

PLACE DU VILLAGE SQUARE

Carleton Condominium Corporation No. 377 310 & 320 Crichton Street
Ottawa ON, K1M 1W5



CCC377 OFFICE CONSOLIDATION OF CONDOMINIUM RULES

Approved by the Board July 20, 2020

NOTE

This office consolidation has been prepared to help owners navigate through the many changes made since the last consolidation of the Rules in 2010.

All changes made since that last formal consolidation of the Rules in 2010 have been approved by the Board and sent to owners, in accordance with the provisions of the Condominium Act.

In the event of any inconsistency between this office consolidation and the Condominium Act or the condominium corporation's Declaration, By-laws or Rules, the Condominium Act and/or the Declaration, By-laws or Rules prevail.

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 of other units. **All previous Rules are hereby repealed.**

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

Definitions

Owner: Shall include Owners, their families, guests, servants, agents, tenants and occupants of the unit. 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.

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1. General

1.1 Any losses, costs or damages incurred by the Corporation by reason of a breach of any of the Corporation's Rules in force from time to time by any Owner, shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses. Without limiting the generality of the foregoing, such losses, costs or damages shall include, but shall not necessarily be limited to, the following:

(a) All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, these Rules;

(b) An administration fee in the amount of \$50.00, to be payable to the Corporation for any violation of these Rules that continues after initial notice has been sent, and further administration fees of \$50.00 per month, for each month during which the violation continues or is repeated.

1.2 No restriction, condition, obligation or provision contained in any Rule or Rules of the Corporation shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

1.3 Each of these Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these Rules shall not impair or affect in any manner the validity, enforceability, or effect of the remaining part of that Rule (if appropriate) or of the Rules, and in such event, the other part of the Rule (if appropriate) or the other Rules shall continue in full force and effect as if such invalid Rule or part of a Rule had never been included herein.

1.4 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), or municipal by-law or any rules, regulations or ordinances passed under any statute or municipal by-law.

2.2 No Owner shall do or permit anything to be done in his or her unit or bring or keep anything therein which in any way will:

(a) increase the risk of fire or the rate of fire insurance on the building, or on property kept herein;

(b) obstruct or interfere with the rights of other Owners, or in any way injure or annoy them;

(c) conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any Owner;

(d) conflict with any rules or ordinances of the Board of Health or with any statute or municipal by-law.

2.3 Owners shall be responsible for any increase in insurance premiums on any of the Corporation's insurance policies which result from any negligent act or omission of the Owner of the unit. Any such amounts shall be recoverable by the Corporation in accordance with Rule 1.1.

2.4 No owner or tenant shall permit the use of his/her unit for any activities other than those of a single-family residence.

2.4.(a) the following activities are excluded from the definition of use as a single-family residence:

(i) hotel or boarding or lodging house use (including a bed and breakfast, an on-line marketplace and hospitality service, an on-line short-term occupancy service, a time share or similar use)

(ii) any transient use of the units, including, but without limiting the general meaning, any license, lease, sublease, house exchange or other occupancy for a planned duration of less than twelve months.

3. Auctions and Garage Sales

3.1 No auction sale or garage/yard sale shall be held on the property without the written consent of the Board.

4. Balconies and Patios

4.1 Subject to s. 13.3, nothing shall be thrown or swept off balconies or shaken out windows or doors. The owner shall keep his or her balcony clean and tidy at all times, and shall keep drains (including backyard drains where applicable) open at all times. Nothing shall be left on the balcony that might fall from the balcony or blow off the balcony.

4.2 Flower boxes on balcony railings are subject to approval by the Board, and are subject to the requirements of Section 98 of the Condominium Act, 1998.

4.3 No carpet, tile or other flooring or material may be affixed to the balcony floor. All temporary carpets are to be removed and stored elsewhere prior to November 15th. No carpet shall be stored on any balcony.

4.4 No items other than seasonal furniture are permitted to be kept on the balconies. More specifically, no barbecue, hibachi or similar cookware shall be used on the balconies.

4.5 Hanging or drying of clothes on balconies is not permitted.

5. Barbecues

5.1 The use of propane or charcoal fueled stoves, electric barbecues, or any other open fire cooking apparatus is prohibited anywhere within or outside units, or elsewhere on condominium property.

6. Bicycles

6.1 Bicycles are not allowed in hallways, elevators or on balconies.

6.2 Bicycles should, wherever possible, be stored in the Owner's locker or in the garage area designated for bicycles.

6.3 Bicycles may be stored in one's assigned parking space only where there is no space in the designated area, and provided there is no interference with, or encroachment on any adjacent parking area.

6.4 Bicycles abandoned in the designated bicycle area or elsewhere in the garage, as well as those parked anywhere else in the building common areas will be removed.

7. Clothes Washers and Dryers

7.1 Clothes washers or dryers shall not be operated unless a person is present in the Unit.

8. Condo Fees

8.1 As required by the Condominium Act, 1998, and the Corporation's By-Law No. 7, the monthly condominium fee must be paid in advance on the first day of each month. An owner in default of payment will be requested to make an immediate payment of his/her arrears, to which an administrative charge will be added. Failure to make payment within 30 days will result in collection proceedings against the Owner, pursuant to section 85 of the Condominium Act, 1998, with all administrative and legal costs added to the amount in default. All arrears bear interest until paid.

