

ATHAN'S COURT
Carleton Condominium Corporation No. 318

**Rules and Regulations
&
Resident's Guide**

July 2013

This document is available to all Unit Owners
and Tenants.

CONDOMINIUM RESIDENTS EMERGENCY GUIDE

PROBLEM	ACTION TO BE TAKEN
Fire/Vandalism	Call 911 AND Management immediately at 613-722-1232
Water entering from any point	Call Management immediately at 613-722-1232
An unauthorised vehicle parked in your exclusive use parking spot	Call Carleton Parking at (613) 720-5021
Internal plumbing problems	Call unit owner or plumber (plumbing is the unit owner's responsibility)
Sewer back-up	Call Management immediately at 613-722-1232

EMERGENCY NUMBERS

OTTAWA POLICE	Emergency	911
	Other Emergencies	230-6211
	Report theft, property damage, missing person or stolen vehicle	236-1222 ext. 7300
	All other inquiries	236-1222
FIRE/AMBULANCE	Emergency	911
	Administration	739-1918

OTHER EMERGENCY NUMBERS

Ottawa Hospital; Inquiries and Patient Information for Civic, General and Riverside		722-7000
Queensway-Carleton Hospital	Patient Inquiries	721-2000
	Emergency Dept.	721-4710
L'hopital Montfort		746-4621
Children's Hospital of Eastern Ontario		737-7600
Poison Control Centre		737-1100
TeleHealth Ontario		1-866-797-0000
Enbridge Consumers Gas Emergency Line (24 Hours)		1-866-763-5427
Ottawa Hydro Emergency Services (24 Hours)		738-6400
City of Ottawa By-law Enforcement		311 or 580-2400

HINTS ON KEEPING YOUR HOME EFFICIENT

1. Annual cleaning and servicing of the furnace & water heater improve their efficiency and keep your gas bill lower.
2. Window tracks/sliders should be kept clean so that the windows close properly and reduce heat loss.
3. The plastic edging on your windows should be checked annually to ensure that it is tight fitting and operates correctly. This will prevent ice build-up on the glass as well as preventing cold air from entering.
4. Having the electrical panel inspected every few years to ensure that all the connections are tight and that the circuit breakers are operating correctly. If you notice that you are changing light bulbs frequently or if you are having other small electrical problems, these are indicators that something may be wrong.

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1. THE CONDOMINIUM CORPORATION

1.1. BOARD OF DIRECTORS

The Board is elected by the owners of the Corporation to act on their behalf in order to make the decisions required for the day-to-day operations of the Condominium. Generally, this means directing the Property Management Firm and overseeing the results of such direction. Decisions of the Board are made in good faith with the best interest of all Owners in mind.

The position of a Director is a volunteer one and, therefore is not remunerated. New Directors are elected at the Annual General Meeting (AGM) of the Corporation.

All Corporation issues are tabled at Board meetings. Following recommendations, decisions are made by Board members and implemented. Residents can communicate with Board members by directing their requests to the Property Manager. The agenda will be amended accordingly where the Resident will have an opportunity to attend the Board meeting and present his/her issues, providing a written request has been received from the Resident prior to the date of the meeting.

1.2. PROFESSIONAL MANAGEMENT

The Property Manager is an employee of the Property Management Firm, which is hired by the Condominium Corporation. Under the direction of the Board, he/she assumes responsibility for ensuring that all tasks that are necessary to the day-to-day operations of the Corporation are carried out in an effective manner. The Property Manager attends Board meetings to provide a status report on current issues, answer questions, make recommendations and take direction from the Board on future action required.

All Residents should be familiar with the Property Manager's office telephone number as well as emergency numbers. All complaints, problems, requests and recommendations should be directed to the Property Manager. The Property Manager will then address these issues and channel requests to the Board if necessary.

1.3. COMMON CHARGES

The Corporation funds its operations by levying a condominium fee on the Unit Owners. This fee is payable in twelve equal monthly instalments on the first of the month. The money from the levy pays expenses, charges and costs of running the Corporation on a day-to-day basis and to set aside funds for replacement of common elements based on their life expectancy. The monthly assessment is determined in the following manner:

- a) The Board prepares an annual budget containing an estimate of ongoing and projected costs and special projects for the coming year. This budget also includes

an allocation to the reserve fund for expected common element replacements or repairs, in accordance with the *Condominium Act of Ontario*.

