



**Carleton Condominium Corporation 169  
1025 Richmond Road**

**Park Place  
Residents Handbook  
2016**

**Condominium Rules  
and  
General Information**

Carleton Condominium Corporation No. 169  
1025 Richmond Road  
Ottawa, Ontario  
K2B 8G8

**Note: Click/press the section/title in the Table of Contents below to go directly to the page that the tip is located on**

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## **Table of Contents**

<b>1</b>	<b>Introduction.....</b>	<b>4</b>
1.1	A Short History of Park Place.....	4
1.2	Acknowledgements .....	4
1.3	The Legal Structure Of The Condominium .....	4
1.4	The Board.....	5
1.5	The Manager.....	5
1.6	The Superintendent-On-Duty .....	5
1.7	Communication .....	6
1.8	Administrative Fees .....	6
<b>2</b>	<b>The Legal Basis For Condominium Rules .....</b>	<b>6</b>
2.1	Authority.....	6
2.2	Effective Date .....	6
2.3	Obligation Of Tenants And Other Non-Owners.....	6
2.4	Definition Of Common Elements.....	6
2.5	Enforcement .....	7
<b>3</b>	<b>Rules Applying Throughout The Property .....</b>	<b>9</b>
3.1	General: Quiet Enjoyment.....	9
3.2	Nuisance .....	9
3.3	Increased Fire Or Other Risks .....	9
3.4	Rights Of Other Residents.....	9
3.5	Noise .....	9
3.6	Use of Common Elements .....	9
3.7	Common Elements To Be Kept Clear.....	10
3.8	Children In Common Elements .....	10
3.9	Bare Feet.....	10
3.10	Misuse Of Utilities.....	10
3.11	Smoking .....	10
3.12	Storage Of Dangerous Or Objectionable Materials.....	10
3.13	Pets .....	10
3.14	Grocery Carts .....	11
3.15	Notices And Signs .....	11
3.16	Bicycles .....	11
3.17	Roller Skates And Skate Boards .....	11
3.18	Garage Or Auction Sales And Other Commercial Activity .....	11
3.19	Delivery Of Furniture, Appliances, Parcels And Mail.....	11
3.20	Moves .....	12

<b>4</b>	<b>Rules Applying Specifically To Individual Units</b>	<b>12</b>
4.1	General	12
4.2	Leasing Of Units	12
4.3	Insurance By Owner	13
4.4	Modifications To Common Elements And Units By Owners	13
4.5	Asbestos	13
4.6	Balconies	14
4.7	Unit Windows And Doors	15
4.8	Air Conditioning/Heating units	15
4.9	Washers, Dryers, Dishwashers And Garburators	16
4.10	Maintenance And Repair	16
<b>5</b>	<b>Rules Pertaining To Specific Building Facilities</b>	<b>16</b>
5.1	Amenities	16
5.2	Rules Pertaining To Specific Amenities	17
5.3	Other Building Facilities	20
5.4	Waste Management	21
5.5	Notice Boards	21
<b>6</b>	<b>Rules Related To Parking</b>	<b>22</b>
6.1	Resident Parking	22
6.2	Parking Space Rental	23
6.3	Repair And Servicing	23
6.4	Garage Traffic Regulations	23
6.5	Fire Lanes And Outside Loading And Unloading Areas	23
6.6	Garage Doors	24
6.7	Visitor Parking	24
<b>7</b>	<b>General Information</b>	<b>25</b>
7.1	Sale of Units	25
7.2	Modifications to Units	25
7.3	Common Expenses	26
7.4	Collection Of Moneys Owed	27
7.5	Access To The Building	27
7.6	Access Fobs	27
7.7	Access To Units: Locks And Keys	28
7.8	Access To Storage Rooms	28
7.9	Water Damage	28
7.10	Security And Fire Safety	29
7.11	Elevator Emergencies	30
7.12	Telephone Entry System	30
<b>8</b>	<b>Appendices</b>	<b>31</b>
8.1	Declaration and By-Laws	31

# 1 INTRODUCTION

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## 1.1 A SHORT HISTORY OF PARK PLACE

Originally known as Olympic Towers, developer Terry Varaklis started construction of our building in 1975, but was unfortunately financially unable to complete construction.

Clarence Sheahan bought the incomplete building later in 1975, partly finished construction, and renamed it Shannon-on-the-Park.

Clarence Sheahan also ran into financial difficulties and in 1977 defaulted on the building mortgage.

The building was sold under trusteeship to Robert Lalonde and Sherval Developments, but ownership was tied up in the courts until February 1979 and during this period tenants in the building experienced less than ideal conditions. When Robert Lalonde and Associates finally took possession they completed the building, made some of the necessary repairs, and renamed it Park Place

In July 1979, Park Place, C.C.C 169, was registered as a condominium and individuals who had reserved units for purchase were finally able to finalize an Agreement of Purchase and Sale and became owners. The problems of the new owners were not over, there was a lack of maintenance, urgent repairs were required, and finishing touches had been left undone by the new developer. In April 1980 the new owners elected a Board of Directors and upon taking over control from Robert Lalonde and Associates, found that there were unpaid bills, uncollected condo fees, and urgent repair work required. Legal action was required to collect the unpaid condo fees and pay for the repairs and this dragged on until 1984 when owners were able to breathe a sigh of relief that their legal problems were over, the urgent repairs were complete, and the owner-elected board was able to start to make Park Place a viable and well-managed condominium.

## 1.2 ACKNOWLEDGEMENTS

The editor would like to thank the following present and former board members for their contribution to this updated issue of the residents' handbook; Gord Breedyk, Don Gregory, Joe Hager, Jeannine Levesque, and Willy Perkins.

Thanks also to Jeannine for permission to use an extract from her document 'Park Place – C.C.C. No. 169 – A Chronology'. A copy of this is available in the library, and it is also posted on GeniePad.

Richard Hatherill, Editor

## 1.3 THE LEGAL STRUCTURE OF THE CONDOMINIUM

### 1.3.1 The Condominium Act, 1998

The 1998 Condominium Act (referred to in these rules as 'the Act') came into force on the 5<sup>th</sup> of May 2001. It was issued by the Government of Ontario and is the top law governing Ontario condominiums. It provides the overall legal framework and all laws below it must be consistent with the Act.

### 1.3.2 The Declaration and Description

A condominium corporation is a Creature of Statute, and is created by the Registration of a Declaration and Description on Title to Land.

The Declaration and Description are the 'constitution' of the corporation and can only be amended with the consent of 80% to 90% of the owners.

It defines the:

- Unit boundaries
- Percentage contributions and percentage interest
- Exclusive use common elements
- Repair and maintenance obligations

### **1.3.3 The By-laws**

The By-laws provide the general operating framework for the condominium. They must be registered and be consistent with the Act and Declaration.

A simple majority owners vote is required to pass or repeal a by-law.

Please see Appendix 8.1 for a list of the Park Place by-laws.

### **1.3.4 The Rules**

The Rules cover safety, security, welfare, use of common elements, etc., and the prevention of unreasonable interference. They do not have to be registered, but must be consistent with the Act, Declaration, and the By-laws.

They are passed or changed by the Board with 30 days' notice to owners, or by ordinary vote if requested by 15% of owners.

## **1.4 THE BOARD**

The Board, through the Corporation's By-law has seven members, is elected by the owners at the Annual General Meeting, usually held in the spring. The Board acts collectively to exercise its power and responsibilities as defined by the Act, the Declaration and By-laws. Some of this authority is delegated to the Manager through the Management Contract. The Board meets at regularly convened meetings requiring proper notice and a quorum, usually once a month. No individual Board member has the authority to make commitments on behalf of the Board.

The Board provides policy, advice and instruction to the Manager.

The Board has a President who is elected by the Board at their first meeting following their election. The Board also has a Vice-President, Treasurer and Secretary, who are appointed or elected from among the Board. These four positions, constitute the Executive Officers of the Corporation with roles and responsibilities defined in By-law 1. Most of these roles and responsibilities are delegated either to the manager, in the Property Management Contract, or to other members of the Board, owners or residents, but the oversight responsibility remains with the Executive position.

The general powers, roles and responsibilities of the various Executive Officers and Board are outlined in the Act and By-law 1.

Those wishing to communicate with the Board may do so via the Park Place GeniePad web site (<https://parkplace169.geniepad.com>), by letter, or by use of a Comment Form available by the office. Forms may be put in the slot in the door to the Board room or mailed to the Board at 103-1025 Richmond Rd., Ottawa, K2B 8G8. Suggestions and observations made in this manner are welcome.

## **1.5 THE MANAGER**

The Board retains the services of a management firm (referred to in this handbook as the manager), to manage the affairs of the corporation, as delegated and under the terms in the Management Services Contract, under the Board's general oversight. The superintendent and other members of the building staff, while under contract to the Corporation, report and are responsible to the manager. The manager may be contacted during the weekly on-site office hours, by phone to his office, or by mail to the Board Office as above.

## **1.6 THE SUPERINTENDENT-ON-DUTY**

Park Place has a superintendent and an assistant superintendent. One of the superintendents is designated as the superintendent-on-duty and may be contacted during working hours (8 a.m. to 4 p.m.) for ordinary business such as booking the party room, moves, parking stickers, lost items, fob replacement, etc. via the on-call number 613-726-0282.

Emergency calls outside working hours will be directed to the property management call centre for immediate handling.

## **1.7 COMMUNICATION**

In most cases the Board and the manager communicate with residents via the notice boards:

- In the mail room and ambulatory entrance to the garage.
- Adjacent to the elevator doors in the basement
- In the elevators

Notices and information of interest to residents are also posted on the Park Place web site (GeniePad) at:  
<https://parkplace169.geniepad.com>.

Residents are encouraged to register on GeniePad as more information is posted there than is possible on the notice boards.

Special notices containing important or legal information are hand delivered to units, or mailed to non-resident owners.

## **1.8 ADMINISTRATIVE FEES**

The administrative fees (fees) and deposits etc. referenced to throughout this documents have not been specified to allow adjustment as appropriate, without requiring revision of this document. A list of fees and deposits, etc. is posted outside the superintendent's office and on GeniePad.

# **2 THE LEGAL BASIS FOR CONDOMINIUM RULES**

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## **2.1 AUTHORITY**

Section 58 of the Ontario Condominium Act (1998) (referred to in these Rules as 'the Act') empowers the Board to 'make, amend or repeal rules respecting the use of common elements and units to (a) promote the safety, security or welfare of the owners and of the property and assets of the corporation; (b) prevent unreasonable interference with the use and enjoyment of common elements, the units or the assets of the corporation.'

The Rules which follow are made under this authority.

## **2.2 EFFECTIVE DATE**

These Rules come into effect 30 days after the Board gives notice of them to the owners, unless in the meantime the Board has received a requisition for a Special General Meeting called in accordance with section 58(7) of the Act.