8.2 Pursuant to the Condominium Act, 1998 and the Corporation's By-Law No. 7, the same enforcement action will be taken against any Owner who is in arrears with the payment of any special assessment, or other charge levied by the Corporation.

9. Driving Speed

9.1 While on the property including the garage, motor vehicles shall be driven at a speed commensurate with the presence of pedestrians and other non-vehicular activities.

10. Dryer Exhaust Duct

10.1 Owners shall regularly clean out the dryer exhaust duct in their unit.

11. Electrical Circuits

11.1 Owners shall not overload existing electrical circuits.

12. Entry into Units

12.1 Upon reasonable notice, the Corporation or any person authorized by it may enter any unit, or any part of the common elements over which the Owner has exclusive use, in order to carry out the objects and duties of the Corporation. In the case of an emergency the Corporation may gain immediate access to a unit without notice. The Corporation or anyone authorized by it may determine whether an emergency exists.

12.2 Keys

In order to facilitate the Corporation's rights to access the units, each Owner shall provide to the Corporation a full set of keys, and/or the security code, for entry to the unit. The Corporation shall keep the keys in safe storage. Whenever an Owner changes a lock, the Owner shall provide to the Corporation a key for the new lock.

12.3 Regular Inspections

The Corporation may conduct regular inspections as follows:

(a) When a unit is sold or mortgaged, the Corporation may conduct an inspection of the unit prior to 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:

- (i) assessment of the condition of components of the common areas
- (ii) elements or other conditions which may affect the common areas
- (iii) elements or other units; visual review of any condition which might violate the provisions of the Act or the Corporation's Declaration, By-laws and Rules; inspection of fire alarms, smoke detectors and door closers.

12.4 Unacceptable Conditions

If, upon entry to a unit, the Corporation discovers any condition which contravenes the Condominium 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;
- (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 to the purchaser, and whether or not the Corporation has taken any other steps related to the condition. In other words, no steps taken by the Corporation hereunder shall relieve the Owner, including any purchaser of the unit, from full responsibility for the condition of the unit and any modifications made to the unit or the common elements by any Owner of the unit, including any prior Owner of the unit.

13. Exclusive Use of Common Elements

13.1 Owners shall keep their exclusive use areas clean and tidy. These include balconies, patios and, for some ground units, rear yard areas. Exclusive use areas shall not be used for storage.

13.2 If an owner is contemplating adding an item to, changing or modifying any portion of their exclusive use area, the owner must obtain written approval of the Board of Directors, and comply with the provisions of Section 98 of the Condominium Act, 1998. In addition, residents must ensure that no structure is attached to the exclusive use common element areas (including the building); no hammocks and/or clotheslines are strung; flowers and other vegetation planted by the unit owner are properly maintained by the owner (pursuant to the requirements of section 98 of the Condominium Act, 1998); no trees or large shrubs are planted in yard areas except with written permission of the Board; and debris (e.g. leaves) are removed from their balconies.

13.3 Accumulated snow must be removed by residents from their balconies, to mitigate the possibility that damage to the structure of the building or injury will result from its fall onto other properties or from its melting and causing water problems. Failure to do so

will result in snow removal by the Corporation, with cost invoiced to the unit Owner. Before throwing snow off a balcony, residents must check their surroundings, in order to avoid the danger of snow falling onto people below.

13.4 No excavation shall be made in the yard areas for the purpose of building or improvement, and no soil, sand, gravel, patio or paving stones shall be removed or added except with the written permission of the Board, and in accordance with the requirements of section 98 of the Condominium Act, 1998.

13.5 At the sole discretion and opinion of the Board and/or Property Manager, if in their opinion the balconies or yard areas contain unacceptable material or items of any description, or are not properly kept (i.e. clean and tidy), the unit Owner will be warned and given seven (7) calendar days to have the situation rectified. At the end of this period, if the Owner has taken no action, the Board and/or Property Manager will arrange to have the material removed and, if appropriate, have the area cleaned, with the cost of removal and any required cleaning, plus an administrative fee charged to the unit Owner.

14. Fences

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

15. Fireplaces and Chimneys

15.1 Further to the Ontario Fire Code and to insurance provisions which require that chimneys, flues and flue pipes be inspected annually and cleaned to keep them free from accumulations of combustible deposits, all units with a fireplace must be available for an annual chimney cleaning and inspection by the Corporation.

15.2 The cost of this annual cleaning and inspection (not including the cost of cleaning the flue) by the Corporation will be divided amongst those units with a fireplace, and charged back to each such unit Owner.

16. Flooring

16.1 For the purposes of this Rule, "hard flooring" shall include hardwood, tile or any other hard-surfaced material.

(a) Any Owner wishing to install hard flooring in a unit shall first obtain the written consent of the Board. The Owner shall apply for such consent, in writing, providing a detailed explanation of the steps which the Owner would take in order to meet the requirements of this Rule. Any resulting consent from the Board shall confirm the specific steps which will be taken in order to satisfy the requirements of this Rule.

(b) Any Owner who receives consent to install hard flooring in his or her unit shall take reasonable steps to minimize the transmission of noise through the flooring to other parts of the building. Such steps may include, but are not necessarily limited to:

(i) the installation of a sub-floor and insulating material underneath the hard flooring;

(ii) the use of area rugs in locations which are subject to heavy traffic;

(iii) the use of pads on the legs of furnishings;

(iv) such other steps as may be determined by the Board.

