



Condominium Management Group

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July 12, 2024

**Ann Manor  
Carleton Condominium Corporation No. 74**

**NOTICE OF AMENDED C.C.C. 74 RULES AND REGULATIONS**

Attached you will find the updated Rules for Ann Manor, C.C.C. 74, a resolution to adopt these new rules was passed at a Board of Directors' meeting held on the May 28, 2024, pursuant to section 58 of the Condominium Act 1998.

As per the previous correspondence provided to owners on June 6, 2024, this notice is to confirm that the amended rules have passed and have taken effect as of July 6, 2024.

A copy of the updated Rules and Regulations are attached.

This will serve as notice that, in accordance with sections 58(6) (c) and 58(7) of the Condominium Act 1998, that these rules have taken effect as of July 6, 2024.

If you are currently renting your unit, please ensure your tenants receive a copy of the amended rules and regulations. Please also note that owners are responsible for providing the condominium corporation with copies of rental agreements (Form 5) as well as the tenant contact information whenever the unit is leased.

Regards,

Elizabeth Marples

*Property Manager*

*"As agents for CCC 74"*

[lmarples@condogroup.ca](mailto:lmarples@condogroup.ca)

Tel: 613.237.9519 ext. 231

After Hours Emergency CMG 613.762.5704

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434 Queen St., Ottawa, ON K1R 7V7

Tel: 237-9519 Emergency: 762-5704 Fax: 237-3533 E-mail: [cmg@condogroup.ca](mailto:cmg@condogroup.ca) Web: <http://condogroup.ca>

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A division of 1258963 Ontario Inc.

CONDOMINIUM CORPORATION NO. 74  
("the Corporation")

**CONDOMINIUM RULES**

[Date of Board Resolution May 28<sup>th</sup>, 2024 &  
passed July 6, 2024]

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## **Introduction**

The following Rules respecting the use of the common elements, assets, and/or 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, assets and/or other units. All Owners are obligated to comply with these Rules in accordance with the provisions of the Act. Previous Rules of the Corporation are deemed to be amended, as necessary, by these Rules.

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

## **Definitions**

Any words and phrases which are defined in the *Condominium Act, 1998* (as amended from time to time), or the Regulations thereunder or any successor thereto, (“the Act”) shall have ascribed to them the meanings set out in the Act. The obligations of “Owners” under these Rules apply equally to all occupants of the units.

### **1. General**

- 1.1 Any losses, costs or damages incurred by the Corporation because of a breach of these Rules by any Owner, their family, guests, servants, agents, tenants, or occupants of their unit shall be borne by such Owner (and added to the Owner’s common expenses) 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:
  - (i) All legal costs incurred by the Corporation to enforce, or in attempting to enforce, the Act, Declaration, By-laws or Rules;
  - (ii) Any failure by the Owner, or by an Occupant or Guest of the Owner’s unit, to pay any service fee or user fee that is due or owing under the terms of any of these Rules; and
  - (iii) A \$75.00 administration fee, payable to the Corporation, for any violation that continues after initial notice has been sent, and further administration fees of \$75.00 per month for each month during which the violation continues or is repeated;
- 1.2 Owners are obligated to take all reasonable steps to ensure compliance with these Rules by all members of the Owner’s family, as well as all guests, servants, agents, tenants, and occupants of the Owner’s unit.
- 1.3 No restriction, condition, obligation, or provision contained in any Rule or Rules of the Corporation shall be deemed to have been abrogated or waived because of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

- 1.4 Each of these Rules shall be deemed independent and severable. 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.
- 1.5 If a Rule is inconsistent with the provisions of the Declaration or By-Laws of the Corporation, the provisions of the Declaration and By-Laws shall prevail, and the Rule shall be deemed to be amended accordingly.

## **2. General Prohibitions**

- 2.1 No Owner shall do anything, or permit anything to be done, on the property that is contrary to any Provincial or Federal Statute (including Canada's Criminal Code), Municipal By-law, or any Rules, Regulations, or Ordinances passed under any Statute or Municipal By-law.
- 2.2 Apart from Home-Based Businesses permitted by the municipal zoning by-law, residential units shall not be used for business or commercial purposes.
- 2.3 No Owner shall do or permit anything to be done in their unit or bring or keep anything therein which in any way will:
- (i) increase the risk of fire or the rate of fire insurance on the building or property kept herein;
  - (ii) obstruct or interfere with the rights of other Owners, or unreasonably injure or annoy them;
  - (iii) conflict with the *Fire Code* or other laws relating to fire or with the Regulations of the Fire Department or with any insurance policy carried by the Corporation; and
  - (iv) conflict with any Rules or ordinances of the Board of Health, statute, or municipal by-law.

## **3. Access (Special)**

- 3.1 A fee of \$50.00 is payable to the on-duty superintendent (cheque or money order, payable to Carleton Condominium Corporation #74) if they are requested to open a door for a resident after normal business hours.

#### **4. Air Conditioners**

4.1 Window Air Conditioners are prohibited.

#### **5. Alcohol on Common Elements**

5.1 Consumption of Alcohol is not permitted on the common elements, except as follows:

- (i) Owners, Residents, and their guests may consume alcohol on their exclusive-use balcony.
- (ii) Owners, Residents, and their guests may consume alcohol when using the barbeque space.
- (iii) Alcohol may be consumed by an Owner, Residents, and their guests in the party room under certain conditions:
  - a. The Owner/ Resident must reserve the party room (with the Board's approval) for a private or exclusive function.
  - b. Only the Owner/ Resident and their specific invitees can attend; the general public is prohibited.
  - c. Alcohol can be stored in the party room during such a function.
  - d. A person (of at least 19 years of age) may consume alcohol at sanctioned events in the Common Elements but may not be intoxicated.
  - e. No alcohol shall be kept in the party room for this purpose except by the Corporation (for an event open only to Owners/Residents and hosted by the Corporation).
  - f. Any guest of an Owner shall always be accompanied by the Owner while in the party room. The Owner shall be entirely responsible for the behaviour and safe consumption of alcohol (in accordance with these rules) by the Owner and the Owner's guest(s).
- (iv) Alcohol shall not under any circumstances be sold (including the sale of tickets to be exchanged for alcoholic beverages, the sale of event tickets which include a right to acquire alcoholic beverages or any similar transaction that includes the direct or indirect purchase of alcoholic beverages) on the common elements.
- (v) Any other consumption of alcohol on the common elements requires the prior written approval of the Board.
- (vi) Owners and Residents are responsible for ensuring that if a licence is required to serve alcohol at their event, that they obtain the necessary licence and observe any conditions required by it.

**6. Antennae**

6.1 No 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 with the written approval of the Corporation. No cable shall be strung on any part of the common elements except with the written approval of the Board.

**7. Asbestos Etc.**

7.1 All residents are hereby notified that the Condominium Corporation has received an expert report that has revealed the presence of certain hazardous substances in certain locations on the common elements and in the units. The report is a **Designated Substance Survey (“DSS”)** prepared by CM3 Environmental on April 24, 2015.

7.2 The hazardous substances revealed by the DSS and their locations are shown in the Report, which is available from the Management Office.

7.3 Because the hazardous substances include asbestos, the Corporation’s consultant has also prepared an **Asbestos Management Plan (“AMP”)** for our condominium. Any resident can obtain a copy of the DSS and AMP from the Board or the Manager.

7.4 The consultant has also advised that the hazardous substances do not represent a health risk as long as they remain in good condition and are not disturbed (for example, during repair or maintenance work in the area in question).

7.5 All residents are required to:

- (i) Provide a copy of this Rule, the DSS, and the AMP to any worker hired by the resident to carry out any work on the property;
- (ii) Ensure that all workers hired by the resident to undertake any work on the property that may disturb Asbestos Containing Materials carry out the work following the AMP and have received the appropriate training specified in the AMP.
- (iii) Otherwise, fulfill the resident’s obligations under the *Occupational Health and Safety Act* (and Regulations).

**8. Auctions and Garage Sales**

8.1 No auction sales, yard sales, or garage sales shall be held on the property without the permission of the Board.



## **9. Balconies**

- 9.1 The Owner shall keep their balcony clean and tidy at all times.
- 9.2 No carpet, tile, or other flooring or material may be affixed to the balcony floor.
- 9.3 No items other than seasonal furniture are permitted to be kept on the balconies.
- 9.4 Seasonal furniture may be left on balconies for the winter, provided it is safely secured.
- 9.5 No barbecue, hibachi, or similar cookware can be used on the balconies.
- 9.6 Nothing shall be placed on the outside of windowsills, balcony railings, or other projections. No hanging or drying of clothes is allowed on balconies, and balconies shall not be used for storage, except for patio furniture during the winter. Outdoor carpets may also be stored on the balcony during the winter provided they are rolled up for the duration of the winter.
- 9.7 No mops, brooms, dusters, rugs, or bedding shall be shaken or beaten from any window, patio, or exclusive use area.
- 9.8 Owners and occupants must take appropriate care with moveable items (e.g., furniture, flowerpots, glass tops) due to the occasional high winds. Any loss, damage, or claim against the condominium corporation due to items leaving the balcony and any costs incurred by the condominium corporation in defending any claim will be collected from the unit Owner.
- 9.9 No feeding or attracting wildlife is allowed from balconies (e.g., no birdfeeders).

