

CARLETON CONDOMINIUM CORPORATION NO. 383

CONDOMINIUM RULES

Approved by the Board and Effective September 18, 2018

Be it resolved that the Corporation enact the following rules respecting the use of the common elements and units to promote the safety, security and well-being of Residents of the property and to prevent unreasonable interference with the use and enjoyment of said property.

In these rules, the term “Corporation” will include Carleton Condominium Corporation No. 383 and its Board of Directors.

In these rules, the term “Board” will include the Board of Directors of Carleton Condominium Corporation No. 383 and its agent, the Property Manager.

In these rules, the term “Property” will include the building, common elements, parking area and the garage of Carleton Condominium Corporation No. 383.

In these rules, the term “Owner” will include the Owner of a unit or units of Carleton Condominium Corporation No. 383.

In these rules, the term “Resident” will include a person or persons occupying a unit of Carleton Condominium Corporation No. 383.

The following rules and regulations will be observed by all Owners/Residents. Owners must ensure compliance by their tenants, agents, service providers, visitors or any persons occupying their respective unit(s).

All previous Rules of Carleton Condominium Corporation No. 383 are hereby repealed.

1. OCCUPANCY

- 1.1 Permanent occupancy of a unit is limited in accordance with the City of Ottawa’s Property Standards By-law (Article 38 Occupancy Standards). No more than two (2) people per bedroom is permitted. Common areas of a unit (for instance, living, dining, atrium and hallway areas) are excluded as permissible sleeping areas.
- 1.2 Rental leases must be for a minimum twelve (12) month period.

2. SANITATION AND APPEARANCE

- 2.1 White or off-white drapes, curtains or shades are to be installed in newly occupied units within a reasonable time. Flags, bed sheets, tinfoil, table cloths and other similar items intended for other purposes may not be hung along windows and are not acceptable.
- 2.2 Reflective window tinting (metallic) is not permitted. In the event of replacement of a window which has been tinted, the Corporation will not be responsible for installing tinting on the new window.
- 2.3 Door decorations are to be confined to the wood side panel and must not be permanently affixed. Decorations may include floral, welcome and seasonal items. For security reasons, personal identification items are not allowed. The Board may, in its sole discretion, request that decorations/signage which it deems to be inappropriate, be removed.

3. FIRE PREVENTION, SAFETY & SECURITY

- 3.1 No Owner will do, or permit, anything to be done in his/her unit or bring or keep anything therein, which might in any way increase the risk of fire or the rate of fire insurance on the Property. No Owner/Resident may obstruct or interfere with the rights of other Owners/ Residents, or in any way injure or disturb their quiet enjoyment of their unit or the Property.
- 3.2 No Owner/Resident will do anything that conflicts with municipal, provincial and/or federal law, the Fire Code (a regulation made under the Fire Protection and Prevention Act, 1977), health and safety regulations or with any insurance policy carried by the Corporation.
- 3.3 Overloading the electrical circuits is not permitted.
- 3.4 Unit entry doors must be kept closed at all times except when being used for passage and are not to be left open for ventilation of the unit.
- 3.5 The sidewalks, entries, passageways, walkways and driveways used in common may not be obstructed or used for any purpose other than entering and exiting units or parking areas. Without limiting the generality of the foregoing, no footwear, mats or boot trays are to be left in the corridors in front of the unit door or elsewhere.

- 3.6 Residents may not permit entry into the building to anyone who they do not know. Strangers should be instructed to contact the Resident, superintendent or condominium office to gain entry.
- 3.7 As required by Article III (2) (d) of the Declaration, all Owners are required to give the Corporation a set of keys for all locks to their unit door.
- 3.8 Owners/Residents must notify the condominium office if they are expecting a contractor. All contractors must sign-in and out by completing the registry book located in the rear lobby entrance.
- 3.9 Owners/Residents are responsible for accepting their own deliveries. No packages, parcels, letters or other items may be affixed to, or left outside of, the unit door or in the hallway.

4. NOISE

- 4.1 No Resident may create, or permit the creation of, or allow the continuation of any noise or nuisance which, in the opinion of the Board, may disturb the comfort or quiet enjoyment of the Property by other Residents and any other persons having business with them. Without limiting the generality of the foregoing, the Board hereby directs that:
- Construction, renovation, improvement or repair work of any kind in units is restricted to the period from Monday to Saturday (excluding statutory holidays) between the hours of 8:00 a.m. and 8:00 p.m.
 - No excessive noise caused by sound systems, televisions, musical instruments or parties is permitted.
 - Residents must avoid noise-causing activities such as slamming of doors, dropping items or scraping or dragging chairs on wood floors, et cetera.
 - No noise, caused by any instrument or device, that in the opinion of the Board may be deemed to disturb the comfort of the other Residents, will be permitted.