## **2.3 OBLIGATION OF TENANTS AND OTHER NON-OWNERS**

The lessee of a unit is subject to the requirements imposed by the Act, Declaration, By-laws and Rules to the same degree as an owner, except those requirements respecting common expenses. These Rules therefore apply to all residents whether they be owners or lessees; they also apply to guests of residents, and to contractors and trades persons who enter the building to carry out work for unit owners or the Corporation.

## **2.4 DEFINITION OF COMMON ELEMENTS**

The Act, Sect. 1, defines 'common elements' to mean all of the condominium property except the units. Without restricting its generality, this implies that areas outside of the units such as the entrances, lobbies, corridors, storage rooms and other amenities, as well as the garage and all property outside of the building, are common elements, available for the use and enjoyment of all residents, within the rules.

The Declaration and By-laws specify particular areas, outside the boundaries of the units, as 'exclusive use common elements', namely the balconies, garage, and storage areas. These areas are assigned in the By-laws, to each unit for their exclusive use within the rules.

The Declaration lists various items which, although common elements, must be maintained and repaired by the owners. Owners and residents must ensure they understand and comply with these obligations.

### **2.4.1 Parking and locker space allocation**

Parking and locker spaces are the property of the Corporation. Each unit is designated a specific number of parking and locker spaces. The By-laws assigns parking and locker spaces to each unit based on the allotment by the Declaration.

The number of parking and locker spaces originally allotted to the units in accordance with the Declaration has changed in some cases as a result of re-allocations processed prior to 1985. In July 1985, the Corporation passed By-law No. 3 to establish formal rules and procedures to regulate re-allocations, to clarify the term re-allocation, and to create official Parking and Locker registers. By-law No. 3 has subsequently been superseded by By-laws No. 7 and 18.

The Declaration **does not permit** the outright sale of the rights to any parking or locker space. The Declaration and By-law No. 18 permits owners to re-allocate the right to a parking or locker space designated to them. Documentation of the re-allocation must occur as per the By-laws, and registration of the changes must appear on the unit titles.

Although the term re-allocation is used in the Declaration and By-law No. 18, the board understands this to mean the *exchanging* of parking or locker space rights, as these rights cannot be sold outright and all units must have the rights to at least one parking space.

## **2.5 ENFORCEMENT**

Section 58(10) of the Act provides that all persons bound by the rules shall comply with them and the rules may be enforced in the same manner as the By-laws. Section 134 of the Act permits the Corporation, or an owner, to apply to the Ontario Court (General Division) for an order enforcing compliance to the rules. There is a requirement for mediation and arbitration under certain circumstances.

It is the obligation of the Board to ensure that all By-laws and Rules are applied in an equitable, effective and consistent manner. Any cost involved in action required to enforce the Act, the Declaration, By-laws and Rules shall be borne by those responsible for the required action.

### **2.5.1 Process used to correct rule violations**

Any violation of the Rules shall be dealt with initially by the superintendent or manager as the situation dictates. Should further action regarding a lessee or their guests be required, the manager shall deal directly with the owner, who will be responsible for dealing with the lessee.

- a) The unit owner will be advised in writing by the manager within 10 days of the continuing violation and compliance requested.
- b) If the violation is not corrected within 30 days, a second letter will be sent by the manager and an administrative fee will be levied against the unit owner.
- c) If within the subsequent 30 days the violation is still not corrected, a letter will be sent by the Corporation's lawyer to the owner. The cost of this letter will be added to the costs (item b) charged to the unit. An additional administration fee will be levied against the unit/owner.
- d) Should the violation still not be corrected, and a resolution not achieved within a further 30 days, the Board will instruct the lawyer to place a lien against the unit, with all costs charged to the unit owner.

### **2.5.2 Recovery of damages resulting from breach of these rules**

Where in the opinion of the Board, the owner of a unit (or an agent, contractor or employee working for him/her, or a lessee, or a guest invited by the owner or the lessee), causes loss or damage to the common elements or to assets of the Corporation by breach of the rules or by negligence, willful disregard or malicious act, then the owner is responsible for all such loss or damage.

All amounts owing to the Corporation by an owner (pursuant to the provisions of this handbook) shall be added to the common expenses payable by the owner and shall be collectible as such (including by way of condominium lien against the unit).

### **2.5.3 General**

- 1) No restriction, condition, obligation or provision contained in any Rule or Rules of the Corporation shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- 2) Each of these Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these rules shall not impair or affect in any manner the validity, enforceability, or effect of the remaining part of that Rule (if appropriate) or of the Rules and in such event, the other part of the Rule (if appropriate) or the Rules shall continue in full force and effect as if such invalid Rule or part of a Rule had never been included herein.
- 3) If a Rule is inconsistent with the provisions of the Declaration or By-Laws of the Corporation, the provisions of the Declaration and By-Laws shall prevail and the Rule shall be deemed to be amended accordingly.

## 3 RULES APPLYING THROUGHOUT THE PROPERTY

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### 3.1 GENERAL: QUIET ENJOYMENT

Owners or residents shall not do anything, or permit anything to be done, in their unit, or permit anything to be kept therein, which will obstruct or interfere with the right of other owners and residents to their comfort and the quiet enjoyment of their units and the common elements. This includes compliance with all pertinent Federal, Provincial or Municipal laws, by-laws and regulations.

Without limiting the generality of the quiet enjoyment rule, the following rules apply.

### 3.2 NUISANCE

No condition shall be permitted to exist and no activity shall be carried on by any resident, in any unit or the common elements, which would constitute a nuisance.

### 3.3 INCREASED FIRE OR OTHER RISKS

Residents shall not do anything, or permit anything to be done, in their unit, or bring or keep therein (or in any storage locker or parking space assigned to the unit), anything which will in any way increase the risk of fire or the rate of fire insurance on the building, or on any property kept therein, or act in a manner which may conflict with any laws relating to fire or the regulations of the Fire Department.

### 3.4 RIGHTS OF OTHER RESIDENTS

No resident shall obstruct or interfere with the rights of other residents, or in any way injure or annoy them or act in a manner which may conflict with any municipal statute or by-law.

### 3.5 NOISE

No resident shall operate any device or carry on any activity, or permit the operation of any device or carrying on of any activity within their unit, without exercising due consideration to minimize the transmission of the audible noise and/or vibrations to other units and thus ensure that other residents are not disturbed. Other than reasonable construction noise associated with renovations, no noise or activity shall be permitted, which in the opinion of the Board or the Manager, may disturb other residents.

All work associated with renovations and/or the generation of noise or vibration, or requiring the transportation of material in or out of the building, shall be carried out only between the hours of 8 a.m. to 5 p.m., Monday to Friday and from 10 a.m. to 5 p.m. on Saturday. **No work shall be carried out on Sunday or on any statutory holiday applicable within the boundaries of the Province of Ontario.**

#### 3.5.1 Transmission of noise due to the installation of hard flooring

Owners are permitted to install hard flooring such as ceramic tiles, laminate, and engineered hardwood flooring, but steps must be taken to minimize the transmission of noise to the unit below.

Tiling must be limited to the entrance lobby, bathrooms, and kitchen.

Laminate or engineered hardwood flooring may be installed, but a soundproofing underlay must be installed between the 'floating' flooring and the concrete base.

The superintendent has samples of suitable underlays that meet the soundproofing requirements.

**Flooring must not be attached directly to the concrete base.**

### 3.6 USE OF COMMON ELEMENTS

Residents must use lanes, gardens, walks and other exterior areas of the property in a quiet and proper manner and in such a way as to avoid disturbance to other residents or damage to, or defacement of the property. No resident shall harm, mutilate, destroy, alter or litter any of the lands, common areas, parking lots, grass, trees, shrubs, hedges, or flowers on the property.

### **3.7 COMMON ELEMENTS TO BE KEPT CLEAR**

No resident shall leave anything in the corridors, stairwells, or entrance areas of the building. The sidewalks, entries, passageways, walkways and driveways used in common by residents shall not be obstructed in any way.

### **3.8 CHILDREN IN COMMON ELEMENTS**

Children are not allowed to play in the common elements, other than those to which the unit owner has exclusive access. Special rules apply to the use of the building amenities by children. Refer to section 5.2 for the rules pertaining to the use of each specific amenity.

### **3.9 BARE FEET**

No resident shall go barefoot in the common elements, except in the pool, the pool patio, and the sauna and change room areas.

### **3.10 MISUSE OF UTILITIES**

Electrical, water and sewage systems are expenses within each unit, the cost of which are borne by all. No resident shall unduly waste these utilities by leaving water running when not in actual use; leaving electrical or electronic devices on when not in actual use; or overloading existing electrical circuits or sewage systems.

The common elements are there for the use and enjoyment by residents and guests, but electrical and water utilities should not be wasted. Users must ensure water and electrical devices are turned off when leaving the common element.

### **3.11 SMOKING**

The Smoke Free Ontario Law prohibits smoking in indoor common areas of condominiums, including the garage. The City of Ottawa Smoking By-law prohibits smoking within 9 meters of any entrance way.

- a) Smoking is permitted by law within private units, however residents must ensure the smoke and odors generated inside the unit are not allowed to enter the hallways.
- b) While smoking is permitted on the balcony, tossing cigarettes, lit or as butts, is prohibited. Care must be taken in allowing contractors to use the balcony. They must be instructed to not toss their butts off the balcony and must be provided with a disposal container.

### **3.12 STORAGE OF DANGEROUS OR OBJECTIONABLE MATERIALS**

No resident shall store volatile flammable materials anywhere on the property. Perishable foodstuffs or food products subject to decay or attack by insects, or other like materials shall not be stored in storage lockers or on balconies.

### **3.13 PETS**

No animal livestock or fowl, other than a pet (as defined by City of Ottawa By-laws) shall be permitted or kept on the property. No pet that is deemed by the Board or the manager, in their absolute discretion, to be a nuisance shall be permitted or kept by any resident or guest of a resident in any unit or in any other part of the property.

Pets are limited in number to two (2) with a weight limit of 25 lbs. each. In addition, exotic pets such as snakes, spiders, or other reptiles are prohibited.

- a) Any resident who keeps a pet on the property or any part thereof and receives from the Board or the manager a written notice requesting the removal of such pet, shall within two (2) weeks of receipt of such notice, permanently remove such pet from the property.
- b) Each resident shall be liable for any and all damages to the common elements caused by a pet kept by the resident or the guest of a resident.

- c) No pet shall be walked or permitted to walk on the common elements. Whenever pets are in the common elements, they shall be carried by residents (or their agent) in their arms, or secured in a transporting device.

**Note: The shopping carts owned by the corporation are not to be used for the transportation of pets.**

### **3.14 GROCERY CARTS**

The Corporation supplies a number of grocery carts for the convenience of residents in transporting goods and material to and from their units. Immediately after using the carts, residents are to return them to their storage place at the ambulatory entrance.

These carts are not to be used for the transportation of heavy or dangerous materials.

### **3.15 NOTICES AND SIGNS**

No resident shall, without prior written approval by the Board, display a sign or notice anywhere in the common elements (including balconies), except on the notice boards provided as per section 5.5 of these Rules.

