

Carleton
Condominium
Corporation
No. 8

3100 Carling Avenue



Resident Handbook

- . Rules**
- . Regulations**
- . Information**

3100 Carling

Carleton Condominium Corporation No. 8

Welcome To Your New Home

Dear Resident:

Please accept this letter as our Formal Introduction and Welcome Letter to you and your family.

As a new resident of our community, we have included in this package the following information;

A: A copy of the existing *Rules and Regulations*,

B: **Resident Information Handbook** : This booklet outlines the features and services within our community;

We also publish and deliver our newsletter (**3100 Words**) to residents on a regular basis. It contains current information and updates on various issues.

We would also like to point out, that (For owners only)

1. the **Annual General Meeting**, is usually in November. Notices will be sent out prior to the meeting.
2. the Budget for the upcoming year will be tabled at the **AGM**, subsequently,
3. the Fee notice is usually sent out in late June. Information on payment options will be included in that mail-out.

Please take the time to read through the package and should you have any concerns and / or questions, please do not hesitate to contact the management office or any Board Member.

Again welcome to Carleton Condominium Corporation No. 8 and we hope you will enjoy living in our community..

Yours truly,

3100 Carling Avenue
Ottawa Ontario
K2B 6J6

Phone: 613-829-8432

E-mail: carletoncon-
do3100@outlook.com

Your Board of Directors

C.C.C. #8

Office Hours
7:00 am to 11:00am
Monday / Friday

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All previous Rules are hereby repealed.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 Rules of the Corporation are binding on each unit owner and his or her family, visitors, servants, agents or occupants of the unit.

The Corporation may pass additional Rules from time to time in accordance with the *Condominium Act of Ontario, 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.

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CONDOMINIUM RULES

General

1. Any loss, cost or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time 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. 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 **\$75.00**, payable to the Corporation for any breach of these Rules that continues after initial notice has been served.
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.
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.

General Prohibitions

4. No owner shall do anything or permit anything to be done 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.
5. 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.

Air Conditioners (Water-cooled)

6. Water-cooled air conditioners are prohibited.

Air Conditioners (Window)

7. Window air conditioners shall not protrude from the bedroom windows.

Auctions and Garage Sales

8. No auction sale or garage sale shall be held on the property.

Balconies

9. Nothing shall be thrown or swept off balconies or shaken out windows or doors.
10. No carpet, tile or other flooring or material may be affixed to the balcony floor.
11. 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. Hanging or drying of clothes on balconies is not permitted.

Bicycles

12. Bicycles are not allowed in hallways, elevators or on balconies. Bicycles shall be stored in the owner's locker or in the areas provided for such purpose.

Clothes Washers and Dryers

13. Clothes washers and dryers are not permitted in the Unit.

Dishwashers

14. Dishwashers are not permitted without written consent of the Board.

Electrical Circuits

15. Owners shall not overload existing electrical circuits.
16. All electrical appliances or equipment used in any unit shall comply with the applicable regulations of appropriate authorities from time to time in force.

Entrance Doors

17. Entrance doors to units shall be closed at all times.

Entry Into Units

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

- (a) **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 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. Staff are not permitted to give access to owners if they become locked out of their apartment.

(b) Entry

The Corporation may enter any unit, upon reasonable notice, in order to carry out the objects and duties of the Corporation. Note, however, that in the case of an emergency it may be reasonable for the Corporation to gain immediate access to a unit (i.e., without notice).

(c) Regular Inspections

The Corporation also conducts regular inspections as follows:

- i. When a unit is sold or mortgaged, the Corporation conducts an inspection of the unit prior to issuance of a status certificate.
- ii. The Corporation conducts scheduled inspections and maintenance at pre-determined intervals each year. These inspections are conducted for the following purposes:
 - (1) Assessment of the condition of components of the common elements or other conditions which may affect the common elements or other units;
 - (2) Performance of preventive maintenance to certain building components;
 - (3) Visual review of any condition which might violate the provisions of the *Condominium Act, 1998* or the Corporation's Declaration, By-laws and Rules.
 - (4) Inspection of smoke detectors and door closers.

(d) Unacceptable Conditions

If, upon entry to a unit, the Corporation discovers any condition which it considers unacceptable for any reason, the Corporation may:

- i. Take steps to remedy the condition at the expense of the owner of the unit;
- ii. Give notice of the condition to the owner of the unit;
- iii. 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. It is the duty of every owner to make or arrange all necessary inspections in order to ascertain the condition of the unit and any such modifications to the common elements and then to take any appropriate corrective action.

Exclusive Use Areas

19. Owners shall keep their exclusive use areas clean and tidy.

Floor Coverings

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

Original Parquet Flooring

The units contain parquet flooring which was part of the original construction and is accordingly part of each standard unit.

Owners shall take reasonable steps to minimize the transmission of noise through the parquet 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; and
- iii. such other steps as may be determined by the Board.

New Hard Flooring

- (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; and
 - iv. such other steps as may be determined by the Board.
- (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; and
 - iii. such other steps as may be determined by the Board.

Activity Rooms

21. Access to the Activity Rooms is restricted to persons 16 years of age or older, unless accompanied by an adult. Users of the rooms must also comply with all of the rules as posted on the door of the individual rooms. A copy of the room Rules, as they currently exist, is attached (Page 19).