- b) Each Owner's condominium fee is assessed on the basis of Schedule "D" (for each unit's percentage, consult your copy of the Declaration, Schedule "D" which all Unit Owners received at the time of purchase).

2. DOCUMENTS

2.1. *THE CONDOMINIUM ACT* (RSO 1998)

This Act, which is part of the provincial legislation, governs the operation of condominiums in Ontario. It was originally written for developers and subsequently rewritten to provide protection for the Owners and Boards of Directors following the Keeley Report. The Act takes precedence over all other documentation, declarations and By-laws of individual condominiums.

2.2. THE DECLARATION

This document was originally prepared by the developer. It is more specific than the Act and includes such issues as the proportion of common interests, the use of units and common elements and responsibilities of the Corporation.

2.3. BY-LAWS

These are Corporation laws which have been passed by the majority of Unit Owners and consist of:

- election of Directors;
- agents and officers of the Corporation;
- management of the property;
- responsibilities of the Corporation and duties of Directors;
- assessment and collection of the common element fees; and
- general conduct and affairs of the Corporation.

2.4. RULES AND REGULATIONS

The Board may make rules governing the use of the common elements for safety, security or for the welfare of the Residents. These rules must be reasonable and consistent with the Act, Declaration and By-laws. These rules are effective 30 days after a notice has been given, and if no written petition has been received by the Board from Owners representing at least 15% of the total units. If such a petition is received, the Board must call a meeting of the Owners according to the directions of the signed petition.

3. DEFINITIONS

The following are definitions to assist in understanding the terms used in the Rules and Regulations. The legal definitions are contained in the Declaration.

CONDOMINIUM CORPORATION	This is the organisation which is formed by the incorporation of the Unit Owners in a specific residential development.
COMMON ELEMENT	This generally means all of the unit from the drywall out, excluding items which service or pertain to one unit in particular, and all of the Corporation property including the exclusive use area. See Section 4.24. for further details.
EXCLUSIVE USE	This is an area which is for the exclusive use of the Resident of a unit (e.g. backyard and parking). These areas are subject to control by the Corporation.
UNIT	This is the dwelling area bounded by the inside of the walls, the upstairs ceiling and the basement floor. (See Schedule "C" of the Declaration).

4. RULES AND REGULATIONS

4.1. SINGLE FAMILY DWELLING

The Declaration states that the units shall be used as private, single family residences. Each Unit Owner shall ensure that all Residents in his/her unit comply with all zoning restrictions describing permissible uses of a single family dwelling in a residential zone, and that no activity is permitted to occur which would cause a nuisance to other Residents.

4.2. REQUIREMENT WHEN RENTING/LEASING

It is the responsibility of the Owner, using Form 5 (see ANNEX A), to report the name of the new Tenant(s) to whom he/she has rented a unit. The Owner is to ensure the new Tenant delivers the following undertaking to the Property Manager:

"I undertake that, I and the members of my household, will in using the unit rented by me and the common elements, comply with the *Condominium Act*, the Declaration, By-laws and rules of the Corporation during the term of my tenancy."

4.3. INSURANCE

The Corporation has an all-risk coverage insurance on more than just the common elements. Individual Unit Owners need only insure their personal belongings plus any improvements or additions made to their homes by themselves or previous Owners (e.g. wallpaper, chandeliers, additional or upgraded floor coverings, etc). Owners should also obtain personal liability insurance together with coverage for glass breakage.

Most insurance companies today are familiar with the peculiarities of condominium living and offer "condominium riders" or tenant packages suitable to condominium Owners' needs.

If a unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the Owner of such unit shall reimburse the Corporation of such increase and such increase in premium cost shall be added to the Owner's contribution towards the common expenses.

No Owner shall do, or permit anything to be done in his/her 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 Corporation by reason of the breach of the foregoing by any Owner, his family, guests, servants, agents or occupants of his unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

If a resident leaves a window opening winter, causing pipes to freeze and burst and possibly damaging adjacent or lower units as well as his/her own, the resident can be held liable for damages. The same applies to a window left open in a rainstorm, an overflowing bathtub or a fire starting in one unit and damaging others. It is the owner/resident's responsibility to ensure that he/she has sufficient insurance coverage.

