

Dear Woodlands Phase I Residents:

The purpose of this *Guidelines & Handbook* is to inform all owners and renters of the Woodlands Phase I Co-Tenancy of the rules, regulations, procedures and guidelines aimed at encouraging acceptable and consistent conduct within our immediate community.

Measures have been put in place to allow the Co -Tenancy Board of Directors, along with the Property Management Company, to enforce these rules as defined in this handbook.

Note that the Co -Tenancy remains subject to all bylaws established by the City of Ottawa.

All residents share in the responsibility to maintain their home and property and by extension the Woodlands Phase I community in a safe and enjoyable place for everyone.

We ask that you read this document carefully and understand its contents fully. Keep this *Guidelines & Handbook* handy for quick and easy reference.

The Woodlands Phase I Co -Tenancy Board of Directors

1. ORGANIZATIONAL STRUCTURE

1.1. Co -Tenancy Board of Directors

There are 57 units in the Woodlands Phase I Co-Tenancy which are administered jointly by the Woodlands Phase I Co-Tenancy Board of Directors and managed by a Property Management Company and its designated property manager.

The Board of Directors consists of three members in the following offices: President, Vice President and Secretary-Treasurer.

It is the responsibility of the Board of Directors to convene an Annual General Meeting (usually held in December) to present:

- The results of the financial audit for the previous fiscal year;
- The proposed budget for the coming fiscal year;
- Open the floor for the election of new members to the Board of Directors; and
- Encourage those in attendance to submit questions or concerns related to the co-tenancy.

The Board of Directors determine the individual role of the elected officers.

The Board of Directors' mandate is to act on behalf of the Owners in making decisions required for the good operation of the Co-Tenancy. Typically, this is limited to working with the Property Management Company and overseeing the approved work. Decisions of the Board of Directors are made in good faith and in the best interest of the Woodlands Phase I Co-Tenancy.

The Board of Directors meets regularly to review the monthly financial statements provided by the Property Management company and advise the Property Manager of any work or recommendations that require his (her) attention.

1.2. Property Management

The Woodlands Phase I Co-Tenancy is managed by a full-time Property Manager who is hired by the Property Management Company under contract to the Co-Tenancy Board of Directors.

Under the direction of the Board of Directors, the Property Manager assumes responsibility for ensuring that all tasks necessary to the day-to-day operations are carried out in a cost effective manner.

The Property Manager also assesses the need for repairs and / or maintenance to the common areas of the Co-Tenancy and submits this information and related repair estimates to the Board of Directors for a decision. Some Board of Directors decisions may require that the Management Company submit tenders for more specialized tasks. The Property Manager may periodically attend Board of Directors meetings to provide a status report on current issues and related financial matters, to table new issues, to make recommendations and or to take directions from the Board of Directors on future actions required.

All residents should be familiar with the Property Manager's office and emergency numbers.

Your first line of support is:

Deerpark Property Management

5450 Canotek Rd #52,

Gloucester, ON K1J 9G3

Telephone: (613) 745-2389

Business Hours: Monday - Friday (8:00 AM - 4:00 PM)

During business hours, contact the Property Manager for questions or problems regarding maintenance and repairs to common elements. If the Property Manager is not available, leave your name and telephone number with voice mail or with the receptionist. If you require **emergency assistance** after hours follow the voice mail instructions and your call will be returned as soon as possible. It is also possible to meet with the Property Manager in his office, by appointment.

City of Ottawa Bylaw Enforcement: 580-2400

Ottawa-Carleton Regional Police Department: 236-1222

EMERGENCY (Police, Fire, Ambulance): 911

1.3. Co-Tenancy Fee Structure

Monthly Co-Tenancy fees are set annually by the Co-Tenancy Board of Directors. Co-Tenancy fees cover the costs of the following services (but are not restricted to):

- Common area maintenance & improvements
- Snow removal (common areas)
- Lawn care & landscaping (common areas)
- Insurance & legal audit
- Property management
- Parking control (if necessary)
- Reserve fund (replacement / repair of common elements based on their life expectancy)

The monthly assessment is determined in the following manner:
The Property Manager prepares an annual budget containing an estimate of ongoing and projected expenses and special projects for the coming year. This budget also includes an allocation to the Reserve Fund for expected common elements replacement or repair (based on a Reserve Fund Study carried out periodically by professional engineers). Individual assessments are calculated by dividing the annual budget by the number of units in the Co-Tenancy (i.e. Contributions are in equal shares per unit).