## **10. Barbecue**

- 10.1 All residents may use the barbecue located on the back patio.
- 10.2 Only charcoal and briquettes may be used. Charcoal briquettes and combustibles may not be kept in units, balconies, or lockers and must only be stored in the box provided beside the barbecue. Residents are encouraged to buy small packages of combustibles designed for single use.
- 10.3 Grills and instruments are kept under the sink in the laundry room. These should not be removed from Ann Manor. Residents who use the grills and the instruments must clean them before returning them to the laundry.
- 10.4 Residents must avoid drips and spills when carrying food to and from their units.
- 10.5 The superintendent will remove the ashes. In all other respects, residents who use the barbecue must ensure that the barbecue is left clean and that there is no litter in the patio area.

## **11. Bicycles**

- 11.1 The Corporation provides a limited number of interior bicycle racks for the exclusive use of regular bicycle riders resident in Ann Manor. An external bicycle rack is available for the temporary use of regular bicycle riders resident at Ann Manor and visitors and should not be used for the storage of rarely used/unused bicycles. Bicycles outside the building may not be attached to lampposts, benches, trees, fences, or similar structures.
- 11.2 Unused/rarely used bicycles should be stored in the Owner's storage locker on B1 or B2 or at an offsite location at the Owner's discretion.
- 11.3 All bicycles in the bicycle racks in the Parking Garage or outdoor bicycle rack for more than one (1) week must be registered with the Ann Manor office/ superintendent and have an approved Ann Manor bicycle tag attached. A maximum of two (2) regularly used bicycles per unit may be registered and parked in the Corporation's racks. Unregistered/untagged bicycles will be removed from the racks and disposed of following Board approval. For registered and tagged bicycles deemed by management to be rarely used/unused, Owners will be contacted and given 30 days to address the situation to management's satisfaction. Failure to do so will result in the bikes being removed and disposed of following Board approval. Owners who volunteer to have their bicycles disposed of can notify the Property Manager in writing, and the office will do the rest at no cost to the Owner/ Resident.
- 11.4 Bicycles are only permitted on the B1 and B2 garage levels, with entry/exit only through the main garage door. They are not permitted in regular parking stalls, the main lobby, corridors, stairwells, elevators, hallways, through hallway entrance doors to units, or on balconies.
- 11.5 The Corporation assumes no responsibility for loss or damage to bicycles parked in or attached to the bicycle racks. Owners are advised to have proper and adequate insurance on their bicycles. (\*including all other non-motorized personal transport vehicles or parts thereof).

## **12. Clothes Washers and Dryers**

- 12.1 Clothes washers and dryers are not allowed in the units or in or on any common element except for the designated Laundry Room.

## **13. Common Elements, Items On**

- 13.1 Nothing shall be placed on the outside of windowsills, projections, railings, or other external parts of the building(s) without the prior written approval of the Board.
- 13.2 No awnings, shades, shutters, screens, or blinds shall be erected over or on any exterior portion of the common elements, including any window, door, balcony, porch, or patio, without the prior written approval of the Board.

- 13.3 No hanging or drying of clothes is allowed on the common elements other than as designated in the building's laundry room(s).
- 13.4 No building, structure, hot tub, swimming pool, fence, tent, trailer, motor home, or camper, either with or without living, sleeping, eating accommodation, or cooking facilities, shall be placed, erected, located, kept, or maintained on the common elements including exclusive use common elements, without the prior written approval of the Board.
- 13.5 Generally, no unit Owner shall make any change to the common elements without the prior written approval thereto of the Board and subject to the Act and the Declaration.
- 13.6 No plumbing or electrical repairs or alterations within any unit shall be made without the prior written approval of the Board.
- 13.7 No articles or personal effects shall be placed or left or stored on the common elements except motor vehicles parked in accordance with these Rules and other articles permitted in accordance with the Act and the Corporation's Declaration, By-laws, and Rules. Other items may be placed or left or stored on the common elements only with the prior written approval of the Board.
- 13.8 No part of the common elements shall be used for the erection, placing, or maintenance of clotheslines or clothes trees, 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 approval of the Board.
- 13.9 Nothing shall be carried through the lobbies, hallways, and corridors that is likely to cause damage.
- 13.10 Nothing shall be thrown out of windows or doors.
- 13.11 The Board may remove any item on the common elements in contravention of these Rules at the risk and expense of the Owner of the item.
- (i) The Owner of the unit, from time to time, is entirely responsible for all modifications made to the common elements by the Owner, by an occupant, or by a previous Owner or occupant of the unit. Accordingly, the Owner of the unit, from time to time, is responsible for all maintenance, repair, and insurance related to such modification(s) and must fully and completely indemnify and save harmless the Corporation from any claims, expenses, or losses related in any way to the modification(s).
  - (ii) If an Owner sells their unit, the Owner shall, upon request from the purchaser, provide to the purchaser a written list of all modifications made to the common elements by the Owner, an occupant, or by a previous Owner or occupant of the unit.
  - (iii) When a unit is sold, it is the responsibility of the purchaser to determine what modifications have been made to the common elements by the vendor or a previous Owner or occupant of the unit and whether or not the Corporation has approved those modifications. [NOTE: Section 98 of the Condominium Act, 1998 applies only to modifications made on or after the date the Act came into force (May 5, 2001).]

- (iv) Any modifications made without approval of the Corporation must be reversed and the common elements restored to their original condition.

#### **14. Common Elements, Use of**

- 14.1 Only the occupants of the units and their invitees shall be entitled to use and enjoy the common elements and assets of the corporation, subject to the following. Owners who are not occupants shall be entitled to use the common elements and assets only to the extent reasonably required to allow landlords to exercise or fulfill their rights and responsibilities as landlords.

#### **15. Communications**

- 15.1 Subject to the exceptions noted below,

- (i) Wherever possible, Owners shall communicate with the Corporation/Board members about official business in writing only. Such written communications shall be sent via the Property Manager.
- (ii) Owners' communications must not be excessive or unreasonable.
- (iii) Owners shall be responsible for all costs incurred by the Corporation due to excessive or unreasonable communications from the Owner or any occupant of the unit.
- (iv) Owners shall not communicate with the Corporation's legal counsel, contractors, engineers, architects, or other agents or consultants.
- (v) Owners shall be responsible for all costs incurred by the Corporation due to any such communications with the Corporation's legal counsel, contractors, engineers, architects, or other agents or consultants.

- 15.2 Upon receipt of written communication from an Owner, the Corporation shall confirm receipt (in writing to the Owner) in a reasonable timeframe. The Corporation shall also respond to the Owner's communication in a reasonable timeframe following the Corporation's next Board meeting.

#### **15.3 Exceptions**

- (i) These communication rules do not apply in the case of an emergency.
- (ii) These communication rules do not prevent any communications specifically permitted or required by the Act or the Corporation's declaration, by-laws, and rules. For example:

The Act guarantees Owners certain rights to communicate with the Corporation's auditor.

Communications at meetings of Owners are, of course, generally oral communications.

- (iii) Owners may respond appropriately to any communications received by the Owner.
- (iv) Owners may communicate with the Corporation's legal counsel if the Owner's questions or concerns are not, or cannot be, reasonably addressed by the Board or the Manager.

**16. Corporation Employees [Superintendent(s) / Assistant Superintendent(s)]**

- 16.1 Under the terms of their employment, the Corporation's employees are permitted to perform work (whether free of charge or for payment) on behalf of residents. However:
- (i) Any such work must be performed outside the employee's hours of service under the employee's terms of employment with the Corporation.
  - (ii) In performing any work on behalf of residents, the said employees are NOT acting as agents or employees of the Corporation. The Corporation accordingly has no responsibility or liability whatsoever in relation to any of the said work performed for residents by the Corporation's employees.
  - (iii) The Corporation is, therefore, not to be contacted or otherwise involved when there are alleged problems with work performed for residents by the Corporation's employees.
  - (iv) Any resident who engages one of the Corporation's employees (to perform work for the resident) must satisfy themselves on all matters related to the engagement (including price, insurance, WSIB coverage, and all other terms of the engagement) just as they would when hiring any other worker.

**17. Damages**

- 17.1 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. The Corporation may recover them against such Owner in the same manner as common expenses.

**18. Driving Speed**

- 18.1 No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of the posted speed.

**19. Drones**

19.1 For the purposes of these Rules, a “Drone” means an unmanned, power driven aircraft that:

- (i) is not designed to carry persons or other living creatures;
- (ii) is mechanically driven or launched into flight; and
- (iii) is piloted remotely.

19.2 No unit Owner or resident shall use a drone on the property without written approval from the Board.

**20. Electrical Circuits**

20.1 Owners shall not overload existing electrical circuits.

**21. Electrical Decorations and Devices**

21.1 Solar lights are permitted on the balcony.

21.2 Exterior electrical decorations and devices that must be plugged may only be used while the occupants are in their units.

21.3 No one shall bring a natural Christmas tree into a unit.

**22. Entry into the Building, Unauthorized**

22.1 An Owner shall not permit anyone to enter the condominium building (including the underground garage) unless the Owner is satisfied that the person has authority or has been invited to enter the building. If an Owner suspects there is a trespasser on the condominium property, the Owner will immediately report this to the Corporation.

**23. Fences**

23.1 Owners shall not attach anything to any part of the fences on the property and shall not hang or place any article on any fence.

