

CARLETON CONDOMINIUM CORPORATION NO. 67

CONDOMINIUM RULES

Introduction

The following Rules respecting the use of the common elements, the exclusive use common elements and units are made to promote the safety, security and welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. **All previous Rules are hereby repealed.**

The Rules of the Corporation are binding on each unit owner and his or her family, visitors, servants, agents or occupants of the unit.

The Corporation may pass additional Rules or amend or delete existing Rules from time to time in accordance with the *Condominium Act, 1998*.

Definitions

Owner: Shall include owners, their families, visitors, agents, tenants and occupants of the unit.

Common Elements: All of the property except the units.

Exclusive Use

Common Elements: Portions of the common elements which are designated, by the Declaration, to be used by the owners of specific units and not by all owners.

Any other 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.

1. General

1.1 Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time 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. Without limiting the generality of the foregoing, such losses, costs or damages shall include, but shall not necessarily be limited to, the following:

- (a) All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, these Rules;
 - (b) An administration fee in the amount of \$50.00, to be payable to the Corporation for any breach of these Rules that continues after initial notice has been served.
- 1.2 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.
- 1.3 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 other Rules shall continue in full force and effect as if such invalid Rule or part of a Rule had never been included herein.

2. General Prohibitions

- 2.1 No owner shall do anything or permit anything to be done that is contrary to any Provincial or Federal Statute (including Canada's Criminal Code), or Municipal By-law or any Rules, Regulations or Ordinances passed under any Statute or Municipal By-law.
- 2.2 No owner shall do or permit anything to be done in his or her unit or bring or keep anything therein which in any way will:
- (a) increase the risk of fire or the rate of fire insurance on the building, or on property kept herein;
 - (b) obstruct or interfere with the rights of other owners, or in any way injure or annoy them;
 - (c) conflict with the laws relating to fire or with the Regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner;
 - (d) conflict with any Rules or ordinances of the Board of Health or with any statute or municipal by-law.

3. Air Conditioners (Water-cooled)

- 3.1 Water-cooled air conditioners are prohibited.

4. Air Conditioners (Window)

- 4.1 Window air conditioners may be installed. The air conditioner must be properly braced to prevent tipping. The surrounding material must be of such nature as to blend with the exterior finish of the existing window frames of the units. The surrounding material must be the colour that exactly matches the existing window frames of the units. This surrounding material, as well as the air conditioning unit itself, must be kept in good repair, by the owner, at all times. The owner must ensure that the air conditioner does not leak condensation, does not create unreasonable noise, and is not unsightly. Any damage caused to the window sill, the exterior wall or any other portions of the property is the responsibility of the owner. Only clear plexi-glass or glass is permitted to be placed in window openings where an air conditioner is installed.

5. Auctions and Garage Sales

- 5.1 No auction sale or garage sale shall be held on the property without the written consent of the Board.

6. Dryer Ducts

- 6.1 Owners shall regularly (at least annually) clean out the dryer duct.

7. Electrical Circuits

- 7.1 Owners shall not overload existing electrical circuits.

8. Entry Into Units

- 8.1 This Rule is supplementary to the Corporation's right of access set forth in the *Condominium Act, 1998* and the Declaration.

(a) Entry

The Corporation may enter any unit, upon reasonable notice, in order to carry out the objects and duties of the Corporation. Note, however, that in the case of an emergency it may be reasonable for the Corporation to gain immediate access to a unit (i.e., without notice).

(b) Regular Inspections

The Corporation also conducts "regular inspections" as follows:

- i The Corporation conducts scheduled inspections and maintenance at pre-determined intervals each year. These inspections are conducted for the following purposes:
 - (1) Assessment of the condition of components of the common elements or other conditions which may affect the common elements or other units;
 - (2) Visual review of any condition which might violate the provisions of the *Condominium Act, 1998* or the Corporation's Declaration, By-laws and Rules.

(c) Unacceptable Conditions

If, upon entry to a unit, the Corporation discovers any condition which it considers unacceptable for any reason, the Corporation may:

- i Take steps to remedy the condition at the expense of the owner of the unit;
- ii Give notice of the condition to the owner of the unit;
- iii Take such other steps as the Board of Directors deems appropriate.