### **3.16 BICYCLES**

Winter and seasonal facilities for bicycle storage are provided for residents within the garage area. A bicycle room in the garage, plus a number of racks are provided for bicycle storage.

All bicycles **must** have a sticker with the same number as the owner's parking spot affixed to the frame for identification purposes. These stickers are available from the superintendent.

- a) No resident shall bring a bicycle into any common element, other than the garage. Bicycles are not permitted in elevators nor to be stored on balconies.
- b) Bicycles shall be stored or parked only in those areas of the garage and property specifically assigned for this purpose, unless authorized in writing by the Board.

### **3.17 ROLLER SKATES AND SKATE BOARDS**

No resident shall use roller skates, in line skates, or skate boards in or on the common elements.

### **3.18 GARAGE OR AUCTION SALES AND OTHER COMMERCIAL ACTIVITY**

Residents shall not hold a garage sale or auction on the property or in their unit. Residents shall not use their unit for any other commercial activity which, in the opinion of the Board or manager, significantly increases noise in the building, traffic in the hallways and other common elements, or creates sustained or recurrent additional use of the visitors' parking facilities.

### **3.19 DELIVERY OF FURNITURE, APPLIANCES, PARCELS AND MAIL**

Building staff and the superintendent are not permitted to accept, on behalf of residents, deliveries of mail, groceries, parcels, furniture and the like. The superintendents are not permitted to admit delivery persons to the units. Deliveries of objects larger than mail or small parcels should be made prior to 6 p.m. Monday through Saturday.

- a) All furniture and appliance deliveries are to be made at the rear of the building, utilizing the moving room and freight elevator.
- b) All deliveries of furniture, appliances or other major movement of material must be arranged through the superintendent.
- c) No deliveries other than mail and small packages are permitted through the front entrance.

### **3.20 MOVES**

All moves, and the delivery or removal of furniture, building materials and personal effects must be pre-arranged with the superintendent. All contractors or others working in the common elements must register with the superintendent and sign the registry form before commencing their work.

All moves must be scheduled through the superintendent at least 10 days in advance. For all major moves – in or out – there is an administrative fee to help defray the costs associated with extra garbage removal, etc. These moves should be carried out during normal business hours of 8 a.m. to 4 p.m. Monday to Saturday. No moves are to take place on Sunday. Only elevator ‘A’ may be used for moving. The superintendent will equip that elevator with protective padding and put the elevator on service for the duration of the move.

All moves, no matter how small, must be made through the moving room. The superintendent-on-duty must be contacted for access and to reserve the elevator. A fee is charged to defray the cost associated with preparing and reserving the elevator. Exception to the charge is granted when one article is to be moved and the elevator is only required for one up and down movement taking less than 20 minutes.

When furniture or appliances are being removed by delivery persons, they must remove the items from the property and **not** use the buildings waste disposal facilities. The corporation must pay to empty the garbage disposal bins. It is unreasonable to expect the building to cover these extra costs.

*In order to release the elevator as soon as possible, please move all furniture into the hall or unit before unpacking or setup is begun.*

The main entrance, the lobby and elevators B and C are not to be used for moves or the delivery of packages larger than can be carried by one person.

## **4 RULES APPLYING SPECIFICALLY TO INDIVIDUAL UNITS**

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### **4.1 GENERAL**

There are provisions of the Act, the Declaration and By-laws which impose compliance requirements on individual unit owners which warrant emphasis as Rules.

### **4.2 LEASING OF UNITS**

#### **4.2.1 Notification to Corporation**

The Act, Section 83, requires the owner of a unit who leases a unit, to notify the Corporation within 30 days, with a copy of the leasing agreement. This agreement must include the lessee’s name and telephone number, as well as the owner’s address and telephone number.

Sub-letting of the unit is not permitted during the term of the lease.

If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the corporation in writing.

#### **4.2.2 Short Term Leases**

With the exception of Park Place units which have been designated as commercial, all other Park Place unit leases must be residential in nature and abide by the ‘residential’ spirit and letter of the Condominium’s Declaration. The minimum duration of a Park Place residential unit lease is set at four (4) months and owners are allowed only one such short-term lease per year. Any shorter lease would be considered a short-term commercial stay and would violate the Park Place declaration and rules. There will be no exceptions to this rule unless approved in advance by the Board.

#### **4.2.3 Temporary Occupants**

Resident owners who leave their unit occupied by others for a period of time must inform the superintendent that a temporary occupant is in the unit.

#### **4.2.4 Conformance to Condominium Rules**

The owner is responsible for ensuring that the lessee complies with all the rules, regulations and policies of the Corporation, and must provide the lessee with a copy of this Residents Handbook and the Fire Manual.

### **4.3 INSURANCE BY OWNER**

By-law 14 requires that every unit owner maintain an insurance policy covering risks not covered under the Corporation's policy. This policy should cover the contents of the unit, improvements to the standard unit, as defined under By-law 15, and the owner's personal liability. This liability should cover any damage exterior to the unit, where the cause originated in the unit, which is not covered by the deductible limit of the Condominium policy

### **4.4 MODIFICATIONS TO COMMON ELEMENTS AND UNITS BY OWNERS**

The Act, Section 98; the Declaration and By-law 21, provide the rules governing modifications, alterations or revisions to the common elements and exclusive use common elements.

- a) Section 98 of the Act requires approval of the Board and a written agreement authorizing any modifications to common elements and exclusive use common elements by owners.
- b) CCC No. 169 considers By-law 21 and the Schedule 1 Acknowledgment contained therein to meet the compliance requirements of the Act.
- c) An owner wishing to obtain an approval for a modification to the common elements should complete and sign a Schedule 1 Acknowledgment, and submit it to the Board for approval.
- d) Performing modifications prior to obtaining approval can result in the requirement to restore pre-existing conditions, at the owner's expense.

*See Section 7.2 for detailed information regarding permitted modifications to units.*

#### **4.4.1 Definition of common elements within units**

The Declaration, Article III, Section 2 states the balcony or patio; the inner surface of the glass windows and the main entrance door associated with each unit are 'exclusive use common elements' subject to this rule. This statement means that all windows, the balcony door and the entrance door are common elements.

The Declaration, Schedule 'C', section 3 states that 'no unit includes pipes, wires, cables, conduits, ducts, flues, shafts, public utility lines, breaker boxes and controls used for power, gas, water, heating or drainage etc., nor any structural walls, columns or load bearing members'. This statement means that all of the above are common elements.

#### **4.4.2 Non-structural modifications to units**

Owners may make non-structural modifications to their units such as floor coverings, bathrooms, kitchens and non-load bearing walls or interior doors. Care must be taken, however, when dealing with wiring or plumbing. These modifications could fall under common elements and any such changes should be confirmed with the property manager before commencing such a modification.

### **4.5 ASBESTOS**

All owners are hereby notified that the condominium corporation has received an expert report which has revealed the presence of certain hazardous substances in certain locations on the common elements and in the units. The report is a Hazardous Materials Assessment Report ('the HM Assessment') prepared by Pinchin Environmental Ltd. and dated August 7, 2013. The consultant has also advised that the hazardous substances do not represent a health risk as long as they remain in good condition and are not disturbed (for example, during repair or maintenance work in the area in question).

The hazardous substances revealed by the HM Assessment, and their locations, are noted in the attached executive summary of the HM Assessment.

Because the hazardous substances include asbestos, the corporation's consultant has also prepared an Asbestos Management Plan ('AMP') [dated August 7, 2013, also prepared by Pinchin Environmental Ltd.]

for our condominium. Any owner may view the HM Assessment and the AMP upon reasonable notice to the Board or manager; and any owner may obtain copies of the HM Assessment and the AMP from the Board or the manager (upon payment of a reasonable copying charge).

All owners are required to:

- a) Provide a copy of this Rule, the relevant sections of the HM Assessment and AMP to any worker hired by the owner to carry out any work on the property;
- b) Ensure that all workers hired by the owner to undertake any work on the property that may disturb Asbestos Containing Materials carry out the work in accordance with the AMP and have received the appropriate training, specified in the AMP.
- c) Otherwise fulfill all of the owner's obligations under the Occupational Health and Safety Act (and Regulations).

## **4.6 BALCONIES**

The balcony is an exclusive use common element. Any modification, revision or alteration is subject to By-law 21 agreements.

### **4.6.1 Balcony Surfaces**

- a) The balcony is coated with a protective membrane on the floor and an architectural coating on the walls and ceilings to protect the cement and provide a uniform architectural appearance for the building. No alteration is permitted that will damage the protective membrane or alter the standard appearance of the walls or ceiling. The superintendent should be contacted should the membrane, walls, or railings require repair or maintenance. The owner will be responsible for the cost of repairing any damage caused by the negligence of an owner or tenant.
- b) Care must be exercised when selecting and placing items or furniture on the balcony which may puncture or otherwise damage the floor membrane. If the membrane is punctured or damaged, the superintendent should be advised to facilitate repair.
- c) Care must be exercised when selecting material to cover the balcony floor on an ongoing basis. It should only be covered by products which allow for the drainage of rain waters and promote evaporation of any pooling which may occur.
- d) There are several products on the market which have surfaces that are raised to permit drainage and perforated to promote evaporation. There are also environmentally friendly throw rugs made of material that breathes and does not absorb moisture. All of these products would be acceptable coverings for the balcony membrane.
- e) A three-part coating such as Beauti-Tone Hardrock by Tech Stone may be applied under a By-law 21 agreement. It should be applied by a professional as it is a complex process.
- f) Fixed porcelain tiles may be applied under a By-law 21 agreement, but are not recommended. They require special bonding material and grout to prevent damage to the membrane and exposure to water.
- g) Commercial rubber backed carpet is discouraged. While the moisture is retained in the carpet area, excess water will get under the carpet. If these carpets are used they should be rolled up after any heavy rains to allow evaporation.
- h) Foam backed all weather carpet is prohibited. It promotes long term exposure to moisture and the growth of mildew, both of which are harmful to the membrane.
- i) Paint is prohibited. The membrane is an elasticized material. Paint when dry is rigid. Expansion and contraction caused by heat would damage one or the other. Applying paint over the membrane grit could also compromise the safe traction of the surface.

### **4.6.2 Installed Items**

- a) Units are permitted to install one GFI electrical outlet on the balcony. By-law 21 agreements are required for these devices regardless of when they were installed.

- b) Any material or equipment to be affixed to the balcony must be approved in accordance with By-law 21. This includes, but is not limited to, mirrors or other wall hangings, or electrical or mechanical equipment such as air conditioning equipment.
- c) Radio and TV antennae, satellite dishes, or other such equipment, are not permitted on the balcony. In addition, no items or installations are permitted to protrude from the windows.
- d) External shades, screens, awnings or other sun or weather protective devices of a similar nature shall not be affixed to any exterior point of any unit.
- e) Nothing shall be placed on the outside of window sills, balcony railings or balustrades. Items placed on the inside of balcony rails or balustrades shall be securely fixed and not just hung, to counter the effects of high winds.

