then obtain a Building Permit from the municipal authorities. The owner must forward a copy of the Building Permit to the Corporation during installation. Following installation, the owner must forward a copy of the municipal authorities' final inspection approval to the Corporation. The owner is responsible for all costs associated with Building Permits and inspections.

**2.3 Re-application of Caulking**

If the fireplace is installed during the winter, the owner is responsible for the re-application of caulking to the roof at the chimney—if required, to ensure a proper seal—during the first period of warm weather following installation.

**3. Fulfilment of Responsibility****3.1 Maintenance**

The owner must maintain the fireplace and chimney in such a manner so as to ensure the safety/security of the system.

**3.2 Repair of Damage to Common Element Property**

Should damage to common element property result from installation, operation or maintenance of the fireplace, the owner must provide written notification of the particulars of the damage to the Corporation. The owner must have the damage repaired to the satisfaction of the Board of Directors.

**3.3 Corporation Affected Repairs and Recovery of Costs**

Should the owner not fulfill their responsibility to repair damage to common element property within a reasonable amount of time, the Board of Directors shall have such repairs undertaken on its behalf. All costs associated with the repair of damages to common element property will be recovered under the provisions of the Corporation's **By-law No.1, Articles I(b)(i) and III(b)(iii)**.

**Background:** All matters relating to keys belonging to the Corporation will be governed by this Regulation.

## **1. Administration**

### 1.1 Responsibility

The Secretary-Treasurer shall be responsible for all keys belonging to the Corporation.

### 1.2 Inventory

The Secretary-Treasurer shall be responsible for maintaining an inventory of all keys belonging to the Corporation. The inventory shall include the serial number of each key and the names of all persons to whom they are issued. For the purpose of maintaining an accurate record, each change to the key inventory shall be recorded in the minutes of the next meeting of the Board of Directors.

## **2. Management**

### 2.1 Duplication/Destruction

Keys belonging to the Corporation shall not be duplicated or destroyed without the consent of the Secretary-Treasurer.

### 2.2 Loss/Theft

Loss or theft of keys shall be reported as soon as possible to the Secretary-Treasurer who, in turn, shall advise the signing officers of the Corporation.

### 2.3 Custody

Key holders shall not release their respective keys from their custody at any time, except at the request of the Secretary-Treasurer.

### 2.4 Spare/Seasonal Keys

All spare and seasonal use keys shall be retained by the Secretary-Treasurer until required.

### 2.5 Issuance

Keys may be issued to whomever the Board of Directors authorizes access to common element property where access by key is necessary.





**Background:** No unit was originally equipped with eave troughs. Based on assurances from the insurer that the installation of eave troughs will not affect the Condominium's insurance policy, the Corporation will approve such installations—on the condition that such installations comply with the requirements outlined below.

## **1. Material**

### 1.1 Aluminum/Vinyl

The entire eave trough system must be constructed from *aluminum* or *rigid vinyl*. If aluminum is used, it must be of a .032" gauge.

### 1.2 Rust Treatment

If appropriate, all materials, including that used to support of the eave trough system, shall be treated to resist rust.

### 1.3 Additional Equipment

The owner must provide to the Board of Directors written details of specifics of installation or function of any additional equipment or gear associated with the eave trough system prior to installation.

### 1.4 Colour

Eave trough systems must be of a colour consistent with the adjacent common element property, i.e., where applicable: black, brown or white.

## **2. Installation**

### 2.1 Approval/Responsibility

Written approval from the Corporation's Board of Directors is required prior to installation. The request for such approval must be in writing and be accompanied by a copy of an installation plan and a list of material specifications. The written request must include a letter of agreement stating that the owner accepts responsibility for installation and maintenance of the eave troughs, including the repair—at the owner's cost—of any damage caused to the common element portion of the unit as a result of installation or maintenance. The letter of agreement must also indicate the owner's acceptance of liability for any risks associated with the installation and use of eave troughs.

**2. Installation (continued)**

## 2.2 Down spout

A minimum of four inches of down spout must be added to the vertical eave trough down pipe in order to direct the flow of water away from the foundation of the unit.

## 2.3 Attachment

Eave troughs must be attached to the unit in such a manner as to have the weight of the eave trough supported by the building frame rather than the fascia border or siding.

**3. Fulfilment of Responsibility**

## 3.1 Maintenance

The owner is solely responsible for the maintenance, painting, repair or replacement of any eave trough attached to the unit. The owner must keep eave troughs in good order and in good repair, and prevent undue accumulation of debris in the eave troughs.

## 3.2 Repair of Damage to Common Element Property

Should damage to common element property result from installation or maintenance of eave troughs, the owner must provide written notification of the particulars of the damage to the Corporation. The owner must have the damage repaired to the satisfaction of the Board of Directors. The Corporation may, at its discretion, examine eave trough systems.

## 3.3 Corporation Affected Repairs and Recovery of Costs

Should the owner not fulfill their responsibility to repair damage to common element property within a reasonable amount of time, the Board of Directors shall have such repairs undertaken on its behalf. All costs associated with the repair of damages to common element property will be recovered under the provisions of the Corporation's **By-law No.1, Articles I(b)(i) and III(b)(iii)**.

**4. Miscellaneous**

## 4.1 Warranties

The owner is solely responsible for any and all warranties that may be associated with the contractor or manufacturer of the eave trough system. The owner must comply with all manufacturer instructions concerning installation and maintenance.

**Background:** No unit was originally supplied with an exterior shed. Based on assurances from the insurer that the presence of sheds will not affect the Condominium's insurance policy, the Corporation will approve the construction of sheds in exclusive-use yards—on the condition that such structures comply with the requirements outlined below.

## **1. Material, Size and Colour**

### **1.1 Material**

Shed structures must be constructed from commercially manufactured sheet metal, construction grade lumber and/or other materials consistent with municipal and provincial building standards and codes.

### **1.2 Size**

The structure must not exceed an overall exterior length and width dimension of 100 square feet, and it must not exceed seven (7) feet in height above the original grade (i.e., ground level) of the exclusive-use rear yard.

### **1.3 Colour**

The colour of the structure must be consistent with the exterior colours of the condominium, e.g., white, green, beige, brown.

## **2. Installation**

### **2.1 Notification/Responsibility**

Written notification of 'intent to build a shed' must be provided to the Corporation's Board of Directors prior to construction of the shed. The notification must include acknowledgement of the owner's agreement to accept responsibility for construction and maintenance of the shed and the repair—at the owner's cost—of any damage caused to common element property as a result of construction or maintenance. The owner is solely responsible for the painting, repair or replacement of any shed constructed within the owner's exclusive-use yard. The owner is responsible for dismantling/removing the shed should it impede access to common element property when required.

### **2.2 Foundation/Anchorage/Location**

The shed must have a foundation or anchorage that permits the structure to be moved easily in the event that access is required to adjacent common element property. The shed must not be constructed within six inches of any unit or common element fence. Sheds must not be situated so that water running off the roof flows toward any unit within a distance of three feet.

### **3. Fulfilment of Responsibility**

#### **3.1 Maintenance**

The owner must maintain the shed in good condition.

#### **3.2 Repair of Damage to Common Element Property**

Should damage to common element property result from construction/installation or maintenance of a shed, the owner must provide written notification of the particulars of the damage to the Corporation. The owner must have the damage repaired to the satisfaction of the Board of Directors.

#### **3.3 Corporation Affected Repairs and Recovery of Costs**

Should the owner not fulfill their responsibility to repair damage to common element property within a reasonable amount of time, the Board of Directors shall have such repairs undertaken on its behalf. All costs associated with the repair of damages to common element property will be recovered under the provisions of the Corporation's **By-law No.1, Articles I(b)(i) and III(b)(iii)**.