However, the owner of the unit, including any purchaser of the unit, shall be entirely and exclusively responsible for any such condition whether or not the condition has been detected by the Corporation, whether or not the Corporation has given any notice of the condition to the owner or to the purchaser, and whether or not the Corporation has taken any other steps related to the condition. In other words, no steps taken by the Corporation hereunder shall relieve the owner, including any purchaser of the unit, from full responsibility for the condition of the unit and any modifications made to the unit or the common elements by any owner of the unit, including any prior owner of the unit. It is the duty of every owner to make or arrange all necessary inspections in order to ascertain the condition of the unit and any such modifications to the common elements and then to take any appropriate corrective action.

9. Exclusive Use Areas

9.1 Owners shall keep their exclusive use areas clean and tidy.

9.2 Subject to any municipal by-law or other applicable regulations, owners can barbecue only in their exclusive yard areas.

10. Exterior Decorations

10.1 Exterior electrical and other Christmas decorations must not be installed prior to November 15 and must be removed no later than January 31 (weather permitting).

Electrical decorations shall not be turned on prior to December 1. The Owner must ensure that the electrical decorations are CSA approved and in good working order. The window frames should not be damaged in any way when installing decorations. Any damage caused to the window frames, the exterior wall, soffits, fascia or any other portions of the property is the responsibility of the Owner.

11. Exterior Light Fixtures

- 11.1 Owners are responsible to ensure that the exterior light fixtures (servicing their unit) contain a working light bulb. Owners shall install a clear glass bulb of no more than 60 watts in the front door light fixtures.

12. Fences

- 12.1 Owners shall not attach anything to any of the fences on the property and shall not hang or place any article on any fence without prior written consent of the Board of Directors. Furthermore, owners shall not place any item closer than three inches to any fence. Owners shall not cause any harm or damage to any of the fences.

13. Fireplaces and Chimneys

- 13.1 The Ontario Fire Code requires that chimneys, flues and flue pipes shall be inspected annually and cleaned as often as necessary to keep them from accumulations of combustible deposits. The Board strongly recommends that chimneys be cleaned at least twice annually. In addition, air tight stoves or fireplaces must be checked once every two (2) months during the heating season.

14. Garage Doors

- 14.1 Each unit owner shall ensure that the unit has a garage door in operational condition and that no objects protrude past the door opening, which may obstruct the closing of the door. The garage door must be fully closed at all times except when in active use. The owner shall indemnify and save harmless the corporation for any costs, damages, claims or expenses incurred by the corporation by reason of his or her failure to satisfy the requirements of this Rule. Where a unit is leased, the owner shall bear these responsibilities.

15. Garbage

- 15.1 General
No owner shall place, leave or permit to be placed or left in or upon the common elements including those of which he has the exclusive use, any debris, refuse or garbage, except after 7:00 p.m. the day prior to its collection period. Plastic shopping bags, “kitchen catchers” or cardboard boxes are not permitted for garbage. Such debris, refuse

or garbage shall be packaged or contained securely to avoid loose debris. Where such debris, refuse or garbage consists of packing cartons or crates, the owner shall arrange for pick up thereof and such packing cartons or crates shall not in any event be left outside the unit.

15.2 Special Waste

No hazardous goods, appliances, furniture, packing cartons or crates or other special or unusual waste (for example, car batteries, oil, sofas, refrigerators, etc.) may be disposed of as part of the regular garbage pick-up. Arrangements must be made with the appropriate waste removal company for pick-up of any such special waste.

15.3 Recycling

All recyclable waste must be sorted, effectively secured and disposed of in the appropriate recycling containers.

15.4 Strict Sanitary Conditions

Owners must maintain strict sanitary conditions at all times.

16. Humidity

16.1 Owners shall ensure that the level of humidity in the unit is reasonable. Owners must not allow the humidity levels in the unit to cause condensation, mould or mildew or otherwise to result in harm to the property.

17. Items on Common Elements

17.1 Nothing shall be placed on the outside of window sills, projections, railings or other external parts of the buildings. No awnings, shades, shutters, screens or blinds shall be erected over or outside of any window, door, porch or patio, without prior written consent of the Board of Directors.

17.2 Owners shall keep their front and rear yards clean and tidy. The front and rear yards shall not be used for storage, except for one rectangular storage (deck) box which is permitted within the rear exclusive use common element, provided it is placed level, as close to the building as possible, with the longest dimension of the box horizontal to the ground. The storage box must be plastic or wood; metal boxes are not allowed. Storage volume must not exceed sixteen (16) cubic feet. Color must be brown, grey or green. The storage box must be maintained in good repair.