**24. Fire Code, Compliance With**

- 24.1 Each unit Owner shall ensure that the unit complies with all requirements of the Fire Code, including, but not limited to, ensuring that the unit contains working smoke detector alarms and working door closers.
- 24.2 Each Unit Owner shall assist the Corporation in taking reasonable steps to enforce this Rule by rectifying any smoke detector alarm and/or door closer deficiencies upon receipt of a written notice from the Board or the property manager.
- 24.3 The Owner shall indemnify and save harmless the Corporation from any costs, damages, claims, or expenses incurred by the Corporation by reason of their failure to satisfy the requirements of this Rule.
- 24.4 The Owner and tenant shall bear these responsibilities when a unit is leased.
- 24.5 No person shall store any flammable, combustible, explosive, or offensive goods, provisions, or materials on the property except charcoal kept in the outside box for that purpose beside the BBQ. Fireworks are not permitted on the property without the Board's written approval.

**25. Garage**

- 25.1 The Corporation will supply garage door openers to residents. Deposits are \$75.00 for each opener (cheque or money order, payable to Carleton Condominium Corporation #74), which will be refunded upon return of the garage door opener. The garage door openers remain the property of the corporation.
- 25.2 No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery, or equipment of any kind shall be parked on any part of the common elements other than in a designated parking space.
- 25.3 Residents parking in the garage must have a numbered red Ann Manor parking sticker affixed to the parked vehicle.
- 25.4 Renters of garage parking spots must have a yellow numbered Ann Manor parking sticker affixed to the vehicle so parked.
- 25.5 Residents with a numbered red Ann Manor parking sticker may park for no longer than two (2) hours in the visitor's parking lot.
- 25.6 Renters with a numbered yellow Ann Manor parking sticker may not park in the visitor's parking lot unless a valid parking notification card is also deposited.
- 25.7 Motorized vehicles not licensed for travel on public streets or highways (including "pocket bikes," mini-bikes, snowmobiles, and ATVs) are not permitted on the property except with the prior written approval of the Board.

## **26. Garbage and Recycling**

- 26.1 The garbage disposal chute is located on each floor across the corridor from the 02 units. Garbage bins for recyclable items and for other items that cannot be placed in the chutes are located outside the back door on the lobby level.
- 26.2 No garbage or debris of any type may be left in the hallways, stairwells, or outside garbage bins unless prior arrangements have been made with the superintendent.
- 26.3 The chute may only be used from 7:00 a.m. to 11:00 p.m.
- 26.4 The chute may not be used to dispose of recyclable material, bulky items, or items that may get caught in the chute, including boxes, bottles, newspapers, and any construction debris.
- 26.5 Garbage must be securely wrapped, and care must be taken to ensure that drippings do not stain hallway rugs.
- 26.6 Nothing may be left in the garbage chute rooms.
- 26.7 Recyclable items include coloured and clear glass, newspapers, soft plastic drink bottles, and cans. These must be placed in the appropriate recycle bins. Bottles and cans must be rinsed out. It is not necessary to remove labels. All recyclable waste must be sorted and disposed of in the appropriate recycling containers. Cardboard boxes should be cut or collapsed to maximize the space available in the bin. All recyclable material shall be recycled following municipality rules, which are posted on the *Garbage Room Doors*. No debris or garbage shall be left on the floor or on top of either bin.
- 26.8 Residents must make arrangements to dispose of appliances. No hazardous goods, unusually large items, appliances, furniture, packing cartons or crates, or other special or unusual waste (e.g., car batteries, oil, refrigerators, etc.) may be disposed of as part of the regular garbage pick-up. Arrangements must be made with the appropriate waste removal company to pick up any such special waste (at the Owner's expense).
- 26.9 Other large or awkward items should not be left for regular garbage pick-up unless prior arrangements have been made with the superintendent. If the superintendent has determined that these items may be collected with the regular pick-up, the items should be packed in manageable containers and brought to the garbage room or a place indicated by the superintendent.
- 26.10 Garburators:

Owners must not install or use in-sink or in-drain garbage grinders (commonly known as "garburators") or any other device that grinds garbage or food waste for delivery into the sewage system. The municipality prohibits such devices. Such devices can cause sewer back-ups and harm the sanitary drainage system.



**27. Hoarding**

27.1 For the purposes of this Rule, “hoarding” means the excessive acquisition or collection of items and/or the refusal or inability to discard items, resulting in the accumulation of items in the unit which may:

- a. prevent the proper cleaning and/or maintenance of the unit and/or any area of the common elements;
- b. increase the risk of pests being present in the unit;
- c. increase risks of harm or injury (to persons or property) during a fire, water escape, or other emergency;
- d. limit or reduce access to the unit and/or to any area of the common elements;
- e. limit or reduce egress from the unit and/or any area of the common elements; or
- f. otherwise, cause or increase the risk of harm or injury to persons or property.

27.2 Hoarding is not permitted.

27.3 If the Corporation discovers or believes (based upon available evidence) that an occupant may be hoarding, the Corporation may inspect the unit given reasonable notice is provided, in accordance with the Corporation’s rights to access the units. The Corporation may also invite public officials (e.g., the municipal Fire and/or Health Departments) to accompany the Corporation during the inspection. During the inspection, the Corporation may take photographs to record the condition of the unit. Any such photographs will be private and will solely be used by the Corporation only to address any hoarding in accordance with this Rule.

27.4 Depending upon the inspection results, the Corporation may take steps to address any hoarding by arranging to remove the hoarded items and/or by cleaning or other maintenance or repair of the unit. If items are removed from the unit as aforesaid, the Corporation will determine whether those items will be discarded or placed into storage. If any items are placed into storage, the Corporation will notify the Owner of those items, which notice will include a reasonable opportunity for the Owner to retrieve those items. If the Owner fails to retrieve those items in accordance with the Corporation’s notice, the Corporation may decide either to discard those items or to continue holding those items in storage (for a period to be determined by the Corporation).

27.5 All costs incurred by the Corporation because of, or in connection with hoarding, shall be deemed to be costs to maintain the unit and shall accordingly be added to the common expenses for the unit and collectible as such.

**28. Humidity**

28.1 Owners shall not allow the humidity levels in the unit to cause condensation, mold, mildew, or otherwise to result in harm to the property by:

- (i) Using kitchen and bathroom exhaust fans when appropriate;

- (ii) Opening windows to improve air exchange; and
- (iii) Using dehumidifiers when appropriate.

**29. Landscaping**

29.1 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, without the written approval of the Board.

**30. Laundry Room**

- 30.1 The Laundry Room(s) shall be used only to wash and dry laundry. All persons using the machines shall comply with the manufacturer's instructions. The Laundry Room is for the sole use of residents.
- 30.2 No clothes washers or dryers are allowed in the units or in or on any common element except the designated Laundry Room.

**31. Lock Boxes**

31.1 Lock Boxes may be used only by Realtors during the time of a 'For Sale' posting.

**32. Moving**

- 32.1 Written notice of all residential moves in and out of Ann Manor must be given to the Manager.
- 32.2 The notice must be given at least three (3) working days before the move.
- 32.3 A moving fee of \$75.00 (cheque or money order, payable to Carleton Condominium Corporation #74) must be submitted when notice is given. Where notice or payment is not given, the fee will be recovered from the unit Owner when management becomes aware of the move.
- 32.4 At the time of moving in, new residents will receive door fobs to gain access to the building through the front or rear entrances. There will be a charge of \$75.00 for each fob. The fobs remain the property of the corporation. At the time of moving out, leaving residents must return the fobs, at which time the funds paid will be reimbursed.
- 32.5 All moves, no matter how small (e.g., household furniture, appliances, waste from unit restorations, etc.), must be moved using the designated elevator using the back door on the lobby level.

- 32.6 Moving is permitted only between 8:00 a.m. to 6:00 p.m. on Monday to Saturday. Moving is not permitted on Sunday.
- 32.7 Only one (1) elevator may be used for moving. The superintendent will place the elevator on service and equip it with protective pads.
- 32.8 Residents are responsible for damages caused by moving in or out of Ann Manor. Where the unit is rented, and damages cannot be recovered from residents, they will be recovered from the Owner.
- 32.9 On moving day, residents moving in or out are responsible for contacting the superintendent or his replacement when they are ready to start the move. The superintendent will inspect the hallways and elevator with the resident or Owner of the unit before the move begins, and another inspection will be performed at the end of the move. The superintendent will immediately notify the Owner/Resident of any damage and will inform the Manager. The Manager will recover damages from the Owner/Resident.
- 32.10 Where Owner/Resident do not notify management and the superintendent, Owners will be held responsible for damages evaluated by management.

**33. Noise**

- 33.1 No one 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 unreasonably disturb the comfort or quiet enjoyment of the property by other Owners, their families, guests, visitors, servants and persons having business with them.
- 33.2 No noise, caused by any instrument or other device, or otherwise, which in the opinion of the Board may unreasonably disturb the comfort of the other Owners, is permitted.
- 33.3 All occupants shall be conscious about making noise that may unreasonably disturb other residents (e.g., musical instruments, radios, televisions, amplifiers, etc.). The use of power tools, hammers, drills, saws, etc., is restricted to the hours between 9:00 a.m. and 6:00 p.m., Monday through Saturday.
- 33.4 Household appliances may also disturb the comfort and quiet enjoyment of the property by other occupants if such appliances are operated during the night. Therefore, occupants should refrain from operating noisy appliances between 10:00 p.m. and 7 a.m.