**Background:** No unit was originally equipped with air-conditioning devices. Based on assurances from the insurer that the presence of air-conditioners will not affect the Condominium's insurance policy, the Corporation will approve the installation of such devices—on the condition that such installations comply with the requirements outlined below.

## **1. Material and Size**

Air-conditioning devices shall be portable and window-mounted. Appropriate metal or wooden supports, consistent with the size and weight of the air-conditioning device, shall be used. The balance of the window opening (if any) shall be sealed properly with a rigid material endorsed by the Board of Directors (e.g., clear plexiglass, or an opaque material with a white finish).

## **2. Installation**

### **2.1 Notification / Responsibility**

Written notification of 'intent to install an air-conditioner' must be provided to the Corporation's Board of Directors prior to installation. The notification must include acknowledgement of the owner's agreement to accept responsibility for the installation, maintenance and the removal of the device and the repair—at the owner's cost—of any damage caused to common element property as a result of installation, maintenance, operation or removal. The letter of agreement must also indicate the owner's acceptance of liability for any risks associated with the air conditioning device. The owner is responsible for removing the device should it impede access to common element property when required.

### **2.2 Support**

The device must be sufficiently supported to ensure safe and proper operation. The installation of such devices shall not encroach or infringe on the material or construction of the unit that in any way causes damage to the unit.

### **2.3 Location**

Air-conditioning devices can be installed in any window that overlooks the owner's exclusive-use yard. Air conditioning devices must not be installed in any window directly above the exclusive-use yard of an adjacent unit without the written approval of the owner of the adjacent unit; a copy of this approval must accompany the 'notification of intent to install an air conditioning device' provided to the Board of Directors. Air conditioning devices may not be installed in any window directly above common element property without the written approval of the Board of Directors.

**2. Installation (continued)**

2.4 Seasonal/Year Round Installation

Seasonal installation of air conditioning devices must not be performed before April 1. Removal of such devices and window replacement must be completed before October 31. Air-conditioning devices left installed throughout the year must be covered in a manner that will prevent weather damage to common element property.

**3. Fulfilment of Responsibility**

3.1 Maintenance

Air-conditioning devices and support systems must be maintained in good condition so as not to constitute a safety, security or health risk or contravene municipal by-laws.

3.2 Repair of Damage to Common Element Property

Should damage to common element property result from installation or maintenance of air-conditioning devices, the owner must provide written notification of the particulars of the damage to the Corporation. The owner must have the damage repaired to the satisfaction of the Board of Directors.

3.3 Corporation Affected Repairs and Recovery of Costs

Should the owner not fulfill their responsibility to repair damage to common element property within a reasonable amount of time, the Board of Directors shall have such repairs undertaken on its behalf. All costs associated with the repair of damages to common element property will be recovered under the provisions of the Corporation's **By-law No.1, Articles I(b)(i) and III(b)(iii)**.

3.4 Liability for Personal Injury or Damage to Private Property

The owner shall be liable for any incidence of personal injury or property damage that may result from the installation, use and / or maintenance of an air-conditioning device in their unit.

**Background:** The Corporation will permit owners to enhance areas of common element property adjacent to their units with items such as flowers, plants, hedges, shrubs, trees, borders and fences—on the condition that such enhancements comply with the requirements outlined below.

## **1. Material**

### **1.1 Natural Planting Material**

Natural planting material such as flowers, plants, hedges, shrubs and trees shall be of a type that is consistent with accepted horticultural practice. Owners must not allow shrubs to reach a mature height in excess of seven feet. Owners must not allow trees to reach a mature height in excess of ten feet without the written permission of the Board of Directors.

### **1.2 Borders/Fences**

Owners must not install borders or fences of any kind on common element property without the written permission of the Board of Directors. Borders and fences must not exceed twelve inches in height and must not encroach within twelve inches of any paved walkway.

## **2. Installation**

### **2.1 Notification/Responsibility**

Written notification of 'intent to install natural planting material' is not required except when such material constitutes a border or fence. Owners are responsible for the installation and maintenance of planting material, borders and/or fences and for the repair—at the owner's cost—of any damage caused to common element property as a result of installation or maintenance activities.

### **2.2 Location**

Flowerbeds and/or shrubs must not exceed a depth of four feet and must not encroach within twelve inches of any paved walkway. Borders and fences shall be well marked and clearly visible. All installations must not impede drainage away from unit foundations. All installations must not impede access to common element property when required.

### **3. Fulfilment of Responsibility**

#### **3.1 Maintenance**

Owner installed planting material and borders/fences must be kept in a neat and tidy condition.

#### **3.2 Repair of Damage to Common Element Property**

Should damage to common element property result from installation or maintenance of planting material or borders/fences, the owner must provide written notification of the particulars of the damage to the Corporation. The owner must have the damage repaired to the satisfaction of the Board of Directors.

#### **3.3 Corporation Affected Repairs and Recovery of Costs**

Should the owner not fulfill their responsibility to repair damage to common element property within a reasonable amount of time, the Board of Directors shall have such repairs undertaken on its behalf. All costs associated with the repair of damages to common element property will be recovered under the provisions of the Corporation's **By-law No.1, Articles I(b)(i) and III(b)(iii)**.

### **4. Fence Extensions**

The downward extension of common element fences surrounding an owner's exclusive use yard is permitted. There is no requirement to notify the Board of Directors nor is the Board's approval required. However, the owner must use material consistent with the material and colour of the Corporation's fences.



**Background:** No unit was originally equipped with patios, decks or sand boxes. Based on assurances from the insurer that the presence of patios, decks or sand boxes will not affect the Condominium's insurance policy, the Corporation will approve the construction or installations of patios, decks or sand boxes—on the condition that such structures comply with the requirements outlined below.

## **1. Material**

All materials used in the construction or installation of patios, decks and sand boxes must be consistent with generally accepted building practices. All such structures must be removable.

## **2. Construction/Installation**

### **2.1 Approval/Responsibility**

Written approval from the Corporation's Board of Directors is required prior to construction/installation. The request for such approval must be in writing and be accompanied by a copy of a detailed plan of the proposed construction/installation. The written request must include a letter of agreement stating that the owner accepts responsibility for construction/installation and maintenance, including the repair—at the owner's cost—of any damage caused to common element property as a result of installation or maintenance. The owner is responsible for dismantling/removing patios, decks or sand boxes should they impede access to common element property when required.

### **2.2 Location**

Patios, decks or sand boxes must be located in the owner's own exclusive-use yard. Patios, decks or sand boxes must not be attached to the unit or common element fences.

## **3. Fulfilment of Responsibility**

### **3.1 Maintenance**

Patios, decks and sand boxes must be kept in good condition.

### **3.2 Repair of Damage to Common Element Property**

Should damage to common element property result from construction/installation or maintenance of patios, decks or sand boxes, the owner must provide written notification of the particulars of the damage to the Corporation. The owner must have the damage repaired to the satisfaction of the Board of Directors.

**3. Fulfilment of Responsibility** (continued)

## 3.3 Corporation Affected Repairs and Recovery of Costs

Should the owner not fulfill their responsibility to repair damage to common element property within a reasonable amount of time, the Board of Directors shall have such repairs undertaken on its behalf. All costs associated with the repair of damages to common element property will be recovered under the provisions of the Corporation's **By-law No.1, Articles I(b)(i) and III(b)(iii)**.

**Background:** The Corporation will permit owners to perform minor building alterations to common element property by installing such items as flower boxes, shutters, or by opening fixed windows directly above non-exclusive-use common element property—on the condition that such alterations comply with the requirements outlined below.

