

WESTPARK

100 Grant Carman Drive, Nepean

RESIDENT MANUAL and RULES BOOKLET



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Board of Directors 2012

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1. INTRODUCTION

As a condominium, Westpark is more than an apartment building: it is a residential community. To enjoy the benefits of living in a condominium community, owners and residents should be aware of both their privileges and their responsibilities.

The aim of this Residents' Manual is to provide owners and residents with basic information about the condominium, its facilities and procedures as well as the necessary rules. The manual is organized in three parts:

- a. Part 1 contains general information about Westpark's facilities and procedures including summaries of several rules;
- b. Part 2 comprises the Condominium Corporation's Rules.
- c. Part 3 is a set of Annexes providing examples of the various forms mentioned in the Manual and a number of Policy Statements

Every resident should become familiar with the contents of the Declaration and By-laws. Copies can be obtained for a nominal fee from the Condominium Manager.

2. GOVERNANCE OF THE CONDOMINIUM

GENERAL

In Ontario, all condominiums are subject to the *Condominium Act of Ontario, 1998 (the "Act")*. As at the time of printing of this Manual, the Ontario Government is in the process of reviewing the Act and significant changes are expected to come into effect as of July 1, 2017.

A new related piece of legislation entitled the Condominium Management Services Act ("CMSA") is also being introduced and is largely anticipated to come into effect on March 1, 2017. The new legislation will require that all person providing Condominium Management Services in Ontario be licensed.

The Declaration and By-laws serve to establish the conditions under which the corporation operates. Changes to the Declaration and By-laws can be made only by a vote of the Owners at a duly authorized meeting. Westpark is officially known in the municipal and provincial records as Carleton Condominium Corporation No. 486.

By statute, the Board of Directors is empowered to create Rules and Regulations. Westpark's Rules were updated and revised in 2016. The complete Rules comprise Part 2 of this manual. Should anything in Part 1 appear to conflict with a Rule, the wording of the Rule is the authority. Part 1 of this manual provides summaries of only some of the Rules. Owners and residents are expected to make themselves familiar with all the rules.

The Board from time to time has found it necessary to develop Policy Statements to formalize and document procedures and practices. These also serve to ensure equitable and consistent responses to situations or questions. A number of the Policy Statements which are of direct interest to residents are incorporated into the text of this Manual. A full set of the Policies can be seen in the Condominium Manager's office.

BOARD OF DIRECTORS

Westpark is governed by a Board of Directors (the “Board”) that consists of five members. Members are elected at an Annual General Meeting (“AGM”). Directors need not be an owner of a unit of Carleton Condominium Corporation No. 486, but it is preferable. The Board meets monthly or more often as may be required. The Board may conduct informal, open meetings for owners during the year to address specific issues and reply to questions and comments. Occasionally, committees are organized to provide assistance to the Board. Residents are encouraged to volunteer for these committees.

Carleton Condominium Corporation No. 486 (the “Corporation”) maintains Directors’ and Officers’ liability insurance in case a claim is made against present or past Directors or Officers.

In accordance with the Corporation’s *Complaints Policy*, Residents’ suggestions and/or concerns should be addressed to the Condominium Manager or to the Board of Directors in writing. Please give your name and unit number as we may need to communicate with you.

OUR VOLUNTEERS

Westpark is fortunate in the number of residents who come forward in various volunteer capacities to enhance life within the community. Some of the more notable activities include:

The Swimming Pool

To meet health department regulations the pool must be inspected daily before opening. We are fortunate to have a number of dedicated swimmers who get out of bed early so that the pool can open at 7:30 a.m. every day.

The Library

There is a library of paperback books and some videos in the spa party room area. The library collection is entirely based on contribution from residents and maintained by volunteers.

Resident Social Functions

In past years the residents have gathered at Christmas and mid-summer to meet with their neighbors and celebrate the season. These events are dependent upon volunteers coming forward to organize, do the preparatory work and assist at the function.

The Christmas Decorations

Placed in the lobby and party room each year are another volunteer activity. The volunteers also take them down in January.

Advisory Committees

From time to time the Board asks for volunteers to work with them in an advisory capacity on matters that affect the community. There is currently a group that advises on the grounds and gardening.

MEETINGS

All unit owners are invited to the Annual General Meeting (“AGM”). The purpose of the AGM is to approve the annual financial statements prepared by the auditing firm and elect the Board of Directors. Board members are elected on a rotational basis to provide continuity. The Board encourages all owners to attend and participate in the election. Owners who are unable to attend are encouraged to register their vote by submitting a duly completed proxy.

Notices of the AGM are mailed before the meeting. The President may call special meetings of the Corporation at any time. A meeting may also be called by any two directors, a petition signed by 15 percent of the owners or by any mortgagee holding mortgages of not less than 15 percent of the units. A quorum is achieved at a general meeting if 25 percent of the units are represented in person or by proxy.

FINANCIAL

The Corporation's fiscal year is May 1 to April 30 of the following year. The Condominium Manager and the Board of Directors develop an annual budget. Copies of the budget are made available to owners following Board approval. Owners receive a copy of the audited financial statements before the AGM.

Condominium fees are paid either by depositing with the Corporation a series of twelve postdated cheques (date all cheques for the 1st day of the month) or by direct payment from your bank account through pre-authorized payments. Form “A” – *Pre-authorized Deduction Request* is used for this purpose (see sample in the Annex) The Board may, at its discretion, cover deficits by way of special budgets and/or special assessments. Owners must pay to the Corporation any additional amounts levied by the Board in this respect.

3. COMMUNICATION WITHIN THE CONDOMINIUM

In accordance with the Condominium Act certain documents such as Notice of the Annual General Meeting and the Annual Budget must be mailed to the owners. If owners wish, they elect to receive these documents by e-mail. The form to request e-mail distribution may be obtained from the Condominium Manager. Other less formal material, such as the semi-annual newsletter is distributed to the units. Owner / resident Requests for Service or correspondence for the Board can be placed in the mail slot in the Board Room door.

There are three notice boards in the building. They are located in the mail room and the elevator lobbies on levels P1 and P2. On these you will find current information for

residents from the Board or Condominium Manager, notices of work being done in the building that affects residents, e.g. when windows will be washed and coming events. Residents may also post notices, for example, of items for sale: however, commercial advertising is not allowed. Further details on use of the notice boards can be found in the Rules.

The Westpark maintains a web site, www.westparkccc486.com, where you will find a great deal of information about the condominium. If you are interested in a recent financial statement, a form, a floor plan or even the Resident Manual chances are you will find it on the web site. Suggestions to improve the site are always welcome.

The Condominium Manager is always happy to see you during office hours whether to request a service, report a problem or simply make a suggestion. If you cannot be there during office hours you can leave the appropriate form or a note in the mail slot on the Board Room door. Please leave your name and unit number so that she can follow-up with you.

4. CONDOMINIUM MANAGEMENT AND STAFFING

THE CONDOMINIUM MANAGER

The Condominium Manager (or a condominium management company) is hired by the Board. The Condominium Management firm's function is to administer and oversee the all of day-to-day activities of the Corporation, under the general direction of the Board of Directors. The Condominium Manager is selected, contracted, and supervised by the Board of Directors, and assists the Board in fulfilling its responsibilities to ensure that optimum value-for-money is obtained in the use of the Owners' funds.

In addition to physical site management, the management services include maintaining Carleton Condominium Corporation No. 486's bank accounts, providing payroll services for employees of the Corporation, issuing cheques to suppliers, keeping proper accounts of financial transactions, investment of reserve funds after consultation with the Board of Directors, and rendering monthly financial statements of assets and liabilities as well as income and expenditures.

CCC No. 486 has retained the professional property management services of DES Services Inc. Through this comprehensive management contract, two accredited condominium managers tend to the financial and physical management of the Corporation's assets.

The Condominium Manager holds weekly office hours at Westpark's Board Room on:

Tuesdays: 8:30 a.m. to 11:30 A.m.
Thursdays: 8:30 a.m. to 11:30 A.m.

THE RESIDENT SUPERINTENDENT

The resident Superintendent lives in the building. As such, he may be readily available to assist in building emergencies such as fire alarms. Please remember that a personal emergency is not a building / corporate emergency and respect his right to privacy.

The duties of the Superintendent include routine operation and preventive maintenance of the building and its infrastructure. He also assists the Condominium Manager by dealing with some administrative matters such as booking the party room, arranging a service elevator or reporting parking problems. This type of business should be done during regular business hours, either when he is in the Office (Tuesday and Thursday from 3 p.m. to 4 p.m.) or by phoning the office number: (613) 228-3311. If he is unable to answer the phone, please leave a message and the superintendent will call you back. The Superintendent does not accept registered mail or parcels addressed to residents.

Call the superintendent at (613) 228-3311 to report any of the following:

- Loss or theft of fob;
- Break-ins;
- Accidents and/or injury on common elements;
- A vehicle accident in the garage or on the grounds;
- Any suspicious activity such as a stranger following you into the garage or ringing to obtain access to the building;
- Unusual circumstances (i.e. car door open, garage door propped open);
- If you notice someone loitering in or near the building, the garage entrance or delivering flyers to unit doors;
- If you notice that the garage doors are open or inactive.

If you call the Superintendent outside his working hours, you will be transferred to his voice mail where you may leave a message. He will follow up on this his next working day. If you are reporting a building or Corporation related emergency please call the 24 hour emergency number as explained in the “Emergency Situations” paragraph, 3.c below.

The Board has appointed the Condominium Manager as the liaison between the Superintendent and the owners and residents. Residents have a responsibility to report any defects in common elements to the Condominium Manager at DES Services Inc. – (613) 301-8570 during business hours. For emergencies call (613) 228-3311.

5. INSURANCE AND DAMAGE

The building is insured under a standard all risk condominium building policy on a replacement cost basis. This policy protects unit owners against liability arising out of their interest in the common elements. **THE POLICY DOES NOT PROVIDE LIABILITY COVERAGE FOR INDIVIDUAL UNITS OR INDIVIDUAL ACTIONS EITHER ON OR OFF THE PREMISES.**

Owners (including absentee owners) and residents are responsible for maintaining insurance coverage for their personal property, personal liability, and for any improvements and betterments done to their unit.

The following table illustrates the insurance responsibilities of the Corporation and the Owners/Residents regarding the building, personal liability, personal property and damages to Units.

INSURANCE RESPONSIBILITY	<u>Corporation</u>	<u>Owner/Resident</u>
Building - all risks	x	
Personal Liability		x
Personal Property		x
Damage - common elements	x	
Damages – residents’ own units		
Original finishes	x	
Upgrades to unit		x
Damages - neighboring units		
Original finishes	x	
Upgrades to neighboring unit		x

Under condominium law, even though extensive damage may be caused by one resident's negligence, residents cannot sue for such neglect. Neglect can range from not testing the apartment's smoke detector regularly to letting a pot on the stove burn, causing a fire.

Owners/residents must also ensure that the requirements of their insurance policy on their property are fulfilled while they are absent from the apartment. One such method is to have a competent person check the apartment regularly to make sure that everything is in order. Insurance policies may vary on this requirement and brokers/agents should be contacted for details.

If, in the opinion of the Board, damage to the common elements was caused by negligence, willful disregard or malicious intent of the owner, resident or their guests, the Board will authorize the necessary repairs to the common elements and initiate recovery action from the responsible person or unit owner.

6. EMERGENCIES

EMERGENCY SITUATIONS

The Corporation maintains a 24 hour emergency telephone line to ensure a prompt response to Corporation-related emergencies. To report a Corporation-related emergency dial (613) 228-3311 and the service will forward the information to the on-call staff member. Some examples of Corporation-related emergencies include:

- **Flooding** in your unit or on common elements;
- **Water infiltrating** into your unit from a neighboring unit;
- **Vehicle accident** in the garage, parking lot or Corporation roadways;
- **Injury** sustained on common elements;
- Kitchen or bathroom drains (stack) **backing up** into your unit – producing black tarry discharge;
- **No electricity in your entire unit** but power is on elsewhere in the building;
- **No heat** in your unit;
- You suspect **pipes are frozen** in your unit;
- Blocked **garbage chute**; or
- Accidental **damages** you caused to any common elements

Please do not call the Corporation's emergency line for NON-Corporation-related emergencies such as:

- **Medical** or **personal** emergencies in your unit;
- Toilet or sink plugged, or other **in-unit plumbing** problems;
- **In-unit electrical** problems (other than a full black-out in unit);
- **Lost articles** accidentally thrown down the garbage chute;
- Someone **parked in your parking space**;
- You **cannot start your car**; or,
- **Locker** access

Caution: Please do not call the emergency line for information updates when you hear the fire or elevator alarm sounding or the electricity is out in the entire building. This only hinders the staff members who are doing their best to resolve the situation.

If you are in doubt whether an issue is a Corporation related matter, please feel free to contact the Management Office Monday to Friday between 8:00 a.m. and 4:00 p.m.

7. SECURITY

Building security can be achieved only with the cooperation and effort of each resident. All residents share joint responsibility for the areas outside their units. Please FOLLOW THE RULES: they apply to both residents and visitors. Some tips and guidelines include:

BE OBSERVANT. Owners and Residents should report any suspicious people and/or activity to the Superintendent and to the Police;

BE NEIGHBOURLY. Get to know your neighbors;

BE FIRM. Do not admit people you do not know to the building without first satisfying yourself that they are residents or legitimate visitors. Conversely, if a resident does not let you into the building or garage, do not feel slighted. That resident is simply following proper security procedures;

BE CAREFUL. Safeguard your fob and keys and do not identify them as belonging to a unit in Westpark. Do not leave them in your car;

REPORT TO POLICE OR FIRE DEPARTMENT. Immediately notify the Ottawa Police Service of any theft, assault, known or apparent trespass or suspicious activity. Immediately notify the Ottawa Fire Department of a fire or related emergency. For emergency assistance involving police, fire or ambulance, please call 911.