[NOTE: In any case, the FIIC (Field Impact Insulation Class) rating of the floor assembly must be at least 58 / 60 / 62.]

(c) In cases where hard flooring has been installed in a unit prior to the enactment of this Rule, the Owner shall take reasonable steps to minimize the transmission of noise through the flooring to other units. Such steps may include, but are not necessarily limited to:

(i) the use of area rugs in locations which are subject to heavy traffic;

(ii) the use of pads on the legs of furnishings;

(iii) such other steps as may be determined by the Board.

(d) Where an Owner fails to comply with any of the requirements in this Rule, the Corporation may direct the Owner to remove the hard flooring and to install new flooring similar to the flooring of the building's original construction, at the Owner's sole expense.

17. Garage Door Openers

17.1 The Corporation will sell, at cost, garage door openers to residents.

18. Garbage

18.1 No Owner shall place, leave or permit to be placed or left in or upon the common elements including those of which he has the exclusive use, any debris, refuse or garbage.

18.2 Garbage must be wrapped before throwing it in the chute.

18.3 No hazardous goods, appliances, furniture, packing cartons or crates or other special or unusual waste (car batteries, oil, refrigerators, etc.) may be disposed of as part of the regular garbage pick-up. Garbage that the City of Ottawa does not take must be disposed of separately by residents who are to make their own arrangements for this material to be taken away. If such items are left in the garage basement or other condo building areas, the Corporation will attempt to determine who they belong to, and will charge the cost of removal back to the appropriate unit Owner.

18.4 All recyclable waste must be sorted and disposed of in the appropriate recycling containers.

18.5 Scavenging of materials in the recyclable bins or the garbage rooms is prohibited.

18.6 Owners must maintain strict sanitary conditions concerning their garbage at all times.

19. Hallways, Other Passageways, and Unit Doors

19.1 Hallways, entrance lobby areas, sidewalks, walkways and other passageways, including the elevators and garage, must not be obstructed, and must be used only for travel into or exit from units or parking spaces. These areas must be kept clear at all times.

19.2 Chairs, shoe mats, or any other such item at the front door of a unit are prohibited.

19.3 For reasons of fire safety and insurance requirements, unit doors must be kept fully and latch closed at all times other than when entering or exiting the unit.

19.4 Unattended entrance lobby pickups are not permitted.

20. Humidity

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

Owners are encouraged to:

- (i) Use kitchen and bathroom exhaust fans as appropriate and to keep those fans in proper working condition;
- (ii) Ensure that all exhaust ducting (for dryers and for exhaust fans) is properly hooked up and regularly cleaned;
- (iii) Consider ceiling fans for air circulation;
- (iv) Consider opening a window slightly (in winter) to improve air exchange;
- (v) Consider use of dehumidifiers as appropriate;
- (vi) Consider avoiding window coverings that may prevent air circulation in the vicinity of the windows.

20.2. Growing Cannabis

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 of 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*.

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.

Recitals respecting prohibiting the growth of Cannabis

(i) No one is permitted to grow cannabis anywhere on the property (whether on the common elements, exclusive-use common elements or in any of the units)

(ii) 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 time or times, and in each case on reasonable notice, in order to inspect the growing of the cannabis

(iii) The effective date of these rules is December 2, 2018.

1. General

1.1 Any losses, costs or damages incurred by the Corporation by reason of a breach of these Rules by any Owner, his or her family, guests, servants, agents, tenants or occupants of his or her unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses Schedule in accordance with Article 9 of the 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 in the amount of \$75.00*, 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.

[*NOTE: This administration fee represents actual costs reasonably estimated to be incurred by the Corporation as a result of a violation of the Act, Declaration, By-laws or Rules; and may be reasonably increased, from time to time, by Board resolution.]

1.2 No restriction, condition, obligation or provision contained in any Rule or Rules of the Corporation shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

1.3 Each of these Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these Rules shall not impair or affect in any manner the validity, enforceability, or effect of the remaining part of that Rule (if appropriate) or of the Rules, and in such event, the other part of the Rule (if appropriate) or the other Rules shall continue in full force and effect as if such invalid Rule or part of a Rule had never been included herein.

2. Previous Rules

Where any provision in this Rule is inconsistent with the provisions of any previous Rule, the provisions of this Rule shall prevail, and the previous Rule shall be deemed to be amended accordingly.

21. Items on Common Elements

21.1 Nothing shall be placed on the outside of window sills, projections, railings or other external parts of the buildings without the prior written consent of the Board.

21.2 No awnings, shades, shutters, screens or blinds shall be erected over or outside of any window, door, porch or patio.

21.3 Nothing shall be thrown out of windows or doors.

21.4 Nothing shall be carried through the lobbies, hallways and corridors which is unsightly or is likely to cause damage.

21.5 Except as permitted by provincial legislation, no hanging or drying of clothes is allowed on the common elements.

21.6 No building, structure, hot tub, fence, tent, trailer, motor home, camper, either with or without living, sleeping or eating accommodation, shall be placed, erected, located, kept or maintained on the common elements, including exclusive use common elements.

21.7 No articles or personal effects shall be left or stored on the common elements except motor vehicles properly parked in accordance with these Rules.

21.8 Any item on the common elements in contravention of these Rules may be removed by the Board at the risk and expense of the Owner of the item.

