
HUDSON PARK

235 & 245 Kent Street, Ottawa, ON

Ottawa Carleton Standard
Condominium Corporation 809

Condominium Rules

EFFECTIVE DECEMBER 31ST, 2020

Professionally Managed by Axia Property Management

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HUDSON PARK**OTTAWA-CARLETON STANDARD****CONDOMINIUM CORPORATION NO. 809****(the "Corporation")****RULES****Date of Board Resolution February 19th, 2019**

The following Rules respecting the use of the common elements and units are made to promote the safety, security and 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. **All previous Rules are hereby repealed.**

The following rules shall be observed by all Owners and any other person(s) occupying the unit with the Owner's approval, including, without limitation, members of the Owner's family, tenants, guests and invitees.

The Corporation may pass additional Rules or amend or delete existing Rules from time to time in accordance with the *Condominium Act, 1998*.

Definitions

Owner: Shall include Owners, their families, visitors, agents, tenants and occupants of the unit.

Any other words and phrases which are defined in the *Condominium Act, 1998* (as amended from time to time), or the Regulations thereunder or any successor thereto, ("the Act") shall have ascribed to them the meanings set out in the Act.

1. GENERAL

- a) Any losses, costs or damages incurred by the Corporation by reason of a breach of any of the Corporation's Rules in force from time to time by any Owner, his or

her family, guests, servants, agents, tenants or occupants of his or her unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses. Without limiting the generality of the foregoing, such losses, costs or damages shall include, but shall not necessarily be limited to, the following:

- i. All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, these Rules;
 - ii. An administration fee in the amount of \$115.00, to be payable to the Corporation for any violation of these Rules that continues after initial notice has been sent, and further administration fees of \$115.00 per violation. This administration fee will be reviewed by the Board at the beginning of each fiscal year to reflect anticipated administrative costs.
- b) No restriction, condition, obligation or provision contained in any Rule or Rules of the 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.
 - c) Each of these Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these Rules shall not impair or affect in any manner the validity, enforceability, or effect of the remaining part of that Rule (if appropriate) or of the Rules, and in such event, the other part of the Rule (if appropriate) or the other Rules shall continue in full force and effect as if such invalid Rule or part of a Rule had never been included herein.
 - d) If a Rule is inconsistent with the provisions of the Declaration or By-Laws of the Corporation, the provisions of the Declaration and By-Laws shall prevail and the Rule shall be deemed to be amended accordingly.
 - e) Reasonable notice for the purpose of the Rules shall be deemed to be 48 hours' notice, and reasonable hours shall be 9:00 a.m. to 5:00 p.m. Monday to Friday, excluding statutory holidays, subject to amendment by the Board.
 - f) Notice required to be given to either the Corporation or an Owner shall be given by regular mail, email or fax. When notice is required to be given to an Owner, the notice shall be given to the address or number on record of the Corporation, as provided by the Owner.

- g) Any repairs to the unit shall be made only during reasonable hours as set out in Rule 1.e).

2. GENERAL PROHIBITIONS

- a) No Owner shall do anything, or permit anything to be done, on the property that is contrary to any Provincial or Federal Statute (including Canada's Criminal Code), or Municipal By-law or any Rules, Regulations or Ordinances passed under any Statute or Municipal By-law.
- b) 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:
- i. increase the risk of fire or the rate of fire insurance on the building, or on property kept herein;
 - ii. obstruct or interfere with the rights of other Owners, or in any way injure or annoy them;
 - iii. create or permit the creation or continuation of any noise or nuisance which, in the sole discretion of the Board, may or does disturb the comfort or quiet enjoyment of the property by other Owners or occupants or their families, guests, visitors and persons having business with them. No noise resulting from the Owner's use of a unit shall be permitted to be transmitted from one unit to another. If the Board determines that any noise is being transmitted to another unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such unit shall at his or her expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitor's fees).
 - iv. 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;

- v. conflict with any Rules or ordinances of the Board of Health or with any statute or municipal by-law.
- c) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the common elements over which the Owner has exclusive use.
- d) No auction sales, private showing (with the exception of open houses or showings for the purpose of sale/rental of a unit), or public events shall be allowed in any unit or on the common elements without the express written consent of the Board.
- e) The recording of media (ex. filming a move, taking photos) for commercial purposes, except for the purposes of selling or leasing a unit, in any dwelling or parking unit or on the common elements is prohibited except when authorized by written consent from the Board.
- f) No Owner shall use the common element property of the Corporation, except for the common elements over which the Owner has the exclusive use, for commercial purposes without a prior written consent from the Board.
- g) Owners shall be responsible for any increase in insurance premiums on any of the Corporation's insurance policies which result from any act or omission of the Owner or the Owner's family, visitors, agents, tenants or occupants of the unit. Any such amounts shall be recoverable by the Corporation in accordance with Rule 1.a).