Co-Tenancy fees are payable on the first day of each month. Please make your cheques payable to "*Woodlands Phase I Co-Tenancy*" and submit them to the Property Manager.

Remember to write your address and unit number on the cheques. It is recommended that you send a series of 12 post-dated cheques at the beginning of each calendar year. Alternatively property owners may opt to pay their monthly fees via the pre-approved payment plan offered by the Property Management Company.

A fee will be charged to the property Owner for any cheque that is returned for insufficient funds. Any Owner whose Co-Tenancy fees are in arrears for 90 days will have a lien placed upon their property.
Please refer to Appendix A. Woodlands Phase I Co-Tenancy Association – Guidelines & Handbook Reference v1.0

1.4. Requests & Complaints

If an Owner wishes to address the Board of Directors to submit concerns, complaints, authorization requests, etc., it should be done in writing via the Property Manager. All written correspondence will be tabled and addressed at the following Co – Tenancy Board of Directors meeting. The Board of Directors will discuss the case and let the Owner know the decision taken. The Board of Directors may also request the Owner to come and speak with the Board of Directors at a subsequent meeting. A tenant is requested to present concerns to his/her owner, who in turn will take them to the Co - Tenancy Board of Directors via the Property Manager. Members of the Co -Tenancy Board of Directors should not be contacted directly regarding any complaints or emergencies.

2. DOCUMENTS

2.1. Co-Tenancy Agreement

This document was originally prepared by the developer and includes such issues as the legal description of Co-Tenancy interests, the use of common elements, distribution of shared expenses, and responsibilities of the Co-Tenancy.

2.2. Guidelines & Handbook Reference

The Board of Directors may make rules governing the use of the common elements for safety, security or for the general well being of the residents. These rules must be reasonable and consistent with the documents mentioned above. They come into force 30 days after a notice has been given to Owners, unless the Board of Directors receives a written petition to reconsider the rules, signed by Owners who together own at least 30 percent of the units (i.e. 17 units). Once reconsidered the decision of the Board of Directors is final.

3. DEFINITIONS

The following are layman definitions to assist in understanding the terms used in the Guidelines & Handbook Reference. The legal definitions are contained in the Agreement.

- **Co-Tenancy:** This is the organization that is formed by the incorporation of the units in a specific residential development.
- **Common elements:** This generally means all of the public areas such as roads, parkettes, and sidewalks.

4. RULES AND REGULATIONS

4.1. General

The *Guidelines & Handbook Reference* shall be observed by the residents (Owners, tenants, or any other person occupying the unit). They are meant to establish guidelines for the Woodlands Phase I Co-Tenancy Association and its purpose is to encourage acceptable and consistent conduct within our community.

5. Single-family Dwelling

The Co-Tenancy Agreement states that the units shall be used as single family, private residences only. No conditions shall be permitted to exist, and no activity shall be carried on in any unit or on the common elements that constitute a nuisance or a commercial entity for the sale or manufacture of goods and or services of any kind.

5.1 Requirement When Renting/leasing

It's the responsibility of the Owner to report to both the Board of Directors and to the Property Management company, the name of the tenant(s) to whom they have rented a unit. Each Owner shall require all residents in their unit to comply with the Co-Tenancy Agreement & Bylaws, and the Guidelines & Handbook Reference in their use of the common elements (*see* Appendix B "Owner Registration Form").

The Owner must ensure that the tenant delivers the following undertaking to the Property Manager:

"I, covenant and agree that I and any person using the Unit and the Shared Property will comply with the Shared Property and Co-Tenancy Agreement affecting the ownership and use of the Unit and Shared Property." (*See* Appendix C "Letter of Undertaking")

Reminder: Co-Tenancy fees remain payable on the first day of each month even while renting/leasing. Whether the Owner or the tenant pays the monthly Co-Tenancy fee is at their discretion, however, please remember that any Owner whose Co-Tenancy fees are in arrears for 90 days will have a lien placed upon their property.