- 17.3 No hanging or drying of clothes is allowed on the common elements including those parts of the common elements over which the owner has exclusive use, except as noted in Rule 17.4.
- 17.4 Portable umbrella style outdoor clothes hangers are permitted but must be stored when not in use.
- 17.5 No building or structure or fence or tent and no trailer, motor home or camper, either with or without living, sleeping or eating accommodation, shall be placed, erected, located, kept or maintained on the common elements including exclusive use common elements, without the prior written consent of the Board.
- 17.6 Generally, no unit owner shall make any change to the common elements, including exclusive use common elements, without the prior written consent thereto of the Board, and subject to the Act and the Declaration.
- 17.7 No part of the common elements, including exclusive use common elements, shall be used for the erection, placing or maintenance of incinerators, garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, gardens or other vegetation or for the disposal of rubbish, garbage or waste, without the prior written consent of the Board.
- 17.8 Nothing shall be thrown out of windows or doors.
- 17.9 Any item on the common elements, including exclusive use common elements, in contravention of these Rules may be removed by the Board at the risk and expense of the owner of the item.
- 17.10 An owner may install bird feeders on the property. However, only bird feeders which are squirrel-proof are permitted. Furthermore, each bird feeder installation and location must otherwise be acceptable to the Board.(b) If the Board concludes that any bird feeder constitutes a nuisance, the Board may ask that the owner remove the bird feeder from the property, whereupon the owner shall promptly remove the bird feeder from the property.(c) Any bird feeder on the property in contravention of this Rule may be removed by the Board at the risk and expense of the owner of the bird feeder.
- 17.11 An owner may install one compost container, placed level and securely anchored on the ground, in the rear exclusive use common element. One pre-manufactured composter container of black or dark green plastic, fully enclosed on all sides with a securely fitted lid is permitted. Total dimensions must not exceed two square feet, excluding the lid. Composters are to be installed as discreetly as possible so as not to deter from the overall look of the rear yard. If the board concludes that any composter constitutes a nuisance, the Board may require that the owner remove the composter and its contents from the common element, whereupon the owner shall promptly remove the composter.

- 17.12 An owner may install a trellis on the ground floor (or in the case of walk-out units, the back basement level) exterior brick surface of the building, providing the owner has requested and included written specifications and a diagram, and has received prior written permission from the Board of Directors. Only a sturdy trellis made of cedar, rust-proof dark metal or dark green plastic is permitted. Trellises may be painted with the same green as the siding or fence colour; white plastic is not allowed. Fan, arch, and square trellis shapes are permitted. The height of each must not exceed seven (7) feet, nor the width exceed four (4) feet. The openings between the strips of wood, metal or plastic used to construct the trellis must be a minimum of four inches apart. Tighter weave styles are not permitted. Spacers of not less than two (2) inches must be used at all attachment points. Vines must be confined to the trellis, and must not crawl on the brick. Only one trellis is permitted at the front, and one at the back of each unit. Trellises must be maintained in good condition. b) If the Board concludes that any trellis is in any way unacceptable, the Board may require that the owner remove the trellis and vine from the common element, whereupon the owner shall promptly remove the trellis and all vine material including roots, and shall ensure no further vine growth.
- 17.13 Outdoor furniture, benches and barbeques are permitted but must be placed off the grass. These items may be stored in the rear exclusive use common element of the unit during the winter.

18. Landscaping

- 18.1 No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on any part of the common elements, including exclusive use common elements, grass, trees, shrubs, hedges, flowers or flower beds.
- 18.2 No one shall install any landscaping feature on any common or exclusive use common elements without the prior written consent of the Board of Directors

19. Lease of Unit

- 19.1 The common elements, including the various amenities, are available for the use of the residents and their invitees. When an owner leases a unit, the tenant acquires all of the owner's rights to use the common elements, and the landlord gives up these rights.

The landlord then has only the following rights to attend at the property:

- (a) to exercise his or her rights and responsibilities as a landlord;
- (b) to fill the role of visitor, upon invitation of a resident.

20. Loitering

- 20.1 Loitering on the common elements is prohibited.

