

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 700

RULES

Date: October 11, 2013

The following Rules, made pursuant to the *Condominium Act, 1998*, S.O. 1998, c.19, as amended, ("the Act") shall be observed by every owner (collectively "owners") of units registered in Ottawa-Carleton Standard Condominium Plan No. 700 ("Units") and any other person(s) occupying the units with the owner's approval, including, without limitation, members of the owner's family, his tenants, guests and invitees.

It should be remembered that the Rules are to be reasonable and consistent with the Act, the Declaration and the By-laws. They do not replace the By-laws, which the Board enacts as its primary governing document. Both the By-laws and the Rules are in force. In case of conflict between the By-laws and the Rules, the By-laws will prevail.

The Rules shall apply to all property owners, their residents, family members, tenants, occupants, agents, visitors, employees and guests; and shall be enforced by the Board of Directors in accordance with the applicable Regulations and By-laws and the Condominium Act, 1998, S.O. 1998, c.19, s. 58 (10).

In establishing and maintaining the Rules, , the Board shall make every effort to ensure that they do not affect unit owners' right to the enjoyment of reasonable and unrestricted use of their property or privileges of ownership.

The Rules may be modified, repealed or amended at any time by a resolution of the Board when deemed necessary in the best interest of unit owners/residents and the community. Owners may amend or repeal a rule at a meeting of owners duly called for that purpose as per the Condominium Act, 1998, S.O. 1998, c.19, s. 58 (5).

All previous rules are hereby repealed.

DEFINITIONS

"Owners" includes owners, their families, visitors, agents, and tenants or other occupants of the unit.

"*Common elements*" means all the property except the units and may be described as all the property outside of the units which includes balconies, decks, terraces, front and rear entranceways, bricks, siding, roofs, doors and windows.

"*Units*" means the space enclosed by its boundaries as set out in Schedule "C" of the Declaration.

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.

R1 -GENERAL

1. Any losses, costs or damages incurred by the Corporation by reason of breach of any Rule in force from time to time by any owner, his or her family, guests, servants, agents, tenants or occupants of his or her unit or an individual to whom an occupant of the unit has provided access to the property

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:

- 1.1. All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce these Rules;
- 1.2. Fines, as set out in R10 - Enforcement/Fines.
2. No restriction, condition, obligation or provisions 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.
3. Use of the common elements shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the units and common elements (collectively the "Property").
4. Rules as enacted and altered from time to time by the Corporation shall be binding on all unit owners and occupants including tenants, their families, guests, visitors, servants or agents.
5. No owner shall create or permit the creation of or continuation of any noise or nuisance which, in the sole and unfettered discretion of the Board, may or does disturb the comfort or quiet enjoyment of the Property by other owners or their families, guests, visitors, servants and persons having business with them. No noise resulting from the owner's use of a Unit shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise is being transmitted to another unit and that such noise is an annoyance or a nuisance or disruptive, then the owner of such unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the owner of such unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitor's fees).

R2 – ANIMALS / PETS

1. No animal, livestock, or fowl, other than a "pet" (as defined by the by-law of the City of Ottawa), shall be kept or allowed upon the common elements, exclusive use common elements, or in any unit. Each owner shall only be allowed to keep **two** pets, in or about the Property. Owners are further prohibited from keeping as pets any dogs which are trained as attack or security dogs. Pets shall not be allowed to create a disturbance. Any pet making disturbing noises or behaving objectionably will be deemed a nuisance and is liable to be removed from the property. Before deeming a pet to be a nuisance, the Board or Property Manager shall provide the owner of the pet or animal with a reasonable opportunity, to be set by the Board or Manager in its sole discretion, to correct the matters complained of. If, following such reasonable opportunity, the Board or Manager deems the pet to be a nuisance, the owner in whose unit the pet is being kept shall, within two(2) weeks of receipt of a written notice from the Board or Manager requesting the removal of such pet or animal, ensure the pet is permanently removed from the property.
2. Any pet being transported through areas of the Building not being within the pet-owner's unit, shall be under restraint at all times and be controlled by hand-held leash, fenced or caged when on the Property. No pet-owner shall permit the pet to run at large on the common elements or on the lands or exclusive use area of any other owner at any time. No pet-owner shall tie up a pet on the common elements nor leave a pet unattended thereon.