4.4. INSURANCE DEDUCTIBLE POLICY

Where an insurance claim is made by the Unit Owner against the Corporation's insurance policy for loss or damage to non-common elements (within the unit) the claiming Owner will be responsible for the deductible portion of each claim. Damage resulting from failure of common elements will not be subject to the above. It is the Unit Owner's responsibility to notify the Corporation of problems in a timely fashion to ensure that problems are corrected immediately.

4.5 LIFESTYLE POLICIES/GUIDELINES

Owners /renters, their families, guests, visitors and servants shall not create or permit the creation of, or the continuation of, any noise or nuisance which in the opinion of the Board may or does disturb the comfort or quiet enjoyment of the property by the other owners/renters, their families, guests, visitors, servants and persons having business with them. If noise becomes a nuisance first contact the resident concerned and ask him/her to reduce the noise level. If this is not successful, contact the Gloucester Police and make a formal complaint. Please notify the Board in writing of your actions. Remember, the City of Ottawa has an 11 p.m. noise by-law.

4.6. PARKING

Each unit has the exclusive use of one parking space only to be used for the vehicle driven by the Resident on a regular basis.

Residents are asked to provide their license plate number to the Property Management firm in order to facilitate surveillance of the parking area. Please see ANNEX B.

Residents requiring an additional space for a second vehicle must make arrangements to lease a space which is not being used.

4.7. VISITOR PARKING

All visitors' vehicles must be parked in the designated visitor parking spaces. Guests planning to stay overnight or between the hours of 2 AM and 7 AM must register their vehicles with Carleton Parking Management by calling 720-5021 at anytime, however the Corporation recommends that the vehicle be registered immediately. The following information is required when registering:

- 1) License plate number;
- 2) Unit address being visited; and
- 3) Number of nights required (not exceeding three nights in a seven-day period unless previously authorised by the Property Management firm).

No vehicle may be registered for more than 72 hours without making prior arrangements with the Property Management Office. To obtain visitor-parking extensions, you must contact the Property Manager Monday to Friday between the hours of 9 a.m. and 4 p.m.

Any vehicle belonging to a resident which is parked in a visitor's parking area is illegally parked and will be ticketed and/or towed away. This may occur at any time of the day or night.

Any vehicle belonging to a guest which is parked overnight and is not registered may be subject to ticketing and/or towing.

Please be sure to advise your guests of this policy.

4.8. ILLEGAL PARKING

All roadways in the condominium development are designated City of Ottawa fire lanes and must be kept clear at all times in accordance with all applicable municipal By-laws. Any vehicle (guest or visitor) parked in an area designated as a fire lane is subject to ticketing and/or tow-away at any time.

Any vehicle parked in a Resident's space either exclusive use or leased may be towed away at the request of the Resident. In such a case the Resident must:

- a) before 10:00 p.m. – contact the City of Ottawa By-law Enforcement by calling the 24-hour Client Service Centre at 580-2400 or 3-1-1; or
- b) after 10:00 p.m. – contact the City of Ottawa Police by calling 236-1222 or 3-1-1; and
- c) request that the offending vehicle be towed away.

The Resident will be required to produce proof of exclusive use to the parking space and be required to sign a complaint with the City of Ottawa By-law Enforcement or City of Ottawa Police.

4.9. VEHICLES

Motorcycles may be parked in the parking space allocated to the unit. Motorcycles are not permitted to be parked anywhere on the grass or in the exclusive use rear yard.

Trailers will be permitted in Resident's parking spaces only for the purposes of loading and unloading for up to a maximum of 24 hours.

The parked vehicle must not exceed the boundaries of the parking space and must not obstruct the roadway in any way. The vehicle should be parked within these boundaries so that it does not impede access to vehicles on either side of it.

Heavy-duty commercial vehicles with single or dual rear-axles are not to be parked in either reserved or visitor parking at any time. Only light-duty trucks, vans, or automobiles are permitted in these areas. Moving company trucks parked on the property for the purposes of loading or unloading the belongings of a Resident are exempt.

No recreational vehicles are permitted on the property except for loading/unloading.