Garage Door Openers

22. The Corporation will sell garage door openers to residents for **\$65.00** or whatever price is determined by the cost of the opener. There will be only one garage door opener per unit, and no refund will be given for the opener should an owner decide they no longer require it. (Enacted at Board of Directors meeting January 30, 2008)

Garbage

23. **Garbage must be placed in the on-site waste container, securely fastened in bags. Only small garbage bags are allowed down the garbage shoot. Dippers and cat litter are not allowed down the garbage shoot they must be brought down to the garbage area in the garage and placed in the can.**

Special Waste

No hazardous goods, appliances, furniture, construction waste or other special or unusual waste (including car batteries, oil, sofas, refrigerators, all forms of construction waste etc.) may be disposed of in or beside the waste container, as part of the regular garbage pick-up. Arrangements must be made with the appropriate waste removal company for pick-up of any such special waste.

Recycling

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

Strict Sanitary Conditions

Owners must maintain strict sanitary conditions at all times.

Guest Suites

24. Guest suites can be rented by residents of the building (non-resident owners do not have that privilege; it goes with the rental of their unit).
25. Guest suites will not be reserved for more than a two week period. If at the end of the two week period, the suite has not been booked then it may be rented for seven days. This extension may be repeated.
26. All reservations for the suites must be prepaid.
27. Refunds will be given if cancellation notice is received seven days prior to the date(s) booked.

Note: Additional housekeeping services See Page 31

Humidity

28. Owners shall ensure that the level of humidity in the unit is reasonable. Owners must not allow the humidity levels in the unit to cause condensation, mold or mildew or otherwise to result in harm to the property.

Items on Common Elements

29. Nothing shall be placed on the outside of window sills, projections, railings or other external parts of the buildings. No awnings, shades, shutters, screens or blinds shall be erected over or outside of any window, door or railings, without the prior written consent of the Board and subject to compliance with the Act.
30. No hanging or drying of clothes is allowed on the common elements, other than in designated areas in the laundry areas of the common elements.
31. No building or structure or tent and no trailer, motor home or 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, without the prior written consent of the Board.
32. Generally, no unit owner shall make any change to the common elements without the prior written consent thereto of the Board, and subject to the Act and the Declaration. No plumbing or electrical repairs or alterations within any unit or within any partition, bearing or party wall, shall be made without the prior written consent of the Board.
33. No articles or personal effects shall be left or stored on the common elements except motor vehicles properly parked in accordance with these Rules and articles stored in exclusive use areas which otherwise comply with the Act and the Corporation's Declaration, By-laws and Rules.
34. No part of the common elements shall be used for the erection, placing or maintenance of clothes-lines, 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 consent of the Board.
35. Nothing shall be carried through the lobbies, hallways and corridors which is unsightly or likely to cause damage.
36. Nothing shall be thrown out of windows or doors.

Landscaping

37. 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.

Laundry Room(s)

38. The Laundry Room(s) shall be used only for the purpose of washing and drying laundry. All persons using the machines shall comply with the manufacturer's instructions. Use shall be restricted to persons 16 years of age and older. The Laundry Room(s) are available 24 hours a day. The laundry rooms are for the sole use of residents.

Lease of Unit

39. The common elements, including the various amenities, are available for the use of the residents. 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.

Notification by owner

The owner of a unit who leases the unit or renews a lease of the unit shall, within 10 days of entering into the lease or the renewal, as the case may be,

- (a) notify the corporation that the unit is leased;
- (b) provide the corporation with the lessee's name, the owner's address and a copy of the lease or renewal or a summary of it.
- (c) provide the lessee with a copy of the declaration, by-laws and rules of the corporation.

Termination of lease

If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the corporation in writing within 10 days of the termination.

Lock Boxes

40. No owner 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 may be removed by the Corporation at the expense of the unit owner.

Loitering

41. Loitering on the common elements is prohibited.

Mops, etc.

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

Moving

43. Moving in or out of the building must be done through the designated service entrance of the building, and by using the freight elevator.
44. Household furniture, appliances or materials used for restoration of units and resulting waste and discards of restoration of units must be moved by using the freight elevator and the service entrance of the building.
45. Use of the freight elevator **MUST** be arranged through the Corporation's manager or superintendent.

Noise

46. 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.

47. 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.
48. Owners shall exercise extreme 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 related items is restricted to the hours between 9:00 a.m. and 6:00 p.m., Monday through Saturday.

Notice to Corporation of Defects, Symptoms or Accidents

49. 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 odors.

Offensive Materials

50. No person shall store any flammable, combustible, explosive or offensive goods, provisions or materials on the property.

Parking

51. 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.
52. No motor vehicle, tent, boat or trailer, snowmobile, machinery or equipment of any kind shall be left on any part of the property except motor vehicles properly parked in accordance with these rules.
53. No substantial repairs or adjustments to motor vehicles may be carried out on the property. No changing of motor oil or other automotive fluids is permitted.
54. Designated Parking Spaces are not to be used for storage or any purpose other than parking of 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 a period of four (4) weeks. If not picked up by the owner, the items will be disposed of.
55. A protective pad shall be placed beneath the kickstand of all motorcycles when parked in a parking space.

