

THE EXCHANGE AT WESTBORO
RULES



Ottawa-Carleton Standard Condominium Corporation No. 748
420 Berkley Avenue,
Ottawa, Ontario K2A 4H5

INTRODUCTION

This document, entitled Rules, contains the rules that have been enacted by Ottawa-Carleton Condominium Corporation No. 748 (the Corporation) and approved by its owners. The document is a companion document to the Handbook, which provides information on many aspects of living at The Exchange and provides a resource owners can use as a reference when reading these rules.

Your rights and obligations as an owner of the Corporation derive from the Condominium Act and the Declaration and Bylaws of the Ottawa-Carleton Condominium Corporation No. 748 and the rules provided in this document. The Board of Directors may, from time to time, enact or modify Rules. They are intended to:

- a) Enhance the value of your property;
- b) Provide a safe and secure environment;
- c) Ensure peaceful enjoyment of the premises

Table 1 below identifies the differences between the rules described in this document and the rules currently in effect. When the board approves new rules and/or modified existing rules, this document will be updated and Table 1 below revised to identify the new and modified rules. The revised version of this document will be watermarked as “Proposed” and distributed to all owners for review in accordance with section 58(6) of the Ontario Condominium Act, 1998.

Rule #	Previous #	Rule Change	Description
1	1	Unchanged	
2	2	Unchanged	
3	3	Unchanged	
4	4	Unchanged	
5	5	Unchanged	
6	6	Unchanged	
7	7	Unchanged	
8	8	Unchanged	
9	9	Unchanged	
10	10	Unchanged	
11		New Rule	New rule regarding responsibility for testing and replacing smoke and carbon monoxide detectors in units
12	11	Unchanged	Renumbered
13	12	Unchanged	Renumbered
14	13	Unchanged	Renumbered
15	14	Unchanged	Renumbered
16	15	Unchanged	Renumbered
17	16	Unchanged	Renumbered
18	17	Unchanged	Renumbered
19	18	Unchanged	Renumbered
20	19	Modified	Elaborates requirement to register change on title of unit
21		New Rule	Addresses specifics of installation of a fireplace
22		New Rule	Addresses specifics of installation of a BBQ outlet
23	20	Unchanged	Renumbered
24	21	Unchanged	Renumbered
25	22	Unchanged	Renumbered
26	23	Unchanged	Renumbered
27	24	Unchanged	Renumbered
28	25	Unchanged	Renumbered
29	26	Unchanged	Renumbered
30	27	Unchanged	Renumbered
31	28	Unchanged	Renumbered

Table 1 - Changes from Previous Version

The Exchange at Westboro – Condominium Rules

The following rules have been approved and established by the Condominium Corporation, in accordance with S.58 of the Condominium Act, in order to promote the safety, security, or welfare of the owners and of the property and to prevent unreasonable interference with the use and enjoyment of the units, the common elements and the assets of the Corporation.

These rules shall be observed by the owners and the term “owner” shall include the owner, his or her family, guests, agents or any other person occupying the unit with the owner’s approval.

Water and Plumbing

1. Water shall not be left running unless in actual use. Owners shall take all reasonable measures to conserve water.

The toilets and other water apparatus, such as drains, sinks, bathtubs, showers, etc. shall not be used for purposes other than those to which they are constructed, and no sweepings, oil and grease, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Each owner shall be responsible for damage to any other unit or to the common elements which is caused by failure to maintain or repair his or her toilets and other water apparatus or by misuse or unreasonable use of his or her toilets and water apparatus.

Signs/Notices/Advertisements

2. No sign (permanent or temporary), advertisement or notice shall be inscribed, painted, affixed or placed on any part of the common elements on the inside or outside of the building, except on a notice board designated for that purpose, without the prior written consent of the Board. However, advertisements and notices may be posted on notice boards. Note that the mailroom contains two notice boards; one for general use and one for notices from the Board or building management.

In-Unit Precautions: Fire, Fire Insurance

3. No owner 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 on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules or ordinances of the Board of Health or with any statute or municipal bylaws. This provision shall not prohibit the operation of gas fireplaces in the units or the operation of natural gas barbecues on the common elements.

Storage of Liquid Gas, Propane, Explosives and Other Hazardous Materials

4. No stores of liquid gas or propane (including propane barbecue tanks), explosives, or other flammable materials, firearms, ammunition or any other combustible or offensive goods, provisions or materials shall be kept on the property.

Windows Sills or Projections

5. Nothing shall be placed on the outside of window sills or projections. No awnings, shades or shutters shall be erected over the outside of the windows, doors or balconies, without the prior written consent of the Board, and such additional approval as may be required by the Act. The building envelope must not be penetrated.

Bicycles

6. The Board of Directors has authorized the Bicycle Committee to oversee and to enforce the following bicycle rules, which will be in effect for all future registrations and allocations.

