

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 781

WOODLAND RIDGE TERRACE HOMES

RULES

RULES AND REGULATIONS

The following rules shall be observed by the owners. The term "owner" shall include the owner or any other person occupying the unit with the owner's approval, the term "property" shall include the units and the common elements comprising the Corporation, and the term "common elements" shall include all exclusive use common elements unless otherwise specifically provided herein. Failure of the Board or manager to enforce any rule or regulation on any occasion or occasions shall not be construed as a change in the rules or as permission to continue or repeat a breach of such rule or regulation. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by any owner, the owner's family, guests, servants, agents or occupants of that unit, shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.

1) GENERAL

- a) Use of the common elements and units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.
- b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners and occupants, their families, guests, visitors, servants or agents.

2) PETS

- a) Only domestic pets or animals shall be allowed or kept in or about any unit or the common elements. Without limiting the generality of the foregoing, owners are prohibited from keeping in any unit or in any other part of the property dogs which are trained as attack or security dogs. Permitted pets or animals shall not be allowed to create a disturbance. Any pets or animals making disturbing noises or behaving objectionably are liable to be removed from the property. Any pet or animal which, in the opinion of the Board, constitutes a nuisance, shall not be allowed or kept in or about any unit or the common elements or any part thereof. All permitted pets or animals must be controlled by hand-held leash or caged when on the common elements. No owner shall tie up a pet or animal on the common elements nor leave a pet or animal unattended thereon. Any owner who keeps a pet or animal on the property or any part thereof in violation of this rule shall, within two (2) weeks of receipt of a written notice from the Board or the manager requesting the removal of such pet or animal, permanently remove such pet or animal from the property.
- b) Pet owners are required to "stoop and scoop" on the property. Pet owners should also ensure that the eventual disposal (including disposal of cat litter) is performed in a sanitary manner. The Board shall be entitled to levy a fine against an Owner in contravention of this Rule, in an amount to be set periodically by the Board, and initially in the amount on the schedule attached.
- c) Any dog or cat must wear a collar with the identification of its owner.

3) QUIET ENJOYMENT

- a) No owner or occupant shall create or permit the creation of or continuation of any noise or nuisance which, in the sole discretion of the Board, may or does disturb the comfort or quiet enjoyment of the property by other owners or occupants or their families, guests, visitors, servants and persons having business with them. No noise resulting from the Owner's use of a Unit shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise is being transmitted to another Unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his expense take such steps as

shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitor's fees).

- b) Any repairs to the units or common elements shall be made only during reasonable hours.
- c) Owners shall permit entry into their units by persons duly authorized by the Board in writing for the purpose of spraying for pest control. Owners shall advise the Board as soon as possible of any pests in their unit.

4) SECURITY

- a) No owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property. If an owner or occupant should install a security system in the owner's unit, the owner shall provide the management company with sufficient information, or otherwise make arrangements satisfactory to the management company, to enable the management company to enter the unit on an emergency basis and disarm the security system. This rule shall not be applicable to the Declarant.

5) SAFETY

- a) Owners and occupants shall not overload existing electrical circuits.
- b) No barbecues may be used in any unit but may be used on the exclusive use patio areas and balconies (as described in the Declaration), provided same are in accordance with all Fire Code regulations.
- c) No stores of coal or any combustible or offensive goods, provisions or materials shall be kept on the property including firecrackers or other fireworks.
- d) Owners or occupants of units shall ensure that the smoke detectors in the units and the carbon monoxide detectors, if required by the Ontario Building Code, are in good operating order at all times and shall not tamper with nor cause them to unnecessarily activate.

6) COMMON ELEMENTS

- a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property including grass, trees, shrubs, hedges, flowers and flower beds.
- b) No building, shed, structure or tent shall be erected, placed, located, kept or maintained on the common elements. Fences to enclose rear yards must conform to the specifications imposed by the Board.
- c) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever except where authorized by the Board.
- d) The sidewalks, walkways and roadways which are part of the common elements shall not be obstructed by any of the owners or occupants or used by them for any purpose other than for ingress and egress to and from the buildings, a unit or some other part of the common elements.