Under no circumstances are building access or common element keys to be made available to anyone other than an owner or occupant, or persons designated by the Board. No duplication of common element keys is permitted except with the authorization of the Board. The names of persons authorized to have keys is to be furnished to the Board at all times.

Visitor may not use or have access to the common elements recreational facilities unless accompanied by an owner or occupant.

8. FIRE SAFETY AND EVACUATION

IF A FIRE OCCURS IN YOUR APARTMENT

- Do not attempt to extinguish a fire unless you can do so without endangering your life or anyone else's. Use only a fire extinguisher. Never pour water on electrical, oil or grease fires. Leave the area of danger, closing all doors.
- Sound the fire alarm in the hallway.
- Use a safe stairwell. Do not use the elevator.
- From a safe area call 911 for Fire Department assistance. Clearly describe the situation when asked to confirm address, unit number and type of fire. Do not assume another resident has contacted the Fire Department.
- Residents shall assemble outside the building. The lobby must be kept clear for use by fire officials.
- Do not return to the building or your unit until a Fire Department official has declared it safe.

WHEN YOU HEAR AN ALARM

- Turn off all appliances.
- Feel the apartment door before opening. If it is warm remain in your unit.
- Seal opening around the door to prevent smoke from entering the unit.
- Open a window for ventilation and signal for help.
- Do not panic or jump.

BUILDING FIRE PROTECTION EQUIPMENT

Each residential floor has 3 water hoses and 2 pull stations to sound an alarm. All residents should familiarize themselves with the location of these stations. Fire extinguishers can be found in the hose cabinets.

Both basement levels are equipped with water hoses, an automatic water sprinkler system activated by heat sensors and manual fire alarms.

EMERGENCY STAIRWELLS

Note the location of all exits on your floor. Each floor has two stairwells with "EXIT" signs. These doors should always be closed to prevent air currents in the stairwells. Air currents could cause the stairwells to fill with smoke or flames during a fire.

DURING A FIRE EMERGENCY THE SUPERINTENDENT:

The Superintendent will help the Fire Department as required by guiding the fire officials to the fire panel, sprinkler room, elevator controls and other control areas.

The Fire Department official will tell the Superintendent when to turn off the alarm system. When turning the system off, the Superintendent must ensure that it is prepared properly for another emergency.

Please do not contact the Superintendent by phone to report ringing fire bells during a fire or evacuation emergency. The bells may only be silenced upon authorization of the Fire Department.

CAUTION:

Residents must be aware of the following list of fire hazards to ensure fire safety in Westpark:

- Do not put burning materials, such as cigarettes and ashes in the garbage chute.
- Do not dispose of flammable liquids or aerosol cans in the garbage chutes.
- Storage of flammable liquids such as propane cylinders, gasoline tanks, turpentine, kerosene, etc. in the unit, locker or on the balcony is strictly prohibited. Check with the Condominium Manager or Fire Department for safe disposal of such items.
- Avoid unsafe cooking practices (e.g. deep fat frying, using high heat or leaving a stove unattended).
- Check to make sure all small appliances and electrical equipment are in good working order.
- Do not use frayed extension cords, overload electrical outlets or use lamp wire for permanent wiring.
- Never leave small electrical appliances (i.e. curling irons, pressing irons etc.,) plugged in except when in use.
- For the safety of all occupants, use care when smoking. Use ashtrays, dispose of lit cigarettes, cigars etc., properly and NEVER smoke in bed.
- Residents should use only artificial Christmas trees. Take special precautions to avoid fires or accidents with Christmas tree lights or decorations. The lights should not be left on when no one is present.

- Keep all exits free from obstructions.
- Keep exit doors closed at all times. Stairwells are marked according to Ottawa Fire Department guidelines.
- Any safety violation should be reported to the Superintendent immediately.

NO SMOKING IN COMMON AREAS

9. YOUR UNIT

GENERAL

When living in a close community like a condominium, rules have a purpose and are necessary. They ensure the safety of residents and visitors, they protect your private property and owners' investment, and they provide for all residents to equally enjoy the benefits of condominium living. The rules are not meant to be overbearing or draconian: however, because they attempt to cover all situations and are legally enforceable they must be detailed and written in a legal style. Some of the more pertinent rules are paraphrased below. Again, it is emphasized that residents should become familiar with all the rules.

The Corporation is required to maintain a register of the owners with their contact information. An Owner Registration Form (see Annex B) for each unit is kept in the Management Office. This form also registers any occupants that might need assistance in case of a fire. It is important that owners keep this information current. Please report any changes promptly.

A current Absentee Information Sheet (see Annex Form C) must be on file at all times in the Condominium Manager's Office. The name of a person and means of contact are needed should any personal emergency occur or if property damage happens during your absence. Be sure to keep the information up to date and advise the Superintendent of all absences from your unit for more than 3 days.

Each unit owner/resident must supply to the Superintendent a copy of the key(s) to his/her unit. If a fire, flood or medical emergency (e.g. disabled resident unable to open door) should occur, and the Superintendent does not have a key, it will be necessary for the Fire Department or other Rescue Team to break down the door and the Owner will be responsible for repairing all damages.

No dogs, except guide dogs, are allowed or may be kept in any unit or the common elements. No other animal or pet, which, in the opinion of the Board, constitutes a nuisance, shall be kept in any unit or the common elements.

No signs or advertising may be placed on any part of the inside or outside of the buildings or common elements unless authorized by the Board. There are several bulletin boards in the building for notices to and by residents.

Keep the volume of radios, TVs, musical instruments, etc at a level to that does not disturb other residents. (This is also enforced by a City of Ottawa by-law). Residents or their guests are not permitted to create excessive noise which disturbs the quiet enjoyment of condominium life for others.

Do not block the hallways, stairwells, sidewalks, or driveways. This is for everyone's safety and avoids inconvenience to your neighbors.

No personal property may be left or stored in or on the common elements unless specifically authorized by the Declaration, By-laws and Rules or the Board.

Do not damage, alter or destroy any part of the common elements including the landscaping work, trees and plants.

Do not litter inside or outside the building. Good housekeeping and tidy grounds are the responsibility of all residents. If you see litter (plastic bags, papers, etc...) during your walks around Westpark, be a good citizen - pick it up and put it in its proper home.

If an owner, resident or their guests causes damage or breaks the rules such that the Corporation suffers a loss, the owner will bear the cost. The Board can recover these losses against the owner in the same manner as common expenses.

WITHIN YOUR UNIT

While owners are welcome to upgrade or renovate their unit, they should review the applicable rules as a first step when planning any alteration. In general, no owner or occupant is allowed to make any major plumbing, electrical, mechanical, and structural or television cable alteration to their unit, without the prior consent of the Board. To assist planning, the Condominium Manager can provide a copy of the Renovation / Restoration Guidelines.

In each suite's laundry room the air conditioning system has an air filter and an in-line coolant filter which must be checked annually, cleaned and replaced as necessary. **Please ensure you hire a qualified and insured contractor to do this work.**

Each unit is equipped with a smoke detector. It is the duty of each owner or resident to ensure that his/her unit meets all the requirements of the Fire Code. This means that the owner/resident maintains the smoke detector in good working order. It should be tested by the resident once a month. If a unit is leased, the owner and tenant share these responsibilities.

Some do's and do nots (mostly the do nots). Please if you are in doubt, read the rules.

- Do not fit external shades, screens or awnings over the windows or outside the balconies without prior approval of the Board.
- Do not throw anything off the balcony or out of the windows or doors of the building. Do not throw cigarette butts from the balcony

- Permanent floor coverings are not to be placed on balcony floors. Rubber backed tiles are not permitted as a temporary covering on balcony floors.
- Do not feed pigeons and squirrels from the balconies or windows.
- Do not cook on the balcony (e.g. no barbecues).
- Do not shake mops, dusters, rugs or bedding from the balconies or windows.
- Do not hang or dry clothes on the balcony.
- Only seasonal furniture is allowed on the balcony.
- Do not use the balcony to store or park bicycles or other items. However, seasonal furniture may be stored over the winter provided it is firmly secured.
- Do not install satellite dishes, television aerials, or similar structures to any unit or other part of the building.

LETTING YOUR VISITORS IN

The building is equipped with an *Enterphone System* which allows your visitors to call your unit from the lobby and for you to open the front door from your unit. When you receive a call from the lobby your phone will ring with a distinctive sound – two quick rings. Just answer the phone normally and speak to your visitor. To allow entry, press 6 and hang up the phone. The entrance door will automatically unlock and you visitor may enter. To refuse entry, simply hang up the phone.

Further details of the *Enterphone system* and how to manage if you are on the phone when a visitor calls are found at Annex J.

AIR CIRCULATION SYSTEMS

There are two air circulation systems within the Westpark building.

- A - Pressurized Building Air System
- B - "In Suite" Air System

A - Pressurized Air System

This system consists of three Heating/Air Treatment Units located on the roof of the building. Outside air is drawn into each of these units. It is filtered, then heated or cooled (depending upon the season), and forced throughout the building. Vents are situated at ceiling level beside the doors to the stairways at the north and south corridors; over the doors to each refuse room beside the elevators on each floor, and the Leisure and Fitness Spa area at the end of the south corridor on the first floor.

The pressure treated air is also forced into each suite through the 1/4" opening around the perimeter of the suite entry door. This was incorporated into the overall design to minimize the escape of suite odors (cooking, tobacco or other scents). This is standard in most well designed buildings. This pressurized air also provides 3-4 changes per hour of fresh air in each suite. The pressure of the incoming air continuously expels the in-suite stale air out through the kitchen and bathroom exhaust vents. For this reason, residents should not install an insulation seal around the entry door frame as it will impede air flow into the suite and defeat fresh air exchanges. Also, residents must not open a window or patio door while leaving the suite entry door ajar to air out their suite. This act reduces the overall efficiency

of the entire process and causes the air system to work harder, which is an additional expense. Residents wanting to air out their suite must leave their entry door closed when opening windows or patio doors.

B - "In Suite" System

1. *Cooling Season*

The operation of the fan in your air conditioning unit is controlled by the room thermostat when set in the "Cool" position. Set the thermostat to a temperature that you find suitable.

2. *Heating Season*

A manually controlled Fan/Coil speed selector switch is located on the wall of the suite laundry room. By switching this ON a uniform temperature will be achieved at all levels in all of the rooms, (room doors open). With this selector switch set at the mid-position there will be adequate circulation of air within the suite.

If this switch is turned OFF, the air in all of the rooms will become stratified, i.e., the warm air will collect above the level of the thermostat and the air below will be cooler. During the colder days of winter, some residents will raise their thermostat setting to compensate. This will result in increased heating costs. Operating the selector switch may well solve the need for more heat.

AS WITH MOST CONTINUOUSLY OPERATING DEVICES, YOUR BOARD OF DIRECTORS RECOMMENDS THAT THE AIR CIRCULATION FAN BE INSPECTED AND LUBRICATED ANNUALLY.

10. RENTAL OF UNITS

Owners who rent their units must notify the Board of the tenant's name, including names of other persons living in the unit, and provide details of the rental agreement to the Condominium Manager. Please note that the Rules do not allow a rental or lease term of less than one year. In addition, owners must have their tenants sign an agreement to abide by the By-laws, Rules and Regulations governing the Corporation. Form D "Summary of Lease" and Form E "Tenant's Undertaking and Acknowledgment" are used for these purposes (see Annex).

Finally, owners should give the Condominium Manager his or her mailing address so official Westpark documents (notice of meetings etc.) can be sent to them.

Tenants are not liable for the payment of common expenses unless notified by the Corporation that the owner is in default of payment for them. In this case, the tenant must deduct, from the rent payable to the owner, the owner's share of common expenses and will pay these to the Corporation.

11. MOVING AND DELIVERIES

Reservations for the use of the service elevator must be made with the Superintendent 30 days, if possible, before moving in or out of the building. To reserve the elevator for other purposes, reasonable notice must be given to the Superintendent.

Normal hours for moving are from 9:00 a.m. to 5:00 p.m., Monday through Friday and from 8:00 a.m. to 12:00 noon on Saturdays. **NO MOVES ARE PERMITTED ON SUNDAYS OR STATUTORY HOLIDAYS.**

The Superintendent will be present at the start and finish of moves to inspect the common elements for possible damage.

All moves must be through the rear garage entrance. Moving trucks are not allowed on the garage ramp, or to block it.

During moves, objects of any kind are not to be placed against Condominium mirrors or brass finishes.

The Condominium Manager and the Superintendent are to ensure that persons moving in or out of Westpark are aware of these instructions and intercept and redirect persons who disregard them.

Deliveries of furniture, appliances, rugs and similar large items must be made through the PI Level Garage back door. This applies to tradesmen such as painters, carpenters etc., who bring equipment and supplies with them. **THE LOBBY ENTRANCE MUST NOT BE USED FOR THE THESE PURPOSES.**

Residents must make arrangements to meet trades or delivery persons at the PI garage back door and reserve the elevator time, as needed, through the Superintendent to transfer the goods to their apartment level.

12. COMMON ELEMENT AREAS

For your information, the wording of the current Westpark Hallway temperature set point Policy is;

Policy 24 – Hallway Temperature Set Points

The Board of Directors of CCC No 486 is committed to realizing energy savings by ensuring that the Corporation's common element hallways are comfortably maintained within acceptable temperature levels. In this respect the Board has approved the following Hallway Temperature Set Point Policy:

During the heating season, hallways set points are to be maintained as close as possible to 20° C (68° F).

