RULES AND REGULATIONS

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 678

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RULES AND REGULATIONS

OF OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 678 [the "Corporation"]

The following rules and any amended or new rules ["**Rules**"] made pursuant to the *Condominium Act, 1998*, S.O. 1998, c. 19, as amended [the "**Act**"], shall be observed by all owners and any other person(s) occupying or visiting the unit or premises, including, without limitation, family members, household members, residents, tenants and by all guests, invitees, licensees, customers and employees.

The terms used in these Rules shall have the same meaning as the terms in the Act, unless otherwise defined in these Rules. These Rules shall be read with all changes in number and gender required by context. The headings in these Rules form no part of the Rules and have been inserted for convenience of reference only.

In these Rules "Property Manager" means the individual or company appointed by the Corporation to manage the property and assets of the Corporation and includes any employee or agent thereof.

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, invitees, licensees, servants, agents and persons having business with them.

1. GENERAL

Use of the common elements and units shall be subject to the Rules which the Board of Directors of the Corporation [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 units.

Any and all losses, costs or damages incurred by the Corporation (including without limitation, legal costs) by reason of a breach of any provision of the Act or the Declaration, By-laws and Rules of the Corporation, by any owner, or by the residents or tenants of the owner's unit or their respective families, guests, visitors, invitees, licensees, servants, agents and persons having business with, or visiting, them, shall be borne and/or paid for by owner of the unit and may be recovered by the Corporation against such owner in the same manner as common expenses, which shall include the registration of a lien.

No immoral, improper, offensive or unlawful use shall be made of any unit, common elements or Corporation's property. All federal and provincial laws and regulations, municipal by-laws and ordinances, and all rules, regulations and codes of all government regulatory agencies having jurisdiction shall be strictly observed.

All owners, residents, board members, management, employees of the Corporation or contractors retained by the Corporation must be treated in a respectful manner. The Corporation will not tolerate offensive and rude behaviour under any circumstances.

Each owner and/or resident of the Corporation shall be responsible for the acts and/or omissions of their family members, tenants, guests, invitees and employees or agents which

may be in contravention of the Act or the Declaration, By-laws and Rules of the Corporation.

It is up to the Board to determine what action will be taken to enforce any Rule. At any time the Board may retain the services of legal counsel to enforce compliance with the Rules.

2. USE AND ENJOYMENT

No one shall do anything or permit anything to be done which may or does disturb, annoy or interfere with the comfort or quiet enjoyment of the units or common elements by other owners and residents. No one shall obstruct or interfere with the rights of any owners.

No noise, odors, annoyance or interference shall be permitted to be transmitted from or made from one unit to another, from one balcony to another or to the common elements. If the Board determines, in its sole and exclusive discretion, that any noise, odor, annoyance or interference is being transmitted to another unit, balcony or common elements and that such noise odor, annoyance or interference is an annoyance, a nuisance or is disruptive, then the owner or tenant of the unit from which the noise odor, annoyance or interference originates shall, at his expense, take such steps as shall be necessary to stop such noise odor, annoyance or interference to the satisfaction of the Board. If the owner of such unit fails to stop the noise odor, annoyance or interference, the Board shall take such steps as it deems necessary to stop the noise odor, annoyance or interference and the owner shall be liable to the Corporation for all expenses thereby incurred in stopping the noise odor, annoyance or interference.

Any repairs to a unit shall be made only during reasonable hours as stipulated by the Board. Except in the event of emergency, any repairs carried out by the Corporation to the units or common elements shall be made only during reasonable hours.

No one shall permit smoke, including second-hand smoke, to interfere with residents in other units or in the common elements. If the Board determines in its sole and exclusive discretion that smoke is being transmitted to another unit or the common elements, the Board may require the owner of the unit from which the smoke emanates to take whatever steps are required to rectify the problem to the satisfaction of the Board. Without limiting the generality of the foregoing, these steps could include the owner installing at his own cost, adequate ventilation of his unit to stop the smoke penetration, in which case the owner shall be required to enter into an alteration agreement with the Corporation. If the owner of such unit fails to abate the smoke, the Board shall take such steps as it deems necessary to stop the smoke and the owner shall be liable to the Corporation for all expenses thereby incurred in abating the smoke.

No owner shall injure, harass, threaten, annoy, or initiate any defamatory, threatening, hateful or discriminatory statement or action, or participate in any illegal activity or harmful conduct toward any owner, resident, Board member or towards the Property Manager or any permanent or temporary employee of either the Corporation or the Property Manager. Harassment consists of any verbal or written statement, action, or behavior which is intimidating, threatening, violent or which causes physical or psychological harm, fear, humiliation or embarrassment, objectively determined on a reasonable basis, including any statement, action or behavior which a person knows or reasonably ought to know would be unwelcomed and offensive, including, without limitation, any verbal abuse, insulting comment, joke, gesture, conduct or touching.