3. No pet shall be permitted to soil or damage any part of the interior or exterior common elements.
4. No breeding of pets for sale shall be carried on, in, or about any unit, or on the common elements.
5. The owner of any pet shall be liable for the cost of repair of any damages to the common elements or cleanup of common elements made necessary by such pet.

R3 - COMMON ELEMENTS

1. The entranceways, sidewalks, walkways and roadways which are part of the common elements shall not be obstructed by any of the owners, tenants or other occupants or used by them for storage or for any purpose other than for ingress and egress to and from the units, or some other part of the common elements. The walkways, entranceways, sidewalks, roadways, halls, elevators and other means of access used in common by owners shall not be obstructed by any owners or used by them for any other purpose other than formal passage to and from their respective units.
2. No goods and chattels may be left or stored on the common elements, except as specifically authorized by the Declaration, By-laws and Rules of the Board.
3. No owner may plant in or landscape upon any part of the common elements, without first obtaining the written consent of the Board.
4. No building, shed, structure or tent shall be erected, placed, located, kept or maintained on the common elements.
5. No sign, advertisement or notice (including 'for sale' signs) shall be inscribed, painted, affixed or placed on any part whatsoever of the inside or outside of the units or common elements.
6. No one shall harm, mutilate, destroy, or litter (including discarding cigarette butts on) the common elements, including the gardens and landscaping features on the property containing grass, trees, shrubs, hedges, plants and flowers.
7. Realtor lock boxes and any other lock boxes are **only** permitted to be installed on the vehicle parking gate fence. Lock boxes installed contrary to this rule will be removed without notice.
8. No television antenna, aerial, satellite dish or similar structure and appurtenances thereto shall be installed on or affixed to any unit or any part of the common elements, including any balcony.

R4 - UNITS and COMMON ELEMENTS

1. No window shall be covered, except with curtains, drapery, vertical or horizontal blind, wooden shutters or similar window coverings of a residential nature.
2. No clothesline shall be erected nor shall clothes be allowed to dry outside of a unit.
3. Water shall not be left running unless in actual attended use. No owner shall overload existing electrical circuits, sewage systems, or any utility. 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 have caused it.
4. No barbeque(s) of any type (propane, gas, charcoal, electric etc) are permitted on common elements with the exception of the barbeque(s) provided by the Corporation. Any person using the common

barbeque shall clean the barbeque thoroughly and ensure that the natural gas has been turned off after each use.

5. No storage of coal, charcoal or any combustible or offensive goods, provisions or materials shall be kept on the property including in units, storage lockers, parking stalls, or on balconies and terraces.
6. No carpeting or other porous material shall be permanently installed or kept on the surface of any balcony or terrace. (Such materials may cause damage to the concrete in winter); loose summer carpets may be used between May 1st and November 1st of each year.
7. 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 premiums payable by the Corporation for any policy or policies of insurance. Should the occupation or use of a unit result in an increase of premiums payable by the Corporation for any policy or policies of insurance, then the owner of such unit shall be liable to the Corporation for the increased premium payable which shall be charged back to the owner as additional contributions towards common expenses and shall be recoverable as such.
8. No owner shall construct any object, article, item or thing on the property nor shall any owner repair same on the property, except within the owner's Unit.
9. No owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his Unit and shall be responsible for the payment of all costs to remove same. Each owner or tenant shall immediately report to the manager all incidents of pests, insects, vermin or rodents and, in the event that a full spraying program is required, all owners and tenants shall fully cooperate with the Property Manager or provide access to each unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the Condominium complex.
10. Units shall be used only for single family residential purposes as defined in the City of Ottawa Zoning by-law. No immoral, improper, offensive or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules of all government regulator agencies shall be strictly observed.
11. Real or fresh cut Christmas trees are permitted, however extra attention should be given when the tree is taken in and especially when taken out of the building as the common elements can become littered with needles. A yearly notice will be posted and sent to all owners advising them of the date the City of Ottawa will be picking up trees after the holiday season.