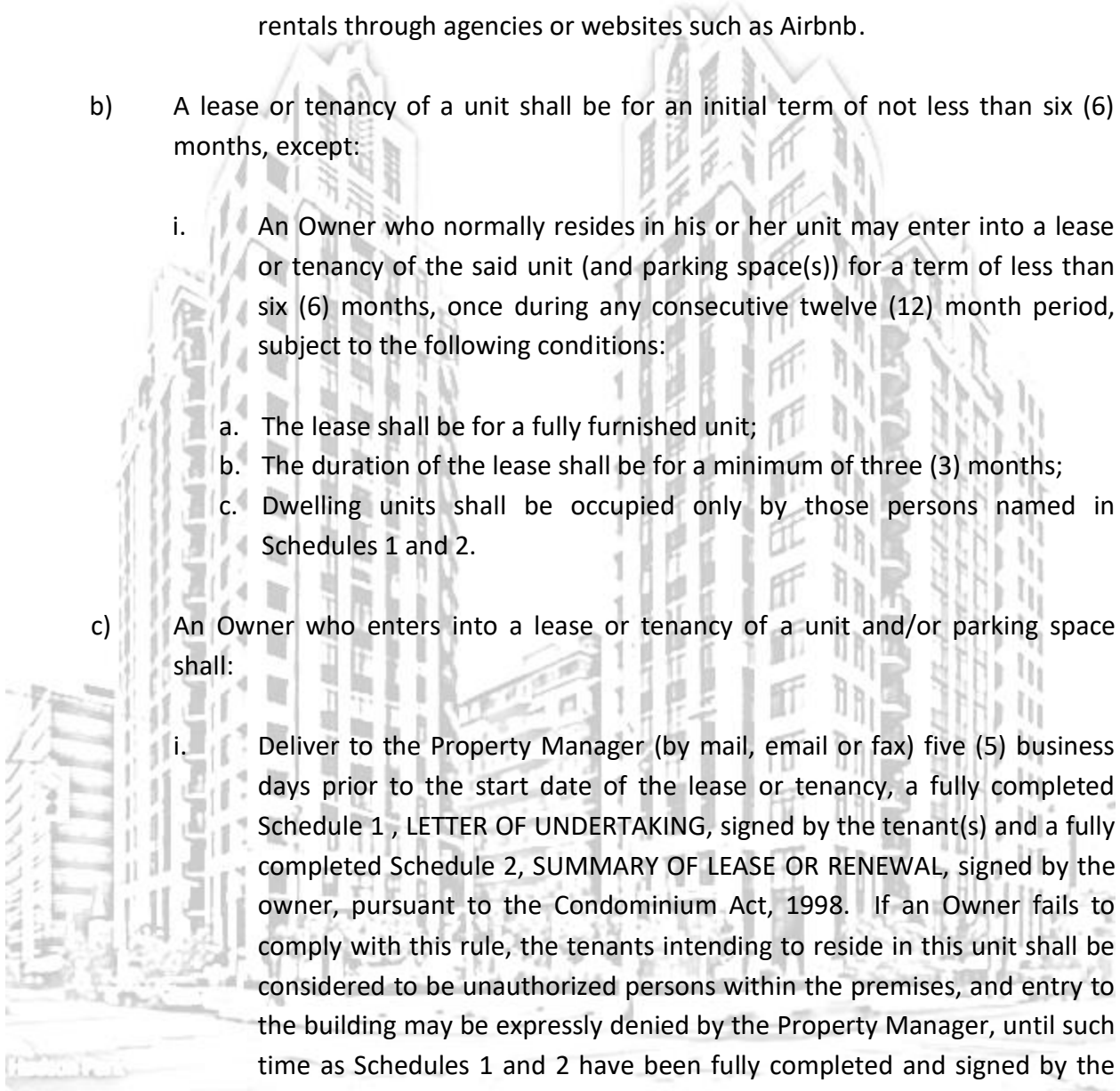
3. PETS

- a) No Owner or occupant of a dwelling unit shall maintain, keep or shelter any animal, livestock, reptile or fowl therein, other than household pets as herein and in the Declaration defined. For the purpose of this restriction upon the use and occupation of dwelling units, the term "household pets" shall mean a caged bird, aquarium fish, domestic cat and/or dog. If such household pet becomes a nuisance and causes unreasonable interference with the use and enjoyment by Owners of other dwelling units and the common elements, the Board may require the pet Owner to permanently remove such pet from the property upon two weeks' written notice, as set out further in 3(h) below.
- b) Any dog or cat must wear a collar with the identification of its Owner.

