
Bethamy Woods

C.C.C. No. 116



Property Management Company:

REID
MANAGEMENT | redefining
condominium
management

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Carleton Condominium Corporation No. 116

Community Services

Emergency Numbers

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|--|--------------|
| Emergency | 9-1-1 |
| Police | 613-230-6211 |
| Fire | 613-741-1211 |
| General Inquiries | 613-266-1222 |
| Montfort Hospital | 613-746-4621 |
| Children's Hospital (Children to 16) | 613-737-7600 |
| Poison Control Centre | 613-737-1100 |
| Distress Centre | 613-238-3311 |
| General Hospital - Ottawa Campus | 613-722-7000 |
| By-Law Enforcement | 3-1-1 |
| Carleton Parking (Parking Control) | 613-720-5021 |

Schools

| | |
|--|--------------|
| St. Brother André Catholic Elementary School | 613-741-0100 |
| Le Phare Elementary School | 613-744-2597 |
| Thomas D'Arcy McGee Elementary School | 613-749-2251 |
| École élémentaire catholique La Vérendrye | 613-749-2349 |
| Lester B. Pearson Catholic High School | 613-741-4525 |
| Colonel By High School | 613-745-9411 |
| Gloucester High School | 613-745-7176 |

Recreation

| | |
|---|--------------|
| Earl Armstrong Arena | 613-746-7109 |
| Richcraft Sensplex East Arena | 613-599-0363 |
| Splash (Wave Pool) | 613-748-4222 |
| Pineview Golf | 613-746-4301 |
| Ottawa Public Library – North Gloucester Branch | 613-748-4208 |

Churches

| | |
|--------------------------------|--------------|
| St. Gabriels | 613-745-4342 |
| Annunciation of the Lord | 613-745-7774 |
| Epiphany Anglican Church | 613-746-9278 |
| Pine Grove Bible Church | 613-745-4664 |

Carleton Condominium Corporation No. 116

Introduction

Dear Residents:

You have in your hands a very important document, the new “Policy Book for C.C.C. No. 116”.

Upon coming into being, a condominium corporation is entrusted with the duty to control, manage, and administer the common elements and the assets of the Corporation.

In our case, the Corporation (Carleton Condominium Corporation No. 116, or C.C.C. No. 116 for short) is governed primarily by the Condominium Act of Ontario 1998 and its own Declaration, dated August 20th, 1977. Additionally, By-Laws have been enacted over the years and some rules drawn up to ensure the comfort and safety of all residents.

A copy of the Condominium Act of Ontario 1998 can be purchased from the government stores such as ACCESS ONTARIO or viewed online at www.ontario.ca. A copy of the Declaration and By-laws is normally provided to a new owner by the lawyer handling the purchase. Arrangements can be made through the Management Company to obtain another copy at a small cost.

The purpose of the present information booklet is to explain what services you may expect from the Corporation, how the Corporation is managed and finally, what restrictions are placed on the use of the common elements. It also contains various suggestions to help you maximize the enjoyment of your home and community.

Section 1 – YOUR UNIT & COMMON ELEMENTS

BOUNDARIES OF UNIT

Each owner having the exclusive use of his/her unit, it is important to know what “boundaries” of your unit are. They have been described extensively in the Declaration, page 2 under “Boundaries”. In summary, the unit consists of the interior, which is the owner’s responsibility, and the exterior is part of the common elements, which is the Corporation’s responsibility. Refer to the declaration for more specific details.



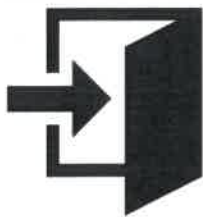
Requests for Modifications, Alterations and Additions

No owner shall make any **structural change** in or to his unit or any change to an installation upon the common elements without the prior written consent of the Board. Any such change shall, if approved by the Board, be made in accordance with the conditions, if any, of such approval by the Board.

Any change made without proper authorization may result in the unit owner having to restore such elements to their original state. As a rule of thumb, if you are considering a change to your unit, whether it seems relatively minor such as changing an outside light fixture or door, or significant interior changes, it is safer to consult with the Board by way of the manager to determine what approval is required. Check individual policies for exceptions.

NO WORK MAY BE UNDERTAKEN UNTIL SPECIFIC APPROVAL HAS BEEN RECEIVED IN THE FORM OF A WRITTEN APPROVAL FROM THE BOARD THROUGH THE MANAGEMENT FIRM.

ACCESS TO UNITS



The Corporation will have the right to enter into any unit at any reasonable time on forty-eight (48) hours’ notice to the Owner or Occupant in order to make inspections with a view to discovering any condition which is likely to damage any part of the property or to correct any such condition, or for the purpose of maintenance and repair of any installation in the property, which is necessary for the provision of services to any Unit or the Common Elements. In case of emergency, such entry may be made without notice. The right of entry shall be exercisable by the Board or by a person to whom the Board delegates it.

REPAIRS BY UNIT OWNERS

Unit owners, as set out in Section 92 of the Condominium Act 1998, are responsible to maintain and repair their units. Also, each owner shall be responsible for all damage to any or all other units and to the common elements, which is caused by his failure to maintain and repair his own unit. If an owner does not affect repairs to his unit, then the Corporation may do such repairs and the owner will be obligated to reimburse the Corporation for the cost of such repairs. Some examples may include repairing broken windows which allow water penetration which could subsequently damage outer walls; interior plumbing leaks; and any other repair which could damage the unit, another unit or the common elements.



Any loss, cost or damage incurred by the Corporation by reason of a breach of any rules and regulations in force, from time to time, by any owner, his family, guests, servants, agents or occupants of his unit shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.

WINDOW OR CENTRAL AIR CONDITIONERS

Purpose

The installation of a window air conditioner or central air conditioner constitutes a major change to the environment of Bethamy Lane. This policy has been prepared to guide those owners who wish to install air conditioning and to minimize inconvenience to others.