- a) All bicycles must be registered with the Bicycle Committee after which the Bicycle Committee will allocate storage space based on availability.
- b) Bicycle storage spaces are allocated based on 2 registered bicycles per unit. Exceptions can be requested and reviewed based on availability and special needs.
- c)
 - i) A resident of a P-2 parking space on the perimeter wall of the garage may hang 1 or 2 bicycles on the hanging wall racks (supplied by the Corporation) located at the end of their parking space.
 - ii) A resident of a P-2 parking space in the interior of the garage may store 1 or 2 bicycles on bicycle stand pads (supplied by the Corporation) located at the end of their parking space.
 - iii) Upon request a resident without a parking space, a resident with a P-1 parking space and the resident of P-2 #58 (for a second bicycle) will have priority for up to 2 bicycles in the bicycle storage rooms or in specific allocated areas of the garage.
- d) Any resident may allow another resident to use their designated bicycle space(s) as long as the bicycles are identified and registered to the user of the designated space(s).
- e) The use of all designated bicycle storage will be governed by the following:
 - i) Bicycles can only be stored in designated areas as assigned through the registration process.
 - ii) Unregistered bicycles stored in designated or non-designated areas will be tagged and removed 45 days after tagging and delivery of written notification to the bicycle owner(s) or a posting of the notice on the bicycle and the bulletin board in the event that the identity of the bicycle owner is unknown.
 - iii) Bicycle owners with special needs will be given priority in parking ramp areas.

- iv) Assigned bicycle storage space in common areas is owned by the Condominium Corporation and is not transferable.
 - v) Unused assigned spaces in common areas may be re-assigned by the Bicycle Committee 45 days after delivery of written notification to the current registrant of the unused spaces.
 - vi) Due to the scarcity of space, the bicycle storage spaces are for the use of residents' bicycles only.
- f) Adjustments to bicycles may be carried out in the bicycle rooms. Repairs or adjustments may be carried out in the bicycle owner's parking unit provided such repairs or adjustments do not cause damage to the property. Precautions must be taken when conducting any bicycle repairs to avoid damage to the property.

Balconies and Terraces

7. The balconies and terraces are to be kept as clear as reasonably possible from storage items to ensure that each balcony and terrace continues to be functional for purposes intended and for fire safety of the occupants.

Nothing shall be thrown, swept, expelled or shaken off balconies, terraces, windows and door areas, such as debris, snow and water.

No flower boxes, Christmas lights or other objects are to be placed on the outside of the balcony and terrace ledge for safety reasons and in consideration of your neighbours below.

Hanging or drying of clothes on balconies and terraces is not permitted.

No items other than seasonal furniture, electric and gas barbeques connected to balcony or terrace gas outlets, and plants are permitted to be kept on the balconies and terraces. Items such as outdoor fire pits, propane tanks, portable heaters and charcoal barbeques are prohibited.

The Condo Board will have full authority to define what constitutes seasonal furniture which may include deck boxes and ottomans, patio chairs, benches and loungers, patio end tables and coffee tables, patio sofas and love seats, outdoor cushions and pillows. Umbrellas will be permitted on 4th Floor terraces as long as they are closed when unattended.

Garbage

8. Owners must maintain strict sanitary conditions at all times. No owner shall place, leave or permit to be placed or left in or upon the common elements including those of which he or she has the exclusive use, any debris, refuse or garbage, except in the areas designated for garbage collection. All garbage must be securely fastened in leak proof bags and deposited in the garbage room bins. Garbage shall not be left on the floor of the garbage room. Large items left on the Garbage Room floor prevent the bins from being removed and emptied. When the bins are full, residents should keep their garbage in their units until such time as bins have been emptied.

Special Waste

Owners must comply with municipal guidelines and regulations regarding the collection of household waste. Hazardous goods, flammable materials, appliances, furniture or other special or unusual waste (for example, mattresses, car batteries, oil, sofas, refrigerators, paints, paint thinners, etc.) may not be disposed of in or beside the garbage bins.

Recycling

All recyclable waste must be sorted and disposed of in the appropriate recycling containers located in the garbage room. All cardboard must be flattened or folded prior to placement in the yellow bin. Recycling shall not be left on the floor of the Garbage Room nor on top of the bins. When bins are full, residents should keep their recycling material in their units until such time, as bins have been emptied.

Noise

9. No owner shall create or permit the creation of or continuation of any noise or nuisance which may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants and persons having business with them.

No noise, caused by any instrument or other device, or otherwise, that may disturb the comfort of the other owners, shall be permitted. Owners shall exercise extreme care about making noise which may disturb the quiet enjoyment and comfort of other residents. This includes, but is not limited to, the use of musical instruments, radios, televisions and amplifiers. Furthermore, the use of power tools, hammers, drills, saws and related items is restricted to the hours between **7 am and 7 pm**.

