

## **SCHEDULE "A"**

### **RULES AND REGULATIONS**

The following rules and regulations shall be observed by the owners. Any rule made by the Board shall be effective thirty (30) days after notice thereof has been given to each owner unless the Board is in receipt of a requisition in writing requiring a meeting of the owners to consider the rule, whereupon the rule will become effective only upon approval of the owners at such meeting. Failure of the Board or manager to enforce any rule or regulation on any occasion or occasions shall not be construed as a change in the rules or as permission to continue or repeat a breach of such rule or regulation. Any loss, costs 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, the owner's family, guests, tenants, servants, agents or occupants of that unit, shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.

1. For the purposes hereof,
  - (a) "common elements" means all of the common elements on the property and includes all of the exclusive use common elements unless otherwise specifically provided herein;
  - (b) "owners" means all of the owners of the units from time to time of the Corporation and shall include any other person occupying the unit with the owner's approval;
  - (c) "property" means all of the units and common elements comprising of the Corporation.
2. Use of the common elements and units shall be subject to rules, which the Board may make to promote the safety, security or 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.
3. Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners, occupants and tenants, their families, guests, visitors, servants or agents.
4. Only domestic pets or animals shall be allowed or kept in or about any unit or the common elements. Without limiting the generality of the foregoing, owners are prohibited from keeping in any unit or in any other part of the property dogs, which are trained as attack or security dogs. Permitted pets or animals shall not be allowed to create a disturbance. Any pets or animals making disturbing noises or behaving objectionably are liable to be removed from the property. Any pet or animal which, in the opinion of the Board constitutes a nuisance, shall not be allowed or kept in or about any unit or the common elements or any part thereof. All permitted pets or animals must be controlled by hand-held leash or caged when on the common elements. No owner shall tie up a pet or animal on the common elements nor leave a pet or animal unattended thereon. Any owner who keeps a pet or animal on property or any part thereof in violation of this rule shall, within two (2) weeks of receipt of a written notice from the Board or the manager requesting the removal of such pet or animal, permanently remove such pet or animal from the property.
5. Pet owners are required to "stoop and scoop". Pet owners should also ensure that the eventual disposal (including disposal of cat litter) is performed in a sanitary manner.
6. Owners shall give the Board prompt written notice of any structural, mechanical or other defect affecting the property as well as of any accident or other defect in the water pipes, heating system, telephone, electric light or other wires.
7. 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 occupant or tenant, and his or her family,

guests, visitors, servants or agents, shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.

8. The water closets 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. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose tenant, family, guests, visitors, servants or agents shall have caused it.
9. No owner shall do, or permit anything to be done in his or her unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building, or on property kept therein; or result in the cancellation or threat of cancellation of any policy of insurance arranged by the Corporation; or obstruct or interfere with the rights of other owners; or do anything which is, on a reasonable standard, bound to annoy them or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
10. Should the occupation or use of a unit result in an increase of premium payable by the Corporation for any policy or policies of insurance, then the owner of such unit shall be liable to the Corporation for the increased premium payable which shall be charged back to the owner as additional contributions towards common expenses and shall be recoverable as such.
11. Water shall not be left running unless in actual use and running water shall not be left unattended. Owners shall take all reasonable measures to conserve water.
12. No owner, occupant or tenant shall create or permit the creation of or continuation of any noise or nuisance which, in the sole discretion of the Board, may or does disturb the comfort or quiet enjoyment of the property by other owners, occupants or tenants, or their families, guests, visitors, servants and persons having business with them.
13. Any repairs to the units or common elements shall be made only during reasonable hours.
14. Owners and occupants shall not overload existing electrical circuits.
15. No owner or occupant shall make any major plumbing, electrical, mechanical, structural, or television cable alteration in or to the unit without the prior consent of the Board.
16. The owner shall not place, leave or permit to be placed or left in or upon the property any debris, refuse or garbage other than on regular garbage pickup times. Such debris, refuse or garbage shall be contained in properly sealed and secured container and placed at the area designated by the Board for the reception of garbage. Such debris, refuse or garbage shall only be placed at the area designated by the Board therefore, after 7:00 p.m. the night before garbage pickup and before 7:00 a.m. the day of garbage pickup.
17. The sidewalks, entries, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for purposes other than for ingress and egress to and from their respective units.
18. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or balcony or on the common elements.
19. No driveway or parking space shall be used for any purpose other than to park one operable passenger motor vehicle that is a private passenger automobile, station wagon, compact van or jeep, or motorcycle, or one light truck weighing less than  $\frac{3}{4}$  tonne.
20. A protective pad must be placed beneath the kickstand of all motorcycles when parked.