Approval Required

The installation of any central air conditioning unit or heat pump requires the approval of the Board of Directors through the Manager. Owners may contact the Manager to obtain technical information and recommendations on installation.

How to Apply

In writing to the Manager, providing the following:

- a) the type, make, model, size and noise rating
- b) planned locations

Window air conditioners must be removed from the window during the winter season. Any central air conditioners should be covered (a wooden crate built large enough to cover the appliance for the winter is suggested). Should the air conditioning unit obstruct the execution of work such as foundation repairs, fence repairs, roof work or any other work deemed necessary by the Corporation, it is the owner's responsibility to remove the unit for the duration of the work. If the roofs need to be cleaned during the winter due to ice buildup, the Corporation will accept no responsibility for any damages to personal possessions (including central air conditioners) that are in the exclusive use common area.

Installation of Window Air Conditioners

Window models must be installed in such a manner that the surrounding area retains its glassed-in appearance, through the use of clear glass or plastic panels (such as plexi-glass). All units shall suit the surroundings and be properly mounted and maintained. No window model shall be installed within a door. No unit owner shall permit any such device to leak condensation or to make any noise that may unreasonably disturb or interfere with the rights, comfort or the convenience of any other occupant of the block. If any such device becomes rusty or discoloured, the unit owner must have it painted in a good workmanlike manner in the standard colours selected by the

Corporation for the building. If the unit owner fails to keep any such device in good order and repair and properly painted, the Corporation in its discretion may remove such device from the window, charging the cost of removal to the unit owner and the device shall not be replaced until it has been put in proper condition and only with the further written consent of the Corporation. All supports and framing **must not** be permanently attached to the common elements and **must** be painted in the appropriate colour. Owners are required to match the paint as best as possible to the existing colour scheme.

**** A reminder that nothing may be screwed, affixed or attached to the siding. This includes any brackets that may be used to support window air conditioning units. ****



Central Air-Cooled Air Conditioners

The location of the compressor must be in the unit's backyard and approval by the Board and/or the Manager is required prior to installation. Plans indicating location within the backyard should be submitted with the request for the Board's approval.

Complaints

The Board, through the Manager, will receive written complaints concerning noise* generated by any unit and may demand that the unit be shut down until repaired, or if necessary, may order such remedial steps be taken as the Board deems fit. All costs for such work will be the responsibility of the owner of the offending unit(s).

***A limit of 55dB(A) daytime and 48dB(A) nighttime is prescribed by municipal regulations and will be used for judging complaints. Measurement is taken 15 feet from the offending air conditioning unit.**

City by-laws currently indicate:

Running equipment such as air conditioners, heat pumps, compressors, exhaust systems, and similar devices with noise exceeding 50 decibels when measured at the point of reception is considered a violation under the by-law.

INTERIOR DAMAGE POLICY

The Condominium Corporation will not assume any liability for interior damages to a unit.

DOORS & STORM/SCREEN DOORS

Although the Board recognizes that owners may wish to install storm/screen doors, this is not encouraged. These installations may cause damage to the door frame in which case the unit owner is held responsible. Other options are available such as operable sidelights and operable door/window combinations. **Permission in writing is required for the installation of storm/screen doors.** If board approval is given, the cost of such installation is owner responsibility. Upon installation of a storm/screen door, the owner assumes responsibility for its maintenance. Should a new front or back door be installed, owners must pay for the reinstallation of the screen door, if present.

NOTE: As of 01/16/2020, storm/screen doors must be aluminum, and **white** in color.

EXCLUSIVE USE AREAS

Backyards

- Trees cannot be planted in these areas. Climbers and vines should not be allowed to attach themselves to the main building structure or fences, and be restricted to foliage which dies in the fall - annuals. Roots must be planted at least 14 inches from the fence so that the fence is accessible for maintenance. Shrubs, bushes and hedges against the fence are not permitted and are subject to a height limit of 8" above the tallest fence line.
- The grass must not exceed 3" and weeds are to be kept under control. The maintenance of the backyard including but not limited to grass cutting and ensuring there is a proper grade, is the responsibility of the unit owner.
- Any patio-type areas must be kept tidy and in good condition, i.e., animal debris (feces see page 19) disposed of, decks well-maintained, etc.
- Garbage and debris that is not properly contained within garbage cans is not permitted under any circumstances.
- Sheds, decks and patios must be approved by the Board prior to installation. (Sections on each item specified follows in more detail).
- Storage of appliances and other materials are not permitted at any time.
- Keep barbeques away from siding as it is vinyl and may melt.
- Nothing may be screwed and/or attached to the siding.
- Any deliberate damage to the siding will be repaired and charged back to the owner.
- The use of command hooks (removable stick-on hooks) is encouraged.
- No standing water is allowed as it facilitates the breeding of mosquitos.



The Board reserves the right to clean up and repair any deficiencies and pass all associated costs onto the unit owner when work requested is not completed by the owner within a specified period (usually one week after receiving written notice).

Exclusive-Use Fences

- No staining or painting of fences is allowed
- Fences must not be used as retaining walls. Garden installations must be separated from the fences by a secondary retaining wall. No soil should be in contact with the fence. Shrubs should be planted away from the fence and trimmed regularly to allow access to the fence.
- No additions to the fence are permitted (e.g. Chicken wire, wooden boards, lattice work)
- No sheds can be attached to or come in contact with the fence.
- No clotheslines or dog leashes can be attached to the fence.
- Fences are not to be used to dry clothing, rugs etc.
- Nothing that weighs more than 5 pounds (2.3 kg) may be hung, attached or leaned against the fence. This allows for lights, decorations and ornaments but prohibits items such as flower boxes and garden hoses. Nothing that retains moisture may be hung from the fence, such as flower bags.
- Nothing may be screwed into the fences under any circumstance.