During the cooling season, hallways set points are to be maintained as close to possible to 25° C (76° F).

It is understood that some fluctuation in hallway temperatures can be expected from time to time, as external sensors adjust for changing weather conditions. It is also understood that there will at times be variations in temperatures throughout the building because of air pressure differentials and warm air movement patterns. However every effort will be made to adhere to the set point policy.

13. GARBAGE AND RECYCLING

For the convenience of residents there is a garbage chute near the elevators on each floor. Garbage placed in the chute must be packaged or bagged and tied shut to prevent mess, odours and disintegration. No burning materials such as cigarette butts or combustible materials shall be placed in garbage cans and/or put down the chute. Larger bags of garbage or bulky items too big for the chute may be left outside the garbage room on level P1.

Never force large or irregular sized items in the garbage chutes. Instead we suggest the following:

- a) boxes - dismantle or crush and place in the recycle bin on PI level;
- b) coat hangers - recycle by taking extra hangers to the Dry Cleaners; and
- c) newspapers, cans and bottles - put in the appropriate recycling bins on PI Level

Disposing of glass down the chute creates a serious hazard for those working around the garbage compactor. If glass items are not suitable for recycling they may be placed outside the garbage room on level P1 for disposal. Glass items left there should be packaged and marked to avoid creating a hazard for others.

Containers for papers and other recyclable material are available near the rear door on level P1. These materials should not be placed in the Garbage chute.

Residents are responsible for the disposal of large bulky or heavy items. Similarly the disposal of restricted items such as appliances, televisions, contaminated waste products etc. is a resident's responsibility. If such items are left in the common elements, the cost of their disposal will be charged to the unit.

14. PARKING

PARKING GARAGE

Each unit has a designated parking space and the following procedures and regulations govern the use of resident parking spaces.

Residents' vehicles must be parked only in their assigned space and must be identified by the Westpark sticker (available from the superintendent) affixed to the bottom left corner of the rear window.

Only the resident passenger automobile, which may be a wagon or truck-type vehicle less than six feet high and not more than a normal car length is allowed to park in the garage.

Motorcycles are permitted only if they are parked in the owner's designated parking space and do not extend into the driving or fire lane or create a nuisance or hazard to other residents.

The designated user of a parking space is required to keep the space clean and free of materials or any condition likely to cause nuisance, hazard or fire liability. A small grocery cart may be left in a resident's parking space. The storage of any other personal property in a parking space is prohibited.

Vehicles in violation of the rules may be ticketed or towed, as enforced by the City of Ottawa Parking Control, at the owner's risk and expense. If you find another vehicle in your parking space and do not recognize the vehicle, ask the Superintendent to call the City of Ottawa Parking Control.

Vehicle owners should check that their vehicles are not dripping oil or gas. Inform the Superintendent or Condominium Manager of any leaks or spills so that proper cleaning is done to prevent damage to the waterproof garage floor surface.

Servicing or repairing vehicles in the garage is not permitted for fire, security and cleanliness reasons. Exceptions are changing tires, minor repairs for the purpose of starting a stalled vehicle.

A secure room is available in the garage for the storage of residents' bicycles. Bicycles are not to be stored elsewhere in the garage. Bicycles may also be stored in unit lockers.

No car washing is permitted except in the area specifically designated for that purpose. A car wash bay is available on level P2. It is for the use of residents and their vehicles only.

Always lock your car securely when parked in the garage. Do not leave keys, fobs, or other valuables in the vehicle.

GARAGE TRAFFIC

The speed limit in the garage is 10 kilometers per hour. Residents are requested to observe this limit and extend the right-of-way to other moving vehicles and pedestrians in the garage. Please note that vehicles exiting the garage on the P1 level have the right of way.

Vehicle headlights should be on at all times when driving in the garage. This ensures that your car can be seen, especially on ramps or blind corners.

Motorists should drive with caution as pedestrians, bicyclists and service persons are frequently in the garage.

On entering the garage, use your fob at all times even if the door is open. **DO NOT TAILGATE THE VEHICLE AHEAD OF YOU.**

STOP after entering or leaving the garage to ensure that the door closes behind you and that suspicious appearing persons do not enter. If the door does not close or you suspect unauthorized entry, drive on and notify the Superintendent immediately.

If the garage door is in the process of opening or closing when you reach the point of entry/exit, let the door complete its cycle BEFORE using your fob. This will prevent damage to the door mechanism.

VISITORS' PARKING

Only automobiles, motorcycles and other motorized passenger vehicles of visitors to Westpark are authorized to park in the designated visitors' parking area at the front of the building.

Residents of Westpark are permitted to use the visitors' parking area for short periods only. Vehicles must park only in the spaces marked for parking and should not occupy more than one space. During the winter, the snow clearing contractor works during the night and early morning whenever possible. To ensure effective snow clearing and to avoid accidents, residents should not leave cars in the parking lot overnight.

Visitors' vehicles are not permitted to park more than two nights without an authorized parking permit. Residents can obtain the permit from the Superintendent. Display the permit in the vehicle's front window.

LEASING OF PARKING SPACES

A parking space assigned to one unit owner may be leased by that owner ONLY to another resident. Form "F" - *Parking Tenancy Agreement* (see Annex) should be completed to give the Condominium Manager the name, unit number, make of vehicle and license number of the owner renting the space.

The Corporation owns a number of parking spaces. If one is available and you wish to rent it, you must complete Form "G" - *Interior Parking Lease Agreement* (see Annex)

NORTH PARKING LOT

Residents' vehicles may be parked in the north parking area for short periods only, but NEVER in an assigned spot (marked "R") or overnight. Rentals for longer periods may be arranged through the Condominium Manager. Form "H" - *Exterior Parking Lease Agreement* is used for this purpose. (See Annex)

15. LEISURE AND FITNESS SPA

LEISURE AND FITNESS

The leisure and fitness spa comprises the exercise room, a multipurpose room, indoor swimming pool, whirlpool, sauna, showers and change rooms.

Residents and guests shall wear proper attire while using the leisure and fitness spa. A robe must be worn over swimwear when going to and from the facilities. Shoes must be worn in all areas except the swimming pool, whirlpool and sauna areas, where beach sandals may be worn. A maximum of one guest per unit may attend the recreation facilities, providing the guest is accompanied at all times by a responsible adult resident.

Use of the leisure and fitness spa is at the user's risk.

Occasional guests are welcome at Westpark. Remember that they must be accompanied by a resident at all times. A maximum of 2 guests per unit are allowed in the pool area. Children under the age of thirteen (13) years must be accompanied by a resident adult at all times and must not be left unattended. Entry of non-toilet trained children in the swimming pool and whirlpool is forbidden.

The Board has the right, in its absolute discretion, to withhold from any resident the right to use the leisure and fitness spa as a result of any breach or breaches of any rules or misuse of these facilities.

Reminders - SWIMMING POOL, WHIRLPOOL AND SAUNA

- A cleansing shower must be taken before entering or re-entering the swimming pool and/or whirlpool.
- Bath oil, shampoo, soap or other polluting substance is NOT permitted in the pool, whirlpool and sauna.
- Scuba tanks, floats, water toys, balls etc. are not permitted.
- There shall be no boisterous play, running or pushing. Diving is not permitted.
- Furniture shall not be taken to or from the swimming pool area.
- No food or drink or alcohol is permitted in these areas.
- Persons suffering from heart problems, diabetes, high or low blood pressure should not enter the whirlpool without permission from their doctor.
- No person infected with a communicable disease or having open sores on his/her body shall enter the pool or whirlpool.
- Shower water and lights must be turned off after use. It is recommended that the whirlpool and sauna switches be set ONLY for the time you intend to use it.
- The swimming and whirlpool areas are protected by closed circuit security surveillance cameras.

16. PARTY ROOM

The party room is the central meeting place for the Westpark community and it is the hub of its social activities. When not booked for a function the party room is accessible to any and all residents during its posted hours (8:00 a.m. To 11:00 p.m.). The party room can be booked for the following purposes, in order of priority:

- a) Corporation events (Board Meetings, resident information meetings, etc.);
- b) Private functions booked by residents for family occasions;
- c) Social events open to all residents (coffee functions, residents' clubs, etc.)

The Residents do hold a number of priority c. recurring social events. A list of these is posted in the Party Room kitchen and on the Mail Room bulletin board.

To use the party room for a private function, a resident or owner must make the reservation with the Superintendent at least seven days in advance. A *Party Room Licensing Agreement Form* (see Annex) shall be entered into between the licensee and the Corporation (the Licensor). A security deposit is set by the Board of Directors from time to time and is currently set at \$100.

The party room and adjacent common elements will be inspected by the Superintendent immediately prior to the use of the party room and after use has been terminated. Any damage noted during the re-inspection shall be the responsibility of the Licensee. Providing there is no damage and the room has been cleaned by the Licensee, the deposit will be returned. Alternately, the Licensee may opt to have building staff clean the facilities for a \$50.00 fee, provided prior arrangements are made with staff.

Should there be damage and the cost of repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of the security deposit shall be assessed against the unit owner or occupied by the Licensee and may be recovered in the same manner as common expenses.

For your reference, the following is the wording of the current Westpark Party Room Booking Policy:

Policy 23 – Party Room Booking Policy

This policy serves to formalize and document procedures relating to the Westpark Party Room.

General Information:

- ✓ *The party room is available for use by all Residents of the building.*
- ✓ *The party room is the central meeting place for the Westpark community and is the hub of its social activities.*
- ✓ *The party room can be booked by Residents for the following purposes, in order of priority:*
 - i. *Corporation events (AGM, Board meetings, etc.);*
 - ii. *Private functions booked by residents for family occasions;*
 - iii. *Social events open to all residents (coffee functions, special dinners, resident's clubs);*
- ✓ *Outside of these functions, the room is accessible to any and all Residents during its posted hours (8:00 a.m. to 11:00 p.m.).*
- ✓ *Religious services, meetings for commercial and quasi-commercial organizations, such as for example: Weight Watchers meetings, Tupperware parties, Toastmasters meetings are not*

permitted. The Board of Directors reserves the right to make the final decision in its sole discretion as to whether or not an activity is deemed to be acceptable.

Booking and Use Guidelines:

- 1) *Seven (7) days' notice is required in order to book the Party Room.*
- 2) *The Party Room may be reserved by an individual for a private function by completing a Party Room Reservation Form, indicating the type of function, dates and a contact person.*
- 3) *The Party Room may be reserved by the Corporation or social groups by completing a Party Room Reservation Form indicating the type of function, dates and a contact person.*
- 4) *A booking will be accepted only upon receipt of the Reservation Form and/or cheque, where a cheque is required.*
- 5) *The Party Room Reservation Form must be accompanied by a cheque of \$100 as a cleaning/damage deposit. Deposit cheques are not required for Corporation events or social events open to all Residents.*
- 6) *A list of recurring social events shall be posted in the Mail Room bulletin Board, in the kitchen as well as on the Westpark Website.*
- 7) *The Party Room is a common element and is part of each Resident's home at Westpark. Individuals and groups booking the room are expected to leave the room in the same condition in which they found it. This responsibility lies with the person booking the room.*
- 8) *If an event results in damage to the party room, or if the room is not properly cleaned following an event the following will take place:*
 - ✓ *the resident who booked the room will be given the opportunity to be present for a post-inspection of the party room, kitchen and washrooms with the Superintendent;*
 - ✓ *any damages or cleanliness problems are to be noted on the Individual Party Room Reservation Form and the form will be signed by the owner and Superintendent;*
 - ✓ *the Superintendent will forward the form and appropriate deposit cheque(s) to the Condominium Manager for consideration by the Board of Directors;*
- 9) *The booking of the Party Room authorizes the Corporation to deduct from the security deposit lodged with it the cost of any repairs. If the cost of such repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of the security deposit shall be assessed against the unit owned or occupied by the individual and may be recovered in the same manner as common expenses.*
- 10) *The Board of Directors delegates authority to resolve any issues, disputes, questions or concerns regarding the party room to the Superintendent.*
- 11) *All events in the party room are subject to the prior approval by the Corporation's Board of Directors.*

17. WORKSHOP

The workshop which is located off the southeast corridor on level P1 is available for all residents. The room is equipped with a workbench and users must provide their own tools. The room is to be used for recreational or hobby purposes only.

Users should be considerate of other residents in sharing the Workshop. It must be cleaned after each use and all garbage and debris removed.

In spite of the basement location, noise reverberates throughout the building. Please take measures to diminish noise and reverberation when working for an extended period.

Residents may leave tools and materials in the Workshop for an ongoing project. Therefore, it is advisable to label work-in-progress with your name and unit number so that you can be notified if it is necessary to remove the item. For intermittent or inactive projects, please

remove your tools and materials to allow other residents to use the space. Westpark is not responsible for damage or theft of tools and items left in the Workshop.

18. CALENDAR OF EVENTS AND ACTIVITIES

To assist owners and residents in planning the following is a list of commonly recurring events and activities at the Westpark. Further details will be found on the notice board as the event approaches.

- April 15 – Cooling season begins and the chillers are switched on.
- Late April – Garage floors are washed. See notice boards when cars must be moved out
- Early May – Windows washed. Residents must remove screens.
- July – Test of in-unit smoke detectors. The contractor requires access to units.
- July – Summer social. Depends on volunteers coming forward to organize.
- October- Annual General Meeting of the Corporation.
- Mid October – Cooling season ends. Hall heaters turned on.
- December – Resident Christmas party. Depends on volunteers coming forward to organize.
- Monthly – Test of building fire alarms, second Thursday each month.
- Spring and Fall – a dumpster is arranged for the disposal of bulky items. See the notice board for details.