5.2 Airbnb

Current Airbnb municipal laws are quite clear with regards to Airbnb:

- **Short-term rentals are not permitted unless the owner is the primary resident.**

Pending Airbnb legislation will be more restrictive:

- The new Bylaw requires the homeowner to be the primary occupant of the unit and can only rent it on a short term basis when they are either present or away on vacation.
- The homeowner will be required to obtain a permit from the city in advance of renting out their property and companies like Airbnb will also require the permit to be displayed on their listing.
- Condominiums and Co-tenancies, however, reserve the right to enact their own bylaws to not permit short-term rentals. If this decision is made by the condo board, the board can inform the city and the city will not issue permits for these addresses.

5.3 Insurance

The Co-Tenancy has insurance coverage on all the common elements. Individual unit Owners are responsible for the insurance of their individual units & personal belongings. If a unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any insurance policy placed by or on behalf of the Co-Tenancy, the Owner of such unit shall reimburse the Co-Tenancy of such increase and such increase in premium costs shall be added to the Owner's contribution towards the common expenses.

No Owner shall do or permit anything to be done in his 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. Any loss, cost or damages incurred by the Co-Tenancy by reason of the breach of any rule and regulations in force at any time by an Owner, his family, guests, servants, agents or occupants of his unit shall be borne by such owner and may be recovered by the Co-Tenancy against such Owner in the same manner as common expenses.

5.4 Parking

Each unit has the exclusive use of its driveway only. **During winter months, we abide by the City of Ottawa overnight parking restrictions** - please listen to the radio (or call 580-2460) to determine when overnight parking restrictions are in effect or you may be towed at your own expense. Furthermore, snow left in the road due to parked cars may be cleaned at the offending Owner's / Unit's expense.

5.4.1 Visitor parking

Visitor's vehicles must be parked in designated visitor parking spaces or your driveway.

5.4.2 Illegal parking

Any vehicle belonging to a resident which is repeatedly parked in visitor's parking is illegally parked and will be ticketed and/or removed at the Owner's expense – please allow these parking spaces for our visitors.

Any vehicle parked in a fire route will be removed at the Owner's expense.

No commercial vehicle (e.g. step van, cube van, tractor trailer, etc.), other than a passenger automobile, station wagon or vehicle not exceeding the size of a one-half ton pick-up truck, shall be parked on any part of the common elements.

No common area shall be used for the storage of boats, trailers, unlicensed vehicles, RVs, 4-wheel bikes, snowmobiles, machinery or equipment of any kind, or any other vehicles which are not street legal.

Owners will be notified in writing to remove any abandoned, derelict, or unlicensed motor vehicles. If the Owner does not take the appropriate action to rectify the matter within 14 days, the vehicle will be removed at the Owner's risk and expense.

Vehicles, including moving vans and delivery trucks, are not permitted on common elements and are restricted to paved areas. Any vehicle parked on a lawn, sidewalk, curb, or other common area will be ticketed and/or removed at the Owner's expense.

Any vehicle illegally parked in a resident's driveway may be towed away at the request of the resident. In such a case, the resident should contact the Ottawa Police directly at 236-1222 and request the offending vehicle be towed away. The resident will be required to sign a complaint with the Police.

5.5 Garbage Collection

Garbage collection is currently scheduled for Thursday as per City of Ottawa regulations. Garbage should not be put out until Wednesday evening (Thursday in case of a holiday) to prevent wind/animals from making a mess. For larger items call 580-2400 for pick-up. When recycling, please remember to properly **secure all newspaper & paper products** to prevent scattering by the wind.

5.5.1 Pets

No animal, livestock or fowl, other than a domestic pet, of the type commonly kept by persons residing in private residential premises, may be kept on the property. Each pet Owner is to ensure their pet doesn't defecate or damage the common areas (or other Owner's property). If a pet should defecate, its Owner shall immediately gather up the droppings and dispose of them within their own home.

Dogs must be restrained as per bylaws of the City of Ottawa. No animal must be a nuisance either by noise or aggression – City of Ottawa Bylaw Officer can be reached at 580-2400.