5. VEHICLES AND PARKING

- 5.1 No motor vehicle, other than a private passenger automobile, motorcycle, sport utility vehicle (SUV) or pick-up truck, may be parked on any part of the common elements (including any part of the common elements assigned to any Resident for his/her exclusive use), and no motor vehicle will be driven on any part of the common elements other than on a driveway or parking space.

- 5.2 No commercial vehicles, trailers or recreational vehicles (RV) are permitted to be parked in the Resident's designated parking space; however, personal vehicles with commercial signage might be permitted subject to Board approval.
- 5.3 No motor vehicle, tent, boat, trailer, snowmobile, RV, machinery or equipment of any kind may be left on any part of the common elements, except motor vehicles properly parked in accordance with these rules.
- 5.4 Only one motor vehicle may be parked in the designated parking space, and it must be registered at the condominium office.
- 5.5 Motor vehicles may be washed only in the designated area.
- 5.6 No motor vehicles may be parked in such a manner as to interfere with the free passage of emergency vehicles.
- 5.7 No substantial repairs or adjustments to motor vehicles may be carried out on common elements.
- 5.8 Visitor parking may only be used by Residents for fifteen (15) minutes to load and unload their vehicles. Hazard lights must be turned on.
- 5.9 All visitors making use of the visitors parking area after 1:00 a.m. must register their vehicle including licence plate number and the unit they are visiting, with the security guard or condominium office by 12:30 a.m. The overnight parking request must be confirmed by the Resident. A maximum of five overnight parking authorizations for visitors may be granted per month for any guest and/or unit. However, special arrangements may be made with the Board to accommodate extenuating circumstances.
- 5.10 Residents may not park their vehicle overnight in the area designated as Visitor Parking. Residents who violate the parking policy will be subject to the following procedure:
- First two violations - a written warning will be issued
 - Third violation - a city-issued ticket will be issued
 - Fourth violation - the vehicle will be ticketed and towed at resident's expense
- 5.11 Contractors must park their vehicle in the parking area at the back of the building. It is the responsibility of the resident to advise his/her contractor regarding the permissible parking area.

- 5.12 Residents may park only in their authorized parking space and motor vehicles may not be left running when parked in the garage. Car starters are permitted; however, idling is limited as per the City of Ottawa's Idling Control By-law.
- 5.13 Residents and visitors must respect all traffic signs on the Property, including signs erected by the Corporation. The maximum speed when travelling in the garage is ten (10) kilometres per hour.
- 5.14 Propane and natural gas powered vehicles, and vehicles that are not roadworthy or currently licensed, may not be left on the Property.
- 5.15 Vehicle height must not exceed six (6) feet in order to ensure that the vehicle can safely enter and exit the parking garage. The corporation has the right to ticket or tow away, at the Resident's risk and expense, any vehicle parked in contravention of this rule.
- 5.16 Parking spaces may not be used by the Residents for storage, and each parking space must be kept clean of all debris, rubbish, et cetera. Only folding shopping carts may be stored in a Resident's designated parking spot.
- 5.17 Designated parking spots may only be rented to other Residents.

6. SMOKING

- 6.1 (a) By definition, the term "smoking" includes the inhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, marijuana, or other smoke-producing substance, or any other similar heated or lit product
 - (b) A Smoker is an individual who has been grandfathered pursuant to this rule.
- 6.2 Smoking is prohibited in the interior common elements, which includes levels 1 through 4 (inclusive) of the parking garage. This is in accordance with the Smoke Free Ontario Act. Smoking is also prohibited in any other exterior portion of the garage, including levels 5 through 6 (inclusive)
- 6.3 Any Smoker who is grandfathered pursuant to 6.7 below is obligated to properly ventilate their unit to avoid smoke transfer to common hallways and to other units. It will be the

responsibility of the Smoker to mitigate smoke transfer to other units and the common hallways.