As at Feb 23, 2017 the current recurring Party Room Bookings by Group is as follows:

<u>Group Event</u>	<u>Time</u>	<u>Coordinator</u>
Canasta	Monday: 6:30 – 9:30pm	Gail Wentzloff
Bridge	Tuesday: 6:30 – 9:30pm	Shirley Hynes
Line Dancing	Tuesday: 1:30 – 2:30pm	Carole walker
Crafts	Wednesday: 1:00 – 4:00pm	Colleen Woodcock
Bridge	Wednesday: 6:30 – 9:30pm	Maureen Lynch
Euchre	Thursday: 6:30 – 9:30pm	Eva Sparling
Arts	Thursday: 2:00 – 4:00pm	Heidy Chisholm

Special Note: The Pool Area is reserved for all Residents interested in Aqua Fit on **Tuesdays & Thursdays from 9:45am to 10:30am.**

PART 2 - THE RULES - Revised as at DEC 10, 2016

GENERAL

- 1.1 Use of the common elements and units shall be subject to the 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.
- 1.2 Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners and occupants, their families, guests, visitors, servants or agents.
- 1.3 No owner shall do anything or permit anything to be done that is contrary to any statute or municipal by-law or any rules, regulations or ordinances passed under any statute or municipal by-law.

2. SECURITY

- 2.1 Owners are required to register in writing with the Condominium Manager emergency contact information to facilitate minimizing any potential damage and inconvenience to all owners in the event of an emergency.
- 2.2 No duplication of common element keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.
- 2.3 Under no circumstances shall building-access, common element entrance keys, FOBS, passes or codes be made available to anyone other than the: corporation's employees, staff, and agents, the owners, and registered tenants. No visitor may use or have access to the common elements and facilities unless accompanied by an owner or the unit's registered tenant at all times.
- 2.4 Building access doors shall not be left unlocked or wedged open for any reason, except as provided for under the moving rule provided for hereinafter.
- 2.5 No owner or registered tenant shall place or cause to be placed on the access doors to any unit, additional, alternate or retooled locks, without the prior written approval of the Board, and a copy of each lock key must be delivered to the building superintendent.
- 2.6 Effective immediately and on a going forward basis, the Corporation shall issue, upon request a maximum of:
 - 2.6 (a) 1 (one) FOB per permanent adult resident per unit;
 - 2.6 (b) 1 (one) REMOTE per permanent adult resident per unit;
 - 2.6 (c) 2 (two) FOBs per unit to provide emergency access FOBs for next of kin;
 - 2.6 (d) 1 (one) FOB for Non-Resident Owners;
- 2.7 The following conditions shall apply to FOBs and REMOTES issued by the Corporation:
 - 2.7 (a) All FOBs and REMOTES assigned to a unit shall be deactivated when an Owner's or Tenant's residency at Westpark is terminated;
 - 2.7 (b) FOBs used for emergency access by next of kin shall be programmed for front door use only;

- 2.7 (c) FOBs issued to Non-Resident Owners shall be programmed for front door use only;
- 2.7 (d) Non-Resident Owners may not be issued REMOTES;
- 2.7 (e) FOBs and REMOTES are subject to a non-refundable fee, as set by the Board from time to time – see Form A-7 – Fee Schedule for current fees;
- 2.8 Owners and Residents are responsible for the care and control of each FOB and/or REMOTE which has been assigned to their unit. FOBs and REMOTES may not be left unattended or stored in a vehicle at any time. FOBs and REMOTES must remain in the personal possession and under the control of the Owner or Resident at all times. Lost or stolen FOBs and REMOTES must be reported to the Superintendent promptly, so that they may be de-activated to prevent unauthorized access.
- 2.9 A Resident Owner, may upon written request to the Board of Directors, request additional FOBs. A request for additional FOBs must be accompanied by the name of the person to whom the FOB shall be given and a reason why the additional FOB is required. The Board of Directors shall consider such written requests and shall, at its own discretion, have the right to approve or reject such request.

3. SAFETY

- 3.1 Owners and registered tenants who will be absent from their dwelling units for more than three (3) days are to advise the superintendent in writing of their period of absence and to give the name, address and telephone number of a contact person during their absence or the names of persons who will be responsible for the unit during the owner's absence.
- 3.2 Owners and registered tenants who will be absent from their dwelling units for more than seven (7) days are required to make arrangements for someone to attend their unit on a weekly basis for the purpose of inspecting the unit and reporting any deficiencies with common element systems to the Superintendent.
- 3.3 No owners shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building, or property kept therein, or obstruct or interfere with the rights of other owners, or in any 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 conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- 3.4 As required by the Fire Code, each unit in Condominium 486 is equipped with a smoke and a heat detector plus a fire alarm system throughout the common areas, which is tested on a regular basis. The Condominium arranges a test of the heat detectors in all apartment units once a year and owners shall be solely responsible to test their unit smoke detectors and ensure they are fully operational monthly. Where a unit is leased, the owner and tenant shall bear these responsibilities jointly.
- 3.5 It is the duty of each unit owner to ensure that his/her unit is in compliance with all the requirements of the Fire Code. The Owner of each apartment shall therefore indemnify and safe harmless the Corporation from any costs, damages, claims or expenses incurred by the Corporation by reason of his or her failure to satisfy the requirements of

this Rule.

- 3.6 All fire doors to stairwells and hallways on all floors and the garbage room door, the basement doors and the garage doors shall be closed and securely fastened when not in use for immediate entry or exit purposes.
- 3.7 Hazardous, toxic, poisonous, combustible or flammable materials, chemicals or products shall not be put into the garbage chute or stored on or about any common element, including any exclusive use common elements, areas at anytime under any circumstances.
- 3.8 Any renovations, installations, modification or repairs hereinafter "property work" at the property shall be made, only during reasonable hours. Renovations causing excessive noise, vibrations or fumes shall be limited to the hours of 8:00 a.m. to 5:00 p.m. from Monday to Friday and 9:00 a.m. to 4:00 p.m. on Saturdays. No property work shall be permitted on Sundays and Statutory holidays.
- 3.9 No property work shall be carried out to any plumbing, electrical or mechanical fixtures unless they are performed by a fully licensed, insured and qualified trades person who has been preapproved by the Condominium Manager for the specific task to be performed. The Corporation retains the right to require proof of insurance prior to approving any work to plumbing, electrical or mechanical fixtures.
- 3.10 Where work is conducted to in-unit electrical systems, the unit owner shall be required to present the proper Electrical Safety Authority (ESA) Inspection Certificate.
- 3.11 Owner shall give the Board of Directors prompt written notice of any structural, mechanical, HVAC, security systems, plumbing, electrical irregularity and any other defect or potential defect affecting the property and of any accident or damage on or in relation to the property.
- 3.12 No auction, sale or commercial business shall be carried on or operated at the property, without prior written approval from the Board.
- 3.13 The cost of repairing any damage or alteration to any part of the building resulting from the use, misuse or negligent use by an owner of any electrical, plumbing, HVAC, security systems, mechanical equipment or fixture, or service equipment in or on the property shall be borne by such owner.
- 3.14 If damage to any owner's property is caused or arising from the responsibility of another owner results in a claim against the Corporation or its insurers, the owner causing or responsible for the damage will be responsible for the deductible portion of that claim and increase in premiums, if any, arising from any such claim(s).
- 3.15 Owners must not create or cause any alterations to the property which could interfere with the electrical, mechanical, plumbing, HVAC, security systems or telecommunication services, including without limitation: telephone, internet, cellular and cable TV in any other units or the common elements.
- 3.16 No owner shall make any plumbing, electrical, mechanical, HVAC, security systems, telecommunications, structural alteration or repairs in or to their unit without the prior written consent of the Board, or when so delegated by the Board by the Condominium Manager.
- 3.17 Owners and occupants shall not overload existing electrical circuits.

- 3.18 Water shall not be left running unless in actual use.
- 3.19 Any unit windows and balcony doors shall be fully shut during any storms or when the unit owner or tenant is not at home in the unit.
- 3.20 Nothing shall be thrown out of the windows or doors or down stairwells of the building.
- 3.21 Nothing shall be placed or projected on the outside of window or window sills or balcony railings without the prior written consent of the Board of Directors.
- 3.22 No barbecues may be used it or on any exclusive use common element area and may only be used on such part of the common elements designated for such use by the Board, from time to time.
- 3.23 No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the common elements over which the owner has exclusive use.
- 3.24 The owner shall indemnify and save harmless the Corporation from any costs, damages, claims or expenses incurred by the Corporation by reason of an owner's failure to satisfy the requirement of this Rule, the Fire Code and its regulations.
- 3.25 If any damage (including but not limited to damages from in- unit flooding caused by leaking of faulty hot water tanks, overfilled bathtubs or side opening step-through tubs, dishwashers and refrigerators with ice dispensers or laundry equipment) is caused to any one or more units or the common elements by the act or omission of an owner of a unit (the "Source Unit") or a visitor, invitee, agent or resident in the Source Unit, the owner of the Source Unit shall pay the cost to repair the damaged unit(s) (including the Source Unit) and the common elements. If the Corporation should make a claim on its insurance for the cost to repair, the owner of the Source Unit shall pay the Corporation's deductible portion of such claim. The amount owed by the owner of a Source Unit to the Corporation for any such cost to repair or deductible shall be added to and collected in the same manner as the common expenses of that owner's unit.

4. COMMON ELEMENTS

- 4.1 No one shall harm, mutilate, destroy, alter, deface or litter the common elements or any of the hard or soft landscaping work on the property including grass, trees, shrubs, hedges, flowers, flower beds, patios, retaining walls, walkways, and laneways or parking areas.
- 4.2 No building, structure, tent, mobile home, motor home, winnebago, trailer either with or without living, sleeping or eating accommodation shall be erected, placed, located, kept or maintained on the common elements, including exclusive-use common elements parking spaces, without prior written Board approval. Where such Board approval has been granted, said structure, tent, mobile home, motor home, winnebago, trailer either with or without living, sleeping or eating accommodation or other vehicle which is placed, located, kept or maintained on the common elements, or on exclusive-use common elements shall not be used for temporary housing or shelter, including overnight stays.
- 4.3 No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever except where authorized by the Board.
- 4.4 The sidewalks, entries, passageways, hallways, stairwells, walkways and driveways

which are part of the common elements shall not be obstructed by any of the owners or occupants or used by them for any purpose other than for ingress and egress to and from the buildings, a unit or some other part of the common elements.

- 4.5 No goods and chattels may be left or stored on the common elements except as specifically authorized by the Declaration, by-laws and rules or by the Board in writing.
- 4.6 No bicycle shall be placed, located, kept or maintained in the dwelling unit or on the common elements, including exclusive use common elements, except in a designated bicycle room or area, or in the unit owner lockers. Bicycles shall not be taken on elevators or in the stairwells at anytime.
- 4.7 Smoking is prohibited in all common areas including exclusive use common elements, excluding balconies and except as any area be designated as a smoking area by the Board.

5. DWELLING UNITS

- 5.1 An owner shall not do anything, or permit anything to be done, in his or her unit or bring or keep anything therein which will:
 - 5.1.1 obstruct or interfere with the rights of other owners to their comfort and quiet enjoyment of the property;
 - 5.1.2 conflict with any provision of any insurance policy carried by the Corporation or any owner;
 - 5.1.3 conflict with any of the rules, regulations or by-laws of the corporation, the Fire Department, any Health Authorities or the municipality; and
 - 5.1.4 alter the exterior appearance of the property temporarily or otherwise.
- 5.2 An owner or registered tenant shall upon reasonable notice from the Corporation, provide access to the unit and its exclusive use common element, at least yearly or as required, for the purpose of annual inspections and repairs and maintenance of common element systems as required from time to time.
- 5.3 No owner or registered 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, their occupants or families, guests, visitors, servants and persons having business with them.
- 5.4 No window shall be covered except with curtains, drapery, vertical or horizontal blind, interior wooden shutters or similar window coverings.
- 5.5 Save and except for bathrooms, foyers, kitchen, storage and laundry room areas, any floor areas not covered by carpets shall be covered by the owner at the owner's expense by a flooring material approved by the Board. In order to obtain such Board approval, owners are required to submit the following documents to the Board of Directors, prior to commencement of work:
 - 5.5.1 a letter from their selected flooring installer, or a notation on the quotation or purchase order, certifying that the flooring system being installed (including a sound deadening underlay) has an FIIC rating equal to or greater than 60. (The FIIC rating is a technical specification which a competent flooring supplier / installer will be familiar with and will understand);

- 5.5.2 a description of the flooring material to be used, the manufacturer of the underlay, the installation method and the rooms to be covered; and
- 5.5.3 The Board reserves the right to inspect the work during the installation for the purpose of ensuring that the work is being carried as specified.
- 5.6 Notwithstanding the owners' obligation to repair and maintain the heating, ventilating and air conditioning units (the "HVAC Units") serving the dwelling units as set out in the Declaration, the Corporation may make provision for:
 - 5.6.1 the oiling and vacuuming of the HVAC Units once in each calendar year; and
 - 5.6.2 the changing of the filters in the HVAC Units twice in each calendar year.
- 5.7 No dog shall be allowed or kept in or about any unit or the common elements or any part thereof, including those parts of the common elements of which any owner has the exclusive use. No other animal or pet which, in the opinion of the Board constitutes a nuisance, shall be allowed or kept in or about any unit- or the common elements or any part thereof, including those parts of the common elements of which any owner has the exclusive use.
- 5.8 No pet shall be allowed in the recreational area or laundry rooms.
- 5.9 No pet shall be permitted to defecate or urinate in the common element areas, exclusive use or otherwise.
- 5.10 No pet shall make noise which at the absolute discretion of the Board shall be considered a nuisance to any other unit owners.
- 5.11 Every owner of a pet shall be responsible for the actions of such pet and any loss, damage or injury caused by such pet shall be charged to the unit owner as a common element expense.
- 5.12 No pet that is deemed by the Board at its sole discretion to be a nuisance shall be kept by any owner on the property. Any owner of a pet shall, within two weeks of receipt of any written notice from the Board respecting the removal of such pet, shall fully comply or the Board shall be deemed to be fully authorized to permanently remove the pet from the property.
- 5.13 Notwithstanding the previous rules set out herein, guide dogs and any other animal deemed to be of essential living assistance need to an owner with a disability shall be exempted from these Rules to the extent necessary to accommodate such special need while not endangering the safety, security and quiet enjoyment of any other owner.