5.5.2 Noise

This Co-Tenancy is a small area in which we all live very close to one another – please respect each other's space and refrain from creating unnecessary noise, especially late in the evening. We abide by City of Ottawa noise bylaws – there should not be any undue noise between the hours of 11PM – 7AM. City of Ottawa bylaw officers can be reached at 580-2400, however, please remember that respect, consideration and tolerance of your neighbors is essential to Co-Tenancy living.

5.5.3 Yards

The appearance and cleanliness of yards are the responsibility of unit Owners.

Residents must ensure lawn is maintained in good repair and weeds are kept under control – please remember that we each look at one another's yard. If an owner doesn't maintain their yard such that it becomes an eyesore (or a danger to others) the Board of Directors /Property Manager shall arrange to have the yard maintained and the cost billed to the unit owner.

5.5.4 Snow Removal

Your co-operation is required to ensure an efficient snow removal. Individual residents are responsible for cleaning their own driveways. Snow removal from the common area (i.e. road) will be arranged by the management company with excess

snow removed by truck (as required).

Reminder: **During winter months, we abide by the City of Ottawa overnight parking restrictions** - please listen to the radio (or call 580-2460) to determine when overnight parking restrictions are in effect or you may be towed at your own expense.

Furthermore, snow left in the road due to parked cars may be cleaned at the offending Owner's / unit's expense.

5.6 Christmas Trees & Exterior Lights

Trees are usually picked up for disposal a couple weeks after the Christmas season. Lights can be used, but please apply common sense about the duration outside lights are up.

5.7 Signage

Realty signs are the only signs permitted on Gladeview Private.

5.8 Speed Limits

Although no speed limit is posted, visibility is limited around tight corners on Gladeview Private - for everyone's safety, please drive slowly & carefully watching for pedestrian traffic including children, especially after dark.

5.9 Exterior Lights

Gladeview Private doesn't have street lighting and relies on one exterior light per unit (porch/garage) to provide area lighting. Please replace exterior light bulbs when they burn out.

6.0 ADDITIONS, MODIFICATIONS OR ALTERATIONS TO UNITS

6.1 Alteration to Grade

An Owner shall not alter, repair, demolish, remove or replace any of the Shared Property or alter the slope of the Lands nor interfere with any drainage established on the Lands.

6.2 Alteration to Structure

An Owner shall be prohibited from making any alteration to their Unit, the result of which will interfere with the structure or bearing walls of an adjacent Unit without the prior consent of the other Owner holding an interest in such Unit and provided that any

such alteration shall be completed at the expense of the Owner and shall not result in any reduction in the Shared Property.

6.3 Alterations to Exterior

An Owner shall not make any alteration to the exterior of the Unit without the prior written approval of the Board of Directors, unless such alteration is minor or cosmetic in nature, in which event approval is not required.

6.3 Alterations to Interior

Interior alterations are responsibility of the Owner, with reference to Section 6.2 *Alteration to Structure* as above.

7.0 SALE OF UNIT BY OWNER (See *Co-Tenancy Agreement* for more details)

7.1 Notice of Sale

Upon an Owner entering into an agreement for the sale of their Unit and Co-Tenancy interest, the Owner shall immediately notify the Property Manager of such sale, including the name & address of the purchaser and date set for completion of the sale.

As well, prior to the completion of the sale, the Owner must pay any outstanding monthly Co-Tenancy fees up to and including the date of completion of the sale.

7.2 Assumption Agreement

It's the Owner's responsibility to sign an assumption agreement whereby the purchaser assumes in writing all the obligations of the Owner under the Co-Tenancy Agreement **and to specifically acknowledge that such purchaser has received a hard copy of the Co-Tenancy Agreement and the Guidelines & Handbook Reference.**

If the Owner sells without obtaining such assumption agreement and delivering it to the Property Manager, the Owner shall continue to be liable for the obligations imposed under the Co-Tenancy Agreement, including payment of monthly Co-Tenancy fees.

7.3 Estoppel Certificate

The Property Manager shall, upon the request of a purchaser, deliver to such purchaser on closing an Estoppel Certificate in the form attached to the Co-Tenancy Agreement as "Schedule F" for the then current fee. The Estoppel Certificate shall also be made available to mortgagees at the Co-Tenancy's then current fee.

Note: Please reference the Co-Tenancy Agreement for more information.

