

***RULES AND REGULATIONS***

***NOTICES***

*Carleton Condominium Corporation No. 222*



**Premiere Property Management Associates**

A Division of 128431 Canada Incorporated

August 3, 2016

Carleton Condominium Corporation No. 222 Owners

Dear Sir/Madame:

***Re: Rules relating to Short Term Tenancies***

Please find attached a copy of the change to the Rules Relating to Short Term Tenancies that was passed by the Board of Directors.

Due to the potential security risks associated with Short Term Rentals, the Board has decided to introduce a rule to limit the circumstances under which Short Term Rentals will be permitted. Residents have complained of problems in the development relating to short term tenants, or AirBNB guests. This rule is to target problem units that abuse AirBNB and other similar services without properly screening and/or informing their guests of the rules of the corporation. Any complaints arising from short term rentals can now be addressed as a rule violation.

Under the provisions of the Condominium Act, the amendments to the rules will come into effect 30 days from the date of this notice (12:01 am September 9, 2016) unless the Board receives prior to that date a requisition for a meeting, that owners have a right to make, to discuss the rules, signed by the owners of at least fifteen percent of the units (Condominium Act –Ontario S's. 58 & 46)

Thank you for your cooperation.

Sincerely,

Premiere Property Management Associates  
Agents for CCC No. 222

# CARLETON CONDOMINIUM CORPORATION NO. 222

## CONDOMINIUM RULES: RESPECTING TENANCIES

### Introduction

The following Rules respecting the use of the common elements and units are made to promote the safety, security and welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.

The Rules of the Corporation are binding on each unit owner and his or her family, guests, servants, agents, tenants or occupants of the unit.

### Definitions

Owner: Shall include owners, their families, guests, servants, agents, tenants or occupants of the unit.

Any other words and phrases which are defined in the *Condominium Act, 1998* (as amended from time to time), or the Regulations thereunder or any successor thereto, ("the Act") shall have ascribed to them the meanings set out in the Act.

### 1. General

Any losses, costs or damages incurred by the Corporation by reason of a breach of these rules by any Owner, his or her family, guests, servants, agents, tenants or occupants of his or her unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses. No restriction, condition, obligation or provision contained herein 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. Each of these Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these Rules shall not impair or affect in any manner the validity, enforceability, or effect of the remaining part of that Rule (if appropriate) or of the Rules, and in such event, the other part of the Rule (if appropriate) or the other Rules shall continue in full force and effect as if such invalid Rule or part of a Rule had never been included herein.

2. **Tenancies**

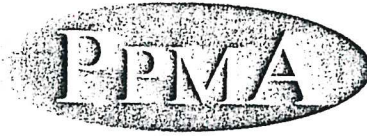
For the purposes of Article 4, s.4.01(a) of the Declaration, the phrase “single family dwelling” shall specifically prohibit:

- (a) I. hotel or boarding or lodging house use;
- 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 four (4) months in any particular period of twelve (12) consecutive months.

2.2 A lease or tenancy shall be for an initial term of not less than four (4) months; except that a lease may be for an initial term of less than four (4) 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.

2.3 All tenancies for units shall be in writing.

2.4 Any overnight stay in violation of these terms shall be liable for the standard rule violation fine as per the Corporation's Rules and Regulations.



## Premiere Property Management Associates

A Division of 128431 Canada Incorporated

January 6, 2016

### Notice

Dear Owners,

#### RE: Chimney Flues

We're writing this notice to ensure that all owners (with fireplaces) understand their responsibilities in relation to the chimney flues. Please also note that a copy of this notice will be included with any status certificate package issued by the condominium corporation.

As you know, fifty of the units were originally built with wood burning fireplaces (and of course with chimneys and flues). According to the Corporation's By-law No. 4 the owners with original fireplaces and flues are obligated to repair and maintain their flues.

By-law No. 4 includes the following (Paragraph 1(c) of the By-law):

*"That the owners of each Unit shall have the exclusive use of those portions of the common elements set out below and notwithstanding the provisions of the Declaration and for so long as they have such exclusive use the owners shall be responsible to maintain and repair after damage such portions of the common elements:*

*(c) for Units (with original fireplaces), the fireplace flue which forms part of such unit."*

**In summary, By-law No. 4 says that the owners must maintain and repair their fireplace flues.**

Among other things, this means that the owner must replace the flue if and when the flue requires replacement and/or must upgrade the flue as necessary to comply with the *Fire Code*.

As you may know, the condominium corporation has been arranging for regular cleaning of the flues (ie. every two years). The condominium corporation has taken this step for safety reasons – for the protection of all residents – even though (according to By-law No. 4) this is the obligation of the owners with the fireplaces. Unless there are any serious objections, the condominium corporation plans to continue the regular cleaning of the fireplaces, for the safety of all residents as described above. But, of course, all other repair and maintenance of the flues remain the responsibility of the owners with fireplaces.

We hope this meets with your understanding and acceptance.

Sincerely,

Marlene LeBlanc  
President  
Board of Directors



**Premiere Property Management Associates**

A Division of 128431 Canada Incorporated

January 23, 2015

Carleton Condominium Corporation No. 222

Notice To Unit Owners

**Re: Changes to the Status Certificate**

At the reconvening of last year's AGM on November 10, 2014, the owners approved the substantial change which results in changes to paragraphs 12, 15 and 25 in the Corporation's Status Certificate. The changes are as follows;

12. The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit except:

**See also paragraph 25.**

**The Board has levied a special assessment due November 1, 2015 to cover the cost to replace existing aspenite sheathing on the garage roofs with plywood. The sheathing upgrade has been approved by the unit owners pursuant to section 97 of the Condominium Act. The anticipated amount of the special assessment is as follows:**

**An amount of \$922.90 for units: 1-2, 5-8, 11-16, 19-23, 26-29, 32-35, 38-41, 44-48, 51-54, 57-61, 64-66, 69-72, 77-80, 83, 86-89, 92-94.**

**An amount of \$855.64 for units: 3-4, 9-10, 17-18, 24-25, 30-31, 36-37, 42-43, 49-50, 55-56, 62-63, 67-68, 73-76, 81-82, 84-85, 90-91.**

**Unit owners will have the option of paying off the full amount on November 1, 2015 or adding \$14.26 or \$15.38 per month to their condominium fees for a period of 60 months or 5 years with the option of paying off any outstanding amount during the five year term. (See also paragraph 15.)**

**Work will commence in the summer of 2015 along with the final phase (phase 3) of the roof replacement program.**

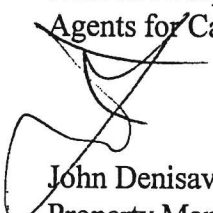
15. The balance of the reserve fund at the beginning of the current fiscal year was \$178,445.00. In accordance with the budget of the Corporation for the current fiscal year, the annual contribution to be made to the reserve fund in the current fiscal year is \$98,649.00, and the anticipated expenditures to be made from the reserve fund in the current fiscal year amount to \$4,590.00. The board anticipates that the reserve fund will be adequate in the current fiscal year for the expected costs of major repair and replacement of the common elements and assets of the Corporation. **Note: in accordance with the 2013 Reserve Fund Study, the Corporation is on track to meet the Reserve Fund funding requirements for years to come. However, should monies for one or more Reserve Fund projects be required earlier than what is forecasted in the 2013 Reserve Fund Study, the Board may request that some or all of the then remaining balance of the special assessment referenced in paragraph 12 be forthwith payable (but on no less than sixty days' notice from the Condominium Corporation to all owners).**
25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the board has proposed but has not implemented except:

