

## **OCSCC No. 718 RULES** – *Current as at October 20, 2015*

BE IT RESOLVED that the Corporation enact the following rules respecting the use of the common elements and units to prevent unreasonable interference with the use and enjoyment of the common elements and of other units.

The following rules shall be observed by the owners and the term “owners” shall include the owner or any other person occupying the unit with the owner’s approval.

### **GENERAL**

1. Each of these rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any of one of these rules shall not be deemed to 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 rule had never been included herein.
2. No owners shall do, or permit anything to be done in his unit 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 other owner or conflict with any of the rules and ordinances of the Board of Health or with any other statute or municipal by-law.
3. Owners, their families, clients, employees, 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 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.
4. 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 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.

5. No owner shall do anything or permit anything to be done that is contrary to any statute or municipal by-law or any rules, regulations or ordinances passed under any statute or municipal by-law.
6. Owner shall give the Board of Directors prompt notice of any structural, mechanical or other defect affecting the property and of any accident occurring on or in relation to the property and any defect in the water pipes, heating systems or electrical systems.
7. No auction or sale shall be held on the property.

#### **PLUMBING**

8. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and so sweepings, garbage, rubbish, rags, ashes or other substances shall not be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose clients, guests, visitors, servants, clerks, employees or agents shall cause it.
9. Water shall not be left running unless in actual use.

#### **SIGNAGE**

10. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever.

#### **WINDOWS, BALCONIES**

11. Nothing shall be placed on the outside of window sills or projections, without prior consent of the Board of Directors.
12. No awnings or shades shall be erected over the outside of the windows without the prior written consent of the Board.
13. Nothing shall be thrown out of the windows or doors or down the stairwells of the building.
14. Only seasonal furniture is allowed on balconies. No hanging or drying of clothes is allowed on balconies and balconies shall not be used for storage. Owners and occupants must take appropriate care with

furniture, flowerpots, glass tops and any other movable items taking into consideration occasional high winds. Any loss, damage or claim against the Condominium Corporation that arises from a breach of this rule by any unit owner or occupant together with any costs incurred by the Condominium Corporation in defending any such claim shall be borne by the unit owner and collected from the unit owner as additional common expenses.

15. No window shall be covered except with curtains, drapery, vertical or horizontal blind, wooden shutters or similar window coverings.
16. The installation of chimes and/or other similar noise generating objects/decorations is prohibited on balconies.

### **GARBAGE**

17. The owner shall not place, leave or permit to be placed or left in or upon the common elements, including those of which he has the exclusive use, any debris, refuse or garbage except on days designated by the Board or the manager as garbage pick-up days, nor shall he directly carry or place same in any area designated by the Corporation as a central garbage depository.
18. Such debris, refuse or garbage shall be contained in properly tied polyethylene or plastic bags not to exceed twenty-five pounds per bag in weight. Where such debris, refuse or garbage consists of packing cartons or crates, the owner shall arrange with the manager for a pick-up thereof and such packing cartons or crates shall not in any event be left outside the unit.
19. Newspapers, magazines, bottles, cartons and large objects shall not be thrown down the garbage chute, but shall be placed in the designated garbage room or area.
20. No garbage shall be placed in the garbage chute between the hours of 11:00 p.m. and 7:00 a.m.
21. No burning materials, such as cigarettes, ashes and/or charcoal shall be placed into garbage cans and/or down the chute.
22. No flammable liquids or aerosol cans shall be disposed of in the garbage chute.

23. Cartons, coat hangers or bundles of paper shall not be forced into garbage chutes.

#### **SAFETY**

24. No stores of any combustible materials or offensive goods, provisions or materials shall be kept in the units or on the property.
25. The use of “natural” Christmas trees in units is prohibited.
26. The sidewalks, entries, passageways, walkways and driveways, shipping areas and corridors used in common by the owners shall not be obstructed by any of the owners or used by them for any other purpose other than for ingress and egress to and from their respective units. Waste paper, garbage, refuse, or anything that shall tend to make them appear unclean or untidy shall not be placed in such areas or facilities.
27. No duplication of common element keys shall be permitted except with the authorization of the Management Office, and the names of persons authorized to have keys shall be furnished to the Management Office at all times.
28. Building access doors shall not be left unlocked and shall not be wedged open while unattended.
29. No owner or occupant shall prop open their unit door, as it poses a fire hazard and interferes with the air pressure in the hallway.<sup>1</sup>
30. No owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks, including push bottom opening devices without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the superintendent.
31. Residents who will be absent from their dwelling units for more than seven (7) days are to advise the superintendent of their period of absence and to give the name, address and telephone number of a contact person during their absence or the names of persons who will be occupying the dwelling unit in such resident's absence.