#### 4.6.3 Usage

- a) Resident shall not use their unit's balcony for storage or clothes-drying in a manner which, in the opinion of the Board or the Manager, detracts from the external appearance of the building.
- b) Balconies shall not be used for the cooking of food by any means or device.
- c) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window or balcony.
- d) No resident shall throw or drop any object from a window, a balcony or any other point on the exterior of the building.
- e) Smokers are specifically instructed **not to throw lighted cigarette ends off the balcony**. This is a very dangerous practice, and fires have been caused by lighted cigarettes falling on furniture and other items.
- f) Units may display a Canadian flag during recognized national holiday or remembrance periods. The flag may be installed one week before the specific date and must be removed within one week of the end of the period.
- g) Christmas lights may be installed on balcony railings. Christmas wreaths can be installed as per 4.6.2 e) above. Christmas decorations must not be installed before the 1<sup>st</sup> of December, and removed before the 15<sup>th</sup> of January the following year.

### 4.7 UNIT WINDOWS AND DOORS

Owners are responsible for the maintenance of unit doors, balcony doors and screens, and the windows and screens in the unit. Replacement is the responsibility of the Corporation. The cleaning of the outside of the unit windows is also the responsibility of the Corporation.

#### 4.7.1 Unit Doors

The unit entrance door is a common element. The structure and appearance must not be changed. The interior surface may be painted. The unit owner is responsible for the door closer and weather stripping.

- a) Residents may install a secondary lock on their unit door. Additional locks are subject to By-law 21 agreements.
- b) The door knocker is a common element and must not be changed. Certain personal door knockers, in place on June 1, 1999, were grandfathered, but must have By-law 21 agreements signed and approved.
- c) During recognized holiday periods unit doors may be decorated. The decorations must not mar the door's appearance and heavier items must use a door hanger. Christmas wreaths and decorations may be installed after December 1<sup>st</sup> and removed by January 15<sup>th</sup>. For any other holidays such as Easter, the decorations can be installed one week before and removed one week after the holiday.

### 4.8 AIR CONDITIONING/HEATING UNITS

Window mounted air conditioning units and water-cooled air conditioners are not permitted.

Balcony based air conditioning systems or any non-standard air conditioning/heating systems, shall only be installed under the conditions set forth in By-law 21 governing modifications to common elements.

New, Corporation supplied HVAC covers have been provided to cover many HVAC openings on the balcony during cold weather. These covers are fastened to the grill by magnets and care must be taken in removing them in the spring. Other units having non-standard HVAC units are responsible for covers for their units. The covers must be removed before using the air conditioner to prevent damage to their a/c unit.

Note: Specific units were constructed with water-cooled air conditioner units as part of their unit design. These units are grandfathered, but must be removed when they reach their end of their lives.

## **4.9 WASHERS, DRYERS, DISHWASHERS AND GARBURATORS**

Laundry washers, dryers and portable dishwashers are not permitted in the units. The buildings drain system is not designed to handle these devices.

City of Ottawa by-laws forbid the installation of garburators in units.

**Note:** Five specific units which had washer/dryer units installed before they were forbidden, were given specific letters permitting the devices to be retained until either the unit is sold or the devices need replacing at which time they are to be removed. Unless documentation of grand-fathering is available, washers and dryers are forbidden.

## **4.10 MAINTENANCE AND REPAIR**

### **4.10.1 Maintenance, repair and replacement of the HVAC unit**

Owners are responsible for the maintenance, repair and replacement of the HVAC unit according to the Declaration. Any modification other than direct replacement of the unit usually requires By-law 21 agreements so guidance should be sought in these cases.

### **4.10.2 Plastic connecting hoses must not be used**

Plastic connecting hoses must not be used when modifying plumbing associated with the kitchen or bathroom as they are not designed to withstand the water pressure sometimes experienced in the building. Metal clad flex hoses, or copper piping with soldered connections, must be used to connect fixtures.

### **4.10.3 Back-flush toilets**

Only back-flush toilets can be installed in Park Place due to the design of the building. Synthetic junction seals must be used (not wax) to prevent leakage.

### **4.10.4 Maintenance and repair of doors, windows and screens**

The owner is responsible for the maintenance and repair of all doors, windows and screens associated with their unit.

### **4.10.5 Clearing of plugged drains**

Owners may also be responsible for the clearing of plugged drains, depending on where the blockage is. Should a blockage occur, the owner should attempt to clear it with boiling water only (chemical cleaners may damage the pipes). If this does not work, call the superintendent who will clear the stoppage or arrange to have the drain cleared.

The manager will review the circumstances and establish responsibility for costs involved.

# **5 RULES PERTAINING TO SPECIFIC BUILDING FACILITIES**

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## **5.1 AMENITIES**

The term ‘amenities’ as used in these Rules describes collectively the swimming pool, the adjoining patio, the change/shower rooms and saunas adjacent to the pool, the party room, the library, the exercise room, the billiard room, the hobby room, the squash court and the tennis courts.

- a) All persons using any amenity do so at their own risk. The Corporation will not be held responsible for any injury or damage resulting from the use of these facilities or equipment therein.

- b) Except in the party room and the pool patio, no food is to be brought into or consumed in any amenity. Only beverages in unbreakable containers are permitted in the billiard room, the exercise room, the squash court, and the pool patio. Alcoholic beverages are not permitted in the swimming pool area, the exercise room or the squash court. Food and beverages may be transported through the pool area, with extreme care, to the patio area for social events.
- c) Unless otherwise provided in these Rules, unit owners who do not reside in the building are not permitted to use any amenity, other than as guests.
- d) A resident's guest may use any amenity, provided that the resident shall be personally present in the amenity at all times. Guests attending a function in the party room shall not be permitted to use any other amenities, other than the normally accessible adjoining washrooms.
- e) No person under the age of thirteen (13) years shall be present in any amenity, unless accompanied at all times while in the amenity, by a parent or the parent's agent, the agent being at least eighteen (18) years of age.
- f) The Board or the manager may deny the use of any amenity to any resident who repeatedly breaks the Rules governing the use of that amenity. The Board may also deny residents access to any amenity for reasons of safety or security.

Residents who observe a breach of the rules for an amenity should report the circumstances to the superintendent and complete a comment form to document the occurrence. In this context, it will be useful to take note of the date and time at which the infraction occurred.

- h) Additions or modifications to the furnishings, plants, decorations or equipment in any amenity, require written approval from the Board.

## **5.2 RULES PERTAINING TO SPECIFIC AMENITIES**

All amenities are subject to all of the Rules for the entire complex however, each amenity has specific Rules which relate to its uniqueness. These Rules are posted in each amenity. Rules may change from time to time in which case the Rules posted in the amenity shall apply.

### **5.2.1 Billiard room**

A visitor to Park Place may use this billiard room only while accompanied by Park Place residents who are their host. Use of the billiard room is at the user's own risk.

- a) Persons under 13 years of age who are present in the billiard room must be accompanied by a parent or an agent of the parent who is at least 18 years old.
- b) No food is permitted in the billiard room. Beverages are permitted, only if in an unbreakable container.

### **5.2.2 Party room**

The party room is open for use 'in common' for all residents and their guests over the Christmas/ New Year holiday season, that is, from the end of the first week in December to the end of the first week of the following January. During this period, the party room cannot be rented or reserved for the exclusive use of any resident or group of residents to the exclusion of any other residents.

At other times the party room may be rented by residents for a fee. Refundable deposits to cover damage and cleaning are required. The combined deposit must be paid at the time of booking along with the rental fee. The renter shall be liable for any damage or cleaning costs in excess of the deposit.

The room must be left in the condition that it was in at the time at which its use by the renter began.

Residents renting the room must sign an undertaking to abide by the rules of conduct for this amenity and undertake certain other responsibilities that are included on the party room licence form.

Residents renting the room must be in attendance at the event for which the room is rented and may not rent the room on behalf of non-residents.

Under normal operating conditions the air conditioning system for the party room will be set to turn off not later than 10:30 p.m. each night. The Board may, however, grant permission to extend these hours to 12:30 a.m. when the room is being used for social events or rented for a private party.

A resident who applies to rent the party room at least 30 days before the date of its intended use ( and pays the deposit at that time) shall have priority over other users of the room (e.g. groups who make regular use of the room on a non-rental basis such as card nights). Should the room be booked on a date on which it is normally used by residents on a non-rental basis, then the convener of the displaced group shall be notified by the superintendent of the booking as soon as it is made. Should a resident wish to book the room less than 30 days in advance, priority will be given to the regular non-rental user group.

Rental of the party room can be arranged through the superintendent, on completion of the party room licence form that is found outside the superintendent's office and available on GeniePad.

### **5.2.3 Library**

The library is one of the amenities that is managed solely by the residents. The Corporation has provided a set of shelving in the party room. Contribution of soft covered books only are welcomed. There is also space provided for DVD's. The books and DVDs are on an honour system. There is no formal charge for their use.

The library also has a set of binders which contain the minutes of all Board Meetings, newsletters, and various photos of the building and social events donated by residents.

### **5.2.4 Exercise room**

Visitors to Park Place may use the exercise room only while accompanied by the Park Place resident who is their host. Use of the exercise room is at the user's risk.

- a) Persons under 13 years old must be accompanied by their parent or an agent of the parent who is at least 18 years of age.
- b) Alcoholic beverages and/or food shall not be brought into this room. Other beverages must be in unbreakable containers.

### **5.2.5 Pool change rooms and showers**

Visitors to Park Place may use the change rooms and showers only while accompanied by the resident who is their host. Use of the change rooms and saunas are at user's own risk. While not exclusive to these facilities, the change rooms and showers are intended to accommodate the users of the pool, sauna and exercise room. They are not intended as a substitute for the in-unit washroom for activities which might cause a mess. Hair treatment and or coloring, and other grooming activities that use strong chemicals, are forbidden in the change rooms since this may cause serious reactions for some residents or staff.

### **5.2.6 Saunas**

Visitors to Park Place may use the sauna only while accompanied by the Park Place resident who is their host. Use of the Sauna is at the user's own risk.

The saunas are dry saunas and water must not be poured over the rocks as it damages the sensors in the equipment. If higher humidity is desired, water can be misted on top of the rocks where it evaporates immediately.

- a) Persons under 13 years old, present in the sauna, must be accompanied by their parent or an agent of the parent who is 18 years or older.
- b) The sauna doors are not to be left open at any time.
- c) Food is not permitted to be brought into the sauna. Alcohol is not permitted in the sauna however beverages in unbreakable containers are permitted.
- d) Always sit on a towel when using the sauna.
- e) The sauna is not to be used for shaving or any other personal cleaning and all materials taken in are to be removed on completion of the session.

- f) The saunas are heavy users of electricity. Ensure the power is turned off when leaving.
- g) Interfering with the temperature sensor is strictly forbidden.