6. EXCLUSIVE USE COMMON ELEMENTS, BALCONIES, AND PATIOS

- 6.1 Only seasonal furniture, save and except any furniture umbrellas and awnings of any nature are allowed on any unit balcony and patio areas. No hanging or drying of clothes, storage or use of any items, including without limitation: garbage, refuse, sports equipment, solar panels, and any non-seasonal furnishings is permitted on any balcony or patio area. Owners must take appropriate care with furniture, flowerpots, glass tops and any other movable items taking into consideration their inherent danger when falling however caused including occasional high winds. Any loss, damage or claim(s) against the Condominium Corporation that arises from a breach of this rule by any owner together with any costs incurred by the Condominium Corporation in defending any such

claim(s) shall be borne on a full indemnity basis by the owner and collected from the owner as additional common expenses.

6.2 No painting of any exterior surface, or permanently affixed carpets or flooring materials or any removable rubber tiles are allowed on balconies or patio areas except as detailed below.

6.3 **BALCONY FLOORING:**

6.3.1 Any proposed modification to the concrete surface of a balcony floor must be submitted to the Board of Directors for approval. The submission must include a complete detailed specification of the material proposed to be used and the name of the Applicator. All such requests shall be forwarded by the Board to the Corporation's structural engineers for review and approval, at the requisitioning owners' full cost. A request to permanently affix carpet or any other permeable material will not be approved.

6.3.2 Upon the engineer's approval of a surface treatment, the owner will be required to sign an undertaking of responsibility for maintenance of the surface and, if deemed necessary by the Board, to remove the surface treatment, and return the balcony concrete to its original condition, ordinary wear and tear excepted, at no cost to the Corporation, to permit inspection of the concrete.

6.3.3 Any existing permanent covering which has already been affixed to the concrete surface of the balcony floor constitutes an unauthorized modification of a common element.

6.3.4 In this instance two options are available:

6.3.4.1 With the assistance of the Corporation and at the owner's expense, measures shall be taken to remove said covering and return the concrete surface to original condition; or

6.3.4.2 upon approval of the modification by the Corporation's engineer's at the owners' expense, a modification agreement shall be entered into detailing the unit owner's responsibility to maintain the modification and restore the common element to its original condition, ordinary wear and tear excepted. Any such agreement shall be transferable to future unit owners and appended to all future status certificates issues for the unit in question.

6.4 **BALCONY WALLS AND CEILINGS:**

6.4.1 Painting or any other treatment of balcony walls or ceilings is not permitted.

6.5 No awnings, shades, shutters, umbrellas or windscreens shall be erected over or outside of the windows or balconies without the prior written consent of the Board.

6.6 Balconies and patio areas shall not be used in for drying, preserving, fermenting or cooking of any foods by any means or method, including without limitation: any barbecuing.

6.7 No television antenna, aerial, tower, satellite dish or similar structure or

telecommunications device shall be used, erected or fastened to the property, except the equipment of a telecommunication service providers who have contracted with the Corporation to lease any common element areas and only such equipment as provided for in the lease agreement(s).

- 6.8 No flammable materials, hazardous or toxic materials or products including without limitation: patio lanterns lamps, candles, open flame device or product shall not used on any balcony or patio area.
- 6.9 The installation of wind chimes and/or other such similar noise generating ornaments or decorations is prohibited on any balconies or patio area.
- 6.10 No bird feeders or animal feeders of any nature or description, domestic or otherwise shall be used on any balcony or patio area at anytime. Feeding stray animals, pigeons, rabbits and squirrels or any other wild animal is prohibited in all common element areas, exclusive or otherwise.
- 6.11 No music player, such as radios, stereos, MP3 players, iPods, shall be used except with a headset or ear buds at all times on any balcony or patio area.

7. MOTOR VEHICLES, PARKING AND PARKING UNITS

- 7.1 Parking spaces are for use by owners who are resident in the building or registered tenants only. Non-residents owners are not entitled to use the parking garage.
- 7.2 No owner or occupant shall park a motor vehicle on any part of the common elements and without limiting the generality of the foregoing, any driveway, fire zone, delivery or garbage pick-up, areas designated by the Board as posing a security risk, or visitors' parking spaces or on any parking unit other than his/her own or one which he/she has leased.
- 7.3 No parking space shall be used for any purpose other than to park one operable non-commercial vehicle that is either a private passenger vehicle or a motorcycle. Storage of any other personal property in parking spaces is strictly prohibited.
- 7.4 All motor vehicle parking on the property is entirely at the owner's own risk for damage, loss, theft and vandalizing of any nature or kind no matter however caused.
- 7.5 There shall be no parking or idling of any motor vehicle on the condominium driveway, laneways or any other non-designated parking area at anytime for any reason. Any vehicle stopping in the front drive lane near the canopy shall not exceed 10 minutes in any one hour period and no engine idling shall be permitted at anytime.
- 7.6 No repairs, lubrication, oil change or mechanical maintenance of any sort shall be made to any motor vehicle on any part of the common elements or on any of the Corporation's parking lots or garage, save and except changing of a flat tire(s).
- 7.7 An owner shall not do anything, or permit anything to be done, in his or her parking unit or bring or keep anything therein which will:
 - 7.7.1 obstruct or interfere with the rights of other owners to their comfort and quiet enjoyment of the property;
 - 7.7.2 conflict with any provision of any insurance policy carried by the Corporation or any owner;
 - 7.7.3 conflict with any of the rules, regulations or by-laws of the corporation, the

- Fire Department, any Health Authorities or the municipality; and
- 7.7.4 alter the exterior appearance of the property temporarily or otherwise.
- 7.8 No car washing shall be permitted except in the area specifically designated for that purpose.
- 7.9 No motor vehicle shall be driven on any part of common elements at a speed in excess of the posted speed. Except where otherwise posted, the fixed speed limit for motor vehicles or bicycles on the common elements shall be ten (10) kilometers per hour.
- 7.10 Owners leasing their dwelling or parking units shall obtain from the tenant(s) the form attached as Schedule I and file an executed copy with the Board prior to the date the tenant(s) takes possession of the unit. Owners shall supply to the Board the names of all residents, tenants and licensees of all dwelling units and the names of all users of lockers and the license number, vehicle make, model, color and year of all motor vehicles that are parked in parking units or surface parking spaces.
- 7.11 Parking spaces may only be leased to current occupants of Westpark.
- 7.12 Visitors who are staying overnight must register their vehicle with the Superintendent by dialing 613-228-3311. Vehicles not registered may be ticketed and/or towed at the unit owner's expense, and such expense collected as a common element expense to the unit.
- 7.13 Management approval is required for guests' vehicles registered for more than seven (7) consecutive days and a parking fee will apply in an amount determined by the Board from time to time.
- 7.14 All vehicles shall be properly licensed, insured, and operational for the purposes of snow removal and/or emergencies. Reasonable efforts must be made by an owner to move their vehicles(s) during snow clearing operations or when requested. At no time shall any vehicle be permitted to be placed on blocks.

8. CAR WASHING BAYS

- 8.1 Only owners resident in the building and registered tenants are permitted to use the car washing bays and equipment and shall be governed by the rules and regulations posted in the car washing bay area from time to time, the current such rules and regulations are attached hereto as Schedule 'B'.
- 8.2 No car washing, cleaning, polishing or detailing shall be permitted on the property except in the designated car washing bay areas and non-compliance with the car washing bay area Rules and Regulations.

9. LEISURE AND FITNESS SPA

- 9.1 General:
- 9.1.1 The leisure and fitness spa comprises the exercise room, a multi-purpose game room, indoor swimming pool, whirlpool, sauna, showers, changing rooms, and the outdoor brick patio adjacent to the swimming pool.
- 9.1.2 The Board shall have the right, in its absolute discretion, to restrict or limit owner's access and use of the Recreational Facilities as necessary for the safety, comfort or convenience of the other unit owners and the protection of

- the property.
- 9.1.3 Residents shall wear proper attire while using the leisure and fitness spa and when going to and from it. Shoes must be worn in all areas except in the swimming pool, whirlpool and sauna. Bathing suits are required in the pool, whirlpool and sauna and patio area. Users of all other common elements facilities, including but not limited to the gazebo, lawns and hallways to and from the fitness spa facilities must wear footwear, a garment over their swim suit, including a top shirt.
 - 9.1.4 Use of the leisure and fitness spa is at the user's own risk.
 - 9.1.5 The Board shall have the right, in its absolute discretion, to withdraw from any resident the right to use the leisure and fitness spa as a result of any breach or breaches of any rules in respect thereof or misuse of these facilities, which in the Board's absolute discretion, acting reasonably, pose a risk of harm to any person or property or unduly interfere with the right to quiet enjoyment by other users.
 - 9.1.6 No food or drinks are permitted except water in plastic bottles.
 - 9.1.7 No music device may be operated except with a headset or ear buds at all times.
 - 9.1.8 Use of the leisure and fitness spa facilities is reserved for resident-owners or registered tenants at all times, who may be accompanied by up to a maximum of two (2) guests per unit at any time except as otherwise provided for herein these rules or with the written consent of the Board, and except when the unit owner or registered tenant reserves the party room.
 - 9.1.9 No smoking is permitted in the leisure and fitness spa areas at any time.
 - 9.1.10 No shouting, contact sports, pushing, shoving, boisterous play or activities are permitted in the leisure and fitness spa areas at any time.
 - 9.1.11 No ball games or throwing of any object is permitted in the leisure and fitness spa areas at any time.
 - 9.1.12 No electrical equipment or device of any nature may be used in the recreational area at anytime, except by an authorized agent of the Board for cleaning, maintenance and repair purposes.
 - 9.1.13 Furniture shall not be taken to or from the leisure and fitness spa areas.
- 9.2 Indoor Swimming Pool, Whirlpool and Sauna:
- 9.2.1 The indoor swimming pool, whirlpool, and sauna are for the use of Resident-Owners and registered tenants of Westpark.
 - 9.2.2 Use of the indoor swimming pool, whirlpool, change rooms, and sauna is solely at the user's own risk.
 - 9.2.3 Each unit is limited to two (2) guests in the swimming pool and whirl pool at any one time
 - 9.2.4 The Resident-Owner or registered Tenant is to accompany guests at all times during use of the swimming pool and whirl pool.
 - 9.2.5 In the event of overcrowding in the swimming pool, whirlpool, sauna, resident-owners and registered tenants shall have priority of use over guests,

- 9.2.6 No child not yet toilet trained shall be permitted into the swimming pool or whirl pool.
 - 9.2.7 Children under thirteen (13) years of age must be accompanied by an adult at all times and must not be left unattended.
 - 9.2.8 A cleansing shower using soap must be taken before entering or re-entering the swimming pool and whirlpool.
 - 9.2.9 No bath oil, shampoo, soap or other polluting substance is permitted in the swimming pool or whirlpool. Shaving, hair cutting and hair dyeing is not permitted in the showers, change rooms, pool or whirlpool. Scuba tanks, floats, water toys, balls, , except regulatory approved life vests, are not permitted to be used in the pool at anytime, except during Aquafitness, when floatation devices may be used under the supervision of the attending Aquafitness instructor,
 - 9.2.10 No running or diving is permitted.
 - 9.2.11 The swimming pool, whirlpool and sauna are not included in any Party Room reservation and it is not available to the users and guests of the Party Room Private Reservation
- 9.3 Party Room:
- 9.3.1 Reservations must be made with the Board and a Party Room Licensing Agreement in the form required by the Board shall be entered into between the Licensee and the Corporation (the "Licensor"). The Licensee must be an owner, a spouse of an occupant-owner or a registered tenant but only with the Owner's agreement as co-licensee. Party Room plus kitchen capacity is limited to thirty (30) people and participants must not occupy and use the adjacent Pool Area, Changerooms, Leisure Area, Gym, Hallways or Lobby Area.
 - 9.3.2 A security deposit shall be required in an amount as determined by the Board of Directors, which may be amended from time to time. Providing the room is left in a clean and orderly manner, the full deposit will be returned.
 - 9.3.3 The party room and adjacent common elements shall be inspected by an agent of the Corporation immediately prior to the use of the party room, and after the use has terminated. Any damage noted during the re-inspection shall be the responsibility of the Licensee.
 - 9.3.4 The Licensee hereby authorizes the Licensor to deduct from the security deposit lodged with it the cost of any repairs. If the cost of such repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of the security deposit shall be assessed against the unit owned or occupied by the Licensee and may be recovered in the same manner as common expenses.
 - 9.3.5 Noise and music are to be kept at a reasonable level which will be determined by the Building superintendent or any agent of the Licensor or Condominium Manager in charge of the building at the time of the event. Excessive noise shall not be repeated or persisted in after a request to

- discontinue same has been made.
- 9.3.6 Attendees are to travel directly to and from the Lobby and Party Room in a quiet and orderly manner, so as to avoid disturbing the quiet enjoyment of the residential units in the vicinity of the leisure facilities. Entrance doors to the building and the Party Room are to be kept closed at all times.
- 9.3.7 Guests' vehicles must be parked in visitors parking areas only. Cars parked illegally will be ticketed or towed at the Owner's risk and expense without further notice.
- 9.3.8 Hours of Operation – Music to cease by eleven (11:00 p.m.) and Party Room to be vacated by midnight (12:00 a.m.)
- 9.4 Exercise Room:
- 9.4.1 The exercise room and fitness equipment are for the use of Occupant-Owners and registered tenants of Westpark.
- 9.4.2 Use of the exercise room is solely at the user's own risk.
- 9.4.3 An Owner or registered tenant using the exercise room may only invite, permit, and accompany one (1) guest at anytime in the exercise room.
- 9.4.4 In the event of overcrowding in the exercise room, Owners and registered tenants of Westpark will have priority over guests.
- 9.4.5 For safety reasons, children under the age of eighteen (18) years of age are not permitted in the exercise room and may not use the fitness equipment unless accompanied by an adult owner or registered tenant.
- 9.4.6 The exercise room and the fitness equipment are not included in any Party Room reservation and it is not available to the users and guests of the Party Room Private Reservation.
- 9.4.7 Users of the fitness area are required to wipe down the fitness equipment after each use with the supplies provided.