**The Condominium Corporation is considering replacement of the aspenite roof sheathing (on the garage roofs) with plywood. The Corporation's engineer advises that the aspenite sheathing is structurally acceptable. However, the roofs have a "wavy" appearance due to sagging of the sheathing between the roof trusses. In order to include this work as part of its ongoing roofing contract, the Corporation required the approval of the unit owners pursuant to section 97 of the Condominium Act. The owners voted in favour of undertaking the improvement. The Corporation's roofing contractor has provided the attached quote, dated October 31, 2013, for completion of this work.**

Should you have any questions regarding this matter please contact the Property Manager at 613-236-3902 ext 25. We remain,

Yours truly,

Premiere Property Management Associates  
Agents for Carleton Condominium Corporation No. 222



John Denisavitch  
Property Manager



*Chateauf Estates*  
**CARLETON CONDOMINIUM CORPORATION**  
**#222**

July 18, 2014

To: Unit Owners Who Have Not Registered a Proxy

**Re: Proposed Substantial Change To Garage Roofs**

We are writing to seek your vote by proxy, in relation to a proposed modification to the common element garage roofs. The modification would involve some leveling and replacement of existing aspenite sheathing with plywood sheathing. The modification would correct the wavy/sagging condition that is presently visible in the garage roofs.

Structural performance of the garage roofs as constructed is not compromised and the board therefore has no duty to proceed with this work. However, given that the shingles on garage roofs will soon require replacement, the board has concluded that it would make sense, from the perspective of aesthetics and marketability of our homes, to correct this condition while we have the opportunity to do so as the opportunity is not expected to present itself again until the end of the next life cycle for the roof shingles (i.e. 20 to 25 years from the date of this next replacement).

The total cost for the proposed modification to the garage roofs is quoted at \$ 75,000.00 plus HST. This amount would be paid initially from the Reserve Fund and then replenished over a period of five years through a special assessment of approximately \$ 14.28 for the smaller units and \$ 15.42 for the larger units per month or in one lump sum payment of \$ 857.00 and \$ 925.00 respectively.

A clear majority of the owners in our community support the above approach and are in favour of completing the work; however in order to proceed with this work, the Condominium Act presently requires a vote of 66 2/3 percent of the unit owners (or 63 units) voting in favour of the improvement. At our last meeting of the owners, held on May 12, 2014, we had 79 out of a total of 94 units, or 84% of the owners represented in person or by proxy. The result based on these proxies was overwhelmingly in favour of undertaking the work, with 52 units in favour, and 27 against the modification proposed. Still, we did not have input from all of the owners, and those owners who did not attend or send a proxy were sufficient in number that depending upon their position, the vote in favour of the work might in fact be carried.

Given that we may not get the opportunity to correct the condition of the garage roofs for some time in the future, and given that a majority of the owners were clearly in favour of undertaking the work at this time, the board and the owners present at the meeting agreed that the vote on the matter should be adjourned and the vote deferred until we had an opportunity to canvass the

remaining unit owners and determine whether they were in favour of or opposed to undertaking the proposed work at this time.

**We do not propose to sway your position, but do want you to take the time to complete the enclosed form of proxy and return it to us so that your vote either for or against this work can be counted. If you have any questions regarding the proposed work we would be happy to speak to you and ensure that your questions are answered.**

Once we have collected proxies from all owners we will advise all owners of the anticipated result, based on the proxies received. If there appear to be sufficient votes in favour of proceeding, we will call and hold a meeting of owners to record the vote. If there are insufficient proxies to allow us to achieve the required 66 2/3 percent ownership in favour of the proposed work, then we do not propose to call a meeting and the work will be deferred indefinitely.

As most of owners have had sufficient discussion of the issues at previous meetings, we expect that we will hold the next meeting of owners prior to a regularly scheduled board meeting, and that most owners will attend through their previously submitted proxy.

Please fill out the attached proxy indicating whether you are in favour or against the proposed change and either mail c/o Premiere Property Management Associates, 2049 Meadowbrook Road Ottawa, Ontario, K1B 4W7 or fax to 613-230-2371 or scan and email it to [reception@premierepropertymgt.com](mailto:reception@premierepropertymgt.com) by **August 18, 2014**.

Thank you for your attention to this matter.

Yours truly,



Marlene LeBlanc  
President  
Board of Directors

# PROXY FOR CONSIDERATION of SUBSTANTIAL CHANGE

TO: Carleton Condominium Corporation No. 222 (known as the "Corporation")

I am (We are) the registered owner(s), of \_\_\_\_\_ (Address) being unit \_\_\_\_\_ (the "unit") or otherwise entitled to vote respecting the unit.

1. I (We) appoint \_\_\_\_\_, if present, or failing him or her, the Secretary of the Corporation, to be a proxy (known as the "Proxy") and to attend and vote on my (our) behalf at the meeting of owners to be held on the **12<sup>th</sup> day of May, 2014**, and at any adjournment of the meeting (known as the "Meeting").
2. The Proxy may vote on my (our) behalf in respect of the following item of business, subject to the instructions set out below, as I (we) could do if personally present at the Meeting.

## Substantial Change – Replacement of Aspenite Sheathing on Garage Roofs, with Plywood

3. I (We) instruct the Proxy to vote as follows:

- (Please  ..... **In Favour of the proposed Substantial Change**  
Check  ..... **Against the proposed Substantial Change**  
One  .....  
Box)  ..... **My proxy can exercise my vote as my proxy wishes**

4. [If you are the mortgagee(s) or you are authorized to act on behalf of the mortgagee(s), include the following paragraph:]The mortgagee(s) has/have complied with section 48 of the Condominium Act, 1998 and under that section has/have the right to vote at the meeting in the place of the registered owner(s).

5. I (We) revoke all proxies previously given.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

[In the case of a corporation, affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.]

[If you are authorized to act on behalf of the registered owner(s) or mortgagee(s), attach a copy of the document that gives you this authorization.]



**Premiere Property Management Associates**

A Division of 128431 Canada Incorporated

March 16, 2012

**CARLETON CONDOMINIUM CORPORATION NO. 222**

**NOTICE TO ALL UNIT OWNERS**

**RE: POSTING OF COMMERCIAL SIGNS**

Please see the following new rule and regulation regarding the posting of commercial signs which modifies the previous rule and regulation Article III (1).

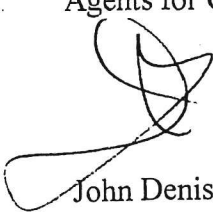
**Commercial signs advertising the name of a business may be posted on the inside surface of the front storm door window or the inside surface of the main floor bathroom window located at the front of the unit. The size of the signs shall not exceed 50 square inches.**

The new rule and regulation was passed by resolution of the Board at a meet held on March 14, 2012.

