

*Carleton Condominium Corporation
423
Rideau Gate*



*Association condominiale Carleton no
423 Rideau Gate*

Rideau Gate



RULES AND REGULATIONS

RIDEAU GATE

959 & 969 North River Road

Ottawa, Ontario

K1K 3V3



Rideau Gate - Introduction

The basic principles concerning title, description of owners units and the common areas as well as governance of CCC423 made pursuant to the Condominium Act of Ontario, are contained in the Declaration. There are also several important By-Laws attached to the Declaration which legally also govern conduct of owners and residents.

This document brings together, for ease of reference, the rules currently in effect in CCC423. The Rules supplement the regulations listed in the Declaration and By-laws.

Rideau Gate - Index

For ease of reference in this document, the Rules of CCC423 have been grouped by subject matter. The current Rules in the Declaration text and By-Laws, are numbered R1 through R29 and this nomenclature is followed under the subtitles i.e. R1 is Rule 1, R 18 refers to the full text of Rule 18

Ownership issues/ common elements:

- R1 - water closets
- R3 - windows, balconies, terraces and wind screens
- R7 - windows
- R13 - windows, balconies
- R22 - plants and flower boxes on balconies/terraces

Common areas responsibilities, issues:

- R8 - electrical circuits
- R10 - storing combustibles
- R14 - storage common issues e.g. balconies, terraces and common use areas
- R12 - accessibility
- R16 - gardens

Condominium financial issues:



R18 - cost for breach of Rules
R20 - NSF cheques / bank charges
R26 - Condo fees and arrears

Renovation issues:

R19 - carpets
R23 - common elements

Fire and insurance risk issues:

R2 - risks

Water and water infiltration:

R4 - leakages and taps/ faucets

Building Nuisance and noise issues:

R6 - noise generally
R11 - musical instruments
R21 - Pets

Adding structures/Antennas:

R15 - Antenna
R17 - adding temporary or permanent fixtures on to common property

Non-smoking issues:

R29 and R30 - tobacco, cannabis, vaping or other forms of smoke and growing cannabis plants

Moving in/out, deliveries, costs, notifications:

R25 - entering, exiting, deliveries, notifications, costs, reservations

Miscellaneous issues:

R5 - garbage disposal
R24 - CCC423 mailbox
R27 - Signage/lock boxes
R28 - drapes and required colour
R9 - Auctions

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Rideau Gate - Rules

Hereafter are listed the rules and regulations which shall be observed by the owners and the term "owner" shall include the owner or any other person occupying the unit with the owner's approval:

R 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, or whose family, guests, visitors, servants, clerks or agents shall cause it.

R 2. No owner shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building or property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or 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 or conflict with any of the rules or ordinances of the Board of Health or with any statute or municipal by-law.

R 3. a) Nothing shall be placed on the outside of window sills, balconies, terraces or other projections from the building.

b) *Covered balconies*: no awnings or shades shall be installed.

c) *Windows*: no awnings or shades shall be installed outside the windows.

d) *Terraces and uncovered balconies*: with the prior written approval of the Board, awnings and shades of a colour, quality and design established by the Board may be installed. Any damage caused by, or resulting from, such installation is the liability of the owner.

e) Windscreens shall not be installed on any balcony or terrace.

R 4. Water shall not be left running unless in actual use.

R 5. The owner shall not place, leave or permit to be placed or left in or upon the common elements including those of which s/he has the exclusive use, any debris, refuse or garbage, except on days designated by the board or the manager as garbage pick-up days when s/he shall directly carry or place same in any area designated by the Corporation as a central garbage depository. Such debris, refuse or garbage shall be



contained in properly tied polyethylene or plastic garbage bags not exceeding twenty-five (25) pounds per bag in weight. Where such debris, refuse or garbage consists of packing cartons or crates, the owner shall arrange with the manager for a pick-up thereof and such packing cartons or crates shall in any event not be left outside the unit.

R 6. Owners, their families, guests, visitors and servants shall not 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.

R 7. Nothing shall be thrown out of the windows or doors of the buildings.

R 8. Owners shall not overload existing electrical circuits.

R 9. No auction sale shall be held on the property.

R 10. No stores of coal or any combustible or offensive goods, provisions or materials shall be kept on the property.