10. ELEVATORS AND MOVING

- 10.1 The Owner must give written notice to the Superintendent, where possible, at least 30 days in advance except in an emergency, of an intended move. Reservations for the use of the service elevator shall be made with the superintendent and are on a first come first serve basis.
- 10.2 Hours of moving shall be strictly observed and are fixed from 09:00 to 17:00 hours, Monday to Friday and on Saturdays from 08:00 to 12:00 noon No moves are permitted on, Sunday or any statutory holiday.
- 10.3 No moving of furniture or any other item which can not be safely lifted and carried by one person shall be permitted in the stair wells at anytime.
- 10.4 A refundable deposit of \$250.00, payable, bank draft or certified cheque to CCC No. 486, is to be left with the Superintendent or Condominium Manager to cover the cost of possible damage to the common elements incurred during the move. This deposit will be returned less any damage charges, 7 days after the move. The owner will be billed accordingly if damage in excess of \$250.00 occurs. The owner and the person reserving the service elevator hereby authorize the Corporation to deduct from the

security deposit lodged with it the cost of any repairs. If the cost of repairs exceeds the amount of the security deposit the full cost of repairs less the amount of the security deposit in the case of a new unit owner moving in shall be assessed against the unit owned or occupied by the person reserving the service elevator as a common element expense.

- 10.5 Owners shall be held responsible if their tenants fail to pay for the \$ \$250.00 deposit in Rule 10.4 and any damages made during the move.
- 10.6 Objects must not be placed in contact with or rested against the mirrors, brass finishes, walls, doors or furnishings in the common element areas.

11. GARBAGE DISPOSAL

- 11.1 Loose garbage is not to be deposited in the garbage chute. All garbage must first be properly bound, packaged or bagged and tied shut to prevent mess, odors' and disintegration.
- 11.2 Newspapers, magazines, bottles, cartons and large objects shall not be thrown down the garbage chute, but shall be placed in the designated recycling / garbage area on the P1 level
- 11.3 No burning materials, such as cigarettes, ashes and/or charcoal shall be placed into garbage cans and/or down the chute.
- 11.4 No flammable liquids, combustible materials or aerosol cans shall be disposed of in the garbage chute
- 11.5 No garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 7:00 a.m.
- 11.6 Disposal of large, bulky or heavy (over 5 kilos) items are the responsibility of the unit owner or registered tenant. All costs related to the disposal of the aforementioned items left on common elements by unit owners and/or registered tenants shall be charged back against the unit as a common element expense.
- 11.7 Disposal of restricted items such as appliances containing refrigerant, air conditioners, personal computers, televisions, batteries, paints, solvents, or any other household contaminated waste products is the responsibility of the owner or registered tenant. All costs related to the disposal of any such items left on common elements by unit owners and /or registered tenants shall be charged back against the unit.

12. RENTALS

- 12.1 For the purposes of these rules, "lease" shall mean an oral or written agreement between an owner of a condominium unit and a third party for the occupancy of a condominium unit, for any period of time for any monetary gain or purpose.
- 12.2 No lease shall be for a term of less than one year.
- 12.3 Any sub-lease or assignment of lease shall terminate on the same day as the original lease or any lease renewal.
- 12.4 No tenant, sub-tenant or assignee of a lease shall be allowed for any condominium until and unless:
 - 12.4.1 The owner of the unit has complied with section 83 of the Condominium Act,

- 1998 (the "Act") (Notification by owner); and
- 12.4.2 The tenant of the unit has complied with paragraph 4.3(a) of the Declaration (tenant's undertaking to comply with the Declaration, By-Laws, Rules and Regulations);
- 12.5 By completing the forms prescribed by the Act and the Board.
- 12.6 The Corporation may apply to the Superior Court of Justice or the Residential Tenancy Act Tribunal as the duly authorized agent for the landlord unit owner, if necessary, for an order enforcing compliance with these rules and /or terminating the lease, sublease or assignment of lease if there has not been compliance with these rules. All costs incurred by the Corporation relating to enforcement of the Corporation's Declarations, By-Laws and Rules shall be borne by the unit owner on a full indemnity basis and collected by the Corporation from the unit owner as a common expense charge.

13. BILLBOARDS

- 13.1 Billboards (in mail cubicle, P1 and P2) are limited to the exclusive use of the Corporation and Board authorized resident postings. All messages must be stamped "approved" and dated by the Superintendent. Message cards will be provided by the Superintendent. The approval criteria will be as follows:
- 13.1.1 items for sale or requested by residents (two (2) weeks);
- 13.1.2 Westpark suite for sale (four (4) weeks);
- 13.1.3 In-house social events (prior to event, three (3) weeks); and
- 13.1.4 lost and found (two (2) weeks).
- 13.2 Political, business and religious material or advertisements are expressly not permitted on the billboards or in the mail cubicle.
- 13.3 Other messages of specific interest to residents may be displayed subject to the Board's written approval.
- 13.4 No other postings of any nature or kind are permitted in the common elements areas at anytime.

14. NSF CHEQUES

- 14.1 Cheques and pre-authorized payments submitted to the Corporation by owners in payment of monthly condominium fees, parking rental fees, special assessments, security deposits, key or FOB purchases and/or any other form of payment made by an Owner from time to time, will be subject to a \$50.00 administrative fee in the event payment is returned by the bank for insufficient funds, or for any other reason whatsoever.
- 14.2 This administrative fee will be added by the Corporation against the unit owner's account and will be collectible in the same fashion as common element fees.
- 14.3 The Board of Directors reserves the right to waive such administrative fees and may do so at its sole discretion.

15. LATE PAYMENTS

- 15.1 As required by the Declaration, payments of monthly condominium fees are due on the

first operating day of the month. Payments received after the first business day so due will be subject to a \$50.00 administrative fee.

15.2 This administrative fee will be added by the Corporation against the unit owner's account and will be collectible in the same fashion as common element fees.

15.3 The Board of Directors reserves the right to waive such administrative fees and may do so at its sole discretion.

16. VERMIN AND PEST CONTROL

16.1 Education:

16.1.1 The Corporation shall from time to time issue Information sheets to inform and educate its' Residents in matters pertaining to infestations. One such Information Sheet has been delivered door to door in February 2011 and is also available for pick-up from the Superintendent's office during regular office hours. A copy of the bed bug Information Sheet is attached hereto for your reference.

16.2 Duty:

16.2.1 No unit owner shall permit or suffer and shall immediately report to the Board of Directors or building Condominium Manager the infestation of his or her unit and any exclusive use common element area appurtenant thereto, including lockers and storage units, of any pests, insects, rodents or other vermin including without limitation: bed bugs, cockroaches, fleas, and rodents.

16.2.2 Where a unit is occupied by a Tenant, the Corporation shall notify the Unit Owner of the infestation and shall keep the Unit Owner apprised of the developments throughout the course of treatment and re-inspections. The unit owner shall be solely responsible for all required notices to the tenant for compliance with the required remedial measures to test and eliminate any possible infestation, including without limitation ensuring the Corporation and its agents have all required access to the premises.

16.3 Inspections:

16.3.1 The unit for which a report of an infestation has been received shall be inspected by a pest control contractor retained by the Condominium Corporation to determine whether such an infestation is confirmed in the unit and if so, determine the required course of action to control and eliminate the infestation;

16.3.2 All adjoining units, 8 units surrounding the affected unit – i.e.: units on either side of the affected unit, the unit one level up, the unit one level down and four units diagonally abutting the affected unit one level up and one level down will be inspected, as well as any exclusive use common element area appurtenant to an affected unit;

16.3.3 Should an infestation be confirmed in any adjoining unit, such similarly described surrounding units and common element areas appurtenant to such units shall also be inspected and tested by the pest control contractor;

- 16.3.4 This inspection process of the surrounding units for each newly affected unit shall be continued for each such surrounding unit until no new infestations are identified;
- 16.4 Treatment:
- 16.4.1 The resident for any unit confirmed to have an infestation will be issued written instructions by the pest control contractor as to the preparations required to be carried out by the unit resident prior to pesticide application by the contractor;
- 16.4.2 Common element hallways leading from the elevator to the affected units shall also be treated by the contractor.
- 16.4.3 In the case of a bed bug, flea or cockroach infestation, the Board of Directors may, if deemed necessary, direct that Residents of an affected unit cease using the Corporation's recreational facilities, including but not limited to the Party Room, until such time as the treatment of their affected unit has been completed and the final testing and retesting of their unit has confirmed the infestation has been fully and finally eradicated;
- 16.4.4 Where recommended by the pest control contractor, to rid an affected unit of any furnishings, flooring and personal property then the unit owner shall comply as so directed by the Board or building Condominium Manager. All contaminated items to be removed from a unit, must be fully sealed in a plastic wrapping prior to removal and must be carried directly to an outside designated disposal site. Such items shall not be disposed of down the garbage chute and shall not be left in the building's main garbage containers in the basement;
- 16.4.5 In order to avoid spreading pesticide resistant vermin and insects, it is imperative that the owner shall not attempt any self help remedies, or hire any third party exterminators to handle suspected infestations. There are strict guidelines in place to regulate the application of pesticides. These regulations only allow licensed pest control contractors to apply and re-apply pesticides in affected units at minimum 30-day intervals. A failed attempt to deal with an infestation creates a 30 day waiting period for a re-treatment and cause a pesticide resistant infestation to breed.
- 16.4.6 Cost of Treatment:
- 16.4.7 The full cost of an in-unit pesticide treatment is the responsibility of the unit owner whose unit is being treated requiring treatment, together with the cost of testing the surrounding units shall be recovered from the infested unit levied as a common element charge against such unit.
- 16.4.8 Cost of treatment of common element areas surrounding an infested unit shall also be recovered against the unit owner who is identified by the pest control contractor as the most likely source of the original infestation, as a common element levy charge against the unit.
- 16.5 Compliance:
- 16.5.1 Any unit owner who intentionally or repeatedly fails to comply fully with written

instructions provided by the pest control contractor to prepare the unit for pesticide application or refuses access to perform a required pesticide application shall be charged the total cost of the contractor's cancelled visit, and when deemed necessary by the Board of Directors the cost of a third party contractor to ready the unit for treatment, as well as the full cost of the rescheduled visit.

16.5.2 In addition, such unit owner shall be charged the Corporation's full legal costs on a full indemnity basis to obtain a compliance order, as may required in the case of any repeated non-compliance by a unit owner with the pest control contractor and Board of Directors' direction to remedy any infestations.

16.6 Re-testing:

16.6.1 In the case of bed bug infestations, after fumigation or treatment of an infested unit has been completed the infested unit will be retested until it is finally confirmed to be negative of all infestation as follows:

16.6.1.1 30 days following the last fumigation treatment;

16.6.1.2 6 months after the last fumigation treatment;

16.6.1.3 12 months after the last fumigation treatment; and

16.6.1.4 18 months after the last fumigation.

16.6.2 Provided that a unit tests negative on all four testing following the last fumigation, then the unit shall be deemed to be fully and finally free of such infestation.

16.7 Legal Ramifications:

16.7.1 Where deemed necessary due to health concerns or recurrent non-compliance issues, or based on the severity of the infestation, the Condominium Corporation may contact the City of Ottawa Health Department to obtain additional guidance and support for the affected unit owner; and

16.7.2 Where deemed necessary due to health concerns, the emergency contact person listed in the Corporation's Owner Register may be contacted to provide to request assistance for the affected unit owner.

16.8 Status Certificate:

16.8.1 A clause shall be inserted into Status Certificates for any infested unit which has been tested positive for an infestation in the 18 months immediately preceding the request for a Status Certificate disclosing the existence of the infestation and the last treatment and testing dates.

17. ENFORCEMENT

17.1 The interpretation, meaning or application of these regulations rules shall be determined by the Board acting reasonably and within the spirit and intent of the Corporation's declarations, By-Laws, and Rules.

17.2 Each of these rules shall be deemed independent and severable and the invalidity or unenforceability in whole or part of any one or more of these rules shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remaining part of that rule (if appropriate) or of the rules, and in such event, the other party 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.