21.9 No unit Owner shall make any change to the common elements.

21.10 As noted in Rule 13, no modifications to the common elements are permitted except with written approval of the Board of Directors, and in compliance with Section 98 of the Condominium Act, 1998. Accordingly:

(a) The Owner of the unit, from time to time, is entirely responsible for any modifications made, without consent of the Board, to the common elements by the Owner or by a previous Owner of the unit;

(b) If an Owner sells his or her 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 or by a previous Owner of the unit. This list is also to be provided to the Corporation to allow the Corporation to reference this list in any Status Certificate issued by the Corporation;

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

22. Landscaping

22.1 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.

22.2 No pet droppings, solid or liquid, are allowed on any landscaped area of the condominium property. Any such dropping shall be immediately removed.

23. Lease of Unit

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

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

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

23.2 It is the responsibility of the Owner, using the form in Annex A to these Rules, to report the name of a tenant(s) to whom he/she has rented a Unit, and to provide the information requested in that form which is available from the Property Manager.

23.3 The Owner is responsible for providing the tenant(s) with a copy of the Rules and By-Laws of the Corporation, and obtaining an undertaking by the tenant(s) to abide by these Rules. When providing the above Form 5, the Owner must confirm in writing with the Property Manager that this has been effected.

23.4 No unit shall be rented for commercial purposes, or for a period of less than 12 months.

24. Lock Boxes

24.1 No Owner or his/her agent shall install a lock box on any part of the common elements. Any lock box installed or left on any part of the common elements will be removed by the Corporation at the expense of the unit Owner.

25. Lockers

25.1 Owners are responsible for ensuring that no hazardous, perishable or other material or items which could cause personal injury or damage to other lockers, adjacent areas or condominium property, are stored in his/her locker.

25.2 Grills between lockers must not be obstructed. Locker doors must be shut when not in use. Some lockers are interconnected for ventilation purposes; their ventilating fans should be left running.

25.3 Lockers cannot be sold or rented to a non Owner.

26. Loitering

26.1 Loitering on the common elements is prohibited.

27. Mops, Etc

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

28. Moving

28.1 The Property Manager must be advised 2 weeks in advance of any intended move in or out of a Unit. This notice should include the date and time selected for the move, the Unit # and whether the elevator will be required. A \$500 damage deposit must be provided to the Manager prior to the move; this will be reimbursed following the move when it is certified by the Property Manager that no damage to the elevator or other common elements has occurred and the elevator key returned. The key will be provided on payment of the deposit, and must be returned within 2 business days following the move, with an administrative penalty of \$100 beginning on the 3rd day for each letter requesting the key's return. A lost key will be subject to a one-time administrative fee of \$100.

28.2 The above damage deposit also applies to moves not requiring the elevator.

28.3. The elevator must continue to be available to the Residents at all times and persons moving must

- (i) provide their phone number (cell if possible) to the Property Manager and
- (ii) post their phone number on all floors, on a form available from the Property Manager

28.4. The owner must do a pre-inspection with security personnel hired by the Board to monitor the use of the elevators during a move; and, on completion of the move, carry out a post- inspection with the security personnel for any damage to the elevators and/or common elements.

28.5. Padded curtains must be hung on the elevator walls by the Property Manager's staff, prior to loading items into the elevator. Owners are responsible for ensuring that no litter remains in the elevator, hallways or other common areas following a move.

28.6. Under no circumstances should anyone jam the elevator door or otherwise interfere with the normal operation of the elevator door. Anyone doing so, or using the elevator without the elevator key or without the Manager's approval will be subject to removal from the premises at the Manager's discretion.

28.7. No moves are permitted on Saturdays, Sundays or on public holidays without specific permission from the Board. No move can begin prior to 8 a.m. or terminate after 5 p.m.

28.8. Unit Owners are responsible for any damages resulting from moving activities, including those of their residents, tenants, contractors or agents. A formal undertaking to this effect must be signed in advance of the move; this includes an undertaking by the Owner to be available during the move, so that he/she can be contacted by the Manager. Damages resulting from moving activities or the unavailability of the Owner will be assessed by the Manager in his/her sole discretion, and repairs made by the Corporation or other costs charged back to the Owner.

29. Noise

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

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

29.3 Owners shall exercise reasonable care about making noise which may disturb the quiet enjoyment and comfort of other residents. This includes, but is not limited to, the use of musical instruments, radios, televisions and amplifiers. Furthermore, the use of power tools, hammers, drills, saws and similar items is restricted to the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. Similarly, due to the level of noise they can create for units below them, large appliances such as clothes and dish washers should be not used during late evening or early morning hours.

30. Notice to Corporation of Defects, Symptoms or Accidents

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

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

31. Offensive Materials

31.1 No person shall store any flammable, combustible, explosive or offensive goods, provisions or materials anywhere in the condominium building or property.

32. Parking

32.1 The condominium Corporation must be advised of the name and license plate number of the user of the parking space by filing the form (available from the Property Manager) in Annex B to these Rules. If the space is unoccupied, the Corporation must also be advised.

32.2 Only residents of the building are permitted to use a parking space on the property (apart from visitors parking). Owners will not permit non-residents to park on the property.

32.3 Parking spaces may be rented or sublet only to residents of units of the condominium.

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

32.5 No commercial vehicles of any kind are permitted to be parked on any part of the property.

32.6 No substantial repairs or adjustments to motor vehicles may be carried out on the property.

32.7 No vehicle shall be parked at any time in designated fire lanes.

32.8 Parking spaces are designed for operating vehicles; any cars, trucks or other vehicles deemed to be abandoned or unsightly by the Board are not permitted on the property.