Owners violating the above rules will be notified in writing. Subsequent failure to comply will see the Condominium rectify the situation at the unit owner's expense. Severe alteration may require replacement of the fence. Objects not permitted on the fence will be removed and placed inside the exclusive use area. A second offence will see the permanent removal of the object.

Gate hardware is the responsibility of the Condominium. Please notify Property Management if repair is needed. Unit owners may change the swing direction of the gate after Property Management has been notified.

Patio Stones and Decks

- Decks and patios in the exclusive use areas must be reviewed by the Board and approved in writing.
- The installation of patio stones in the exclusive use areas is acceptable and should be implemented without interrupting drainage flow. The owner is responsible to ensure that the grading is continually monitored and repaired when required. This also means the replacement of any broken patio stones.
- Before any necessary digging begins, check for any possible cables or pipes, which could be damaged. The owner is responsible should negligence cause any damage.
- No structure should be attached to the unit itself or to any fence surrounding the exclusive use areas.
- Low level decks are the only acceptable heights in order to maintain privacy between exclusive use areas. The owner is responsible for the on-going maintenance to this deck such as replacing rotten wood, painting etc.

Garden Sheds

Purpose

The Board of Directors has recognized a need for garden sheds. The main purpose of the policy is to ensure a visual harmony in the community, which could easily be destroyed owing to the size of such additions. Also, it is intended to ensure that damage is not done to any unit or other permanent feature, and to allow for the regular maintenance of these.

Approval Required

All garden sheds require prior Board approval before construction and/or placement in any exclusive use area.

How to Apply

All applications to the Board through the Manager must include specifications. The specified shed must meet the following conditions:

- Must be located in the exclusive use area so as not to catch the roof drip from any overhang or to interfere with snow removal from roofs (any damage caused to the shed by snow removal shall be the owner's responsibility).
- Must have a roof sloping away, so as not to direct the roof drip back toward the wall of the unit (this is a major cause of damage and foundation leaks).
- Must ensure that adequate drainage is provided so that water does not become trapped between the structure and the basement wall.
- No section of fencing may be incorporated in the structure.
- Materials shall be of equal or better quality than the fencing.
- The structure shall be self-supporting.



- Whether home-made, plastic (Rubbermaid type), wood or steel panel, the height of the shed may not be greater than 24" above the highest fence line.
- All structures must be on a base which allows easy removal in the event that below ground maintenance is required.
- Owners are responsible for relocating and/or removing garden sheds to allow for any work in common elements or exclusive-use common elements that the Corporation deems necessary.
- Any additional costs involved in removing or disassembling when maintenance is required will be charged back to the unit owner.

Lawn Umbrellas, Awnings, Barbecues, Patio Furniture, Sunshades and Gazebos

- Awnings, gazebos or sunshades that are attached to the units or are permanent in nature are **not permitted** and will not be approved.
- General approval is given for lawn umbrellas and patio furniture.
- Keep barbeques away from siding as it is vinyl and may melt.
- The Board strongly recommends that lawn umbrellas, barbecues, patio furniture, or other items mentioned in this policy be stored in the unit or approved garden shed for the winter. If the roofs need to be cleaned during the winter due to ice buildup, the Corporation will accept no responsibility for any damages to personal possessions that remain on the common elements. Items such as central air conditioners and small shrubs etc. should be covered for protection.



***** Upon receipt of a written complaint, a resident may be required to alter or remove any element which does not conform to the above. *****

UNIT OWNER'S LIABILITY

In accordance with the provisions of the Condominium Act, the Declaration and By-laws, owners of units are held responsible for any costs arising from any actions that have been taken in respect to that unit. This policy applies to all policies adopted by the Board of Directors concerning alterations to common elements made by a unit owner.

Should any damage or costs result from any authorized or unauthorized additions, modifications or alterations by a unit owner to the common elements, that unit owner shall be responsible for the costs necessary to effect repairs to return that element to its original condition.

- (a) Any additions, modifications or alterations made by a unit owner must be maintained in a state of good repair at his own cost (except where otherwise noted).
- (b) Must not endanger safety or health.
- (c) Must not affect the Condominium's insurance policy.
- (d) Must be so constructed that there are no impediments or obstructions to the normal maintenance requirements for which the Corporation is responsible.
- (e) Must be registered on the unit title from May 5th, 2001 forward.

Failure to observe the above will result in the Corporation billing an owner directly for such costs as may be incurred by the Corporation to correct any unacceptable situation.

MINOR EXTERIOR ALTERATIONS

Please note that window sills, railings, fences and other external parts of the building shall not be encumbered with garments, rugs, flowerpots or other articles. Absolutely **NOTHING may be SCREWED, AFFIXED and/or ATTACHED** to the siding by owners, tenants or contractors acting on behalf of the owners and tenants.

- **Mailboxes**

Installation of mailboxes must receive prior approval from the Board of Directors before being affixed to the siding.

- **Unit Numbers**

The unit numbers at the front of the units are not to be changed.

- **Antennas**

No television antenna, aerial, tower or similar structure or appurtenances shall be erected on, or fastened to, any unit or onto any portion of the common elements, except by the Corporation in connection with a common television cable system and no cable shall be strung on the outside of any unit by the resident or the cable/phone company. Such cables must be rerun on the interior through the venting system. Cables found on the outside of the unit may be cut with little or no warning.

- **Digital Satellite Systems**

Unit owners may request approval for the installation of a satellite dish, in writing, to the Board of Directors. Installations will be considered providing that:

- The dish will be installed in rear yards only.
- Should not be any higher than the highest panel of the fence.
- The satellite dish should be installed on a free-standing post only
- Should not be attached in any way to any exterior common elements such as fences, siding or roofs.