No auction sales or public events shall be allowed in any unit or common elements without written approval of the Board.

The use or storage of firecrackers or other fireworks or pyrotechnics are not permitted in any unit or on the common elements.

No solicitation, canvassing or delivery of flyers is allowed except for the distribution of election

materials by candidates and their authorized representatives for election to the House of Commons, the legislative assembly or an office in municipal government or the school board.

3. SECURITY

3.1 Suspicious activity or person(s)

Residents are to immediately report any suspicious activity or person(s) seen on the property to the Property Manager or its staff.

3.2 Keys, access fobs and garage openers

No duplication of keys or fobs shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys or fobs shall be provided to the Board at all times.

Under no circumstances shall building access fobs or common element keys be made available to anyone other than an owner or resident unless authorized by the Board.

No owner shall receive more than one (1) garage opener for each parking unit and up to three (3) fobs and (1) locker room key per residential unit without the prior approval of the Board. Lost, missing or stolen access fobs should be promptly reported to the Property Manager. The Corporation shall be entitled to charge a fee for replacement fobs, garage openers and locker room keys.

3.3 Access

Building access doors shall not be left unlocked or wedged open for any reason.

No owner or resident shall place or cause to be placed on the doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the master lock systems on the property and a copy of each new key must be delivered to the Property Manager.

Owners and residents shall not permit entry to the building (by holding doors open) for anybody they do not personally recognize as a current owner or resident.

3.4 Delivery of items

Prior to leaving a residential unit for any extended period of time, each resident shall arrange to stop delivery of newspapers and any other deliveries. Newspapers and other items delivered to a residential unit and not picked up after a reasonable time may be removed, and disposed of, by the Property Manager.

3.5 Garage Doors

The Corporation or Board or Property Manager is not responsible for any damage to a vehicle that is damaged by the garage door or any other object or vehicle, in or on the premises. The Corporation or Board may pursue the owner or resident for any damage to the premises by owners, residents, occupants or their families, guests, visitors, invitees, licensees, servants, agents or persons having business with them.

No one shall follow another vehicle in or out of the garage without using a garage opener.

3.6 Video Channel of Entrance

Residents can view the lobby entrance from their cable channel (channel number 69 or 998, on digital cable). It is recommended to verify the identity of a visitor before allowing someone to enter the premises. If you cannot view the lobby on your television, contact the Property Manager for assistance.

4. SAFETY

No storage of any combustible, dangerous or offensive goods, provisions or materials shall be permitted in any of the units, common elements or lockers.

No propane tank, natural gas tank or outdoor heaters shall be kept in the units or exclusive use common elements.

Owners and residents shall not overload existing electrical circuits.

Water shall not be left running unless in actual use.

Nothing shall be thrown out of the windows or the doors of the units or from the balconies.

No barbecues shall be used or stored indoors, on balconies, patios or terraces.

No owner or resident shall do anything to its unit or bring or keep anything in its unit which could in any way increase the risk of fire.

Smoking is prohibited in all common elements except for those outdoor common elements as may be designated as a smoking area by the Board, in compliance with all applicable laws and by-laws. Without limiting the foregoing, smoking is not permitted in the lobby, hallways, corridors, stairwells, elevators, entrances and in the parking garage.

No burning cigarettes, cigars, ashes or other potential fire hazards shall be placed in the garbage chute, in any common areas or thrown off balconies and/or patios.

Each owner shall install and maintain a smoke alarm in their residential unit. Owners and residents are not allowed to tamper in any way, or paint over, any of the smoke /fire detectors or alarms.

No one shall excessively accumulate anything in a unit to the extent that the same may constitute a fire, health or safety hazard.

5. COMMON ELEMENTS

No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property. Common elements and exclusive use common elements shall be kept clean and in orderly condition at all times.

No outside painting shall be done to the exterior of the units, railings, doors, windows, glass or any other part of the common elements.

The passageways and walkways which are part of the common elements shall not be obstructed by anyone or anything, or used for any purpose other than for ingress and egress to and from a unit or some other part of the common elements. No door mats shall be put at the entrance of the individual units.

Any physical damage to the common elements caused by any owner or resident or their respective their families, guests, visitors, invitees, licensees, servants, agents or persons having business with them shall be repaired at the expense of the owner by the Corporation, or if the Corporation elects, by the owner by arrangement and under the direction of the Corporation.

No building, structure or tent shall be erected, placed, located, kept or maintained on the common elements, except as may be permitted in exclusive use common areas in accordance with the Corporation's Declaration, By-laws or these Rules and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements.

Children are not permitted to play in the lobby, hallways, corridors, stairwells, elevators, entrances and in the parking garage. They must be accompanied and supervised at all times when in such common elements.