- e) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window or door, terrace or balcony. Any owner wishing to remove snow or ice from a balcony shall do so in a manner that will protect the safety of persons on the ground.
- d) No antennae, either television or radio transmitter or receiver including Satellite Earth Stations (dishes), or other communications devices, shall be erected on any building, structure or land other than a satellite dish measuring 18 inches or less in diameter and only upon prior approval by the Board of Directors as to the location for such installation, which approval may be arbitrarily withheld. In no event shall the satellite dish be erected on the front of the house.
- f) No goods and chattels may be left or stored on the common elements including exclusive use common elements except as specifically authorized by the Declaration, by-laws and rules of the Board.
- g) No bicycles shall be placed, located, kept, maintained or stored on the common elements except on owners' own exclusive use patio area or balcony.
- h) Other than central air conditioning apparatuses installed by the Declarant, or apparatuses installed in accordance in the Declaration, only patio/lawn furniture is allowed on terraces and balconies, and only in season. All such items shall be safely secured.
- i) No clothesline shall be erected nor shall clothes be allowed to dry outside of a unit.
- j) No owner may landscape any part of the common elements, including those areas over which he or she has exclusive use, without obtaining the written consent of the Board.

7) DWELLING UNITS

- a) No owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to the unit without the prior consent of the Board.
- b) No hard surfaces, such as ceramic, marble tile or hardwood flooring, are permitted on the stairs leading to the upper terrace home units. All other hard surfaces shall be installed with a cork underlay or such other noise reduction material specified by the Board.
- c) The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose family, guests, visitors, servants, clerks or agents shall have caused it.
- d) No owner shall do, or permit anything to be done in that owner's unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building, or on property kept therein; or result in the cancellation or threat of cancellation of any policy of insurance arranged by the Corporation; or obstruct or interfere with the rights of other owners; or do anything which is, on a reasonable standard, bound to annoy them or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- e) Should the occupation or use of a unit result in an increase of premium payable by the Corporation for any policy or policies of insurance, then the owner of such unit shall be liable to the Corporation for the increased premium payable which shall be charged back to the owner as additional contributions towards common expenses and shall be recoverable as such.

- f) No owner shall construct any object, article, item or thing on the Property nor shall any owner repair same on the Property except within the owner's dwelling unit.
- g) Water shall not be left running unless in actual use. Owners shall take all reasonable measures to conserve water.