Electrical Circuits

10. Owners shall not overload any electrical circuits.

Smoke and Carbon Monoxide Detectors

11. Smoke and Carbon Monoxide (CO) detectors are part of the unit. Owners shall inspect and test their smoke and CO Detectors on a regular basis. When a smoke and CO detector is no longer functioning correctly, the owner shall replace the detector promptly.

Auctions

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

Common Elements

13. The sidewalks, entries, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units or parking areas.

14. No vehicle shall be driven on any part of the common elements other than on a roadway, driveway or parking space. No vehicle shall be parked on any part of the common elements except in a designated parking space.

15. Washing and repairing of motor vehicles must not be carried out on the common elements or in the parking units.
16. No satellite dish, television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit or any portion of the common elements except by the Corporation in conjunction with a common television cable system, and no cable shall be strung on the outside of the building.
17. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers, flower beds or planters.
18. No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements.
19. No part of the common elements including any part of which the owner has the exclusive use shall be used for the erection, placing or maintenance of clothes lines, incinerators, garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, gardens or other vegetation, or for the disposal of rubbish, garbage or waste, unless such are authorized by the Corporation in accordance with the Act.
20. No unit owner shall make any change to the common elements without the prior written consent thereto of the Board, and subject to the Condominium Act, the Declaration, and Bylaw No. 4. Any such change to the common elements which may be approved by the Board shall be subject to an agreement between the unit owner and the Corporation and that agreement must be registered against the title of the owner's unit.
21. It is noted that section 4.05 (c) of the Declaration states: "Owners of units on levels 2 through 8 may install a natural gas fireplace in their unit provided that such installation shall be in a location and in accordance with plans and specifications approved by the Board of Directors, and that any related maintenance, repair and replacement of the gas fireplace, venting and related apparatus shall be the responsibility of the unit owner in accordance with Article 5 of the Declaration and the Bylaws of the Corporation. This provision shall apply to all fireplaces installed in the units, including those installed by the Declarant".
22. Owners of units on levels 2 through 8 may install a natural gas outlet for a barbecue on a balcony or roof-deck connected to their unit provided that such installation shall be done in accordance with section 98 of the Condominium Act, section 4.05 of the Declaration, and Bylaw No. 4, and shall be in a location and in accordance with plans and specifications approved by the Board of Directors. All costs related to the installation and all costs related to the future operation, maintenance, repair, replacement, and insurance

of the gas line, its connections, and related apparatus shall be the responsibility of the unit owner in accordance with Article 5 of the Declaration and the Bylaws of the Corporation.

Parking on P1 Parking Deck

23. a) Subject to the limitations set out herein, unit owners, unit residents, and their guests are permitted to park at the P1 parking deck north of the Condominium building located at 420 Berkley Ave., on spaces that are:

- i. Labelled “Reserved for Retail Customers”
- ii. Numbered 67 through 69, and 100 through 109, and
- iii. The space in the north-east corner, to be identified as space number 110.

The spaces identified above shall be known as “Parking Spaces” for the purposes of this rule

Residential Parking Use Subject to Limitations

- b) The Parking Spaces are subject to the following conditions and limitations by residential owners and occupants:
 - i. Parking Spaces are for occasional use only, which means that the use must be of a temporary and sporadic nature and cannot be used on an ongoing, daily or nightly basis.
 - ii. Parking is prohibited from 9:00 a.m. to 6:00 p.m. on Monday to Friday, except that parking is not prohibited on federal or provincial statutory holidays
 - iii. Parking at spaces 67, 68 and 69 is prohibited from December 1 to March 31, as those spaces are used for snow-clearing in the winter time.

Parking availability not guaranteed

- c) The availability of Parking Spaces is not guaranteed
- d) Retail customers and persons connected to the retail establishments at OCSCC 748 are entitled to use the Parking Spaces at any time.

Enforcement of Rules

- e) In the event that the Parking Spaces are used in a manner that is contrary to the provisions of this Rule, the owner of the Parking Spaces, the Condominium Corporation, or a jointly authorized agent may take the necessary enforcement steps to ensure compliance with this Rule.
- f) The owner of the Parking Spaces, and the Condominium Corporation, or their jointly appointed agent, shall have full authority to determine what constitutes “occasional use” for the purposes of this Rule.
- g) Enforcement action may include, but shall not be limited to the following:
 - i) Forbidding users from use of the Parking Spaces;
 - ii) Ticketing by the City;

- iii) Towing of vehicles;
- iv) Administrative charges of up to \$100 per infringement.

Storage

- 24. Parking spaces shall not be used for storage except for bicycles as per Rule 6c.
- 25. A minimum clearance of twelve (12) inches must be maintained between any pipes or conduits that run beneath the ceiling of the common elements storage locker rooms or the parking garage and/or the sprinkler heads above the storage lockers and the items stored in the storage.