6. BALCONIES, PATIOS, TERRACES (EXCLUSIVE USE COMMON ELEMENTS)

No hanging or drying of clothes is allowed on any exclusive use balcony, patio or terrace.

Balcony and patios shall not be used for the storage of any goods, materials or bicycles.

Only seasonal furniture is allowed on exclusive use balconies, patios and terraces. All such items shall be safely secured in order to prevent such items from being blown away by high winds. All furniture must be removed over the winter months.

No one shall install carpet, tile or other floor covering on any balcony, terrace, patio or other exclusive use common elements.

No one shall do or permit to be done on any exclusive use balcony, patio or terrace anything which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other owners or residents.

No awnings, shades, umbrellas or structures shall be erected over or outside of balconies, patios, terraces without the prior consent of the Board or as otherwise permitted in the Declaration.

No mops, brooms, dusters, rugs or bedding shall be stored, shaken or beaten from any window, door, balcony or any part of the common elements over which an owner has exclusive use, or stored on any part of common elements.

7. RESIDENTIAL UNITS

The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, litter or other substances shall be thrown therein. The cost of repairing damage whether to the owner's unit, the common elements or other units, resulting from misuse or from unusual or unreasonable use of the plumbing system shall be borne by the owner of the unit, in which the plumbing system was misused or used unusually or unreasonably.

No one shall make any plumbing, electrical, mechanical or television cable alteration in or to the unit without the prior consent of the Board and without having entered into an alteration agreement with the Corporation.

No garburators shall be installed in any unit.

No owner shall make any structural change or structural alteration in or to any unit, without the prior written consent of the Board and any architect and/or engineer appointed by the Board to review such changes or alterations, in this regard and the owner shall be responsible for all of the costs charged by such architect and/or engineer.

No owner of a unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in or to his unit or the exclusive use portions of the common elements other than those that are required in order for the owner to maintain the unit or the exclusive use portions of the common elements pursuant to the Declaration without the prior written consent of the Board, which consent may be withheld at the sole discretion of the Board and subject to any conditions as the Board may deem relevant.

All changes, modifications and alterations to a unit or the exclusive use portions of the common elements shall be carried out in compliance with the Corporation's Declaration, By-Laws and Rules, any alteration agreement entered into by the owner and the Corporation and the Board's then current renovation policy.

No one shall overload existing electrical circuits in any unit and shall not alter in any way the amperage or voltage of the existing circuit breakers in any unit.

Units shall be used only for such purposes as provided for in the Corporation's Declaration and in accordance with these Rules.

No one shall erect anything on the walls of a unit that may encroach on the common elements, without the prior written approval of the Board.

All owners shall ensure that the air conditioning and heating units are serviced by a qualified contractor a minimum of every 2 years and shall provide proof thereof to the management office.

No owner or resident shall permit an infestation of pests, insects, vermin or rodents to exist at any time in the unit or common elements. Owners and residents shall immediately report to the Property Manager all incidents of pests, insects, vermin or rodents. Upon receipt of written notice, each owner and/or resident shall permit entry into his unit for the purpose of conducting pest control operations. All owners and residents shall prepare the unit in the manner prescribed in the notice and shall co-operate to carry out the full extent of this

Rule.

An owner may install a hard surface floor in his unit provided that a noise abatement underlay is installed with a Recommended Isolation Level (11c rating) of not less than 60* (*Impact Insulation Class), and the Board provides its prior written consent to such approval. The Board's approval is conditional on the owner entering into an alteration agreement with the Corporation. In the event that, as a result of the installation of a hard surface floor, the use and enjoyment of a neighbouring unit is affected by the transmission of noise, vibration or any other annoyance, the owner shall take forthwith, at the owner's cost, whatever steps are required and necessary to remedy the situation and to ensure full compliance with the Act, Declaration, By-Laws and with the section(s) of the Rules pertaining to use and enjoyment.

8. TENANCY OCCUPATION

No unit shall be occupied under a lease unless the owner has delivered to the Corporation, within thirty (30) days of entering into the lease, a completed Tenant Information Form in accordance with **Schedule "A"** attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with **Schedule "B"** attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself. An up-to-date Tenant Information Form must be completed and submitted to the Property Manager promptly after any change.

The foregoing documentation shall be supplied promptly without charge to and without request for same by the Corporation.

In the event that the owner of a residential unit fails to provide the foregoing documentation prior to the commencement date of the tenancy, any person or persons intending to reside in the owner's unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the owner fully comply with the within Rules and the Act.

Within seven (7) days of ceasing to rent his unit (or within seven (7) days of being advised that his tenant has vacated or abandoned the unit, as the case may be), the owner shall notify the Corporation in writing that the unit is no longer rented, and the owner shall be personally responsible to the Corporation for the return of any keys, fobs, parking garage remote control device or similar means of access initially provided to such tenant, and for any costs incurred by the Corporation by reason of the owner's failure to comply with this rule.

