

**POLICY MANUAL
C.C.C. #6**

General Information

Board of Directors

The condominium act states that the affairs of the corporation shall be managed by a Board of Directors elected by the owners. Our board consists of five members. All of these positions are held for two years with 2 board members being elected one year and 3 board members being elected the following year. This should ensure continuity on the board of directors. The positions are elected every year at the Annual General Meeting. The board of directors meets once each month and may elect to hold open session meetings to be held with all residents of our community.

The board of directors makes all final decisions on work to be done within our community and, prior to decision making, obtains information from our property manager and other qualified individuals. It must be remembered at all times that the Board of Directors are residents of our community and are not reimbursed for the services they provide, thus, we must all respect their privacy. Any complaints, concerns or questions should be directed to the property management firm.

Property Management

We have engaged the services of a professional property management firm to carry out the decisions of the Board of Directors and ensure that work is completed by qualified persons and to specifications. The management company is also responsible for the collection of condominium fees and paying all bills in connection with our property.

Garbage Collection

In our community the garbage is collected twice weekly - Monday's and Friday's unless either day is a holiday in which case the garbage will be collected the next day. Garbage should not be put out prior to 9:00 p.m. the night before pickup and should be out before 7:00 a.m. the day of pickup. Garbage must be in large, well-fastened garbage bags. Recycling day is Friday only!

Insurance

The corporation holds insurance coverage on all common elements of our community and on the buildings (both townhomes and apartment buildings). Owners and/or tenants are required to hold insurance on their belongings and personal liability.

Maintenance and Repair

Generally, the Corporation is responsible for normal maintenance and repairs to all common elements. A common element, as defined in the Declaration, is loosely interpreted as everything outside your own unit including exterior walls, attic areas, and shared walls, ceilings and floors. However, each owner is expected to maintain his/her yard, shrubs and bushes in a responsible manner. Installations, (e.g. patios, flower beds, gates) and all over appearance must be maintained by the owner in a manner acceptable to the Corporation. General repairs and preventative maintenance will be described in the following paragraphs with a breakdown of Corporation/Unit Owner responsibilities. The following chart and subsequent paragraphs was prepared by the legal firm Nelligan O'Bryan.

<u>Dwelling Feature</u>	<u>Responsibility</u>
Drywall	Owner
Exclusive use yard	Owner
Foundation Wall	Corporation
Basement Concrete Walls	Corporation
Basement Concrete Floor Slab	Corporation
Carpets/Hardwood Flooring	Owner
Windows and frames	Corporation
(except interior finishing - i.e. paint and caulking)	

within the unit)

Screens and Hardware
Doors and Door Frames
(except interior finishing - i.e. paint and caulking
within the unit)
Furnace and Duct Work
Interior Plumbing

Responsibility

Owner
Corporation

Corporation
Owner (except
Any plumbing
That also
Services

Electrical

Owner (except
Any electrical
That also
Services
another unit

*provided, however, that any services which lie outside the unit boundaries are common elements.

- Notes:
1. Any damage caused by a resident, tenant or guest is the responsibility of the unit owner
 2. Any damage caused by the negligence of a resident or caused by lack of reasonable maintenance (e.g. car oil changes) is the responsibility of the unit owner.
 3. The Corporations' Declaration and Plans are the governing documents. They are paramount in the event of any inconsistency with this chart.

Leased Units

The Condominium Act, Declaration, By-Laws, Rules and Regulations apply to ALL tenants, guests, servants and agents in the same manner as owners. No owner shall lease a unit unless he/she delivers to the Corporation an agreement signed by the tenants. Where a tenant residing in a unit is in breach of any of the provisions of this Declaration, the By-Laws and/or rules and regulations of the Corporation and such breach continues for a period of at least ten (10) days following written notification by the Board of Directors or the Property Manager to the tenant of such breach, or if such breach recurs, the Corporation, in addition to any other remedies it may have pursuant to the Act, the Declaration, the By-Laws and the Rules and Regulations of the Corporation or any other remedies it may have at common law shall have the right to do the following: a) Notify the unit owner of such breach or recurring breach by his/her tenant and require the unit owner to take immediate steps to remedy the situation and; b) If the unit owner fails, within seven (7) days after notification to remedy such breach the Corporation shall be and is hereby irrevocably authorized, constituted and appointed the true and lawful attorney of the unit owner for and in his/her name to the following:

- i) give notice to the tenant to terminate the tenancy in accordance with the Landlord and Tenant Act and/or the Condominium Act of Ontario
- ii) apply for an Order declaring the tenancy terminated in accordance with the said Landlord and Tenant Act and/or the Condominium Act of Ontario.
- iii) do all manner of acts, assurances, deeds, covenants and things as shall be required and as the Corporation or its counsel may see fit or all of the foregoing purposes.