R5 – MOVING IN / OUT and DELIVERY OF ITEMS TO THE BUILDING

1. Deliveries to The Building
 - 1.1. No deliveries other than mail, small parcels, and restaurant deliveries are permitted through the front entrance.
 - 1.2. **Large and/ or heavy items**, including moving boxes, furniture, appliances, and bicycles, **must not be brought onto the property through the front entrance.**
 - 1.3. Owners and residents expecting the delivery of any large and/or heavy items must inform the delivery person of the requirement to use the loading dock.
 - 1.4. The delivery of all large and / or heavy goods must be prearranged with the Building Site Staff to ensure an elevator is available and, if necessary, to ensure it will be put on service.
2. Moving In / Out
 - 2.1. Owners are to provide to the Corporation a sum of **\$50.00 move-in fee** , in advance, for the use of the building elevator, which is a non-refundable charge that will defray some of the Corporation's costs associated with move-ins and move-outs (e.g. cost of staff work in

- preparing the elevator with padding and it's removal upon completion; reprogramming the call-entry panel, providing utilities access, reasonable wear and tear to the building)
- 2.2. All moves into and out of the building must be prearranged with the Building Site Staff **at least 48 hours in advance** of the move and scheduled to ensure an elevator will be available to be put on service for the move and that the scheduled move will not conflict with other moves or activities occurring at the building.
 - 2.3. One elevator will be made available for the move-in / move-out for a period of up to **four (4) hours** between the hours of 08:00 a.m. and 04:00 p.m. from Monday through Saturday. Owners will be charged an additional \$25.00 per half-hour or part thereof that the elevator is kept in service for a move over and above the **initial four (4) hour period**.

R6 - MOTOR VEHICLES, VISITOR PARKING

1. Unit driveways and parking spaces shall be used solely for the parking of licensed and operable passenger motor vehicles namely, a private passenger automobile, station wagon, compact van or sports utility vehicle, light truck no larger than ½ ton, or motorcycle. No trailer, camper, mobile home or boat with or without eating or sleeping accommodation, no snowmobile or other recreational vehicle and no commercial vehicles shall be parked or stored on the Property without the prior written consent of the Board. No unlicensed motorized scooters, mini-motorcycles or skateboards shall be operated or parked on the common property.
2. All vehicles parked on the property must be fully insured, mobile and in working order.
3. Vehicles that leak oil are not permitted to park anywhere on the corporation's property until the vehicle leak has been repaired. Vehicles leaking excessive amounts of oil, gas or other fluids may be towed away at the owner's expense, and all clean up costs will be charged back to the unit owner.
4. The owner of a unit may rent his/her parking space, however, only to another resident of OCSCC No. 700.
5. No repairs, lubrication or oil change shall be made or carried out on any motor vehicle on any part of the common elements or in a parking space. Changing of vehicle tires is permitted.
6. No washing of motor vehicles shall take place on any part of the common elements or parking units, except in the areas designated: Level A outside stalls A6 and A25; Level B outside stalls B6 and B25; Level C outside stall C3. (This is to ensure that runoff water will not enter storage areas next to unit parking spaces.)
7. No motor vehicle shall be driven on any part of the common elements at a speed in excess of the posted speed. Except where otherwise posted, the fixed speed limit for motor vehicles or bicycles on the common elements shall be ten (10) kilometres per hour.
8. No owner or resident shall park a motor vehicle on any part of the common elements and, without limiting the generality of the foregoing, a driveway, fire zone, and delivery or garbage pick-up, areas designated by the Board as posing a security risk.
9. No owner shall plug in or cause to be plugged into any electrical service, any in-car or block heater, nor any vehicle charger or other such electrical devices.
10. Visitors' Parking spaces are available only for visitors. Residents are not permitted under any circumstances to occupy a visitor's parking space.
11. The Visitors' Parking spaces are made available subject to the following conditions:
 - (1) a space can be used only on a first come, first served basis and can

never be reserved in advance for a visitor;

- (2) the visitor using the space must register his / her vehicle with the Corporation's parking control service; and
 - (3) a registered vehicle cannot occupy a Visitors' Parking space for more than three (3) days within a seven day period.
12. Each vehicle occupying a Visitors' Parking space must be registered with the Parking Control Services engaged by the Corporation.
 13. An owner who finds another vehicle parked in or impeding his/her parking unit should report the matter to the Parking Control Services for car towing action by completing the parking infraction or a complaint. Owners will be required to provide the parking patrol officer with proof of parking stall ownership.
 14. Motor vehicles parked in contravention of these Rules may be towed away with the authorization of the Corporation and at the owner's risk and expense.