- **Exterior Light Fixtures**

Exterior light fixtures may be upgraded or changed at the discretion of the unit owner. The unit owner must ask the Board for approval by sending a request in writing. Such new installations must be commercially manufactured, of the same wattage, with the approximate size and style of the original fixture. It must also be specifically designed for exterior use, be visually attractive and harmonize with the general appearance of the unit. Upon installing this new fixture, the owner assumes responsibility for its maintenance and any subsequent replacement (coach lamps or torch style lamps are acceptable). What about on the new siding?

LANDSCAPING

Front, Back and Side Lawn Areas

There are some restrictions, but what you can do is a great deal more than what you cannot do. By all means, plant bushes like lilac or honeysuckle - against the inside jog of your house. Evergreen shrubbery on each side of the door provides a nice setting for the entrance (glove cedars, mugho pines, pyramid cedars, etc.) The very limited size of the front lawn area necessitates restricting planting in general to the back quarter of the lawn i.e. the quarter closest to your



house. Where the lawn is rather narrow, it may be necessary to use a larger proportion of the lawn to create an effective display. Individual flowerbeds are not practical in such confined spaces. They would give a “cluttered” effect because there is not enough grass area to provide a proper setting.

As well, lawn mowing would be difficult if the grass area were broken up with flowerbeds. Deviations from the recommendations will be tolerated provided they comply with the spirit of the report. Any flowerbed edging (rocks, plastic fencing, etc.) must be maintained by the owner, otherwise it will have to be removed and all charges incurred will be at the owner's cost. Plant shrubs must be at least 14 inches from the foundation wall. When planting shrubs, avoid placing them under the drip line from the roof. Heavy falls of water destroy foliage. These shrubs should be maintained at a height that does not exceed the top of the main floor window frame. If the height of the shrubs exceeds this, the owner may be required to take remedial action. If he/she declines, the Corporation will perform such work as may be necessary and the owner will be charged for this work.

Please note that gardens must be maintained by weeding regularly. Owners that fail to do so may be asked to convert their gardens back to lawn at the owner's expense. If the corporation undertakes this work on the owner's behalf, this would be charged back to the owner.

RAILING POLICY



Prior to the installation of any exterior railings, owners must submit an application in writing and obtain approval from the Board. The application must specify the owner's acknowledgment that the installation will become part of the common elements. The application must also include the details of the installation for Board approval. The cost of the railing and the installation will be borne by the owner of the unit. Approval will be subject to the following regulations and specifications:

- Railings must be of plain and simple design:
 - Option 1—Metal (such as wrought iron, aluminum or steel)
 - white or black
 - straight (not twisted)
 - top rail no higher than door knob
 - Option 2—Wooden
 - pressure treated wood must be used
 - if handrail is 6 feet two posts must be installed
 - if handrail is 8 feet, three posts must be installed
 - all posts must be cemented in the ground and not in the asphalt
 - top rail no higher than door knob
- All installations must be done by a professional contractor and are subject to inspection (upon completion) by the Board of Directors or its representative.
- If the Board finds it necessary to make repairs or replacements to the railing, the cost of such repairs and/or replacements will be billed to the owner.
- If design specifications are not met, the Board has the right to have the railing removed and all costs will be charged back to unit owner.

- It is the responsibility of the owner to ensure that any damage caused by the installation of the railing is repaired at the owner's expense, to the satisfaction of the Board.
- Disabled ramps must meet design specifications described above.
- No part of the railing may be attached to the house.
- If a metal railing is attached to the concrete entry steps, it is the owner's responsibility to remove the railing first, should it be necessary to replace the steps.

CHRISTMAS DECORATIONS

Seasonal decorations are allowed. They should be carefully installed on the exterior of your unit. Only removable clips are to be used, **nothing should be nailed, tacked or stapled** into the siding. All decorations should be removed on or before January 31st or the Corporation will hire a contractor to remove and charge back the owner for all costs plus an administration fee.

FOR SALE/RENT SIGNS

No sign, advertisement or notice, other than the usual signs for offering a unit for sale or rent, shall be inscribed, painted, affixed or placed on any part of the inside or outside of your unit or on the common elements. There is a **one** sign limit per unit. These signs "For sale/rent signs" must be strategically located on front lawn areas or on the boulevard of Montreal Road or Ogilvie Road only.

- Any damaged sod must be replaced.
- Signs must be removed within seven working days after sale.
- Placement of signs must not obstruct Carleton Condominium Corporation No. 116 signs.
- Private "For Sale" signs must be similar in style and appearance to commercial realty signs.



LEASING OF UNIT

The Condominium Act 1998 requires that when a condominium unit is leased, the unit owner must within 10 days provide to the Corporation, the name and address of the unit owner as well as the name and address of the tenant. The other item that the Condominium Act calls for is that the unit owner must provide to the Corporation, a copy of the lease with the tenant or a completed summary. This also applies to the renewal or termination of a lease as well.

Additionally, resident owners who decide to rent out their unit and/or no longer reside in the unit must also inform Management of this change within the 10 day timeframe, per the Act.

In compliance with the Declaration of C.C.C. No. 116, the owner must have the tenant sign and return a letter of undertaking (agreement to follow the Declaration, By-Laws, rules etc.) The owner must provide to the tenant a complete copy of all of the above mentioned documents.

PARKING

Your Parking Space

- The Corporation assigns a parking space to each unit and therefore will only recognize that parking spot as belonging to the unit. The Corporation does not recognize nor permit the switching of parking



spots with another unit.