Any owner leasing his/her unit shall be relieved thereby from any of his/her obligations with respect to the unit, which shall be joint and several with his tenant.

Pets

At no times may a pet be allowed to roam freely in the common-use areas of the Condominium. When outside, a pet must be on a leash at all times and accompanied by a responsible person. It is the responsibility of each pet owner to ensure that their pet does not foul or damage any common-use area. Each pet owner is responsible for keeping the noise level to an acceptable level at all times. Excessive barking or other noise made by an animal must also be stopped by the owner in any effective way necessary. No livestock or fowl may be kept on the property. All pet owners are required to adhere to the City of Ottawa "Poop and Scoop" bylaws.

Community Hall Rental

The hall on site at 55 Sumac is available to all residents for a nominal fee. The hall is available for rental from 9:00 a.m. to 1:00 a.m. For a full list of rules and the fee schedule, please contact the Property Manager.

Policy Number 1 - Window/Door Replacement

The window replacement has been set in place over a 5-year period, and windows will be replaced on a yearly basis until such time that all windows have been replaced, except in the case of emergency. Door replacement is completed on an as-needed basis. The minimum standard front entry door is a 6-panel Colonial door. Owners may upgrade at their own cost, and said door becomes property of the Corporation. This upgrade must be approved by the Board of Directors in advance of installation in accordance with Bylaw No. 7.

Policy No. 2 - Seasonal Decorations

All seasonal decorations must be removed within 30 days of the holiday (i.e. 30 days after Christmas or Halloween). Decorations must be attached with plastic suction holders. No holes may be made to any of the common elements for the purpose of seasonal decorations.

Policy No. 3 - Window Air Conditioning Units

Window air conditioning units are allowed with the following provisions:

1. Units should not be installed prior to May 1st and must be removed no later than October 15th.
2. Should the installation of said unit require removal of windows any remaining window space after installation shall be closed with the use of clear Plexiglass.

Policy No. 4 - Front/Backyards

The backyards of the townhomes are for exclusive use of the owners. It is the individual homeowner's/tenant's responsibility to ensure that:

- the yards are kept clear of garbage, debris and animal feces
- the grass is kept trimmed
- removal or trimming of trees is at the expense of the homeowner; however, the corporation reserves the right to request trimming of trees or bushes at the expense of the homeowner, should such tree/bush be causing damage to any of the common elements.
- toys, bikes and sleds should be kept tidy.

The front yards of the townhomes are for exclusive use of the owners. It is the individual's homeowner's/tenant's responsibility to ensure that:

- the yards are kept clear of garbage, debris and animal feces
- the grass is kept trimmed and free of weeds
- plant beds are kept tidy and not free to overgrow.
- toys, bikes, sleds should NOT be left in the front yards.

Policy No. 5 - Request for Alterations and/or Additions

All requests for alterations and/or additions must be made in writing to the Board of Directors; this includes both interior and exterior alterations in accordance with Bylaw No. 7. No work may be undertaken without specific approval, in writing, of the Board of Directors. If such work is done without prior approval and is in conflict with the by-laws, rules and guidelines, the present homeowner will be required to return the common elements to their original state at his own expense. Some of these changes involving common elements include, but are not limited to:

- alterations, additions, improvements, or renovation of a unit;
- installation of central air conditioning units;
- installation of exterior hand railings;
- construction of storage sheds;
- installation of ceiling fans and/or light fixtures where no previous wiring and/or fixture existed;
- installation of screen/storm doors
- patios, decks, interlocking stone, etc.;
- gates and fences.

Any alterations, modifications, or alterations made by a unit owner must be maintained in a state of good repair at his/her own cost, except where otherwise noted and must not endanger safety or health.

In the event of any discrepancy between this policy manual and Bylaw No. 7, the Bylaw is the senior document and all disputes will be settled in accordance with the Bylaw.

Policy No. 6 - Signs

One (1) lawn sign offering a unit for sale or rent may be used per unit. No other form of signage is permitted with the exception of temporary "Open House" signs which may be placed on the common elements provided they do not impede pedestrian access or sight lines for traffic. Any damages caused by such signs will be the responsibility of the homeowner.

Policy No. 7 - Clotheslines, Awnings, Antennas

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

Clotheslines and clothes racks are prohibited on all common elements, including exclusive use areas.

No awnings or shades are permitted on the buildings without the prior consent of the Board of Directors.

Policy No. 8 - Hanging Flower Pots, Flower Boxes

Flower pots, flower boxes and baskets are permitted provided they are not permanently affixed to the concrete retaining walls, soffits or facia.

Policy No. 9 - Steps

Owners are responsible for keeping the steps and porches attached to the unit clear of ice, snow and any other article or debris, which could be hazardous to persons using the steps or porches.