No repairs shall be made to any motor vehicle at any time while on the property. It is however permissible to conduct vehicle repairs in garages, preferably with the door closed.

No vehicle shall be parked in an area other than a designated parking area.

The designated user of a parking space shall keep the space clean and free of materials or any condition likely to cause a nuisance, hazard or any damage to the property, or any risk of fire. Any damage caused to a parking space will be the responsibility of the owner to repair.

No vehicle shall be allowed to leak onto any part of the common elements. Any owner who allows this to occur must immediately clean up the leak and take immediate action to avoid further leaks. All damage caused by such leaks shall be repaired immediately and at the expense of the owner.

Only road-worthy, plated and insured motor vehicles shall be kept in the parking space. Parking spaces are designed for operating vehicles. Any vehicle deemed to be abandoned or unsightly by the Board will be removed by the owner or by the Corporation.

Unit owners are responsible to ensure that the vehicle parked in their assigned spot does not damage the asphalt surface. The Corporation reserves the right to deny parking privileges to any vehicle causing damage to the asphalt surface of the parking area until such time as the vehicle is repaired. Any repairs required to the asphalt as a result of such damage may be charged back to the Unit Owner.

Any vehicles placed on the property in contravention of these rules, and after reasonable notices being provided, shall be ticketed and/or towed at the risk and expense of the owner of the vehicle.

The above policies include all motor vehicles whether two or three or four-wheeled.

4.10. CAR PLUG-INS

N/A

4.11. KEEPING COMMON THOROUGHFARES UNOBSTRUCTED

The corridors, lobbies, stairways, paths, entrances (Maisonettes) the entrances to the Garden Homes and other areas designed for passage shall be used for that purpose only and shall not be obstructed by bicycles, baby carriages, toys or other objects.

4.12. GARBAGE COLLECTION

Garbage collection occurs once per week, on Thursday morning. In a week where there is a holiday, garbage collection is one day later (on Friday). Residents should check their newspaper for the correct day.

Garden Home owners are requested to place their garbage at the curb no earlier than 7:00 p.m. the night before and should be using strong garbage bags or cans.

Maisonnette residents are to use strong plastic bags only when placing their garbage in their assigned garbage room.

Garbage is not to be left at the curbside collection area in shopping bags, "Kitchen Catchers", or cardboard boxes. Garbage is to be placed in sealed plastic garbage bags sold for this purpose or tied/bundled according to City of Ottawa guidelines for garbage collection.

The disposal of appliances, tires and other garbage that the City of Ottawa does not take must be disposed of properly. If the Corporation is able to determine who these items belong to that has been left at the curb or garbage room, the disposal cost will be charged back to the unit owner responsible. The garbage calendar that the City distributes lists what items are not accepted for regular pickup and you must make arrangements to pick up yourself.

Recycle bins or material to be recycled shall be kept in the backyard (town homes), inside the unit or in the garbage room (Maisonnettes) between collection days.

4.13. PEST CONTROL

Residents experiencing trouble with pests (e.g. cockroaches, silverfish, rodents, etc) should report this to the Property Manager immediately to initiate corrective action. The management office will assign a company to eliminate the problem. In certain circumstances, it may be necessary to have the entire row of units treated in order to eliminate the possibility of spreading between the units.

4.14. PETS

At no time may a pet be permitted to roam unleashed in the common areas of the condominium. No pet is permitted to be tied to a common element.

Each pet owner is to ensure that his/her pet does not defoul or damage Condominium property. If a pet should defecate anywhere on Condominium property, whether in an exclusive-use area or on common elements, the owner shall immediately gather up the droppings and dispose of them within his/her own home.

The Corporation reserves the right to have any accumulation of animal feces removed, and the cost of this removal plus an administrative charge assessed to the Unit Owner by the Property Management firm.

Each pet owner is to keep the pet quiet at all times in accordance with applicable municipal By-laws.

If the owner is found to be in violation of the above municipal By-laws, the Unit Owner and/or Tenant shall be served with a notice to remove the animal from the property within 14 calendar days. It is incumbent upon the Unit Owner to ensure compliance.