- Change of ownership or rental of a unit does not guarantee that the new owner or tenant will automatically continue the lease of a second parking spot; rather the second car spot will become available to the next person on the waiting list.
- **If someone is parking in your space:** By-law officers will require proof that the space belongs to you. For unit spaces, Reid Property Management has provided residents with a letter stating that each bollard has the corresponding unit number stenciled on it. The resident then provides proof of address and this letter to the by-law officer. A copy of this letter can be found on the Corporation's website or from the Management's Office. For second car spaces, the lease agreement is presented to the by-law officer.

Second Car Parking

Residents with second cars should apply to the Management Office in order to rent a second parking space, limited to **only one extra parking space** per unit. Please note that only the unit owner is permitted to sign a lease for a second car parking spot. Since these are limited, there is a waiting list. Any extra parking account in arrears of 30 days shall have the space cancelled.

Permitted Use of Parking Spaces

- Vehicle repairs are not permitted on the property at any time.
- **Vehicles parked on the site whether in a parking spot or visitor parking must be operational at all times. This also refers to license sticker being valid.** No vehicle is allowed to be stored on blocks.
- **Oil/gas spills are to be cleaned up immediately to avoid damage to the common elements.** Failure to do so, will result in the offending vehicle being removed from Corporation property, the parking spot will be cleaned and repaired, with all costs being charged back to the unit owner.
- There shall be only one vehicle parked in each allotted parking spot at any one time.
- Trailers shall be parked only in the owner's exclusive use parking spot and only for the purpose of loading and unloading.
- Commercial vehicles larger than a ½ ton truck will not fit in the parking spot and are therefore **NOT** allowed to be parked at any time on site.
- No recreational vehicles including motor homes are permitted on the property other than for loading or unloading purposes.
- **No washing of vehicles shall be permitted on the property at any time.**

Visitors Parking

Guests must park only in those spaces provided for visitors, i.e. in spaces designated as "Visitors Parking" by signs, arrows, or yellow painted "V's" on the asphalt. **Residents are not permitted to use visitors parking at any time.** Any exception to this rule will require prior authorization from management or the parking authority. For overnight visitors parking, please follow these guidelines:

- Guests: 1-3 nights within a rolling 7 day period (not Mon-Fri)

Register with Carleton Parking
613-720-5021

<http://www.carletonparking.com>

- More than 3 nights/Extended Guest Parking

Contact Reid Management during regular business hours with the required dates and vehicle license plate number. Do not leave a message on the after-hours line outside of business hours. Contact Carleton Parking directly.

Motorcycles

Motorcycles are vehicles by definition and as such, the above parking rules apply. Residents may park a vehicle and motorcycle or two motorcycles (including motorized bikes, vespas and scooters) in their assigned parking space subject to the following restrictions;

- Only between April 1 and October 31
- This parking cannot obstruct another vehicle parked in the next space
- This parking cannot overlap into the sidewalk or roadway
- Any parking cannot go past the yellow line
- The vehicles cannot drive on any other surface than the roadway/parking lot in order to be parked

Illegal Parking



The roads in our condominium are designated fire lanes and as such must be kept clear at all times. Any vehicles parked on roadways may be ticketed and/or towed away by the Ottawa Police and/or Carleton Parking on routine traffic control inspections. Any vehicle parked in an owner's space may be towed away at the request of the unit owner to the City of Ottawa By-Law or the Ottawa Police. An agent of the Corporation patrols the property and has authority to ticket and tow. The snow removal contractor also has the authority to tow any vehicle interfering with his operation.

**OUR PARKING AUTHORITY HAS BEEN INSTRUCTED TO TICKET
AND/OR TOW ANY VIOLATORS OF THIS POLICY.**

SNOW CLEARING RESPONSIBILITIES



It is the responsibility of the unit owner to keep their front steps, entryway and exclusive use path to their unit, clear of snow and ice accumulation. Residents must only clear pathways where there is an asphalt sidewalk (no other pathways across lawns etc. are permitted). Residents are welcome to use the sand from the community sandboxes but avoid overuse.

Every possible effort must be made by residents to move their vehicles during snow removal. All vehicles must be removed from second car parking areas during snow removal operations. Whenever possible snow removal operations will take place between the hours of 6 a.m. and 11 p.m. **NO** vehicles are to be parked on the roadways. Any vehicle parked on the roadways will be towed from the property.

Section 2 – YOUR CONDOMINIUM

ANNUAL GENERAL MEETING



C.C.C. No. 116 holds its Annual General Meeting (AGM) generally in the fall, some two months after the end of our fiscal year, thus allowing time for the auditor to review our books and to present his report to the AGM. All owners are invited to the AGM, to receive reports on the health and finances of the Corporation, to express their general community concerns and, most importantly, to elect the Board of Directors that will guide the Corporation in the coming year.

BOARD OF DIRECTORS

The AGM selects five owners to make up the Board, all members are elected for a 3-year term, however the elections are staggered to ensure continuity. They in turn distribute among themselves the various positions on the Board. Although the 5 members share equally the authority of the Board and have equal voice on the Board, each position entails an additional set of responsibilities.

Officers

The President is the Chairperson of the Board.

The Vice-President can substitute for the President.

The Secretary is responsible for the minutes of the Board and of the General Meetings, and for the files of the Corporation.

The Treasurer oversees the financial transactions.

The Director rounds out the Board.

PROFESSIONAL MANAGEMENT

The Board has contracted out the professional management of the property for its day-to-day operations to Reid Property Management. The manager's job includes such duties such as organizing the Annual General Meeting, paying the accounts, preparing the financial statements, processing requests or complaints from the owners, assisting with the preparation of the annual Budget and reporting to the Board of Directors. The Property Manager obtains quotes for various contracts and repairs for review by the Board. The Property Management also provides a 24 hour emergency service, 7 days per week.

