

CONDOMINIUM RULES

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 1008

Note: These Rules may be amended from time to time by the Corporation pursuant to Section 58 of the Act

BE IT RESOLVED that the Condominium Corporation (the "Corporation") enact the following Rules respecting the use of the common elements and units to promote the safety, security and/or welfare of the unit owners and of the property or 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 unit owners and the term "owner" shall include the owner, his or her family, guests, agents or any other person occupying or visiting the unit.

1. Toilets, sinks, drains 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.
2. No permanent or temporary sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements whatsoever without the prior written consent of the Corporation's duly elected Board of Directors.
3. No owner shall do anything or permit anything to be done in his unit, or bring or keep anything therein, that will in any way increase the risk of fire or the rate of fire insurance on any building or on property kept therein; or conflict with the laws relating to fire or with the regulations of the Ottawa Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules, regulations and ordinances of the Board of Health or with any statute or municipal by-law. This provision shall not prohibit the operation of gas appliances or fireplaces in the units or the operation of natural gas barbecues on the common elements. However, in accordance with these rules and with applicable laws and regulations, the storage of propane tanks in units or on the common element balconies is prohibited. Barbeques on balconies must be natural gas or electric. Any other types of barbeques, such as, but not limited to, propane and charcoal barbeques, are not allowed on the balconies.
4. No storage of liquid gas or propane (including propane barbecue tanks), explosives, or other flammable materials, firearms, ammunition, or any other combustible or offensive goods, provisions or materials shall be kept on the property.
5. Except for flower/plant baskets hung on the inside of the rail (i.e. not protruding to other side of rail), and holiday string lights hung from balcony railings between December 1st and January 15th (installations to avoid damage or alter any portion of the common elements and specifically prohibits an attachment to any portion of the common elements by means of screws, damps, nails or permanent adhesives), nothing shall be placed on the outside of window sills, or hung from balcony railings or other projections. No awnings, shades or

shutters shall be erected over or outside of the windows, doors or balconies without the prior written consent of the Board, and such additional approvals as may be required by the Act.

6. The balconies are to be kept as clear as reasonably possible from storage items to ensure that each balcony continues to be functional for purposes intended and for fire safety of the occupants.
7. Water shall not be left running unless in actual attended use inside and outside the unit.
8. No owner shall place, leave, or permit to be placed or left in or upon the common elements, including those for which he or she has exclusive use, any debris, refuse or garbage, except in accordance with the instructions of the Board and unit owners must maintain strict sanitary conditions at all times.
9. No owner shall create or permit the creation of or continuation of any noise or nuisance that, in the opinion of the Board or the Property Manager, may or does disturb the comfort or quiet enjoyment of the property by other unit owners, their families, guests, visitors, agents, servants and persons having business with them.

No noise caused by any instrument or other device, or otherwise, that in the opinion of the Board may disturb the comfort of the other unit owners, shall be permitted.
10. Outdoor air conditioning units may cause noise that may disturb the comfort or quiet enjoyment of the property by other residents. In order to minimize any such disturbance, noise generated by outdoor air conditioning units shall not exceed the sound rating prescribed in the applicable regulations. Any consulting costs incurred by the Corporation in response to a complaint regarding noise levels generated by outdoor air conditioning units shall be charged to the unit owner, provided that the owner of the unit serviced by the air conditioning unit shall have a reasonable opportunity to produce evidence from a qualified consultant to confirm compliance with this rule.
11. Any air conditioning unit installed on a balcony must be installed in accordance with the requirements of the Ontario Building Code, and when installed must not provide any surface or ledge of any sort which could be used for climbing.
12. No owner shall obstruct or interfere with the rights of other unit owners, or in any way injure or annoy them.
13. Nothing shall be thrown out of the windows or doors of the building, or off of balconies of the building.
14. No owner shall overload existing electrical circuits.
15. No auction sale shall be held on the property.

16. The sidewalks, entries, passageways, walkways and driveways used in common by the unit owners shall not be obstructed by any of the unit owners or used by them for any purpose other than for ingress and egress to and from their respective units or parking units.
17. No vehicle shall be driven on any part of the common elements other than on a roadway, driveway or parking unit. No vehicle shall be parked on any part of the common elements except in a designated parking space.