- 6.4 Other areas of Atrium II not specified elsewhere in Article 6 are to be smoke-free by no later than 30 November 2017. Residents are prohibited from smoking within 9m of the perimeter of the building except in designated smoking areas indicated by signage.
- 6.5 Subject to the Corporation's duty to accommodate, if any, smoking marijuana for medicinal purposes or for any other reason is not permitted. Medicinal marijuana is now legally available in a number of non-smoking treatments. In the event that a resident requests an exemption from this provision, on the basis of a duty to accommodate, the request will be duly considered and evaluated by the Board of Directors and Management to determine if accommodation is required. Medical certification will be necessary to support any such request.
- 6.6 Residents of the building who are Smokers at the time this rule comes into force will be permitted to smoke in their units under the following circumstances:
- 6.6.1 Units occupied by Smokers are to be smoke-free by 30 June 2019. Smoking beyond this date will no longer be permitted in those units.
- 6.6.2 The resident has registered as a Smoker pursuant to 6.7 herein.
- 6.7 For the within grandfathering to apply, the resident must register with the Corporation on or before the Thirtieth (30th) day following the effective date of these Rules. 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.
- 6.8 All guests or visitors of Smokers (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.
- 6.9 The grandfathering only applies to smoking in the units. A grandfathered resident is not permitted to smoke on the common elements (including exclusive-use common elements) except in accordance with these Rules.

7. COMMON AREA USAGE

- 7.1 No garage sale or auction can be held on the Property. “Open Houses” are not permitted.
- 7.2 No sign, advertising or notice may be inscribed, painted, affixed or placed on any part of the inside or outside of the Property without the prior written approval of the Board.
- 7.3 No antenna, aerial, tower or similar structure, including accessories, may be erected on, or fastened to, the exterior of any unit or to any portion of the common elements, except by the Corporation in connection with a common television cable system, and no cable may be strung on the outside of the building.
- 7.4 No one may harm, mutilate, destroy, alter or litter any of the landscaping work on the Property, including grass, trees, shrubs, hedges, flowers or flower beds, et cetera.
- 7.5 No mops, brooms, dusters, rugs or bedding may be shaken or beaten from any window, door or in any hallway.
- 7.6 No part of the common elements may be used for the erection, placing or maintenance of clotheslines, 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, unless such are authorized by the Corporation.
- 7.7 No building or structure or tent may be erected, and no trailer, either with or without living, sleeping or eating accommodations, may be placed, located, kept or maintained on the common elements.
- 7.8 Consumption of alcohol is not permitted on the common elements, except in areas, and during periods, specifically designated by the Board.
- 7.9 No canvassing or soliciting is permitted in the building, except as specifically allowed by section 118 of the Condominium Act, 1998 that states:

“No corporation or employee or agent of a corporation shall restrict reasonable access to the Property by candidates, or their authorized representatives, for election to the House of Commons, the Legislative Assembly or an office in a municipal government or school board if access is necessary for the purpose of canvassing or distributing election material.”

- 7.10 No bicycle is allowed in the lobby or elevators except while being transported to a locker for long-term storage; in the latter case only the service elevator is permitted to be used. Bicycles must be stored in the room provided for this purpose in the garage. Bicycles may not be transported through the main garage doors. Cycling is confined to the roadways and is not allowed on the grasslands or walkways.
- 7.11 Skateboarding and rollerblading are not allowed on any of the common elements.

8. SOCIAL ROOM

- 8.1 The social room at rooftop level is for the use of all Residents. Booking arrangements must be made with the condominium office and a deposit will be required. A refund will be made only after inspection of the room for any damage to the premises or its contents. Residents must comply with, and respect, all the terms and conditions of the rental agreement, which is in addition to this rule.
- 8.2 Residents must ensure that their guests remain within the social room and that there is no roaming or loitering by anyone in the common elements or outside the building. Residents must not allow their guests to venture onto the rooftop areas. Rental of the social room does not include exclusive use of the deck.
- 8.3 The Board may determine the amount of security deposit required and do so based on the intended use of the social room and/or if the services of a user-paid security guard service will be necessary. The Board, may, in its sole discretion as it deems appropriate in each case, impose other terms including the actual booking arrangements for the use of the social room. The lobby area may not be used as an extension of activities taking place in the social room. Food and beverages may not be consumed in the lobby.

9. SWIMMING POOL / CLUB LEVEL FACILITIES

- 9.1 Residents must abide by the posted rules established for the outdoor swimming pool and all club level facilities.
- 9.2 Proper clothing and footwear will be worn when walking in common elements, including when proceeding to, and from, the outdoor swimming pool or club level facilities.
- 9.3 Appropriate swimwear must be worn in the Hot Tub and Sauna.