R7 - ENTRY INTO UNITS

1. Right of Entry
The Corporation may enter any unit, upon providing 48 hours 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). The right of entry is clearly spelled out in the Declaration and in the *Condominium Act, 1998*
2. Keys
In order to facilitate the Corporation's right to access the unit, each owner shall provide to the Corporation a full set of keys for entry to the unit. The Corporation shall keep the keys in safe storage. Whenever an owner changes a lock, the owner shall provide to the Corporation a key for the new lock.
3. Regular Inspections
The Corporation conducts scheduled inspections and maintenance at pre-determined intervals each year. These inspections are conducted for the following purposes and notification is provided in advance:
 - 3.1. Condition of unit audible fire alarm devices;
 - 3.2. Inspection of smoke detectors;
 - 3.3. Visual review of any conditions which might violate the provisions of the *Condominium Act, 1998* or the Corporation's Declaration, By-laws and Rules
 - 3.4. Assessment of the condition of components of the common element or other conditions which may affect the common elements or other units.

R8 - GARBAGE DISPOSAL

Owners and residents shall not place, leave or permit to be placed or left in or upon the common elements, including parking units, balconies and terraces, any debris, refuse or garbage except in the garbage room or other areas designated for placement of garbage.

1. General

All kitchen waste is to be enclosed in small plastic bags and securely tied before releasing down the garbage chute (chute access is located on each floor). Hours of use for garbage disposal chute shall be from 07:00 a.m. – 11:00 p.m. No paint cans or combustible material of any sort is to be disposed of down the chute. All such items are to be suitably wrapped and taken down by hand to the Garbage Room bin located in the main level garage. Recycling bins are located in the garbage room for cans, glass bottles, and plastic bottles, newspaper, cardboard and other paper products.

2. Special Waste

2.1. No hazardous goods, appliances, furniture or other special or unusual waste (for example, car batteries, oil, sofas, refrigerators, etc) may be disposed of in or beside the waste containers or left in the Garbage Room, for disposal as part of regular garbage pick-up. Arrangements may be made with the Property Manager for pick-up of any such special waste at the owner's expense. Alternatively, owners and residents, themselves, can dispose of such items at facilities / sites established for that purpose by the City of Ottawa.

2.2. Construction material, paint, tile, grout, glue solvents etc. must be disposed of as per City of Ottawa regulations, must not be disposed of by use of toilet sink, bathtub drains, parking garage drain or garbage chute.

R9 - LEASING AND OCCUPANCY

Section 83 of the *Condominium Act, 1998* requires that the owner of a unit who leases the unit must provide the Corporation with the lessee's name and a copy the lease, and provide the lessee with a copy of the Declaration, By-Laws and Rules of the Corporation within **30 days** of entering into the lease or renewal, as the case may be.

1. Owners leasing their units will be charged the Move In fee, as described in Rule **R5**, for each new tenant that moves into a unit in the building.
2. Owners leasing their units shall obtain from the tenant(s) the form attached as Schedule A and file an executed copy with the Board prior to the date the tenant(s) takes possession of the Unit. Owners shall file with the Board either a copy of any lease of any unit together with a copy of each renewal or termination of same or a summary of the terms on the form required by the *Condominium Act, 1998*, a copy of which is attached as Schedule B.
3. Owners shall ensure that their tenants comply with the provisions governing the use and occupation of dwelling units and the use of the common elements as set forth in the Declaration and the Rules. The owner of a unit shall be held personally responsible for its tenant's violations of the Rules, and all actions of the occupants of the Unit, including liability for costs associated with the negligent actions of its tenants and/or occupants. In the event that legal action is commenced in order to enforce the Act, the Declaration and the Rules, the owner shall be responsible for the costs of such legal enforcement.