COMMON CHARGES

Carleton Condominium Corporation No. 116 funds its operations by levying condominium fees to each unit. The levy serves to pay expenses, charges and costs of running the Corporation on a day-to-day basis and to set aside funds (Reserve Fund) for the replacement of common elements, based on their life expectancy. The monthly assessment is determined in the following manner:

- a) The Board of Directors prepares an annual budget incorporating an estimate of ongoing costs for the coming year and an allocation to the Reserve Fund for expected common element replacements in the future.
- b) Each unit owner is then assessed his or her respective levy as a percentage of the total budget on the basis of a schedule set up at the time the Corporation was created (for each unit's percentage, consult your copy of the Declaration, Schedule "D").
- c) Condominium fees are due on the first day of each month. An owner can pay the fees by post-dated cheque or by pre-authorized payment (automatic withdrawal from the bank account) also called PAP.
- d) The Corporation charges \$15.00 for late payment of condominium fees and a \$25.00 fee for a returned cheque or returned PAP.
- e) If a unit is delinquent in making the condominium fee payment required by ~~within~~ 90 days, then the Corporation must lien the unit and all of the legal fees associated with this action and interest on the unpaid fees become due and payable as part of the lien. The Board can also make the decision to lien for arrears sooner than 90 days if there is a history of late payments of the condominium fees.

SPECIAL ASSESSMENT



If the funds of the Corporation are not sufficient to meet the requirements of the Reserve Fund and/or operating allocations, then the Board may levy a special assessment. A notice of special assessment is forwarded to all owners and the basis of their contribution for the required sum is set out in Schedule "D" of the Declaration (all units in Bethamy Lane contribute equally to common expenses).

This payment would be collected over and above the monthly common charge for each unit. It should be noted that a special assessment is avoided, if at all possible. In preparing the yearly budget, the Board of Directors goes to great lengths to consider anything and everything that must be included for the coming year.

Section 3 – GENERAL INFORMATION

ADMINISTRATION BUILDING

The Administration Building is located at 1418 Bethamy Lane. This facility is used by the Board for meetings, as well as for storage and it is where the Corporation stores supplies used in the maintenance and repair of our community. There is no facility there for receiving payments or letters from residents. All such communications must be sent to Reid Property Management.

CHILDREN AT PLAY



Parking lots are not playgrounds, and for the safety of the children of the community, as well as the protection of residents' personal property, please ensure that children refrain from playing in the parking lots and in corporation roadways. Parents are asked to encourage their children to play in the greenspace throughout the property.

NEWSLETTERS

The Bethamy Bugle is circulated throughout the year to all residents of the community. It provides updated information on Corporation business and items of community interest.

INSURANCE

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. No owner shall obstruct or interfere with the rights of other owners, in anyway 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 conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law. Unit owners should carry a condominium package, which includes public liability coverage, contents insurance including amounts for any upgrades made to the unit and a rider which covers the deductible portion of the Corporation's insurance.



Insurance Deductible Policy

Under the Condominium Act 1998, the Corporation has passed an insurance deductible by-law in order that owners making claims against the master policy of the Corporation are well aware that they, the owners are responsible for the deductible portion. The Corporation is bound to accept the lowest deductible offered to them by the insuring agent and at the present time, the current standard deductible amount is \$2,500. This, however, may change from time to time. Owners should advise their own insurers that this deductible amount of the master policy should be protected under their homeowner's policy. See By-Law No. 7 for more details.

STANDARD UNIT DESCRIPTION

Under the Condominium Act 1998, the Corporation has defined a standard unit for insurance purposes. This by-law simply states that any *upgrades to the interior of the unit from the date of registration are the responsibility of the unit owner to insure and that the Corporation is

responsible for the basic unit as built by the developer and as outlined. See By-Law No. 6 for further details.

*For common elements, see page 3 of this booklet for further details on approval for changes to the common elements. The other reference for this is to refer to By-Law No. 8.

OUTSIDE STORAGE

It is not permitted to store any bins, waste, or other objects at the front of the unit, or outside of the backyard fence. Any waste stored in the backyard must be properly contained. Special items such as appliances, computers, televisions, hot water tanks, as well as any waste resulting from building alterations **cannot** be stored at the front of the unit or in the backyard.

GARBAGE

Rules for Packaging of Garbage

- Black garbage bags must be used to package your garbage.
- Do not use shopping bags, 'kitchen catchers', cardboard boxes, etc.
- Broken glass must be separated, boxed and *clearly labeled*.
- Any carpet remnants should be tied and bundled securely. Bundles should be less than 1.2 m (4 ft.) in length, less than 60 cm (2 ft.) in diameter and less than 15 kg (33 lbs.) in weight.

Rules for Storage of Garbage

- Garbage that is stored outside **must be stored in a garbage bin** with a tightly sealed lid.
- Garbage bins, recycle bins and green bins cannot be stored at the front of the unit.
- All bins must be marked with your unit number.
- Special items such as appliances, computers, televisions, hot water tanks, as well as any waste resulting from building alterations **cannot** be stored at the front of the unit or in the backyard.

Rules for Waste Pick-Up and Schedule

- Waste bins must only be placed at the curb **after 7:00 pm the night prior** to the scheduled pick up, and must be returned to your unit **by the end of the pick-up day**.
- **We encourage that garbage be placed at the curb in a garbage bin** with a tightly sealed lid. Mark your unit number on garbage bin and lid!
- The city does NOT pick up household appliances such as stoves, refrigerators, freezers, air conditioners, hot water tanks, televisions or computers at the curb. Arrangement for disposal of these items can be made by contacting the city for further information.
- Plaster, wood, drywall, concrete, or other waste resulting from building alterations etc. are not collected with regular garbage. These items must be taken to a landfill for disposal by you or your contractor.

It is imperative that the pick-up schedule is followed. If the incorrect waste is placed at the curb at the wrong time, the Corporation will ensure this is corrected, resulting in a chargeback to the unit owner.