56. No vehicle shall be parked at any time in designated fire lanes or at the front or rear entrances, in the rear loading dock or other areas designated as a "No Parking" zones.
57. No overnight parking is permitted in the parking area at the front of the building. No resident parking is permitted at any time in the parking area at the front of the building.
58. 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.
59. **Only full time residents of the building are permitted to use a parking space in the underground garage. All violators will be ticketed.**
60. Only road-worthy, plated and insured motor vehicles shall be kept on the property. 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.
61. Any vehicles placed on the property in contravention of these rules may be ticketed and/or towed at the risk and expense of the owner of the vehicle.
62. Only one motorized vehicle is to be parked in any parking space or two 2 wheeled (motorcycles / mopeds, scooters etc.)
63. Visitor parking may not be used by residents of the property.

Pets

64. For the purposes of this Rule, a "pet" means an animal which may be kept in a residence under the terms of the applicable by-laws of the municipality.
65. 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, if required by municipal by-law or other statute or regulation.
66. Only residents of the building shall be permitted to keep pets on the property. Visitors and non-residents shall not be permitted to bring or keep pets on the property.
67. No pet that is deemed by the Board, in its absolute discretion, to be a nuisance shall be kept by any person in any unit or in 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 be in violation of these Rules shall, within two weeks of receipt of written notice from the Board requesting the removal of such pet, permanently remove such pet from the property.
68. When on the common elements (including an elevator), all pets shall be carried or transported in a wagon or a cart. Owners that have signed the pet rule contract are allowed to walk their pet on a leash in the designated common areas as stated in the contract.
69. No pet shall be allowed outside a unit unless it is in the custody of a responsible resident and carried or transported as described above . **All pet owners that have signed the pet rule contract can walk thier pet.**
70. No pet is permitted in the recreational areas, exercise room, sauna or pool areas, laundry room or lounge.
71. All pets must be vaccinated in accordance with municipal or provincial laws respecting the same.

72. No pet is permitted on the balcony of a unit unless accompanied by a responsible person. Balconies shall not be used as areas for litter boxes, dog runs or exercise areas for the pet.
73. All pet owners shall promptly clean up any noticeable accumulation of hair, from their pet, on the common elements.

Sidewalks

74. The sidewalks, passageways and walkways 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.

Signage

75. 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 whatsoever without the prior written consent of the Board.

Smoke Detectors and Door Closers

76. 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.
77. 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.
78. 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 from the Corporation's inability to fulfill its objects and duties described in this Rule.

Smoke and Odors

79. All owners shall ensure that smoke and odors 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 odors do not migrate to the common elements or to other units (thereby causing discomfort to other residents of the building). If necessary, owners shall acquire and

operate air filters or purifiers in their units in order to avoid such migration of smoke and/or odors from their units.

Soliciting on the Premises

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

Swimming Pool

81. See Schedule "B" for rules relating to the swimming pool. (Pages 16/17)

Television Antennas

82. No television 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 by the Corporation in connection with a common television cable system. No cable shall be strung on any part of the common elements.

Temperature

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

Trespass

84. The condominium property is private property. Only owners, tenants and their families and invitees are permitted on the property.

Furthermore, where any person conducts any activity on the common elements 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*.

Use of Units

85. No unit shall be used for professional purposes such as an office for a doctor, dentist, Tattoo shop, chiropractor or lawyer.

Water and Plumbing

86. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed, and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who caused such damage.

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

ACTIVITY ROOMS

RULES AND REGULATIONS

The games in this room are for the enjoyment of all and with careful use they will last for many years. In order to provide the maximum enjoyment of these facilities, the following must be observed.

1. Users of the Activity Rooms are responsible for any and all damage which they, their guests, invitee's or families may cause to any person or property herein, and will indemnify and save harmless Carleton Condominium Corporation No. 8 from any and all claims, demands or actions with respect to any such damage

2. **Children under 16 years of age are not allowed to use the exercise equipment.**

Children under the age of 13 are not allowed to use the Billiard table. Unless accompanied by and adult .

Children must be accompanied by an adult at all times. The adult will assume responsibility for the behavior and any damages.

3. Residents must be with their guests at all times.
4. Food and drinks are not allowed in the Activity Rooms
5. The Activity Rooms are **NON SMOKING AREAS.**
6. The Exercise Room will be open for 24hs (on a trail basis).
8. Please use the Billiard Room for one game only, if other people are waiting.
9. Personally owned Darts and billiard cues will not be kept in the games room.

SCHEDULE “B”
SWIMMING POOL
RULES AND REGULATIONS

General

1. The pool is required to operate under Ontario Regulations 849/82 made under the *Public Health Act*. Failure to comply with the regulation could result in the closure of the pool by a government inspector so the co-operation of everyone is required to obey these rules and regulations.
2. The use of the pool is restricted to Condominium residents and their invited guest(s) only. Invitations are not to be construed as standing invitations. On each occasion the guest(s) must be accompanied by their host. It is the responsibility of residents to ensure that their guest(s) are fully aware of the rules and regulations. A maximum guest limit is 3 From Friday to Sunday including all statutory holidays.
3. Residents, other than those living on the first floor, should proceed to and from the pool via the basement.
4. A key is required to enter the pool area. Therefore, on entering or leaving the pool enclosure, please ensure the door is securely closed.
5. The telephone is for use in case of emergencies only.
6. The life-line (blue and white buoys) is to be used in an emergency only; it is not to be taken down.
7. All users of the pool should carefully read the signs posted in the pool area.

Operation

8. The superintendent and assistant superintendent are responsible for the physical management of the pool.
9. The opening and closing of the pool is at the discretion of the staff member on call.
10. Pool hours: 7:00 a.m. to dusk.