The new rule and regulation will become effective thirty days following the date of this notice unless the Board receives within those thirty days, a requisition signed by owners of 15% of the units for a meeting to consider the proposed rule and regulation. If a requisition is received within those thirty days, the requisitioned meeting will be called and the rule and regulation will then be effective only by the owners vote to approve the rule and regulation at that meeting of owners.

Yours truly,

Premiere Property Management Associates  
Agents for Carleton Condominium Corporation No. 222



John Denisavitch  
Property Manager

**CARLETON**  
**CONDOMINIUM CORPORATION**

**NO. 222**

**(RULES & REGULATIONS)**

CARLETON CONDOMINIUM CORPORATION

#222

ANNUAL GENERAL MEETING:

The Condominium Act requires that Annual General meetings must be held no more than fifteen (15) months apart.

General meetings are run like meetings of any other corporation. A chairman will be appointed for each meeting and remarks will be addressed to the chairman or, with his or her permission, to the floor. Minutes of the meeting must be kept to record any decisions put to vote. Motions will be presented and seconded; there will be discussions to the motion and then the motion is put to vote.

Some of the decisions made at a general meeting can affect your lifestyle as an owner and resident in a condominium project, so it is in your own interest to attend.

To determine who is eligible to vote, the secretary keeps an up-to-date register of owners. This list sets out the owner's name, address, unit and share of the common elements. New owners must notify the Corporation to be entitled to vote. To amend the Corporation's declaration requires 100 percent consent and to amend a by-law, at least 51 percent (48 units) of the ownership must agree.

It is the responsibility of the Board of Directors to call general meetings, but The Condominium Act provides that the Board must call a general meeting if requested to do so, in writing by owners representing at least 15 percent (15 units) of the ownership interests. Such a meeting must be held within 30 days of the receipt of this request. If the Board does not call the meeting within this time, any of the owners who made the original request may call a meeting within 60 days of the initial request.

BOARD OF DIRECTORS:

The number of Directors shall be five (5) of whom three shall constitute a quorum for the transaction of business of the board. Notwithstanding vacancies, the remaining Directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.

The Directors of the Corporation shall be elected in rotation and shall be eligible for re-election. Such Directors may, however, continue to act until their successors are elected. If more than one (1) of such Directors whose terms are not of equal duration shall resign from the Board prior to the expiration of

their respective terms, and shall be replaced at a meeting of members called for that purpose, the Directors receiving the greater votes shall complete the longest remaining terms of the resigning Directors. At each annual meeting thereafter a number of Directors equal to the number of Directors retiring in such year shall be elected for a term of three (3) years.

#### COMMITTEES:

Committees are formed at the discretion of the Board of Directors. The members include volunteer unit owners and a Director may or may not chair the Committee. Any unit owner who wishes to participate as an active member on a committee should inform the Board of Directors of his/her desire. Involvement on committees permits one to express his/her ideas for the betterment of this project. When a committee is formed, terms of reference are established between the committee chairman and the Board of Directors. These terms of reference include responsibilities, specific direction, financial authority (if any), and term in office. General duties of each committee include researching factual information, coming up with ideas and recommendations and communicating their recommendations to the Board. However, since financial responsibility and accountability rest with the Board, the Board reserves the right to act or not to act in whole or in part upon committee recommendations.

#### MANAGEMENT:

CCC #222 is managed by a separately run professional property management corporation.

#### EXPENSES OF THE CONDOMINIUM AND COMMON CHARGES:

Total expenditures of the Condominium are projected each year on the basis of an annual budget. This budget is prepared in draft by the Board. The budget is intended to cover all expenses, charges and costs of running the condominium on an annual basis.

The budget includes a number of items which are either required by law (eg. insurance) or fixed by long term contracts (eg. pest control, summer and winter maintenance).

Examples of current expenditures include electricity, and water for the common elements. These expenses vary from year to year, largely in accordance with weather conditions and public utility rates. Finally, the budget makes provision for certain miscellaneous repairs and charges which result from individual unit owner requests from the Board. This latter category is not easy to estimate and has become a significant source of condominium expenses.

For the longer term the budget provides for a Reserve Fund. This is not meant as a contingency fund to meet exceptional operating expenses. Rather it is intended to provide for the replacement of certain specific common elements, such as roofing, exterior painting of units, staining of fences, caulking, paving, curbing, and underground services. Contributions to the Reserve Fund are based on the life expectancy of these elements and their estimated replacement cost.

Total expenditures of the Condominium are apportioned among individual unit owners in accordance with an owners share of the common interests of the Corporation, as specified in the Declaration. The annual share of each unit owner in the expenditures of the Corporation is prorated on a monthly basis to constitute the "condominium fee" or "condominium charge."

At the Annual General Meeting (A.G.M) owners review, approve and/or amend the budget. Approval of the budget is by majority vote at the A.G.M.

#### CONDOMINIUM FEES:

Fees are due and payable on the first of each month. The fiscal year for this condominium is December 1 to November 30. If there is a change in fees it will normally occur on December 1 of each year. All owners will receive a copy of the budget. The Condominium rules and regulations require twelve (12) post-dated cheques dated the first of each month and is to be deposited with the management company prior to December 1.

#### MAINTENANCE & REPAIR:

Generally, the Corporation is responsible for maintenance and repair to all common elements. Loosely defined, common elements are everything exterior to and including the outside of each exterior wall. Some items are unit owner responsibility.

#### MAINTENANCE RESPONSIBILITIES:

<u>Corporation:</u>	<u>Unit Owner:</u>
1. Fitting of a) windows b) doors	1. Door locks and handles
2. Caulking	2. Broken windows
3. Fence repairs	3. Weather-stripping
4. Electrical bollards	4. Light bulbs
5. Main box electrical deficiencies	5. Insulation
6. Broken thermopane seals	6. Frozen pipes*
7. Flashing	7. Window screens/Patio screens
8. Chimneys	8. Aluminum storm/screen doors
	9. Unit owner installed windows
	10. Patio stones in the exclusive



- |                                       |  |
|---------------------------------------|--|
| 9. Shingles                           | use area   |
| 10. Foundation leaks                  | 11. Any damages to common elements caused by owner |
| 11. Dryer and Bathroom vent vent caps |  |
| 12. Driveways and Walk                | 12. Fireplace                                      |

\*Frozen pipe damage over \$250.00 is an insurance claim on all risk policy.

The above list is not intended to be an all inclusive list.

The corporation shall make any repairs that an owner is obligated to make and does not make within a reasonable length of time. In such an event, an owner is deemed to have consented to having repairs done to his unit by the corporation. The owner must reimburse the corporation in full for the cost of such repairs.

If you have any questions as to who is responsible for a particular maintenance problem, please call the property manager.

#### SERVICES PROVIDED TO RESIDENTS

##### GARBAGE COLLECTION:

Garbage pick-up is presently each Wednesday. Your garbage must be placed at the front curb of your driveway and be properly contained in accordance with the City of Gloucester By-Laws. Garbage should not be put out prior to 8:00 p.m. the night before scheduled pick-up. If there is a holiday during the week, garbage pick-up will be Thursday. If garbage is put out too late, and missed the pick-up, the person putting it out is to return it to his/her home or enclosure until next pick-up day. This will be enforced by the City of Gloucester Sanitation inspectors.