21. No repairs, lubrication or oil change shall be made to any motor vehicle on any part of the property except at the interior of the unit owners' garage.
22. No motor vehicle shall be driven on any part of the common elements in excess of the posted speed. Except where otherwise posted, the fixed speed limit for motor vehicles or bicycles on the common elements shall be ten (10) kilometres per hour.
23. No motor vehicle shall be driven on any part of the property other than on the roadway system or driveways.
24. No owner or occupant shall park a motor vehicle on any part of the property and without limiting the generality of the foregoing, a parking space or fire zone.
25. In the event that the Board, for reasons of maintenance or repair, temporarily requires vacant possession of any driveway, parking space or garage, the owner thereof shall ensure that same is vacated for the period as the Board requires in the circumstances. In the event that such owner fails to so vacate the driveway, parking space or garage upon reasonable notice, the Board shall be entitled to remove or have removed any motor vehicle or other obstruction from the driveway, parking space or garage and the cost thereof shall be charged back against such owner as an additional contribution to the common expenses and shall be recoverable as such.
26. No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit or the common elements. Satellite dishes shall be permitted with written approval from the Condominium provided that the satellite dish is professionally installed on the chimney above the roof line, and no larger than 18" diameter.
27. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the common elements including grass, trees, shrubs, hedges, flowers, flower beds, lockstones and curbing.
28. No owner may landscape any part of the common elements without obtaining the prior written consent of the Board.
29. No building, structure, shed or tent shall be erected by an owner on the units or the common elements without the prior written consent of the Board.
30. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the property except where authorized by the Board.
31. No clothesline shall be erected nor shall clothes be allowed to dry outside of a unit or on the common elements.
32. No goods and chattels may be left or stored on the common elements except as specifically authorized by the Declaration, by-laws, and rules and regulations of the Board.
33. Water-cooled central air conditioning units are prohibited. Owners may install any other type of air conditioner provided that the location thereof, the method of such installation and additional materials used therefore shall be subject to the prior written consent of the Board.
34. Owners shall not conduct or permit to be conducted any auctions or yard sales (commonly known as "garage sales") on any part of the property, without the prior written consent of the Board thereto.
35. No stores of coal or any combustible or like offensive goods, provisions or materials shall be kept on the property, other than for use in the fireplace.
36. Owners shall not use flammable fluids to start fires in fireplaces. Flues shall be opened before igniting fires.
37. Embers shall be disposed of only once they are cold and shall be placed in a metal container.

38. All owners of units using fireplaces shall have such fireplace chimneys cleaned annually.
40. Each unit owner shall ensure that the unit is in compliance with all requirements of the Fire Code. Without limiting the generality of the foregoing, each owner shall ensure that the unit contains working smoke detector(s)/smoke alarm(s) as required by the Fire Code. The owner shall indemnify and save harmless the corporation for any costs, damages, claims or expenses incurred by the corporation by reason of his or her failure to satisfy the requirements of this Rule. Where a unit is leased, the owner and the tenant shall bear these responsibilities jointly.
41. Tenancies and Use of Units  
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.

**1. General**

1.1 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. Without limiting the generality of the foregoing, such losses, costs or damages shall include, but shall not necessarily be limited to, the following:

- (a) All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, these rules;
- (b) An administration fee in the amount of \$50.00, to be payable to the Corporation for any breach of these rules that continues after initial notice has been sent, and further administration fees of \$50.00 per month, for each month during which the breach continues.

1.2 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.

1.3 Each of these Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these Rules shall not impair or affect in any manner the validity, enforceability, or effect of the remaining part of that Rule (if appropriate) or of the Rules, and in such event, the other part of the Rule (if appropriate) or the other Rules shall continue in full force and effect as if such invalid Rule or part of a Rule had never been included herein.

1.4 The Corporation shall be entitled to access any unit, pursuant to the access rights set out in the *Condominium Act, 1998* and the Corporation’s Declaration, for the purpose of inspecting the unit to ensure compliance with the Corporation’s rules.

**2. Tenancies & Use of Unit**

2.1 The units shall be used only as private single family residences. Without limiting the generality of this, “private single-family residence” shall specifically prohibit:

- (a) I. hotel or boarding or lodging house use;
  - i. 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;
- (c) Any alteration of the unit designed to permit the use of the unit as a hotel, boarding or lodging house.

2.2 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.

2.3 All tenancies for units shall be in writing.

Note: With reference to sections 2.1 and 2.2 of this rule, every owner is fully entitled to lease his or her residential unit for a single period of less than six months in any particular period of twelve consecutive months. As an example, a retired couple who chose to spend four or five months in the south could lease the unit for the period of their absence. As another example, a businessperson assigned for a three or four month contract to a location outside the city could lease his or her unit during the period of the assignment.