## **1. Material**

All materials used to effect minor building alterations must be consistent with the style and colours of existing materials used by the Corporation. Minor building alterations may take the form of, but are not limited to, the following:

- hanging plants, baskets, pots
- flower boxes
- opening fixed windows overlooking common area
- making holes in building envelope or venting
- window shutters.

## **2. Installation—Approval/Responsibility**

Written approval from the Corporation's Board of Directors is required prior to performing building alterations. The request for such approval must be in writing and include a detailed description of the proposed alteration. The written request must include a letter of agreement stating that the owner accepts responsibility for the building alteration, for any maintenance that may be required, and for the repair—at the owner's cost—of any damage caused to common element property as a result of performing the alteration. The letter of agreement must also indicate the owner's acceptance of liability for any risks associated with the alteration. The owner is responsible for dismantling/removing the item installed should it impede access to common element property when required.

## **3. Fulfilment of Responsibility**

### **3.1 Maintenance**

Items installed must be kept in good condition as required.

### **3.2 Repair of Damage to Common Element Property**

Should damage to common element property result from performing a building alteration from maintenance of the item, the owner must provide written notification of the particulars of the damage to the Corporation. The owner must have the damage repaired to the satisfaction of the Board of Directors.

**3. Fulfilment of Responsibility** (continued)

## 3.3 Corporation Affected Repairs and Recovery of Costs

Should the owner not fulfill their responsibility to repair damage to common element property within a reasonable amount of time, the Board of Directors shall have such repairs undertaken on its behalf. All costs associated with the repair of damages to common element property will be recovered under the provisions of the Corporation's **By-law No.1, Articles I(b)(i) and III(b)(iii)**.

**Background:** No unit was originally equipped with exterior ornamental railings. Based on assurances from the insurer that the presence of ornamental railings will not affect the Condominium's insurance policy, the Corporation will approve the installation of exterior ornamental railings—on the condition that such installations comply with the requirements outlined below.

## **1. Material**

### **1.1 Material and Measurements**

Materials used must be of commercially manufactured iron of a gauge and nature designed for use as a railing. Railings must not exceed a maximum height of 36 inches. Vertical main supports must be at least 3/4" by 3/4". Vertical decorative supports must be at least 1/2" by 1/2". Horizontal (or angled) supports must be at least 1 1/2" wide.

### **1.2 Colour**

Exterior ornamental railings must be black.

## **2. Installation—Approval/Responsibility**

Written approval from the Corporation's Board of Directors is required prior to installing an exterior ornamental railing. The request for such approval must be in writing and be accompanied by a copy of a detailed plan of the proposed installation and a copy of the sales agreement or the contract for installation. The written request must include a letter of agreement stating that the owner accepts responsibility for the installation, maintenance and the repair—at the owner's cost—of any damage caused to common element property as a result of installation or maintenance. The letter of agreement must also indicate the owner's acceptance of liability for any risks associated with the railing. The owner is solely responsible for the painting, repair or replacement of any exterior ornamental railing. The owner is responsible for dismantling/removing the railing should it impede access to common element property when required.

## **3. Fulfilment of Responsibility**

### **3.1 Maintenance**

Railings must be kept in good condition.

### **3.2 Repair of Damage to Common Element Property**

Should damage to common element property result from installing, maintaining or removing an exterior ornamental railing, the owner must provide written notification of the particulars of the damage to the Corporation. The owner must have the damage repaired to the satisfaction of the Board of Directors.

**3. Fulfilment of Responsibility** (continued)

## 3.3 Corporation Affected Repairs and Recovery of Costs

Should the owner not fulfill their responsibility to repair damage to common element property within a reasonable amount of time, the Board of Directors shall have such repairs undertaken on its behalf. All costs associated with the repair of damages to common element property will be recovered under the provisions of the Corporation's **By-law No.1, Articles I(b)(i) and III(b)(iii).II.**

**Background:** Owners are legally bound to make payments toward common element expenses and for specialized services provided by the Corporation. To protect the Corporation from financial loss caused by overdue payments of fees, returned 'non-sufficient funds' (NSF) cheques, or by expenses incurred to reproduce Corporation documents, the Board of Directors shall apply charges and/or take legal action against the owner as the means to offset costs incurred by the Corporation.

## 1. Overdue Accounts

### 1.1 Default of Payment/Registration of Liens

An owner is considered to be in 'default of payment' if the payment is not received by the date it is due. Should the default period continue more than 15 days, the Corporation may register a notice of lien against the owner's unit. The default amount recorded on the 'registration of lien' shall include 'late payment charges' and the costs incurred to register the lien document. Interest on the default amount shall also become due and payable at a rate determined by the Board of Directors. Note: the default period may be extended at the discretion of the Board of Directors.

### 1.2 Late Payment Charges

A surcharge shall be applied to overdue payments. The surcharge shall be determined by the Board of Directors.

### 1.3 Payment of overdue accounts must be made by certified cheque or money order.

## 2. Non-Sufficient Funds (NSF) / Returned Cheques

Bank charges for non-sufficient funds or returned cheques applied against the Corporation, as well as additional administrative charges set by the Board of Directors, shall be transferred to the respective owner's outstanding common element expenses account.

## 3. Reproduction of Corporate Records

Copies of official Corporation documents may be obtained from the Board of Directors for a fee designed to cover costs. Such records include:

- Declaration
- Bylaws
- Regulations
- Certificate of Insurance
- Insurance Trust
- Financial Statement
- Status Certificate.





**Background:** To protect the rights, welfare, safety, and security of owners, tenants, and their guests and visitors, the conditions specified below shall apply.

## **1. Walkways**

### **1.1 Use**

The common element walkways are reserved for pedestrian traffic and slow-speed bicycle/tricycle traffic only. Exceptions to the preceding include the use of mechanized equipment by persons contracted by the Corporation to perform maintenance activities and the use of motorized vehicles by persons acting with the approval of the Board of Directors.

### **1.2 Exclusive-Use Walkways**

The walkway and any steps leading to a unit entrance are considered as an exclusive-use walkway and, as such, is the responsibility of the owner to maintain in a manner so as to permit safe and unobstructed access to the unit. Failure to do so shall leave the owner liable for any incident of personal injury or property damage that may result.

### **1.3 Obstructions—Unit Owners and Residents**

Permanent obstructions to the use of walkways shall not be permitted. The unit owner shall ensure that temporary obstructions, such as children's toys, are removed in a timely manner.

### **1.4 Obstructions—Corporation**

Permanent obstructions to the use of walkways shall not be permitted. Temporary obstructions, such as may be required to maintain the common elements, shall be controlled and monitored by the Board of Directors. Whenever possible, advance notification of temporary obstructions should be provided to owners of units adjacent to the site.

### **1.5 Speed Limits**

Bicycles, tricycles and other manually powered vehicles shall be permitted on the common element walkways. Such vehicles shall not exceed a speed limit of 10 km/h (note: 10 km/h is equal to a fast walking pace). Such vehicles must yield the right-of-way to children and other pedestrian traffic.

## **2. Play Areas**

2.1 Common element play areas are reserved for the use of children residing in the condominium and guests/visitors under sixteen (16) years of age.

2.2 Smoking in, and within ten (10) feet of, the children's play area located next to the swimming pool enclosure shall not be permitted.

3. Fulfilment of Responsibility

- 3.1 Failure of a person to comply with the conditions specified above may result in a fine of \$100.00 per incident. Note: where the fine is not paid within thirty (30) days following the incident, the fine will be added to the common element fees payable for the unit at which the person resides.