##### SNOW REMOVAL:

Parking lots and Mary Jane Crescent snow removal is done by a contractor. You are responsible to clear your steps, walkways and driveway. PLEASE USE SALT SPARINGLY as it damages and destroys the grass.

##### GROUNDS MAINTENANCE:

Grounds maintenance is done by a contractor. This includes spring parking lot and grounds clean-up, fertilizing twice per year, grass cutting and trimming and insect control. This maintenance includes the privacy areas only if (a) gates are open or unlocked; (b) pet dirt is picked up and properly contained. If gate is locked it becomes the occupants responsibility. The owners/occupants are requested to water the lawn and trees in their

immediate area.

NEWSLETTERS:

A newsletter is issued to all residents of the condominium from time to time. The newsletter contains information on the proceedings of the Board of Directors and its various subsidiary committees, advertises community functions, meetings and activities. It also serves as a method for keeping this guide up to date. If you have anything you would like to see in the newsletter, please contact the Board in Writing.

RULES AND REGULATIONS  
(Repeals Rules no. 1 to 18 dated 1983)

ARCHITECTURAL POLICIES AND GUIDELINES

I. INTRODUCTION:

The Condominium Board of Directors is responsible, in part, for preserving the architectural integrity of our condominium as originally established by the architects who designed it. In order to do so, architectural standards have been established to assure that protective restrictions will not stifle the imagination or creative desires of the residents, but rather help maintain the appearance and value of the resident's property.

II. APPLICATION FOR EXTERIOR ALTERATIONS:

1. Plans for addition to an existing building, exterior alteration, modification or change to an existing building, or new major detached structure must be submitted for approval before any work is undertaken. Examples of such projects include a permanent barbecue, patio, storage unit, fireplace, etc.

2. Written requests only will be considered by the Board.

3. Descriptions of alterations must include all information necessary for the request to be considered. Necessary information must include the height, width, size, shape, color, and location of the proposed improvement. If the alteration affects the existing drainage pattern, the proposed drainage pattern must be indicated. If the improvement affects either neighbor, consultation with him/her should be personal.

4. Any addition or change to the exterior of the unit must have the Board's approval, and must be compatible with existing design, and only material that conform with the existing structure will be approved.

5. Any addition or alteration to the common elements by a unit owner becomes the responsibility of the owner to maintain and repair.

### III. RULES AND REGULATIONS:

1. No sign, advertisement or notice other than the usual signs, to be located at the front of a unit, offering the unit for sale or rent with dimensions not exceeding two feet by three feet shall be inscribed, painted, affixed or placed on any of the inside or outside of the building or common elements whatsoever without the prior written consent of the Board.

2. No awnings, shades, or shutters shall be erected over and outside any window or door of a unit without prior written consent of the Board.

3. Water shall not be left running unless in actual use. Plumbing fixtures and equipment shall not be used for any purpose other than that for which they were intended and designed. No sweepings, garbage, rubbish or other substances shall be placed therein.

4. 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 of the manager as garbage pick-up days. Such debris, refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags not exceeding twenty-five pounds per bag in weight.

5. Owners shall not overload existing electrical circuits.

6. The sidewalks, entry passage ways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.

7. No televisions antenna, aerial, tower, satellite dish, or similar structure thereto shall be erected on or fastened to any unit, except for in connection with common television cable system.

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

common elements other than in a designated area with the permission of the Board.

9. No part of a unit required by the Declaration to be maintained by the Corporation shall be painted, decorated or otherwise affected by anyone other than the Corporation.

10. No part of the structure of any unit and no part of the drainage or plumbing system of any unit and no part of any facility servicing more than one unit or contained in a bearing or party wall shall be altered, removed, replaced, moved or extended without the prior written consent of the Board.

11. No article or thing of any nature shall be stored for any period of time whatsoever on any part of the common elements.

12. Any damage to the plumbing, electrical or heating systems caused by the wrongful act of any owner, their families, guests, visitors and servants of a unit shall be repaired at the expense of the unit owner.

13. No excavation shall be made on the lands for the purpose of building or for the improvement of the gardens and grounds thereof, and no soil, sand, or gravel shall be removed or added to the lands except with the prior written permission of the Board.

14. The erection of a permanent clothes line is prohibited outside a unit. Fences should at no time be used as a clothesline or as a part of the installation of a clothesline.

15. Only commercially constructed metal storage or tool sheds may be erected and those must not exceed 8 feet wide, 6 feet high and 7 feet deep in overall dimensions. The shed must be placed near the unit by the highest part of the fence. Request to erect storage sheds must be submitted to the Board in writing providing a description of the shed including, color, location and the base.

16. Owners are allowed to install aluminum storm doors at their own expense and maintenance. However, they must be one of the styles attached, as well as dark brown in color only.

17. Air conditioners (portable) may be installed on a seasonal basis only. They must not be installed prior to May 1st and must be removed no later than October 1st. The surrounding support material must be of such a material and color as to blend with the exterior finish of the units. This surrounding material as well as the air conditioning unit itself must be kept in good repair at all times. Any damage caused to the window sill etc. is

the responsibility of the owner/occupant.

Central air conditioning/heat pumps. Air cooled type only, may be installed subject to Board approval. Water cooled type will not be permitted, due to excessive water consumption.

18. Patio stones and interlocking brick may be installed in the inside of the unit owner's exclusive use portion. The patio stones must be grey in color, while interlocking brick may be red or grey. The patio stones must be installed with water drainage patterns in mind. The proper depths and materials for drainage and shifting from spring thaw must be considered. These specifications must be obtained from the Board of Directors.

19. Backyard Fencing. The design of the backyard fencing and/or gate shall conform to the existing pattern and color/stain. In addition the following applies:

- a) Height of the fencing and or gate, and clearance from the ground will be the same as the existing fencing (shorter section).
- b) The gate should have 180<sup>0</sup> opening.
- c) Hinges for the gate shall be bolted "on" with the nut end inside the yard.
- d) The gate should be left unlocked to allow lawn cutting (latches will be allowed).
- e) All requests to construct a backyard fence/gate must be submitted to the Board of Directors in writing and approved by the Board of Directors before actual work begins.

20. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules and regulations 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.

21. Grievance and violation procedures. In the case of violation of the condominium rules or regulations, complaints and grievances are to be forwarded in writing to the condominium Board of Directors by the resident or residents who have knowledge of such violations.

LIFESTYLE POLICIES AND GUIDELINES:I. INTRODUCTION:

The preceding rules and regulations are meant to help preserve the appearance, safety, and property value of each individual unit, as well as the condominium as a whole, and not an attempt to over regulate the membership's way of life.

We ask that common sense and community spirit be the guide toward the compliance of these rules and regulations.

II. RULES AND REGULATIONS:

1. 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 manager, may or does disturb the comfort or quiet enjoyment of the property by the other owners, their families, guests, visitors, servants and persons having business with them.

2. No animal, livestock or fowl other than a pet shall be kept on the property, subject to and governed by the city of Gloucester By-laws. Dogs are not permitted to roam and run loose in the common use elements.

3. No owner shall do, or permit anything to be done in his/her unit or bring or keep anything therein which will in any way increase the risk of fire, or the rate of fire insurance or any building or an 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 any conflict with any of the rules and ordinances of the Board of Health or with any statue or municipal by-law.

