

Frobisher Place Rules & Regulations

INTRODUCTORY NOTE

Introduction

These Rules & Regulations were approved by the Board of Directors at its meeting on _____ - and have been drawn up under the authority of Section 58 of the Condominium Act of Ontario (See Annex) These Rules are to be observed by all owners.

The following Rules & Regulations 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 the other units. **All previous Rules & Regulations and House Rules are hereby repealed.**

The Rules & Regulations 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 & Regulations from time to time in accordance with the Condominium Act, 1998.

The French translation is provided for the convenience of owners and residents of Carleton Condominium Corporation No. 82. We have used our best efforts to ensure an accurate translation of the English version. However, in the event of an inconsistency in the two versions, we must advise that the English version is the effective version to prevail.

Definitions

Owners: 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 meaning set out in the Act.

General

1. Any loss, cost or damages incurred by the Corporation to enforce any of the Rules, Bylaws or the Declaration in force from time to time with respect to any unit or its 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 \$ 50.00, 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 therein.

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 the insurance on the building, or on property kept therein;
 - 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 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.

1. Use and enjoyment of your unit

1.1. Keys

This Rule is supplementary to the Corporation's right of access set forth in the Condominium Act, 1998 and the Declaration. Owners shall provide the Management Office with duplicates of all keys necessary in case of emergency to enter their units. If an owner fails to provide a key to his or her unit for any reason, any damage to the unit, other units or the common elements resulting from forced entry or delayed entry in case of emergency shall be borne by such owner. *The Corporation may enter any unit upon reasonable notice, in order to carry out the objects and duties of the Corporation, however, that in case of an emergency it may be reasonable for the Corporation to gain immediate access to a unit. (i.e. without notice).*

** The Corporation shall keep the keys in safe storage.*

1.2. Water

Water shall not be left running unless in actual use.

1.3. Electricity

No electrical machinery, other than household appliances not otherwise prohibited, shall be installed by owners of the units. *Owners shall not overload existing electrical circuits. All electrical appliances or equipment used in any unit shall comply with the applicable regulations of appropriate authorities from time to time in force.*

1.4. Pets

Any owner who keeps a pet on the property or any part thereof shall not create a nuisance in relation to the other unit owners and shall not disturb the enjoyment of the common elements. Any pet on the property or any part thereof shall at all times be under control of its owner. Owners shall observe all City of Ottawa by-laws concerning *pets i.e. licensing, shots and number of pets. Pets are not permitted to use the balconies, hallways as runs or to urinate/defecate on common areas.* No pet that is deemed by the Board, in its absolute discretion, to be a nuisance shall be kept by any owner. Any owner who keeps a pet shall within two weeks of receipt of a written notice from the Board or the Manager requesting the removal of such pet, permanently remove the pet from the property.

1.5. Laundry machines

Laundry machines *are not permitted in the units* or stored inside units or lockers except for units on the 29th floor. Violation of this Rule carries a fine of \$100 for first infraction and \$500 for each subsequent infraction.

1.6. Pest Control

From time to time it will be necessary to treat all or parts of the building against vermin. Such procedures shall be carried out at times to be arranged between the respective owners and the Management Office. An owner's permission may not be unreasonably withheld.

1.7. Noise

Owners, their families, guests, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the Management Office, might 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. *Noise 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 8:00 a.m. and 8:00 p.m. Monday through Saturday. No renovation noise on Sundays.*

1.8. Heating

Suites are heated by hot water flowing through baseboard radiators. To avoid the danger of freezing during the heating season and the extensive damage which results, residents shall:

- A) Keep the thermostat ON *minimum* in their units, *during the heating season*.
- B) Notify the office if the unit is to be left vacant. *Owners are responsible to have unit inspected as per insurance guidelines, generally every 48 hours. Check your policy.*
- C) Avoid leaving windows open.
- D) Air conditioning equipment must be covered with an insulated plywood box or equivalent protection against cold temperatures during the winter.

1.9 Flooring

Owners wishing to install hardwood flooring or floating floors, must ensure that sound proofing be installed to minimize the transmission of noise between units. Flooring that is specifically designed for multi dwelling units can be obtained at most lumber yards.(condominium standard underlay).