**34. Notice to Corporation of Defects, Symptoms, or Accidents**

- 34.1 Owners shall give the Corporation prompt written notice of the following:

- (i) Structural, mechanical, or other defect affecting the property, including any defect in the water pipes, heating system or electrical systems, etc.;
- (ii) Accident occurring on or in relation to the property;
- (iii) Suspected problems, such as water penetration, water seepage or leakage, cracks, unusual sounds or noises, smoke, or odours; and
- (iv) Apparent unsafe or hazardous condition.

### **35. Party Room**

- 35.1 All Owners and Residents may use the party room, and it can be booked using the online form or through the superintendent.
- 35.2 An agreement must be signed at the time of booking in which the resident agrees to abide by the rules of conduct (see below) and to assume responsibility for any damages caused by guests.
- 35.3 There are no fees for use of the party room. Deposits of \$25.00 (cleaning fee) and \$75.00 (damage deposit) must be left with the Manager at the time of booking (cheques or money orders payable to Carleton Condominium Corporation #74 – no cash will be accepted). The Manager will determine whether the monies are to be refunded upon the superintendent's recommendation.
- 35.4 Any proposed room use other than conventional social activities must first be cleared with the Manager.
- 35.5 The resident must be in attendance and may not rent the room on behalf of others.
- 35.6 A maximum of 50 guests are allowed.
- 35.7 Noise and music are to be kept to a reasonable level.
- 35.8 The entrance door to Ann Manor and the party room must be kept closed.
- 35.9 Consumable supplies the Corporation keeps in the party room must not be used.

### **36. Pests**

- 36.1 For the purposes of this Rule, "pest" means any unwanted animal and includes beg bugs, cockroaches, mice, squirrels, and other vermin.
- 36.2 If an Owner or occupant discovers pests in the unit, the Owner/occupant shall immediately advise the condominium corporation so that the corporation can take the necessary steps to

remove and/or exterminate the pest, thereby preventing the pest from multiplying and/or traveling to other units or the common elements.

- 36.3 The removal and/or extermination of the pest may be part of the maintenance of the unit, falling within the Owner's responsibilities. Therefore, the Owner may be responsible for the cost of the said removal and/or extermination, and the cost may, therefore be charged back to the Owner by the condominium corporation.

### **37. Pets**

- 37.1 For the purposes of this Rule, "pet" means an animal that may be kept in a residence under the terms of the applicable by-laws of the municipality. Furthermore, Owners must comply with all by-laws of the municipality respecting animals, including pets.
- 37.2 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 as required by municipal by-laws, other statutes, or regulations. All Owners must comply with the by-laws of the municipality applying to animals. But in the event of any inconsistency between these Rules and the by-laws of the municipality, these Rules prevail.
- 37.3 Residents and their guests are allowed to have pets on the property.
- 37.4 In its absolute discretion, no pet deemed by the Board to be aggressive, or a nuisance shall be kept by any person in any unit or on 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 violate 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.
- 37.5 While using the indoor common elements (including in an elevator and stairwells), all pets must be on a short leash, carried, or transported in a pet carrier. While using the outdoor common elements, all pets must be held on a short leash and kept under close and careful control.
- 37.6 No pet is permitted in the recreational areas, exercise room, sauna or pool areas, laundry room, or party room.
- 37.7 All pet droppings on common elements are to be promptly removed by the pet owner. The pet owner is responsible for respecting the municipal "stoop and scoop" by-law.
- 37.8 All pets must be vaccinated in accordance with municipal or provincial laws respecting the same.
- 37.9 Balconies shall not be used as areas for litter boxes, dog runs, or exercise areas for the pet.
- 37.10 All pet owners shall promptly clean up any noticeable accumulation of hair from their pets on common elements.

- 37.11 Owners are responsible for all damage caused to persons or the property by their pet(s) and all costs incurred by the Corporation due to their pet(s). Such amounts (including any legal costs incurred by the Corporation in taking steps to enforce the Corporation's Declaration and/or Rules) are collectible in accordance with Article of the Declaration.
- 37.12 No breeding of pets is permitted on the property.

**38. Recordings**

- 38.1 No videotaping, photographing, or other electronic audio or visual recording of persons, conditions, or activities on the common elements is permitted without either:
- (i) the consent of the person(s) to be recorded; or
  - (ii) the written consent of the Board.
- 38.2 The common elements are under video surveillance (by video cameras installed by the Corporation). The video recordings are considered confidential and are viewed only by someone authorized by the Board and only for the following purposes:
- (i) To promote the safety, security, and welfare of the Owners and the property and assets of the Corporation; or
  - (ii) To prevent or identify (and assist with enforcement steps concerning) violations of the Act, Declaration, By-laws, or Rules.

The video surveillance recordings do NOT become records of the Corporation unless and until the Corporation decides that the recordings are to be kept in order to fulfill the Corporation's purposes noted above (and the Corporation accordingly adopts the recordings as records of the Corporation).

The said video surveillance is not carried out in any areas of the property where persons would reasonably expect privacy.

- 38.3 When deemed appropriate by the Board, recordings by the Corporation may be made available to the police or other relevant authorities.
- 38.4 Any permitted recordings are not to be shared on any social meeting platform or with other Owners unless permitted by the Board.
- 38.5 Doorbell Cameras (e.g., Ring, Nest) and Security Cameras are not permitted except with the permission of the Board.

**39. Records, Corporation**

39.1 The Corporation shall maintain records in accordance with the provisions of the *Act*. [All records of the corporation are herein called “records”.]

39.2 For clarity, the following are NOT records of the corporation:

- (i) Any recording of a meeting that is created and controlled by the meeting minute-taker.
- (ii) Email messages to or from the corporation’s Directors, Officers, Employees, and Manager, except to the extent that such email messages are appended to or mentioned in the Minutes of a Board Meeting, and except for any such email messages that form part of a Board decision or the implementing of a Board decision.
- (iii) Any draft documents, notes, or similar materials relating to a finalized record of the corporation, except for draft reserve fund studies (which in some circumstances may constitute records of the corporation).
- (iv) Notwithstanding the foregoing, the Board may decide (by Board resolution), concerning any item(s) listed above, that such item(s) WILL be considered records of the corporation for any purposes determined by the Board.

39.3 The Owners shall be permitted to inspect the records and take copies of the records in accordance with the provisions of the *Act*. However, an Owner who obtains a record must keep that record confidential and, therefore, must not disclose that record to anyone else.

39.4 As set out in the *Act*, Owners are not entitled to inspect certain records. Before an Owner (or an Owner’s agent) is permitted to inspect any of the records of the Corporation, the Corporation shall arrange for those records to be reviewed and for removal or “blacking out” of any records or information which the Owner is not entitled to inspect under the terms of the *Act*.

**40. Recreational Facilities, Use of**

40.1 Use of the recreational facilities and other amenities on the property is a privilege that may be lost in the event of **any** contravention of the Act or the Corporation’s declaration, by-laws, or rules. Without limiting the generality of the foregoing, such contravention may include the following:

- (i) the failure to pay any amounts owing to the Corporation;
- (ii) a contravention of the Corporation’s rules or posted directives respecting the use of any of the amenities;
- (iii) in the case of rented units, failure to comply with Section 83 of the Act or with any provision in the Corporation’s declaration or rules respecting tenancies and/or sub-tenancies; or
- (iv) any other contravention of the Act or the Corporation’s declaration, by-laws, or rules.

In the event of any such contravention [by an Owner or by the Owner's family member(s), visitor(s), agent(s), tenant(s), or occupant(s) of the unit] that continues after reasonable notice from the Corporation [which includes a warning that the privileges above may be lost if the contravention continues], the Board may suspend or terminate the privileges of the Owner or other occupant of the unit to gain access to, and/or to use, any or all of the following:

- The party room;
- The lounge;
- The workshop;
- The library;
- The sauna;
- The Barbeque; and
- The Backyard/patio.

#### 40.2 Workshop

- (i) The workshop, located on the B1 Level off the East corridor, is available for use by all Owners and Residents. The use of the Workshop is entirely at the user's risk.
- (ii) A workbench fitted with metal and woodworking vises and several sawhorses are provided. The users will supply other tools, equipment, and materials.
- (iii) The workshop is intended to be a safe area for recreational and small domestic repair projects. It is not to be used for storage, commercial, or business purposes.
- (iv) Tools and materials for ongoing projects may be left in the Workshop for a period not exceeding ten (10) days, providing that such items are carefully stored so as not to impede other users and are tagged with the Owner's unit number and the date. Items not properly stored, tagged, or left beyond the 10 day period without specific approval of the Superintendent and/or the Workshop Committee will be removed and/or discarded without further notice.
- (v) Users shall be considerate of other residents when sharing the use of the Workshop.
- (vi) At the end of each work session, ongoing projects must be organized neatly, all dust and debris must be removed, and paints, solvents, etc., must be sealed and placed where they will not spill or leak. Surplus wood may be left in the rack for common use. Other excess materials, such as particle board, pieces of metal, plastic, paint, etc., must be removed. Upon completion of a project, all tools, and materials must be removed from the workshop.
- (vii) Users must take effective measures to diminish noise, vibration, excessive dust, and fumes when working for an extended time and ensure that the exhaust fan is operating when sanding or paint and solvents are used. Lights and fans are to be switched off when not required.