No repairs or adjustments to motor vehicles, etc. shall be carried out on the common elements or in the parking units.
18. No satellite dish, 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 conjunction with a common television cable system, and no cable shall be strung on the outside of the building.
19. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers, flower beds, or planters.
20. No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements.
21. Any loss, costs or damages incurred by the Corporation caused by reason of a breach of any Rules in force from time to time by any owner, his or her family, guests, servants, agents or occupants of the unit shall be borne by such owner, and shall be added to the owner's common expenses and may be recovered by the Corporation against such owner in the same manner as common expenses.
22. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or balcony.
23. No hanging or drying of clothes is allowed on the common elements.
24. Save and except that part of the parking unit occupied by the storage locker which may be used for storage, the balconies and parking units shall not be used for storage and each balcony and parking unit shall be kept clean by the unit owner having the right to use it.
25. A minimum clearance of eighteen (18) inches must be maintained between any pipes or conduits that run beneath the ceiling of the parking garage and/or the sprinkler heads above the storage lockers and the items stored in the storage.
26. The exterior bicycle racks are intended for intermittent short term use and owners shall not be permitted to use the racks for long term bicycle storage
27. No part of the common elements, including any part of which the owner has the exclusive use, shall be used for the erection, placement or maintenance of clotheslines, incinerators, garbage

disposal equipment, hot tubs, recreation or athletic equipment, fences or other barriers, hedges, gardens or other vegetation excluding planters, or for the disposal of rubbish, garbage or waste, unless such use is pre authorized in writing by the Corporation in accordance with the Act.

28. Unit owners shall ensure that all garbage is placed in plastic garbage bags and deposited in the designated waste and recycling facility for collection.
29. No owner shall make any change to the common elements without the prior written consent thereto of the Board, and subject to the Condominium *Act*, and the Declaration.
30. During the heating season (November to April inclusive) owners shall maintain a minimum indoor air temperature of 15 degrees Celsius (59 degrees Fahrenheit) in their Unit in order to prevent excessive temperature differences between adjacent interior spaces and to control heat transfer between the units.
31. Users of the Amenities may be subject to additional rules related to the amenities.
32. 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.
33. Any loss, costs or damages incurred by the Corporation by reason of a breach of any Rule(s) 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 shall be added to the owner's common expenses and may be recovered by the Corporation against such owner in the same manner as common expenses.
34. No restriction, condition, obligation or provision contained in any rule or regulation 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.
35. 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 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 a rule had never been included.

36. **Parking:**

Except in a parking space, no motor vehicle shall be parked on any part of the common elements. Except for motor vehicles, no articles or possessions, including boats and bicycles, shall be stored in or about a parking space. No vehicle which has been abandoned, is inoperable or does not have a valid license permit shall be parked in a parking space. In the

event the Corporation, for reasons of cleaning, snow removal, maintenance or repair, temporarily requires vacant possession of a parking space, the owner of the parking space or the owner having the exclusive use of the parking unit or the owner leasing the parking space shall ensure that such space is vacated for the period required. In the event the owner fails to have their vehicle removed from the parking space upon reasonable notice, the Corporation shall be entitled to remove or have removed any motor vehicle or other obstruction from the parking space and all related costs shall be charged back against such owner as an additional contribution to the common expenses and shall be recoverable as such. Neither the Board nor the Corporation shall be liable for any damages resulting from such removal.

- a) Without the permission of the Board, no washing of motor vehicles shall take place on any part of the common elements or the parking spaces.
- b) Without the consent of the Board, no repairs or servicing work shall be made or carried out on a motor vehicle on any part of the common elements including the parking spaces, unless such repair or service is of an emergency nature for the purpose of making the vehicle sufficiently operational to allow it to be removed to a proper repair facility.
- c) Visitor parking spaces shall be available only for the use of *bona fide* visitors of the owners. Owners themselves, their tenants, or members of their households shall not use the visitor's spaces for the parking of their own vehicles, unless they hold a lease for such spaces from the Condominium Corporation. To allow for snow removal, overnight use of visitor parking spaces next to the community garden will not be allowed from November 15 to March 31. Any vehicle parked in one of those spaces at that time will be subject to ticketing or removal at the vehicle owner's expense.
- d) Owners shall ensure that their visitors, who are intending to park their vehicles overnight, shall register their vehicles with the Manager or his designated parking control representative. A registration issued by the Manager or his designated representative shall not be for more than a 3-day period in any 7 consecutive days. Vehicles not registered or exceeding the permitted registration period will be ticketed and/or towed at the owner's expense. Board approval shall be required for vehicles to be parked overnight for more than three days in any 7 consecutive day period and the Owner shall supply the Board with all such information as the Board may reasonably request to satisfy itself as to the legitimacy of the circumstances giving rise to the request. Furthermore, without special authorization of the Board, the parking of any vehicle in any of the visitors' parking area, overnight, on more than ten days in any one month period shall, notwithstanding the registration of the vehicle, be regarded as an abuse of the hosting Owner's privileges and such Owner shall be denied the right to further registration of vehicles in the visitors parking area. For the purposes of this Rule, the term "Owner" includes tenants of an Owner and overnight parking of a vehicle shall be deemed to have occurred when the vehicle has been parked in the visitors' parking spaces between the hours of 2:30am to 6:30am.
- e) Without the prior consent of the board, the overnight parking of commercial vehicles in visitor parking is strictly prohibited. For the purposes of this Rule, "commercial vehicle" means any vehicle with any type of pictures, writing or printing of any kind, type or

description, except for that provided by the manufacturer to identify the make and model of the vehicle or the automobile dealer to indicate the name of the dealership. Vehicles equipped with exterior racks, tubes or other attachments designed to facilitate the carrying of materials and equipment, such as ladders, pipes, plate glass etc. shall be considered commercial vehicles. Police vehicles, emergency vehicles and other governmental vehicles, which would otherwise meet the above-mentioned criteria regarding markings, are permitted. The prohibitions against parking of commercial vehicles shall not apply to the temporary overnight parking of such vehicles when reasonably necessary for construction and service work to the common elements or for the repair or renovation of any units.