1.10 Unit Entrance Doors

Entrance doors to units shall be kept closed at all times, for reasons of security and fire.

2. Use and enjoyment of the common elements

2.1. General rules

2.1.1. Introductory statement

Common elements and areas, including those to which an owner has exclusive use, shall be used solely for the purposes for which they were constructed; they shall not be defaced, damaged or altered in any way.

2.1.2. Access

The sidewalks, entry, passageways, walkways, driveways used in common shall not be obstructed by any of the owners or used by them for any purpose other than for entering or leaving their respective units.

2.1.3. Tents, vans and trailers

No building, structure or tent shall be erected and no trailer with or without living, sleeping or eating accommodation shall be placed on the common elements without the written permission of the Board.

2.1.4. Landscaping

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.

2.1.5. Loitering

There shall be no loitering in the main lobby, entrances, passageways and hallways.

2.1.6. Attire

No person shall be allowed in common areas including the exercise room, billiard room and table tennis room in bare feet or without clothing suitable for wear on a public street.

2.1.7. Signs

No signs, advertisements or notices shall be inscribed, painted, affixed or placed on any part of the land inside or outside of the building or on common elements whatsoever without prior written consent of the Board. Personal use may be made of the billboard space on the ground floor subject to the requirements of the condominium and the approval of the Management Office.

2.1.8 Shopping Carts

A number of shopping carts have been provided for your convenience in the garage to carry heavy parcels or baggage. These shall be returned to the garage immediately after use and shall not be left in the corridors. *It is against fire regulations to leave carts, shoes, boxes, mats, etc... in the corridors or stairwells.*

2.2. Recreational facilities

2.2.1. General statement

The recreational facilities shall be used in such manner and at such times as determined by the Board of Directors. The recreational facilities provided are as follows: changing rooms, sauna, games room, recreational room, billiard room, workshop, landscape areas, Perrier room, tennis court, swimming pool and exercise room. Users of the facilities are responsible for any damages to the walls, floors, ceiling, fixtures and equipment.

2.2.2. Party room and Exercise room

- (a) These rooms are available to all owners/*residents who live on the premises*. Arrangements for their use are to be made at the Management Office.
- (b) A charge and deposit to be determined from time to time by the Board and payable in advance, shall be made for their use.
- (c) There shall be no use of the Party Room beyond 1:00 a.m. and music shall stop at 11:00 p.m.
- (d) Users of the exercise room are required to purchase a key to the facility - all or part of the cost is non refundable - and sign a C.C.C.#82 Waiver of Liability and must be 18 years of age. The exercise room is for the exclusive use of owners(who live on the premises) and residents. Visitors are **not** permitted in the exercise room.

2.2.3. Workshop

Owners using the workshop shall ensure that all waste materials are removed. The workshop shall not be used as a storage facility. Users shall not damage floors and walls. Persons using the workshop and its facilities do so at their own risk.

2.2.4. Swimming Pool

Proper cover-ups over swim wear and appropriate foot-wear shall be worn to and from the swimming pool and sauna. Posted Swimming Pool Rules shall be observed at all times in the pool area.

2.2.5. Bicycles

Bicycles are not allowed in common areas such as lobbies, corridors, balconies, *elevators* or chained to posts. All owners' bicycles shall be placed and neatly stored in the bicycle room; visitors shall park their bicycles in the racks provided at the side of the building.

2.2.6. Safety

Persons under the ages shown below shall not be allowed into the billiard, ping pong and exercise rooms unless accompanied by an adult:

- age 14 for the ping pong room
- age 16 for the billiard room
- age 18 for the exercise room
- age 18 for the sauna

2.3. Parking and your vehicle

2.3.1. General statements

Parking is provided for and restricted to owners and their guests. Motor vehicles shall be parked only on those parts of the common elements identified explicitly as parking spaces. Motor vehicles shall not be driven on any part of the common elements other than on a driveway or a parking space. Upon reasonable notice, the Management Office may require any parking space to be vacated for necessary repairs and/or maintenance. *Any vehicle placed on the property in contravention of these rules may be ticketed and/or towed at owners risk and expense.*

2.3.2. Parking for residents

Owners shall park their vehicles in their own private designated parking spaces. The following may be parked in such spaces:- private passenger automobiles, station wagons, one-half ton pick-up trucks with uncovered rear end and sills not exceeding four feet in height *and motorcycles. A protective pad, shall be placed beneath the kick stand of all motorcycles when parked in the garage.*

The make, model and license number of the vehicle shall be submitted to the Management Office.