EVERY MONDAY: Recycling and green bin pick-up (black and blue bin recycling alternates each week)

EVERY 2nd MONDAY: Garbage pick-up

Please refer to the City of Ottawa website to view a detailed calendar for waste collection, or contact the City at 3-1-1. <https://ottawa.ca/en/residents/garbage-and-recycling/garbage>

If these rules are not followed, the Corporation will ensure proper disposal of the waste and proper storage of bins, which will result in a charge back to the unit owner for all related costs & administration fees.

PET CONTROL



Residents are advised, in the first instance to refer to the City of Ottawa by-law at 3-1-1 concerning pet control. The following are general guidelines for your information:

- At no time may a pet be allowed to roam freely and alone in the common use areas of the Condominium. A pet must be on a leash at all times and accompanied and controlled by a responsible person.
- Freedom to roam without a leash must be confined to an owner's exclusive use area.
- It is incumbent upon each pet owner to ensure that their pet does not damage any common use area.
- **Exclusive use areas are to be kept free of pet excrement at all times.**
- No pet shall be tied up at the front of the unit.
- It is incumbent upon each pet owner to keep the noise level to an acceptable level at all times. Excessive barking or other noise made by the animal must be stopped by the owner in any effective way necessary.
- If it is necessary for the animal to defecate on any common element or property of the Condominium, the owner (or custodian) will then immediately gather up the droppings in any way he chooses and dispose of them at home. Green bins now accept pet feces.



**We welcome pets, so please abide by these rules.
Don't let your pet become a burden on others.**



NOISE

Owners and tenants, their families, guests, or visitors shall not 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 and tenants, their families, guests, visitors, and persons having business with them.

GENERAL AND PREVENTIVE MAINTENANCE

The Corporation is responsible for the maintenance and repair of all common elements including those elements inside the exclusive use area (backyards). Loosely defined, common elements are everything exterior to and including the outside of each exterior wall of the unit.

Categories of General Repairs

1. Emergency

Response: Immediate

Definition: Those repairs, which if not effected as soon as possible could result in serious damage to property or constitute imminent danger to life. Example situations are: loss of a number of roof shingles which causes immediate (or likely possibility of) leakage into a unit; basement flooding; exposure of bare electrical wires; etc.

2. Periodic

Definition: Certain types of repairs can only be made seasonally. These should be reported when they occur and will be logged by Management for action in the appropriate season. Examples would include foundation leaks; door replacements; electrical dig-outs; etc.

3. Self-help

Definition: Those which an owner feels confident that he is capable of affecting himself and that by so doing he would see the repair done immediately. Some examples of this type of repair would be: planing the doors for better fit; even such a simple thing as pounding nails back into fences. These are the types of repairs your Board of Directors would like to encourage—providing you personally feel you have the competence to carry them out. This is an area of potentially large savings on the cost of repairs provided for out of common fees. All other types of repairs will be done as soon as possible after being reported to Management.

Preventative Maintenance

This is defined as the pre-planned servicing of an item prior to its reaching a stage where repair will either be much more expensive or not possible anymore. The current program of Preventive Maintenance Repair will be as decided by the Board of Directors.

Repair Service Charge

An administration fee shall be charged to unit owners for service calls made for repairs which are determined to be the responsibility of the unit owner. Your co-operation in the maintenance policy is solicited. If we all try our best to follow these guidelines, we can no doubt ensure that maintenance charges remain at a reasonable level.

Unit Owner Maintenance Responsibilities

The maintenance, repair and/or replacement of the following items are the responsibility of each unit owner.



1. Door hardware (hinges, locks and handles)
2. Window hardware (handles and hinges)
3. Broken (glass) windows and screens

4. Weather-stripping
5. All light bulbs
6. Insulation
7. * Frozen pipes
8. Any damage to common elements caused by owner
9. Aluminum storm/screen doors
10. Internal wiring/plumbing
11. Approved exterior changes

***Resultant damage from burst pipes is an insurance claim on an "ALL RISK" policy. The Corporation carries "all risk" coverage; however, unit owners will be responsible for the deductible portion. Only resultant damage is protected, the cost of the repairs is not.**

Damages

Any damages to the common elements resulting from the misuse or from unusual or unreasonable use shall be borne by the unit owner who, or whose family, guests, visitors or agents caused the damage. Additionally, any damages to the common elements caused by acts of vandalism are also borne by the owner of the unit where the vandalism occurred.

Administration Fee

If after a unit owner, owner's agent or tenant has been notified of any deficiencies in writing, and these deficiencies have not been rectified within a specified period, the Board of Directors for the Condominium Corporation or their agents, reserve the right to instruct a contractor to complete the said deficiencies and charge all costs back to the unit owner with an additional administration fee

TRESPASS RULE



The following rule has been passed by a resolution of the Board of Directors, in order to clarify and reinforce the intent of the existing Declaration, Bylaws and Rules. This rule is consistent with the Criminal Code of Canada, The Condominium Act 1998, and the Trespass to Property Act R.S.O. 1990 Chapter T.21.

Rule

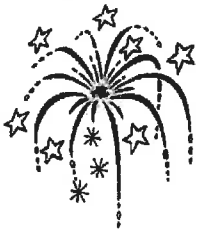
Access to the Common Elements shall be restricted to owners, their families, guests, tenants, servants, agents or visitors. All Common Elements shall not be accessed or used by anyone for purposes other than originally intended. This includes any playing on roadways and parking lots; loitering and destructive activity of any kind; foul language and littering. This rule is intended to prevent unreasonable interference with the use and enjoyment of the units and to confirm that owners and residents are entitled to a reasonable level of privacy.

Intent

The intent of this rule is to provide unit owners and residents with the same rights of privacy, as they would enjoy in the case of a single-family dwelling. The Condominium owner has the same right to privacy as any other property owner.