### **5.2.7 Swimming pool and surrounding pool deck**

Guests may be present in the pool area only when accompanied by the resident who is their host. The pool is unsupervised and is used at the person's own risk

- a) A child under the age of 13 years shall be accompanied by the child's parent or by an agent of the parent who is at least 18 years old.
- b) No one shall enter the pool while infected with a communicable disease or who has an open sore.
- c) Swimmers must take a full soap shower before entering the pool.
- d) Each swimmer must wear a bathing suit specifically designed for that purpose
- e) Spitting, water spouting, nose clearing or any other form of polluting the water is prohibited.
- f) Children, or anyone else who may be susceptible to incontinence, shall wear a plastic covered diaper or other commercial product designed to protect the water should an accident occur
- g) Boisterous play is prohibited.
- h) No more than 10 persons are permitted in the pool at a time. Should the limit be exceeded, the person having been in the longest shall leave the pool.
- i) No smoking, eating or drinking is permitted in the pool area. No glass or breakable objects of any kind are permitted in the pool area.

### **5.2.8 Tennis courts**

Visitors to Park Place may use these courts only while accompanied by the Park Place resident who is their host. Use of the tennis courts is at the user's own risk.

- a) Persons under 13 years old who are present in the tennis courts must be accompanied by a parent or by an agent of the parent who is at least 18 years old.
- b) Play is permitted only between the hours of 8 a.m. and 10 p.m., seven days a week
- c) A resident may operate a stereo or other like sound equipment in the tennis courts, provided the sound level is kept reasonably low. The device must be turned off should a noise complaint be received.

### **5.2.9 Squash court**

Visitors to Park Place may use the squash court only while accompanied by the Park Place resident who is their host. Use of the squash court is at the user's own risk.

- a) Persons under 13 years old present in the squash court must be accompanied by their parent or an agent of the parent who is at least 18 years old.
- b) Only 'scuff proof' sport appropriate footwear shall be worn.
- c) Food is not allowed in the squash court. Beverages are permitted, but must be non-alcoholic and in unbreakable containers.
- d) No tennis rackets shall be used.
- e) Only yellow spot balls may be used

### **5.2.10 Hobby room**

Visitors to Park Place may use the hobby room only while accompanied by the Park Place resident who is their host. Use of the hobby room is at the user's own risk.

- a) Persons using this room who are under 13 years old must be accompanied by a parent or the agent of the parent who is at least 18 years old.
- b) C.C.C. No. 169 accepts no responsibility for loss or damage to tools or material.

c) The room must be left clean and tidy, and free of all fire hazards such as oil or gasoline soaked rags.

## **5.3 OTHER BUILDING FACILITIES**

### **5.3.1 Bicycle storage room**

C.C.C. No. 169 accepts no responsibility for loss or damage to bicycles stored in this room or in the racks throughout the garage.

Bicycles shall not be parked in the parking garage, or secured to pillars, pipes or locker doors anywhere in the property.

### **5.3.2 Car wash area**

One outdoor parking space at the rear of the building has been designated as a car wash area. The vehicle being washed is not to be left unattended. When using this facility please be considerate toward cars parked nearby.

Parking cars in this space, except while the car is being washed, is prohibited at all times.

This space is not to be used for auto repair work of any kind.

### **5.3.3 Laundry rooms on each floor**

The laundry room on each floor is for the exclusive use of the residents of this floor only. The laundry facilities on each floor must not be used before 7 a.m. or after 10 p.m. as the noise may disturb other residents. Residents are only to use equipment on their own floor or the units in the basement. Use of laundry equipment on other floors is not permitted.

The laundry machines do not accept cash. Residents must obtain a laundry card from the superintendent and pre-load it with funds using the Coinamatic card loading machine next to the superintendent's office.

The machine accepts credit or debit cards, and the instructions for loading the card are shown above the machine. A You Tube video on how to load the card is also available at:

<https://www.youtube.com/watch?v=GCZ0HIkCMWE>

More information on using the machines is available at [www.coinamatic.com](http://www.coinamatic.com).

For service or assistance please call Coinamatic directly at 1-800-561-1972, do not call the superintendent unless it's an emergency such as flooding.

When doing your laundry, please place the 'Laundry Room in Use' sign either on the outside door handle, or on the Velcro holder where provided, to inform other residents that the machines are in use.

Users are requested to time their loads in order that the clothing is removed at the completion of the cycle. This allows the machine to be available for the other residents on your floor.

The dryer filter must be cleaned after each use and the surface of the dryer is to be left clean.

### **5.3.4 Laundry room in basement**

The basement laundry room has a large, heavy duty washer and dryer and a standard washer and dryer of the type found on each floor. These can be used, 24 hours a day for the convenience of all residents and should be used if the laundry room on a particular floor is out of service or already in use.

### **5.3.5 Storage lockers**

Storage locker rooms are located throughout the basement area and the garage. Each locker room has a special key, a copy of which is issued to entitled residents by the superintendent. Residents are responsible for the security of their assigned locker.

C.C.C. No. 169 does not accept responsibility for loss or damage arising from fire, theft, willful damage, or water leakage affecting articles kept in these storage compartments. Users are cautioned that water damage has occurred in Park Place storage rooms in the past, and that the Corporation has been unable to provide complete protection against its recurrence.

## 5.4 WASTE MANAGEMENT

Park Place encourages its residents to practice the four R's of waste management: Reduce, Re-Use, Return and Recycle. The Corporation pays a considerable sum of money to have garbage picked up, but there are no such charges for the contents of the recycling bins. The waste management room contains:

- a) The blue compactor bin which services the garbage chute.
- b) The blue open bin, for large and loose, non-hazardous garbage. This bin is for the use of residents only. Contractors and trades people carrying out work in the units are to be instructed that they are responsible for removing their waste and left over materials from the property. They are not to use our garbage bins.
- c) The yellow bin, exclusively for paper and cardboard only. All cardboard boxes must be broken down before they are put in the bin.
- d) The grey bin, exclusively for miscellaneous plastic, glass, metal products.

Residents who have very large items such as furniture and appliances should arrange for them to be removed as either part of the purchase-installation agreement or through the City's Take-it-Back program.

If neither of these are available, the resident can contact the City of Ottawa (telephone 311) to find out which day they will do large item pick-up for this building. **On that day**, residents may place the item for pick-up on the grass outside the fence to the west of the west entrance.

Items are not to be left in the moving room without the prior approval and arrangements with the superintendent.

### 5.4.1 Garbage chute rooms on each floor

The garbage disposal chutes on each floor are to be used only between 7 a.m. and 9 p.m. At all other times garbage shall be taken to the garbage room on the main floor.

All garbage for the chute must be contained in securely tied plastic bags, small enough to pass easily down the chute and strong enough to prevent rupture of the bag as it falls.

The following items **shall not** be put into the chute or be left in the garbage chute room:

- Broken glass, bottles and other glass containers
- Aerosol cans, flammable liquids, spent fluorescent light tubes, spent batteries, and similar hazardous materials
- Cardboard boxes too large for the chute
- Large items such as discarded mattresses, TV sets, and other furniture
- Construction waste from renovations. (This must be removed from the property by the contractor or unit owner.)

Extreme care must be exercised to see that no matches, ash tray contents, or anything likely to start a fire goes into the garbage chute.

## 5.5 NOTICE BOARDS

Notice boards are installed in the mail room and by the ambulatory entrance to the garage. These boards are divided into two panels. The left panel is reserved for use by the Social Committee and various social groups in the building. The right panel is reserved for the use of the Board and residents.

- a) Notices for any commercial or business activity are prohibited.
- c) Residents may post notices advertising particular units in Park Place for sale, purchase, lease or sub-lease. As well residents may advertise the lease of particular parking spaces to other residents of Park Place.

- d) Notices may be no larger than 8 ½ inches by 5 ½ inches unless they are Board initiated notices that require more space. All notices are to be dated by the person posting and they will be removed after 10 days. Questions regarding notices are to be referred to the manager.

## **6 RULES RELATED TO PARKING**

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### **6.1 RESIDENT PARKING**

#### **6.1.1 General**

Each unit has the exclusive use of one or more indoor parking spaces. These spaces form part of the common elements and are allocated to the unit by By-law. The indoor garage is for the exclusive use of residents. Only vehicles owned by residents or regular staff working at Park Place are permitted to be parked in the garage. All vehicles using the garage must have authorization stickers. Management of the parking spaces is exercised by the Corporation through the manager and all issues concerning spaces and stickers should be referred to the manager.

Note: The height clearance limit for the garage is 1.8 meters (6 feet).

#### **6.1.2 Residents' vehicle parking**

All residents are required to register any vehicle which will be using a space in the garage with the superintendent. An authorization sticker shall be issued for each vehicle using a space. The sticker shall be applied to the vehicle so as to be easily seen from the traveled portion of the driveway. Stickers are not transferable between residents or vehicles. A new vehicle must be registered and receive a new sticker.

- a) In addition to automobiles, vehicles shall be deemed to mean light boats on trailers, utility trailers, light trucks, motorcycles, collapsible campers and other like wheeled transport which may safely enter the garage within the height restrictions which apply. A bicycle may occupy a parking space, not accompanied by an automobile. It must still be registered and have a sticker.
- b) Only one vehicle is allowed in a parking space. The vehicle may not exceed;
- A width which does not exceed the demarcation lines for each space **nor** impede the ability to adequately open doors in adjacent spaces.
  - A length which does not protrude into any traveled portion of the driveway.

Vehicles should be parked in the centre of the parking spot to allow residents in adjacent spots easy access to their vehicle.

- c) Residents may keep in their parking space, in addition to a vehicle, one folded collapsible grocery cart. Nothing else is to be kept in any parking space. The designated user of the space is required to keep the space clean and free of anything likely to cause a nuisance, hazard or fire liability.
- d) Oil and chemical leaks of any kind originating from a vehicle shall be cleaned promptly by the owner assigned the space in question. If not promptly cleaned, it will be cleaned by the Corporation at the owner's expense. Vehicles which leak fluids must be repaired or removed from the condominium property until repaired. Fluid leaks are not only hazardous but cause damage to the floor membrane.
- e) A vehicle may only be parked in the space to which it is registered.
- f) Vehicles parked in the garage must be licensed and mechanically maintained in a condition capable of being moved upon request, without the need for special equipment, should it be necessary. Derelict vehicles may be subject to towing from the property at the owner's expense.
- g) From time to time, it is necessary to clear all or part of the garage for cleaning or maintenance. When requested by management, any and all vehicles must be removed from the garage for the time frame specified by management. Alternate accommodation is the owner's responsibility.