Trailers, boats, snowmobiles and mechanical toboggans *are not permitted to be parked in the garage. a*

(a) Residents are permitted to use the areas designated as "guests only" during week-days for a maximum of 15 minutes between 9 a.m. and 5 p.m. On week-ends and holidays such use is not permitted.

(b) Parking decals, which may be obtained from the Management Office shall be displayed on every vehicle parked in the garages. These decals shall be displayed on the bottom corner of the windshield on the driver's side.

(c) *Remote – can be purchased in the Management office.*

(d) *Designated parking spaces are not to be used for storage or any purpose other than parking of motor vehicles. eg. tires, signs, containers. Items stored in parking spaces will be removed and tagged and placed in safe keeping for a period of 4 weeks. If not picked up by owner, the items will be discarded.*

2.3.3. Leasing of private designated parking space

(a) Any owner leasing or granting permission to another person to use his parking space must report such arrangement to the Management Office and provide the name of the user, make and model of the vehicle and license number.

(b) *Only residents of the building are permitted to use the parking space in the underground garage, if the owner is not using the authorized spot, a visitor, authorized by the owner, may, (with approval of the Board) on a short term basis be allowed the use of said spot.*

(c) *Owners/residents are not permitted to rent their spot to non-residents*

2.3.4. Parking for guests of residents

Guests are permitted to park in the designated visitor parking area overnight and shall register their cars including license number and number of the unit visited, for the day(s) their vehicle is in the Visitor Parking area overnight. No guest shall use Visitor areas for more than a total of ten (5) days each month without the prior consent of the Board.

2.3.5. Playing in the garage

No games of any kind shall be played in the garage.

2.3.6. Speed limits in the garage

Users of the underground parking shall obey the speed limits posted from time to time by the Board of Directors.

2.3.7. Yield to incoming vehicles

Drivers in the parking garage shall yield to all vehicles entering the garage.

2.3.8. Repairs to vehicles

No repairs, other than topping up windshield washer fluid, checking oil etc., shall be carried out on vehicles on the common elements.

2.4. Balconies and windows

2.4.1. General statement

Balconies are exclusive use common elements to which access is restricted to residents of the related units as defined in Article III of the Declaration for CCC No. 82.

2.4.2. Storage on balconies

Balconies shall not be used as storage areas. *The following is a list of items forbidden on balconies: Clotheslines, bicycles, barbecues, hibachi or similar cooking appliances.*

2.4.3. Barbecues

No resident is allowed to use a barbecue on a balcony. Barbecue facilities are provided on the grounds at the rear of the building on a first come first served basis.

2.4.4. Awnings and shades

No awnings, signs or shades shall be erected over and outside of windows or balconies.

2.4.5. Balcony Decoration

Guidelines for balcony decoration are set by the Board of Directors from time to time in accordance with the Condominium Act and the Declaration. *Waterproofing membrane, ceramic tiles in a mortar bed and carpet that is not adhered to the surface in any manner are acceptable floor coverings. Refer to By-law.* Walls and concrete railing panels shall **not** be carpeted. Coverings on the walls and railings other than approved paints are not permitted. Paint colours and specifications for balcony decoration are available from the Management Office. (Other provisions and restrictions may apply -Refer to the Board)

2.4.6. Air conditioning

(a) A ventilation or air conditioning or air cooling device may be installed in any unit *subject to it being installed in the opening provided for that purpose. Water cooled units are not permitted by City of Ottawa regulations.*

(b) No owner shall permit any such device to leak condensation or to make any noise which may unreasonably disturb or interfere with the rights, comfort or the conveniences of any other occupant of the building. If any such device shall become rusty or discolored the owner shall have it painted in a good and workman-like manner in the standard colors selected by the corporation for the building. If the owner fails to keep any such device in good order and repair and properly painted, the corporation in its discretion may remove such device, charging the cost of removal to the owner and the device shall not be replaced until it has been put in proper condition and only with the further written consent of the corporation.