32.9 All vehicles on the property must be in a proper state of repair and in proper operating condition. Vehicles must not leak oil or other fluids.

32.10 The designated user of a parking space shall keep the space clean and free of materials or any condition likely to cause a nuisance, a hazard or any damage to the property, or any risk of fire.

32.11 Residents must follow the directives associated with the periodic maintenance measures undertaken in the garage area.

32.12 Designated parking spaces are not to be used for storage or any purpose other than parking of motor vehicles. For example, tires, containers, boxes, garden and sports equipment, firewood, signs or furniture shall not be stored in a designated parking space.

A small grocery cart and bicycles, as provided above in these Rules, are accepted; as are personal mobility devices, with the written permission of the Board, provided space permits.

Items improperly stored in parking spaces will be removed, tagged and placed into safekeeping for a period of four (4) weeks. If not picked up by the Owner, the items will be disposed of. All storage, disposal and administrative costs for said items will be the responsibility of the Owner.

32.13 Visitors' Parking

(i) All visitors' vehicles must be parked in the designated visitor parking spaces marked by a painted "V" sign on the space.

(ii) Guests or other invitees planning to use a visitor parking space must leave a note on the dashboard clearly visible through the front windshield, with the Unit name and

number being visited. Any vehicle belonging to a visitor which is parked without this information is subject to ticketing and/or towing.

(iii) Visits of longer than one (1) week require approval by the Property Manager, who will provide an approved notice for the dashboard.

(iv) Any vehicle belonging to a resident which is parked in a visitor's parking area is illegally parked, and may also be ticketed and/or towed away.

(v) Owners are responsible for any parking violations by visitors to the unit.

32.14 Any vehicle which is not in compliance with these rules may be ticketed and/or towed at the risk and expense of the Owner of the vehicle.

33. Pest Control

33.1 Any resident experiencing trouble with pests within their Units or elsewhere on Corporation property (e.g. cockroaches, sawbugs, silverfish, rodents, etc.) must report this to the Property Manager immediately, and initiate corrective action if within his/her Unit.

34. Pets

34.1. Residents must comply with all applicable municipal By-laws respecting pets.

35. Plumbing, Electrical, Structure

35.1 No part of the structure of any Unit, and no part of the drainage, plumbing or electrical system of any Unit, and no part of any facility servicing more than one Unit, or contained in a bearing wall, shall be altered, removed, replaced, moved or extended without notification to the Property Manager, who will seek the prior written consent of the Board. Any owner who undertakes any modification which may have an impact on the common elements must comply with the requirements of section 98 of the Condominium Act, 1998.

36. Records

36.1 Owners shall be permitted to inspect the Corporation records, and to take copies of these, in accordance with the provisions of the *Act*.

36.2 The Corporation's records shall be kept in a safe and secure location, so that access is only available to members of the Board and other persons designated by resolution of the Board.

37. Renovations

37.1 An Owner who undertakes renovations which may have an impact on the common elements must comply with the requirements of section 98 of the Condominium Act, 1998. In addition, no area of the common elements, such as the hallways and elevator, shall be littered or damaged in any way as a result of any modification or other service work taking place within a Unit. The Unit Owner is responsible for advising his/her contractors or other agents regarding this stipulation, and is responsible for any damages by them that might ensue.

37.2 The Owner must advise the Property Manager 2 weeks in advance of any planned renovations which will disturb the normal pattern of hallway, and elevator use or other common area so that residents can be notified by the Manager. Additionally, the Owner must sign an undertaking regarding his/her responsibility for contractors and agents, and to guarantee his/her availability to the Manager during such renovations. Any damages or costs incurred by the Corporation resulting from renovation activities to the elevator, hallways or other common areas, or from the unavailability of the Owner, will be assessed by the Manager in his/her sole discretion, and repairs made by the Corporation or other costs incurred charged back to the Owner. Failure to provide the above undertaking will result in action to remove the renovating contractor and agents from the building at the Owner's expense.

37.3 The use of the elevator during renovations is subject to the same conditions as for moving (see Rule 28).

37.4 No renovation or repair which disturbs the normal pattern of hallway or elevator use can continue for a period of time judged unreasonable by the Property Manager in his/her sole discretion. During this time the Owner is responsible for insuring that, at the end of each day, no litter remains in the elevators, hallways or other common areas.

37.5 It is prohibited to use the garage bins to dispose of waste material produced as a result of renovations in a Unit. Arrangements must be made by the Unit owner to have this material disposed of separately and at his/her expense.

38. Responsibilities of Unit Owners

38.1 Unit Owners are responsible at all times for their actions or omissions, and those of their Unit residents, visitors, tenants and contractors or other agents, regarding all matters prescribed in these Rules. This includes activities occurring during moves and renovations. Any damages to the Corporation's facilities and common areas resulting from actions or omissions for which an Owner is responsible will be assessed by the Property Manager in his/her sole discretion, and repairs made by the Corporation with costs charged back to the Owner.

38.2 No person shall permit a condition to exist, or carry on an activity in a Unit or in the common elements if the condition or the activity is likely to damage the property or cause injury to an individual, or disturb the comfort or quiet enjoyment of the property by other Owners, their families, guests, visitors, servants and persons having business with them.

