

This information booklet has been prepared for the convenience of residents of Carleton Condominium No. 288. It contains a summary of Rules and Policies and other aspects of Condominium living at C.C.C. 288.

To the extent that there is any inconsistency between this booklet and the Condominium Act or the Corporation's Plans, Declaration, By-Laws and/or Rules (the Condominium Documents) the Act and Condominium Documents obvious govern.

We recommend that you carefully read the Condominium Documents.

The Board of Directors Carleton Condominium Corporation No. 288

BOARD OF DIRECTORS

The Board consists of five directors, the office of President, Secretary and Treasurer and two Directors. Subject to the provisions of the By-laws, the Board Members hold monthly meetings. From the discussions, recommendations and all affairs the management firm is instructed to carry out the necessary procedures. If a resident wishes to address the Board he should submit his request in writing to the management company in order to be included on the agenda of the meeting. Decisions of the Board are made in good faith with the best interest of all owners.

PROFESSIONAL MANAGEMENT

The Management Company is the agent for the Corporation. Under the direction of the Board they assume the responsibility for ensuring that all the necessary duties which are vital to the condominium are carried out in the manner suitable to the smooth operation. Managers attend the monthly Board meetings to report on past accomplishments, answer questions, make recommendations and take future directives from the Board. All residents should be familiar with the management phone number and should direct all complaints, problems, requests and recommendations in writing to Management.

COMMON CHARGES

Every month each unit owner pays a Condominium fee. This monthly fee is based on the annual budget which is prepared by the Board of Directors. The budget covers all expenses, charges and costs of maintaining the day to day common expenses. Certain percentage of the budget is allocated to the reserve fund. The Corporation establishes and maintains the reserve fund. Condominium fees are payable at the beginning of the month to the Corporation. Payment should be made with a series of post-dated cheques deposited with management or pre-authorized debit.

SPECIAL ASSESSMENT

The Corporation may also assess and levy against the owners to cover any common expenses which exceed those estimated in the annual budget, in amounts and at such time as may be deemed necessary by the Board.

LIEN UPON DEFAULT

85. (1) If an owner defaults in the obligation to contribute to the common expenses, the corporation has a lien against the owner's unit and its appurtenant common interest for the unpaid amount together with all interest owing and all reasonable legal costs and reasonable expenses incurred by the corporation in connection with the collection or attempted collection of the unpaid amount. 1998, c. 19, s. 85 (1).

INSURANCE FOR COMMON ELEMENTS

The Condominium Corporation obtains insurance for the common elements. The Condominium Corporation also obtains insurance for the units, as originally constructed, on behalf of the owners. This is fire and all risk coverage insurance (subject to exclusions). Note that this insurance is subject to a deductible (see below).

Residents may wish to obtain additional insurance of their own, including:

Insurance for their personal belongings,
Insurance for any improvements or additions made to their homes (by themselves or previous owners),
Insurance against their personal liability,
Additional unit insurance.

INSURANCE DEDUCTIBLES

The insurance obtained by the Corporation is subject to a deductible. Depending upon the type of claim, the deductible could be \$1,000.00 to \$5,000.00. Unit owners are responsible for the deductible portion of the loss in the following circumstances:

1. In the case of damage to their unit.

Where the damage (to the common elements) is caused by the unit owner or a guest or other resident of the unit.

REQUIREMENT WHEN LEASING

It is the responsibility of the owner to report the names of the new tenants to whom he/she has rented a unit. The owner is to ensure the new tenant delivers the following undertaking to the Property Management. Owners are also responsible to make sure this is done. "I undertake and I and the members of my household will in using the unit rented by me and the Common Elements comply with the Condominium Act, the Declaration, By-laws and Rules of the Corporation during the term of my tenancy." Any owner leasing his unit shall not be relieved hereby from any of his/her obligations with respect to the unit.

MAINTENANCE/GENERAL

The maintenance and repair responsibilities of the Corporation and the unit owners are described in the Declaration. We have also prepared the attached Charts as a general guideline of the Condominium Corporation's present interpretation of these repair and maintenance responsibilities. (In the event of any inconsistency the Declaration governs.)

"SEE CHART AT THE END OF THE DOCUMENT"

Notwithstanding anything in this repair and maintenance checklist, or in the condominium documents, unit owners are responsible for any additions or alterations to the property which they have carried out or which have been carried out by an owner of their unit. Note that such alterations require prior authorization under the terms of the Declaration or the Condominium Act. Owners may request a renovation/modification request form from the management company or download the form from the condo website at www.ccc288.ca.

Unit owners are also responsible for any damage which they may cause to any portion of the property, except to the extent that such damage may be covered by the Condominium Corporation's insurance.