No lease shall be for a period of less than three (3) months without the approval of the Board, which approval may be withheld in its absolute discretion.

All owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenant(s) and the costs thereof will be charged to the owner.

During the period of occupancy by a tenant, the owner shall have no right to use any recreational facility.

Owners are responsible to ensure that their tenants comply with the Act, the Declaration, the By-laws and the within Rules. However, any owner leasing a unit shall not be relieved of any of the owner's obligations under the Act, the Declaration, the By-laws and the within Rules. Upon entering into a lease, the owner shall provide the tenant with a copy of the Corporation's Declaration, By-laws and Rules.

The owner shall supply to the Board, the owner's current address and telephone number during the period of occupancy by the tenant.

9. GARBAGE DISPOSAL AND RECYCLING

9.1 Garbage Chute

No garbage shall be placed in the garbage chute between the hours of 11:00 p.m. and 07:00 a.m.

Loose garbage is not to be deposited in the garbage chute or in the garbage room. All garbage must first be properly bound, packaged or double-bagged to prevent mess, odours and disintegration during its fall down the garbage chute.

Nothing shall be placed in any garbage chute which may result in blockage of the chute.

No items whatsoever shall be left on the floor outside the garbage chute.

All large objects which may block the garbage chute shall be stored in such area designated by the Board.

No flammable materials or liquids may be placed in the garbage chute. These items include, but are not limited to batteries, electronic, cigarettes, ashes, firecrackers or any pyrotechnics.

9.2 Recycling

All recyclable materials such as newspapers, magazines, cardboard boxes and bottles shall be securely bound and placed only in designated recycling bins in the garbage area. Such items shall not be left outside the dwelling unit or in the garbage chute area or on any balcony, patios or terrace areas.

9.3 Large items

Boxes or large cardboard shall not be put in the garbage chute. These articles must be taken to the recycling bins located in the garbage area. Boxes should be broken down and tied in bundles and placed in the appropriate bin. Owners/residents must make arrangements with delivery companies for the disposal of any packaging used to transport or deliver bulky items, furniture or appliances.

Owners/residents must make arrangements for disposal of furniture or appliances such as mattresses, chesterfields, appliances and other large items. No such item shall be left in any common element area, including exclusive use areas and the parking garage.

10. PARKING

10.1 General

For the purpose of these Rules, the term “motor vehicle" means a private passenger automobile, motorcycle, sports utility vehicle and light truck less than three-quarter (3/4) ton. Motorcycles are required to park on a parking pad approved by the Property Management so as to ensure that the floor is not damaged.

Each parking unit shall be used and occupied only for the parking of one (1) motor vehicle by the owner of the parking unit or anyone authorized by the owner to park in the owner’s parking unit, which cannot exceed the limit of the parking spot.

No trailer, boat, canoe, kayak, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements or in any parking unit.

No parking units shall be used for storage purposes.

No one shall wash their motor vehicle in the parking garage.

Parking is prohibited in any area other than a parking unit and specifically prohibited in the following areas:

a) fire zones;

b) traffic lanes;

c) entranceways;

d) delivery and garbage areas; and,

e) roadways.

Every driver of a motor vehicle on the property shall comply with all posted signs, directions and speed limits. It is forbidden to leave a motor vehicle running while unattended.

No person shall place, leave, park or permit to be placed, left or parked in any parking unit or in any visitor parking spaces any motor vehicle which, in the opinion of the Property Manager or the Board, may pose a security or safety risk, either caused by its size, the length of its unattended stay, its physical condition or appearance or its potential damage to the property. Upon seventy-two (72) hours written notice from the Property Manager, such vehicle shall be removed from the property at the expense of the owner. If a motor vehicle is left standing in a parking space or upon the common elements and is unlicensed or unregistered with the Property Manager, the vehicle may be towed without notice to the owner and at the Owner’s expense.

Motorcycles shall be licensed and equipped with the most recent noise and pollution control devices and operated in a manner so as not to disturb any owners.

Anyone who parks or uses a motor vehicle in contravention of these Rules, shall be liable to be fined or to have his motor vehicle tagged and/or towed from the property at the owner’s

and/or resident's sole cost and expenses. The Corporation, its employees and/or the Property Manager shall not be liable for any damage to same and/or to personal belongings within.

No motor vehicle having a propane or natural gas propulsion system shall be parked in a parking unit or in the common elements.

No oil change, lubrication, service or repairs shall be made to any motor vehicle parked in any parking unit or in the common elements, unless it is of an emergency nature and necessary to allow the vehicle to be removed for further repairs.

The electrical outlets in the garage are not to be used by residents. No one shall plug in or cause to be plugged into an electrical outlet any device such as, but without being limited to, any car, electric scooter, in-car block heater.