- h) An area is provided near the ambulatory entrance and marked as a Loading Area. Vehicles may park in this zone for a maximum of 15 minutes for the purpose of loading or unloading persons or material. When parked in this location care shall be taken not to block the driving lane.
- i) A parking space is provided adjacent to the tennis court for the purpose of loading or unloading persons or material. Vehicles may park in this spot for a maximum of 15 minutes.
- j) Vehicles may stop in the vicinity of the ambulatory entrance for the purpose of unloading persons or material however, the driver must not leave the vehicle unattended and the vehicle must be moved as soon as off-loading is completed. Care must be taken to ensure that the parking spaces in this area are not blocked while you are stopped.
- k) **Residents are not permitted to park outside in the visitors' parking areas.** Residents' cars violating this rule will be subject to Parking Authority fines or towing. The superintendent is responsible for ensuring that this rule is adhered to.
- l) Residents who find a vehicle in their allocated parking space shall report the matter to the superintendent during normal working hours for resolution. If the incident occurs outside normal business hours, the resident is permitted to park in the visitors' parking area and report the matter to the superintendent on the morning of the next working day.

## 6.2 PARKING SPACE RENTAL

Residents may rent their parking space, but only to another resident of Park Place or to a person employed in Park Place. Advertisements to rent parking spaces are permitted on the bulletin boards.

While the details of any rental agreement are strictly between the parties involved, the owner of the space is required to advise the Board in writing of any lease agreement or termination of agreement including name of lessee. Parties involved in a lease agreement must advise the superintendent and ensure the proper registration and sticker is obtained.

## 6.3 REPAIR AND SERVICING

For fire, security and cleanliness reasons the garage shall not be used to wash, service, or repair any vehicle, except minor repairs such as changing tires or to start a stalled vehicle.

## 6.4 GARAGE TRAFFIC REGULATIONS

The speed limit in the garage is 15 km/h. This must be strictly observed due to the possibility of encountering pedestrians, bicycle riders and children unexpectedly and to preserve the garage floor membrane.

A vehicle not equipped with day time running lights, must have their headlights on while operating in the garage to ensure it is visible on ramps and in corners.

In the interests of safety and courtesy it is prudent to allow the car that is in the corner area to have the right of way so that it may complete the turn.

## 6.5 FIRE LANES AND OUTSIDE LOADING AND UNLOADING AREAS

Any vehicle parked in 'signed fire lane areas' is subject to ticketing and/or towing without notice, at the owners risk and expense. (Ticketing of vehicles in fire lanes is usually done by City of Ottawa by-law enforcement personnel, who are not obliged to inform our building staff of their actions).

- a) Vehicles belonging to trades people and commercial vehicles loading or unloading furniture or other materials are permitted to park at the moving room door at the rear of the building for the required period only. They must then be moved to adjacent parking.
- b) Commercial service vans which do not have bulky loads to deliver may park in the visitors' parking area for short periods.

## **6.6 GARAGE DOORS**

The garage door may be opened either by using the standard all access fob issued to residents, or by the use of a garage door opener available from the superintendent for a fee.

Residents entering or leaving the garage must wait until the garage door is fully open before proceeding. Vehicles following another vehicle through the door do so at their own risk.

**Note:** Attempting to follow through may result in damage to your vehicle or the door at your expense.

## **6.7 VISITOR PARKING**

- a) Vehicles must park only in the spaces marked for parking.
- b) Vehicles shall not occupy more than one parking space nor project out into the drive lanes.
- c) Visitors' recreational vehicles or motor homes may be parked in the visitors' parking area, subject to the restrictions below. Such vehicles shall not be lived in while on Park Place property.
- e) No visitor vehicle shall be parked overnight (2 a.m. to 6 a.m.) without a means of identifying where the owner can be contacted. All overnight guests should leave a note on the dashboard, where it can be easily read, indicating the unit they are visiting. Persons using the visitor parking for several days must obtain a registration slip showing the visit period and contact information, from the superintendent.
- f) Visitors' handicap parking is available in the rear parking area.
- g) Vehicles found in violation of the Visitors Parking Rules will be subject to ticketing and or towing, without notice, at the owner's risk and expense. A warning will normally be issued before ticketing or towing action is taken.

A bike rack for visitors is located in the first parking spot on the east side during the cycling season.

## 7 GENERAL INFORMATION

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### 7.1 SALE OF UNITS

#### 7.1.1 Change of occupancy

Owners who sell their unit must advise the superintendent-on-duty of the sale and complete the change of occupancy form which the superintendent will provide. Notice is to be given within ten days of the owner's acceptance of the Offer to Purchase.

**Note:** The Corporation is required to provide a Status Certificate upon request for any unit. It is in the owner's best interest to ensure that the unit is in compliance with the Act, the Declaration and By-laws, prior to undertaking the sale of their unit.

### 7.2 MODIFICATIONS TO UNITS

#### 7.2.1 Overview

Any modification to a common element or exclusive use common element by an owner is covered by the Act, the Declaration, and By-law 21.

Generally, the Declaration defines common elements associated with the unit such as the balcony, windows and entrance door as well as all electrical wires, water pipes, waste water drain systems, structural support walls, as well as control devices such as circuit breakers and thermostats. At least part of the reasoning for this is to ensure the any work on these systems or devices are performed by a **properly accredited trades person**, as required by the laws of Ontario and in a manner which meets the standards and conditions of the corporation as outlined in By-law 21.

The Act and the Declaration state that **no change can be made to a common element without Board approval**. By-law 21 provides the mechanism for obtaining Board approval and the signed agreement required for any work on the above, assigning costs, obligations, liability and responsibility for the modifications to the owner. **It is important to read By-law 21 before beginning any upgrades.**

If modifications have been performed to any common and exclusive use common element and the required By-law 21 or a section 98 agreement was not obtained the owner is obligated to ensure the required agreement is obtained. In this situation, the Board will work with the owner to achieve an approved By-law 21 agreement. Failure to reach an agreement may require conditions to be restored to their original state at the owner's expense.

This in no way limits the owner from making non-structural modifications within the unit. Owners may modify their floor and wall covering , bathrooms, kitchens and non-load bearing walls, as well as interior doors, as long as the work does not involve work on or modifications to pipes or wiring.

The HVAC in each unit is the responsibility of the owner. Direct replacement is at the discretion of the owner, however modified AC systems almost always require changes requiring By-law 21 agreements.

The Declaration, Article III, Item 2 outlines the exclusive use common elements associated with each unit. The Declaration Schedule 'C' defines the boundaries of the unit, particularly those components within the boundaries of the unit considered to be common elements (not part of the unit).

If there is any concern, the owner should contact the manager to determine whether or not an agreement is required.

#### 7.2.2 Permitted modifications

As per By-law 21 Article VII, owners may make any one or more of the following modifications to the common elements, subject to the terms and conditions in Article VIII of the by-law:

1. Modifications to common elements (plumbing, electrical wiring or other services) made in connection with the removal, alteration or relocation of any non-structural walls within the unit boundaries and any other changes to any pipes, wires, ducts, flues, etc. which may be hidden (i.e., within walls, floors or ceilings).

2. Modifications to common elements (plumbing, electrical wiring or other services) made in connection with kitchen or bathroom renovations.
3. Modifications to common elements (plumbing, electrical wiring or other services) made in connection with the installation of dishwashers.
4. Modifications to common elements (plumbing, electrical wiring or other services) made in connection with the installation of refrigerators.
5. Installing, removing or relocating of outlets or electrical fixtures.
6. Replacement of electrical panel components.
7. Balcony covering of any kind which will be affixed to floors, walls or ceilings of balconies, including but not exclusive to raised decks, tiles, or hanging devices.  
**Note:** Mirrors, tapestries, paintings or murals are not permitted.
8. Installation of electrical or mechanical devices on balconies, including but not exclusive to GFI plugs or air conditioning components, and anchor devices.
9. Installation of knockers, bells and/or locks on entry doors, other than as provided by the Corporation.
10. Modifications to assigned locker spaces and assigned parking spaces.

Plastic connecting hoses **must not** be used when modifying plumbing associated with the kitchen or bathroom renovations as they are not designed to withstand the water pressure sometimes experienced in the building. Metal clad flex hoses, or copper pipe with soldered connections, must be used to connect fixtures.

Subject to written proof and/or evidence of grandfathering, water-cooled air conditioners, clothes washers and clothes dryers are **not** permitted.

### **7.2.3 Schedule 1 acknowledgment**

An owner wishing to obtain an approval for a modification to the common elements should complete and sign a Schedule 1 Acknowledgment, and submit it to the board for approval.

Note: When filling out the Schedule 1 Acknowledgment, the above numbers should be used where requested to identify the modifications being performed.

## **7.3 COMMON EXPENSES**

### **7.3.1 Fiscal year**

The fiscal year for the Corporation is 1 January to 31 December. A budget is prepared by the Board of Directors and provided to the owners at an information meeting usually held in November or early December. Based on the budget, the owners are advised in writing what their unit assessment (condominium fees) is for the coming year. Audited financial statements are provided to all owners at the Annual General Meeting in May or June.

### **7.3.2 Condominium fees**

Condominium fees may be paid either when due; by means of post-dated cheques; or by means of Electronic Funds Transfer (EFT). The method of payment must be arranged with the manager before January 1 each year or prior to moving in.

If paying by post-dated cheque, the owner must deliver twelve (12) such cheques to the office no later than January first of each year. If paying by ETF, a blank cheque, marked VOID must be provided to the manager in order to authorize automatic payments.

### **7.3.3 Special assessments**

From time to time the Corporation must charge a Special Assessment levy on owners due to expenses over and above those accounted for in the budget. In these instances, the owners will be advised in writing of

the levy and the assessment is calculated based on the same formula used to determine condominium fees. Payment processes will be determined by the Board based on the circumstances of each occurrence.

## **7.4 COLLECTION OF MONEYS OWED**

From time to time, situations arise which require the Board to take action to recover money that is owed to the Corporation. This may be because of failure to pay administrative fees charged for various reasons, NSF cheques or other failures in the remittance of condo or special assessment fees or failure to collect other monies which are owed. The Corporation has a policy for the collection of monies owed, which is intended to be fair, effective and equal in application.

Regardless of the reason for the failure to pay, the manager will advise the Board and proceed as follows.

- a) The unit owner/resident will be advised in writing by the Manager that a failure has occurred in remitting money owed.
- b) If the problem is not resolved within 30 days, a second letter will be sent by the manager and an administrative fee will be levied against the unit owner.
- c) If the problem is still not resolved after an additional 30 days, a letter will be sent by the Corporation's lawyer to the owner. The cost of this letter will be added to the costs (item b) charged to the unit. An additional administration fee will be levied against the unit owner.
- d) Should the violation still not be corrected, and a resolution not achieved within a further 30 days, the Board will instruct the lawyer to place a lien against the unit, with all costs charged to the unit owner. This lien will cover all costs levied to the point of resolution and could, if taken to its ultimate conclusion, result in sale of the unit.

## **7.5 ACCESS TO THE BUILDING**

The building can be accessed from six locations.

The visitors' door at the front right entrance allows access using the telephone entry system.

The other five entrances are for residents only and are accessed using the access fob. They are the front left entrance, the mail room rear entrance, the garage ambulatory entrance, the north-east garage 'dog' door, and the pool patio door.