- c) No dangerous animal or pet shall be permitted to be in or about any unit or the common elements at any time, and no attack dogs shall be permitted. No breeding of pets shall be carried on in the property.
- d) No household pet shall be permitted to make excessive noise, and for the purpose of this provision, “**excessive noise**” shall mean noise which is annoying or disturbing to any Owner, but nothing herein shall restrict the discretion of the Board or Property Management.
- e) Unless within the confines of a dwelling unit, all dogs and cats shall be carried or leashed and this provision shall be applicable to the whole of the common elements, whether interior or exterior (i.e. rooftop terrace).
- f) No pet shall be left unattended on the balcony.
- g) No pet shall be permitted to soil or damage any part of the common elements whether by waste, excrement or otherwise, and in the event of same, the Owner of the pet shall make good such damage and effect the removal of waste and save harmless the Corporation from any expense in connection therewith, and it is hereby understood that the minimum charge for the removal of excrement from the property by the Corporation shall be \$100.00 per removal plus the cost of cleaning or carpet repair, where required, chargeable against the unit Owner in whose unit the pet is a resident or which unit the pet is visiting, in accordance with the Corporation’s governing documents.
- h) Anyone who keeps a pet on the property contrary to these Rules (or any of them) shall receive a warning, and then, failing compliance with the Rules, shall receive written notice whereupon the Owner shall be required, within two (2) weeks of receipt of a written notice from the Board or the Property Management requesting the removal of such pet from the property, to permanently remove such pet from the property. The Board reserves the right to proceed without a written warning in the event that such pet causes a safety concern.
- i) Household pets are not allowed in the fitness rooms.

4. LEASING AND OCCUPANCY

- a) For the purposes of Article 4 of the Declaration, the term “residential purposes” shall specifically prohibit:

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- i. Hotel or boarding or lodging house use;
 - ii. The disposition of an Owner's or tenant's interest or right to occupy the residential unit whereby the party or parties acquiring such interest or right is or are entitled to use or occupy the unit on a transient use basis or under any arrangement commonly known as time sharing or short term rentals through agencies or websites such as Airbnb.
- b) A lease or tenancy of a unit shall be for an initial term of not less than six (6) months, except:
- i. An Owner who normally resides in his or her unit may enter into a lease or tenancy of the said unit (and parking space(s)) for a term of less than six (6) months, once during any consecutive twelve (12) month period, subject to the following conditions:
 - a. The lease shall be for a fully furnished unit;
 - b. The duration of the lease shall be for a minimum of three (3) months;
 - c. Dwelling units shall be occupied only by those persons named in Schedules 1 and 2.
- c) An Owner who enters into a lease or tenancy of a unit and/or parking space shall:
- i. Deliver to the Property Manager (by mail, email or fax) five (5) business days prior to the start date of the lease or tenancy, a fully completed Schedule 1, LETTER OF UNDERTAKING, signed by the tenant(s) and a fully completed Schedule 2, SUMMARY OF LEASE OR RENEWAL, signed by the owner, pursuant to the Condominium Act, 1998. If an Owner fails to comply with this rule, the tenants intending to reside in this unit shall be considered to be unauthorized persons within the premises, and entry to the building may be expressly denied by the Property Manager, until such time as Schedules 1 and 2 have been fully completed and signed by the tenant(s) and Owner(s) and received by the Property Manager. The Owner shall be liable for any costs, which may be incurred by the Property Manager in enforcing this Rule. It shall be the responsibility of the Owners to ensure that the information contained in these documents remains current during the term of the lease or tenancy. Any changes

shall be reported immediately to the Property Manager (by mail, email or fax).