- (viii) Any tools, equipment, and materials left in the workshop are solely done at the Owner's risk. The Corporation will not be responsible for theft, damage, or misuse of such items.

#### **41. Renovations/Work in Units**

- 41.1 No boundary wall, partition wall, floor, door or window, toilet, bathtub, wash basin, sink, heating, air-conditioning, exhaust, plumbing, ducting or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written approval of the Board, provided however, that the provisions of this subparagraph shall not require any unit Owner to obtain the approval of the Board for the purpose of painting or decorating, including the alteration of the surface on any unit and forming part thereof.
- 41.2 Approval must also be obtained by Owners from the Board before undertaking any renovation or repairs to their units that are major or noisy, and all renovations or repairs that would alter or affect common elements within a unit. Except for minor or insignificant work, a vote of the Owners is also required to alter any part of the common elements. The following are common elements located within a unit or adjacent to it:
  - (i) Concrete floors, ceilings, walls and columns;
  - (ii) Any part of the drainage system connected directly to the vertical waste and vent stacks between the units above and below a unit;
  - (iii) Any part of the plumbing system on the common side of the unit shut off valves;
  - (iv) Any part of the electrical system on the common side of the unit entrance panel, including the panel itself but not the individual breakers;
  - (v) The telephone cable going to other units; and
  - (vi) The fire announcement speakers and all the attached wires.

Note: also that balconies and parking spots are exclusive use common elements.

- 41.3 In seeking approval, Owners must provide the following information:
  - (i) Nature of the work to be undertaken;
  - (ii) The details of the work to be undertaken if the work entails modifications or replacement to plumbing or electrical elements or affects same in any manner;
  - (iii) The details of the work to be undertaken where work is done upon common elements (the boundaries of the units are described more precisely in Schedule C to the Declaration);
  - (iv) Whether the work will require that the water be shut off; and
  - (v) The date at which the work will begin and the expected duration.

- 41.4 The plans and specifications pertaining to any addition, alteration, or improvement made to common elements and units must be filed with management and kept in the Corporation's records.
- 41.5 Renovation Request Online Form: You may use the online form, available in the Owner's section of the Ann Manor website, to submit a request for renovation.

When providing written approval according to the above provision, the Corporation may impose such terms or conditions as the Board considers appropriate in each case. However, the following conditions shall apply in every case:

- (i) Any work that requires the approval of the Corporation shall be carried out only by properly qualified and licensed contractors or tradespersons who have adequate liability insurance to cover any damage they may cause. Upon request, the Owner shall provide written proof to the Corporation, reasonably satisfactory to the Board, that the contractor or tradesperson meets these requirements.
- (ii) Upon request, the Owner shall provide drawings and specifications for the renovation that are reasonably acceptable to the Corporation.
- (iii) Before, during, or after the renovation, the Corporation may require that the Owner obtain permits or professional certifications as the Board may deem appropriate.
- (iv) The renovation shall comply with all municipal, provincial, and federal legislation, including all municipal By-Laws and building regulations.
- (v) The Owner must ensure that:
  - a. The renovation will not negatively impact the units belonging to other Owners;
  - b. The renovation will not increase costs to other Owners or the Corporation;
  - c. The Corporation will incur no expense (concerning the renovation);
  - d. If the renovation involves a potential change to the structure of the building, an engineer must certify that it will not affect the structural integrity of the building; and
  - e. If the renovation includes a change to any part of the common elements, the Owner must first comply with all the Corporation's requirements applicable to common element modifications, including all requirements of Section 98 of the Act.
- (vi) The renovation shall be carried out at the sole risk and expense of the Owner.
- (vii) The renovation shall not be considered to be part of the standard unit. In other words, the renovation shall be a unit improvement.
- (viii) The Owner must cover any costs, expenses, or damages the Corporation faces due to a breach of the agreement or related to renovation work. This includes expenses to remove the renovation for the Corporation's access and to reinstate it if the Owner desires, with no obligation for damage caused during this access.
- (ix) If the Owner contravenes any of the provisions of this Rule, the Corporation shall be entitled, upon reasonable notice to the Owner, to remove the renovation and restore the

property to its previous condition. All costs and expenses associated with such removal and restoration shall be the Owner's responsibility and shall be payable by the Owner to the Corporation. They will be added to the Owner's common expenses and collectible as such

- 41.6 At least 48 hours before beginning renovations or major repairs, the Owner must notify, in writing, the residents of the adjoining units and those units situated immediately above and below of the nature of the work that will be undertaken, its beginning date, and its expected duration.
- 41.7 Unless prior approval has been obtained from the Board based on exceptional circumstances, renovations and major repairs shall only be carried out from Monday to Saturday, from 8:00 a.m. to 6:00 p.m.
- 41.8 Minor repairs and maintenance, i.e., any work of a maximum duration of two (2) hours performed by a resident, may be carried out from Monday to Saturday between 8:00 a.m. and 10:00 p.m. and on Sundays between 8:30 a.m. and 10:00 p.m., in addition to those hours noted above. Minor repairs and maintenance that involve noise must be completed before 6:00 p.m.
- 41.9 Only in the case of an emergency where the work is required to prevent further damage should renovation, repair, or maintenance work be carried out in a unit outside of the above-mentioned hours for those types of work.
- 41.10 Work on the electrical or plumbing systems may only be carried out per the appropriate code(s). Note that the codes for multiple dwelling units like ours differ from those for single-family homes.
- 41.11 Anchors or fasteners installed in the concrete structure (concrete slabs, walls, columns) must utilize concrete screws. All drilling for anchors or fasteners must be done using a rotary impact drill only.
- 41.12 No core drilling (defined as work that entails the removal of portions of concrete rather than regular drilling) is allowed or will be approved by the Board without the written approval of an engineer retained by the Corporation, the cost of which is to be borne by the Owner.
- 41.13 The minimum spacing of anchors/fasteners must be as specified by their manufacturer but must not be spaced less than four (4) inches between centres for concrete screws and eight (8) inches between centres for anchor bolts.
- 41.14 Water-saving (low-flush) toilets:
  - (i) When a toilet is being replaced, all Owners are obligated to install water-saving (low-flush) toilets.
- 41.15 Flooring:
  - (i) Hardwood flooring and ceramic flooring installed after August 12th, 2002, must be installed over a soundproofing membrane meeting FSTC 58 (ASTM E-413) and FIIC 60 (ASTM E- 989) specifications, roughly equivalent to 1/4 inch of foam rubber or

superior material. Hardwood flooring may not be nailed, screwed, or bolted to the concrete floor.

- (ii) Any Owner wishing to install hard flooring in a unit shall first obtain the written approval of the Board using the renovation form. The Owner shall apply for such approval in writing, providing a detailed description of the steps the Owner would take to meet the requirements of this Rule. Any resulting approval from the Board shall confirm the permitted flooring assembly to be installed. The Owner shall also provide documentary proof (e.g., contracts, invoices, receipts, or other documentation requested by the Board) of the proposed and/or installed flooring assembly that is satisfactory to the Board.
- (iii) The hard flooring installation must be carried out only in accordance with the Board's written approval.
- (iv) Interpretation
  - a. For the purposes of this Rule:
    - (1) "flooring assembly" means all flooring components above the concrete floor slab, including the sub-floor, underlayment, and surface flooring;
    - (2) "flooring installation" means the removal and replacement of all or part of a flooring assembly in a living area;
    - (3) "Living areas" include living rooms, dining rooms, bedrooms, kitchens, dens/studies, bathrooms, entries, hallways, storage rooms,
- (v) Flooring Installation
  - a. The flooring installation must be completed in strict compliance with this Rule and the Board's decision (including any additional conditions imposed by the Board as part of the decision).
  - b. A qualified installer must also carry out the flooring, using proper installation methods and procedures to maximize the FIIC of the particular flooring assembly.
- (vi) Non-compliance
  - a. If the Board, in its reasonable discretion, at any time determines that any flooring installation or flooring assembly (installed after the date of this Rule) is not in compliance with this Rule, the Board may ask the Owner to reverse the flooring installation or remove the flooring assembly and reinstate the floor to its previous condition, with reasonable haste. If the Owner does not comply, the Corporation can arrange this work at the Owner's risk and expense. In that case, all the resulting costs will be added to the Owner's common expenses and shall be collectible.

- 41.16 Owners are responsible for the disposal of construction and renovation waste. Such waste shall not be left for regular pick up unless prior arrangements have been made with the superintendent. When the superintendent has determined that construction or renovation waste may be picked up as part of the regular pick up, the waste should be packed in a manageable format and brought to the garbage room.
- 41.17 Arrangements must be made with the superintendent and/or management to book and pad the service elevator when the elevator will be required to move equipment and/or construction material.
- 41.18 The Owner is solely responsible for damages caused to common elements, the Owner's unit, or any other unit due to renovations or repairs or of the work done at that occasion.
- 41.19 General:
- (i) The Owner shall give all required notices and comply with all laws, ordinances, rules, regulations, codes, and orders of all authorities having jurisdiction which are or become in force during the performance of any work in the Owner's unit and which relate to the work, the preservation of the public health and construction safety.
  - (ii) The Owner shall comply with workers' safety and insurance legislation and shall also be responsible for fulfilling all obligations as employer and constructor under occupational health and safety legislation in relation to any work in the Owner's unit. [Without limiting the generality of the foregoing, the Owner shall obtain a current WSIB clearance certificate (for any contractor engaged by the Owner) before commencing the work and shall obtain an updated WSIB clearance certificate (for the contractor) as required during the work (i.e., whenever any such certificate expires).]
  - (iii) For any work in the Owner's unit requiring a Building Permit or any other permit(s) required by Federal, Provincial, or Municipal law, the Owner shall promptly provide copies of such permits to the Corporation.
  - (iv) Owners shall ensure that the common elements are kept free and clear of any dust, dirt, debris, construction materials, etc., arising from any work in their units. If construction materials or debris must be removed from the unit, the Owner shall make arrangements with the Corporation for proper removal of such materials, using the appropriate elevator for this purpose, and such removal shall take place only at a time or times approved by the Corporation.
  - (v) Construction materials or debris (including wood, carpet, under pad, cement materials, etc.) must not be placed in the garbage chutes or the building's garbage bins. The Owner must arrange for such construction materials or debris to be separately removed from the property by other means.
  - (vi) Owners must not carry out sawing, sanding, grinding, or other work that may create noise or dust on a balcony or elsewhere on the common elements.