10. GUEST SUITE

- 10.1 The use of the Guest Suite is restricted to personal guests of residents. The Board retains the right to restrict usage in order to maintain the policy of shared usage and to ensure that use is not monopolized.
- 10.2 The Guest Suite is available for bookings for a period not exceeding seven (7) consecutive days. If no other request has been made up to forty-eight (48) hours before the end of the booked period, an extension may be granted for an additional consecutive seven (7) days.

11. RENOVATIONS

- 11.1 No Owner may make any changes to the common elements without the prior written consent of the Board and subject to the Condominium Act, 1998 and the Corporation's Declaration. An owner who is considering any alteration to his/her unit is reminded of the provisions of Article III (1) (d) of the Declaration which states:

"No boundary wall, load-bearing partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, air-conditioning, plumbing or electrical installation contained in or forming part of a unit may be installed, removed, extended or otherwise altered without the prior written consent of the corporation; but the provisions of the subparagraph will not require any owners to obtain the consent of the corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any unit."

- 11.2 All planned renovations must be submitted to the condominium office for approval prior
- 11.3 Owners are responsible for ensuring that their contractors comply with all the rules of the Corporation, including, but not limited to:
- The noise restrictions and hours as outlined in 4.1;
 - Use of the rear doors to transport materials (no other doors being permitted for this purpose);
 - Use of the service elevator to transport materials (no other elevator being permitted for this purpose and arrangements to reserve the service elevator being made in advance through the condominium office);
 - It not being permissible to place a unit's construction material in the Corporation-provided trash or garbage receptacles (removal of this material from the property being the responsibility of the Owner);

- It not being permissible to leave construction materials in the hallways or on the Property;
- It not being permissible to use the common elements for the preparation of materials, for example, sawing;
- Taking care to avoid tracking debris through the common elements (Owners being subject to a charge-back for the cost of any repairs or cleaning required as a result of such debris).

12. ANIMALS

- 12.1 Owners are reminded that pets are regulated under Article III (1) (e) of the Declaration, which states:

“No dogs (other than a seeing-eye dog or guide dog) shall be kept or allowed in any unit. No animal, which is deemed by the board, in its absolute discretion, to be a nuisance shall be kept by any owner in any unit. Such owner shall, within two (2) weeks of receipt of a written notice from the board requesting the removal of such animal, permanently remove such animal from the Property. Neither breeding of animals for sale nor training of animals for service shall be carried on, in, or around any unit.”

13. MOVING

- 13.1 Only the rear doors may be used for the loading and unloading of goods from motor vehicles. No vehicles (other than moving vans and delivery trucks) will be left standing at these doors for longer than fifteen (15) minutes.
- 13.2 Moving in and out of the building may be done only between the hours of 8:00 a.m. and 5:00 p.m. Monday to Saturday, excluding statutory holidays. However, in the case of unforeseen circumstances, the moving hours may be extended to 8:00 p.m. if authorized by the Board or condominium office. Appointments for the exclusive use of the service elevator may be made through the condominium office at least two (2) weeks in advance of the move.
- 13.3 Household furniture and effects may not be taken into, or removed from, any unit except by way of the service elevator and through the rear doors on Level 1 of the building, nor will any heavy furniture be moved over any part of the common elements so as to damage them. Any such damage will be the responsibility of the Owner, and therefore the cost for repairing the damage will be borne by the Owner.

14. CANNABIS GROWING

- 14.1 No one is permitted to grow cannabis anywhere on the property (whether on the common elements or in any of the units).

15. GENERAL

- 15.1 No owner shall do anything or permit anything to be done that is contrary to any federal or provincial statute, or municipal bylaw or any rules, regulations or ordinances passed under any statute or municipal bylaw.
- 15.2 No restriction, condition, obligation or provision contained in any rule or rules of the Corporation shall be deemed to have been abrogated/waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which might occur.
- 15.3 Each of these rules will be deemed independent and severable and the invalidity or unenforceability in whole, or in part, of any one or more of these rules will not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remaining part of that rule (if appropriate) or of the other rules, and will continue in full force and effect as if such invalid rules, or part of a rule, had never been included herein.
- 15.4 Any loss, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations by any Owner/Resident shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.