4. No auction sale shall be held on the property.

5. No stores of coal or any combustibile or offensive goods, provisions or materials shall be kept on the property.

6. No noise, caused by any instrument or other device, or oherwise, which in the opinion of the Board has disturbed the comfort of the other owners shall be permitted.

7. 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.

8. No unit shall be used for any business, commercial or professional purpose including the office of a doctor, dentist, lawyer, chiropractor or drugless practitioner except the declarent may use any unit as a display model for the purpose of promoting the sale of units on the land.

9. No unit owner, and/or tenants, their families, guests, visitors and servants shall do anything or permit anything to be done that is contrary to any of the provisions of any applicable statute or municipal by-law.

10. Nothing shall be burnt or cooked in the common elements except cooking in any exclusive use common area of a unit and no flammable or combustible materials shall be used therein except as aforesaid.

11. The exclusive use areas must be kept neat at all times. If materials and/or objects accumulate to the extent that the area becomes (in the opinion of the Board) unsightly it may be ordered cleaned up and if not complied with within seven (7) days it will be cleaned at the owners expense. Any expenses occurred by the Corporation shall be collectable in the same manner as the condominium fees.

12. All front areas of units must be free of garbage, garbage cans, garden tools and general clutter. Toys and bikes must be placed in the rear exclusive use area or inside the unit when not in use.

13. The Corporation requires that twelve (12) post-dated cheques dated the 1st day of each month starting from December 1 to November 1 be sent to the management company and payable to CCC #222 . Any cheques that can not be processed will be levied a service charge collectable in the same manner as the condo fees. The Board has the power to place a lien on property where fees are in arrears. Legal costs incurred in collection of the fees are the responsibility of the Unit Owner.

#### PARKING AND TRAFFIC RULES

##### 1. INTRODUCTION:

Any infractions of the following cited rules and regulations will result in the vehicle being towed away by the Gloucester Police Department without prior warning to the unit/automobile owner at the owner's own risk and expense.

II. RULES AND REGULATIONS:

1. The speed limit on Mary Jane Crescent is set at 25 km/15 mph.

2. Visitor parking is for visitors. All residents of the condominium are prohibited from parking a vehicle in the visitors' parking area.

3. Visitors who are staying past 2:00 o'clock a.m. must register their vehicle with the Property Manager. Visitors are required to register each night as the permit is only good for one (1) night.

4. Parking spaces are not to be used as storage space. offenders will have their material removed at the owners expense.

5. Any vehicle parked in another owner's space may be towed away at the request of the unit owner to the Gloucester Police Department.

6. Mary Jane Crescent has been designated as a fire route. This means there is to be NO ON-STREET PARKING on either side of Mary Jane Cres. at any time.

7. No commercial vehicle (e.g. step van, cube van, tractor trailer, etc.) other than a passenger automobile, station wagon or vehicle not exceeding the size of a one-half ton pick-up truck with uncovered rear end and/or sills not exceeding four feet in height shall be parked on any part of the common elements (including any part thereof, of which any owner may have the exclusive use) other than in a designated area with the permission of the Board not shall any repairs be made to such motor vehicle on the common elements and no motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.

8. No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements, other than for the purposes of loading and unloading at which time they may be briefly parked in visitors parking.

GARDENING POLICIES AND GUIDELINES

I. INTRODUCTION:

It is recognized that natural landscaping, including gardens, flowers, quickset hedges, shrubs and small shrubs enhance the aesthetic aspect of the individual units' yards and frontal terrains, and by the same token of the condominium exterior



property as a whole. The present guidelines must be in harmony with other guidelines pertaining to fencing, tool sheds and other artifacts that may be permitted in the individual units' yards.

II. GENERAL PRINCIPLE:

Residents who plant flowers, etc. will be required to provide all the care of their planted areas.

III. EXCLUSIVE USE COMMON ELEMENT RULES AND REGULATIONS:

GARDENS:

1. Gardens are allowed in the back yards of individual units only. Garden plants, flowers, fruit, vegetable and other plants must not be attached to the fence and must not surpass in height the lower fencing of the yard.

2. Gardens must be well maintained and the soil must be cleaned properly no later than October 31st of each year.

SHRUBS, SMALL SHRUBS AND HEDGES:

1. Shrubs, small shrubs and quickset hedges (rosebush, hawthorne, cedar, etc.) and any other SHORT ROOT small shrubs are allowed inside individual units' yards.

2. Shrubs, small shrubs and hedges may be planted inside fences, but must not surpass in height the upper lateral fences that separate individual units' yards.

3. Shrubs, small shrubs and hedges planted adjacent to common fences must not expand over the next yard, and must be trimmed accordingly by the owner in order to avoid any such expansion.

CLIMBERS AND VINES:

1. Climbers and vines must be a type with foliage that dies back to the ground in the Fall or that can be removed to allow for fence maintenance. They should not be attached to common fencing. Trellises may be erected for climbers and vines but these should complement the unit or fence coloration and should not exceed the height of the fence.

ROCK GARDENS:

1. Rock gardens may be built, but only after the prior written approval of the Board.

FLOWER BOXES:

1. Flower boxes are acceptable in the yard area. Design and color should match the unit exterior. They may be hung on the inside of the fence. Screws or metal brackets should be used for mounting in order to allow removal. They should be removed no later than October 31st for storage during the winter months.

PLANTERS:

1. Design and color must complement the unit exterior. (in the rear of unit).

IV. FRONT LAWN AND COMMON ELEMENT RULES AND REGULATIONS:

FLOWER BEDS:

1. Front property planting is to be limited to flowers and small flower plants not farther than three (3) feet (90 centimeters) from the end of the unit. (on terrain/adjacent to the garage).

HANGING BASKETS:

1. Hanging baskets may be erected but they are to be removed no later than October 31st of each year and stored for the winter months.

PLANTERS:

1. Planters, (in the front of unit) may be placed on the front step, on the walkway leading to the unit or in flower beds. None shall be placed on the grass area. The design and color should complement the unit exterior.

TREES:

1. Because of the relatively small terrain parcels allotted to each unit, in the front as well as the back of units, and also due to numerous underground works, (gas, electrical, etc.) tree planting is not to be allowed.

2. Flowers and bulbs may be planted at the base of existing trees located in the front yards of the common elements.

3. No living tree shall be cut down or removed from the common or exclusive use elements, other than those standing within an area to be excavated for the erection of a building, or due to the death or disease of the tree, without the written consent of the Board. If any tree is cut down, removed or damaged without obtaining such consent the unit owner responsible will forthwith replace the same under the supervision and to the satisfaction of the Board of Directors.

LAWN ORNAMENTS:

1. All lawn ornaments are not allowed on the front lawn and/or common element areas.

# CARLETON PARKING MANAGEMENT

TELEPHONE: 725-6621

Dear Resident:

Illegal and improper parking is a constant irritant to all residents, as well as your guest. It is also a factor in your condominiums safety. Your safety and well-being are uppermost in the minds of your condominiums management. City by-laws governing the use of fire lanes are also primarily concerned with making your condominiums safe and readily accessible in case of emergencies.

With these considerations in mind, the management of your condominium has placed all matters pertaining to parking under the supervision of CARLETON PARKING MANAGEMENT (cpm). In this regard, the following parking policies have been reviewed by your management and will be enforced by CPM.

