

# ***HANDBOOK***

*The Woodlands Phase I*



# **THE WOODLANDS PHASE I**

Guidelines & Handbook Reference v1.0

Ottawa, ON

June 01 2011



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## **1.0 WELCOME AND INTRODUCTION**

Dear Woodlands Phase I Residents:

The first version of *The Woodlands Phase I Handbook* has been developed and adopted by your Co-Tenancy Committee. The intent of this document is to inform all residents of the rules, regulations and procedures which apply to the residents and guests of Woodlands Phase I at all times. Measures have been put in place to allow the Co-Tenancy Committee to enforce these rules as written. Our Co-Tenancy, however, still remains subject to all applicable City of Ottawa By-Laws.

Woodlands Phase I affords all residents and guests a safe, harmonious and attractive environment. With our commitment to these goals, we can continue to build a community in which we can take pride.

Please read *The Woodlands Phase I Handbook* carefully, understand its contents fully and keep it readily available for quick and easy reference.

The Co-Tenancy Committee  
Woodlands Phase I Co-tenancy Association

## 2.0 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.
- *Assumption Agreement*: This is an agreement whereby one party takes on the responsibilities of another party.
- *Estoppel Certificate*: This is a certificate outlining the financing information regarding the Shared Expenses payable on a particular unit.

## 3.0 ORGANIZATIONAL STRUCTURE

### 3.1 Co -Tenancy Committee

There are 57 units in Woodlands Phase I Co-Tenancy. It's comprised of 11 buildings, visitor parking, all surrounded by plenty of trees and adjacent green space. This property is run by a Co -Tenancy Committee and managed by a Property Management Company and a Property Manager.

The Committee consists of three members in the following offices: President, Vice-President & Secretary-Treasurer. The Owners at the Annual General Meeting (AGM), usually held in the spring, elect these people. Committee positions are voluntary and, therefore not remunerated. The Committee members determine officers.

The Committee's mandate is to act on behalf of the Owners in making decisions required for the effective and efficient operation of the Co-Tenancy. Generally, this means directing and overseeing the Property Management Company. Decisions of the Committee are made in good faith with the best interest of all Owners in mind.

The Committee meets regularly to review and discuss Co-Tenancy issues. The Property Manager will carry out recommendations and decisions arising from these meetings.

### 3.2 Property Management

Our Co-Tenancy is managed by a full-time Property Manager who is hired by the Property Management Company under contract with the Co -Tenancy Committee. Under the direction of the Committee, the manager assumes responsibility for ensuring all tasks necessary to the daily operations are carried out in an effectively and efficiently. The Property Manager also assesses requirements and submits this information to the Committee for decision. Some Committee decisions may require that



the Management Company submit tenders for more specialized tasks. The Property Manager periodically attends Committee meetings to provide a status report on current issues and financial matters, to table new issues, to make recommendations and take directions from the Committee on future actions required.

All residents should be familiar with the Property Manager's office and emergency numbers. Your first line of support is:

Randy Wilson  
Premiere Property Management Associates  
2049 Meadowbrook Road  
Ottawa, ON  
K1B 4W7  
Telephone: (613) 236-3902  
FAX: (613) 230-2371

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

Deerpark  
Management  
52-5450 Conover  
Ottawa  
K1J 9G3  
613-745-2389  
fax 613-745-2400

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 on the 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. Additional resources:

City of Ottawa Bylaw Enforcement: 580-2400  
Ottawa-Carleton Regional Police Department: 236-1222  
EMERGENCY (Police, Fire, Ambulance): 911

### 3.3 Co-Tenancy Fee Structure

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

- shared property maintenance & improvements
- snow removal (shared property)
- lawn care & landscaping (shared property)
- insurance & legal audit
- property management
- parking control
- reserve fund (replacement / repair of shared property 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 (ie. 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. Your Co - Tenancy Committee recommends that you send a series of 12 post-dated cheques at the beginning of each calendar year. A fee will be charged to the Owner for any cheque that is returned for insufficient funds.