Lifeguard

11. A lifeguard is normally on duty from 12:00 a.m. to pool closing on weekends and statutory holidays.
12. The lifeguard is the authority for the safe use of the pool and pool area. All instructions from the lifeguard must be obeyed.

Use

13. The maximum number of persons permitted on the deck (paved) area and in the pool, when supervised by a lifeguard is fifty (50).
14. The maximum number of persons permitted on the deck (paved) area and in the pool, when not supervised by a lifeguard is ten (10).
15. Children under the age of twelve (12) are not allowed in the pool area unless accompanied by an adult.

Hygiene

16. Showers must be taken in the residential unit prior to entering the pool.
17. Cut-offs jeans , long clothing /pants are not permitted to be worn in the pool. You must wear proper swim attire .
18. Footwear must be worn to and from the pool area.
19. Hair below the neck must be tied back while in the pool to prevent deposits of hair in the pool.
20. No glass is permitted in the pool area. Containers may be used for food and drink on the grass area only.
21. Garbage cans are provided and must be used.
22. Smoking is prohibited in the pool area.

Safety

23. Diving is permitted only at the deep end of the pool.
24. Only one person at a time is permitted on the diving board.
25. Sunbathing is to be done on the grass area only.

Important Notice

(Received (and posted) from the City of Ottawa June 4, 2010)

ADMISSION STANDARDS FOR PUBLIC POOLS

Admission Standards for Public Pools were developed by the **Office of the Chief Coroner** to assist lifeguards and assistant lifeguards in maintaining adequate surveillance over the whereabouts and the activities of young bathers while they are inside the pool enclosure. The Ontario Ministry of Health and Long-Term Care strongly supports these recommendations for the purpose of preventing injuries and fatalities.

- Children under the age of 10 years who are non-swimmers (**not** able to demonstrate comfort in the water and pass the facility swim test) must be accompanied by a parent, or guardian of at least 12 years of age, who is responsible for their direct supervision. The ratio of non-swimmers to parent or guardian may be a maximum of 4 bathers to one parent or guardian (4:1). The ratio of non-swimmers to parent or guardian may be increased to a maximum of 8 bathers to one parent or guardian (8:1) if life jackets are worn by all non-swimmers in their charge.
- Children under the age of 10 years who are swimmers (able to demonstrate comfort in the water and pass a facility swim test) may be admitted to the swimming pool unaccompanied.
- Children under the age of 6 years may not be admitted to the swimming pool unless they are accompanied by a parent or guardian who is responsible for their direct supervision, with a max of two children for each parent or guardian.
- Guardians or group leaders are responsible for children in their care while in the facility and must directly supervise the children at all times.
- Guardians or group leaders should be at least 12 years of age.
- Ratios of instructors / lifeguards to bathers must also be maintained as per Ontario Regulation 565.

Class B Public Pools that do not require lifeguards still require bathers under the age of 12 years be accompanied by a parent, or his or her agent who is not less than 16 years of age.

Please Note: Contrary to the guidelines listed above and regardless of capability, children under the age of twelve (12) are not allowed in the pool area unless they are accompanied by an adult.

Page 16, para.15.

CONDOMINIUM RULES: Respecting Renovations
Effective June 1, 2010

Introduction

The following Rule respecting unit renovations 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 Rules of the Corporation are binding on each unit owner and his or her family, visitors, agents, tenants or occupants of the unit.

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 of Ontario, 1998* (as amended from time to time), or the Regulations there under or any successor thereto, ("the Act") shall have ascribed to them the meanings set out in the Act.

Owner Renovations

1. Article IV(1)(e) of the Declaration states as follows:

"Prior to making any alterations or repairs to his unit, the Owner shall submit his plans to the Board of Directors of the Corporation for approval; and the Board shall approve the plans unless the proposed alterations or repairs or the manner of carrying them out are likely to damage or impair the value of any other unit or the Common Elements. Any such change shall, if approved by the Board, be made in accordance with the provisions of all relative municipal and other governmental by-laws, rules, regulations or ordinances and in accordance with the conditions, if any, of such approval, by the Board."

2. Article VII(4) of the Declaration states as follows

"No owner shall make any structural change in or to his unit or any change to an installation upon the Common Elements or maintain, decorate or repair any part of the Common Elements (except for the maintenance of such portions of the Common Elements which the Owner having the exclusive use and possession thereof is obligated to maintain pursuant to subclause (3) of this Clause (VII)) without the prior consent in writing of the Board. Any such change shall, if approved by the Board, be made in accordance with the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances and in accordance with the conditions, if any, of such approval, by the Board."

3. When providing written consent pursuant to the above provisions, 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:
 - a: Any work, which requires the consent of the Corporation as described in Articles IV(1)(e) and VII(4) of the declaration, 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. [The office can assist owners in locating licensed electricians and plumbers who have experience working on units within 3100 Carling (C.C.C. # 8).]
 - b: With respect to any work in a unit that requires the consent of the Corporation as described in Articles IV(1)(e) and VII(4) of the declaration, the Owner shall submit the renovation specifications and drawings to the Board of Directors through the Corporation's Property Management Office. The Board or Property Manager may advise of any further or other information that it may require in order to complete its review. Once complete information is submitted, the Board or Property Manager will normally complete its review of the contemplated work within one month, and will issue a written

decision to the Owner.