No unit owner or occupant shall install, or cause or permit to be installed an enclosure of any kind whatsoever upon, near, above, under or around a parking unit.

10.2 Registration and leasing

All motor vehicles operated by owners must be registered with the Property Manager. Each owner shall provide to the Property Manager the licence plate number of all motor vehicles driven by residents of that unit.

10.3 Leasing

Parking spots can only be rented to people residing at 570 Laurier Avenue, Ottawa, Ontario, K1R 1C8, as determined by the Board or Property Manager. Renting to outsiders is not permitted.

No owner shall lease his/her parking unit except in compliance with the Act, the Corporation's Declaration, By-laws and Rules.

10.4 Moving vans and delivery vehicles

All moving vans and delivery vehicles are required to provide the following information to the Property Manager:

a) the driver's name;

b) the driver's company;

c) the licence plate number of the vehicle;

d) proof of insurance;

e) the name and unit number for delivery; and

f) the arrival and departure time.

11. BICYCLES

11.1 General

Bicycles and other recreational devices employing wheels shall not be stored or parked on any part of the common elements not designated for bicycle storage, including vehicle parking spaces, balconies, terraces and patios.

Bicycles may not be brought into or used in the elevators and may not be stored, taken to or left in a residential unit.

Bicycles are not permitted to be taken through the main lobby, hallways, corridors, staircases or any common elements in the interior of the building.

All bicycles are to be parked and/or stored in the bicycle racks or lockers installed by the Corporation or storage units.

The Corporation will not be responsible for loss or damage to bicycles or attachments.

No servicing or repairs shall be made to any bicycle in the common elements.

Residents authorized to use racks installed by the Corporation will provide their own locks.

All bicycles must be registered with management and display the proper registration sticker.

11.2 Assignment

If you have a bicycle, please contact the Property Manager to obtain your registration tag.

Since bicycle parking is limited, space will be allocated on a first come, first serve basis.

11.3 Access

Access will be obtained to underground bicycle racks by using the resident's garage or the east side door on the first floor. Residents may not use the service elevator, stairs or lobby while taking the bicycles in and from the garage. Residents must walk their bicycles up and down the parking ramp at their own risk.

11.4 Unauthorized, unclaimed or abandoned

Any bicycles chained to posts, fences, or rails located throughout the common elements, or unauthorized bicycles stored at or using Corporation's racks will be forcibly removed, impounded and/or disposed of at the owner's risk and expense.

Unclaimed or abandoned bicycles will be disposed of following a three (3) month holding period.

12. STORAGE UNITS

All stored articles must be placed within individual storage units and no storage is permitted on top of storage units or in the hallways.

No stores of coal, propane or natural gas tank or any combustible materials or offensive, dangerous or flammable goods, provisions or materials or any food shall be stored in any storage units.

Storage units shall not be used as workshop areas or for any purpose other than for storage.

13. PETS

No animal, livestock or fowl other than those pets as defined and in the numbers set out in these Rules shall be kept on the property. No pet that is deemed, by the Property Manager or the Board (in their absolute discretion) to be a nuisance, cause harm or interfere with the use and enjoyment by owners and residents shall be kept by any owner or resident in or on any part of the property.

For the purpose of the restriction upon the use and occupation of dwelling units, the term "household pet" shall mean a caged bird, aquarium fish, one (1) domestic cat or one (1) domestic dog not exceeding twenty (20) pounds in weight (or that will not exceed twenty (20) pounds in weight when fully grown), with the sole exception of a guide dog within the meaning of the *Blind Person's Rights Act* of Ontario.

Every dog and cat must wear a collar with an identification of its owner when allowed on common facilities. Such identification shall include proof of current rabies inoculation.

No pet will be permitted outside of the unit or anywhere upon the common elements, except in the custody of the pet owner or other responsible adult, on a leash not to exceed three feet in length (for cats and dogs) or while being carried.

No pet will be permitted to run loose upon the common elements and any pet so found shall be reported to the Animal Control Authorities and declared a nuisance pet.

Anyone whose pet defecates on the common elements must immediately remove such excrement and deposit same in a plastic bag and in appropriate disposal units. Failure to comply shall carry a fee determine by the Board from time to time for removal of excrement from the property, or the actual cost incurred, chargeable against the owner in whose unit the pet is resident or which the pet is visiting and such charge shall be collectable in the same manner as common expenses.

No pet shall be permitted to cause any damage to the common elements or litter, dirty, mutilate or destroy the common elements or any of the landscaping, including grass, trees, shrubs, hedges or flowers. Any costs to remedy any damage to the common elements, caused by a pet, including any damage caused by cleaning, chemicals or other such materials used in the attempt to remedy damage caused by a pet, will be the responsibility of the owner in whose unit the pet resides or where the pet is visiting and such costs shall be collectable in the same manner as common expenses.

