



Guidelines & Handbook Reference v1.0

Ottawa, ON

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1.0 WELCOME AND INTRODUCTION

Dear Woodlands Phase II Residents:

This *Guidelines & Handbook Reference* has been compiled by your Co -Tenancy Committee. The Co -Tenancy Committee feels that the topics discussed in the following sections are of importance to you. This is the first version of this document and its purpose is to inform all residents of Co-tenancy rules, regulations and procedures, and to establish guidelines aimed at encouraging acceptable and consistent conduct within our immediate community. Note that this *Guidelines & Handbook Reference* applies to all residents and guests of Woodlands Phase II, at all times. Measures have been put in place to allow the Co -Tenancy Committee, along with the Property Management Company, to enforce these rules as written. Our Co -Tenancy, however, still remains subject to all bylaws established by the City of Ottawa.

Woodlands Phase II affords all residents and guests a warm, charming and friendly environment. The present style and personality of our community, in good part, provides a harmonious living environment. All residents share in the responsibility to maintain it as such. Let's all strive to maintain our homes and to conduct our day-to-day activities in a manner conducive to inspiring others to respect the style of living we all share and enjoy. Let's make our community a safer and more enjoyable place for everyone.

We ask that you read this document carefully and understand its contents fully. Keep this *Guidelines & Handbook Reference* handy for quick and easy reference. As written, this document has been adopted by your Co -Tenancy Committee.

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

2.0 ORGANIZATIONAL STRUCTURE

2.1 Co -Tenancy Committee

There are 48 units in Woodlands Phase II Co-tenancy. It's comprised of 11 buildings, 2 parkettes & 9 visitor parking spots, 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 volunteer 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 good operation of the Co-tenancy. Generally, this means directing the Property Management Company and overseeing the results. Decisions of the Committee are made in good faith with the best interest of all Owners in mind.

The Committee meets regularly at which all Co-tenancy issues are tabled. The Property Manager will carry out recommendations and decisions arising from these meetings.

2.2 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 day-to-day operations are carried out in an effective manner. 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:

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)

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

2.3 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):

- 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 (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 II 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. Any Owner whose Co-tenancy fees are in arrears for 90 days will have a lien placed upon their property.

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

2.4 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 the Owner to 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.

3.0 DOCUMENTS

3.1 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.

3.2 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. 15 units). Once reconsidered the decision of the Committee is final.

4.0 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.

5.0 RULES AND REGULATIONS

5.1 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

aimed at encouraging acceptable and consistent conduct within our community.

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 or on the common elements that constitute a nuisance.

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

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.

Visitor parking

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

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 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.

5.6 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.

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.

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.

5.8 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.

5.9 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.

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** - 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.

5.11 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. 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 Committee, 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 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.