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<sup>1</sup> Rule posted September 9, 2015 – in effect October 10, 2015

32. It is the duty of each unit owner/resident to assist in ensuring that his/her unit is in compliance with all the requirements of the Fire Code. With this in mind, all residents are encouraged to test their smoke detectors once a month. Where a unit is leased, the owner and tenant shall bear these responsibilities jointly. The Condominium also arranges for a thorough test of the heat and smoke detectors in all apartment units once a year.
33. No barbecues may be used on any exclusive-use common element area and may only be used on such part of the common elements as may be designated by the Board, from time to time.
34. Owners shall not overload existing electrical circuits. Owners shall not use unsafe electrical appliances, frayed extension cords, overloaded outlets or lamp wire for permanent wiring.
35. Report immediately to the Superintendent or Property Manager any safety violations.

#### **NOISE RESTRICTIONS**

36. No noise, caused by any instrument or other device or otherwise, which in the opinion of the Board may be calculated to disturb the comfort of other owners, shall be permitted.
37. Any construction work or repairs to the units or common elements shall be made only during reasonable hours.

#### **ANTENNAS AND SATELLITE DISHES**

38. No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit, or any portion of the common elements, except by the Corporation in connection with a common television cable system.

#### **USE OF COMMON ELEMENTS AND RECREATIONAL FACILITIES**

39. No building or structure or tent shall be erected, placed, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements except where permitted by the Declaration.
40. No one shall harm, mutilate or destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs,

hedges, flowers and flower beds.

41. Lock boxes used by real estate agents from time to time for the purpose of accessing units listed for sale, shall be affixed only in the area designated for such use by the Corporation at the rear of the building.
42. No visitor may use or have access to the common elements and facilities unless accompanied by an owner or occupant.
43. The recreational facilities comprise the party room, exercise room, indoor swimming pool, whirlpool, sauna, showers and changing rooms. Bathing suits are required in the pool, whirlpool and sauna area. Users of all other common elements facilities, including but not limited to the lawns and hallways to and from the recreational areas must wear footwear and a garment to cover up.
44. Use of the recreational facilities is at the user's own risk.
45. The Board shall have the right, in its absolute discretion, to withdraw from any resident the right to use the recreational facilities as a result of any breach or breaches of any rules in respect thereof or misuse of these facilities.
46. No food or drink is permitted in the pool area, sauna and changing rooms.
47. Swimming Pool, Whirlpool and Sauna:
  - i. Children less than thirteen (13) years of age must be accompanied by an adult at all times and must not be left unattended.
  - ii. A cleansing shower must be taken before entering or re-entering the swimming pool and whirlpool.
  - iii. No bath oil, shampoo, soap or other polluting substance is permitted in the pool or whirlpool.
  - iv. Scuba tanks, floats, water toys, balls, etc. are not permitted.
  - v. There shall be no boisterous play, running or pushing. Diving is not permitted.
  - vi. Users must wear shoes to walk in and out, and be properly dressed, and dry. No walking hallways barefoot, including in the elevators.
  - vii. Furniture shall not be taken to or from the swimming pool area.
  - viii. Non-toilet trained children must wear appropriate swimwear in the swimming pool.
  - ix. The pool is for the use of residents and their guests only.

- x. In the event of over-crowding in the pool, residents shall have priority over guests.
- xi. The telephone in the pool area is only to be used for emergency purposes and should not be answered when it rings.
- xii. Children under 14 years of age are not to use the saunas unless accompanied by a person directly responsible for them who is at least 18 years of age.
- xiii. The sauna-bath doors shall not be left open at any time.
- xiv. Saunas shall be kept clean – no hair combing, no pollution, no littering, etc.

#### 48. Party Room

- i. Reservations must be made with the Superintendent and a Party Room Licensing Agreement in the form required by the Board shall be entered into between the Licensee and the Corporation (the "Licensor"). The Licensee must be an owner, a spouse of an owner or a tenant. Party room and pool room should not be reserved for less than 5 people other than for private functions. A security deposit shall be required in the amount determined by the Board.
- ii. The party room and adjacent common elements shall be inspected immediately prior to the use of the party room, and after the use has terminated. Any damage noted during the re-inspection shall be the responsibility of the Licensee.
- iii. The Licensee hereby authorizes the Licensor to deduct from the security deposit lodged with it the cost of any repairs. If the cost of such repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of the security deposit shall be assessed against the unit owned or occupied by the Licensee and may be recovered in the same manner as common expenses.