42. Owners or occupants may be allowed to place strictly limited outdoor furniture at the front entrance of their units, subject to the following restrictions:

- a. Owners must obtain permission from the board through the property manager to place any furniture at the front entrance.
- b. Furniture shall consist of a maximum of one bench, two chairs and one small table.
- c. Furniture must be of outdoor quality, able to withstand weather. Items must be clean, and maintained in good condition.
- d. Furniture shall be placed only on patio stones at the front entrance of the unit. Furniture shall not be placed on grass or unpaved common elements. Furniture shall not be placed on common walkways or driveways.

e. Furniture must be of an appropriate size for the front of the unit and must be neutral or natural in colour. Tables must be side tables, no higher than 21 inches. Collapsible or folding chairs are not allowed. One-piece moulded plastic or moulded resin furniture is not allowed.

44.

#### Electric Vehicles

Owners are permitted to charge electric vehicles on the property provided that the following is complied with:

- a) The vehicle is charged at a receptacle for which there is a separate sub-meter to record the electricity consumed at that receptacle;
- b) The owner pays all costs for installation, repair, maintenance of the sub-meter and any required wiring upgrade required.
- c) The owner pays all costs of electricity consumed at the particular receptacle, as recorded by the sub-meter. [The owner will pay such amounts within two weeks of receipt of invoices from the condominium corporation for such electricity costs. If unpaid, such amounts shall be added to the owner's common expenses and shall be collectible as such.]
- d) The owner agrees that there will be a reasonable charge to administer the reading and charge back of the electricity consumption.
- e) The vehicle must be charged at the designated parking bollard.
- f) The owner enters into a signed agreement with the Corporation.
- g) Provide the Corporation with an electrical inspection certificate from a qualified inspector

45. Visitor parking

Owners, residents, tenants, and all people who effectively live at Carleton Condominium Corporation # 408, O/A Castlebrook Village (hereinafter "CCC 408"), shall only park in their own designated parking spaces (such as rented stalls, driveways, or garages). No owner, resident, tenant or other persons residing at CCC 408 shall park in visitor parking, at any time.

Visitor parking is strictly to be utilized by a person or persons who are visiting an owner(s), resident(s), tenant(s) or other occupant(s) of CCC 408, or by a person or persons who are visiting CCC 408 on CCC 408 related business.

Overnight parking by a visitor within a visitor parking stall requires that the visitor register their vehicle with the proper parking authority retained by CCC 408 property management. Overnight parking is limited to a maximum of Three (3) nights within any Seven (7) day period, and Eight (8) nights within any calendar month, per vehicle. Furthermore there shall be a maximum of Two (2) vehicles per unit allowed to be registered in visitor parking at any given time, and the preceding restrictions shall apply. "Overnight" is defined to mean from 02:00 to 06:00 inclusive.

Certain residences with multiple vehicles have been observed rotating resident vehicles in and out of visitor parking on a regular basis. This behaviour is being monitored and will not be permitted.

Violation of the visitor parking rules for CCC 408 may result in fines, removal of the vehicle and / or the banning of vehicle at the parking authority and / or property management's sole discretion, acting reasonably within the parameters described herein.

If an owner, resident, tenant or visitor has special visitor parking requirements, that person(s) may contact the property manager to request special permission to extend the restrictions noted

in this rule. It shall be in the property manager's sole discretion, acting reasonably, whether or not said special permission is granted.

46. Each unit without a garage shall be permitted to install one (1) storage container in the rear exclusive use common element provided the following is complied with:
  - i) Constructed of high density polyethylene plastic (HDPE),
  - ii) Maximum size of 60”w x 48”h x 36”d
  - iii) Colour to be earth tone
  - iv) Must be maintained and cleaned on a regular basis
  - v) To be covered and secured at all times
  - vi) To be placed alongside the fence, within the exclusive use area
  - vii) Must be approved, in writing, in advance, by the Property Manager
  
47. “Each unit owner shall ensure that the unit has a garage door in operational condition and that no objects protrude past the door opening, which may obstruct the closing of the door. The garage door must be fully closed at all times except when in active use. The owner shall indemnify and save harmless the corporation for any costs, damages, claims or expenses incurred by the corporation by reason of his or her failure to satisfy the requirements of this Rule. Where a unit is leased, the owner shall bear these responsibilities.”
  
48. Only bird feeders which are squirrel-proof are permitted to be used to feed birds and or ` animals, provided the following is complied with.
  - i) Each bird feeder installation and location must be acceptable to the Board.
  - ii) If the Board concludes that any bird feeder constitutes a nuisance, the Board may ask that the owner remove the bird feeder from the property, whereupon the owner shall promptly remove the bird feeder from the property.
  - iii) Any bird feeder on the property in contravention of this Rule may be removed by the Board at the risk and expense of the owner of the unit.
  - iv) No feeding of animals is permitted without an approved feeder.