- ii. Any Letters of Undertaking or Lease Summary and Renewal forms, which are outstanding or incomplete on the date these Rules come into force shall be completed and delivered to the Property Manager within thirty (30) days of the Rules coming into force. Any Owners who fail to comply with this Rule will be pay to the Corporation an administration charge of \$100.00 for each thirty (30) day period a fully completed Schedule remains outstanding.
- iii. Ensure compliance, by all tenants, occupants, residents and guests of the unit, with the elevator and moving rules, as defined in rule 17.
- d) The Owner shall be held responsible personally for ensuring that their tenants and their tenant's families, visitors, agents, guests and other occupants of the unit comply with the provisions of the Condominium Act, the Declaration, the By-laws and the Rules of the Corporation respecting the use of the units and the common elements, including such elements as the lounge, gym and rooftop garden (and any rules posted in respect of the use of such elements), and shall be liable for the costs of any special cleaning or repairing damages caused by the aforementioned persons, including the replacement of furniture or fixtures and the costs associated with any legal action that may be required to recover the costs of damages.
- e) If the Property Manager notifies an Owner that the Owner's tenant has breached any provisions of the Condominium Act, the Declaration, the By-laws and the Rules of the Corporation, the Owner shall take immediate action to ensure the Owner's tenant's compliance with said provisions, and shall notify the Property Manager in writing (by mail, email or fax) within ten (10) days of the action(s) she or he has taken to do so. Owners who fail to comply with this Rule shall be pay to the Corporation an administration charge of \$100.00 to cover the cost of ensuring compliance. Also, the administration charge of \$100.00 will be payable by the owner each time their tenant repeats a breach. In the event that the Corporation commences legal action in order to enforce the Condominium Act, the Declaration, the By-laws and the Rules of the Corporation, the Owner shall be responsible for the costs of such legal action.

- f) Within twenty (20) days of ceasing to lease a dwelling unit (and parking space(s)), or within twenty days of becoming aware that the tenant has vacated or abandoned the unit as the case may be, the Owner shall notify the Property Manager in writing (by mail, email or fax) that the unit(s) is no longer leased, and the Owner shall be responsible for the costs to the Corporation for the non-return of any fobs, keys, identification cards, parking garage remote control devices, or similar means of identification or access initially provided to such tenant(s) and for any costs incurred by the Corporation by reason of the Owner's failure to comply with this Rule.
- g) No waivers or exceptions to these Rules shall be permitted without the approval of the Board. Such approval to be sought and given in writing (by mail, email or fax).

5. BUILDING SECURITY

- a) For the purpose of this rule, building access devices means keys, fobs, garage door remotes and any other similar device that permits access to the building.
- b) Under no circumstance shall building access devices be made available to anyone other than the Corporation, an Owner or occupant of a dwelling unit without notifying either the Superintendent or the property manager.
- c) Fobs must be registered with the Superintendent. If a fob is purchased to allow access to the building to someone who is not a resident, for example, a non-resident family member, a cleaner or caregiver, the fob must be registered in the name of the non-resident.
- d) If a fob is lost, the loss must be reported to the Superintendent immediately so that the fob can be deactivated.
- e) Building access doors shall not be left unlocked or wedged open unsupervised for any reason.
- f) No Owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks. All door locks and keys must be compatible with the existing master lock systems. If any Owner requires his keys, access codes, garage door remote, post office box key, or any other access device to be replaced, all costs associated with the replacement shall be the responsibility of the Owner. Owners shall only receive one garage door remote per parking space. The Corporation shall keep the master lock systems in safe storage.

- g) Residents who will be absent from their dwelling units for more than five (5) days shall advise the Property Manager of their period of absence and give the name, address and telephone number of a contact person during their absence or the names of persons who will be occupying the dwelling unit in such resident's absence.
- h) Owners or occupants of dwelling units shall not tamper with or cause in-suite surveillance and monitoring system or smoke alarms to unnecessarily activate. Any Owner of a dwelling unit who causes or whose occupants of the unit cause a false alarm, which alarm is monitored and recorded, shall pay to the Corporation an administrative charge of \$250.00 forthwith upon receipt of an invoice from Property Management, and if the invoice is not paid by the dwelling unit Owner to the Corporation within 7 days, the Corporation shall be and is hereby authorized to add the administrative charge of \$250.00 to the Owner's next monthly contribution towards common expenses, and such amount may be collected from the Owner in the same manner as common expenses. The Owner is further responsible for all municipal or other governmental authority charges resulting from this action, which, if unpaid, shall be added to the Owner's next monthly contribution towards common expenses and be recoverable as such.

6. ENTRY TO THE UNIT

- a) This Rule is supplementary to the Corporation's right of access set forth in the Act and the Declaration.

i. Entry

The Corporation may enter any unit, upon reasonable notice, in order to carry out the objects and duties of the Corporation. **For greater clarity, in circumstances where the Superintendent has to grant access to the unit to a contractor in the absence of the unit resident, the Superintendent will not remain in the unit while the work is performed, except in extraordinary circumstances. The onus is on the resident, who prefers to have someone home while work is being carried out, to make arrangements to have someone present.** Note, however, that in the case of an emergency it may be reasonable for the Corporation to gain immediate access to a unit (i.e., without notice).

ii. Regular Inspections

The Corporation may also conduct “regular inspections” as follows:

- When a unit is sold or mortgaged, the Corporation may conduct an inspection of the unit prior to issuance of a status certificate.
- The Corporation may conduct scheduled inspections and maintenance at pre-determined intervals each year. These inspections may be conducted for the following purposes:
 - (1) Assessment of the condition of components of the common elements or other conditions which may affect the common elements or other units;
 - (2) Visual review of any condition which might violate the provisions of the Act or the Corporation’s Declaration, By-laws and Rules;
 - (3) Inspection of smoke detectors and door closers.

iii. Unacceptable Conditions

If, upon entry to a unit, the Corporation discovers any condition which contravenes the Act or the Corporation’s Declaration, By-laws or Rules, the Corporation may:

- Take steps to remedy the condition at the expense of the Owner of the unit;
- Give notice of the condition to the Owner of the unit;
- Take such other steps as the Board deems appropriate.

However, the Owner of the unit, including any purchaser of the unit, shall be entirely and exclusively responsible for any such condition whether or not the condition has been detected by the Corporation, whether or not the Corporation has given any notice of the condition to the Owner or to the purchaser, and whether or not the Corporation has taken any other steps related to the condition. In other words, no steps taken by the Corporation hereunder shall relieve the Owner, including any purchaser of the unit, from full responsibility for the condition of the unit and any modifications made to the unit or the common elements by any Owner of the unit, including any prior Owner of the unit. It is the duty of every Owner to make or arrange all necessary inspections in order to ascertain

the condition of the unit and any such modifications to the common elements and then to take any appropriate corrective action.

7. SUPERINTENDENT

- a) The Superintendent and any Property Management staff employed, from time to time, by the Corporation will be instructed not to allow visitors, workmen or delivery persons entry in the building except in accordance with s. 118 of the Act.
- b) The Superintendent will also be instructed to have any cars which are improperly parked on the property (including residents' vehicles) tagged and/or towed from the property at the car owner's expense.
- c) The Superintendent is authorized by the Board to issue warnings and inquire about the identities of people on the Corporation's property.

8. SAFETY

- a) No storage of coal or any combustible materials or offensive goods or dangerous goods including firecrackers or other fireworks shall be kept in the units, in the storage lockers or on the common elements.
- b) Owners and occupants shall not overload existing electrical circuits.
- c) Water shall not be left running unless in actual use.
- d) No appliance shall be working within the unit if there is no one in the unit.
- e) No barbeques may be operated on any part of the common elements including any part designated to be for the exclusive use of a unit Owner including balconies, terraces and patios except for the natural gas barbeques on the common rooftop terrace.
- f) Owners or occupants of units shall ensure that the smoke detectors in the units and the carbon monoxide detectors, if required by the Ontario Building Code, are in good operating order at all times and shall not tamper with nor cause them to unnecessarily activate. Owners shall not paint over the detectors. The Corporation or Property Management Company shall be entitled to access the Unit once per year to test the detectors, upon providing reasonable notice.

- g) Smoking is prohibited in accordance with Rule 22.
- h) Owners are responsible to ensure that the exterior light fixtures (servicing their unit) contain a working light bulb.

9. COMMON ELEMENTS

- a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property including grass, trees, scrubs, hedges, flowers and flower beds.
- b) No building structure, tent, enclosure, antenna or satellite dish shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements, including exclusive use common elements, except as permitted under the Declaration and/or By-laws of the Corporation. No cable shall be strung on any part of the common elements, except with the written consent of the Board.
- c) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings including unit windows or common elements, including exclusive use common elements, whatsoever except as follows:
 - i) Residents may post notices, for personal purposes, only on Notice Boards that are installed in all the elevator lobbies (1,A,B,C,D) and in stairwell B near the exit door. Each notice shall contain the unit number and the date of posting. Subject to the Board's discretion to establish a shorter posting period, a notice shall not be posted for more than two (2) weeks. Notices which advertise commercial products or services shall not be posted. The Board may, at its discretion, remove any notices which they feel are inappropriate and/or which may expose the Corporation to a potential claim. Under no condition shall any notice be posted which relates to the following:
 - personal disputes between owners;
 - personal / privacy related content;
 - issues concerning an employee or contractor of the Corporation;

- items which should not be viewed by any person other than an Owner in the building (i.e. by a guest, contractor, tenant);
- information which, on its face, may be considered defamatory;
- hateful messages or messages containing profane language;
- information related to building deficiencies or dealings with the developer.

Guidelines for posting notices, as approved by the Board, are located on the approved Notice Boards. The guidelines may change from time to time.