8) MOTOR VEHICLES, PARKING, PARKING UNITS AND SPACES

- a) No parking unit or space shall be used for any purpose other than to park one operable passenger vehicle that is either a private passenger automobile, station wagon, compact van or jeep or motorcycle or one light truck no more than 3/4 ton. No trailer or camper or other recreational vehicle, with or without eating or sleeping accommodation and no commercial vehicles shall be parked or stored on the property.
- b) No repairs, lubrication or oil change shall be made to any motor vehicle on any part of the common elements or on any parking unit or space.
- c) A protective pad must be placed beneath the kickstand of all motorcycles when parked.
- d) Electrical outlets situated at parking spaces may be used for plugging in block heaters only.
- e) No motor vehicle shall be driven on any part of common elements at a speed in excess of the posted speed. Except where otherwise posted, the fixed speed limit for motor vehicles or bicycles on the common elements shall be ten (10) kilometres per hour.
- f) No owner or occupant shall park a motor vehicle on any part of the common elements and without limiting the generality of the foregoing, a driveway, fire zone, delivery or garbage pick-up, areas designated by the Board as posing a security risk, or visitors' parking spaces or on any parking space other than his or her own or other than one which he or she has leased.
- g) In the event that the Board, for reasons of cleaning, snow removal, maintenance or repair, temporarily requires vacant possession of any parking unit or driveway, the owner thereof or having the use thereof shall ensure that such space is vacated for the period as the Board requires in the circumstances. In the event that such owner fails to so vacate the parking unit or space upon reasonable notice the Board shall be entitled to remove or have removed any motor vehicle or other obstruction from the parking unit or space and the cost thereof shall be charged back against such owner as an additional contribution to the common expenses and shall be recoverable as such; the Board and the Corporation shall not be liable for damages resulting from such removal.
- e) The visitors' parking spaces shall be available only for the use of bona fide visitors of the Owners. Owners themselves, or members of their households shall not use the visitors' spaces for parking of their own vehicles. Owners shall ensure that their visitors, who are intending to park their vehicles overnight, shall register their vehicles with the Manager or his designated parking control representative. A registration issued by the Manager, or his designated representative shall not be for more than a three day period in any consecutive seven days. Vehicles not registered or exceeding the permitted registration period will be ticketed and/or towed at the owner's expense. Board approval shall be required for vehicles to be parked overnight for more than three days in any seven consecutive day period and the hosting Owner shall supply the Board with all such information as the Board may reasonably request to satisfy itself as to the legitimacy of the circumstances giving rise to the request. Furthermore, without special authorization of the Board, the parking of any vehicle in the visitor's parking area, overnight, on more than ten days in any one month period shall, notwithstanding the registration of the vehicle, be regarded as an abuse of the hosting Owner's privileges and such Owner shall be denied the right to further registration of vehicles in the visitor's parking area. For the purposes of this Rule, the term "Owner" includes tenants of an Owner and overnight parking of a vehicle shall be deemed to have occurred when the vehicle has been parked in the visitors' parking spaces between the hours of 11:30 p.m. to 6:30 a.m..

9) GARBAGE DISPOSAL

- a) The owner shall not place, leave or permit to be placed or left in or upon the common elements any debris, refuse or garbage. Such debris, refuse or garbage shall be contained in properly sealed refuse bags and properly secured containers equipped with a locking lid to prevent mess, odours and disintegration. If garbage is not picked up at the curb, the garbage shall be placed on the garbage pads designated for that purpose or other area or areas designated for reception of garbage by the Board from time to time. Such debris, refuse or garbage secured in the manner set out above, shall only be placed on the garbage pad after 9:00 p.m. the night before garbage pick-up and before 7:00 a.m. the day of garbage pick-up. Garbage containers shall be removed from the garbage pads as soon as possible after garbage pick-up occurs, but in any event no later than 10:00 p.m. on that day.

10) AUCTIONS/YARD SALES

Owners shall not conduct or permit to be conducted any auctions or yard sales (commonly known as "garage sales") on any part of the property, including the exclusive use common elements, without the prior written consent of the Board thereto.

11) LEASING AND OCCUPANCY

- a) Owners leasing their units shall obtain from the tenant(s) the form attached as Schedule B and file an executed copy with the Board prior to the date the tenant(s) takes possession of the Unit. Owners shall file with the Board either a copy of any lease of any Unit together with a copy of each renewal or termination of same or a summary of the terms on the form required by the *Condominium Act, 1998*, a copy of which is attached as Schedule B.
- b) Owners shall ensure that their tenants comply with the provisions governing the use and occupation of dwelling units and the use of the common elements as set forth in the Rules. The Owner shall be personally responsible for its tenants, and all actions of the occupants of the Unit, including liability for costs associated with the negligent actions of its tenants and/or occupants. In the event that legal action is commenced in order to enforce the Act, the Declaration and the Rules, the owner shall be responsible for the costs of such legal enforcement.