All visitors vehicles must be parked in designated visitor parking areas. Guest staying between the hours of 2:00 a.m. to 7:00 a.m. must register their vehicles with CPM. **JUST CALL US.** Be sure to give the address, licence plate no. and the amount of evenings the vehicle will be in visitor parking. Please be sure to advise your guest of this policy. Registrations are taken twenty-four hours a day seven days a week. No vehicles may be registered for more than three (3) days in a seven (7) day period without making arrangements with your property management office.

**DO NOT CALL YOUR MANAGEMENT OFFICE FOR REGISTRATIONS  
OF THREE (3) DAYS OR LESS IN A SEVEN (7) DAY PERIOD  
CALL CARLETON PARKING  
AT 725-6621**

Parking privileges will be revoked for any person's vehicle that has received a parking ticket and has not paid said ticket within the time allotted and their vehicle will be towed from the property each and every time Carleton Parking Management patrols until the ticket/tickets have been paid.

**VEHICLES WILL BE TICKETED & OR TOWED FOR THE FOLLOWING OFFENCES:**

- A: failed to register vehicle in visitor parking between 2 a.m. and 7 a.m..
- B: portion of vehicle parked on lawn area.
- C: vehicle occupying more than one parking space.
- D: vehicle parked on roadway.
- E: portion of vehicle obstructing roadway.
- F: parking a vehicle with an expired VALIDATION sticker or no licence plates.
- G: performing mechanical work on a vehicle.
- H: obstructing work crew EXP. ( snow removal, paving, line painting, sweeping etc).
- I: parking in a space reserved for the physically disabled without a permit.
- J: unauthorized parking in a reserved parking space.
- K: RESIDENT or any unauthorized vehicles parked in visitor parking (this applies day or night).

When a vehicle is illegally parked in your assigned parking space, if you wish said vehicle to be removed it is your responsibility to notify your local POLICE force or city BY-LAW OFFICE.

**FOR OVERNIGHT REGISTRATIONS  
PLEASE CALL 725-6621  
THIS POLICY IS NOW IN EFFECT!!!**



**Premiere Property Management Associates**

A Division of 128431 Canada Incorporated

January 19, 2007

Carleton Condominium Corporation No. 222

Notice To Unit Owners

**Re: Garage Doors**

As our development approaches its 23<sup>rd</sup> year many unit owners will be contemplating replacing their garage doors. As you should be aware garage door replacement and maintenance are the responsibility of the unit owner.

In an effort to assist the owners the Board has asked their consultant, Laviolette Engineering to develop a specification for garage door replacement which we attach.

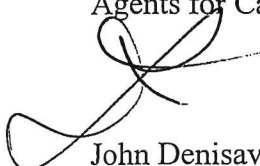
You will note that vision lites (windows) are now permitted to be installed in any new garage door replacement.

As in keeping with board policy all installations must be submitted to the board for written approval prior to installation. Failure to comply may result in needless cost to both the unit owner and the corporation.

We hope that you find this document useful in determining your needs and we ask that you please keep this on file for your records.

Yours truly,

Premiere Property Management Associates  
Agents for Carleton Condominium Corporation No. 222



John Denisavitch  
Property Manager

# Lavolette

building engineering

Building Condition  
Assessments

Reserve Fund  
Studies

Building Envelope  
Investigations

Roofing  
Investigations

Remedial Design

Construction  
Inspections

Technical Audits

Energy Audits

## Specification

CCC 222  
Garage Door Replacement

Prepared for

Carleton Condominium Corporation No. 222  
% Premiere Property Management Associates

**Lavolette Building  
Engineering Inc.**  
28 Concourse Gate - Unit 2  
Ottawa (Nepean), Ontario  
Canada K2E 7T7

Tel: (613) 226-4204  
Fax: (613) 226-9514  
[www.lav-eng.ca](http://www.lav-eng.ca)

January 16, 2007

L1345

# 1. INTRODUCTION & SCOPE OF WORK

The Board of Directors of Carleton Condominium Corporation No. 222 is allowing individual unit owners to install their own new garage door with vision lites, provided that the work is completed according to these specifications and the unit owner obtains Board approval for the specific unit where the work is to be completed.

In general terms, the work shall include removal and replacement of the existing garage door with a new sectional garage door which is properly installed in accordance with these specifications and the manufacturer's installation instructions. The new garage door shall be of any construction chosen by the unit owner commissioning the work, but aesthetics shall be of similar design and colour as other newly installed garage doors at the complex. The garage door is permitted to include up to four vision lites, with all vision lites to be installed in the garage door in a symmetric pattern at the top of the door.

## 2. GENERAL REQUIREMENTS

### 2.1 Work Progress and Use of Site

1. Upon startup, work shall proceed in a continuous and efficient manner to ensure that all work is completed within one day, so that work does not drag on and cause inconvenience to others.
2. The Contractor will co-operate with the Unit Owner and the Property Manager and arrange for all work to be expedited with the minimum of inconvenience to all parties, and report in writing any difficulties encountered in expediting the work.
3. Work is permitted **ONLY** between the hours of 8:00 A.M. and 6:00 P.M., Monday through Friday. No weekend or holiday work is permitted unless prior approval is obtained from the Property Manager 48 hours in advance of the planned weekend or holiday work.
4. Water and electric power will be available for use by the Contractor, by the Owner at whose unit work is being carried out.
5. Sanitary services will not be available for use by the Contractor, except where granted by the Unit Owner.
6. Limit areas for work and storage to the unit being worked upon.

### 2.2 Quality Control

1. The Contractor will employ only persons who are fully qualified to perform the work required.
2. The Contractor will perform the work in the most efficient manner and to the satisfaction of the Unit Owner and the Property Manager.
3. The Contractor will repair, replace or otherwise make good all unacceptable work.

4. If unusual conditions or conditions detrimental to a secure installation are detected during the work, the Property Manager must be notified immediately.
5. If the Contractor covers or permits to be covered work that has been designated for inspections or approval before such is made, the contractor must uncover such work, have inspections or tests satisfactorily completed and make good such work.
6. Maintain at the job site one copy of each of the following:
  1. Specifications
  2. Applicable safety instructions for all materials.
  3. Manufacturer's written instructions or guidelines for installing the garage door.

### **2.3 Protection - General**

1. Take care to minimize damage to the grounds during the course of the work, and reinstate all common element landscaping that is damaged. Damaged plants must be replaced at no additional cost to the Unit Owner.
2. The Contractor shall provide adequate protection to public and property, and take appropriate actions to avoid injuries and/or property damage of any kind, until the Unit Owner accepts the work.
3. Execute work to minimize interference to building occupants and personal effects. Provide and maintain all necessary and proper temporary shoring, protection and warning signs at all areas which may be dangerous to the public, for any foreseeable causes.
4. The Contractor shall assume all liability for and be responsible for loss of or damage to the Contractor's materials or equipment and for any materials delivered to him from whatever source to the site of the work.

### **2.4 Clean-up**

1. The Contractor shall remove all debris and hazardous impediments from work areas and the project at the end of each day's work, unless otherwise approved by the Property Manager.
2. The Contractor shall remove all equipment and material at the end of the work day.
3. Leave areas of work broom clean.