- ii) Election signs of a reasonable size may be posted in a unit window in accordance with s. 88.2 of the Municipal Elections Act and any other relevant legislation. Such signs must be removed within forty-eight hours of the date on which the election is held.
- d) The sidewalks, entries, passageways, hallways, stairwells, walkways and driveways which are part of the common elements shall not be obstructed by any of the Owners or occupants or used by them for any purpose other than for ingress and egress to and from the building, a unit or some other part of the common elements.
- e) No goods and chattels may be left or stored on the common elements or in any parking unit except as specifically authorized by the Declaration, By-laws and Rules or by the Board. In particular, any mats and personal footwear left in the hallway shall be disposed of by the Superintendent without notice.
- f) Any item on the common elements in contravention of these Rules may be removed by the Board at the risk and expense of the Owner of the item.
- g) No bicycle shall be placed, located, kept, maintained or stored in a dwelling unit or on the common elements, including the exclusive use balconies, except in the Owner's locker or in the designated bicycle storage area in the parking garage or on the bicycle storage rack located on the parking unit. Bicycles shall not be taken on elevators, or in the lobby, stairs, or hallways. Bicycles must be transported to the bicycle storage area through the parking garage ramp.
- h) Only seasonal furniture is allowed on balconies and terraces, and no umbrellas or clotheslines shall be permitted. No flower boxes or any other items shall be

affixed to the railings. No carpets or other porous material shall be placed on the balcony.

- i) In accordance with its access rights pursuant to the Act, the Board has the right to enter upon any part of the common elements designated for the exclusive use of an Owner of a dwelling unit for any purpose relating, directly or indirectly, to its objects and duties including carrying out inspections, maintenance, repairs, additions, alterations or improvements to the common elements.
- j) Seasonal decorations shall not be installed prior to November 15. Seasonal decorative lights shall not be turned on earlier than December 1 and shall be turned off by February 1.
- k) Soliciting on any part of the common elements is not permitted.

10. DWELLING UNITS

- a) No Owner or occupant shall make any architectural, plumbing, electrical, mechanical or structural alterations in or to the dwelling unit without the prior consent of the Board. These alterations, if approved by the Board, shall also be made in accordance with the Declaration and the By-laws of the Corporation.
- b) No Owner shall install curtains, drapery, vertical or horizontal blinds, or similar window coverings visible from the exterior, in other than off-white or white colour or alter the interior design or colour of any part of the dwelling unit or balcony area where such change, alteration or decoration is normally visible from the exterior thereof. Wooden shutters shall be allowed provided that they are painted white or off-white, or are in a light wood colour.
- c) No Owner shall permit an infestation of pests, insects, vermin, or rodents at any time in his or her units or adjacent common elements and shall be responsible for the payment of all costs to remove same. Each Owner shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and, in the event that a full spraying program is required, all Owners shall fully cooperate with the Manager or provide access to each unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the building.

- d) Owners shall not allow the humidity levels in the unit to cause condensation, mold or mildew or otherwise to result in harm to the property.
- e) Owners shall keep the unit at a reasonable temperature. Owners must ensure that the temperature of the unit does not result in freezing pipes, excessively cold walls, condensation, excessive heat or other problems which may cause harm to the property or any nuisance or discomfort to other residents.

f) No owner shall install a refrigerator with a water supply in their unit;

Grandfathering:

This prohibition does not apply to owners already in possession of a refrigerator with a water supply as of March 30th, 2020 provided that the owner registers with the corporation on or before May 31st, 2021. To register, the owner must provide the Corporation with the following information;

- full name of owner(s), Unit number and general information regarding the refrigerator (make, model, serial number, date of purchase (if known));

The grandfathering continues until the refrigerator is changed for another one. At that time, the supply line should be properly sealed to the satisfaction of the corporation.

- g) Units shall be used only for such purposes as provided for in the Corporation's Declaration and as hereinafter provided. No immoral, improper offensive or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies shall be strictly observed.

11. NOTICE TO CORPORATION OF DEFECTS, SYMPTOMS OR ACCIDENTS

- a) Owners shall give the Corporation prompt written notice of the following:
 - i. any structural, mechanical or other defect affecting the property, including any defect in the water pipes, heating system or electrical systems, etc.;
 - ii. any accident occurring on or in relation to the property; and
 - iii. any symptom of a possible problem, such as water penetration, water seepage or leakage, cracks, unusual sounds or noises, smoke or odours.