21. Mops, etc.

21.1 No mops, brooms, dusters, cloths, rugs or bedding shall be shaken or beaten from or placed on any window, door, fence or exclusive common elements.

22. Noise

22.1 No owner shall create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants and persons having business with them.

22.2 No noise, caused by any instrument or other device, or otherwise, which in the opinion of the Board may disturb the comfort of the other owners, is permitted.

22.3 Owners shall exercise extreme care about making noise which may disturb the quiet enjoyment and comfort of other residents. This includes, but is not limited to, the use of musical instruments, radios, televisions and amplifiers. Furthermore, the use of power tools, hammers, drills, saws and related items is restricted to the hours between 9:00 a.m. and 6:00 p.m..

23. Notice to Corporation of Defects, Symptoms or Accidents

23.1 Owners shall give the Corporation prompt written notice of the following:

- (a) any structural, mechanical or other defect affecting the property, including any defect in the water pipes, heating system or electrical systems, etc.;
- (b) any accident occurring on or in relation to the property; and
- (c) any symptom of a possible problem, such as water penetration, water seepage or leakage, cracks, unusual sounds or noises, smoke or odours.

24. Offensive Materials

24.1 No person shall store any flammable, combustible, explosive or offensive goods, provisions or materials on the property.

25. Parking

25.1 No motor vehicle, other than a private passenger automobile, motorcycle, station wagon, or one-half ton pick-up truck, shall be parked on any part of the property (including any part thereof of which any owner may have the exclusive use) and no motor vehicle shall

- be parked or driven on any part of the property other than on a driveway or parking space.
- 25.2 No motor vehicle, tent, boat or trailer, snowmobile, machinery or equipment of any kind shall be left on any part of the property except motor vehicles properly parked in accordance with these rules.
 - 25.3 No substantial repairs including oil and filter changes to motor vehicles may be carried out on the common elements or the exclusive use common elements.
 - 25.4 Designated Parking Spaces are not to be used for storage or any purpose other than parking of motor vehicles. For example, tires, containers, signs or furniture shall not be stored in a designated parking space. Items improperly stored in parking spaces will be removed, tagged and placed into safekeeping for a period of four (4) weeks. If not picked up by the owner, the items will be disposed of. All storage disposal and administrative costs for said items will be the responsibility of the individual owner.
 - 25.5 A protective pad shall be placed beneath the kickstand of all motorcycles when parked in a parking space.
 - 25.6 No vehicle shall be parked at any time in designated fire lanes or other areas designated as “No Parking” zones.
 - 25.7 Only road-worthy, plated and insured motor vehicles shall be kept on the property. Parking spaces are designed for operating vehicles; any cars, trucks or other vehicles deemed to be abandoned or unsightly by the Board are not permitted on the property. Furthermore, all vehicles on the property must be in a proper state of repair and in proper operating condition. Without limiting the generality of the foregoing, vehicles must not leak oil or other fluids.
 - 25.8 Any vehicle which is not in compliance with these rules may be ticketed and/or towed at the risk and expense of the owner of the vehicle.
 - 25.9 No commercial vehicle shall be parked on any part of the common element unless such vehicle is solely used in the process of conducting delivery, pickup or service call activities.
 - 25.10 No recreational vehicle shall be permitted on any driveway unless such vehicle is parked or stored in a garage. However, such a vehicle may be parked or stored for a period of no more than 48 consecutive hours for the purpose of loading, unloading or visiting.
 - 25.11 As required by weather conditions, during the winter season, all vehicles must be moved by the vehicle owners to allow for snow removal operations.

- 25.12 Any vehicle parked on a driveway shall not protrude onto the roadway or any grass area.
- 25.13 Visitor parking may not be used by residents of the property, except with the consent of the Board or Manager.

26. Pets

- 26.1 For the purposes of this Rule, “pet” means an animal which may be kept in a residence under the terms of the applicable by-laws of the municipality.
- 26.2 No animal, livestock or fowl other than a pet shall be kept in any unit or on the common elements. All pets must be licensed, if required by municipal by-law or other statute or regulation.
- 26.3 Only residents of the building shall be permitted to keep pets on the property. Visitors and non-residents shall not be permitted to keep pets on the property.
- 26.4 No pet that is deemed by the Board, in its absolute discretion, to be a nuisance shall be kept by any person in any unit or in any other part of the property. Any person who keeps such a pet on the property, or any part thereof, or who is otherwise determined by the Board to be in violation of these Rules shall, within two (2) weeks of receipt of written notice from the Board requesting the removal of such pet, permanently remove such pet from the property.
- 26.5 No pet shall be allowed outside a unit unless it is in the custody of a responsible resident and carried or on a leash.
- 26.6 All pet droppings on common elements, including exclusive use common elements, are to be promptly removed by the pet owner. The pet owner is responsible for ensuring that the municipal “poop and scoop” by-law is respected.
- 26.7 All pets must be vaccinated in accordance with municipal or provincial laws respecting the same.