- c: Any electrical device or appliance that an Owner wishes to install in his or her unit that will consume excessive energy must be reviewed by the Property Manager in advance, to ensure that there will be no tripping of main breakers.
- d: Where painting is being done, oil based paints and oil based finishes may not be used on the walls, ceilings or floors of the units or within any closets.
- e: No cutting of materials, cleaning, banging or storing of construction materials may take place on the common elements. Work must be done, and equipment and materials kept, completely within the unit.
- f: Contractors may only move equipment and materials in and out of the building using the trade entrance and using padded elevators, which must be reserved in advance by the Owner through the Management Office.
- g: Contractors must clean up after themselves. All items and waste being removed from a unit must be removed from the property at the Owner's expense. It may not be put down the garbage chute, put into metal bins on site or left on the grounds. Owners will be charged for any costs incurred by the if this rule is violated.
- h: The moving of equipment or materials by contractors and/or Owners is not permitted before 9:00 a.m. or after 6:00 pm Monday to Friday or on weekends.
- i: Noisy work may only be done between 9:00 am and 6:00 pm Monday to Saturday. No noisy work is permitted in the evenings, on statutory holidays, or on Sundays. The unit and balcony doors must be closed while any renovation or repair work is taking place.
- J: In the event that an Owner begins work or enters into a contract for work or incurs expenses before receiving written consent from the Board of Directors with respect to the work, the Owners does so at his or her own risk. The Corporation reserves the right to require reinstatement where such work has been completed, or commenced, where the Board of Directors does not ultimately provide its written approval.

Please Note: The terms “unit” and “common elements” are defined by the Act, and with reference to the unit boundaries as set out at Article I(5) of the Declaration, and the Corporation's description. All work undertaken by an Owner is subject to the Act, Declaration, Bylaws and Rules of the Corporation. In addition, any contemplated work that involves a modification to the common elements is specifically subject to section 98 of the *Condominium Act, 1998* and By-Law No. 10 (Respecting Modifications to the Common Elements).

CONDOMINIUM RULES: Respecting Visitor Parking
Effective June 1, 2010

Introduction

The following Rule respecting visitor parking is 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 Rules of the Corporation are binding on each unit owner and his or her family, visitors, agents, tenants or occupants of the unit.

This Rule is meant to supplement existing Rules respecting parking.

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 hereunder or any successor thereto, ("the Act") shall have ascribed to them the meanings set out in the Act.

1. Visitor Parking

- 1.1 No parking of any kind, including visitor parking, is permitted in the front parking lot between the hours of 1:00 a.m. to 7:00 a.m.
- 1.2 Overnight parking is defined as parking between the hours of 1:00 a.m. and 7:00 a.m.
- 1.3 Overnight visitor parking shall only be permitted in the rear parking lot.
- 1.4 Visitor parking may not be used by residents of the property, at any time.
- 1.5 Any Owner requiring overnight parking is required to register the visiting vehicle with the Corporation using the "Sign In" sheet located on the door to the superintendents offices. The vehicle must be registered for each night that overnight parking is required. **There is a maximum of 8 days free in the month . A \$5.00 fee per night is charged after the 8th day and must be paid daily at the superintendents office**
- 1.6 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.

CONDOMINIUM RULES: Respecting Cannabis
Effective September , 7 2018

CARLETON CONDOMINIUM CORPORATION NO. 8

("the Corporation")

CONDOMINIUM RULES RESPECTING CANNABIS
[Date of Board Resolution July 25, 2018]

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.

Effective Date of These Rules

1. The effective date of these Rules is September 7, 2018.

2. **General**

- 2.1 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 in accordance with 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:

All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, the Act, Declaration, By-laws or Rules;

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.]

- 2.2 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.

- 2.3 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.

3. **Additional Definitions**

Cannabis

Cannabis has the common meaning of that term 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.

4. **CANNABIS GROWING**

- 4.1 No one is permitted to grow cannabis anywhere on the property (whether on the common elements or in any of the units), except as permitted by this Rule.
- 4.2 No one is permitted to grow cannabis on the common elements, without consent of the Board.
- 4.3 A resident may grow cannabis in the resident's unit, but only subject to the following:
- (a) 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.
 - (b) The cannabis growing must only be as necessary to meet the resident's personal needs for cannabis.
 - (c) The resident must give the Corporation prompt written notice that the resident is growing cannabis in the resident's unit.
 - (d) 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 (which are bulk-metered in this condominium), 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.

- (e) The cannabis growing must otherwise be in compliance with all federal, provincial and municipal laws dealing in any way with the licensing and/or regulation of the growing of cannabis.
- (f) 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, in order to inspect the growing of the cannabis.

CANNABIS SMOKING

- 4.4 Subject to Article 4.4 herein, no smoking of cannabis is permitted anywhere on the property. For purposes of clarity, smoking of cannabis is prohibited on the common elements – general or exclusive - and within the units.
- 4.5 The Board may give written permission for a resident 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 in order to reside in the unit. [For this purpose, 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 it is necessary for the resident to smoke the 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).]
- 4.6 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.

Cannabis smokers are responsible for all costs incurred by the corporation to prevent migration of smoke or odours from the resident's unit to other units or the common elements.

GENERAL

- 4.7 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.

- 4.8 If the resident is not in compliance with any of 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.
- 4.9 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.

5. 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.