### **2.5 Miscellaneous Requirements**

1. Except where otherwise stated in these specifications, normal CCDC rules apply to this contract.



## 2.6 Warranty

1. Except as outlined below, the Contractor will warrant work covering both labour and material for a period of two (2) years from the date of completion to the satisfaction of the Unit Owner.
2. The warranty on replaced parts and workmanship shall extend to the same 2-year period, except that repairs carried out during the last year of the warranty period shall be warranted for one (1) year from the date of acceptance of the replacement parts and/or workmanship.
3. The Contractor shall supply from the manufacturer(s), properly completed written warranties for all products supplied for the Work.
4. The Contractor shall act on the Unit Owner's behalf in ensuring the manufacturer(s) fulfil all warranties on the products and materials supplied.

## 3. PRODUCT REQUIREMENTS

### 3.1 Garage Door and Vision Lites

1. The garage door shall be of sectional style to match existing operation.
2. The aesthetics and colour of the door shall be similar to existing newly installed garage doors at the complex.
3. The garage door may be of any material composition desired by the Unit Owner, provided that:
  - .1 The garage door meets all other requirements of these Specifications.
  - .2 The garage door carries a minimum 10-year product warranty.
  - .3 If a steel door is chosen, the door shall be primed on the interior and primed and painted on the exterior, as required by the manufacturer's warranty provisions.
4. All rails, supports and hardware shall be new and shall be fully appropriate for the door being installed.
5. All products selected shall be of a commonly available garage door product which is expected to remain on the market for the foreseeable future, so that doors installed in later years can be of the same product. (That is, do not use products which are likely to be discontinued within a few years).
6. Vision lites shall be the standard glazing panels supplied by the manufacturer specifically for the garage door selected.
7. Vision lites shall be located at the top panel of the garage door, and shall be placed symmetrically within the door.

## **4. INSTALLATION REQUIREMENTS**

### **4.1 Installation of Garage Door**

1. The manufacturer's installation instructions shall be followed throughout the installation. As such, the installation requirements stated below intended only as general instructions to reinforce key points of the installation, and the manufacturer's printed instructions shall govern.
2. Provide the Unit Owner with all garage door product, maintenance and warranty information.
3. Check the opening and supporting construction to verify that all site conditions are appropriate to install the garage door. Commencement of work implies acceptance of all conditions.
4. Install the rails and supports in strict accordance with the manufacturer's installation instructions, taking care that all rails are straight and true, and that all slopes and curves are accurate. Ensure consistent and accurate spacing between rails.
5. Layout the garage door sections on a clean drop sheet so as to prevent damage to the finish.
6. Carefully lay out the hinges so that they are properly aligned and centred, and mark all screw locations.
7. Attach the bottom corner supports and the bottom half of all hinges.
8. Centre the bottom door section in the garage door opening so that the vertical rails can be located and installed in their proper position. Ensure that the panel is level during rail installation.
9. One panel at a time, carefully install guide wheels and screw top half of hinges into place, taking care that each panel is perfectly level and lines up with the lower panel. Complete work in strict accordance with manufacturers instructions, including completion of one side of door before completing the other side - where recommended by manufacturer.
10. Upon installation of vertical rail and garage door sections, layout and install the horizontal rails, the curved rails and supports. Take care to ensure all rails are parallel and fully aligned vertically.
11. Open the door completely to install the springs and cables, then operate the door several times to ensure that the installation is well balanced and that all rails are properly installed.
12. Make any adjustments necessary to ensure proper and smooth operation.
13. Use the key to lock and unlock the door several times to ensure the lock operates properly.

**END OF SPECIFICATION**

*Chateauf Estates*  
**CARLETON CONDOMINIUM CORPORATION**  
**#222**

October 20, 2006

Carleton Condominium Corporation No. 222 Owners

Dear Sir/Madame:

**Re: Rules re: Fire Code Compliance**

As of March 1, 2006, the *Fire Code (Part IV under the Fire Protection and Prevention Act)* was amended to require that smoke detectors be installed and operational on each storey of every dwelling in Ontario.

These new requirements are in addition to the pre-existing requirements for a smoke alarm outside each sleeping area, in the hallway(s) that provide access to any sleeping area. Smoke alarms must now be located in these areas and on every other level or storey of the dwelling.

As you know, the interior of the units and therefore the smoke alarms are the responsibility of the unit owners. As owners, you are required to install any additional smoke alarms that may be required by these new regulations, and to ensure that all smoke alarms within your unit are operational at all times. However, because of the risk that fire may spread between one unit and another, and through the common elements, the Corporation has a similar obligation to take reasonable steps to ensure that owners are fulfilling their obligations with respect to fire safety.

The *Condominium Act* allows the Corporation to make rules respecting the safety security and welfare of the owners and of the property. Working with its legal counsel, the Corporation has developed the attached rule to assist the Corporation and the unit Owners in fulfilling their respective obligations.

In order to give effect to this new rule, we are enclosing the required form of Notice of the rule, in accordance with section 58 of the *Condominium Act*. Rules become effective thirty days following the date of the Notice, unless 15% or more of the owners request a meeting to consider and vote on the rule. In that event, the rule does not become effective until the meeting is held and an ordinary vote of the owners is taken.

The Notice explains the right of the owners to request a meeting to further consider the rule, if desired. If the corporation does not receive a written request from 15% or more of the owners for a meeting of unit owners to consider the rule, then the rule simply becomes effective thirty days following the date of the enclosed notice.

If you have any questions regarding this new rule, please do not hesitate to contact us, through Pat Boileau at Premiere Property Management, 236-3902 extension 28. For those owners who wish to review the new provincial regulations, you may do so on line at [www.e-laws.gov.on.ca](http://www.e-laws.gov.on.ca). Owners can access the new regulations by clicking on "Browse by Title", and then scanning to the *Fire Protection and Prevention Act*. The regulations are accessed by clicking on the "plus sign" next to each Act and the relevant regulation is Ontario Regulation 650/05, section 2.13.

Yours very truly,

THE BOARD OF DIRECTORS

CARLETON CONDOMINIUM CORPORATION NO. 222

TO: All Owners  
FROM: The Board of Directors  
RE: New Rules Respecting Smoke Detectors

DATE: October 20, 2006

---

Please be advised that the Board has passed a resolution to enact new rules to ensure compliance by the Owners with the *Ontario Fire Code*, which was amended on March 1, 2006. The *Fire Code* requires that a smoke alarm be installed on every storey of a dwelling, including condominiums.

This new rule respecting smoke detectors was passed by resolution of the Board at a meeting of the Board held on August 14, 2006. A copy of the new rule is attached to this notice.

The new rule will become effective thirty days following the date of this notice unless the Board receives, within those thirty days, a requisition signed by owners of 15% of the units (in accordance with Section 46 of the Condominium Act) for a meeting to consider the proposed rule. If a requisition is received within those thirty days, the requisitioned meeting will be called and the rule will then be effective only if the owners vote to approve the rule at that meeting of owners.

Yours very truly,

Board of Directors

*Patricia Kind-Cyr*

Per: Pat Cyr, Secretary

Date: October 20, 2006

**CARLETON CONDOMINIUM CORPORATION NO. 222  
(the Corporation)**

**RULE RESPECTING SMOKE DETECTORS**

Resolution passed by the Board of Directors at a Board of Directors meeting held on the 14th day of August, 2006.