4.15. BARBECUES

Nothing shall be burnt or cooked in the common areas except for cooking in any exclusive use area of a unit; garages and Garden Home front lawns excluded. (only gas barbecues are permitted). In keeping with your Gloucester Fire Department regulations, the propane tank of your gas barbecue cannot be stored indoors at any time.

4.16. SAUNAS, HOT TUBS, SPAS, SWIMMING/WADING POOLS

Saunas, hot tubs, and spas are not permitted in either the front or rear yards for safety reasons.

Children's wading pools are permitted only when supervised by an adult and must be emptied when not in use and unsupervised.

Any Resident filling a wading pool with water automatically assumes all responsibility for any safety issues surrounding it. The Corporation will not be held responsible for accidents of any nature or magnitude resulting from the use of a wading pool.

4.17. EXCLUSIVE USE AREAS

The exclusive use areas i.e. balconies, backyards, etc. must be kept neat at all times and not used as storage areas. If, in the opinion of the Board an exclusive use area becomes unsightly, the Board reserves the right and duty to insist upon rectification within seven (7) days.

4.18. YARD AREAS

The appearance and cleanliness of the yard areas are the responsibility of Unit Owners.

Residents must ensure that:

- 1) The patio must be kept clean and tidy;
- 2) No structure is attached to the unit;

- 3) Hanging clothes is not permitted.
- 4) Hammocks and clotheslines are not to be strung; and
- 5) Flowers and other vegetation planted by the Resident must be properly maintained.

It is acceptable to install (professionally) either grey or reddish coloured patio stones or reddish coloured inert-locking bricks in the exclusive use backyard area of your Garden Home or the fenced-in area of the ground floor Maisonnettes. The Board is to be advised in writing prior to installation.

No excavation shall be made to the lands (common or exclusive use) for the purpose of building or for the improvement of gardens and grounds, and no soil, sand or gravel etc. shall be removed or added except with the written permission of the Board.

At the sole discretion and opinion of the Board and/or Property Manager, if the yard contains debris, the Unit Owner shall be warned and given seven (7) calendar days to have the debris removed. At the end of this period, if the Owner has taken no action, the Board/Property Manager shall arrange to have the yard cleaned, the debris disposed of and the cost plus an administrative charge assessed to the Unit Owner by the Property Management firm.

4.19. SNOW REMOVAL

To ensure an efficient snow removal program your co-operation is required. Individual residents are responsible for removing their car to facilitate snow-removal operations. The contractors will not return to clear your parking area.

Individual Residents are responsible for the snow and ice removal from their steps at the rear entry to the unit (remember it is your fire escape route).

Any dangerous situation such as ice build-up should be reported immediately to the Property Manager.

4.20. SEASONAL OUTDOOR DISPLAYS

Residents may place seasonal exterior displays in their own front or rear yards, which may include lights, displays, etc.

(a) Christmas lights are permitted after 15 November and are to be removed by 30 April at the latest. Christmas lights are not allowed to be turned on after 31 January. Christmas displays (snowmen, Santa Clause's, etc.) must be removed by 31 January.

(b) All other seasonal exterior displays (including, but not limited to; Halloween, Easter, etc.) are permitted up to 15 days prior to the date of the reason for the display,

and must be removed by no later than 15 days after the date of the reason for the display.

The only permitted power sources are external light fixtures or external electrical plugs.

Exterior light displays are to be CSA approved outdoor fixtures secured as listed below:

ON WOODEN SURFACES; only with small galvanised finishing nails.

ON VINYL SIDING; only with special clips designed for this purpose.

Any damage caused will be repaired and billed directly to the Unit Owner. Be prudent; keep small children away from electrical dangers.

4.21. REALTY SIGNS

No sign, advertisement or notices except realty signs are permitted. Only one realty sign not exceeding 60 cm (two feet) by 90 cm (three feet) shall be displayed at the entrance to the Corporation and at the front of the unit for sale.

4.22. AUCTION SALES/YARD SALES

Yard sales are only permitted subject to prior *written approval* from the Board or the Property Manager. Auctions are prohibited.

From time to time, the Corporation may co-ordinate a community yard sale. No written permission is required to participate, however, residents are asked to consider the privacy of their neighbours when setting up tables.