Another practical payment method is to take advantage of the pre-approved payment plan offered by our Management Company. Please refer to Appendix A.

Should an Owner ("Defaulting Owner") make default in payment of Shared Expenses, the amount in arrears shall bear interest at a rate of interest which is the greater of:

- (a) fifteen percent (15%) per annum, calculated monthly;
- (b) a rate which is equal to five percent (5%) per annum above the bank rate of The Bank of Nova Scotia. In case such default continues for a period of fifteen (15) days, the other Owners shall have the right to collect the same by action and shall have a charge upon the Defaulting Owner's unit until such amount shall have been paid. If such amount shall not have been paid within a thirty-five (35) day period, the other Owners or any of them ("Paying Owners") shall be entitled to advance the necessary sum on behalf of the Defaulting Owner. As security for the advance the Defaulting Owner hereby charges his Unit in favour of the Paying Owners in the amount so contributed from time to time together with interest at the rate herein set forth and agrees that the terms of such charge are those terms set out in the Standard Charge Terms filed under the *Land Registration Reform Act*, R.S.O. 1990, c.L4 as No. 9320.

### **3.4 Requests & Complaints**

If an Owner wishes to address the Committee 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 Committee meeting. The Committee will discuss the case and let the Owner know the decision taken. The Committee may also request that the Owner come and speak with the Committee 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 Committee via the Property Manager. **Members of the Co -Tenancy Committee should not be**

contacted directly regarding any complaints or emergencies.

#### **4.0 DOCUMENTS**

##### **4.1 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.

##### **4.2 Guidelines & Handbook Reference**

The Committee 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 Committee 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 Committee is final.

#### **5.0 RULES AND REGULATIONS**

##### **5.1 General**

*The Woodland's Phase I Handbook* shall be observed by the residents (Owners, tenants, or any other person occupying the unit). They are meant to establish guidelines aimed at promoting a safe, harmonious and attractive environment.

##### **5.2 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 that would adversely impact our residential community by virtue of its appearance and function, and by the traffic that it attracts.

##### **5.3 Requirement When Renting/Leasing**

It's the responsibility of the Owner to report 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 is to ensure the new 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.

#### **5.4 Insurance**

The Co-Tenancy has insurance coverage on all of the common elements. Individual unit Owners need to insure their 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.

#### **5.5 Parking - Common Roadways**

Generally, parking is not permitted on the common roadway except in the designated visitor parking areas (see Appendix E). Residents are not permitted to park in visitor parking as this area is reserved for visitors. Vehicles parking overnight (between 2:00 am and 7:00 am) must be registered with Carleton Parking Management at **720-5021**, where an answering machine will register your name and vehicle for a maximum of three nights only. Should you require visitor parking for more than three nights, please make prior arrangements with the Property Manager at **236-3902**.

Any infraction of the following parking rules will result in the ticketing and/or towing of vehicles at the owner’s risk and expense.

##### Parking Rules:

- a) Visitor parking is strictly for visitors, not for resident secondary parking.
- b) Vehicles such as trailers (of any kind), trucks longer than a panel truck, tractors

and unlicensed vehicles, are not permitted to park on common property.

- c) Motorcycles are vehicles and are not permitted on the grass or on sidewalks.
- d) All common roadways with the exception of designated parking areas are designated as fire lanes; therefore it is illegal to park in these areas. Vehicles parked partially in a laneway and protruding onto the common roadway are in violation of this rule.
- e) Unit owners, residents and visitors may not drive or park any vehicle on the grass. Damage to the shared property resulting from a vehicle being driven or parked on the grass will be the responsibility of the unit owner, including damage caused by their guests. Owners responsible for damage to the shared property, whether caused by themselves or their guests, will be required to reimburse the Co-tenancy for costs associated with repairing the damage.
- f) Vehicle repairs are not permitted on the shared property.