**Background:** To protect the rights, welfare, safety and security of the owners, tenants, and their guests and visitors, the Board of Directors shall apply the provisions of this regulation regarding the keeping and enjoyment of pets.

## 1. Definitions

“*animal*” means any member of the animal kingdom, other than a human;

“*at large*” means an animal that is found to be on common-element property other than within an exclusive-use rear yard, and not under the control of a person by means of a leash that is held in that person’s hand;

“*cat*” means a female or male cat;

“*dog*” means a female or male dog;

“*owner*” means any person who possesses or harbours an animal. Note: where the *owner* is a minor, the person responsible for ensuring compliance with this regulation shall be the person of the age of majority who has custody of the minor or who has been delegated responsibility for the minor. *Owner* includes a person who is temporarily the keeper of, or otherwise in control of, the animal.

## 2. Dogs - Stoop and Scoop

### 2.1 Common Element Property

Any resident who is the owner of a dog shall **immediately** remove any faeces left by the dog on any common element property that is not the resident’s exclusive-use rear yard.

### 2.2 Exclusive-use Rear Yard

Any resident who is the owner of a dog shall remove any faeces left by the dog in the resident’s exclusive-use rear yard on a **daily** basis.

### 2.3 Fulfilment of Responsibility

Failure to comply with section 2.1 will result in a fine of \$100.00 per incident (note: any costs associated with clean-up that are incurred by the corporation shall be added to the fine). Failure to comply with section 2.2 will result in a written notice which cites the violation of the Regulation and provides a specific deadline for compliance (note: failure to meet the deadline for compliance will result in a fine of \$100.00; where costs associated with clean-up are incurred by the corporation, such costs shall be added to the fine). Note: where the fine is not paid within thirty (30) days following the incident, the fine will be added to the common element fees for the unit which is the dog owner’s place of residence.

**3. Dogs - Disposal of Faeces**

- 3.1 Any owner of a dog shall dispose of the dog's faeces in accordance with municipal instructions regarding the disposal of faecal matter.
- 3.2 Under no circumstances is faecal matter to be placed in a common element garbage bin or flushed from an exclusive-use rear yard onto open area common element property.
- 3.3 Fulfilment of Responsibility

Failure to comply with section 3.2 will result in a fine of \$100.00 per incident (note: any costs associated with clean-up incurred by the corporation shall be added to the fine). Note: where the fine is not paid within thirty (30) days following the incident, the fine will be added to the common element fees for the unit which is the dog owner's place of residence.

**4. Dogs - At Large**

- 4.1 At Large

Under no circumstances shall any owner of a dog permit the dog to be at large on common-element property that is not a closed, exclusive-use rear yard.

- 4.2 Under Control

When a dog is in any place on common-element property that is outside an exclusive-use rear yard, the owner of the dog shall ensure that it is kept on a leash and under the control of a person able to control the dog, i.e., the leash must be held by the person having able control of the dog.

- 4.2 Fulfilment of Responsibility

Failure to comply with sections 4.1 and/or 4.2 will result in a fine of \$100.00 per incident. Note: where the fine is not paid within thirty (30) days following the incident, the fine will be added to the common element fees for the unit which is the dog owner's place of residence.

**5. Dogs - Noise**

Complaints regarding barking dogs should be directed to the City of Ottawa's By-Law Enforcement Services.

**6. Cats****6.1 Damage to Common Element Property**

Any owner of a cat shall prevent the cat from damaging common element property.

**6.2 Fulfilment of Responsibility**

Any and all costs incurred by the corporation to repair damage to common element property that is caused by a cat shall be charged to the owner of the cat. Note: where these charges have not been paid within thirty (30) days following the date of written notification of the charges, the charges will be added to the common element fees for the unit which is the cat owner's place of residence.

**6.3 Cat Nuisance / Disturbance / Damage to Private Property**

Complaints regarding cats causing a nuisance or disturbance (e.g., spraying, defecating, whining or yowling), or damage to private property should be directed to the City of Ottawa's By-Law Enforcement Services.



**Background:** Each unit has been assigned a single-vehicle parking stall. Additional stalls exist for rental to owners and for visitor parking purposes. The common element roadways exist to provide vehicular access to the property. To protect the rights, welfare, safety, and security of the owners, tenants, and visitors, the Board of Directors shall apply the provisions outlined below.

### **1. Speed Limit**

The maximum speed limit for vehicles using common element roadways shall be 15 km/h.

### **2. Fire Lanes**

All common element roadways are designated as 'fire lanes'. Owners of vehicles parked on common element roadways risk having their vehicles ticketed and/or towed without notice and at their expense.

### **3. Parking Stalls**

Unless otherwise provided for by this regulation, the use of parking stalls shall be limited to personal vehicles deemed to be 'motor cars', 'light-duty trucks or vans', and 'light-duty recreational vehicles'. Vehicles exceeding the dimensions of a parking stall or that weigh in excess of light-duty vehicle constraints shall not be permitted to park in parking stalls.

### **4. Designation of Parking Stalls**

Parking stalls not assigned to individual units shall be considered as 'general parking stalls.' These general parking stalls shall be allocated as 'visitor parking stalls' or as 'rental parking stalls' at the complete discretion of the Board of Directors.

### **5. Inoperative/Derelict Vehicles**

No parking stall shall be used to park a vehicle in an inoperative or derelict condition. Owners of such vehicles risk having their vehicle ticketed and/or towed without notice and at their expense.

### **6. Trailers and Fixed Containers**

A trailer shall not be parked in any parking stall for more than 48 hours without the written consent of the Board of Directors. In the absence of such consent, the owner / renter of a trailer parked in a parking stall more than 48 hours risks having it ticketed and/or towed without notice, at their expense.

A fixed container shall not be located anywhere on common element property without the written consent of the Board of Directors. An owner may request that a fixed container be located on-site on one occasion only between 1 April and 31 October, and for a duration of no more than fourteen (14) days. The owner / renter of a fixed container who does not comply with these requirements risks having it removed without, notice at their expense.

## **7. Liability for Theft or Vandalism**

The Corporation accepts no liability for the loss or damage to vehicles parked on common element property resulting from theft, vandalism or natural cause.

## **8. Parking in Visitor Parking Stalls**

8.1 Parking stalls designated as visitor parking stalls are reserved for the use of visitors to the condominium. A resident who parks their vehicle in a visitor parking stall risks having their vehicle ticketed and/or towed without notice and at their expense.

8.2 A visitor's vehicle parked in a visitor parking stall between the hours of 1:00am to 7:00am must be registered with the Corporation's parking monitoring service provider. Contact details for the service provider are printed on signs posted next to visitor parking stalls. Registration instructions are provided by the service provider. An unregistered vehicle is subject to being ticketed and towed at its owner's expense.

Note: no vehicle may be registered for more than three (3) nights within a seven (7) day period without arranging for additional time with the Corporation's property manager. Failure to do so may result in the vehicle being ticketed and towed at its owner's expense.

## **9. Renting Parking Stalls**

### **9.1 Process**

An owner wishing to rent a parking stall must enter into a rental parking stall contract with the Corporation's property manager. Payment of rental fees is made by means of electronic funds transfer, as specified in section 3.2 of Regulation No. 16 (*Payment of Fees*).

### **9.2 Eligibility**

Only a unit owner is eligible to lease a parking stall. A tenant wishing to lease a rental parking stall shall obtain the signature of the unit owner on the corresponding rental parking stall contract. An owner who signs a rental parking stall contract shall be considered as the true lessee of the corresponding rental parking stall.

### **9.3 Distribution**

Rental stalls shall be allocated on a 'first come first served' basis. Should an excess of stalls be available, an owner may lease additional stalls.