38.3 Subject to any loss, costs or damages which are covered by the insurance which is obtained and maintained by the Corporation, each Owner shall repair his/her own Unit after damage, and maintain the unit and the interior surfaces of windows and skylights in the Unit.

38.4 Subject to any loss, costs or damages which are covered by the insurance which is obtained and maintained by the Corporation, a service fee will be charged to a Unit Owner for service calls made for repairs that are determined to be the responsibility of the Unit Owner.

39. Satellite Dishes, Television & Other Antennae

39.1 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, including exclusive use areas.

39.2 No cable shall be strung on any part of the common elements.

40. Sidewalks, Etc.

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

41. Signage

41.1 No sign, advertisement, notice or illumination of any kind shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements, including exclusive use areas.

41.2 Likewise, any interior unit display visible from outside the unit which purports to be a sign, advertisement or notice, or any other display which in the sole discretion of the Board creates a view which is injurious to the appearance of the condominium building, will be ordered removed or remedied by the Board with costs charged to the unit Owner.

42. Smoke and Odours

42.1 All Owners shall ensure that smoke and odours generated in their units, whether through smoking, cooking, or otherwise, are not excessive and are reasonably contained within the unit so that smoke and/or odours do not migrate to the common elements or to other units (thereby causing discomfort to other residents of the building). Owners shall make reasonable use of exhaust fans in order to avoid such migration of smoke and odours. If necessary, Owners shall acquire and operate air filters or purifiers in their units in order to avoid such migration of smoke and/or odours from their units.

43. Smoke Detectors and Door Closers

43.1 Applicable codes require that smoke alarms/detectors be installed and maintained in dwellings and that there be functioning closers for dwelling entry doors. In our condominium, the smoke alarms and door closers are part of the units, and accordingly must be maintained and repaired by the unit Owners.

43.2 The Corporation shall conduct annual inspections of the smoke alarms and door closers in order to confirm that Owners are fulfilling their repair and maintenance obligations described above. During or following these inspections, the Corporation

shall make any necessary repairs to, or replacements of, smoke alarms and/or door closers. In such cases, each Owner shall be deemed to have consented to have repairs done to his or her smoke alarm(s) or door closer(s) by the Corporation and the cost of such repairs shall be added to the Owner's contribution towards common expenses.

43.3 The Corporation or any person authorized by the Corporation may enter any unit, upon reasonable notice, in order 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 which may result.

44. Smoking

WHEREAS pursuant to section 58 of the Condominium Act, the Board of Directors of the Corporation has the authority to pass rules governing the use and occupation of units in order to promote the safety, security and welfare of the Owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units;

WHEREAS second-hand smoke (including that which is exhaled or that emanating from lit tobacco, cannabis or other similar substances) causes irritation, discomfort and nuisance to many and whereas it is a known health hazard;

WHEREAS it is impossible to completely prevent the migration of smoke, second-hand smoke and/or the migration of the odour of burning tobacco, cannabis and other similar substances, between units and/or from units to common elements;

WHEREAS the growing of cannabis can result in damage to units and/or common elements, including damage by moisture/mould or as a result of spores emanating from the growing of cannabis plants and whereas the growing and transformation of cannabis and similar substances may result in disproportionate use of utilities and may increase fire and other hazards;

WHEREAS smoking increases the risk of fire as well as maintenance and cleaning costs; and

WHEREAS the Smoke-Free Ontario Act of Ontario already prohibits smoking in any and all common areas of the condominium;

NOW THEREFORE the following is enacted as a rule of the Corporation:

Effective date

1. This rule is in effect as of September 19, 2019, subject to the grandfathering provisions herein.

Definitions

2. Unless otherwise defined herein, any words and phrases which are defined in the Condominium Act, 1998 (as amended from time to time) or in the Regulations there under or in any successor legislation thereto shall have ascribed to them the meanings set out in the Act. Specifically, in this rule, the following words or phrases are defined as follows:

- a. "Act" means the Condominium Act, 1998, S.O. 1998, c.19 and all regulations there under and any amendments to said Act and regulations and any successor legislation;
- b. "Board of Directors" or "Board" means the board of directors of the Corporation;
- c. "Cannabis" includes cannabis, marijuana, hashish and other or similar drug, whether in the form of a seed , plant, leaf, flower, stalk, branch or part thereof or any by-product or any substance containing any of the aforementioned;
- d. " Corporation" means Carleton Condominium Corporation No. 377
- e."Owner" or "Owners" means "owner" as defined in the Act and shall mean the owner(s) of a residential unit;
- f. "Occupant" or "Occupants" means anyone who is a resident or who occupies any residential unit in the Corporation, for any length of

time, and includes, but is not limited to any Owner and any tenant, their families, visitors, guests, clients, employees, contractors, agents, servants or anyone who is permitted to reside or to be present in a residential unit for any period of time by the owner or by the tenant of the unit;

g." Smoke", "Smoking" or "Smoking Product" mean and include, but are not limited to, the smoking, inhaling, exhaling, burning of, or holding of lighted cigarette, cigar, tobacco and/or tobacco product, of Cannabis and/or any other substance which is consumed through lighting, burning or smoking and by means of pipes or any other lighted smoking equipment.

No smoking

3. Except as otherwise grandfathered by this rule (as defined further below), no one shall smoke or hold a lighted smoking product on any common elements, on any exclusive-use common elements (including any balcony, patio or terrace) or anywhere on the Corporation's property, unless outside and at least 9 meters away from any entrances. This prohibition applies to anyone on the property, including Owners, Occupants, contractors, visitors or anyone for whom the aforementioned are responsible .