#### **SMOKING**

- 49. Smoking is not permitted in the common element areas of the building (i.e. lobby, elevators, corridors, stairwell, garage and roof-deck). Employees should not be smoking close to all entrances to the building and garage.

## **PARKING LEASES AND CONDO RESIDENTIAL**

51. Owners leasing their dwelling or parking units shall provide to the Corporation a Form 5, which sets out a summary of the aforementioned lease, as required by the Condominium Act.
52. No parking unit or surface parking space shall be used for any purpose other than to park an operable passenger vehicle and/or a maximum of two (2) bicycles, provided the bicycle(s) is (are) stored on wall mounted bike racks, such racks to be provided and installed by an agent of the Corporation, at the unit owners' sole risk and expense.
53. Owners shall ensure to park within their assigned parking space boundaries and in such a fashion as to not inconvenience owners/residents who park in adjacent parking spaces.
54. No repairs, lubrication or oil change shall be made to any motor vehicle on any part of the common elements or in any parking unit.
55. No motor vehicle shall be driven on any part of common elements at a speed in excess of the posted speed. Except where otherwise posted, the fixed speed limit for motor vehicles or bicycles on the common elements shall be ten (10) kilometers per hour.
56. No owner or occupant shall park a motor vehicle on any part of the common elements, including visitor parking areas.
57. Guests and visitors shall not park in fire lanes, driveways, delivery areas, garbage pick-up areas or any other part of the common elements, except as designated by the Board as visitor parking areas. Guests and visitors parked in the visitor parking areas between the hours of 11:00 p.m. and 7:00 a.m. are required to register their vehicle with the superintendent's office by calling 613-228-9867.
58. Parking spaces may only be rented to permanent residents of 120 Grant Carman Drive.
59. No motor vehicle, camper, van, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on or driven on any grassed area and/or sidewalk within the confines of OCSCC No. 718
60. Trailers shall be parked only in the owner's exclusive use parking spot



and only for the purpose of loading and unloading for a period not to exceed 48 hours during a 7 day period.

61. All vehicles must be operational and must have a license plate with a current sticker.
62. No commercial vehicles or motor homes shall be parked on the property, except for service requirements.
63. All vehicles should be licensed and movable for the purposes of snow removal and/or emergencies. Reasonable efforts must be made to move your vehicles(s) during snow clearing operations or when requested. At no time shall any vehicle be permitted to be placed on blocks.
64. Visitors who are staying overnight must register their vehicle with the Superintendent by dialing 613-228-9867. Vehicles not registered may be ticketed and/or towed at the owner's expense.
65. Management approval is required for vehicles registered for more than seven (7) consecutive days and a parking fee will apply.
66. The main roads and all non-designated parking areas in our condominium are fire-lanes and must be kept clear at all times. Any unauthorized vehicle parked in an owner's space, (either exclusive use or leased), may be towed away at the request of the resident. Residents should contact the Ottawa By-Law Enforcement during normal hours of operation or call Ottawa-Carleton Police as directed by the recorded message and request them to have the offending vehicle towed away. You will be required to sign a complaint with the police.
67. Vehicles will be removed from exterior parking spaces as required, to accommodate snow removal efforts.
68. Vehicles failing to comply with parking rules may be subject to removal at owner's risk and expense.

## **STORAGE**

70. No goods and chattels may be left or stored on the common elements except as specifically authorized by the Declaration, by-laws and rules or the Board.

## **UNIT MODIFICATIONS**

71. No owner or occupant shall make any major common element plumbing, electrical, mechanical, structural or television cable alteration in or to the unit without the prior consent of the Board.

All contractors performing in-unit work shall be required to submit proof of liability insurance to the Corporation prior to commencement of work.

72. Owners, who wish to replace any existing floor coverings in their unit at their own expense, must first obtain prior approval of the Board to ensure appropriate noise reduction systems are used.
73. For those units not equipped with a sliding patio door and screen assembly: the owner may modify the patio door of their unit as follows: the window insert may be removed to allow for the installation of a standard size screen and window insert which allows the owner to open the patio door window. The new screen and window insert must fit in the existing window opening. The door may not be modified to accommodate a larger screen insert. The insert must be white on the exterior side. The details of any proposed common element modification must be submitted to the Board of Directors in writing for review and approval, prior to commencement of work.