No resident shall permit any pet to bark, howl or cause a noise or disturbance which disturbs the comfort or quiet enjoyment of the property by other residents.

All complaints regarding pets must be submitted to the Property Manager in writing and be signed. It should include details of the nature of the complaint and sufficient information to identify the violator of these Rules, if possible.

Any pet deemed by the Property Manager or the Board in their absolute discretion to be a nuisance shall be permanently removed from the property and the unit within two (2) weeks of receipt of a written notice from the Property Manager requesting removal of such pet.

14. RECREATION FACILITIES

14.1 General

The recreational facilities include a fitness room, change rooms and a swimming pool.

All recreational facilities are unsupervised and used at the individual user's risk. The Corporation and its employees and agents, the Board and the Property Manager are not responsible for lost, stolen or damaged personal property or for any injury, illness, accident or death in or pertaining to the use of the recreational facilities, howsoever caused.

Children under twelve (12) years of age must not be left unattended in any of the recreational facilities.

No pets are permitted in any of the recreational facilities.

Owners and residents using recreational facilities are fully liable for any damages that they or their guests cause. All costs incurred by the Corporation will be recovered from either the individual responsible or the unit owner or resident and may be recovered by the Corporation from the unit owner in the same manner as common expenses.

Owners and residents shall ensure that their guests or visitors obey the Rules of the Corporation.

As there are no medical facilities available in the building, those on medication, with respiratory, heart problems or other physical disabilities are urged to consult a physician before using any of the recreational facilities.

Food and beverages are prohibited in the swimming pool and fitness room, except for water in an unbreakable container.

Smoking is prohibited in or on all the recreational facilities, except in designated smoking areas, as determined by the Board in its sole and absolute discretion from time to time.

No one shall use the recreational facilities while under the influence of alcohol, tranquillizers or other drugs that can cause drowsiness or reduced awareness.

Appropriate attire, including shoes, shirts, pants or shorts is to be worn at all times.

Footwear and attire consistent with normal public street wear must be worn in transit between the residential units and the recreational facilities, including the elevators, at all times. Cover-ups, towels, robes and swimwear are not acceptable.

Any member of the Board or the Property Manager and its employees may restrict entry to the recreational facilities and remove any person who fails to comply with the Rules. They may also request from individuals using the recreational facilities, proof of identity as well as proof of age in the case of young persons.

Non-resident owners are prohibited from using the recreational facilities.

Under no circumstances is access to the recreational facilities to be given to a non-resident to

allow free access to these areas.

14.2 Fitness Room

The Fitness Room is open 24 hours a day, except where otherwise determined by the Board from time to time.

The fitness room and all exercise equipment are used at the individual's own risk. The Corporation and its employees and agents, the Board and the Property Manager are not responsible for lost, stolen or damaged personal property or for any injury, illness accident or death in or pertaining to the use of the fitness centre.

Proper clothing and sport shoes shall be worn at all times.

Only equipment and supplies provided by the Corporation are permitted to be stored in the fitness room. If a person's exercise program requires the use of other items, they must be removed after use.

For health and personal safety reasons, children less than twelve (12) years of age are not permitted to use the exercise equipment in the fitness room.

Children under sixteen (16) years of age must be accompanied by an adult, eighteen years of age or older at all times.

All exercise equipment is to remain in its fixed position and shall not be taken out of the exercise room for any reason.

The fitness equipment is to be wiped down after each use and all equipment to be left in the same condition as the individual found it

Radios, CD players and other personal entertainment devices may only be used with earphones or headsets.

Free weights must be returned to their racks after use. Loud noises must be avoided when returning the free weights to their racks.

All equipment must be cleaned from perspiration after use.

14.3 Swimming Pool

The Swimming pool is open 24 hours a day, except where determined by the Board from time to time.

The maximum number of bathers permitted on the deck and in the pool at all times is eighteen (18).

The swimming pool is unsupervised and used at the individual's risk. The Corporation and its employees and agents, the Board and the Property Manager are not responsible for lost, stolen or damaged personal property or for any injury, illness, accident or death.

The pool is unsupervised. **Bathers under twelve (12) years of age are not allowed within the**

pool enclosure unless accompanied by a parent or his/her agent who is not less than sixteen years of age. Children permitted to use the swimming pool must have constant supervision of the resident parent or resident adult guardian, provided there are no more than two children for each parent/guardian present.

No person infected with a communicable disease or having open sores on the body shall enter the swimming pool.

No person shall bring a glass container into the pool area.

No person shall pollute the water in the swimming pool in any manner; spitting, spouting of water and blowing the nose in the pool or on the deck are prohibited.

No person shall engage in boisterous play in or about the swimming pool. Diving or jumping into the pool is prohibited.

Each bather shall take a shower using warm water and soap and thoroughly rinse off all soap before entering or re-entering the deck or swimming pool.