- (vii) Work in a unit that may create any noise that can be heard elsewhere on the property (including the use of power tools, hammers, drills, saws, and similar items or any sort of hammering, drilling, chopping, pounding, or chipping) is prohibited between the hours of 10:00 p.m. and 8:00 a.m. on weekdays and Saturday and 8:30 a.m. Sundays and statutory holidays.
- (viii) Owners must, in any event, ensure that any work in their units is completed with reasonable haste to reasonably limit the duration of the disturbance.
- (ix) Furthermore, the renovating Owner shall indemnify and save harmless all other Owners and the Corporation from any costs, expenses, damages, or claims (which they may suffer or incur) as a result of the work. The renovating Owner shall also fully reinstate any damage caused to the common elements and/or any other units during the work.

41.20 Any structural, plumbing, or electrical work carried out in a unit shall be carried out only by properly qualified and licensed contractors or tradespersons with adequate liability insurance to cover any damage they may cause. A licensed plumber must install unit dishwashers. Upon request, the Owner shall provide written proof to the Corporation, reasonably satisfactory to the Board, that the contractor or tradesperson meets these requirements.

#### **42. Sidewalks, etc.**

The sidewalks, passageways, hallways, lobby, walkways, driveways, and similar features 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. These areas shall not be obstructed by any of the Owners or used by them for any purpose other than for entering/exiting to and from their respective units.

#### **43. Signage**

- 43.1 The Board must approve all post signs, advertisements, or notices before posting. A copy of the item to be posted must be submitted to the Board through the Property Manager. The approved item to be posted will be dated and signed by the Property Manager or a Member of the Board before posting. Under no circumstances will a message be approved if, at the Board's discretion, the message may cause offence or harm to anyone.
- 43.2 Signs, advertisements, or notices are normally posted on the Bulletin Board in the Laundry room. If the applicant wishes the item(s) to be posted in different locations, they must indicate the exact location(s) and the reason for posting it there. This issue will be considered in the Board's decision.
- 43.3 Items may be posted for:

- (i) The duration of their applicability – e.g., no duration limit for ongoing activities (i.e., Book Club, Knitting, French language discussion group, etc. looking for new members) or services being provided for residents (i.e., Grocery Bus); or
- (ii) Until the event is finished (i.e., bake sale at a local church)

43.4 Applications may only be made by either Owners or full-time residents of 71 Somerset St. W.

43.5 Each item must have the name of the applicant.

43.6 For ‘For Sale Open Houses’ two signs will be allowed: one on the 71 Somerset St. W. side of the building and the other on the 50 Cooper St. side. They can be posted only on the day of the event and can be no larger than two (2) feet by three (3) feet.

43.7 In addition, the Board may remove any message that the Board determines, in its absolute discretion, to be contrary to the Corporation’s best interests.

#### **44. Smoke and Odours**

44.1 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 other units (thereby causing discomfort to other residents of the building). Owners shall make reasonable use of exhaust fans to avoid such migration of smoke and odours. If necessary, Owners shall acquire and operate air filters or purifiers in their units to avoid such migration of smoke and/or odours from their units. Owners may also need to open their windows to prevent or minimize the transfer of smoke or odours to other units or the common elements.

#### **45. Smoke Detectors, CO Detectors**

##### **Corporation Inspects and Tests Annually**

45.1 Applicable codes (including the *Fire Code*) require that smoke alarms/detectors be installed and maintained in dwellings and that there be functioning closers for certain dwelling entry doors. Carbon Monoxide (CO) Detectors (or combination smoke alarm / CO Detectors) are also required near the bedrooms in all units. In our condominium, these features (smoke alarms / CO Detectors/door closers) are part of the units and, accordingly, must be maintained and repaired by the unit Owners.

45.2 The Corporation shall conduct annual inspections and testing of these features (smoke alarms / CO Detectors/door closers) to confirm that Owners are fulfilling their repair and maintenance obligations described above. During or following these inspections/tests, the Corporation shall make any necessary repairs to, or replacements of, these features. In such cases, each Owner shall be deemed to have consented to have the repairs done, and the cost of such repairs shall be

added to the Owner's contribution towards common expenses. Owners shall otherwise repair and maintain these features (including any required maintenance and repairs between the Corporation's inspections noted above).

- 45.3 The Corporation or any person authorized by the Corporation may enter any unit, upon reasonable notice, to perform the objects and duties of the Corporation described in this Rule. Owners shall not refuse such entry. If an Owner does refuse such entry, the Owner shall be entirely and exclusively responsible for any losses, costs, damages, or claims incurred.

#### **46. Smoking**

**Effective Date of these Rules is October 14, 2018.**

- 46.1 Introduction: The following Rules respecting the use of the 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 other units. The Corporation may pass additional Rules or amend or delete existing Rules from time to time in accordance with the Condominium Act, 1998.
- 46.2 Definitions: Any words and phrases which are defined in the Condominium Act, 1998 (as amended from time to time), or the Regulations thereunder or any successor thereto, ("the Act") shall have ascribed to them the meanings set out in the Act.
- 46.3 Recitals Respecting Smoking: whereas,
- (i) Second-hand smoke is known to drift through walls, openings in walls, and through ventilation systems and contaminate air in common areas and individual units. It is not reasonably possible to completely prevent this migration of smoke.
  - (ii) Second-hand smoke is known to be harmful to human health and/or to cause disturbance to many people. Furthermore, smoke is known to linger in contents and fixtures for significant periods.
  - (iii) Smoke can also increase the risk of fire, and smoking can also result in added debris (such as butts) on the property.
  - (iv) Condominium corporations have a duty to take reasonable steps to address the risks of second-hand smoke, and condominium corporations may otherwise pass Rules for the purposes set out in the Act.
  - (v) The Board has concluded that prohibiting smoking, as set out in these Rules, is a reasonable way to protect residents (and their guests) from the above-noted risks.



#### 46.4 General

- (i) Any losses, costs or damages incurred by the Corporation by reason of a breach of these Rules by any Owner, their family, guests, servants, agents, tenants, or occupants of their unit shall be borne by such Owner. They may be recovered by the Corporation against such Owner in the same manner as common expenses in accordance with the provisions of the Corporation's Declaration. 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 to enforce, or in attempting to enforce, the Act, Declaration, By-laws or Rules;
  - b. An administration fee of \$75.00 is to be payable to the Corporation for any violation that continues after initial notice has been sent, and further administration fees of \$75.00 per month for each month during which the violation continues or is repeated.
  - c. [Note: This administration fee represents actual costs reasonably estimated to be incurred by the Corporation due to a violation of the Act, Declaration, By-laws, or Rules and may be reasonably increased, from time to time, by Board resolution.]
- (ii) 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.
- (iii) 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.

#### 46.5 Additional Definitions

- (i) **Smoking:** Smoking includes the inhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, or other product containing any amount of tobacco, cannabis, shisha, incense, or other smoke-producing substance, or any other similar heated or lit product, and includes vaping and electronic cigarettes or any other activities that create smoke.
- (ii) **Cannabis:** Cannabis has the common meaning of that tenant under Ontario law and includes any plant belonging to the genus Cannabis as well as any of the preparations (such as marijuana or hashish) derived from a cannabis plant or any other substance containing chemicals (such as THC - Tetrahydrocannabinol) that are derived from a cannabis plant.

46.6 No Smoking on Common Elements:

- (i) Smoking is not permitted in, on, or around any part of the common elements, including all exclusive-use common elements.

46.7 No Smoking in Units

- (i) Smoking is not permitted in any unit except for those units whose residents have been grandfathered. Grandfathering is no longer available.

46.8 If permitted to smoke in a unit, the smoker must ensure that:

- (i) All windows and exterior doors are closed when smoking takes place inside the unit;
- (ii) The unit's exhaust fans are turned on while anyone is smoking in the unit, and
- (iii) Appropriate air filtering and/or purifying is installed to prevent second-hand smoke from entering neighbouring units or the common elements.