Provisions in the Criminal Code of Canada and the Trespass to Property Act offer further protection to property owners in terms of preventing unreasonable interference with the use and enjoyment of their property. The Board of Directors are satisfied that this rule is consistent with these provisions. The Corporation believes that all Common Elements should be used for the purpose that they were originally established for, e.g. parking of vehicles.

FIREWORKS RULE



Owners and tenants, their families, guests, or visitors shall not set off fireworks on the property at any time, including those time periods permitted by Municipal By-Laws.

In the past few years, the purchase of fireworks has been permitted in Ontario. As a result, there has been a greater incidence of Bethamy Woods of residents setting off fireworks in a dangerous or disruptive manner.

Examples include setting them off near cars in parking bays and near units where they can land on the roof. In one case, fireworks were launched from inside a unit. Also, there are numerous incidences of fireworks being let off in the middle of the night, waking adults and frightening children. The Condominium Board would like to remind residents that fireworks are **not allowed** on the property **at any time**.

If a resident is caught setting off fireworks, they will get **ONE** warning letter from the Property Manager. If they continue with this behaviour, the matter will be placed in the hands of the condominium lawyer who will send a warning letter to the owner of the unit. The owner will bear the costs for this letter. If further follow-up is required by the lawyer, these costs will continue to be charged against the unit. If a resident has already received a warning letter from last year, that letter counts as your sole warning. The next incidence will be subject to legal action.

Please respect your neighbors' peace, quiet and property.

See page 17 for the policy on NOISE.

VENTING RULE

As some of you may be aware, the replacement furnaces on the market today are High Efficiency, which require a direct venting system to the exterior of the unit.

Direct Vent High Efficiency Furnaces

The installation of a direct vent high efficiency gas furnace and/or water heater shall be permitted subject to the following terms and conditions. This policy is designed to ensure that any installation conforms to municipal building and fire codes for the safety of the unit owners and residents of Carleton Condominium Corporation No. 116.

Permission from the Condominium Corporation - The unit owner shall request permission from the Corporation through the property manager. With the request, the owner shall include literature on the type of gas furnace chosen and manufacturer's installation instructions, a floor plan of the area in the basement in which the furnace is to be installed and the name of the qualified contractor performing the installation.

The unit owner will also include a drawing with specifications of the vent system to be used and the proposed location on the exterior of the unit.

All direct vent high efficiency furnaces and hot water heaters shall be installed by a qualified and licensed contractor and (CGA) Canadian Gas Association approved.

In addition:

- a) The exhaust pipe shall be of white or black PVC gooseneck type, not a straight horizontal angle-cut.
- b) The pipe is to be directed away from the wall in order to avoid any damages. Any siding or wood rot damages resulting from improper installation will be repaired and charged back to the unit owner.

POOL POLICY

No wading pools deeper than 12 inches are to be used by residents. No pool shall be left unattended when containing water. All care must be taken when emptying pool as to not create soggy ground. All consideration must be taken for reducing water usage when using wading pools. Empty wading pools must not remain on common elements.



Wading Pool Rule

The Condominium Board wishes to remind residents that water is a shared common expense. For this reason, car washing has always been banned from the property as an excessive use of water.

In the past few years, wading pools have gotten larger and larger. The reality is that an 8 foot diameter inflatable pool, which is 26 inches deep, contains 2300 litres of water! Since the pool cannot be left filled and unattended, it gets drained every day. This comes under excessive use of water. As a result, any pool larger than a child's wading pool is not allowed on the property.

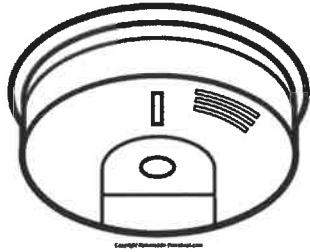
Other reasons for banning large wading pools:

- 1) They damage to the grass they sit on. Smaller kiddie pools can do this and should be taken off the grass after daily use.
- 2) Dumping that large amount of chlorinated water damages the grass and soil. It is illegal to dump it down the storm sewers in the parking lot. The water would need to be drained through the unit.
- 3) Any pool deeper than 24 inches must be surrounded by a 5 foot fence by City By-Law. Even if you could fit it in your backyard, the fence isn't high enough. That is why hot tubs are not allowed, even ones with locking lids.
- 4) The pool must be attended at all times to avoid drowning accidents. Remember, a toddler can drown in an inch of water so kiddie pools should not be left unattended either.
- 5) There is a perfectly good city pool, as well as several smaller free water parks, within easy walking distance of Bethamy Woods.

While the Board does not want to prevent summer heat relief for children, we would ask that parents use kiddie pools with consideration for water usage. At no time are children allowed to

play with hoses, sprinklers or plastic water slides. Not only is this excessive use of water but often the kids leave the water running when they are finished playing.

Water takes up the biggest percentage of our condo fees and the costs increase every year. Please be responsible with your water usage.



SMOKE & CARBON MONOXIDE DETECTORS

The Corporation sends out verification forms annually to assist each unit owner in meeting his or her responsibility as well as providing records of compliance to ensure that the smoke/carbon monoxide detectors are functional and meets current code requirements.

The Condominium Corporation is bound by law and subject to a substantial fine if smoke detectors are not verified on an annual basis. The Board of Directors will not expose the Corporation to such a risk/liability or put its residents at risk.

RULE AMENDMENT PROCEDURE

The Board may make rules respecting the use of common elements and units or any of them 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.

Any rule made shall be effective thirty (30) days after notice thereof has been given to each owner unless the board is in receipt of a requisition in writing made by owners who together own at least 15 per cent of the units. A meeting of the owners shall be called and if the meeting is not called and held within thirty days of receipt of the requisition, any of the requisitionists may call the meeting, and in such a case, the meeting shall be held within sixty (60) days of receipt of the requisition.