BE IT RESOLVED that the Corporation enact the following rule respecting the use of the units to promote the safety, security or welfare of the owners and of the property.

The following rule shall be observed by the owners and the term "owner" shall include the owner, his or her family, guests, agents or any other person occupying the unit with the owner's approval:

1. Applicable codes require that smoke alarms/detectors be installed and maintained in dwelling units. In our condominium, the smoke alarms are part of the units, and accordingly must be maintained and repaired by the unit owners.
2. The Corporation shall, annually, send to all Owners a "Request for Confirmation of Smoke Alarms" in a form satisfactory to the Board. Owners shall complete and return the requested Confirmation to the corporation within four weeks of the corporation delivering the request.
3. Where an owner fails to complete and return the completed Request for Confirmation of Smoke Alarms by the date specified, the Corporation, or its agent, may enter the unit on 48 hours written notice to the owner in order to complete an inspection of the smoke alarms on behalf of the owner. The costs of such inspection and any necessary repairs to or replacements of smoke alarms that may result from the inspection shall be the responsibility of the owner and shall be added to the common expenses for the unit. Owners shall not refuse entry to the unit on receipt of such notice and where an owner does refuse such entry, the owner must pay a fine of one hundred and fifty dollars (\$150) to the Corporation and shall be entirely and exclusively responsible for any losses, costs, damages or claims that may result from the Corporation's inability to fulfill its objects and duties as prescribed in this Rule.



**Premiere Property Management Associates**

A Division of 128431 Canada Incorporated

October 28, 2002

**TO ALL UNIT OWNERS AND RESIDENTS**

Please note that the attached Rule and Regulation has been in effect since October 12, 2002.

This Rule was passed by the Board of Directors at its meeting of September 9, 2002 and was delivered to all registered unit owners on September 12, 2002. As of October 28, 2002 no objections have been received and therefore the Rule is now in effect.

This Rule allows the Corporation to levy fines and enforce their collection.

Yours truly,

Premiere Property Management Assoc.  
Agents for Carleton Condominium  
Corporation No. 222



John Denisavitch  
Property Manager

**CONDOMINIUM RULE: RESPECTING ENFORCEMENT OF RULES**

**Introduction**

The following Rule is made to promote the safety, security and welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. The Rules of the Corporation are binding on each unit owner and his or her family, visitors, servants, agents or occupants of the unit.

The Corporation may pass additional Rules or amend or delete existing Rules from time to time in accordance with the *Condominium Act, 1998*.

**Definitions**

Owner: Shall include owners, their families, visitors, agents, tenants and occupants of the unit.

Any other words and phrases which are defined in the *Condominium Act, 1998* (as amended from time to time), or the Regulations thereunder or any successor thereto, ("the Act") shall have ascribed to them the meanings set out in the Act.

**Enforcement of Rules**

Any losses, costs or damages incurred by the Corporation by reason of a breach of any of the Corporation's Rules in force from time to time by any Owner, his or her family, guests, servants, agents, tenants or occupants of his or her unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses. Without limiting the generality of the foregoing, such losses, costs or damages shall include, but shall not necessarily be limited to, the following:

- (a) **All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, these Rules;**
- (a) **An administration fee in the amount of \$50.00, to be payable to the Corporation for any breach of these Rules that continues after initial notice has been sent, and a further administration fee of \$50.00 for each month thereafter until the breach ceases. The breach shall be deemed to continue until the Corporation receives from the owner written confirmation that the breach has ceased.**





**Premiere Property Management Associates**

A Division of 128431 Canada Incorporated

December 14, 2001

Carleton Condominium Corporation No. 222

To All Unit Owners and Residents

Please note that the attached Rule and Regulation has been in effect since December 12, 2001.

This rule was passed by the Board of Directors at its meeting of November 12, 2001 and has been delivered to all registered unit owners on November 14, 2001. As of December 12, 2001 no objections have been received thus the rule is now in effect.

We require that all requests to install a satellite dish be made in writing to the Board of Directors and that installation only commence upon the unit owner receiving written permission from the Board.

Yours truly,

Premiere Property Management Associates  
Agents for Carleton Condominium Corporation No. 222



John Denisavitch  
Property Manager

# CARLETON CONDOMINIUM NO. 222

## RULE AND REGULATION

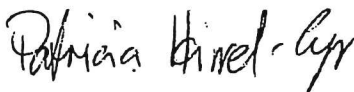
November 14, 2001

### Satellite Dishes

Satellite dishes are allowed under the following terms and conditions:

- the dish may not exceed a diameter of 18";
- the dish may only be installed in the rear yard of unit on a self-standing post(not attached to the unit or fence);
- post must be made of steel construction and must be properly footed with concrete;
- the height of the dish and post must not exceed the highest part of the fence;
- the unit owner is responsible for ensuring that their unit has the proper exposure for service;
- the unit owner is responsible for any damages to the common element as a result of installation or removal.

The Board of Directors



Pat Cyr  
Secretary

# ***PREMIERE***

Property Management Associates

## CARLETON CONDOMINIUM CORPORATION NO. 222

### NOTICE - PET CONTROL

September 17, 1997

To All Unit Owners:

Please find attached a copy of the new Rules and Regulations regarding pets and pet control.

This rule was passed by the Board of Directors at the meeting of September 15, 1997 and at the request of many residents and unit owners.

The Rule and Regulation becomes effective on October 17, 1997 and has been mailed to all unit owners. Off-site unit owners are responsible to ensure that their tenants have received a copy of this Rule and Regulation and have been made aware of the amendments.

Yours truly,

Premiere Property Management Assoc.  
Agents for Carleton Condominium  
Corporation No. 222



John Denisavitch  
Property Manager

CARLETON CONDOMINIUM CORPORATION NO. 222

AMENDMENT TO THE RULES

To All Unit Owners:

This is to notify you pursuant to the provisions of the Condominium Act, Section 29(4), that your Board of Directors has passed the following Rule as Rule (11)2 of the Corporation's rules and Regulations:

2. (1) No animal, livestock or fowl other than a pet shall be kept on the property, subject to and governed by the City of Gloucester By-laws.
- (2) When outside a resident's exclusive use area, a pet must be under the custody of and leashed by said resident.
- (3) Each pet owner is to ensure his/her pet does not defoul either the common elements or their exclusive use area. If a pet defecates on either, the resident shall immediately gather up the droppings and dispose of them within his/her own home.
- (4) (i) Any damage to either the common elements or the exclusive area by the pet will be the full responsibility of the resident.  
(ii) Any costs incurred by the Corporation to remedy said damage is the full responsibility of the resident.
- (5) The resident shall be financially responsible for any personal injury or personal property damage caused to any owner, resident, guest, employee of the Corporation or member of the public caused by his/her pet.
- (6) At the sole discretion of the Board of Directors and/or the Property Manager, the unit owner shall be served with a notice to remove any pet that is deemed to be a nuisance. It is incumbent upon the unit owner to ensure compliance.

This Rule becomes effective thirty (30) days after notice thereof has been given to each owner, or on the 17th day of October, 1997.

Board of Directors  
Carleton Condominium Corporation No. 222