Pets

- 26. Further to the Declaration, no animals, livestock or fowl (other than a pet) shall be kept or allowed in any unit. No pets shall be kept or tied upon the common elements. No pet that is deemed by the Board or Manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any unit. Such owner shall, within two (2) weeks of receipt of a written notice from the Board or the Manager requesting the removal of such pet, permanently remove such pet from the property. No pet shall be kept outside a unit unless in the custody of a responsible resident or their agent and carried or on a leash. No breeding of pets for sale shall be carried on in or about any unit, or on the common elements.

Leases, Subleases and Tenancy

- 27. Any lease, sublease, tenancy or other occupancy of a residential unit, for consideration, by a person other than an owner shall be subject to the following provisions:
 - a) Any such occupancy arrangement shall be for a term of not less than 30 days
 - b) No dwelling unit shall be the subject of more than three leases, subleases, or other such occupancies in any 365 day period.
 - c) The provisions of Section 83 of the Condominium Act shall apply to all such occupancies

General Prohibitions

- 28. No owner shall do anything or permit anything to be done that is contrary to any Provincial or Federal Statute (including Canada's Criminal Code), or Municipal Bylaw or any Rules, Regulations or Ordinances passed under any Statute or Municipal Bylaw.

No owner shall do or permit anything to be done in his or her unit or bring or keep anything therein which in any way will:

- increase the risk of fire or the rate of the fire insurance on the building, or on property kept therein
- obstruct or interfere with the rights of other owners, or in any way injure or annoy them
- 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

- conflict with any Rules or Ordinances of the Board of Health or with any Statute or Municipal Bylaw.

General

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

- all legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, the Rules; and
- an administration fee in the amount of \$100.00, payable to the Corporation, for any breach of these Rules continued after the initial notice has been served.

No restriction, condition, obligation or provision contained in any Rule or Rules of the Condominium Corporation shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

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

Smoking and Growing of Cannabis

30.

- a) Smoking includes but is not limited to the smoking of cigarettes, cigars, pipes, cannabis, vaping with electronic cigarettes or any other heated or lit product.
- b) Except as provided in sections d), e) and f) regarding grandfathering and exemptions for medical reasons, smoking is not permitted in any residential unit, or any commercial unit, or in the common elements, including the exclusive use of common elements (commercial hallway and residential balconies, terraces).
- c) Growing of cannabis is not permitted in the common areas or in any unit, residential or commercial.

Partial Exemptions for Grandfathering or Medical Reasons

- d) If the owner of a residential unit has, on or before July 31, 2018, registered that unit with the Corporation for grandfathering in accordance with section e), or if the owner

has requested, and the Board has approved, an exemption for medical reasons in accordance with section f),

- i. the provisions in section b) which prohibit smoking will not prohibit the smoking of cannabis in the other prohibited areas set out in section b), including the exclusive use common elements (balconies/terraces) which serve the unit.
- ii. The provisions in section b) which prohibit smoking will not prohibit the smoking of cigarettes, cigars, pipes, vaping with electronic cigarettes or any other heated or lit product other than cannabis in the residential unit or in the exclusive use common elements (balconies/terraces) which serve that unit, but those provisions will prohibit the smoking of such products in the other prohibited areas set out in section b).

Grandfathering

e)

- i. To register a residential unit with the Corporation for grandfathering, the owner must request that the unit be registered and provide the Corporation with the following information on or before July 31, 2018:
 - The unit number.
 - The full name of the owner, and if the owner was not the resident of the residential unit on June 10, 2018, then also the full name of the person who was the resident of the residential unit on that date.
 - Confirmation and, if required, proof satisfactory to the Corporation that the owner or the other person being registered was the resident of the unit of June 10, 2018.
- ii. Grandfathering, and thus the partial exemption from the provisions of section b), continues only as long as the person who registered as being the resident of the residential unit on June 10, 2018 continues to live in the building. If that resident moves from a grandfathered unit to a different unit in the building, the grandfather status will transfer to that different unit. At the discretion of the Board, grandfathered status may be put into effect or continued even if a resident is absent for a short, temporary period.

Smoking of Cannabis if Necessary for Medical Reasons

In order to obtain a partial exemption from the prohibitions of section b) for medical reasons, an owner needs to request and the Board needs to approve an exemption, based on proof provided to the Board and reasonably satisfactory to the Board, that a resident of the unit needs to be able to smoke cannabis in the unit in order to reside in the unit. For this purpose, the Board will normally require written evidence from a physician or other healthcare professional sufficient to explain the medical need, including why it is necessary for the resident to smoke the cannabis in the unit rather than somewhere else, and why it is necessary for the cannabis to be smoked rather than being ingested or received by some other means.