The stairwell exit doors in the building and in the garage (except the north-east 'dog' door to the parkway) are emergency exits only, and are not to be used for normal exiting of the building.

## **7.6 ACCESS FOBS**

Access fobs are serial numbered and are controlled by the superintendent. A **refundable fee** is charged for access fobs.

### **7.6.1 Full access fobs**

In addition to the building entrances listed above, the full access fobs allow access to the vehicle garage entrance, the gate to the walk on the east side of the garage, the tennis court, the swimming pool change rooms, the billiard room, and the exercise rooms.

One full access fob will be provided to each resident 13 years of age or older.

### **7.6.2 Limited access fobs**

Residents between six and thirteen years of age will be provided with a limited access fob that opens the front and mail room doors only. Residents less than six years of age will not be issued a fob. They are not permitted in the common elements unless accompanied by a parent or guardian 18 or older.

Extra limited access fobs may be issued to residents on application to the superintendent. These fobs provide access to the front and mail room entrance doors only.

**Caregiver fobs:** Residents who have care givers may apply for a limited access fob with added access to the garage and the ambulatory doors. The application must be in writing and indicate a clear justification for the requirement for access through the garage.

**Real estate fobs:** Real estate sales persons must obtain their limited access fobs from the owner of the unit for sale. Unit owners are responsible and liable for actions which occur in the building, and these actions can be tracked to a fob issued to that unit.

Non-resident owners are entitled to be issued limited access fobs only. Tenants must obtain their fobs from the superintendent.

### **Lost or stolen fobs**

Fobs found to be missing should be reported immediately so they may be deactivated for security reasons. Stolen or lost fobs will be replaced as quickly as possible. A fee will be levied for each fob replaced, regardless of the reason for the loss. The fee will be refunded if the fob is found and returned to the superintendent.

### **Sale of fobs**

**The selling of fobs is prohibited.** Owners selling their units must return their access fobs to the superintendent.

## **7.7 ACCESS TO UNITS: LOCKS AND KEYS**

The Condominium Act (section 19) provides that ‘on giving reasonable notice, the corporation or a person authorized by the corporation may enter a unit or a part of the common elements of which an owner has exclusive use at any reasonable time to perform the objects and duties of the corporation or to exercise the powers of the corporation.’ The corporation will normally provide written notice in advance however, **in an emergency**, Section XII paragraph 1 of the Declaration authorizes an agent of the corporation to enter any unit at any time and without notice.

Owners are obligated to provide the superintendent with a duplicate set of keys for any locks on their entrance doors. The owner may change the locks if desired, but must provide the superintendent with duplicate keys for the new locks. Failure to do so may result in the door being forced open at the owner’s expense, should access be required in an emergency. (Section IV paragraph 1(g) of the Declaration).

Unless an emergency condition exists, the corporation will always seek permission to enter the unit. Where it is not possible to obtain such permission beforehand, building staff will leave a note explaining when and why the unit was entered. **Note: The superintendent will not undertake regular checks of units under any circumstances.**

## **7.8 ACCESS TO STORAGE ROOMS**

Storage locker space is assigned to units as per By-laws. Keys to storage locker rooms are issued to residents and controlled by the superintendent-on-duty. Residents supply their own padlocks for the door(s) of the locker(s).

## **7.9 WATER DAMAGE**

### **7.9.1 Water alarms**

Water alarms are mandatory in every unit according to By-law 20. The recommended alarms can be purchased from the property manager. Any other alarm must meet the criterion of sufficient volume to be heard outside of the unit. Residents are responsible for changing the batteries as necessary.

### **7.9.2 Shut-off valves**

Each unit has shut-off valves to shut off hot and cold water to each bathroom and the kitchen. Residents should be aware of the location of the shut-off valves; how to access them and operate them. In an emergency this knowledge could assist in limiting water damage.

### **7.9.3 Prevention of injury**

Residents who have installed hand-held, 'telephone' type shower heads must ensure that the shower head, when not in use, **is shut off at the taps and not at the shower head.**

Leaving the taps open, with the shower head closed, creates an open channel between the hot and cold water systems of the building. Since the hot water system operates at a higher pressure than the cold system, the existence of such a channel, in some circumstances can drastically affect the water temperature at other faucets, both in the unit concerned and other units, creating a possible dangerous condition.

**Users should always open the cold water faucet first and use the hot water faucet to adjust temperature.**

## **7.10 SECURITY AND FIRE SAFETY**

### **7.10.1 Fire and emergency response manual**

The Corporation has a Fire and Emergency Response Manual. All residents should read and be familiar with the recommendations in the manual. Copies are distributed to all units, and are available from the office.

### **7.10.2 Right of entry**

In an emergency the superintendent and or a Board member can enter any unit to determine the nature of the emergency or damage.

### **7.10.3 Defibrillator**

A defibrillator is installed in the mail room to assist in heart related emergencies until paramedics arrive. This unit is self-explanatory and is registered with the City of Ottawa 911 Service.

### **7.10.4 Assistance to physically impaired residents**

A resident who is physically impaired might find it difficult to leave the building quickly in case of a fire or other emergency. The superintendent maintains a list of residents with impairments and their nature to assist the Fire Department in identifying those individuals. It is the responsibility of the individual to ensure the necessary information is on this list. In an emergency, the decision as to which persons (if any) are to be evacuated from the building rests with the Fire Department.

### **7.10.5 Emergency contact**

All residents, particularly those living alone, should provide the manager with the contact information of one or more persons to be contacted in case of an emergency.

### **7.10.6 Smoke detectors, fire protection, and door closers**

Residents are required by provincial law to obtain and maintain smoke detectors according to provincial regulations.

Resident are encouraged to have available a reliable chemical fire extinguisher (home use type, rated for A.B. and C class fires).

Flashlights should also be available in each unit for use as necessary in evacuation.

Owners of units are required by provincial law to obtain and maintain an automatic door closer which closes the unit door and latches it.

### **7.10.7 Unoccupied units**

Residents who anticipate that their units will be unoccupied for extended periods should advise the superintendent and identify someone who can be contacted quickly in the event of an emergency or other circumstances involving the unit. Staff members are not allowed to check units of absent residents as part of their regular duties.

Residents leaving for extended periods are requested to lower the temperatures to a reasonable level and turn off the water at the shut-off valves. Residents must ensure that in cold weather there is enough heat in the unit to prevent damage to water pipes and fittings.

Residents are reminded that most insurance policies contain a requirement for the unit to be regularly inspected when unoccupied.

## **7.11 ELEVATOR EMERGENCIES**

A resident who is trapped in an elevator should follow the instructions posted in the elevator cab as follows:

### **If Caught in the Elevator**

- a) Depress and hold the button on the call box beside the elevator floor selection panel.

*This will connect you to a 24-hour answering service, who will call the elevator service company to release you from the elevator. The technician's response time may be from 30 to 60 minutes.*

Should the answering service not respond **or** there is an emergency condition in the elevator the superintendent-on-duty can be raised:

- b) Depress and hold the bell shaped button on the bottom left of the elevator floor selection panel.

*This will sound a horn in the lobby to get the superintendent-on-duty. He will respond, but in most cases it will still be necessary to wait for the technician from the elevator company.*

**Never attempt to open the elevator door to leave the cab; to do so is very dangerous.**

## **7.12 TELEPHONE ENTRY SYSTEM**

Visitors can be allowed entry via the visitors' front door entrance as follows:

- a) If the visitor knows your entry code number, they should enter the three digit code and press the call key. Your phone number will be dialed.

**or**

- b) If the visitor does not know the code for your unit, they should scroll through the list of unit resident names which appears on the screen on the front panel of the machine. Scrolling to the desired name using the key pad is as follows;

Press \* to move up a page

Press # to move down a page

Press the up or down arrow to highlight the resident's name on a page

With the name highlighted, press the key with the green phone symbol

The phone number of the unit highlighted will be dialed.

Your phone will ring its normal ring tone and those residents that have caller ID will see the name Park Place appear on their screens.

Answer the phone to talk to the visitor, and allow entry by pressing the number six on your phone dial pad for a few seconds before hanging up.

If you do not want to allow entry, simply hang up and the entry system will time out and reset.

If a visitor calls while you are on the phone you will receive a call waiting signal. Put the current caller on hold as per your phone instructions. You will be connected to your visitor and can allow entry as above. When you hang up you will be reconnected to the original call.

If you do not wish to admit the visitor, wait for 5 to 10 seconds. This will disconnect the entry system and return you to the original call.

## 8 APPENDICES

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### 8.1 DECLARATION AND BY-LAWS

#### Declaration

Declaration pursuant to the Condominium Act - R. S. O. 1978 - Chapter 84 filed 20 Jul 1979  
by Robert A. Lalonde, Declarant.

By-law	Description	Date
No. 1	Initial By-Law covers the management and administration of the common elements and the assets of C.C.C. No. 169	11 Oct 1979
<del>No. 2</del>	Amends By-Law No. 1 - Sections 2 and 4 - Increases the number of Directors on the on Board from five to seven, and provides for a one-year term of office.	16 May 1984
<del>No. 3</del>	Establishes a 'Parking Register' and a 'Locker Register' indicating spaces by number allocated to each unit; sets out the conditions for reallocation; limits 'reallocation' of spaces to an 'exchange' between units. Schedule 'A' - Parking Register Schedule 'B' - Locker Register - Schedule 'C' - Sample Agreement.	19 Jul 1985
<del>No. 4</del>	Describes the acceptable flooring in units (wall to wall broadloom except for entrance, kitchen, and bathroom) and accepts uncarpeted floors where such floors were uncarpeted as of the passage of this by-law.	19 Jul 1985
<del>No. 5</del>	Amends By-Law No. 2 - Deletes Section 1 - Decreases the number of directors from seven to five.	25 Jun 1987
<del>No. 6</del>	Amends By-Law No. 3 and amends Schedule B to add 10 additional locker spaces allocated to certain units.	25 Jun 1987
<del>No. 7</del>	Revokes By-Law No. 3 and By-Law No. 6 - Establishes new 'Parking Register'(Schedule A) and new 'Locker Register' (Schedule B) - Conditions for reallocation of parking spaces and locker spaces remain the same as does Schedule C Agreement.	19 Dec 1989
No. 8	Amends By-Law No. 1 by repealing Article VI (3) thereof. Redefines Qualification of Directors - All Directors must be an owner, the spouse of an owner, or officer of a Corporate Owner of a Unit.	26 Oct 1992
No. 9	Creates the Office of the Chair of Elections.	8 Dec 1992
No. 10	Repeals By-Law No. 1, By-Law No. 2 and By-Law No. 5, Article VI, Paragraph 2, increases the number of Directors from five (5) to seven (7) and confirms the one-year term of office.	8 Dec 1992
No. 11	Repeals By-Law No. 4 (types of acceptable flooring) in its entirety (effect is to permit installation of hard surface flooring).	18 Jan 2006
<del>No. 12</del>	Sets out the types of common element modifications owners are permitted to make subject to certain terms and conditions. Terms and conditions apply to modifications made after May 5, 2001, and prior to the enactment of this by-law.	3 Dec 2008
<del>No. 13</del>	Ratifies the employment of a Property Manager (PPM Group).	3 Dec 2008
No. 14	Insurance Deductibles - Extends the circumstances under which a deductible loss shall be added to the common expenses payable for an owner's unit.	21 Sep 2009
No. 15	Defines the Standard Unit in C.C.C. No. 169.	4 Oct 2010
<del>No. 16</del>	Ratifies the employment of a Property Manager (Glenn Property Management).	4 Oct 2010
<del>No. 17</del>	Amends By-Law No. 12 - Modifications to Common Elements by Owner - Redefines permitted modifications; contains documentation for Board approval; extends requirement for approval retroactive to the incorporation of C.C.C. 169.	16 Nov 2010

No. 18	Parking Space Allocation and Re-Allocation - Contains Allocation Schedule. Repeals By-Law No. 7.	18 Oct 2011
No. 19	Unit Maintenance - Water Alarms - Makes the Purchase, Installation and Maintenance of Water Alarms Mandatory	19 Jan 2015
No. 20	Ratifies the employment of a Property Manager (Apollo Management).	20 Apr 2016
No. 21	Modifications to Common Elements by Owners - Repeals By-Laws No. 12 and No. 17, and clarifies the requirements regarding the modifications to common elements by owners	31 May 2016
Notes:	The dates shown are when the declaration and by-laws were registered in the land titles office.	
	By-law numbers with <del>strike-through</del> were repealed by later by-laws.	