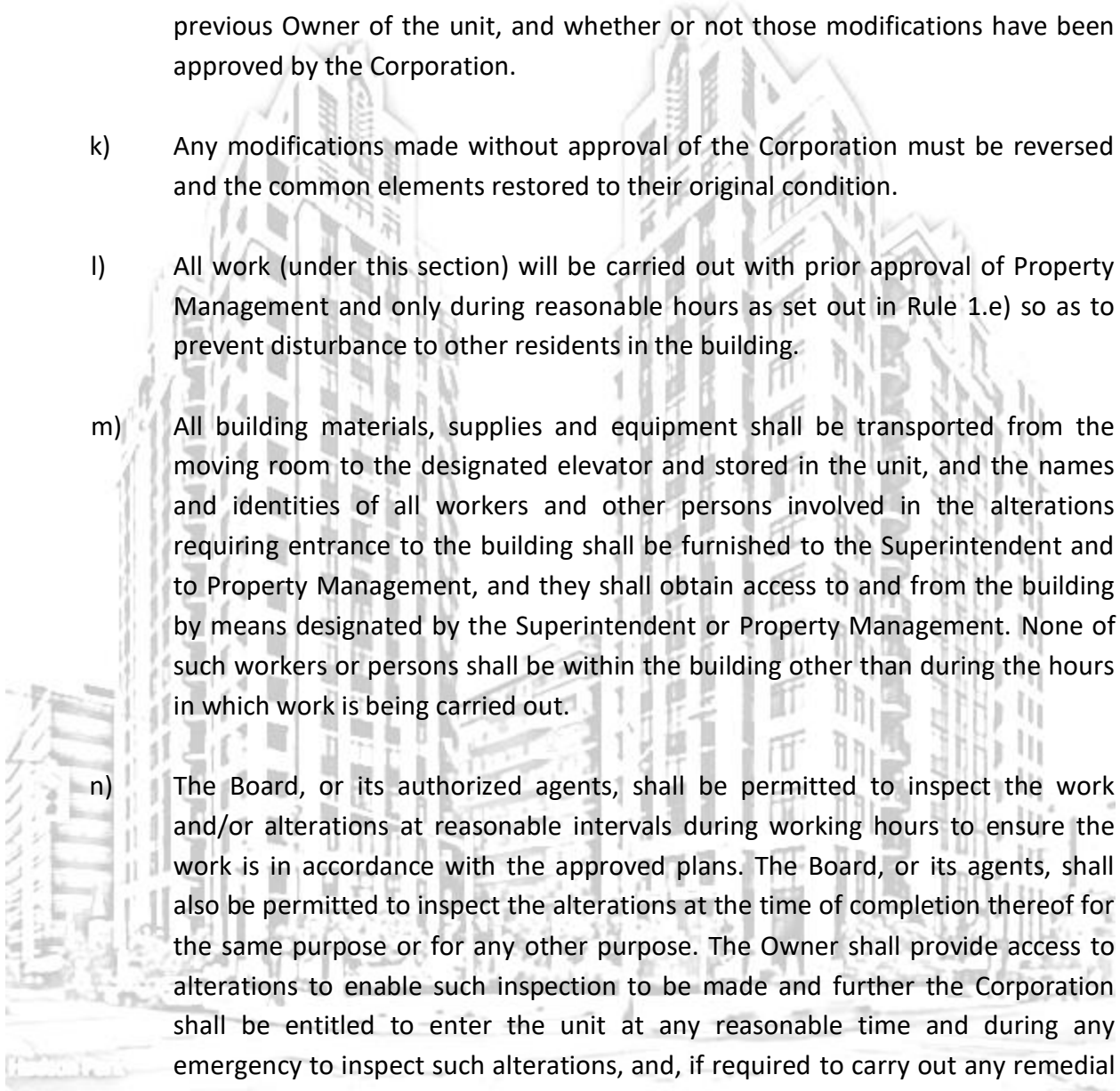
12. STORAGE UNITS AND LOCKERS

- a) Storage units and lockers shall be used only for the storage of personal belongings, and Owners shall not be entitled to store any hazardous materials, petroleum products, flammable, toxic or other waste products in the storage locker or unit.
- b) Storage units and lockers shall not be used as a workshop area.

13. ALTERATIONS

- a) Owners wishing to make any alteration or change to an installation upon the common elements, a structural alteration to the unit and/or any change to the unit or to the common elements shall comply with the Act and shall follow the procedures set forth in the Declaration and in By-law No. 2 of the Corporation and as follows.
- b) Generally, no unit Owner shall make any change to the common elements without the prior written consent thereto of the Board, and subject to the Act and the Declaration.
- c) No plumbing or electrical repairs or alterations within any unit shall be made without the prior written consent of the board.
- d) The Owner shall provide to the Corporation in advance and at the Owner's expense, upon request of the Board and prior to the work being undertaken, a certificate from a professional engineer and/or architect who certifies that all work to be carried out by the Owner will be done in accordance with the plans and specifications filed with the Corporation, and that the work to be carried out does not derogate in any way from the structural integrity of the building, and that the work to be carried out will not have an adverse effect upon the structure of the building, common building services , any other units or the common elements. In addition, the Owner shall provide proof of liability insurance covering the works to be completed.
- e) All work will be completed by the Owner using competent workers as expeditiously as possible, in a good and workmanlike manner and to the satisfaction of the Corporation according to the plans approved. Work will commence as soon as possible following the issuance of final consent of the Board and the alterations shall be completed as soon as possible thereafter.