CONDOMINIUM RULES: Respecting Service Animal
Effective January 5, 2019

CARLETON CONDOMINIUM CORPORATION NO. 8
(“the Corporation”)

CONDOMINIUM RULES RESPECTING SERVICE ANIMAL
[Date of Board Resolution August 29, 2018]

Further to the Pet Rules:

All service animals must be registered with the City of Ottawa and documentation of this registration provided to the Corporation.

The Corporation is entitled to medical evidence as to why the resident requires a service animal and may not be able to comply with the pet transportation rule. This may be asked for in order to determine if any accommodations are required and must be provided by a medical professional licensed to make that diagnosis.

The service animal must always remain on a leash and under control.

The animal must wear a vest indicating that it is a service animal when on the common elements.

This exception is only to ingress or egress the building from and to your unit.

The exception to the pet transportation rule is granted to the applicant personally. As a result, if a service animal is on the common elements with someone other than the applicant then the pet transportation rule remains in effect and must be followed.

As per Board of Director

December 5, 2018.

RESIDENTS INFORMATION

**On-call telephone number or emergency
613-829-8200**

ACCESS

No one should be allowed into the building unless they have a key or have been "buzzed" in. It may seem polite to open the door or keep the front door open for someone else but it is not secure. ***Please do not let anyone in unless you know them or they have a FOB to the front door.***

Do not let canvassers into the building as it is very bad for security. Fraudulent canvassers claiming to be from local charities have been found in the building. All proper canvassers have proper identification.

Residents should keep their doors locked at all times and not open the door to anyone they don't know. Use the peep hole in your door.

ALUMINIUM WIRE

This building has aluminum wiring which can become a problem in time as it heats up faster than copper wire and tends to ease away from any pressure such as a screw on an outlet. Residents must use the proper outlets and switches for aluminum wire or have an electrician make a joint between the aluminum wire and an outlet/switch using copper wire.

APPLIANCES

Large appliances cannot be taken away with the regular garbage. Residents disposing of their large appliances must make their own arrangements for their removal through the trade entrance door.

DELIVERIES

All deliveries and moves (in and out) must be made through the **basement and not the front door.**

DON'T FEED BIRDS AND SQUIRRELS

Please don't feed pigeons, gulls, squirrels or any wild animal. They leave their "droppings" on other balconies and this is not appreciated by your neighbours. Pigeon droppings are actually corrosive.

EMERGENCY POWER

In the event of a loss of electricity, the condominium has a generator which powers the emergency lights in hallways, stairways, garages and penthouse, the overhead door to the garage, the heating system, the "A" elevator and the front door entry system.

FIRE

If you have a fire,

Pull the nearest fire alarm pull station. The alarms are located at the end of each hallway. This will sound the alarm and automatically notify the fire department.

If it is a small fire, use the fire extinguisher in the hose cabinets but do not take any risks. Take the time now to locate the pull station and the hose cabinet nearest to your unit.

OVERHEAD GARAGE DOOR

The garage door is a quick closing door and was installed to give increased security. Only one vehicle can pass through at a time. When two vehicles met at the door, priority goes to vehicle leaving the garage. It is best to let the door close completely after a vehicle passes through and then signal the door to open again.

GARBAGE

Garbage should be put in the chute unless it is too large to fit. Do not leave items on the floor of the garbage room chute. Large items should be brought to the basement and the staff will deal with them. Perishable foods should be double bagged to control odours. Please wrap broken glass well to avoid injuries to staff.

GOING AWAY?

If your unit is going to be unoccupied over the winter months you should make arrangements for a competent person to enter the dwelling to ensure that heat is being maintained. Read your insurance policy to find out how often your unit should be checked. Every two days is a good minimum.

KEYS

The Corporation holds the keys to all units for the benefit of the owners and as required by the Declaration. The keys are only used by staff with the consent of the owner/tenant when it is necessary or in an emergency. All owners must provide the Corporation with all front door keys.

FOB's, keys and openers are available from the Manager between **7a.m. and 11 a.m.** on weekdays. Prices are listed on the last page of this package.

Note: Tenants requiring additional keys must have the permission of the owner to do so.

LAUNDRY FACILITIES

Residents should use the laundry facilities on their own floor. It is unfair to those living on the other floor and could make their waiting period longer than it should be. The dryer lint traps should be cleaned after each use.

LOST AND FOUND

Please turn any found items to the office, or to the staff. Found items will be kept in the office for safekeeping until claimed by their owners.

NEWSLETTER

If there is an announcement that you would like included in **3100 WORDS**, please drop a copy of the text off at the office with your name and unit number. Submissions will be subject to the approval of the Board of Directors.

NOISE

Please police yourselves. Be considerate of your neighbours. The sound of walking around your unit with shoes on echoes into the unit below.

OPENING DOORS (AFTER HOURS)

A fee of **\$100.00** is payable to the on-duty superintendent if he is requested to open a door for a resident after normal business hours. There have been cases of the ``On Duty`` superintendent being woken up at 3 a.m. to let someone in. See page 27.

PENTHOUSE

Persons renting the penthouse should contact the superintendent if the room is not clean upon arrival. Persons renting the room are responsible for the cleanliness of the room and for any damage. The penthouse is checked each night at closing. Security camera's have been installed for your safety. ***Only on site residents are allowed to rent the Penthouse .***

RENOVATION GARBAGE / DEBRIS

Residents are reminded that should they employ contractors, their agreement with them should include the stipulation that all garbage be removed off the property. We have no facilities for construction waste. Further, they should not block the hallways with their tools or material. Please refer to the ``Renovations Rule`` for further information on this issue.