RULES AND REGULATIONS FOR CONDOMINIUM NO. 288

The following rules shall be observed by each owner and the term “owner” shall include the owner or any other person occupying the unit:

- A. No owner 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 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 with the regulations of the fire department having jurisdiction over the property 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 having jurisdiction or with any applicable statute or municipal By-law.
- B. Owners, their families, guests, visitors and servants shall not create or permit the creation of or continuance of any noise or nuisance which, in the opinion of the Board or the Management Company, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guest, visitors, servants and persons having business with them.
- C. No auction sale by unit owners shall be held on the property.
- D. No combustible or offensive goods, provisions or materials shall be kept on the property.
- E. 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/her 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.
- F. The common elements shall not be obstructed or abused by any owner, his/her family guest, tenants, servants, agents or visitors. Except for recreation areas, terrace areas and patio areas, the common elements shall not be used by any owner for any purpose other than for ingress and egress to and from their respective units or for such purposes as the board may direct.
- G. No owner shall place, leave or permit to be placed or left in or upon the common elements, except those of which he has the exclusive use, any goods or things, any debris, refuse or garbage.
- H. No one shall harm, mutilate, destroy, alter or litter or allow pets to litter any of the landscaping work on the property, including but not limited to grass, trees, shrubs, hedges, play ground sandbox, flowers or flower beds.
- I. No televisions antenna, aerial, tower, satellite dish or similar structure and appurtenances thereto shall be erected on or fastened to any unit, except for connection with a common television cable system as approved by the Board.
- J. 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.
- K. Owners shall not use their terrace area for general storage.
- L. Owners shall not plant or allow vines to grow as such to cover the railings of the terrace or on the brick of the units.

M. No building or structure or tent shall be erected and no trailer either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements.

No owner, tenant, guest or visitor shall obstruct, have access to or use for any purpose those terrace areas, driveways, walkways or patio areas which are not immediately adjacent to his unit or to which his unit does not have sole access to without the consent of the unit owner whose unit has sole access to or is immediately adjacent to the terrace area, driveway, walkway or patio area which is not to be used, obstructed or accessed.

GENERAL RULES

PARKING

Two vehicles may be parked at each unit: one vehicle in the garage and one vehicle on the driveway. Side by side on the driveway is not permitted. All roadways within the Condominium property are designated as "Fire Lanes Only" and must be kept clear. Residents are to ensure that guests do not park in Fire Lanes. Residents are not permitted to use visitor parking spaces. Owners are responsible to advise their Tenants of the Parking Regulations. Automobiles parked illegally or without permission will be ticketed or towed at the risk and expense of the owner of the vehicle. Residents may contact Carleton Parking Control to register their visitors at 613-725-6621. Max. 3 days only. If required more than three days, you must contact the property management company for arrangement. No truck, camper van, trailer, boat, snowmobile, machinery or equipment of any kind other than a private passenger automobile, station wagon or motorcycle shall be parked on any part of the common elements. No repairs shall be made to any motor vehicle of any kind on any part of the common elements and no motor vehicle of any kind shall be driven on any part of the common elements other than on a roadway, parking space or driveway.

GARBAGE COLLECTION

Garbage collection occurs once per week. In a week where a holiday occurs it is usually one day later. For the most update schedule owners can access the www.ottawa.ca website. Residents leaving garbage, garbage cans, blue or black boxes out at wrong times places or not retrieving them will be subject to a charge to have it removed. Garbage and garbage bins, garbage cans and recycle bins must be stored in the garage.

The owner shall not place, leave or permit to be placed or left in or upon the common elements including those of which he or she has the exclusive use, any debris, refuse or garbage. Where such debris, refuse or garbage consists of packing crates or cartons, the owner shall arrange with the manager for disposal thereof and such packing cartons or crates shall not in any event be left outside the unit. Debris or garbage must be stored inside each unit until the normal day or garbage collection. Composters are not permitted.

PEST CONTROL

Residents troubled by indoor or outdoor household pests (e.g. roaches, silverfish, ants, etc.) may call the Management firm and the pests will be exterminated.

Homeowners must keep their garage doors closed when not in use to deter outdoor animals and pests from entering and burrowing in the unit.

PETS

At no time may a pet be permitted to roam freely and alone in the common use areas of the Condominium. All dogs must be leashed at all times in accordance with the City By-Laws and must be accompanied and controlled by a responsible person when walking the dog.

It is incumbent upon each pet owner to ensure that their pet does not defoul or damage any common areas. Excessive barking or other noise made by the animal must be stopped by the owner in an effective way. If at the sole discretion of the Board of Directors, any pet is deemed to be a nuisance and or disturbance, the unit owner may be served with a notice to dispose of said animal within a two week period and it is incumbent upon the unit owner to ensure compliance.