APPENDIX A
PRE-APPROVED PAYMENT PLAN & FORMULA

TERMS AND CONDITIONS

I(we) authorize the payee to debit my(our) account as indicated on the attached Pre-authorized Payment

Authorization under the terms and conditions agreed to by me(us) with the payee until such time as written notice to the contrary is given.

I (we) acknowledge that delivery of my(our) authorization to the payee constitutes delivery by me(us) to the branch of the financial institution at which I(we) maintain an account and that such financial institution is not required to verify that the payment(s) are drawn in accordance with this authorization.

Termination of this authorization does/may not terminate the contract for goods and services exchanged.

I (we) will notify the Payee in writing of any changes in the account information or termination of this authorization at least 30 days prior to the next due date of the pre-authorized debit.

Items charged under any of the following conditions will be reimbursed subject to written notification by me(us) to the branch of account within 90 days.

- a) I (we) never provided authorization to the payee.
- b) The pre-authorized debit was not drawn in accordance with my (our) authorization.
- c) My (our) authorization was revoked.
- d) The debit was posted to the wrong account due to invalid/incorrect account information supplied by the payee.

I(we) warrant that all persons whose signature(s) are requested to sign on this account have signed this agreement.

Pre-authorized Payment Authorization

Please find enclosed a **VOID** cheque. (Indicate, on the line below, the amount of the Co-Tenancy association fees to be withdrawn.)

Name(s)

Address

Phone

I (we) authorize Deerpark Property Management to process a debit, in paper, electronic or other form in the amount of \$ _____ in my(our) account on the 1st day of each month.

I(we) acknowledge that I(we) have read and understood all the provisions contained in the terms and conditions of the pre-authorized payment authorization and that I(we) have received a copy.

Signature Date

Signature Date

APPENDIX B

OWNER REGISTRATION FORM

ATTENTION UNIT OWNER(S):

In order to ensure that our records are accurate, all owners are asked to complete this form and return it to our office as soon as possible. As well, non-resident owners are required to furnish the Property Management firm with their off-site address and the appropriate tenant information.

Please ensure that you include a home and work phone number if applicable.

Owner information:

RE: Unit Address: _____

Owner's Name(s): _____

Mailing Address: _____

(if different from Unit address above)

E-mail address: _____

Phone Numbers: (H) (W)

Tenant information:

RE: Unit Address _____

Tenant Name(s): _____

Phone Numbers (H): _____

Phone Numbers (W): _____

Thank you for your cooperation.
Deerpark Property Management
5450 Canotek Rd #52,
Gloucester, ON K1J 9G3

APPENDIX C

LETTER OF UNDERTAKING

Undertaking to abide by the Co-Tenancy Agreement, Bylaws and Guidelines & Handbook Reference

I(We), _____,

Tenant(s) name(s)

as tenant(s) of _____,

Tenant(s) address

in Ottawa, ON have been informed of and agree to be bound by all rules and regulations relating to Woodlands Phase II Co-Tenancy Association, together with any changes as may from time to time be passed by the Co -Tenancy Board of Directors provided notice has been properly given.

I agree that I and any person using the Unit and the Shared Property will comply with the Shared Property and Co-Tenancy Agreement (including the Guidelines & Handbook Reference) affecting the ownership and use of the Unit and Shared Property.

Tenant _____

Signature Date

Tenant _____

Signature Date

Landlord _____

Signature Date

APPENDIX D

UNIT/PROPERTY MODIFICATION APPLICATION FORM

TO: CO -TENANCY BOARD OF DIRECTORS

FROM: Owner: _____ Unit No. _____

ADDRESS _____

TYPE OF MODIFICATION REQUESTED:

- Landscaping
- Structural
- Fence Enclosure / Deck
- Other, Specify

Details: (eg. size, colour, model, style, type of material, location, etc...)

Date work to commence:

Date of anticipated completion

PLEASE SUBMIT YOUR PLANS AND SPECIFICATIONS WITH THIS APPLICATION.

Date of Application

Signature of Unit Owner

For the Co -Tenancy Board of Directors use only

- Approved
- Refused (please submit further details)
- Not approved

Board of Directors Director's signature: _____

Board of Directors Director's signature: _____

Deerpark Property Management

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