SHOPPING CARTS

Shopping carts are available for use by residents. Please return the carts to the basement as soon as possible after using them. (20 minute time limit)

SIGNS ON NOTICE BOARDS

Residents and unit owners may put up notices on the bulletin boards in the basement, mailroom and laundry rooms. They should be dated by the Manager and are subject to removal if considered inappropriate by the Manager or Board of Directors.

Maximum posting, (30 days)

SNOW and MUD IN THE HALLS

Residents are asked to kick the snow and mud from their boots outside or in the garage and not in the halls or by kicking their boots against the wall by the elevators. Skis and sleds are not be left to dry in the halls as they are blocking the escape route and will damage the carpets. The hose in the wash bay can be used to clean boots, sleds etc. **A \$50 administration fee** could be applied if the rules are not followed and extra cleaning is required.

THERMOSTATS (IN APARTMENTS)

Thermostats should never be set lower than 21 degree's Centigrade (70 "Fahrenheit) at any time of the year. The thermostat controls a small motor that opens and closes a zone valve which regulates the flow of hot water in the radiators. If the flow of hot water is cut off by a thermostat set too low and the outside temperature is extremely cold, the water in the pipe could freeze and cause the pipe to split. At this point if hot water were to re-enter the radiator, (caused by someone feeling cold and setting the thermostat higher) the hot water would burst through the split pipe resulting in water damage to your apartment and the ones below you.

Note: Should you be found to be at fault for the burst / frozen pipe, the resulting damage costs would be at your expense.

CARLETON CONDOMINIUM CORPORATION NO. 8

(“the Corporation”)

CONDOMINIUM RULES RESPECTING “TOBACCO” AND “VAPING”**(Date of Board Resolution June 23, 2021) 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.

1. Effective Date of These Rules

The effective date of these Rules is August 18, 2021.

2. General

2.1 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 in accordance with 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 in order 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 because of a violation of the Act, Declaration, By-laws, or Rules; and may be reasonably increased, from time to time, by Board resolution.]

2.2 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.

2.3 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.

3. Additional Definitions

3.1 TOBACCO AND VAPING

For the purposes of this rule:

- “smoking” means smoking (inhaling and exhaling) **or holding lighted**

tobacco.

- “vaping” means inhaling or exhaling vapour from an electronic cigarette (e-cigarette) **or holding an activated e-cigarette**, whether or not the vapour contains nicotine.

4. TOBACCO SMOKING & VAPING RULES

The ultimate objective of this rule is to have a smoke and vaping free building, while at the same time respecting the rights of current residents who are smokers or vapers. Out of concern for the effects that second-hand smoke has on those with respiratory, or other health related conditions, The Board of Directors of Carleton Condominium Corporation No. 8 have approved the following rules.

A. TOBACCO SMOKING AND VAPING INDOORS:

Smoking and Vaping is not permitted anywhere in the building including units, in accordance with the following schedule. Effective on **August 18, 2021**, all current and new residents, all current and new employees, and all guests of 3100 Carling Avenue after August 18, 2021, will be prohibited from smoking and vaping any-where in the building and all its premises.

1. Smoking and vaping shall be prohibited in all indoor areas of 3100 Carling Avenue. This includes, but is not limited to, units, underground garages, hallways,

stairways, foyers, staff room, fire escapes, basements, storage areas, and other common building facilities.

2. If there are current residents of 3100 Carling Avenue who are a) Current smokers; b) Current vapers prior to the adoption date of this no-smoking and Vaping rule, shall be designated as “Grand fathered residents.” for **3 years**

Notwithstanding any other provision of this regulation to the contrary, smoking and vap-ing shall be prohibited in all indoor areas of 3100 Carling Avenue except that “Grand fa-thered residents” shall be allowed to smoke or vape only in their individual unit of resi-dence.

3. If a resident move to another unit in the building or if the resident leaves 3100 Carling Avenue as a resident and then returns as a new resident at later time, this exemption will be permanently lost.

This exemption is temporary and will expire in **3 years after the rule took effect**, at which time the resident will be required to adhere to the no smoking and vaping rule.

B. TOBACCO SMOKING AND VAPING OUTDOORS:

1. Notwithstanding the above prohibition on smoking or vaping in all indoor areas, shall also be prohibited in all outdoor areas, including but not limited to, balconies, roof top pa-tio, swimming pool enclosure, driveways, exterior landings, front steps, lawns and gar-dens, entrance ways.

If smoking outdoors: The smokers or vapers shall make sure they are at least 30 feet away from any areas described above.

2. Smoking and vaping shall be prohibited in all areas as noted above in items A.1 for grandfathered persons and in B1 areas.

Any current resident, after the no smoking rule takes effect who wishes to smoke, must complete a temporary smoking exemption form allowing them to smoke within their unit only.

Failure of any resident to follow the smoke-free rule will be considered a rule violation and will result in an administration fee of \$75.00.

4.1 If permitted to smoke tobacco or vaping in a unit (as noted above), the smoker or vaper must take reasonable steps to ensure that the smoke does not migrate to the common ele ments or to other units (which could cause nuisance, disturbance, or harm to other resi dents of the building, or their guests). Without limiting the generality of the foregoing, the smoker or vaper must ensure that:

- (1) all windows and exterior doors are closed when smoking or vaping takes place inside the unit.
- (2) appropriate air filtering and/or purifying is installed to prevent second-hand smoke from entering neighbouring units or the common elements.