Pets are not permitted in the playground area. Playground is a "PET FREE ZONE".

AUCTION SALES/GARAGE

Auctions are prohibited. Garage sales are permitted.

UNIT OWNERS' LIABILITY

Any additions, modifications or alterations made by a unit owner must have prior written consent of the Board. They must be maintained in a good state of repair at his own cost; and not endanger safety nor health; be so constructed that there are no impediments or obstructions to the normal maintenance requirements for which the Corporation is responsible; and not affect the Corporations' insurance policy. In accordance with the Condominium Act and Declaration, unit owners are held responsible for all costs arising from any action or lack of action that may be taken with regards to that unit. Should any costs arise from any authorized or unauthorized additions, modifications or alterations to the common elements by anyone other than the Corporation that unit owner shall be responsible for the costs necessary to effect repairs to return it to its original condition.

The modification/renovation request form can be downloaded from the Condo website. www.ccc288.ca.

REALTY SIGNS

No advertisement sign or notice except realty signs are permitted. Only one realty sign, not exceeding 60 cm. (two feet) by 90 cm. (three feet), may be displayed outside each unit.

FIREPLACES

Unit owners are responsible for their fireplaces (the box, etc.) but that the Condominium Corporation is responsible for the chimney, flues-including cleaning of the flues.

FRONT STORM DOORS

Installation of screen doors require prior written approval of the Board. Color must be white, tempered glass, baked enamel finish.

Contact management for modification/renovation application form or download it from the Condo Website.

AIR CONDITIONING UNITS

Installations of central air conditioning units require prior written approval of the Board.

GAS BBQ's

GAS BBQ's are not be used in the garage. Propane tanks must be stored properly

OUTSIDE WATER TAPS

Before cold season approaches, all residents are responsible for bleeding the outside water taps from within the interior of the unit by closing it and opening the exterior tap unless the tap is a frost-free tap.

CONDENSATION

Under normal conditions, should you notice water condensation on the inside of window glass, the setting of your humidifier is probably too high and should be lowered. Exceptions to this rule of thumb is the use of a large volume of water, particularly hot water, such as when showering, cooking, etc. To help prevent excessive condensation at these times, exhaust fans or an open window etc. should be used to remove super moist air as quickly as possible. Recommended settings for furnace humidifier outside temperature (Celsius) setting:

-30	15%
-25	20%
-20	25%
-10	30%
-5	35%
Above 0	40%

A-Building & Structure	Unit Owner Responsibility	Corporation Responsibility
Door & frame, entry & patio		
-finish, exterior		X
-finish, interior	X	
-hardware (locks, keys, etc)	X	
-repairs/normal wear & tear of door		X
-weather stripping	X	
Garage Door & frame		X
-finish		X
-mechanisms including locks, handles, cables, springs, and weatherstripping	X	

-repairs (normal wear/tear)		X
-floor (garage)	X	
Door & frame, storm		
Door bell		
-interior chime	X	
-push button		X
Exterior finishes (siding, brick, shingle)		X
Furnace & water heater	X	
Improvements (unit owner)	X	
Light fixtures, exterior, serving 1 unit		
- bulb replacement (front door)	X	
- cleaning	X	X
-repairs (normal wear/tear)		X
Light fixtures, exterior, serving 1 unit		
-(street lighting)		X
Patio stones		X
Pavement (roadways, driveways, walkways, parking lots) -asphalt floor		X
Pipes, ducts		
-serving 1 unit	X	
Plumbing pipes	X	
Sewer, building		X
Vents, dryer & exhaust, exterior -repairs (normal wear/tear)		X
Windows, glass & frames		
-finish, exterior		X
-finish interior	X	X
-glass breakage	X	X
-hardware		X

-window repairs (normal wear/tear)	X	X
- window screen repair	X	
Wiring, electrical – interior, serving 1 unit	X	
B – Landscape and Plant Material	Unit Owner Responsibility	Corporation Responsibility
Grass		
-cutting		X
-trimming along unit owner flower beds	X	X
-damages caused by tenants, their visitors/ or pets	X	
Shrubbery -pruning & general maintenance (i.e. unless it belongs to owner)		X
Trees -pruning and general maintenance		X

CONDOMINIUM ACT (RSO), 1980, SECTION 29

The Board may make rules respecting the use of common elements and units or any of them...any rule made shall be effective (30) days after notice thereof has been given to each owner, unless the Board is in receipt of a requisition in writing made under Section 19 requiring a meeting of owners to consider the rules.