46.9 Cannabis

(i) Cannabis Growing

- a. No one is permitted to grow cannabis anywhere on the property (whether on the common elements or in any units) except as permitted by this Rule.
- b. No one is permitted to grow cannabis on the common elements without the written approval of the Board.
- c. A resident (meaning a specific resident who is permitted - not their guests or other occupants of the unit) may grow cannabis in the resident's unit, but only subject to the following:
  - (1) A resident is permitted to grow cannabis only if the resident has a medical need, and therefore a physician's prescription, for cannabis use. If requested by the Corporation, the resident will provide the Corporation with a copy of the prescription as well as such additional written evidence of the resident's medical need as may be reasonably requested by the Corporation;
  - (2) The cannabis growing must only be as necessary to meet the resident's personal needs for cannabis;
  - (3) The resident must give the Corporation prompt written notice that the resident is growing cannabis in the resident's unit.
  - (4) The cannabis growing must not create any risk of expense, harm, or injury to the property or to other residents [whether because of excessive humidity, excessive heat, excessive light, excessive consumption of

water and/or electricity, or for any other cause related to the cannabis growing]; and the cannabis growing must also not cause or result in any unreasonable nuisance or disturbance to other residents in the condominium.

- (5) The cannabis growing must otherwise comply with all federal, provincial, and municipal laws dealing in any way with the licensing and/or regulation of the growing of cannabis.
- (6) In accordance with the Corporation's rights to access the units (set out in the Act and/or the Declaration), the Corporation may enter the resident's unit at any reasonable time or times and, in each case, on reasonable notice, to inspect the growing of the cannabis.

(ii) Cannabis Smoking and Accommodations

- a. In any event, the resident must comply with this rule regarding smoking on the property (including smoking in the units). However, the Board may give written permission for a resident (meaning a specific resident who is permitted - not their guests or other occupants of the unit) to smoke cannabis in the unit after receiving proof, reasonably satisfactory to the Board, that (for Human Rights reasons) the resident needs to be able to smoke cannabis in the unit to reside in the unit.
- b. Where the accommodation relates to a disability pursuant to the Human Rights Code, the resident may be asked to provide written evidence from a physician or other health care professional sufficient to explain the medical need, including why the resident must smoke cannabis in the unit (rather than somewhere else); and also sufficient to explain why the cannabis must be smoked (rather than ingesting it or receiving it by some other means).]
- c. If permitted to smoke cannabis in a unit (as noted above), the smoker must take reasonable steps to ensure that the smoke does not migrate to the common elements or to other units (which could cause nuisance, disturbance, or harm to other residents of the building, or their guests). Without limiting the generality of the foregoing, the smoker must ensure that:
  - (1) All windows and exterior doors are closed when smoking takes place inside the unit;
  - (2) The unit's exhaust fans are turned on while anyone is smoking in the unit, and
  - (3) Appropriate air filtering and/or purifying is installed to prevent second-hand smoke from entering neighbouring units or the common elements.

#### 46.10 General

- (i) If the resident is not in compliance with any of the provisions of this Rule, or if the Board, acting reasonably, determines that the cannabis smoking is a nuisance or a disturbance or a source of harm, the smoker will, upon written request from the Corporation, immediately stop smoking in the unit.
- (ii) If the resident is not in compliance with any of the provisions of this Rule, or if the Board, acting reasonably, determines that the growing of cannabis in the unit is a nuisance or a disturbance or a source of harm, the grower will upon written request from the Corporation, immediately stop growing cannabis in the unit and will immediately remove all cannabis plants from the unit.
- (iii) Any permission to grow and/or smoke cannabis (as described above) ceases as soon as the need to do so (as also described above) comes to an end.

#### **47. Soliciting on the Premises**

- 47.1 Soliciting on any part of the common elements is not permitted, except for election campaigning, which is permitted by law.

#### **48. Temperature**

- 48.1 Owners shall ensure that their units are reasonably heated at all times. In any case, Owners must not allow the temperature in the unit to fall below Fifteen (15) degrees Celsius/Sixty (60) degrees Fahrenheit.

#### **49. Tenancy/Leasing**

##### 49.1 Introduction

- (i) The following Rules respecting the use of the 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 other units.
- (ii) The Rules of the Corporation are binding on each unit Owner and their family, visitors, agents, tenants, or occupants of the unit.

##### 49.2 Definitions

- (i) Owner: This shall include Owners, their families, visitors, agents, tenants, and occupants.

- (ii) 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.

#### 49.3 General

- (i) Any losses, costs or damages incurred by the Corporation by reason of a breach of these rules by any Owner, their family, guests, servants, agents, tenants, or occupants of their unit shall be borne by such Owner. The Corporation may recover them 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 to enforce, or in attempting to enforce, these rules; and
  - b. An administration fee of \$75.00 is to be payable to the Corporation for any breach of these rules that continues after initial notice has been sent, and further administration fees of \$75.00 per month for each month during which the breach continues.
- (ii) No restrictions, condition, obligation, or provision contained herein 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 that may occur.
- (iii) 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.

#### 49.4 Tenancies

- (i) For the purposes of Article IV(1)(a) of the Declaration, the phrase "private single- family residence" shall specifically prohibit:
  - a. Hotels or boarding or lodging house use:

The disposition of an Owner’s or resident right to occupy the residential unit whereby the party or parties acquiring such interest or right are entitled to use or occupy the unit on a transient use basis or under any arrangement commonly known as time-sharing.
  - b. Any transient use of the units, including, but without limiting the general meaning, more than one (1) short-term use or occupancy of a particular unit, including any such use or occupancy by persons other than the registered Owner of the unit except

for bona fide guests of the Owner, for less than six (6) months in any particular period of twelve (12) consecutive months.

- (ii) A lease or tenancy shall be for an initial term of not less than six (6) months, except that a lease may be for an initial term of less than six (6) months when it is the bona fide intention of the Owner to, upon the expiration of the term, promptly thereafter complete a sale of the unit or take occupancy of the unit.
- (iii) All tenancies for units shall be in writing.
- (iv) Note: With reference to sections (i) and (ii) of this rule, every Owner is fully entitled to lease their residential unit for a single period of less than six (6) months in any period of twelve consecutive months. For example, a retired couple who chose to spend four (4) months in the South could lease the unit during their absence. As another example, a businessperson assigned for a short term (e.g., a three (3) month contract) to a location outside the city could lease their unit during the assignment period.

## **50. Trespassing**

- 50.1 The condominium property is private. Only Owners, residents, their families, and guests are permitted on the property.
- 50.2 Furthermore, where any non-resident conducts any activity on the property prohibited by the Act or the Corporation's Declaration, By-laws, or Rules, this shall be considered a trespass under the *Trespass to Property Act*.
- 50.3 Where the Board determines any non-resident to violate the Act or the Corporation's Declaration, By-laws, or Rules, the Board may decide that the non-resident is no longer permitted to attend at the property. In that case, the Board can send notice to the non-resident (and to any resident who might invite the non-resident to attend at the property), advising that the non-resident is not permitted to attend at the property and that any such attendance at the property by the non-resident would be considered a trespass for purposes of the *Trespass to Property Act*.

## **51. Unit, Vacant**

- 51.1 Whenever a unit will be vacant for more than seven (7) consecutive days, the Owner must take the following steps:
  - (i) Water Shut-Off: Each unit has shut-off valve(s) that supplies cold and/or hot water to the unit. [Please speak to the Manager or the Superintendent if you do not know where the valve(s) is/are located.] Whenever the unit will be vacant for more than seven (7)

consecutive days, the Owner must shut off each of these valves (or arrange for these valves to be shut off).

- (ii) Inspections: Whenever the unit is vacant for more than seven (7) consecutive days, the Owner must thereafter arrange for someone to inspect the unit at least every seven (7) days during the winter (December to March) and once a month April to November. Furthermore, the Owner must provide written confirmation to the Corporation that such inspection(s) have been completed.
- (iii) Notice to Insurer: Also, before vacating the unit (for seven (7) consecutive days or more), the Owner must provide notice to the Owner's insurer of the anticipated vacancy period. It is also advised that the owner determine whether their insurer has any additional requirements.

51.2 Damages: The Owner is responsible for all damages, costs, or expenses suffered or incurred by the Corporation or any other Owner or resident due to the Owner's failure to comply with this Rule.

## **52. Units, Entry Into**

52.1 This Rule is supplementary to the Corporation's right of access outlined in the *Condominium Act, 1998*, and the Declaration.

- (i) Keys:

To facilitate the Corporation's rights to access the units, each Owner shall provide the Corporation with 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 (which requires the written approval of the Board), the Owner shall provide the Corporation with a key for the new lock. [Note: The Owner shall be responsible for any costs, damages, or expenses incurred by the Corporation due to the Owner's failure to comply with this Rule, including any extra costs incurred to gain entry to the unit as well as any damages suffered due to any delayed entry.]

- (ii) Entry:

The Corporation may enter any unit, upon reasonable notice, to carry out the Corporation's objects and duties. Note, however, that in the case of an emergency, the Corporation is permitted to gain immediate access to a unit (i.e., without prior notice) provided the Corporation provides notice to the Owner with reasonable haste after exercising such access.

- (iii) Regular Inspections:

The Corporation may also conduct "regular inspections" as follows:

- a. When a unit is sold or mortgaged, the Corporation may inspect the unit before issuance of a status certificate.
- b. The Corporation may conduct scheduled inspections and maintenance at pre-determined intervals each year. These inspections may be conducted for the following purposes:
  - (1) Assessment of the condition of components of the common elements or other conditions that may affect the common elements or other units;
  - (2) Visual review of any condition that might violate the provisions of the Act or the Corporation's Declaration, By-laws, and Rules; and
  - (3) Inspection of Smoke Detectors, Carbon-monoxide Detectors, self-closing door hinges, and other conditions that might contravene the *Fire Code*.