### **9.4 Location**

Subject to availability, rental parking stalls shall be assigned as conveniently as possible to the lessee's unit.



**9. Renting Parking Stalls (continued)**

9.5 Minimum Term of Leases

The minimum duration of a rental parking lease shall be one month.

9.6 Termination of Leases

- a) An owner wishing to terminate a rental parking lease shall provide a minimum of two weeks' notice to the property manager.
- b) A lease signed by a person who ceases to be an owner is automatically terminated as of the date the person ceases to be an owner.
- c) Where a lease is deemed by the Board of Directors not to be in good standing due to non-compliance with sub-section 10.6 or with section 11, that lease may be terminated following a minimum two-week notification provided to the lessee.
- d) Should demand for rental stalls exceed supply, the Corporation may, at its discretion and following a minimum two-week notification, terminate any lease held by an owner in excess of the first two leases held by that owner.

9.7 Fees

Fees charged for the rental of a parking stall shall be set by the Board of Directors. Payment of fees shall be made in accordance with Regulation No. 16 (*Payment of Fees*).

9.8 Parking in Unassigned Rental Parking Stalls

Any vehicle parked in an unassigned rental parking is subject to being ticketed and towed at its owner's expense.

**10. Maintenance of Parking Stalls**

Notwithstanding maintenance undertaken by the Corporation, all assigned and rented parking stalls are to be kept free from accumulations of snow and ice. This responsibility resides with the person to whom the parking stall is assigned or rented. Failure to fulfil this responsibility may result in the Corporation pursuing the following course of action: issuance of a letter detailing the lack of proper maintenance followed by, if necessary, corrective maintenance activity being undertaken by the Corporation. Such corrective action may include the removal of the vehicle to facilitate maintenance. All costs associated with Corporation performed maintenance are to be passed on to the person to whom the stall is assigned or rented.



**Background:** The Corporation will permit owners and/or their tenants to post signs on common element property—on the condition that they comply with the provisions outlined below.

## **1. Material, Size and Purpose**

### **1.1 Material**

Owners/tenants may post printed signs only. Owners/tenants must not post lighted signs or signs that are mechanized in any way.

### **1.2 Size**

Owners/tenants must not post signs that exceed a maximum size of four feet by four feet.

### **1.3 Purpose**

Owners/tenants may post signs only for purposes of selling or renting their unit or to promote a candidate during municipal, provincial or federal government election campaigns. Posting of signs on common element property for any other purpose requires the approval of the Board of Directors.

## **2. Installation**

### **2.1 Notification/Responsibility**

Written notification of 'intent to post a sign' is not required. Owners/tenants are responsible for the installation, maintenance and removal of their signs and the repair—at the owner's/tenant's cost—of any damage caused to common element property as a result of installation, maintenance or removal activities. The owner/tenant is responsible for removing the sign should it impede access to common element property when required.

### **2.2 Location**

Owners/tenants may install signs directly in front of their own unit only. The Corporation shall permit signs to be posted elsewhere on common element property only with the approval of the Board of Directors.

### **3. Fulfilment of Responsibility**

#### **3.1 Maintenance/Removal**

Signs must be kept in good condition. Realty signs must be removed within seven days of the signing of an agreement to purchase or rent. Electoral signs must be removed within seven days of the relevant voting day.

#### **3.2 Repair of Damage to Common Element Property**

Should damage to common element property result from installing, maintaining or removing a sign, the owner/tenant must have the damage repaired to the satisfaction of the Board of Directors.

#### **3.3 Corporation Affected Repairs and Recovery of Costs**

Should the owner/tenant not fulfill their responsibility for removal or to repair damage to common element property within a reasonable amount of time, the Board of Directors shall have such work undertaken on its behalf. All costs associated with removal or the repair of damages to common element property will be recovered under the provisions of the Corporation's **By-law No.1, Articles I(b)(i) and III(b)(iii).II.**

**Background:** The swimming pool was constructed as an original feature of the Condominium. The Corporation welcomes residents and their guests to enjoy the pool during regular hours of operation—on the condition that all persons using the pool comply with the regulations outlined below.

## **1. Authority/Enforcement of Regulations**

The pool supervisor and on-duty lifeguard(s) shall have the authority of the Board of Directors to enforce pool regulations. **The pool supervisor and on-duty lifeguard(s) are to be obeyed on all matters that concern the access to, use of, and conduct at the pool.** Persons using the pool facilities shall obey all posted safety and pool use rules and directions. The pool supervisor and on-duty lifeguard(s) shall have the authority to suspend any individual(s) from the pool area for non-compliance with pool regulations. Complaints and suggestions should be referred to the lifeguard(s), the pool supervisor, or to the Board of Directors.

## **2. Operation and Use**

### **2.1 Municipal and Provincial Regulations**

All relevant provincial and municipal regulations concerning the opening, operation and closing of swimming pools and facilities, which are not otherwise provided for in this regulation, shall be followed.

### **2.2 Opening and Closing Dates, Hours of Operation**

The opening and closing dates, and the hours of operation shall be set by the Board of Directors. The Board shall have the right to alter the opening and closing dates and the hours of pool operation without notice. Any period of operation designated for the purposes of a single daily “open swim” time shall not exceed three (3) consecutive hours.

### **2.3 Lifeguards/Pool Supervisor**

The Board of Directors shall conduct the selection of lifeguards and appoint one as the ‘pool supervisor’. In accordance with provincial regulations, two lifeguards shall be on duty during peak periods when there are thirty or more users.

### **2.4 Equipment—Operational**

Devices for the control and operation of the swimming pool facility shall be manipulated by the Board of Directors, the pool supervisor and lifeguards only.

### **2.6 Equipment—Emergency**

The emergency telephone, located inside the Administration Building, is to be used only by the pool supervisor and lifeguards.

### **3. Access**

#### **3.1 General**

Authorized persons shall be permitted access to the swimming pool facility only during hours of operation and only when a lifeguard is on duty. Unauthorized persons shall not be permitted access to the swimming pool at any time.

#### **3.2 Attire and Accessories**

All persons entering the swimming pool must wear proper swimming attire. Floatation devices must be of a type designed for use in water, such devices shall not be left in the pool unattended. The use of eye goggles shall be permitted. Use of snorkels and masks or other types of accessories in the swimming pool or within the pool enclosure shall be permitted at the discretion of the lifeguard(s).

#### **3.3 Cleanliness**

All persons using the swimming pool must shower immediately before entering the pool, as well as following the use of toilet facilities. Note: there is a shower in both male and female washrooms as well as an external shower on the pool deck.

#### **3.4 State of Health**

Any persons infected with a communicable disease or having open sores on his or her body must not enter the swimming pool.

#### **3.5 Child Safety and Supervision**

3.5.1 To enter the swimming pool enclosure before and/or after the single daily period of time designated for the purpose of an open swim, children under twelve (12) years of age must be accompanied by a parent or a guardian of at least sixteen (16) years of age.

3.5.2 To enter the swimming pool itself, children under six (6) years of age must be "directly supervised" at all times by a parent or a guardian of at least sixteen (16) years of age.

**Note:** "directly supervised" means that at all times the parent or guardian must be within arm's reach of the child in the water and anywhere within the swimming pool enclosure (i.e., on the pool deck).

3.5.3 Children between six (6) and ten (10) years of age who are not able to demonstrate the level of swimming ability described in section 3.5.4 must be "directly supervised" at all times by a parent or a guardian of at least sixteen (16) years of age.

### **3. Access** (continued)

#### 3.5 Child Safety and Supervision (continued)

3.5.4 To enter the swimming pool without being directly supervised, a child over six (6) years of age must be able to demonstrate the following abilities unassisted and with confidence:

- float on his or her back and recover;
- float on his or her front with his or her face in the water and recover; and
- swim across the deepest part of the pool from one side to the other.