Grandfathering provision in respect of cigarette, cigar ,tobacco and tobacco products

4. Notwithstanding the foregoing, this rule is subject to the following "grandfathering provision".
5. For the duration of the grandfathering provision, the following occupants shall be permitted to smoke in their unit only, subject to the following:
 - a. Grandfathering will only apply to occupants of units who, at the time this rule is first circulated, occupy or reside in a unit by virtue of ownership or by virtue of an existing valid lease;

- b. To be grandfathered, an owner or occupant of his/her unit shall provide the Corporation, in writing and within 30 days of the passing of this rule, the unit number, the occupants' full name, proof of residency (if requested by the Corporation) and, in the case of tenants, a copy of the lease;
- c. The grandfathering provision will automatically cease at the first of the following events:
 - (i) When the occupant of the unit ceases to occupy the unit;
 - (ii) If the grandfathered occupant is a tenant of a unit, when the occupant ceases to occupy the unit or at the end of the lease;
 - (iii) In any other event, a grandfathered occupant exemption shall be automatically terminated upon the sale or transfer of the unit.
- d. Grandfathered occupants shall ensure that all their doors and windows are closed and that they use and operate an adequate and appropriate air filtering system at all times while smoking. They may be required to take further and additional steps to prevent the migration of smoke and odour from their unit onto common elements or onto other units, all at the cost of the unit owner, at the request of the Corporation.
- e. Notwithstanding the above, in the event that a complaint is received by the Corporation that smoke or odours are entering other units or the common elements as a result of smoking in a unit and that the complaint is not resolved by the grandfathered occupant(s) to the satisfaction of the Board of Directors at its unfettered discretion following the receipt of written notice of the complaints from the Board or management, the Board and/or management may, by written notice to the grandfathered occupant(s) or the owner(s) of the unit occupied by the grandfathered occupant(s), end the grandfathering period and prohibit smoking in the unit;

No cannabis

6. Notwithstanding any federal, provincial or municipal legislation or regulation permitting it, no one shall smoke, grow, keep or cultivate any plant of Cannabis in any unit, on any common elements, on any exclusive-use common elements, including any balcony, patio or terrace, or anywhere on the Corporation's property, whether inside or outside.

Medicinal exceptions and accommodations

1. Exceptions to certain provisions of this rule may be made by the Corporation, on a case by case basis, to reasonably accommodate *bona fide* diagnosed recognized disabilities, as required and in the context of a treatment plan prescribed by a treating physician licensed to practice in Ontario. Such accommodation must be granted by the Corporation, in writing, in advance of it being exercised. unenforceability
2. Any occupant requiring an accommodation must request it in writing from the Corporation prior to exercising it. The Corporation may request, on an ongoing and on a reasonably required basis, and the occupant requesting the accommodation must provide within a reasonable time, written confirmation of the following from a treating physician licensed to practice in Ontario:
 - a. A confirmation of the existence of a recognized and diagnosed disability;
 - b. A confirmation and details related to the treatment plan as they pertain to the accommodation being sought;
 - c. The level of accommodation required and available alternatives to the accommodation;
 - d. Sufficient information to support the requirement of the accommodation sought;
 - e. Any other written evidence or documentation reasonably required by the Corporation to adequately determine the accommodation

reasonably required.

3. An accommodation will only be granted to the extent that it is reasonably required to accommodate the disability and only to respond to the occupant's actual medical needs.
4. The accommodation must not create any risk of harm, injury or damage to the property or to other residents and must not result in unreasonable nuisance, annoyance, interference or disruption to other residents. The Corporation may require the accommodated occupant to take, at his or her cost, any and all reasonably required additional measures to minimize any form of transmission of smoke or odour from the unit such as, but not limited to, the continuous use of adequate air filtering systems and other precaution to avoid harm, injury or damage to the property or to other residents or unreasonable nuisance, annoyance, interference or disruption of other residents.
5. Any authorized use resulting from an accommodation must also comply with all federal, provincial or municipal laws.

Lease of Units

1. Owners leasing their unit, or occupants subleasing a unit, must indicate in the Residential Tenancy Agreement (Standard Form of Lease), or any other lease or agreement in lieu thereof or supplementing it, that the rules of the Corporation prohibit:
 - a. Smoking or holding a lighted smoking product in any unit, on any common elements, on any exclusive-use common elements (including any balcony, patio or terrace) or anywhere on the Corporation's property, unless outside and at least 9 meters away from the building and from any entrances; and
 - b. Growing, keeping or cultivating any plant of Cannabis in any unit, on any common elements, on any exclusive-use common elements (including any balcony, patio or terrace) or anywhere on the Corporation's property, whether inside or outside.

General clauses

2. Any losses, costs or damages incurred by the Corporation by reason of a breach of this rule by any owner and/or occupant (including, without limitation, remediation or cleaning costs, as well as legal costs on a full indemnity basis to enforce this rule or to defend an unsuccessful arbitration or legal proceeding by an owner or occupant as it relates to this rule) shall be borne and paid for by the owner of the unit in question and shall be deemed to be an additional contribution towards the common expenses payable by such owner and shall be recoverable as such.
3. Each of the provisions of this rule shall be deemed to be independent and severable. The invalidity of any part of this rule shall not impair or affect in any manner the validity, enforceability or effect of the balance of this rule.
4. No provision contained in this rule shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches of this rule which may occur.