37. Tenancies:

1.1 For the purposes of Article 3.01(a) of the Declaration, the phrase “residential purposes” shall specifically prohibit:

a) I. hotel or boarding or lodging house use, for example, and including but not limited to, AirBnB;

II. the disposition of an owner’s or tenant’s right to occupy the residential unit whereby the party or parties acquiring such interest or right is or are entitled to use or occupy the unit on a transient use basis or under any arrangement commonly known as time sharing.

b) any “Transient” use of the units, including, but without limiting the general meaning, more than one (1) short-term use or occupancy of a particular unit, including any such use or occupancy by persons other than the registered owner of the unit with the exception of bona fide guests of the Owner, for a period of less than six (6) months in any particular period of twelve (12) consecutive months.

1.2 A lease or tenancy shall be for an initial term of not less than six (6) months; except that a lease may be for an initial term of less than six (6) months when it is the bona fide intention of the Owner to, upon the expiration of the term, promptly thereafter complete a sale of the unit or take occupancy of the unit.

1.3 All tenancies for units shall be in writing.

1.4 Section 83 of the Act applies to all licenses, leases, subleases and other tenancies of any duration.

2. Exceptions:

a) The foregoing does not prohibit “house sitting” arrangements that are approved by the Corporation in writing, in advance.

b) The foregoing does not prohibit the accommodation of visitors in the unit without receipt

of payment or other consideration, where that accommodation is incidental to and normally associated with the permitted single family use of a dwelling unit.

c) The term of a tenancy may be for less than six (6) months where the Owner has a bona fide intention to complete a sale of the Unit at the conclusion of the tenancy.

d) A sublease may be for less than six (6) months provided the sublease is for the entire balance of the lease (ie. until the end of the lease).

38. Storage lockers located in the underground parking garage are used to store personal effects. To minimize fire hazards and pests, the storage of perishable foods, plants, pet and bird food, flammable and/or combustible materials is prohibited.

39. Feeding wildlife and birds on the common elements is prohibited. Bird feeders shall not be placed on or hung from the balcony or any projection.

40. No reptiles or exotic animals of any kind, other than 2 domestic pets, shall be permitted, per unit, with a maximum allowable weight of 30lbs (13kg) per pet, provided that where any such domestic pet becomes, in the Corporation's sole determination, a nuisance and/or causes interference with the use and/or peaceful enjoyment by other owners of their units and the common elements, the owner shall be required to remove such pet(s) upon two weeks prior written notice from the Corporation's Board of Directors. The rule restrictions apply to condo residents equally whether you are an owner or a tenant.

Exceptions for service animals

Service animals (which are also sometimes referred to as therapy animals) will be permitted for residents with a disability. If a resident claims that he or she has a disability that requires non-compliant service animal(s) or emotional support animal(s), the Corporation can request medical documentation to substantiate the disability on an annual basis.

Grandfather clause for existing pets

Existing pets living at Crème, prior to the rule implementation date, of August 8, 2021 will be subject to a grandfather clause which will allow them to remain on the premises. Once the animal passes away the grandfather clause for that owner shall terminate. The clause belongs to the owner, not the unit and therefore, all Crème condo residents must respect these new rule restrictions when getting a new pet(s).

For Condo Regulations on Pets see: Disclosure Statements, Para. 6 - Declaration (a) General (j) Pets

41. The integrated smoke alarm and fire alarm detector combo, installed in each Flat at Crème, are not to be tampered with or disengaged. Owners are not to remove these alarms, in any way, shape or form.

The heat sensor, mounted on the ceiling inside the front unit door and the three strobe light alarms, mounted on the walls in each unit, are common elements. There are no batteries in any of these. These items are not to be tampered with or altered in any way. The carbon monoxide detector and three smoke alarms, mounted on the ceiling in each unit are not common elements and are the responsibility of the homeowner to maintain. In the event that your alarms do not have a permanent lithium battery, it is recommended that the battery in each of these alarms be changed every 6-12 months to prevent the low battery indicator from sounding in the middle of the night. These alarms are to be replaced every 7-10 years, as per the manufacturer's instructions. As these alarms are interconnected, in the event of replacement, it is recommended that you replace the alarms with the same manufacturer or a compatible model.

Any and all costs incurred as a result of tampering, will be charged back to the unit owner. Owners must contact the Property Manager to obtain further information on how to proceed if the smoke/fire alarm combo with battery backup needs replacing.