R 11. No noise, caused by any instrument or other device, or otherwise, that in the opinion of the board may be calculated to disturb the comfort of the other owners, shall be permitted.

R 12. The sidewalks, entry, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress or egress to and from the building.

R 13. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door, or those parts of the common elements over which the owner has exclusive use. No hanging or drying of clothes is allowed on any part of the common elements, including those parts of the common elements over which the owner has exclusive use. Only seasonal furniture is allowed on balconies and balconies shall not be used for storage.

R 14. No trailers, and no motorized vehicles or motorized equipment of any kind, other than a private passenger vehicle or station wagon, shall be parked on any part of the common elements, including the designated parking spaces or those portions of the common elements over which the owner has exclusive use, nor shall any repairs be made to any motor vehicle of any kind on any part of the common elements and no motor vehicle of any kind shall be driven on any part of the common elements other than on a driveway or parking space.



R 15. No television antenna, aerial, tower or similar structure 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.

R 16. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.

R 17. No building or structure or tent shall be erected and no trailer either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements.

R 18. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules and regulations in force from time to time by any owner, his family, guests, servants, agents or occupants of his unit shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.

R 19. No unit owner shall replace wall-to-wall carpeting with any other type of floor covering without the prior written approval of the board. Said approval may be withheld in the event that the owner has not installed sufficient noise attenuation material between the proposed floor covering and the floor below.

R 20. An administration fee of TWENTY-FIVE (25) DOLLARS, in addition to any bank charges, shall be levied by the Corporation for any cheque returned by the bank, where such cheque was made in settlement of monthly common expense contributions.

R 21. No animal, livestock or fowl other than a domestic animal kept as a pet shall be kept on the property and no pet that is deemed, by the Board of Directors in its absolute discretion to be a nuisance, shall be kept by any owner of any unit or in any other part of the property. The domestic animal must be carried in the common areas.

R 22. No structures, planters or plant containers can be affixed temporarily or permanently to the walls or flashing of your exclusive use balcony area.

Reasonably sized plant containers may only be suspended on the inside of the railings providing it does not cause damage to the railing.

It is imperative that the soil from the plants be kept in the pots. If soil ends up on the floor of your balcony or terrace it must be cleaned immediately as it can cause damage to the buildings drainage system.

R 23. No unit owner shall make any alteration to any area of the common elements without prior written consent from the Board of Directors. Requests for alterations to the common elements must be made in



writing by the unit owner to the Board of Directors. Owners that wish, at their own expense, to paint the concrete balcony ceiling of their units, must consult the Board of Directors as to colour and type of paint to be used. Should the Board of Directors approve the individual painting of balcony ceilings, it is understood and agreed by said owners that if the paint application shows signs of deterioration, then the said owners must at their expense, scrape and repaint within 20 days of notice from the Directors.

R 24. A mailbox shall be provided in which residents may deposit correspondence and payments pertaining to condominium business.

R 25. When residents move in or out of units, residents or owners shall take the following steps:

I. Notify the manager of your moving time at least two weeks ahead of your moving date and intended time.

II. You will be asked to provide a damage deposit of \$100 in advance of your move, which will normally be returned to you when the move is completed if no damage has occurred. If damage has been caused by the move, the cost of repairs will first be deducted from the deposit and any additional costs charged to you.

III. Due to the risk of damage to the lobby's marble floor tiles and to the outside entrance way, the front door may not be used for moves. All moves are to be through the garage entrance (Donald Street) for the delivery and removal of furniture and other property. Use of the garage entrance is also required for all non- move related deliveries and removal of furniture.

IV. For security purposes, the manager will arrange for the supervision of the move (monitoring of the open garage entrance). A charge (separate from the damage deposit) will apply as follows:

A. For moves during the week between the hours of 8 AM and 6 PM that do not exceed 3 hours in length, there will be no charge. After three hours, a charge of \$15 per hour for each hour exceeding three hours.

B. For moves during the week after 6 PM, a base charge of \$50 for moves that do not exceed 3 hours in length and a charge of \$15 per hour for each hour exceeding three hours.



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- C. For moves on weekends, a base charge of \$100 for moves that do not exceed 3 hours in length and a charge of \$25 per hour for each hour exceeding three hours.
 - D. For moves on statutory holidays, a base charge of \$150 for moves that do not exceed 3 hours in length and a charge of \$25 per hour for each hour exceeding three hours.