**Note:** tests to determine swimming ability will be conducted by the swimming pool lifeguards.

3.5.5 The number of children under six (6) years of age entering the swimming pool and pool enclosure in the company of a parent or guardian must not exceed a ratio of two children to one (2:1) parent or guardian of at least sixteen (16) years of age.

3.5.6 The number of children between six (6) and ten (10) years of age not able to demonstrate the level of swimming ability described in section 3.5.4 who enter the swimming pool and pool enclosure in the company of a parent or guardian of at least sixteen (16) years of age must not exceed a ratio of four children to one (4:1) parent/guardian except where each child is wearing a “Canadian approved” life-jacket or personal floatation device (PFD), in which case the ratio may be increased to a maximum of eight to one (8:1).

**Note:** “Canadian approved” means approved by Transport Canada, the Canadian Coast Guard or Fisheries and Oceans Canada.

#### 3.6 Guests

All guests shall be accompanied by a resident. At the discretion of the pool supervisor and lifeguard(s), a maximum of four persons will be allowed as guests per unit. Should the number of people using the pool exceed the safe maximum set by provincial regulation and it becomes necessary to restrict the number of persons within the pool enclosure, access preference will be given to residents.

#### 3.7 Reserved Access

At the discretion of the pool supervisor or lifeguard(s), access to the pool may be limited, for example, to adults (i.e., persons aged 19 years or older) or to teens (i.e., persons aged from 12 to 19 years).

#### 3.8 Pets

Pets shall not be permitted within the swimming pool enclosure.

**4. Conduct****4.1 Dangerous Actions**

Running on the swimming pool deck shall not be permitted. Potentially dangerous play of any type, either in the swimming pool or on the deck shall not be permitted. No person shall pollute the water in the swimming pool in any manner.

**4.2 Food / Beverages / Smoking**

Glass containers of any kind shall not be permitted within the swimming pool enclosure. Alcoholic beverages of any kind shall not be permitted within the pool enclosure. Food and non-alcoholic beverages must be consumed behind the painted line on the pool deck. Smoking within the pool enclosure shall not be permitted.

**4.3 Lawn Chairs**

The use of personally owned lawn chairs and the like shall be permitted; they shall be the responsibility of their owner; they must be placed along the outside perimeter of the pool deck; and they must be removed when their owner leaves the pool enclosure.



**Background:** To ensure that all monthly fees, e.g., common element or rental parking fees, payable for the current fiscal year are paid on time, the Board of Directors shall enforce, and owners must comply with, the requirements outlined below.

## **1. Determination of Fees**

As part of its budgetary responsibilities, the Board of Directors shall set the amount of all fees payable by owners to the Corporation.

## **2. Responsibility of Owners to Pay**

Owners must pay all fees in full and on-time according to the provisions set out in section 3; failure to do so will result in late payment charges and, if necessary, legal action (see Regulation No. 10).

## **3. Fulfilment of Responsibility**

### **3.1 Method of Payment - Common Element Fees**

Owners must pay common element fees on a monthly basis by electronic funds transfer. To initiate the process, each owner must submit a completed *Electronic Funds Transfer* application form to the Secretary-Treasurer together with a 'void' cheque for the account from which the common element fees are to be transferred. Transfer of funds takes place on the 3<sup>rd</sup> day of every month.

### **3.2 Method of Payment - Rental Parking Fees**

Owners who have contracted with the Condominium for the rental of a vehicle parking stall must pay rental parking fees on a monthly basis by electronic funds transfer. To initiate the process, each owner must submit a completed Electronic Funds Transfer application form to the Secretary-Treasurer together with a 'void' cheque for the account from which the rental parking fees are to be transferred. Transfer of funds takes place on the 3<sup>rd</sup> day of every month.

### **3.3 Failure to Pay**

Should an owner fail to pay in accordance with the processes described above, that owner shall be considered to be in default of payment. In such cases, the provisions of the Corporation's Regulation No. 10 shall apply.



**Background:** To ensure compliance with Article XV, Section (b), of the *Declaration* of the Corporation regarding Additions, Alterations, or Improvements by Owners, the Board of Directors shall apply the provisions outlined below.

## **1. Status Certificates**

### **1.1 Primary Purpose**

The primary purpose of the status certificate is to convey financial and management information to a mortgagor or lawyer acting on behalf of a prospective purchaser.

### **1.2 Secondary Purposes**

The Board of Directors shall use the issuance of a status certificate as the opportunity to alert prospective purchasers to situations in which the common element portion of a unit has been altered or modified in violation of the Corporation's *Declaration*. The status certificate will explain the obligation of the present owner to return the common element portion of the unit to its original state prior to the sale of the unit or, the obligation of the new owner to fulfill that responsibility, within a period of time set by the Board of Directors. The certificate will also advise the prospective purchaser to acquire from the previous owner, upon the close of sale, all documentation indicating the Board of Directors' approval of, and the unit owner's obligation to assume responsibility for, alterations, modifications or upgrades and related details of installation and construction involving the unit in question.

### **1.3 Time Frame and Fee for Issuing a Status Certificate**

The *Condominium Act*, s. 76 (3), allows a maximum of ten days for processing a request for a status certificate. Ontario Regulation 48/01, s. 18 (2), directs that the fee for producing a status certificate shall not exceed \$100.00.

## **2. Responsibility to Remove Additions, Alterations or Improvements**

The unit owner is responsible to remove or dismantle any alteration or modification made to the common element portion of the unit in violation of Article XV, Section (b) of the Corporation's *Declaration*.

## **3. Fulfilment of Responsibility**

### **3.1 Inventory**

The Board of Directors shall maintain an inventory of all situations in which the common element portions of units have been altered or modified in violation of the Corporation's *Declaration*, *By-laws* or Regulations. The Board shall notify, in writing, owners of such units that the common element portion of the unit must be returned to its original state prior to the sale of the unit, or within a period of time set by the Board of Directors.

**3. Fulfilment of Responsibility** (continued)

3.2 Time Frame

The owner must remove or dismantle alterations or modifications prior to the closing of the sale of the unit or, the owner must provide the Board of Directors a copy of a written commitment from the new owner stating their acceptance of responsibility for removing or dismantling the alterations or modifications within a period of time agreeable to the Board of Directors.

3.3 Corporation Affected Repairs and Recovery of Costs

Should the owner not fulfill their responsibility to remove or dismantle alterations or modifications of common element property within the time frame, the Board of Directors shall have such action undertaken on its behalf. All costs associated with the removal or dismantling of alterations or modifications will be recovered under the provisions of the Corporation's **By-law No.1, Articles I(b)(i) and III(b)(iii).II.**

**Background:** All units were originally equipped with front and rear exterior light fixtures. Such fixtures are the property of the Corporation. All matters relating to exterior unit lighting belonging to the Corporation will be governed by this Regulation.

## **1. Maintenance and Replacement**

### **1.1 Maintenance and Replacement of Fixtures**

Exterior unit light fixtures belonging to the Corporation shall be maintained only by the Corporation. In the event such fixtures are in need of repair or replacement, the owner or tenant shall contact the Board of Directors to have the fixture repaired or replaced. Owners or tenant must not attempt to repair or remove the Corporation's exterior unit light fixtures.

### **1.2 Maintenance and Replacement of Front Exterior Light Fixture Bulbs**

The front exterior light fixture bulb is the property of the Corporation. The Corporation shall maintain and replace front exterior light fixture bulbs. In the event such bulbs need to be replaced, the owner or tenant must contact the Board of Directors to have the bulb replaced. Owners or tenant must not attempt to remove or replace the front exterior light fixture bulb.