- 17.3 The owner of a unit shall be responsible for and shall indemnify the Corporation for all costs incurred by the Corporation to enforce any provision of the Condominium Act, 1998 and the Corporation's Declaration, Bylaws and Rules as a result of any actions, activities or omissions of the owner, the owner's visitors, invitees or agents or the resident(s), visitors or occupant(s) of the owner's unit and such costs incurred by the Corporation shall be added to the common expenses of that owner's unit.
- 17.4 Gender: The use of masculine gender in these rules shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.
- 17.5 Waiver: No restriction, condition, obligation or provision contained in these rules 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.
- 17.6 Headings: The headings in the body of these rules form no part thereof but shall be deemed to be inserted for convenience of reference only.

18. NUISANCE CALLS

- 18.1 All Owner/Resident induced costs, fees and other charges which may be incurred by the Condominium Corporation from time to time in responding to:
 - 18.1.1 Nuisance calls (defined as calls not related to the operation or maintenance of common element systems) placed to the after-hours emergency call answering system;
 - 18.1.2 Calls placed to the condominium's emergency answering system that are the result of an Owner or Resident not taking proper and reasonable precautions in their unit and/or in common element areas, which necessitate intervention by a corporation representative (on-call staff member or contractor).
- 18.2 Any such costs, fees or charges will be charged against the unit and become recoverable against the unit Owner in the same manner as common element fees, including but not limited to by way of lien.

ANNEXES

- FORM “A” Pre-Authorized Payment Request
- FORM “B” Owner Registration Form
- FORM “C” Absentee Information Sheet
- FORM “D” Summary of Lease
- FORM “E” Tenant's Undertaking and Acknowledgment
- FORM “F” Parking Lease Agreement (Between Owners)
- FORM “G” Parking Lease Agreement (Interior)
- FORM “H” Parking Lease Agreement (Exterior)
- FORM “I” Elevator Reservation Form
- FORM “J” Party Room Licensing Agreement
- FORM “K” Fee Schedule

**AUTHORIZATION TO DEBIT AN ACCOUNT UNDER THE
PRE-AUTHORIZED DEBIT (PAD) SERVICE**

I (we) acknowledge that this authorization form is for the benefit of the payee or its agents (identified hereinabove) and my financial institution as is provided in consideration of my financial institution agreeing to process debits against my account in accordance with the Rules of the Canadian Payment Association.

Owner's Name: _____
 Unit Number: _____
 Date of First Payment: _____
 Monthly Condo Fees: _____

I (we) warrant and guarantee that all persons whose signatures are required to sign on this account have signed the agreement below. I (we) hereby authorize the Payee identified above to draw on my (our) account number with my (our) financial institution, for the purposes of Monthly Condominium Fee Payments as approved from time to time by the Board of Directors.

This authorization may be cancelled at any time upon notice by me (us). I (we) acknowledge that, in order to revoke this authorization, I (we) must provide written notice of revocation to the Payee fifteen (15) days prior to the next due date of the pre-authorized debit.

I (we) acknowledge that, in order to be reimbursed, a declaration to the effect that an error took place, must be completed and presented to the branch of my (our) financial institution either up to and including 90 calendar days in the case of a "personal/household" pre-authorized debit, after the date on which the payment in dispute was posted to my (our) account.

I (we) acknowledge that a claim on the basis that the Payer's Authorization was revoked, or any other reason, is a matter to be resolved solely between the Payee and myself (ourselves) when disputing any pre-authorized debit after 90 days calendar days in the case of a "personal/household" pre-authorized debit.

I (we) waive any and all requirements for pre-notification of debiting.

I (we) understand and accept this pre-authorized debit plan and wish to enroll therein. Furthermore, I (we) agree that any personal information that might be contained in this Payer's Authorization may be disclosed to the Payee's financial institution.

 Signature (as it appears on cheques)

 Date

 Signature (as it appears on cheques)

 Date

**ATTACH VOID CHEQUE
 Also attach your cheque covering the first month due.**

OWNER REGISTRATION FORM

Unit: _____

Locker No.: _____

Ring No.: _____

Owner's Name: _____

Address: _____

City, Province: _____

Code: _____

2nd address if applicable: _____

City, Province: _____

Code: _____

Telephone Residence: _____

Telephone Work: _____

In case of emergency please contact: _____

Telephone: _____

Parking Space: _____ Plate: _____ Make/model: _____

Parking Space: _____ Plate: _____ Make/model: _____

Name of tenant if unit rented: _____

Tenant telephone: _____

Please list the names of any occupants who may require assistance in case of fire/evacuation:

I covenant and agree that I, the members of my household, and my guests from time to time, will in using the unit owned/rented by me and the common elements, comply with the Condominium Act, the Declaration, the By-Laws and Rules of the Corporation during the term of my ownership/tenancy.

Date: _____

Signature: _____

ABSENTEE INFORMATION FORM

Suite No.: _____ Owner's Name: _____

Away address: _____

Telephone: _____

Date Away from: _____ To: _____

Emergency contact _____

Address: _____

Telephone: _____

In-house contact: _____

Their Suite no.: _____

Will your vehicle remain in the garage? Yes _____ No _____

If yes, please leave keys in case it has to be moved in an emergency or for repairs to the building.

Parking Space No.: _____ License Plate: _____

Vehicle key left with: _____ Unit Number: _____

Other message if any: _____

May we remind you that the person(s) responsible for your unit can be given a **FRONT DOOR ACCESS** key only! Non-residents are not allowed in the garage or in the fitness spa area. If a general access key is used, we may have to re-program it for front door access only.

THE CORPORATION, ITS BOARD OF DIRECTORS, STAFF MEMBERS AND/OR MANAGEMENT COMPANY IN NO WAY ASSUMES ANY TYPE OF LIABILITY WITH RESPECT TO YOUR UNIT DURING YOUR ABSENCE.

SUMMARY OF LEASE

Pursuant to section 83 of the Condominium Act of Ontario, 1998.

1. This is to certify that a lease has been entered into for unit _____ on the following terms:

Name of lessee: _____

Telephone no.: _____ Fax no.: _____

Lease Commencement date: _____

Lease Terminate date: _____

Options to renew: _____

Rental payments: _____

When due: _____

2. I have provided the lessee with a copy of the declaration, by-laws and rules of the corporation.

3. I acknowledge that, as required by subsection 83(2) of the Condominium Act, I will advise you in writing if the lease is terminated.

Name (please print): _____

Signature: _____

Address: _____

Telephone no.: _____ Fax no.: _____

Date: _____

TENANT'S UNDERTAKING AND ACKNOWLEDGEMENT

Unit: _____ Level: _____

Parking Unit: _____ Level: _____

Municipal address: Suite _____ - 100 Grant Carman Drive, Ottawa, Ontario

Landlord's Name: _____

Landlord's permanent address: _____ Telephone No.: _____

Tenant's Name(s): _____

Term of the lease: _____ (years) Commencement: _____

I/we undertake that I/we and the members of my/our household including guests, will be using the unit rented to me/us and the Common Elements and will comply with the Condominium Act and any regulations from time to time made thereunder, and with the Declaration, By-Laws and Rules and regulations of Carleton Condominium Corporation No. 486 during the term of my tenancy.

I/we acknowledge that I/we are subject to the provisions contained in the Act, Declaration, By-Laws and Rules of the Corporation.

I/we intend on occupying the suite with the persons named above as a private residence for the stated term of the lease and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the suite, subject to my/our right to have guests and visitors from time to tie in accordance with the rules.

I/we further acknowledge and understand that in the event that I/we or any occupant residing in the suite contravenes the provisions of the Declaration, By-Laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Act.

DATED at _____ this _____ day of _____ 20 ____.

Tenant's signature

Tenant's signature

**PARKING TENANCY AGREEMENT
BETWEEN RESIDENTS OF WESTPARK ONLY**

This agreement dated the _____ day of _____ 20 _____

BETWEEN: _____ (Owner)

AND: _____ (Tenant)

The Owner agrees to rent parking space no. _____ in the parking garage at 100 Grant Carman Drive, Nepean, Ontario.

The Tenant agrees to use this parking space to park only a private passenger vehicle and for no other purpose, to abide by the Condominium Declaration, By-Laws and Rules and Regulations and not to allow this parking space to be occupied by any vehicle other than the vehicle listed below.

The Tenant will occupy the rented space beginning on _____ and ending on _____ or until terminated by the owner. Such termination shall be on thirty (30) days written notice.

The Tenant agrees to pay monthly rent to the Owner in advance in the form of postdated cheques for the term of the tenancy in the amount of \$ _____ per month.

The Tenant covenants that he/she will not perform any automobile repairs in the parking garage. Car washing is only permitted in the designated area located on P2.

The Tenant further agrees to save and hold harmless the owner and CCC No. 486 from all claims for damages, all losses, costs, injury or liability which the tenant and/or the tenant's property may suffer while in, on or about the building.

Signed on behalf of the Owner and Tenant:

Witness

Owner signature

Witness

Tenant signature

Vehicle Make

Tenant name (print)

License Plate No.

Tenant Unit No.

Tenant Phone No.

INTERIOR PARKING LEASE AGREEMENT

BETWEEN: CARLETON CONDOMINIUM CORPORATION NO. 486
(The "Corporation")

AND: _____
(The "Lessee")

It is hereby agreed that the Lessee shall lease from the Corporation indoor parking space no. _____ effective _____ at a monthly fee of \$30.00 which may be increased at any time with not less than forty-five (45) days written notice by the Corporation to the Lessee. Fees are to be paid by cheque or by PAP on the first day of the month in advance.

This agreement may be terminated by the Lessee by sending notice of termination to the Corporation not less than thirty (30) days prior to the specified date of termination, which shall be the last day of a calendar month. Notice of termination shall be sent by regular mail to CCC No. 486 c/o DES Services Inc., 2339 Ogilvie Road, Box 46104, Ottawa, Ontario, K1J 8M6.

This agreement may be terminated by the Corporation by sending notice of termination to the Lessee not less than thirty (30) days prior to the specified date of termination, which shall be the last day of a calendar month, but if the Lessee breaches any provisions of this Agreement, this Agreement may be immediately, and without notice, terminated by the Corporation. Notice of termination shall be sent to the Lessee at 100 Grant Carman Drive, Suite _____, Nepean, Ontario, K2E 8B8.

All notices whether given by the Lessee or the Corporation shall be deemed to be received on the third day following the mailing of them.

The furnishing of parking space by the Corporation shall not be deemed to constitute a bailment for hire. The Corporation assumes no responsibility whatsoever for loss or damage due to fire, theft or otherwise, to the vehicle, its accessories or its contents however caused and by whomever caused.

The Lessee will not use any parking space other than that allocated to him by the Corporation and will park in his/her space one roadworthy passenger vehicle. No trailer, truck or camper, with or without sleeping accommodation, shall be parked in any parking space. At no time will the Lessee do or permit to be done repairs of any kind to any vehicle in any parking area or adjacent areas. The Lessee shall not use any parking area or adjacent area for washing his/her vehicle, for playing any sound system, for barbecues, or for any other purpose other than the parking of his vehicle. In car heaters and battery warmers shall not be connected to the electrical outlet provided for the block heater.

If the Corporation, for any reasons of cleaning, snow removal, maintenance or repair, temporarily requires vacant possession of any parking space, the Lessee shall ensure that such parking space is vacated for such period as the Corporation requires. In case of breach of this paragraph, the Corporation will have the right to remove the offending vehicle at the sole risk and expense of the Lessee and the Lessee will have no recourse for damages against the Corporation which may result from such removal.

The Lessee will furnish the Corporation with such information as may be required to identify the Lessee's vehicle(s).

The Corporation reserves the right to re-allocate parking spaces when necessary.

The Lessee shall not assign this Agreement or sublet the parking space allotted to him/her, nor permit any other person to use it for any purpose.

This agreement dated the _____ day of _____ 20 _____

Witness

CCC No. 486 – agent

Witness

Lessee signature

Vehicle Make

License Plate No.

EXTERIOR PARKING LEASE AGREEMENT

BETWEEN: CARLETON CONDOMINIUM CORPORATION NO. 486

(The "Corporation")

AND: _____

(The "Lessee")

It is hereby agreed that the Lessee shall lease from the Corporation exterior parking space no. effective _____ at a monthly fee of \$25.00 which may be increased at any time with not less than forty-five (45) days written notice by the Corporation to the Lessee. Fees are to be paid by cheque or by PAP on the first day of the month in advance.

This agreement may be terminated by the Lessee by sending notice of termination to the Corporation not less than thirty (30) days prior to the specified date of termination, which shall be the last day of a calendar month. Notice of termination shall be sent by regular mail to CCC No. 486 c/o DES Services Inc., 2339 Ogilvie Road, Box 46104, Ottawa, Ontario, K1J 8M6.

This agreement may be terminated by the Corporation by sending notice of termination to the Lessee not less than thirty (30) days prior to the specified date of termination, which shall be the last day of a calendar month, but if the Lessee breaches any provisions of this Agreement, this Agreement may be immediately, and without notice, terminated by the Corporation. Notice of termination shall be sent to the Lessee at 100 Grant Carman Drive, Suite _____, Nepean, Ontario, K2E 8B8.

All notices whether given by the Lessee or the Corporation shall be deemed to be received on the third day following the mailing of them.

The furnishing of parking space by the Corporation shall not be deemed to constitute a bailment for hire. The Corporation assumes no responsibility whatsoever for loss or damage due to fire, theft or otherwise, to the vehicle, its accessories or its contents however caused and by whomever caused.