Residents should ensure that children using the pool have used washroom facilities prior to entering the pool. Children lacking toilet training shall not be permitted to use the swimming pool unless wearing appropriate swim pants specifically designed for this purpose. The changing of diapers anywhere near the swimming pool area is not permitted.

Proper swimming attire must be worn in the swimming pool. Cut-off shorts are not considered proper attire. Street shoes may not be worn in the pool deck area.

Bathing caps are required for users with hair reaching the shoulders or longer.

Lifesaving equipment is for emergency use only and is not to be tampered with or used for any other purpose at any time.

Bathers must remove wet swim suits or dry off completely before leaving the change rooms, while also observing the general dress rules. Suitable footwear should be worn at all times.

If provided, chairs and lounge chairs are for indoor use only and may not be taken out of the swimming pool enclosure.

Sun tan oils, lotions, creams, grease or other such preparations must be washed off thoroughly before entry or re-entry into the swimming pool.

Approved therapeutic flotation equipment may be used at the discretion of the Board.
Skin and scuba diving gear, with the exception of flotation devices, are not permitted in the swimming pool.

Buckets, containers, glass and newspapers are not allowed in the swimming pool area.

Food or beverage consumption is not permitted in the swimming pool or swimming pool area.

15. GUEST SUITE

There is a guest suite located on the first floor, which is available for the convenience and use of owners and residents' guests who may also use the recreational facilities when accompanied by a resident.

Owners and residents are responsible to ensure that their guests comply with the Act, the Declaration, the By-laws and the within Rules.

15.1 Reservations

The guest suite is available on a "first come" basis. Any owner and/or resident wishing to reserve a guest suite shall contact the Property Manager to reserve the use of the guest suite.

Advance signing of the guest suite agreement and full payment, by cheque post-dated to the first date of occupancy or money order, is required. Cheques are to be made payable to the Corporation and must be delivered to the Property Manager at the time of booking. The rate for the use the suite is set by the Board.

15.2 Keys

The guest suite key should be picked up from the Property Manager or the Superintendent by the owner or resident making the reservation. Upon leaving, the guest is to leave the key with the Property Manager, the Superintendant or on the coffee table inside the suite.

There is a replacement charge for a lost key, fob or key chain, as well as for the changing of the suite door lock. This charge is set by the Board from time to time to cover the costs involved.

15.3 Check-in and check-out time

Check-in time is 2:00 p.m. and check-out time is 11:00 a.m, unless otherwise approved by the Board from time to time.

Suites will be cleaned before taking occupancy, with sheets and towels provided. Additional fees are applicable if the guest wants the sheets and towels changed during the stay. Such request should be made at the time of booking and applicable fees paid before occupancy.

The resident who booked the guest suite and the owner of the unit in which the resident resides are responsible for any missing articles and for any damage caused to the suite during the period of occupancy by the guest and the costs thereof may be collected from the owner in the same manner as common expenses. An inspection of the suite by the resident, accompanied by Management or the Superintendant, is recommended prior to the guest occupying the suite, and at the end of the guest's stay.

CANCELLATION POLICY: The rental fee will not be refunded when a booking is cancelled less than forty eight (48) hours of the booking date.

The owner and/or resident reserving the guest suite shall ensure that his/her guest(s) are familiar with the rules of the Corporation and such owner and/or resident shall be responsible for the conduct of his/her guest(s).

Problems within the Guest Suite(s) are to be reported to the Property Manager.

No provisions are made for infants. Users of the guest suite must provide suitable sleeping facilities for infants.

No pets allowed in the guest suite.

No cooking or smoking is allowed in the guest suite. Failure to comply shall carry additional charges to have the suite cleaned.

16. ELEVATORS AND MOVING

Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose [the "**service elevator**"] by the Board.

Reservations of an elevator must be made with Property Management.

The service elevator shall be used for the delivery of any goods, services or home furnishings where the pads to protect the elevators should be installed if required by the Property Manager in its sole discretion. The time and date for moving or delivery shall be fixed in advance by arrangement and reservation with the Property Manager. The reservation shall be for a period not exceeding four (4) hours unless authorized by the Property Manager. Elevator reservations are accepted on a “first come, first served” basis. An elevator reservation agreement shall be signed when reserving the service elevator.

Moving and deliveries shall be permitted only between the hours of 9:00 a.m. to 4:00 p.m. Monday to Saturday inclusive and shall not take place on public holidays.

A refundable security/damage deposit in such amounts as determined by the Board from time to time, payable to the Corporation by cheque shall be given to the Property Manager when making the reservation and signing the elevator reservation agreement.

It shall be the responsibility of the resident reserving the service elevator to notify the Property Manager or superintendent and to request an inspection of the service elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the resident reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and adjacent common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the resident who reserved the service elevator and the owner of the unit in which the resident resides and may be recovered by the Corporation from the owner of the unit in the same manner as common expenses. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the Property Manager as soon as possible following the moving or damage and the parties responsible shall be advised.