### **1.3 Maintenance and Replacement of Rear Exterior Light Fixture Bulbs**

The rear exterior light fixture bulb is the property of the owner / tenant. The owner / tenant is responsible for maintaining and replacing rear exterior light fixture bulbs. In the event such bulbs need to be replaced, the owner or tenant must not install a light bulb of greater wattage than what is recommended by the manufacturer and noted on the fixture itself.



**Background:** *Exclusive-use common element space* means that part of corporately owned common element property that is reserved for the exclusive use of the owner/resident of a particular unit. This space includes the rear or side enclosed yard adjacent to the unit and designed for the use of that unit, the front yard and front entrance area of the unit, and the parking stall assigned to the unit. To ensure that these spaces are appropriately used and maintained, the following conditions shall apply. **Note:** use and maintenance of parking stalls assigned by right of ownership or via rental contracts is governed by Regulation No. 13 (Parking and Traffic).

## **1. Use**

### **1.1 Exclusive-Use and Corporation Right of Access**

Common element space reserved for the exclusive use of a unit owner/resident is for their exclusive use. However, the foregoing does not restrict agents acting on behalf of the corporation from entering that space for the purposes of conducting repairs to, or replacements of, any and all aspects of common element property. In situations where the corporation must exercise its right of access, the resident will be provided with advance notice as to the purpose of the access requirement and the approximate date and time that the access will take place. Residents may secure their enclosed yard fence gate with a lock, but the lock must be removed in response to a notice of an access requirement from the corporation. Failure to do so may result in the lock being removed by the corporation.

### **1.2 Enclosed Yards – Storage of Private Property**

Exclusive-use enclosed yards shall not be used to store private property except for the following:

- property that is deemed acceptable under the terms of other C.C.C. No. 63 regulations;
- refuse material, provided it is kept in an appropriate container and kept only until the next scheduled collection day;
- seasonal outdoor-use furniture, (e.g., lawn tables, chairs and umbrellas), that is intended for the use of the unit resident(s);
- seasonal outdoor-use equipment and toys (e.g., barbeque; bicycle, toboggan) and other items designed for outdoor use, excluding motorcycles and snowmobiles;
- equipment for conducting activities described in Section 2.1, (e.g., water hose, sprinkler, garden tools), appropriate to the maintenance of the enclosed yard; and
- items specifically identified below.

**1. Use (continued)****1.3 Enclosed Yards – Clotheslines, Antennas, Climate Control Devices**

A clothesline apparatus, an antenna and/or a climate control device (e.g., central air conditioner) may be installed in an enclosed yard, however such items shall be free-standing and, in the case of climate control devices, shall be installed upon an appropriate support base. All such items shall not extend to a height which exceeds the height of the fence that encloses the yard. The resident shall be responsible for maintaining the item(s) in good condition and for removing them to facilitate corporation maintenance and/or repair activity. Personal property shall not be attached to any constructed component of condominium property, i.e., unit exterior walls, fences, or any condominium-owned tree.

**1.4 Enclosed Yards – Seasonal Structures**

Seasonal structures (e.g., gazebos, pergolas, arbours, screened enclosures) may be installed in enclosed yards. However, such structures shall not be attached to any constructed component of condominium property, (i.e., unit exterior walls, fences) or any condominium-owned tree. Seasonal structures shall not be installed before April 1<sup>st</sup> and shall be dismantled by October 31<sup>st</sup> (note: the frame of a seasonal structure, minus it's covering, may remain in place year round). The resident shall be responsible for maintaining such structures in good condition and for removing the structure(s) to facilitate corporation repair and/or replacement activity.

**1.5 Front Yards and Entrance Ways**

Exclusive-use front yards or entrance ways shall not be altered without the permission of the Board of Directors. This space shall not be used to store refuse or refuse containers.

**2. Fulfilment of Responsibility****2.1 Maintenance**

Each resident shall maintain the exclusive-use common element space reserved for their unit. This shall extend to the care and maintenance of any owner/resident installed plant material and any owner or resident installed upgrade. Maintenance activity shall include ensuring that exclusive-use common element space is kept free from prolonged accumulations of refuse material and from the storage of private property not permitted by this or other Corporation regulations.

**2.2 Repair of Damage to Common Element Property**

Should damage to common element property result from the installation, use, maintenance or removal of any item described in Section 1, or other items of private property, the owner must provide written notification of the particulars of the damage to the Corporation. The owner must have the damage repaired to the satisfaction of, and within a period of time set by, the Board of Directors.



**2. Fulfilment of Responsibility** (continued)

2.3 Corporation Affected Repairs and Recovery of Costs

Should the resident/owner not fulfill their responsibility to use and maintain their exclusive-use common element space according to this and other Corporation regulations, to repair damage to common element property, or to remove restricted private property—to the satisfaction of, and within a period of time set by, the Board of Directors—the Board shall have such maintenance, repairs or removals undertaken on its behalf. All costs associated with such maintenance, repair or removal activities will be recovered under the provisions of the Corporation's **By-law No. 1, Articles 1(b)(i) and III(b)(iii)**.

2.4 Liability for Personal Injury or Damage to Private Property

The owner shall be liable for any incidence of personal injury or damage to private property that may result from installation, use, maintenance or removal of items described in this regulation.



**Background:** The Corporation will permit the mounting of satellite antennae onto common element property provided that both the devices and their installation comply with the requirements of this regulation and the specifications contained in the Corporation's *Satellite Antenna Installation Guide* (CCC63-SatDish). Note: this guide is available from the Board of Directors upon request.

## **1. Material**

1.1 All materials used to effect installation must meet industry standards.

## **2. Installation Approval/Responsibility**

2.1 Written approval from the Corporation's Board of Directors is required prior to satellite dish installation. The request for such approval must be made in writing by the unit owner and include a statement to the effect that installation will be performed according to the requirements of the Corporation's *Satellite Antenna Installation Guide* (CCC63-SatDish) and that the owner accepts responsibility for installation, operation, maintenance and removal of the device, as well as the repair—at the owner's cost—of any damage caused to common element property as a result of installation, operation, maintenance, and/or removal.

## **3. Fulfilment of Responsibility**

### **3.1 Maintenance**

Items installed must be kept in good condition as required.

### **3.2 Repair of Damage to Common Element Property**

Should damage to common element property result from the installation, operation, maintenance, or removal of a satellite dish, the owner must provide written notification of the particulars of the damage to the Corporation. The owner must have the damage repaired to the satisfaction of the Board of Directors.

### **3.3 Corporation Affected Repairs and Recovery of Costs**

Should the owner not fulfill their responsibility to repair damage to common element property within a reasonable amount of time, the Board of Directors shall have such repairs undertaken on its behalf. All costs associated with the repair of damages to common element property will be recovered under the provisions of the Corporation's **By-law No.1, Articles I(b)(i) and III(b)(iii).II.**

**3. Fulfilment of Responsibility** (continued)

## 3.4 Removal

To allow the Corporation to fulfill its responsibility to repair and replace common element property, the owner is responsible for the removal of the satellite dish within fourteen (14) days following receipt of notice from the Board of Directors requiring such removal.

**4. Liability**

## 4.1 Personal Injury / Damage to Private Property

The Corporation accepts no responsibility for personal injury or damage to private property resulting from the installation, operation, maintenance, or removal of a satellite dish.

## 4.2 The Corporation accepts no responsibility for the cost of removing a satellite dish or for the cost of reinstalling a satellite dish, as may be required to allow repair or replacement of common element property (e.g., shingles, sheathing).