(iv) Unacceptable Conditions:

If, upon entry to a unit, the Corporation discovers any condition which contravenes the *Fire Code*, the Act, or the Corporation's Declaration, By-laws or Rules, the Corporation may:

- a. Take steps to remedy the condition at the expense of the Owner of the unit;
- b. Give notice of the condition to the Owner of the unit; and
- c. 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 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. Every Owner must make or arrange all necessary inspections to ascertain the condition of the unit and any such modifications to the common elements and then take any appropriate corrective action.

**53. Units, Use of**

- 53.1 Each unit shall be occupied and used only as a private single-family residence. Owners/Residents may also use their units to work from home or as a base from which to provide support and services to other Owners/Residents or those living outside Ann Manor, either gratis or for remuneration. Such activities are permitted only so long as they do not:



- (i) Require frequent visitation to Ann Manor by customers, suppliers, contractors, vendors or others who are not Owners/Residents of Ann Manor;
- (ii) Involve the shipment or delivery of high volumes of packages or materials; or
- (iii) Generate noise or activity that would cause a disturbance for other Owners/Residents.

#### **54. Vehicles**

- 54.1 No motor vehicles, other than private passenger automobiles, motorcycles, station wagons, or one-half ton pick-up trucks, shall be parked on any part of the property (including any part thereof of which any Owner may have the exclusive use). No motor vehicle shall be parked or driven on any part of the property other than on a driveway or parking space. Furthermore, parked vehicles must be located entirely within the boundaries of the parking space. Accordingly, they must not extend out into the general common elements (beyond the parking unit or parking space).
- 54.2 Propane or liquid natural gas vehicles may not be parked in the underground parking garage.
- 54.3 Motorized vehicles not licensed for travel on public streets or highways (including “pocket bikes”, mini-bikes, snowmobiles, and ATVs) are not permitted on the property except with the prior written approval of the Board.
- 54.4 All motor vehicles operated by Owners must be registered with the Manager. Each Owner shall provide the Manager with the licence numbers of all motor vehicles driven by residents of that Unit.
- 54.5 Each parking space shall be used only for parking (1) motor vehicle and not for any other purpose (including storage of other materials or items, such as tires).
- 54.6 No servicing or repairs shall be made to any motor vehicle or equipment of any kind (while on the property) without the expressed written approval of the Manager or the Board.
- 54.7 Designated Parking Spaces are not to be used for storage or any purpose other than parking 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 four (4) weeks. If not picked up by the Owner, the items will be disposed of. The Owner will be responsible for all storage, disposal, and administrative costs for said items.
- 54.8 A protective pad shall be placed beneath the kickstand of all motorcycles when parked in a parking space.
- 54.9 No vehicle shall be parked at any time in designated fire lanes, at the front or rear entrances, in the rear loading dock, or in other areas designated as “No Parking” zones.

- 54.10 The designated parking space user shall keep the space clean and free of materials or any condition likely to cause a nuisance, a hazard, any damage to the property, or any risk of fire.
- 54.11 Only road-worthy, plated, insured motor vehicles shall be kept on the property. Parking spaces are intended for operating vehicles; any cars, trucks, or other vehicles deemed to be abandoned or unsightly by the Board are not permitted on the property. All vehicles on the property must be in the proper state of repair and operating condition. Without limiting the generality of the foregoing, vehicles must not leak oil or other fluids.
- 54.12 Any vehicle that does not comply with these rules may be ticketed and/or towed at the risk and expense of the Owner of the vehicle.
- 54.13 No commercial vehicles of any kind are permitted to be parked on any part of the property except vehicles involved in a delivery, service call, or vehicles that have received the prior written approval of the Board.
- 54.14 On occasion, the Corporation may require that vehicles be removed from the indoor garage or the visitors' parking lot to perform maintenance, cleaning, or snow removal operations.
- 54.15 Owners are responsible for any parking violations by visitors to the unit.
- 54.16 All motor vehicles must be operated with proper care and attention while on the property. The Owner is responsible for any damage or harm to persons or property caused by a motor vehicle that they own or operate while on the condominium property. Any amounts owed by an Owner may be added to the Owner's common expenses and collectible as such.
- 54.17 Vehicle Information:
- (i) All persons who are permitted to use a parking space on the property (apart from visitor's parking) shall provide the following information to the Condominium Corporation:
    - a. Name of Owner
    - b. Unit Number
    - c. Make of car
    - d. Model of car
    - e. Colour of car
    - f. License plate number
- 54.18 Only those visitors with vehicles displaying an authorized handicapped sticker are permitted to park in handicap-designated parking spots.

## **55. Violence and Harassment**

- 55.1 The condominium property constitutes a "workplace" of the Corporation, as defined under the *Occupational Health and Safety Act*. Workplace violence and harassment (each as defined under

the *Occupational Health and Safety Act*) are prohibited. [The Corporation also has a policy respecting workplace violence and harassment.]

55.2 No one shall treat any other person with violence or harassment. Without limiting the generality of the foregoing, violence, and harassment (as defined below) are prohibited against the following persons:

- The members of the Board;
- All officers, employees, or agents of the Corporation;
- The Corporation's Manager and all representatives of the Manager;
- Owners and occupants of the units, as well as their guests, contractors, and other invitees (while on the property).

**"harassment"** means engaging in a course of vexatious comment or conduct against another person that is known or ought reasonably to be known to be unwelcome and includes sexual harassment.

**"violence"** means,

- (a) the exercise of physical force by a person against another person that causes or could cause physical injury to the other person,
- (b) an attempt to exercise physical force against another person that could cause physical injury to the other person, OR
- (c) a statement or behaviour that it is reasonable for another person to interpret as a threat to exercise physical force against the other person that could cause physical injury to the other person.

55.3 Violence or harassment also constitutes a breach of Section 117 (1) of the Act.

## **56. Water and Plumbing**

56.1 The water closets, toilets, sinks, bathtubs, drains, and other water fixtures and apparatus shall not be used for purposes other than those for which they are constructed, and no sweepings, garbage, rubbish, rags, ashes, or other inappropriate substances shall be thrown therein. Any damage resulting from misuse, or unusual or unreasonable use shall be borne by the Owner who caused such damage. [Without limiting the generality of the foregoing: No one shall flush anything other than toilet paper and human waste down toilets. Grease and cooking oil shall not be poured down any sink.]

56.2 Water shall not be left running unless in actual use. Owners shall take all reasonable measures to conserve water.

56.3 Owners shall keep their toilets (including the tanks and related devices) and faucets in a proper state of maintenance and repair so that they are watertight (when not being flushed). The Corporation may access the units to inspect or test the toilets or faucets for compliance with this rule. In the event of non-compliance, the Owner will take appropriate repair or maintenance steps

with reasonable haste. The Owner will also compensate the condominium Corporation for the cost of any excessive water consumption that may have resulted from the failure to maintain or repair the toilet faucet or related devices, as required by this rule.

**57. Windows**

- 57.1 All window coverings shall be curtains, vertical or horizontal blinds, wooden shutters, or another type of covering approved in writing by the Board (i.e., Flags, blankets, towels, or similar materials shall not be used as window coverings.)
- 57.2 No Owner shall apply or install any film coating or tinting to any window without the prior written approval of the Board (i.e., window films, coatings, or tinting may harm the window and/or void the window warranty.) Applying window films or tinting also constitutes an unauthorized modification to the common elements and/or failure to properly maintain the unit.
- 57.3 No awnings or shades shall be erected outside a window or balcony without the Board's written approval.
- 57.4 Nothing shall be placed on the outside of windowsills, balcony railings, or other projections.
- 57.5 Nothing shall be thrown out of the windows or doors of the buildings.

**58. Work by the Condominium Corporation**

**58.1 Impact upon Units and Personal Property**

- (i) When the Corporation performs work (including repair, maintenance, or alteration to the common elements), it may be necessary to (a) cause damage to one or more units, (b) move or remove parts of one or more units or fixtures of one or more units, or (c) move or remove personal property belonging to resident(s), to allow the Corporation to perform its work. In such circumstances, the Owners are responsible for unit improvements and all personal property belonging to residents of their units, and the Corporation is responsible for all standard unit features. Without limiting the generality of the foregoing:
  - a. Each Owner is responsible for moving/removing and storing any personal property belonging to a unit resident as reasonably necessary to allow for the Corporation's work. The Corporation may carry this out at the Owner's expense.
  - b. Each Owner is obligated to reimburse the Corporation for all costs incurred by the Corporation to move or remove any parts or fixtures of the Owner's unit, which are unit improvements (i.e., parts or fixtures that go beyond the standard unit for that class of unit).

- c. Each Owner is responsible for reinstating any improvements to the Owner's unit (i.e., any features of the unit that go beyond the standard unit for that class of unit) that are damaged, moved, or removed during the Corporation's work if the Owner so desires.
- d. The Corporation is obligated to fully reinstate each unit to the standard unit (for that class of unit) at the Corporation's expense.
- e. The Corporation will also make all reasonable efforts to minimize damage to unit improvements during the Corporation's work.
- f. Before performing any work that may affect unit(s) or personal property as described above, the Corporation will provide prior reasonable notice, in writing, to the Owner(s) affected. The Corporation will then have the right to enter unit(s) for such purposes in accordance with Section 19 of the Act.