12) ADDITIONAL RULES AND ENFORCEMENT

- a) In accordance with the Act, the Board may pass further rules respecting the use of the common elements and units or any of them to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units and the owners may at any time after a rule and regulation becomes effective amend or repeal a rule and regulation at a meeting of owners duly called for that purpose.
- b) In addition to the fines set out in Schedule A, any losses, costs or damages incurred by the Corporation, by reason of a breach of any Rules in force from time to time by any Owner, his or her family, guests, servants, agents, tenants, or occupants of his or her unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses. Without limiting the generality of the foregoing such losses, costs or damages shall include but shall not necessarily be limited to the following:
 - i) All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce the Rules;
 - ii) An administrative fee in the amount of \$100.00 to be payable to the Corporation for any breach of the Rules that continues after the initial notice has been sent by the Corporation or its Agents, and

- iii) further administrative fees in the amount of \$100.00 per month, for each month during which the breach of the Rules continues.
- c) Failure of the Board or the company managing the affairs of the Corporation to enforce any rule on any occasion or occasions shall not be construed as a change in the rules or as permission to continue or repeat a breach of such rule.
- d) Each of the Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of the Rules shall not impair or affect in any manner the validity, enforceability, or effect of the remaining part of the Rule (if applicable) or of the Rules, and in such event, the other part of the Rule or the other Rules shall continue in full force and effect as if such invalid Rule or part of a Rule had never been included herein.

SCHEDULE A
SCHEDULE OF FINES

Noise Complaints	Two warnings, followed by \$50.00 fine per occurrence
Unregistered Vehicle in Visitor Parking	\$50.00 plus towing charges
Littering and Vandalism	\$25.00 per occurrence
Pets - Failure to "Stoop and Scoop" - Unleashed Pets	\$50.00 per occurrence Two warnings, followed by \$25.00 per occurrence

SCHEDULE B
Tenant's Letter of Undertaking

I/we, _____, covenant and agree that I, the members of my household and my guests from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration and the By-laws, and all rules of the Condominium Corporation, during the term of my tenancy.

I/We acknowledge receipt of the Declaration, By-Laws, and Rules of the Corporation.

I/We intend to occupy the Unit with the persons named as our principal residence for the stated term of the Lease and for no other purpose and I/we acknowledge that only those persons named herein will be entitled to reside in the Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Unit contravenes the provisions of Declaration, By-laws and rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Condominium Act.

We are responsible for the actions of any occupant and agree to carry liability insurance.

DATED at _____, this _____ day of _____, 200_____

Signed by _____

Name _____

Signed by _____

Name _____

Unit No. _____

Tel. Home _____

Tel. Work _____

No. of Occupants in Unit

Adults _____

Children _____

Pets _____

SCHEDULE C

Form 5

Condominium Act, 1998
SUMMARY OF LEASE OR RENEWAL
(clause 83 (1) (b) of the Condominium Act, 1998)

TO: Ottawa-Carleton Standard Condominium Corporation No.

1. This is to notify you that:

a written oral (circle appropriate)

lease sublease assignment of lease (circle appropriate) OR

a renewal of a written oral (circle appropriate)

lease sublease assignment of lease (circle appropriate)

has been entered into for:

Unit(s) _____, Level(s) _____ (include any parking or storage units that have been leased)
on the following terms:

Name of lessee(s) (or sublessee(s)) : _____

Telephone number: _____

Fax number, if any: _____

E-Mail Address: _____

Commencement date: _____

Termination date: _____

Option(s) to renew: _____

(set out details)

Other information: _____

(at the option of the owner)

2. I (We) have provided the (strike out whichever is not applicable: lessee(s), sublessee(s)) with a copy of the declaration, by-laws and rules of the condominium corporation.

3. I (We) acknowledge that, as required by subsection 83 (2) of the Condominium Act, 1998, I (we) will advise you in writing if the (strike out whichever is not applicable: lease, sublease, assignment of lease) is terminated.

Dated this _____ day of _____

(signature of owner(s))

(print name of owner(s))

(In the case of a corporation, affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.)

(address)

(telephone number)

(fax number, if any)