**Background:** The Ontario Fire Code requires that a working smoke alarm be installed on all levels of every Ontario residence. Failure to comply with this requirement can risk lives, and expose both the Corporation and individual unit owners to legal action and fines. Note: this regulation identifies minimum requirements in relation to the number of smoke alarms installed within a unit; owners may choose to exceed these requirements.

## **1. Smoke Alarm Devices**

1.1 Smoke alarms installed to meet the requirements of this regulation must meet the requirements of the Underwriters' Laboratories of Canada smoke alarm standard No. ULSC-S531-02.

## **2. Installation**

### **2.1 Location**

A smoke alarm must be installed on each of the three levels of each individual unit. Each alarm must be installed in a common access space on the level on which it is located, i.e., in the common hallway of each level. Note: the space behind a closable doorway does not constitute part of a common hallway, for example, inside an upstairs bedroom, inside a closet or within an enclosed staircase leading to another level of the unit. Each of these three smoke alarms must not be located so close to any thing that can impair the operation of the alarm, including but not limited to such things as ceiling fans or air conditioners.

### **2.2 Owner Responsibilities**

Owners must ensure that a smoke alarm is installed on each of the three levels of their unit. Owners must ensure that each of these alarms is maintained in a serviceable condition. Owners must replace any smoke alarm that becomes unserviceable or that has exceeded its recommended life span.

### **2.2 Corporation Responsibilities**

Where necessary to meet the requirements of the Ontario Fire Code, the Corporation shall – in the course of annual inspection (section 4) – cause smoke alarms to be installed in any of the three locations within a unit where a smoke alarm is required.

### **3. Routine Testing**

#### **3.1 Frequency**

The Office of the Ontario Fire Marshall Guideline on the Maintenance of Smoke Alarms (located at: <http://www.ofm.gov.on.ca/english/publications/guidelines/1998-04.asp>) recommends routine testing of smoke alarms under the following conditions:

- during a change of unit occupancy;
- (in the case of battery operated smoke alarms) when the occupants have been absent for seven or more days (such as for vacation) to ensure that the battery is still operational;
- following installation of a new battery for battery operated smoke alarms;
- following electrical renovations or servicing when smoke alarms are AC powered to ensure that the smoke alarm circuit has not been disconnected.

The Guideline also states that more frequent testing and cleaning schedules will provide greater assurance of operability and may reduce nuisance alarms.

#### **3.2 Testing and Maintenance**

The Guideline recommends the following steps for conducting routine testing and maintenance:

1. The smoke alarm should be tested using the test device located on the smoke alarm or another test method recommended by the manufacturer. The alarm signal should sound during this test. If interconnected smoke alarms are installed, all smoke alarms should sound the alarm when any one of the smoke alarms is tested.
2. Do a visual check to ensure that the smoke alarm is securely fastened to the ceiling or wall.
3. Do a visual check to ensure that the smoke alarm is not obstructed/installed in a manner that would prevent smoke from reaching or entering the smoke alarm (i.e. the ventilation holes of the smoke alarm must be kept clean and unobstructed, any ceiling fans are not close enough to prevent air flow from reaching the smoke alarm, etc.).

### **4. Annual Inspection, Maintenance and Replacement**

#### **4.1 Inspection and Maintenance**

The Corporation will undertake annual inspection and maintenance of smoke alarms installed to meet the requirements of the Ontario Fire Code, the recommendations of the Office of the Ontario Fire Marshall Guideline on the Maintenance of Smoke Alarms, and this regulation. Annual inspection and maintenance will be conducted by an agent acting on the Corporation's behalf.

**4. Annual Inspection, Maintenance and Replacement (continued)****4.1 Inspection and Maintenance (continued)**

Annual inspection and maintenance shall include:

- assessing smoke alarm location, mounting, condition, and age;
- dust removal;
- battery replacement; and
- testing.

The cost of annual inspection and maintenance shall be paid from the Corporation's operating fund.

**4.2 Permitting Entry**

Each unit owner must permit entry to their unit by the Corporation's smoke alarm inspection agent for the purposes of conducting annual smoke alarm inspection and maintenance. Failure to permit entry will result in a notification of failure to inspect being submitted to local Fire Department authorities.

**4.3 Replacement/Relocation**

Based on conditions identified in the Office of the Ontario Fire Marshall Guideline on the Maintenance of Smoke Alarms, During the course of annual inspections, the Corporation's smoke alarm inspection agent shall replace any one of the smoke alarms required by this regulation if:

- the smoke alarm does not sound an alarm during the test (after it is confirmed that the battery is fully charged or the AC power supply is not disconnected);
- the exterior of the case is physically damaged;
- the exterior case is painted;
- the unit is covered with smoke stains, heavy grease or dirt accumulations;
- the smoke alarm causes frequent false alarms that are not the result of cooking or steam;
- batteries show evidence of leakage or corrosion;
- the smoke alarm is more than 10 years old or has exceeded the manufacturer's recommended life cycle.

The smoke alarm inspection agent shall relocate any one of the smoke alarms required by this regulation that is improperly located to an appropriate location.

**5. Corporation Affected Installation, Replacement, Relocation Costs****5.1 Initial Payment and Subsequent Recovery**

Any and all costs incurred in relation to smoke alarm installation, replacement or relocation that is undertaken by the Corporation's smoke alarm inspection agent within a given unit shall be paid initially by the Corporation from its operating fund. Under the provisions of the Corporation's By-law No.1, Articles I(b)(i) and III(b)(iii).II, the Corporation shall then recover any and all costs related to smoke alarm installation, replacement or relocation from the owner of the unit in which the costs were incurred.

**5.2 Repayment**

The owner of a unit in which Corporation affected smoke alarm installation, replacement or relocation costs were incurred shall, upon receipt of a 'payment required' notification from the Corporation, pay those costs to the Corporation.

**5.3 Late Payment Charges**

Upon failure of an owner to make payment to the Corporation within a period of thirty (30) calendar days from the date of the 'payment required' notification, the Corporation shall apply the 'late payment charges' and lien provisions of the Corporation's Regulation No. 10, Section 1 Overdue Accounts.



**Background:** A unit left vacant or unoccupied for an extended period of time is vulnerable to risks arising from weather conditions or crime. Unit owners and residents are responsible for ensuring that the common element aspects of their unit are protected from such risks by complying with the requirements specified below.

## **1. Unit Owner or Resident Responsibilities**

If a unit will be vacant or unoccupied for more than three days during the winter season or more than one week at any other time of the year, the unit owner or resident shall comply with the following conditions during the period in which the unit is left vacant / unoccupied.

### **1.1 Windows and Doors**

The windows and doors of the unit are to be closed and locked.

### **1.2 Water Shut-off**

If the period during which the unit is left vacant or unoccupied takes place during the winter season, the unit-specific valve on the water supply line is to be shut, kitchen and bathroom faucets are to be opened, and toilets are to be drained (i.e., flushed *after* the water supply to the unit is turned off).

Note: an owner or resident of a unit equipped with a valve on a water line that supplies water to multiple units is cautioned not to turn off that valve.

### **1.3 Inspection**

During the period in which the unit is left vacant or unoccupied, the unit owner or resident shall ensure that the interior of the unit is inspected at a minimum frequency of every third day. If called upon to do so, the unit owner shall provide written confirmation to the Corporation that such inspection(s) took place.

## **2. Fulfilment of Responsibility**

### **2.1 Damages, Costs or Expenses**

The unit owner is responsible for any and all damages, costs or expenses, suffered or incurred by the Corporation or by any other unit owner or resident as a result of his or her failure to comply with the responsibilities set out in this regulation.