R10 - ENFORCMENT/FINES

1. A system of fines has been established to ensure compliance with the Rules of the Corporation. The Board believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other. If the violator is not a unit owner, the owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The unit owner is ultimately responsible for all fines and to rectify the issues.
2. The Board may impose fines for violation of any of the above Rules, according to the following schedule:
 - a. 1st violation, after written warning \$50.00
 - b. Repeated violation \$100.00
3. The Board may not impose any fine or infringe upon any rights of a unit owner for violations of the Rules until the following procedures have been complied with:
 - a. If a violation of the Rules is alleged in a written complaint to the Board, the Board will notify the alleged violator and the owner if the unit is being rented in writing to cease and desist from the violation. This notification will include;
 - 1) the nature of the alleged violation;
 - 2) the action required to remove the violation, and;
 - 3) notification of a grace period of five (5) days, within which the violation may be remedied without penalty. Should the violation continue beyond the grace period, or occur again within the following six (6) months, a fine will be imposed.
 - b. The violator may request a hearing within ten (10) days after imposition of the fine. The request must be made in writing and be addressed to the Board. The hearing shall be held in executive session (that is, a closed session) of the Board, and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Board, and the Board will decide, based on the available information regarding the alleged violation, whether or not any fines and/or penalties should be lifted.
 - c. If a violation is repeated within six (6) months of the first notice, a fine will be imposed without a grace period.
4. A fine will be applied to the unit owner regardless of whether the violator is the unit owner, a tenant, a guest or a household member. The payment of a fine does not relieve the offender of the obligation to correct the violation. If the Corporation incurs expenses to correct the violation, this expense will be applied to the unit owner, as stated in Rule R1. If the bill is not paid by the unit owner, a further fine may be imposed.

R11 - ADDITIONAL RULES / BREACH OF RULES

1. In accordance with the Act, the Board may pass further Rules respecting the use of the common elements and units or any of them to promote the safety, security or 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. The owners may at any time after a rule becomes effective amend or repeal a rule at a meeting of owners duly called for that purpose.

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2. Failure of the Board or the company managing the affairs of the Corporation to enforce any rule on any occasion or occasions shall not be construed as a change in the Rules or as permission to continue or repeat a breach of such rule.
 3. Each of the Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of the Rules shall not impair or affect in any manner the validity, enforceability, or effect of the remaining part of the Rule (if applicable) or of the Rules, and in such event, the other part of the Rule 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.

SCHEDULE A

Tenant's Letter of Undertaking

I/we, _____, covenant and agree that I, the members of my household and my guests from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, 1998 the Declaration and the By-laws, and all Rules of the Condominium Corporation, during the term of my tenancy.

I/We acknowledge receipt of the Declaration, By-Laws, and Rules of the Corporation.

I/We intend to occupy the Unit with the persons named as our principal residence for the stated term of the Lease and for no other purpose and I/we acknowledge that only those persons named herein will be entitled to reside in the Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Unit contravenes the provisions of Declaration, By-laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the *Condominium Act, 1998*.

We are responsible for the actions of any occupant and agree to carry liability insurance.

DATED at _____, this ____ day of _____, 201__

Signed by _____

Name _____

Signed by _____

Name _____

Unit No. _____

Tel. Home _____

Tel. Work _____

No. of Occupants in Unit

Adults _____

Children _____

Pets _____

SCHEDULE B

Form 5

Condominium Act, 1998

SUMMARY OF LEASE OR RENEWAL
(clause 83 (1) (b) of the *Condominium Act, 1998*)

TO: Ottawa-Carleton Standard Condominium Corporation No. 700

1. This is to notify you that:

	<u>a written</u>	<u>oral</u>	(circle appropriate)
	<u>lease</u>	<u>sublease</u>	<u>assignment of lease</u> (circle appropriate) OR
a renewal of a	<u>written</u>	<u>oral</u>	(circle appropriate)
	<u>lease</u>	<u>sublease</u>	<u>assignment of lease</u> (circle appropriate)

has been entered into for:

Unit(s) _____, Level(s) _____ *(include any parking or storage units that have been leased)*
on the **following terms**:

Name of lessee(s) (or sublessee(s)): _____

Telephone number: _____

Fax number, if any: _____

E-Mail Address: _____

Commencement date: _____

Termination date: _____

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

Other information: _____
(at the option of the owner)

2. I (We) have provided the *(strike out whichever is not applicable: lessee(s), sublessee(s))* with a copy of the Declaration, By-laws and Rules of the condominium corporation.

3. I (We) acknowledge that, as required by subsection 83 (2) of the *Condominium Act, 1998*, I (we) will advise you in writing if the *(strike out whichever is not applicable: lease, sublease, assignment of lease)* is terminated.

Dated this _____ day of _____, 20____.

signature of owner(s)

(print name of owner(s))

(In the case of a corporation, affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.)

(address)

(telephone number)