2.4.7. Dusting

No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the common elements over which the owner has exclusive use.

2.4.8. Antennas & Communication Devices

No television antenna, aerial, satellite dish, tower or similar structure and appurtenances thereto *shall be affixed to any portion of the common element*, except for use in connection with a common television cable system.

2.4.9. Windows

- a) Nothing shall be placed on the outside of window sills or projections.
- b) Broken windows shall be repaired at the cost of the unit owner. (Declaration -Article VI)
- c) Replacement of thermopane window glass with broken seals shall be borne equally by the unit owner and corporation. Replacement arrangements shall be made through the Management Office.

2.4.10 Flower Boxes.

Flower boxes shall not be placed on the outside of the railing on the balconies. Residents should take care watering plants placed on balconies to limit water and debris falling onto the balcony below.

2.5. Guest Suite

- (a) The suite belonging to the corporation may be rented by residents for the use of their guests. Booking for such suite may be arranged through the Management Office.
- (b) Residents renting a guest suite shall be held responsible for all damages and all missing articles.
- (c) Non- Resident owners do not have the right to rent the Guest Suite. That privilege goes with the resident owners.
- (d) Maximum rental time is 10 days, if at the end of 10 days, no one wants it – it can be rented for another week.
- (e) All reservations must be pre-paid
- (f) Damage deposit to be paid at time of reservation
- (g) Rental rate is fixed by the Board of Directors

2.6. Garbage

- (a) Owners shall not place, leave or permit to be placed or left in or upon the common elements, including those of which they have the exclusive use, any debris, refuse or garbage. Items too large to be placed in the chute shall be taken to the garbage room located on the ground floor and placed in the bins therein located.
- (b) All garbage must be deposited in the garbage chute. Recyclable materials as defined from time to time are to be taken to designated drop off locations on level 1 or level 2 of the parking garage.
- (c) All trash shall be placed in closed plastic bags, which have been properly sealed before being deposited in the chute.
- (d) The water closets and other 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, whether caused by him or by his family, guests, visitors, servants, clerks, or agents.
- (e) Residents shall not throw any articles (e.g. cigarette butts) out of the windows or doors or over balconies of the building.
- (f) Residents are encouraged to avoid using the garbage chute between the hours of 10 p.m. and 7 a.m.
- (g) *Large furniture/carpets/appliances must be removed at owners expense. Construction material must be taken off site by contractor. Construction material will not be picked up by the City.*

3. Fire & Security

3.1 General

No owner shall do, or permit anything to be done in his unit or his common elements to which he has exclusive use, or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or 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 or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.

3.2 Keys

The fire code requires that entry to units be available at all times as required in emergency. Duplicates of all keys necessary to enter any unit must be in the possession of the Management Office. Cf. para. 1.1. above.

3.3 In-unit alarms

The Tele-Master entry system in each unit has been modified to serve as part of the emergency alarm system. The whole system forms part of the common elements and shall not be tampered with in any way.

4. Leasing and moving

4.1 General

The Management Office shall be advised of all moves into and out of the building at least one week in advance at which time arrangements will be made to place the freight elevator on service. Not more than one person shall be permitted to move in or out of the building at any one time.

4.2 Moves on Sundays

No owner shall be permitted to move into or out of the building on Sundays except with the prior written permission of the Board of Directors which permission may be given only in exceptional circumstances.

4.3 Use of freight elevator

Moving shall be restricted to the side door and the freight elevator only. Persons moving are to ensure compliance with arrangements made by the Management Office in this regard.

4.4 Hours of moving

Moving will be permitted between the hours of 8:00 a.m. to 4.30 p.m. and 6:00 p.m. to 9:00 p.m. Monday through Friday, and 8:00 a.m. to 6:00 p.m. on Saturdays. *Absolutely, no moves permitted on Sunday.*

4.5 Completion of move

The owner or tenant moving shall report completion of the move to the Management Office, at which time an inspection of the common elements will be made.