4.23. SHOPPING CARTS

Shopping carts are not to be abandoned on the Condominium property. If a Resident brings a shopping cart onto the property, he/she must return it to the store from which it came immediately after emptying it. Abandoned carts will be returned to the owner and the cost of this billed back to the Unit Owner.

4.24. STREET HOCKEY / BALL HOCKEY

Street hockey / ball hockey, or any other sport or game in which a ball or any other object is hit or thrown shall not be played in the parking lot or on sidewalks.

4.25. WINDOW-MOUNTED AIR-CONDITIONING UNITS

Window air-conditioning units must be installed in such a manner as to maintain the glassed appearance through the use of clear plexiglass panels only. Wood enclosures

are not permitted. Brackets are not to be fastened to the wall or to any exterior surfaces.

Air conditioning units must not be allowed to drip water down wall surfaces. The Resident shall ensure that all water discharged from the unit is directed away from wall surfaces in order to prevent staining.

The condenser shall have a noise level rating less than or equal to 48 dBA at a distance to the closest possible points of disturbance. The points of disturbance include, - but are not limited to: windows, doors and patio areas.

If the Board or the Property Manager receives written complaints concerning noise generated by any unit, they may demand that the unit be shut down until such time as it is repaired or removed.

Window air conditioners must not be installed prior to 01 May and removed by 01 October each year.

4.26. WINDOW SILLS, BALCONY RAILINGS AND FENCES

Window sills, balcony railings, all fences and other external parts of any building shall not be encumbered with any garments, rugs, or other articles of any kind. You are reminded that balconies and yards are not to be used as storage areas.

4.27. AWNINGS AND SHADES

No awnings or shades shall be erected over and outside of the windows without the prior written consent of the Board.

4.28. STORM DOORS

Garden home owners are allowed to install aluminum storm doors at their own expense and maintenance. It must be dark brown in colour and of a very plain design. The Board is to be advised in writing prior to installation.

4.29. SATELLITE DISHES

No television antenna, aerial, tower are permitted. Only one satellite dish is allowed per unit and must not be larger than 24 inches in diameter. The dish must be professionally installed with the use of butyl tape and neoprene screws. The cable must be properly secured and a reasonable effort must be taken to hide the cable. You are not permitted to drill holes through windows or door frames for cable access. The dish must be installed at the rear of the unit. Any installation requiring piercing of holes through the wall must be done by a professional. The top of the dish must be lower in elevation than the peak of the roof. All cables must be installed to best conceal them from view. All places (including roof and walls) which are pierced to

effect the installation must be properly sealed as part of the installation. Owners must provide a written request and receive written approval from the Board of Directors before proceeding with the installation. Improper or unauthorized installations will be removed at the cost of the owner.

4.30. PLUMBING/ELECTRICAL

No part of the structure of any unit, and no part of the drainage or plumbing system of any unit, and no part of any facility servicing more than one unit, or contained in a bearing or party wall shall be altered, removed, replaced, moved or extended, without the prior written consent of the Board.

Any damage to the plumbing, electrical, or heating systems, caused by the wrongful act of any owner/renter, their families, guests or visitors, or servants, shall be repaired at the expense of the unit owner/renter.

4.31. STORAGE

No article or thing of any nature shall be stored for any period of time whatsoever on any part of the common elements.

Bicycles

In the case of Garden Homes, bicycles are to be stored in the garage (or basement if you so wish) but never in the front or back yard. Maisonnette residents are to use the Bike Rooms located in the basement of their respective Maisonnette building and not on their balconies. (No other item other than bikes may be stored in the Bike Rooms or they will be disposed of without notice). Bicycles are not to be taken up the inside stairs at any time in order to be placed in a unit because of the resulting wear and tear on the stairwell walls, doors etc. Residents in lower Maisonnette units may, if they wish, keep their bicycles in their small yard provided it is kept upright and flush to the wooden fence. Those Maisonnette residents, who need access to the bicycle storage rooms, should contact the Board of Directors in writing. The Corporation accepts no responsibility whatsoever for any article placed in the above mentioned storage rooms.

Firewood

Rules regarding the storage of firewood are based on available space, weight loads and overall appearance. A face cord is considered to be eight (8) feet long by four (4) feet high by sixteen (16) inches wide.