45. Soliciting on the Premises

45.1 Soliciting on any part of the common elements is not permitted.

46. Temperature of Unit

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

47. Trespass

47.1 The condominium property is private property. Only Owners, as defined for the purpose of these Rules, are permitted on the property.

47.2 Where any non-resident conducts any activity on the property which is prohibited by the Act, or the Corporation's Declaration, By-laws or Rules, this shall be considered a trespass for the purposes of the Trespass to Property Act.

48. Unlicensed Motorized Vehicles

48.1 Motorized vehicles which are 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 consent of the Board

49. Water and Plumbing

49.1 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 to them from misuse or from unusual or unreasonable use shall be borne by the Owner who caused such damage.

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

49.3. Hot Water Tanks

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 of 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.

Definitions

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

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.

Water Tanks:

The effects of age on water heaters inside of units which, upon leaking, can have a devastating effect on units lying below the unit or area in which the break occurs. Such insurable events have an adverse effect on the corporation's insurance claims history and can subject the corporation to higher insurance premiums and owners to additional common fees as a result;

- a. An owner must: Provide the condominium corporation with proof of the age of their hot water heater; and ensure that their hot water heater is in proper operating condition at all times; and replace the hot water heater within ten (10) years of the purchase date. This must be completed within (6) months of the date of this notice
(July 15, 2019)

If an owner fails and/or refuses to replace the hot water heater within the period specified herein, or provide proof of its age contrary to this rule, then the Condominium Corporation may enter the unit and replace any hot water heater no longer in compliance. Notification to enter the unit and any related costs and expenses to replace the hot water heater will be in accordance with the provisions of the Declaration or the Condominium Act, 1998; with costs charged back accordingly to the owner and collectible as common expenses, including any associated legal costs on a full indemnity basis.

50. Welfare of Residents

50.1 No person shall, within the common elements of the condominium property, behave so as to prejudice the welfare or quiet enjoyment of other residents. Any such behaviour will be recorded and, as required, reported by the Corporation to the civil authorities for further action by them.

51. Windows, Door Hardware, Etc.

51.1 All window coverings shall be curtains, vertical or horizontal blinds, wooden shutters or another type of covering approved in writing by the Board. Flags, blankets, towels or similar materials shall not be used as window coverings.

51.2 No owner shall apply or install any film or coating or tinting to any window, without the prior written consent of the Board.

51.3 If any of the following require early repair or replacement (ie. prior to normal replacement of the window or door, as the case may be), the said early repair or replacement shall be deemed to be the result of use, and shall therefore be the responsibility of the owner:

- (a) door latches or hinges;
- (b) window hardware, including cranks, closers, locks, latches or hinges;
- (c) window or door screens;
- (d) window or door weatherstripping.

52. Work in Unit

52.1 Article 13 of the Declaration states as follows:

“No owner shall make structural changes in or to his unit or decorate, alter or repair any part of the common elements without the consent of the owners of a majority of the units.”

When providing written consent pursuant to the above provision, the Corporation may impose such terms or conditions as the Board considers appropriate in each case. In addition, the provisions of sections 97 and 98 of the Act will apply to any modifications which may have an impact on the common elements of the Corporation.

In the event that approval is granted to permit a modification, the following condition shall apply in every case:

All work shall be carried out only by properly qualified and licensed contractors or tradespersons who have adequate liability insurance to cover any damage which they may cause. In every case, the Owner shall provide to the Corporation written proof, reasonably satisfactory to the Board, that the contractor or tradesperson meets these requirements.

52.2 Any structural, plumbing or electrical work carried out in a unit shall be carried out only by properly qualified and licensed contractors or tradespersons who have adequate liability insurance to cover any damage which they may cause. In every case, the Owner shall provide to the Corporation written proof, reasonably satisfactory to the Board, that the contractor or tradesperson meets these requirements.

ANNEX A

Form 5 (Condominium Act)

Note: Unit Owners renting/leasing their Unit are required to submit the following completed form to the Property Manager.

TO: Carleton Condominium Corporation No. 377

This is to notify you that:

a written oral (circle appropriate)
 lease sublease assignment of lease (circle appropriate)
OR
 a renewal of a written oral (circle appropriate)
 lease sublease assignment of lease (circle appropriate)

has been entered into for: Unit(s) _____, Level(s)

Municipal Address:

(include any parking or storage units that have been leased)

on the following terms:

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

Telephone number:

Fax number, if any:

Commencement date:

Termination date:

Option(s) to renew:

(set out details)

Rental payments:

(set out amount and when due)

Other information:

(at the option of the owner)

We) have provided the *(strike out whichever is not applicable: lessee(s), sublessee(s))* with a copy of the declaration, by-laws and rules of the Condominium Corporation.

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

Dated this _____ day of _____, _____

(signature of owner(s))

(print name of owner(s))

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

(address)

(telephone number) *(fax number, if any)*

ANNEX B
Vehicle license information form

Note: All those occupying a parking space must complete the following form for submission to the Property Manager.

CCC 377 PARKING - VEHICLE LICENSE INFORMATION FORM

Name and municipal address of Parking space owner:

Name and municipal address of parking space occupier:

Parking space occupied (on floor) No. _____

Vehicle make and type:

License plate (prov/state/year):

Signature of parking space owner:

Signature of parking space occupier