The Lessee will not use any parking space other than that allocated to him by the Corporation and will park in his/her space one roadworthy passenger vehicle. No trailer, truck or camper, with or without sleeping accommodation, shall be parked in any parking space. At no time will the Lessee do or permit to be done repairs of any kind to any vehicle in any parking area or adjacent areas. The Lessee shall not use any parking area or adjacent area for washing his/her vehicle, for playing any sound system, for barbecues, or for any other purpose other than the parking of his vehicle. In car heaters and battery warmers shall not be connected to the electrical outlet provided for the block heater.

If the Corporation, for any reasons of cleaning, snow removal, maintenance or repair, temporarily requires vacant possession of any parking space, the Lessee shall ensure that such parking space is vacated for such period as the Corporation requires. In case of breach of this paragraph, the Corporation will have the right to remove the offending vehicle at the sole risk and expense of the Lessee and the Lessee will have no recourse for damages against the Corporation which may result from such removal.

The Lessee will furnish the Corporation with such information as may be required to identify the Lessee's vehicle(s). The Corporation reserves the right to re-allocate parking spaces when necessary.

The Lessee shall not assign this Agreement or sublet the parking space allotted to him/her, nor permit any other person to use it for any purpose. This agreement dated the _____ day of _____ 20 _____

Witness

CCC No. 486 – agent

PARTY ROOM RESERVATION FORM

Whenever possible, application for Party Room Rental should be completed two (2) weeks prior to the planned event. Application may only be completed by the Unit Owner or Registered Lessee and must be submitted in person to the Property Manager at the ground floor Board Office during Manager's normal hours on site. Application must be accompanied by required deposit cheque and is subject to approval by the Property Manager, and in some cases the Board of Directors, at their sole discretion.

Name of Applicant: _____ Tenant? Yes ___ No ___ UNIT NO. _____

Telephone: _____

Date Party Room required: _____

Time Party Room required: _____ to _____

Type of activity / event being hosted: _____

Type of music (if any): _____ DJ? Yes ___ No ___

Will Alcohol be served? Yes ___ No ___

No. of guests expected: _____ Will there be children in attendance: Yes ___ No ___

Date of Application: _____

Signature of Applicant (must be signed by Unit Owner or registered Lessee)

CLEANING / DAMAGE DEPOSIT: \$100.00*

Please note that all deposits are held by CCC No. 486 prior to the event and are refundable, in whole or in part, subject to acceptable post event inspection by staff, manager and/or a representative of the Board

RULES AND CONDITIONS FOR PARTY ROOM RENTAL AND USE

RULES OF CONDUCT

- 1) HOURS OF OPERATION: Music to cease by 11:00 p.m.
Party Room to be vacated by 12:00 midnight
- 2) Party Room plus kitchen capacity is limited to 30 people and **participants must not occupy and use the adjacent Pool Area, Changerooms, Leisure Areas, Gym, Hallways or Lobby area.**
- 3) Noise and music are to be kept at a reasonable level which will be determined by the Building Superintendent or any agent of the Licensor or Property Manager in charge of the building for the time being. Excessive noise shall not be repeated or persisted in after a request to discontinue same has been made.
- 4) Guests are to travel directly to and from the Lobby and Party Room in a quiet and orderly manner. Entrance doors to the building and the Party Room are to be kept closed at all time.
- 5) Guests' cars must be parked in visitor parking areas only. Cars parked illegally will be ticketed or towed at the Owner's risk and expense without warning.
- 6) The exercise room and the fitness equipment are not included in any Party Room reservation and are not available to users and guests of the Party Room.

COVENANTS I, _____, Owner / Resident of Unit _____ hereby acknowledge that I have read and understand the Rules as they relate to the rental of the Party Room, that I have received a copy of these Rules and that I do hereby agree as follows:

- 1) To abide by the Rules of Conduct and to assume complete responsibility for my guests' behavior and to ensure that they abide by the Rules of Conduct.
- 2) That I am renting the Party Room for my own use and not for that of other persons and/or organizations in return for monetary consideration and that I shall be in attendance.
- 3) That the Building Superintendent, or any agent of the Licensor or Property Manager in charge of the building for the time being, have the authority to judge whether the party is progressing in accordance with the Rules of Conduct and to terminate the party if necessary.
- 4) That I am fully liable for any damage to the building, Party Room, furniture or furnishings, caused by myself or guests to the party, whether invited or not, which may occur as a result of my use of these facilities and will recompense the Licensor for the amount of assessed damage.
- 4) To pay the following amounts in the form of cheque or money order payable to CCC No. 486 at the time of signing this agreement: **Cleaning Damage Deposit \$100.00. CASH WILL NOT BE ACCEPTED.**

Reserved for Property Manager / Board Approval

Application Interview Conducted on:

Deposit Cheque on hand? Yes ___ No ___

Security Guard Services Required? Yes ___ No ___

If yes – proof of security contract on hand? Yes ___ No ___

APPROVAL GRANTED:

Signature _____

Date _____

Party Room Inspection Report

	Pre Event	Post Event
Party Room		
Floors		
Ceiling		
Walls		
Doors		
Window and window coverings		
Furnishings		
Counter area		
Kitchen		
Floors		
Ceilings		
Walls		
Doors		
Counters		
Cabinetry		
Sink and plumbing fixtures		
Appliances		
Washrooms (Mens / Womens)		
Floors		
Ceilings		
Walls		
Doors		
Mirrors		
Toilet		
Sink and plumbing fixtures		
Other		
Hallways leading to Party Room		
Lobby		
Restricted Areas of Facility (pool, gym, library, etc)		

Reserved for Superintendent / Board Representative
Cleaning Deposit to be returned to applicant? Yes ___ No ___
APPROVAL GRANTED:

Signature _____

Date _____

RULES OF CONDUCT (LICENSEE'S COPY)**18.3 Party Room:**

- 18.3.1 Reservations must be made with the Board and a Party Room Licensing Agreement in the form required by the Board shall be entered into between the Licensee and the Corporation (the "Licensor"). The Licensee must be an owner, a spouse of an occupant-owner or a registered tenant but only with the Owner's agreement as co-licensee. Party Room plus kitchen capacity is limited to thirty (30) people and participants must not occupy and use the adjacent Pool Area, Changerooms, Leisure Area, Gym, Hallways or Lobby Area.
- 18.3.2 A security deposit shall be required in an amount as determined by the Board of Directors, which may be amended from time to time. Providing the room is left in a clean and orderly manner, the full deposit will be returned.
- 18.3.3 The party room and adjacent common elements shall be inspected by an agent of the Corporation immediately prior to the use of the party room, and after the use has terminated. Any damage noted during the re-inspection shall be the responsibility of the Licensee.
- 18.3.4 The Licensee hereby authorizes the Licensor to deduct from the security deposit lodged with it the cost of any repairs. If the cost of such repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of the security deposit shall be assessed against the unit owned or occupied by the Licensee and may be recovered in the same manner as common expenses.
- 18.3.5 Noise and music are to be kept at a reasonable level which will be determined by the Building superintendent or any agent of the Licensor or Condominium Manager in charge of the building at the time of the event. Excessive noise shall not be repeated or persisted in after a request to discontinue same has been made.
- 18.3.6 Attendees are to travel directly to and from the Lobby and Party Room in a quiet and orderly manner, so as to avoid disturbing the quiet enjoyment of the residential units in the vicinity of the leisure facilities. Entrance doors to the building and the Party Room are to be kept closed at all times.
- 18.3.7 Guests' vehicles must be parked in visitors parking areas only. Cars parked illegally will be ticketed or towed at the Owner's risk and expense without further notice.
- 18.3.8 Hours of Operation – Music to cease by eleven (11:00 p.m.) and Party Room to be vacated by midnight (12:00 a.m.)

ELEVATOR RESERVATION AND PRE-MOVE REQUIREMENTS

- 1. Full Name: _____ Suite No. _____
- 2. Moving IN OUT Tenant Owner
- 3. New Address: _____

- 4. Date of move: _____
- 5. Name of moving Company: _____
- 6. Deposit Cheque Received: \$ _____ (Refundable subject to inspection)

\$250.00 DEPOSIT TO BE PAID BY CHEQUE, CERTIFIED CHEQUE OR MONEY ORDER ONLY.
CASH WILL NOT BE ACCEPTED. Please make cheque payable to C.C.C. NO. 486.

Please call 613-228-3311 for moving arrangements. If no one is in the office, kindly leave a message on the answering machine and your call will be returned as soon as possible.

It is understood that a staff member will accompany you just prior to the move to identify any pre-existing damages to the common elements on your move route through Westpark. A staff member will also accompany you after the move to re-inspect for damages which may have occurred during the move. It is hereby acknowledged that the rules appearing on the reverse side of this form constitute a part of this agreement.

 Witness

 Owner / Tenant

TO BE COMPLETED BY STAFF MEMBER ONLY

Damages: YES _____ NO _____

If damages occurred, please describe:

Staff Signature: _____

 No damage occurred during the move and the deposit cheque was returned.

Date: _____

Staff Signature: _____

Cheque returned to:

 Owner / Tenant Signature

ELEVATOR AND MOVING RULES

- 1.1 The Owner must give written notice to the Superintendent, where possible, at least 30 days in advance except in an emergency, of an intended move. Reservations for the use of the service elevator shall be made with the superintendent and are on a first come first serve basis.
- 1.2 Hours of moving shall be strictly observed and are fixed from 09:00 to 17:00 hours, Monday to Friday and on Saturdays from 08:00 to 12:00 noon No moves are permitted on, Sunday or any statutory holiday.
- 1.3 No moving of furniture or any other item which cannot be safely lifted and carried by one person shall be permitted in the stair wells at anytime.
- 1.4 A refundable deposit of \$250.00, payable, bank draft or certified cheque to CCC No. 486, is to be left with the Superintendent or Condominium Manager to cover the cost of possible damage to the common elements incurred during the move. This deposit will be returned less any damage charges, 7 days after the move. The owner will be billed accordingly if damage in excess of \$250.00 occurs. The owner and the person reserving the service elevator hereby authorize the Corporation to deduct from the security deposit lodged with it the cost of any repairs. If the cost of repairs exceeds the amount of the security deposit the full cost of repairs less the amount of the security deposit in the case of a new unit owner moving in shall be assessed against the unit owned or occupied by the person reserving the service elevator as a common element expense.
- 1.5 Owners shall be held responsible if their tenants fail to pay for the \$ \$250.00 deposit in Rule 1.4 and any damages made during the move.
- 1.6 Objects must not be placed in contact with or rested against the mirrors, brass finishes, walls, doors or furnishings in the common element areas.

OTHER REQUIREMENTS

The Superintendent will be present at the start and the end of the move. He will be responsible to:

- a) place the elevator on service;
- b) hang the protective pads in the elevator;
- c) conduct an inspection of the moving route in the company of the Owner/Tenant to identify pre-existing damages and make note of them.

No garbage, furniture or other items may be left behind in the moving room or on any other common elements subsequent to the move. Should any items be found during the outgoing inspection, the Superintendent shall retain the deposit cheque. If the cost of disposal of such items exceeds the amount of the deposit, the Owner/Tenant will be responsible for the difference.

The move must be supervised by a responsible adult acceptable to the Corporation and/or its Manager of failing the above a security guard must be engaged and paid for by the person(s) moving.

All moves must use the rear garage entrance and moving tricks are not allowed on the garage ramp.

FEE SCHEDULE Updated Feb 23, 2017**Administrative**

Late payment of condo fee	\$50.00
NSF cheques/PADs or cheques/PADs returned by bank	\$50.00
Interest Charge on accounts in arrears.....	5% over prime compounded monthly
Charge for missed appointments with contractors	Full Cost of Visit
Re-print of the Residents' Manual.....	\$15.00

FOBs / Remotes

Replacement of lost FOB or additional FOB.....	\$60.00
Replacement of lost Remote or additional Remote.....	\$60.00

Access Keys

Replacement common element keys	\$25.00
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Legal Fees

Collection of overdue accounts/enforcement of Rules/Policies.....	Charged back to Unit
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Damage Deposits

Elevator Damage Deposit **.....	\$250.00
Party Room Damage Deposit **	\$100.00

Visitor Parking Fees

Per week after 72 consecutive hours.....	\$20.00
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Exterior parking Spaces - Electrical Hook-up

In addition to Visitor parking fees as noted above, a fee shall be charged for electrical hook-up of vehicles and/or trailers. Fee to be calculated based on actual readings of kilowatt hours used (electricity meter to be supplied by the Corporation) minimum of \$20 per week

Monthly Parking Rental

Exterior Parking space	\$50.00
------------------------------	---------

Window Roller Replacement / Window and Patio Door Maintenance

For materials only* - Window rollers (each) - (each window requires two rollers).....	\$15.00
For materials only* - Patio screen rollers (each) - (each patio screen requires two rollers)	\$20.00
For materials only* - Glass patio door rollers (each) – (each door requires two rollers).....	\$25.00

*Note – Since this is a unit owner responsibility, when staff time is available, staff may perform the installation free of charge – however, when staff time is not available, upon prior notice to the Owner, the work will be contracted out and in this instances, all labour costs and applicable taxes will be charged back against the unit owner.

Replacement of patio door rollers, all window sliders and all weather stripping.....Cost of contractor's call (estimated at between \$1700 and \$2000 per unit, dependent upon size of unit)

Screen Repairs

Living room screen / Bedroom screen	\$15.00
Patio Door.....	\$30.00

HVAC Pleated Filters (each)

11.5 x 33 x 1	20.00
11.5 x 39 x 1	20.00

Smoke Detector

Replacement smoke detector.....	\$30.00
---------------------------------	---------

** Refundable, subject to satisfactory inspection