Policy No. 10 - Outdoor Taps

All taps to the outside water supply must be turned off and drained by November 1st of each year.

If your unit has a main valve, it may be located in the ceiling of your basement near the window below your water tap. Should failure to turn off the valve result in freezing and rupturing of pipes, the owner of the unit will be assessed any damages. Assistance may be given to turn off pipes in your unit by contacting the office.

Policy No. 11 - Unit Owner's Liability

In accordance with the provisions of the Condominium Act, the Declaration and By-Laws, owners of units are held responsible for any costs arising from any actions that have been taken in respect to that unit. This policy applies to all policies adopted by the Board of Directors concerning alterations to common elements made by a unit owner.

Should any damage or costs result from any authorized or unauthorized additions, modifications or alterations by a unit owner of the common elements, that unit owner shall be responsible for costs necessary to remedy the situation.

Any additions, modifications or alterations made by a unit owner:

- a) must be maintained in a state of good repair at the owner's cost (except where otherwise noted);
- b) must not endanger safety or health
- c) must not affect the Condominium's insurance policy, and
- d) must be 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.

Policy No. 12 - Parking

Each unit is supplied with one (1) parking space. Owners are permitted to rent out their parking space should it not be required. Owners are not permitted to park in visitors parking. Overnight visitors are required to register their vehicle with Carleton Parking 613-720-5021. Only cars, station wagons, vans, motorcycles and trucks up to one-half ton are permitted. A board must be placed under motorcycle kick stands to prevent asphalt damage. Only one vehicle is permitted per parking space. No trailer, boat, snowmobile, RV or truck over one-half ton, ATV, machinery or equipment shall be parked in designated parking areas. No vehicles shall be driven on any part of the common element other than designated roadways. No repairs or maintenance may be made to vehicles on the common elements. Should a resident have problems with unauthorized vehicles parking in their reserved spot, said resident should contact bylaw enforcement and, if necessary, the property manager who can supply proof of reserved status for the parking spot.

Policy No. 13 - Late Fees

Residents are reminded that condominium fees are due on the first of each month. There are two methods of payment: automatic pre-authorized payment or monthly payment by cheque.

We encourage residents to sign up for the automatic pre-authorized payment method as it eliminates the handling of cheques by all parties. For information on how to sign up for this service, please contact the Property Manager.

If you prefer to pay by cheque, residents are asked to provide post-dated cheques rather than dropping the cheques off each month. However, should you prefer to send in monthly cheques, you are asked to ensure that your cheque has been mailed to the Property Management firm and received by the first day of the month. If the cheque has been received after business hours (i.e. 5:00 p.m.) on the first day, late charges will apply.

Condominium fee cheques will be returned if received after the first of the month and late charges of \$25.00 will apply. The resident will be required to replace the cheque and include late charges.

Policy No. 14 - Apartment Building Common Areas

Our Corporation has 6 apartment buildings. In these buildings, there are common areas as

follows: hallways, stairwells, laundry room, storage room, bicycle room and garbage room.

There is NO smoking allowed in ANY common area as described above at any time.

Laundry rooms are to be used during the hours of 7:00 a.m. and 11:00 p.m. Please ensure that you remove your items from the washers and dryers in a timely fashion. Empty laundry cleaning containers should be disposed of in the garbage. Should a spill occur, it should be cleaned up by the particular resident that caused the spill.

The storage areas for each apartment should be kept tidy and clear of garbage or any flammable materials. We encourage residents to periodically clean out their storage area and dispose of any items no longer needed.

The bicycle rooms are for storage of residents' bicycles ONLY.

Garbage should be disposed of using good quality garbage bags and fastened tightly. It is preferable to dispose of soiled diapers using a home diaper genie or to double bag them. Litter box waste should be disposed of in a double bag.

At no time should any resident enter the boiler rooms in any of the apartment buildings for any reason unless instructed to by the property manager.

No barbeques shall be allowed to remain outside of the building when not in use, and when in use must be a minimum of 20 feet away from the building and must be supervised by a responsible person at all times.

Policy No. 15 – Satellite Dishes

In accordance with Bylaw No. 7, a communal satellite system is the only permitted satellite use within the community. Should a group wish a satellite system, they must form a committee and provide documentation to the Board of Directors and approval from the Board of Directors prior to installation of such system.

Policy No. 16 - City of Ottawa Bylaws

All residents of CCC #6 must adhere to the City of Ottawa bylaws. Any infractions of these bylaws (i.e., noise complaints, pet complaints) are to be dealt with by the proper authorities at the City of Ottawa Bylaw Enforcement, 613-580-2400

***All of the above policies and information have been gathered to ensure pleasurable living for ALL residents of C.C.C. #6. Should there be any conflict with the policies, the Bylaws & Declaration of the Corporation, and the Ontario Condominium Act supercede all policies.**