R 26. Monthly condominium fees are payable on the first day of every month. Effective March 1, 2013, an arrears fee of **\$75.00 per month** will be added to the owner's account if the monthly condominium fee is not paid by the 1st of the month.

Furthermore, from time to time, the Corporation may require the assessment and collection of additional funds to cover the costs related to the repair and/or replacement of major building components. Effective March 1, 2013, an arrears fee of **10% of the original amount owing** will be added to the owner's account **each month** if the special levy has not been paid by the due date specified.

These arrears fees are intended to ensure that all condominium fees and special levies are received on time so that the Corporation has the necessary funds on hand for its day-to-day operations.

R 27. No signs shall be placed on the outside of the building or on the common grounds. Lockboxes may not be installed on any part of the common elements to which non-residents have access.

R 28. All window hangings, drapery linings, curtains or other window coverings, visible from the outside, must be white or off white in colour.

R 29. For the period from July 1, 2018 to December 31, 2018, no cannabis related products can be cultivated, consumed, stored or otherwise used in any area of CCC 423, including common element areas (i.e. hallways, courtyard, etc.), exclusive use common element areas (i.e. balconies, patios, etc.) or individual suites. If an owner has a certified medical prescription, use of cannabis related products must be limited to individual suites. Between July and December 2018, the Board will establish a permanent rule, if necessary.

R 30. Smoking tobacco and/or cannabis will not be permitted in, on, or around any part of the common elements, including all exclusive-use common elements, and inside units. Please see Appendix A herewith for a copy of the complete rule.



Appendix A: CCC423 Non-Smoking and Cannabis Rule

Definitions:

Definitions of Tobacco Smoking: *Smoking includes the inhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco 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.*

Definitions of Cannabis Smoking: *Smoking of cannabis includes the inhaling, breathing, carrying, or possession of any lighted product containing cannabis and includes vaping with electronic cigarettes or any other activities that create smoke.*

Definitions of Cannabis Growing: *Cultivating of cannabis/marijuana plants.*

Rules:

Tobacco Smoking

(Conforming with the CCC423 Declaration), smoking will not be permitted in, on, or around any part of the common elements, including all exclusive-use common elements, and inside units, subject to the following:

Exceptions:

Smoking is not permitted in any unit, except for those Residents who have been grandfathered in accordance with the accompanied exemption form and terms and conditions.

Cannabis Smoking

Smoking of cannabis is not permitted in, on, or around any part of the common elements, including all exclusive-use common elements and inside the suites, subject to the following:

Exceptions:

The Board may give written permission for a resident to smoke cannabis in their unit, after receiving written evidence from a physician or other health care professional addressed to the Property Manager explaining that it is necessary for the resident to smoke the cannabis in the unit and why the cannabis must be smoked rather than ingesting it or receiving it by some other means. A form for this purpose is attached and must be submitted to the Property Manager, along with the physician/health care professional's evidence.

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Cannabis Growing

Growing or cultivating of cannabis plants is not permitted in, on, or around any part of the common elements, including all exclusive-use common elements and inside the suites.

How to Register to be “Grandfathered” Re: Smoking

Any person who was a resident of a condo unit in the building, or leased a unit, on December 1, 2018 can register to be “Grandfathered”, and thus exempted from application of the new rule on smoking for as long as that resident lives in this building. In order to be “grandfathered” in this way, the resident needs to complete, and submit the attached one-page Registration Form to the Property Manager no later than December 15, 2018.

The completed form needs to include the unit number concerned, the full name(s) of the owner(s) and of the adult person(s) who was/were resident(s) of the unit as of December 1, 2018, and must be signed by the owner(s) of the unit.

July 8, 2019



Appendix B: Request for Exemption for Medical Reasons

Condominium Rule Re: Smoking and Cannabis

This request pertains to the Resident(s) of Condo Unit number: _____ at _____

I. The adult Resident(s) of the above unit are (full names please):

The Owner(s) of the unit is/are: (please check one of the below options):

☐ The Person or Persons named above

OR

_____ (full name(s) please)

The Owner(s) of the unit hereby request(s) that the adult person(s) who is/are Resident(s) of the unit noted above be:

☒ Partially exempted for medical reasons

Signature(s) of Owner(s):

Dated: _____

Dated: _____

Please submit this request to the Property Manager CCC 423.