Maisonnettes (upper level)

- One (1) face cord maximum at any one time piled neatly at one end of the balcony

Maisonnettes (lower level)

- One (1) face cord maximum at any one time piled neatly at one end of the balcony, and if you wish one additional face cord piled neatly under the balcony.

Garden Homes

- No limit provided it is stored in the garage (only) and that it does not eliminate any necessary parking space.

Firewood is never to be stored in the backyards or side areas of the Garden Homes nor should it ever be piled higher than the balcony railings of the Maisonnettes. You may cover your firewood with plastic provided it is brown, dark green, grey or clear in colour. Fluorescent orange etc. is not acceptable.

4.32. INTERIOR/EXTERIOR MODIFICATIONS

Plans for any exterior or interior alteration, modification or change must be submitted for approval before any work is undertaken. Written requests only will be considered by the Board.

Descriptions of alterations etc. must include all necessary information i.e. height, width, size, shape, colour, location, etc. of the proposed undertaking. Should an existing drainage pattern be affected the proposed drainage pattern must be indicated. If the modification affects a neighbour, there should be consultation with him or her.

Any change whatsoever to the exterior of a unit must have the Board's approval. Only changes which are, in the Board's estimation, compatible with the existing design will be considered.

4.33. MAINTENANCE – GENERAL

The Corporation is responsible for the maintenance and repair of common elements including some items in yards.

A policy of emergency maintenance and repair has been adopted which responds immediately to items requiring emergency repair. All others are considered to have a lower priority and in the interest of minimising repair cost these non-emergency items are batched in groups of similar type problems for attention.

4.34. CORPORATION/UNIT OWNER RESPONSIBILITIES FOR REPAIRS

Unit Owners are responsible for repairs to damages caused by any previous Unit Owners, regardless of when it occurred. The Corporation reserves the right to inspect these repairs.

4.35. REPAIR SERVICE CHARGES

A minimum service fee will be charged to Unit Owners for service calls made for repairs that are determined to be the responsibility of the Unit Owner.

4.36. INTERIOR DAMAGE POLICY

The Corporation does not assume responsibility for interior damage to units not covered by the Corporation insurance policy.

4.37. OWNER RESPONSIBILITY FOR LOSSES, COSTS & DAMAGES

Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules and regulations in force from time to time by any owner, his/her family, guests, household assistants, agents or occupants of his/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.

4.38. RIGHT OF ENTRY

Right of entry is governed by points outlined in Article 111 Points 3.3 to 3.7 of the Declaration. In the case of an emergency, should the Board or someone appointed by the Board be unable to enter a unit because keys have not been provided beforehand, the owner/renter will be held responsible for any damage caused to the door etc. as a result of forced entry due to the aforementioned emergency.

ANNEX A

ADDITIONAL NOTE TO NON-RESIDENT OWNERS RE: FORM 5

Section 83 of the new Act sets out certain obligations of landlords. In particular, landlords must:

- notify the Corporation that the unit is leased;
- provide the Corporation with the tenant's name, the owner's address and a copy of the lease or a summary of it in a prescribed form;
- provide the tenant with a copy of the declaration, by-laws and rules; and
- notify the Corporation if the lease is terminated or not renewed.

We ask that all landlord owners comply with these requirements as soon as possible. For this purpose we are attaching the prescribed form from the Regulations under the new *Condominium Act*, for the Summary of Lease or Renewal. We thank you for your anticipated cooperation.

However, if you have any questions or concerns, please do not hesitate to contact the property manager.

Sincerely,

Property Manager
On behalf of the Board of Directors, C.C.C. No. 318

FORM 5

Condominium Act, 1998

SUMMARY OF LEASE OR RENEWAL

(clause 83 (1) (b) of the Condominium Act, 1998)

TO: Carleton Condominium Corporation No. 318

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) _____

Municipal Address: _____
(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: _____

Commencement date: _____

Termination date: _____

Option(s) to renew: _____
(set out details)

Rental payments: _____
(set out amount and when due)

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)

ANNEX B

RESIDENT LICENSE REGISTRATION

To: Carleton Condominium Corporation No. 318

Municipal address: _____

Parking space: _____

Vehicle make: _____

License plate: _____

5. REVISION HISTORY

Date	Revision	Description
December 01, 2008	1.0	Original Publication