*Note:*

*This final version of the November 2016 Park Place Residents Handbook is stored on the board room computer as a Microsoft Word document – ‘Park Place Residents Handbook – Final (RH) – 17 Nov 16.docx’ and also as a PDF file.*

CARLETON CONDOMINIUM CORPORATION NO. 169  
("the Corporation")

**CONDOMINIUM RULE respecting SMOKING AND CANNABIS**

**Introduction**

The following Rule respecting the use of the common elements and units is made to promote the safety, security and welfare of the Owners and of the property and/or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. The Corporation may pass additional Rules or amend or delete existing Rules from time to time in accordance with the *Condominium Act, 1998*.

**Amendment to Previous Rule**

Rule 3.11, the Corporation's existing Rule, is hereby repealed and replaced with this Rule respecting Smoking and Cannabis.

**Definitions**

Any words and phrases which are defined in the *Condominium Act, 1998* (as amended from time to time), or the Regulations thereunder or any successor thereto, ("the Act") shall have ascribed to them the meanings set out in the Act.

**Recitals respecting Smoking**

WHEREAS:

- (a) Second-hand smoke is known to drift through walls, openings in walls and through ventilation systems, and to contaminate air in common areas and individual units. It is not reasonably possible to completely prevent this migration of smoke.
- (b) Second-hand smoke is known to be harmful to human health and/or to cause disturbance to many people. Furthermore, smoke is known to linger in contents and fixtures for significant periods of time.

Condominium corporations have a duty to take reasonable steps to address risks of second-hand smoke.

The Board has concluded that prohibiting smoking, as set out in these Rules, is a reasonable way to protect residents (and their guests) from being exposed to second-hand smoke on the property; and also to protect contents and fixtures from absorbing odours from second-hand smoke.

**Effective Date of this Rule**

The effective date of this Rule is **June 8, 2018.**

## **General**

Any losses, costs or damages incurred by the Corporation by reason of a breach of Rules by any Owner, his or her family, guests, servants, agents, tenants or occupants of his or her unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses in accordance with Article X of the Declaration. Without limiting the generality of the foregoing, such losses, costs or damages shall include, but shall not necessarily be limited to the following:

All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, the Act, Declaration, By-laws or Rules;

An administration fee in the amount of \$75.00\*, to be payable to the Corporation for any violation that continues after initial notice has been sent, and further administration fees of \$75.00\* per month, for each month during which the violation continues or is repeated.

[\*NOTE: This administration fee represents actual costs reasonably estimated to be incurred by the Corporation as a result of a violation of the Act, Declaration, By-laws or Rules; and may be reasonably increased, from time to time, by Board resolution.]

No restriction, condition, obligation or provision contained in any Rule or Rules of the Corporation shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more Rules shall not impair or affect in any manner the validity, enforceability, or effect of the remaining part of that Rule (if appropriate) or of the Rules, and in such event, the other part of the Rule (if appropriate) or the other Rules shall continue in full force and effect as if such invalid Rule or part of a Rule had never been included herein.

## **Additional Definitions**

### Cannabis

Cannabis under Ontario law includes any plant belonging to the genus *Cannabis* as well as any of the preparations (such as marijuana or hashish) derived from a cannabis plant, or any other substance containing chemicals (such as THC - *Tetrahydrocannabinol*) that are derived from a cannabis plant.

### Smoking

Smoking includes the inhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, cannabis, shisha, incense or other smoke-producing substance, or any other similar heated or lit product, and includes vaping with electronic cigarettes or any other activities that create smoke.

## **No Smoking on Common Elements**

Smoking is not permitted in, on, or around any part of the common elements, including all exclusive-use common elements, except for those units whose residents have been grandfathered in accordance with the following terms and conditions.

## **No Smoking in Units**

Smoking is not permitted in any unit, except for those units whose residents have been grandfathered in accordance with the following terms and conditions.

### **GRANDFATHERING**

- A. Subject to Paragraphs B through E, the prohibition with respect to smoking set out in this Rule does not apply to any resident who is a smoker and was residing in one of the units on the effective date of this Rule.
- B. For the within grandfathering to apply, the resident must register with the Corporation on or before August 5, 2018. To register with the Corporation, the resident must provide the Corporation with the following information:
  - a) Full Name;
  - b) Proof, satisfactory to the corporation, that the resident was residing in a unit on the effective date of these Rules;
  - c) Confirmation of Age of Majority (where required); and
  - d) The unit Number.
- C. All guests or visitors of Registered Residents (residents who have registered with the Corporation in accordance with paragraph B above) shall also be exempt from the smoking prohibition described in this Rule.

A grandfathered resident is permitted to smoke in their unit and on outside area(s) of the common elements over which they have **exclusive use**. This includes exclusive-use balconies, roof areas or roof decks.

Although smoking is permitted on areas over which a grandfathered resident has exclusive-use, tossing cigarettes, lit or as butts, is prohibited. Care must be taken in allowing contractors to use the balcony. They must be instructed to not toss their butts off the balcony and must be provided with a disposal container.

The grandfathering only applies to the smoking of tobacco products. Smoking of cannabis is not permitted at any time unless a specific medical exemption is granted by the Board of Directors, as reviewed further below.

- D. Grandfathered residents must take reasonable steps to ensure that the smoke does not migrate to the common elements or to other units (which

could cause nuisance, disturbance or harm to other residents of the building, or their guests). Without limiting the generality of the foregoing, the smoker must ensure that:

- a) all exterior doors are closed when smoking takes place inside the unit;
- b) the unit's exhaust fans are turned on, while anyone is smoking in the unit; and
- c) appropriate air filtering and/or purifying is installed to prevent second-hand smoke from entering neighbouring units or the common elements.

E. Grandfathered residents are responsible for all costs incurred by the corporation to prevent migration of smoke or odours from the resident's unit to other units or the common elements.

The grandfathering shall continue only until the date on which the grandfathered resident ceases to reside in the unit.

Thereafter, the said Rule will apply fully to all occupants of the unit, and their guests.

## **Cannabis**

### CANNABIS GROWING

No one is permitted to grow cannabis anywhere on the property (whether on the common elements or in any of the units), except as permitted by this Rule.

If required by law, the Board may give written permission for a resident (meaning a specific resident who is permitted – not their guests or other occupants of the unit) to grow cannabis in the unit, after receiving proof, reasonably satisfactory to the Board, that (for Human Rights reasons) the resident needs to be able to grow cannabis in the unit in order to reside in the unit. If permission is granted, it will be subject to the conditions outlined by the Board.

### CANNABIS SMOKING

The resident must in any event comply with this rule respecting smoking on the property (including smoking in the units). However, the Board may give written permission for a resident (meaning a specific resident who is permitted – not their guests or other occupants of the unit) to smoke cannabis in the unit and on outside area(s) of the common elements over which they have **exclusive use** (this includes exclusive-use balconies, roof areas or roof decks), after receiving proof, reasonably satisfactory to the Board, that (for Human Rights reasons) the resident needs to be able to smoke cannabis in the unit in order to reside in the unit. [For this purpose, the resident may be asked to provide written evidence from a physician or other health care professional, sufficient to explain the medical need, including why it is necessary for the resident to smoke the cannabis in the unit

(rather than somewhere else); and also sufficient to explain why the cannabis must be smoked (rather than ingesting it or receiving it by some other means).]

If permitted to smoke cannabis in a unit and outside area(s) of the common elements over which they have **exclusive use** (as noted above), the smoker must take reasonable steps to ensure that the smoke does not migrate to the common elements or to other units (which could cause nuisance, disturbance or harm to other residents of the building, or their guests). Without limiting the generality of the foregoing, the smoker must ensure that:

- a) all windows and exterior doors are closed when smoking takes place inside the unit;
- b) the unit's exhaust fans are turned on, while anyone is smoking in the unit; AND
- c) appropriate air filtering and/or purifying is installed to prevent second-hand smoke from entering neighboring units or the common elements.

Cannabis smokers are responsible for all costs incurred by the corporation to prevent migration of smoke or odours from the resident's unit to other units or the common elements.

### General

If the resident is not in compliance with any of the provisions of this Rule, or if the Board, acting reasonably, determines that the cannabis smoking is a nuisance or a disturbance or a source of harm, the smoker will, upon written request from the Corporation, immediately stop smoking in the unit.

If the resident is not in compliance with any of provisions of this Rule, or if the Board, acting reasonably, determines that the growing of cannabis in the unit is a nuisance or a disturbance or a source of harm, the grower will, upon written request from the Corporation, immediately stop growing cannabis in the unit and will immediately remove all cannabis plants from the unit.

Any permission to grow and/or smoke cannabis (as described above) ceases as soon as the need to do so (as also described above) comes to an end.

### **Previous Rules**

Where any provision in this Rule is inconsistent with the provisions of any previous Rule, the provisions of this Rule shall prevail, and the previous Rule shall be deemed to be amended accordingly.

# **Fees and Deposits**

## **Party Room<sup>1</sup>**

Rental	\$50	
Deposits		
Damage deposit	\$200	refundable
Cleaning deposit	\$50	refundable

## **Elevator for Moves<sup>2</sup>**

Rental	Free	(20 minutes or less)
	\$75	(up to four hours)
Damage deposit	\$150	refundable

**Garage Door Remote**      \$50

**Laundry Card**              \$10

*The Park Place Board*

*11<sup>th</sup> of February 2021*

***See Rule:***

***1 - 5.2.2 Party Room***

***2 - 3.2 Moves***