27. Sidewalks, etc.

- 27.1 The sidewalks, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or their personal effects or used by them for any purpose other than for ingress and egress to and from their respective units or parking areas.

27.2 Signage

- 27.3 No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements or exclusive use common elements whatsoever without prior written consent of the Board. The usual signs offering a unit for sale, and signs in support of candidates in federal, provincial or municipal elections or by-elections, with dimensions not exceeding two feet by three feet (2' x 3') are permitted on the front lawn of the unit, properly secured; Provided, however, that the owner shall promptly remove any such sign after the election, by-election or sale as the case may be.

28. Smoke Detectors

- 28.1 Each unit owner shall ensure that the unit is in compliance with all requirements of the Fire Code. Without limiting the generality of the foregoing, each owner shall ensure that the unit contains working smoke detector(s)/smoke alarm(s) as required by the Fire Code. The owner shall indemnify and save harmless the corporation for any costs, damages, claims or expenses incurred by the corporation by reason of his or her failure to satisfy the requirements of this rule. Where a unit is leased, the owner and the tenant shall bear these responsibilities jointly.

29. Smoke and Odours

- 29.1 All owners shall ensure that smoke and odours generated in their units, whether through smoking, cooking, or otherwise, are not excessive and are reasonably contained within the unit so that smoke and/or odours do not migrate to the common elements or to other units. If necessary, owners shall acquire and operate air filters or purifiers in their units in order to avoid such migration of smoke and/or odours from their units.

30. Snow Removal

- 30.1 Each unit owner shall keep the driveway forming a part of his exclusive use portion of the common elements leading from his garage to the roadway in front of his unit clear of snow and shall not place snow on the said roadway.
- 30.2 Each unit owner shall be responsible for removal of snow and ice from walkways and steps leading to the unit, and for salting or sanding those walkways and steps if required by weather conditions.

31. Soliciting on the Premises

- 31.1 Commercial soliciting on any part of the common elements is not permitted.

32. Television Antennae

- 32.1 No television antenna, aerial, tower or similar structure (including a satellite dish) and appurtenances thereto shall be erected on or fastened to any unit or on to any portion of the common elements, except by the Corporation in connection with a common television cable system. No cable shall be strung on any part of the common elements, including exclusive use common elements.

33. Temperature

- 33.1 Owners shall keep the unit at a reasonable temperature. Owners must ensure that the temperature of the unit does not result in freezing pipes, excessively cold walls, condensation, excessive heat or other problems which may cause harm to the property or any nuisance or discomfort to other residents.

34. Trespass

- 34.1 The condominium property is private property. Only owners, tenants and their families and invitees are permitted on the property.

Furthermore, where any person conducts any activity on the common elements which is prohibited by the Act, or the Corporation's Declaration, By-laws or Rules, this shall be considered a trespass for the purposes of the *Trespass to Property Act*.

35. Water and Plumbing

- 35.1 The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed, and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who caused such damage.
- 35.2 Water shall not be left running unless in actual use. Owners shall take all reasonable measures to conserve water.

36. Window Washing

- 36.1 Each owner shall be responsible for washing the exterior of all the windows in the unit.

37. Late fees

- 37.1 In addition to any remedies or liens provided by the Act, the Declaration and other provisions and or by-laws, any owner who fails to pay any assessment levied against him/her by the first day of each month shall pay a late payment charge in the amount of \$20.00 for each and every month they are in arrears. For collection purposes, such late

payment charges shall be deemed to be assessments for common expenses. In its sole discretion, the Board may waive all or part of any late payment charges at any time. The owner shall indemnify and save harmless the corporation for any costs, damages, claims or expenses incurred by the corporation by reason of his or her failure to satisfy the requirements of this Rule.