### **5.6 Garbage Collection**

Garbage collection is Friday with pick-up often as early as 7:00 AM (Saturday in case of holiday). Garbage should not be put out until Thursday evening (Friday 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.

Owners should take pride in their community and take the time to pick up any garbage scattered on or near their property.

### **5.7 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 defoul or damage the common areas (or other Owners property). If a pet should defecate, its Owner shall immediately gather up the droppings and dispose of them within their own home.

In accordance with the By-Laws of the City of Ottawa, owners shall not be allowed to keep more than three (3) dogs or five (5) cats on the premises.

Dogs must be restrained as per bylaws of the City of Ottawa. If you have a cat, please do not allow it to wander loose. No animal must be a nuisance either by noise or aggression – City of Ottawa Bylaw Officer can be reached at 580-2400.

### **5.8 Noise**

This Co-Tenancy is a small area in which we all live in very close proximity 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. Please remember that respect, consideration and tolerance of your neighbors is essential to Co-Tenancy living and common sense just prevail in certain circumstances (i.e. using lawnmower before 9:00am on weekends).

### **5.9 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 Committee /Property Manager shall arrange to have the yard maintained and the cost billed to the unit owner.

Use of chemicals (herbicides, pesticides) is discouraged and are not currently used on the shared property.

### **5.10 Snow Removal**

To ensure an efficient snow removal program, your co-operation is required. 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**

### **5.11 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.

### **5.12 Signage**

Realty signs are the only ones permitted on Gladeview Private.

### **5.13 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.

### **5.14 Exterior Lights**

Gladeview Private doesn't have street lighting and relies on one exterior light per unit (porch/garage) to provide area lighting. **For everyone's safety and security reasons, please replace exterior light bulbs when they burn out.**

### **5.15 Satellite Dishes**

Satellite dishes will be permitted in the exclusive use area (backyard) and at/or above the roofline only, subject to the following terms:

- In order to ensure that regulations are being followed, written approval must be obtained from the Corporation prior to any installation;
- Renters must obtain owner approval prior to seeking approval from the Corporation;
- All wiring must be properly hidden;
- A dish for personal use only will only be installed in the rear yard of the unit on a self-standing post (not attached to the unit or the fence). The height of the dish and post must not exceed the highest part of the fence;
- A block (row) dish will be installed at/or above the roof line at the rear of the unit. No other locations will be permitted;
- The unit owner is responsible for ensuring that their unit has the proper exposure for service and that the dish is professionally installed;
- One provider (e.g. Star Choice or Bell Express Vu) and one dish only will be permitted per block (row) installation; and
- The unit owners using the dish are responsible for any or all repairs or damages to the common elements that may result from the installation or removal of the satellite dish.

### **5.16 Community Mailbox**

Community mailboxes are not to be used for the posting of advertisements or notices.

## **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 Committee, unless such alteration is minor or cosmetic in nature, in which approval is not required.

Bricks, siding and shingles have to be a consistent colour for each block. Trim and garage door colours also have to be consistent for each block.

### **6.3 Alterations to Interior**

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

### **6.4 Decks and Fences**

It is the desire of the Co-Tenancy Committee to maintain uniformity with respect to the decks and fences. If an Owner wishes to construct a deck or a fence, a pre-construction written request must be submitted to the Co-Tenancy Committee for approval.

## **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 of 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 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 I Co-tenancy Association, together with any changes as may from time to time be passed by the Co -Tenancy Committee 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 COMMITTEE

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 Committee use only

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

\_\_\_\_\_  
Committee Director's signature

\_\_\_\_\_  
Committee Director's signature

**Premiere Property Management Associates**

2049 Meadowbrook Road, Ottawa, Ontario K1B 4W7

Tel 236 3902/Fax 230-2371

A Division of 128431 Canada Incorporated

APPENDIX E

# The Woodlands I Gladeview Private (East) Designated Parking



**ATTENTION**

Visitors Parking in designated areas only.  
All other parking on roadway is prohibited.