Tobacco smokers and vapers are responsible for all costs incurred by the corporation to prevent migration of smoke or odours from the resident's unit to other units or the common elements.

GENERAL

4.2 If the resident is not in compliance with any of the provisions of this Rule, or if the Board, acting reasonably, determines that the tobacco smoking or vaping 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.

4.3 Any permission to smoke tobacco or vape (as described above) ceases as soon as the need to do so (as also described above) comes to an end.

5. 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.

Posted July

TOILETS RUNNING ON

If your toilet makes a sound like running water all the time, call the office. There could be a problem with your toilet.

UNIT BOUNDARIES

The boundaries of the units are laid down in the By-Laws and are used to determine which part is owned by the Corporation and which part is owned by the Unit Owner. As an example, the door to the hallway is owned by the Corporation up to the unfinished inside surface of the door. This means that the owners paint / varnish etc. the interior surface of the door in their unit.

Similarly, the Corporation owns the two balcony doors up to and including the unfinished inside surface of the door.

VISITOR PARKING

The parking spaces at the front of the building are for the use of **VISITORS** to 3100 Carling Avenue **ONLY**. Residents should use their assigned parking space and not a visitor parking space. Overnight parking is not permitted in front of the building. Cars found parking overnight will be ticketed. If front visitor parking is full, visitors may park along the wall next to the theatres **"VISITOR" is written on the wall**. Then you must register the visiting vehicle with the Corporation using the **"Sign In"** sheet located on the door to the superintendents offices. So that the vehicle will not receive a parking ticket. Once a Violation Ticket is written it can not be reversed.

EXERCISE / BILLIARDS ROOM

Exercise Room: Children under the age of sixteen (16) are not allowed to use the equipment. Residents use the equipment **"At Their Own Risk"**.

Billiards Room: Players must be 16 years of age or older to use the room. Ages 13-15 Must be accompanied with an adult.

USER FEES AND ADDITIONAL COSTS (As of 2023)

Guest Suite ("A" or "B")	Nightly Rental	\$100.00
	Deposit	\$100.00
Penthouse	Daily rental	\$150.00
	Deposit	\$200.00
Keys	*Common* Room Key	\$ 10.00
	Front Door Fob	\$ 25.00
	Garage Door Opener	\$ 65.00
	Laundry Room	\$ 10.00

Carleton Condominium Corporation No. 8

How to use the WASHING MACHINES

Step 1: Insert laundry

Step 2: Insert Soap (ONLY 1/4 CUP), Bleach and softener into the BLACK slot located on top of the washing machine.

The machine will automatically dispense the cleaning products during the various cycles.

Step 3: Remove your laundry and proceed to the dryers.

Reminders: Please:

- Keep track of the time that you are using the washers and dryers. Other residents could be waiting to do their laundry.
- Wait at least 15 minutes before removing someone else's finished load.
- If emptying a dryer, (to use it) folding is not necessary, however placing the load neatly on the counter is appreciated..
- Please clean out "**YOUR**" lint trap.
- Large items should be taken to a commercial cleaners.
- Washers \$2.00 per load. Loonies Only
- Dryers \$2.00 per load. Loonies Only

Coins are sold at the superintendent office between 7am –3pm

Additions / New Rules**Effective February 13/14****Additional Guest Suite Services**

The following services will be available to your guests, at a fee after a three (3) day stay.

1: Sheet Change	\$10.00
2: Towel Change	\$10.00
3: Sweeping floor	\$15.00
4: Bathroom Cleaning	\$20.00

Effective April 2012**After Hours Entry**

There will be a charge of one hundred dollars (\$100.00) for any request for access to the building / unit, after hours.

- Weekdays / 3:30pm to 7:00 am
- Weekends / 12:00pm to 7:00 am

This fee will be in cash and payable to the staff member on call, once they arrive at the building. This is applicable only to residents who are on our resident list. All others will be denied access.

Effective September 7, 2018**Rule respecting Cannabis**

See page 22

Effective January 5, 2019**Rule respecting Service Animal**

See page 26

USER FEES AND ADDITIONAL COSTS (As of Oct. 10, 2018)

Guest Suite ("A" or "B")	Nightly Rental	\$ 100.00
	Deposit	\$100.00
Penthouse	Daily Rental	\$ 150.00
	Deposit	\$ 200.00
Keys		
	Common Room Key	\$ 10.00
	Front Door Fob	\$ 25.00
	Garage Door Opener	\$ 65.00
	Laundry Room	\$ 10.00
Admin Fees	Late Payment Fee	\$ 25.00
	Returned Cheque	\$ 50.00
Common Room Key		
Hobby room		
Locker Rooms		
Penthouse		
Garbage Rooms		
Sauna		
Exercise Room		

EMERGENCY TELEPHONE NUMBERS

Ottawa Police - Non Emergency	613-236-1222
- Emergency	613-230-6211

Life threatening emergency or Crime in progress	9-1-1
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POISON INFORMATION CENTRE	613-737-1100
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OTTAWA BYLAW (NOISE COMPLAINTS)	3-1-1
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Superintendent "ON DUTY"	613-829-8200
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Office (Tel) 613-829-8432

Hours / Weekdays Only

7:00 am to 11:00 am

carletoncondo3100@outlook.com