The owner and the person reserving the elevator shall be liable for the full cost of repairs to any damage to the service elevators and any part of the common elements caused by the moving of furniture or equipment into or out of the unit or the delivery of goods, services and home furnishings or equipment into or out of the unit. The Corporation shall have the right to withhold all or part of the security/damage deposit as deems necessary for payment of any damages sustained. If the cost of repairs is less than the amount of the security/damage deposit, the balance shall be returned to the resident who paid the deposit. If the cost of repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of security/damage deposit and may be recovered by the Corporation from the owner of the unit in the same manner as common expenses.

During the term of the reservation and while any exterior doors are in an open condition, the owner or resident reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.

Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation. All furniture and boxes shall be taken directly from the service elevator to the unit

or from the unit to the service elevator. Nothing shall be placed or left in the hallway.

The elevator shall not be kept on service mode unless in actual use.

Upon moving from a unit, the owner or resident vacating the unit shall surrender all common element keys and any garage access devices in his possession to the Property Manager. The Corporation shall, have the right to withhold any security deposit in its possession until same have been surrendered.

Purchasers or tenants of a unit shall register with the Property Manager prior to the move in date at which time arrangements will be made for delivery of the common element keys and any garage access devices.

17. OWNERS' CONTRACTORS, TRADE AND SERVICE PERSONNEL

No contractor, trade or service personnel may or shall enter upon the property to perform any work or services in or about any unit or any exclusive use common elements that may or will affect the common elements or common building services unless such persons or firms are:

a) retained directly by the Corporation; or

b) employed by a unit owner in circumstances where:

(i) the intended performance of work and/or services in or about a unit has first been approved, in writing, by the Board;

(ii) the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction;

(iii) the owner of the unit has provided to the Corporation a deposit as determined by the Board to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and,

(iv) the unit owner has entered into a written alteration agreement with the Corporation which will include an undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the unit owner's contractor, trade or service personnel including any resulting damage to the common elements or to common building services which arises during or following completion of the work. Any such expenses, damages and costs may be collected by the Corporation from the unit owner in the same manner as common expenses.

18. SCHEDULE "A"

Tenant Information Form

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 678

Municipal Address: _____

Unit:_____

Landlord's Name: _____

Landlord's Permanent Address: _____

Landlord's Telephone Number: _____

Term of Lease: _____ years: _____

Commencement Date: _____

Attach a copy of the application/offer to lease and the lease, or a summary of the Lease in accordance with Form 5 of Regulation 49/01 of the Act.

Tenant's Full Name: _____

Vehicle Plate Number: _____

Number of Occupants: Adults: _____ Children:_____ Total: _____

Adults' Full Names:_____

_____

Children's Full Names: _____ Age: _____

_____ Age: _____

Tenant's Present Address: _____

_____

Tenant's Home Telephone Number: _____

Tenant's Business and/or Cellular Telephone Number: _____

Name of Nearest Relative/Emergency contact: _____

Relationship: _____

Telephone Number: _____

DATED at _____this _____day of _____, 20___

_____
Tenant's Signature

DATED at _____this _____day of _____, 20___

_____
Owner's Signature

19. SCHEDULE "B"

Tenant's Undertaking and Acknowledgment

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 678
[the "Corporation"]

I/WE,_____ the undersigned, as tenant(s) of Unit _____, Level _____, [the "**Unit**"], according to Corporation's Plan No. 678, acknowledge and agree that I/We, the members of my/our household and my/our guests from time to time, will, in using the Unit rented by me/us and the common elements, comply with the *Condominium Act, 1998,* S.O. 1998, Chapter 19 ["*Condominium Act*"], as amended, the Declaration, the By-laws, and all Rules of the Corporation during the term of my/our tenancy, and will be subject to the same duties imposed by the above as if I/We were a Unit Owner, except for the payment of common expenses unless otherwise provided by the *Condominium Act*.

I/We acknowledge having received a copy of the Declaration, By-Laws and Rules of the Condominium Corporation and agree that I, the members of my family and all of my guests, guests, visitors, invitees, licensees, servants, agents and persons having business with me, will strictly comply with all of the terms and provisions of the Declaration, By-Laws and Rules of the Condominium Corporation.

I/We further acknowledge that, in the event that I or any occupant of the Unit contravenes the provisions of the Declaration, the By-laws or Rules of the Corporation, my tenancy may be terminated in accordance with the provisions of the Condominium Act.

I/We intend to occupy the Unit with the persons named above as our principal residence for the 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 Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Unit 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 *Condominium Act*.

DATED at _____this _____day of _____, 20___

_____

Tenant's Signature

DATED at _____this _____day of _____, 20___

_____

Tenant's Signature