## **ELEVATORS**

74. Reservations for the use of the service elevator must be made with the superintendent.
75. Moving elevator reservations shall be limited to between the hours of 8:00 a.m. and 4:00 p.m., from Monday to Friday. No moves are permitted during evening hours or on Saturdays, Sundays or Statutory holidays. (Rule posted January 6, 2009 in effect February 6, 2009)
76. Arrangements shall be made with the Property Manager ahead of time when elevators are to be used for carrying freight or furniture, etc. Elevators must not be used for this purpose until the Property Manager has given his consent and the elevator cabs have been properly protected.

77. A security deposit shall be required in the amount determined by the Board. An elevator reservation agreement in a form authorized by the Board must be signed.
78. The owner and the person reserving the service elevator hereby authorize the Corporation to deduct from the security deposit lodged with it the cost of any repairs. If the cost of repairs exceeds the amount of the security deposit the full cost of repairs less the amount of the security deposit shall be assessed against the unit owned or occupied by the person reserving the service elevator as a common element expense.
79. Elevators shall not be abused or overloaded. Residents shall be responsible for any damage done by themselves, children, guests or delivery persons using them in an unauthorized manner.
80. The Owner or the Tenant must ensure that a responsible adult remains in the ground floor Lobby to supervise the move and maintain security at all times during the move. Failing this, a security guard must be hired by the Owner or Tenant for this purpose, at the Owner's or Tenant's own expense. Failure to comply with this requirement will result in the Corporation retaining and cashing the security deposit cheque.
81. The front doors must not be propped open during cold weather (below -10C).
82. Items may not be temporarily stored in the lobby during the move.

### **BULLETIN BOARDS**

83. Bulletin boards in the mail room are limited to the exclusive use of residents. All messages must be dated and must be removed not later than two weeks after posting. After that period, they will be removed by the Superintendent. Bulletin boards in the elevators are for the exclusive use of the Board of Directors / Management Office and Social Group.

Political and religious propaganda material, advertisements from contractors, restaurants etc. shall not be put on the billboards or in the mail cubicle. Other messages of specific interest to residents may be displayed subject to the Board's approval as regards size of message and time period to be displayed.

## **ADMINISTRATIVE**

84. Cheques and pre-authorized payments submitted to the Corporation by owners and/or residents in payment of monthly condominium fees, parking rental fees, key or FOB purchases (\$60.00) and/or any other form of payment made by cheque from time to time, will be subject to a \$25.00 (\$50.00) administrative fee in the event such cheque is returned by the bank for insufficient funds, or for any other reason whatsoever.

As required by the Declaration, payments of monthly condominium fees are due on the first operating day of the month. Payments received after such date will be subject to a \$25.00 administrative fee.

These administrative fees will be added by the Corporation against the unit owner's account and will be collectible in the same fashion as common element fees. The Board of Directors reserves the right to waive such administrative fees and may do so at its sole discretion.

85. Correspondence to the Property Manager, requiring a reply, will no longer be received by way of e-mail. Said correspondence is to be deposited in care of the Property Manager, at our office, and signed by the owner of the unit depositing said correspondence.<sup>2</sup>

## **PETS**

86. No animal, livestock or fowl, other than a pet which is no more than 11.5 kilograms (25 pounds) in weight shall be kept on the property.
87. The maximum number of pets allowed per unit shall not exceed one (1).
88. Only persons registered as being permanent residents of the building shall be permitted to keep pets on the property (for fire purposes).
89. No pet that is deemed by the Board, in its sole discretion to be a nuisance shall be kept by any person in any unit or in any part of the property. Any person who keeps such a pet on the property or any part thereof shall, within two weeks of receipt of written notice from the Board respecting the removal of such pet, permanently remove such pet from the property.

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<sup>2</sup> Rule posted February 11, 2015 – in effect March 13, 2015

90. A pet shall be carried or held on a short leash, not to exceed 60 centimeters (2 feet), on the elevator and on the common elements.
91. Any pet shall not be allowed outside a unit unless it is in the custody of a responsible resident and carried or on a leash.
92. No pet is permitted in any recreational facility. No pets are permitted on any balcony unless accompanied by a responsible resident.
93. Pets shall not be allowed to relieve themselves on the building's lawns. All accidental pet droppings on common elements are to be promptly removed by the pet owner. The pet owner is responsible to ensure that the municipal "poop and scoop" by-law is adhered to.
94. Any damage to the common elements or injury to any person, as a result of breach of rules shall be the full responsibility of the pet owner. The pet owner agrees to pay all costs involved in restoring any damage to the common elements to its original condition. The pet owner in breach of rules agrees to pay the full cost of replacement, deemed necessary in the sole discretion of the Board, of any damaged property.