4.6 Deliveries

Deliveries of furniture or bulky objects not in the nature of a general move will not be subject to the above articles but will be restricted to the side door and freight elevator only. Persons expecting such deliveries are asked to contact the Management Office or the Superintendent in advance so that the freight elevator may be put on service. *Refer to hours of moving, for permitted delivery times.*

4.7 Moves for rental units

To enable Management to identify persons authorized to use the common elements and to determine compliance with the provisions of the Declaration, any owner who intends to lease or loan his unit shall file with the Management Office, not less than one week in advance of the proposed occupancy, information stipulating: the identity of the tenant, the particulars of the tenancy and the owner's acknowledgment of his obligations under the same. Owners shall ensure that their tenants are furnished

with a copy of these Rules, *and comply fully with the requirements of leasing under section 83 of the Condominium Act, 1998.*

5. Miscellaneous

5.1. Liability of owners

- (a) Any loss, cost or damages incurred by the corporation by reason of a breach of the rules in force by an owner, his family, guests, servants, agents or occupants of his unit shall be borne by such owner and may be recovered by the corporation against such owner in the same manner as common expenses.
- (b) Owners shall be liable for the cost of repairing any damage attributable to the improper use or negligence by the unit owner or occupant of the electrical, water or heating system in the unit.

5.2. Enforcement of rules

These rules may be enforced by application to a judge of the county court in accordance with the provisions of the Condominium Act.

5.3. Solicitation

Solicitation for charity, promotion or sales is not permitted except with the specific approval of the Management Office.

5.4. Auction/Garage sale

No auction/garage sale shall be held on the property without the previous written consent of the Board of Directors.

5.5 Parcels & Letters

The Management Office will accept deliveries of packages, courier and registered letters with the prior authorization of the unit occupant. This service is provided on a courtesy basis only and owners who choose to take advantage of this service do so on the understanding that packages and parcels may only be retrieved during regular office hours. Such owners shall not disturb staff members after hours in order to pick up parcels or packages.

ANNEX

Extract from Condominium Act, 1998,

Rules 58 (1) The board may make, amend or repeal rules respecting the use of common elements and units to,

- (a) promote the safety, security or welfare of the owners and of the property and assets of the corporation; or
 (b) prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the corporation. 1998, c. 19, s. 58 (1).

Rules to be reasonable

- (2) The rules shall be reasonable and consistent with this Act, the declaration and the by-laws. 1998, c. 19, s. 58 (2).

Same, proposed rules

- (3) Rules proposed by the declarant before the registration of a declaration and description shall be reasonable and consistent with this Act, the proposed declaration and the proposed by-laws. 1998, c. 19, s. 58 (3).

Inconsistent provisions

- (4) If any provision in a rule or a proposed rule is inconsistent with the provisions of this Act, the provisions of this Act shall prevail and the rule or proposed rule, as the case may be, shall be deemed to be amended accordingly. 1998, c. 19, s. 58 (4).

Amendment by owners

- (5) The owners may amend or repeal a rule at a meeting of owners duly called for that purpose. 1998, c. 19, s. 58 (5).

Notice of rule

- (6) Upon making, amending or repealing a rule, the board shall give a notice of it to the owners that includes,

- (a) a copy of the rule as made, amended or repealed, as the case may be;
 (b) a statement of the date that the board proposes that the rule will become effective; and
 (c) a statement that the owners have the right to requisition a meeting under section 46 and the rule becomes effective at the time determined by subsections (7) and (8). 1998, c. 19, s. 58 (6).

When rule effective

- (7) Subject to subsection (8), a rule is not effective until,

- (a) the owners approve it at a meeting of owners, if the board receives a requisition for the meeting under section 46 within 30 days after the board has given notice of the rule to the owners; or
 (b) 30 days after the board has given notice of the rule to the owners, if the board does not receive a requisition for the meeting under section 46 within those 30 days. 1998, c. 19, s. 58 (7).

Same

(8) A rule or an amendment to a rule that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose. 1998, c. 19, s. 58 (8).

Same, proposed rule

(9) Despite subsection (7), a rule proposed by the declarant before the registration of the declaration and description shall be effective until it is replaced or confirmed by a rule of the corporation that takes effect in accordance with subsection (7). 1998, c. 19, s. 58 (9).

Compliance

(10) All persons bound by the rules shall comply with them and the rules may be enforced in the same manner as the by-laws. 1998, c. 19, s. 58 (10).