- f) Prior to the commencement of the work, the Board will require the Owner to furnish a security deposit in the form of a certified cheque or money order for an amount to be reasonably determined by the Board. The said deposit be applied to any and all reasonable legal, engineering and administrative costs including the cost of inspecting the work, and any other reasonable cost incurred by the Corporation with respect to the Owner's alterations (which may include a proportionate share of the Corporation's total expenses in that regard for work which is done for the Corporation rather than merely relating to the Owner's unit) and regardless of whether the other unit Owners approve the proposed alterations. Should the deposit be inadequate to fully cover these costs, the Owner shall reimburse the Corporation for all expenses incurred pursuant to this Rule, failing which these costs may be added to common expenses attributable to the Owner's unit, and may be collected as such.
- g) Each unit Owner who applies to the Board for approval to carry out alterations (aforesaid) and receives the Board's consent to proceed, does so at his or her own expense on the express condition and understanding that, upon being subsequently notified by the Corporation that maintenance and/or repairs must be effected which require the removal of the Owner's alterations, the Owner shall remove the alterations and shall be solely responsible for the full cost of replacing the alterations thereafter to the original design. Any design change will be considered a new alteration requiring the approval of the Board and the entering into of a new agreement between the Corporations and the Owner. If the Owner fails to remove the alteration after notification of the requirement to do so, the Corporation may remove the alterations, and the cost thereof shall be deemed to be a common expense attributable to the unit, and may be collected as such.
- h) The Owner of the unit, from time to time, is entirely responsible for all modifications made to the common elements by the Owner or by a previous Owner of the unit. Accordingly, the Owner of the unit, from time to time, is responsible for all maintenance, repair and insurance related to such modification(s) and must fully and completely indemnify and save harmless the Corporation from any claims, expenses or losses related in any way to the modification(s).

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- i) If an Owner sells his or her unit, the Owner shall, upon request from the purchaser, provide to the purchaser a written list of all modifications made to the common elements by the Owner or by a previous Owner of the unit.
 - j) When a unit is sold, it is the responsibility of the purchaser to determine what modifications have been made to the common elements by the vendor or by a previous Owner of the unit, and whether or not those modifications have been approved by the Corporation.
 - k) Any modifications made without approval of the Corporation must be reversed and the common elements restored to their original condition.
 - l) All work (under this section) will be carried out with prior approval of Property Management and only during reasonable hours as set out in Rule 1.e) so as to prevent disturbance to other residents in the building.
 - m) All building materials, supplies and equipment shall be transported from the moving room to the designated elevator and stored in the unit, and the names and identities of all workers and other persons involved in the alterations requiring entrance to the building shall be furnished to the Superintendent and to Property Management, and they shall obtain access to and from the building by means designated by the Superintendent or Property Management. None of such workers or persons shall be within the building other than during the hours in which work is being carried out.
 - n) The Board, or its authorized agents, shall be permitted to inspect the work and/or alterations at reasonable intervals during working hours to ensure the work is in accordance with the approved plans. The Board, or its agents, shall also be permitted to inspect the alterations at the time of completion thereof for the same purpose or for any other purpose. The Owner shall provide access to alterations to enable such inspection to be made and further the Corporation shall be entitled to enter the unit at any reasonable time and during any emergency to inspect such alterations, and, if required to carry out any remedial work to protect the property, such entry, inspection and/or remedial work shall be deemed the performance of the objects and duties of the Corporation pursuant to the section 19 of the Act.

- o) The Board, or its authorized agents, may give such orders or directions to the workers or contractors as, in their opinion, may be necessary or desirable, acting reasonable, to protect any common element, avoid unreasonable disruption in the use and enjoyment of any common element (including common building services) by persons entitled to such use and enjoyment, or to remedy any lack of cleanliness or to abate any nuisance or disturbance to any Owner or occupant of any other unit. In the event of a breach of any term, covenant or condition herein to be observed by the Owner and his or her agents, the Board or its agents, shall have the right, at any time, to order the work to cease, and in such event, the Owner shall have no recourse against the Board, its agents or the Corporation for any damage directly or indirectly suffered by the Owner by the reason of the giving of any such order or direction.

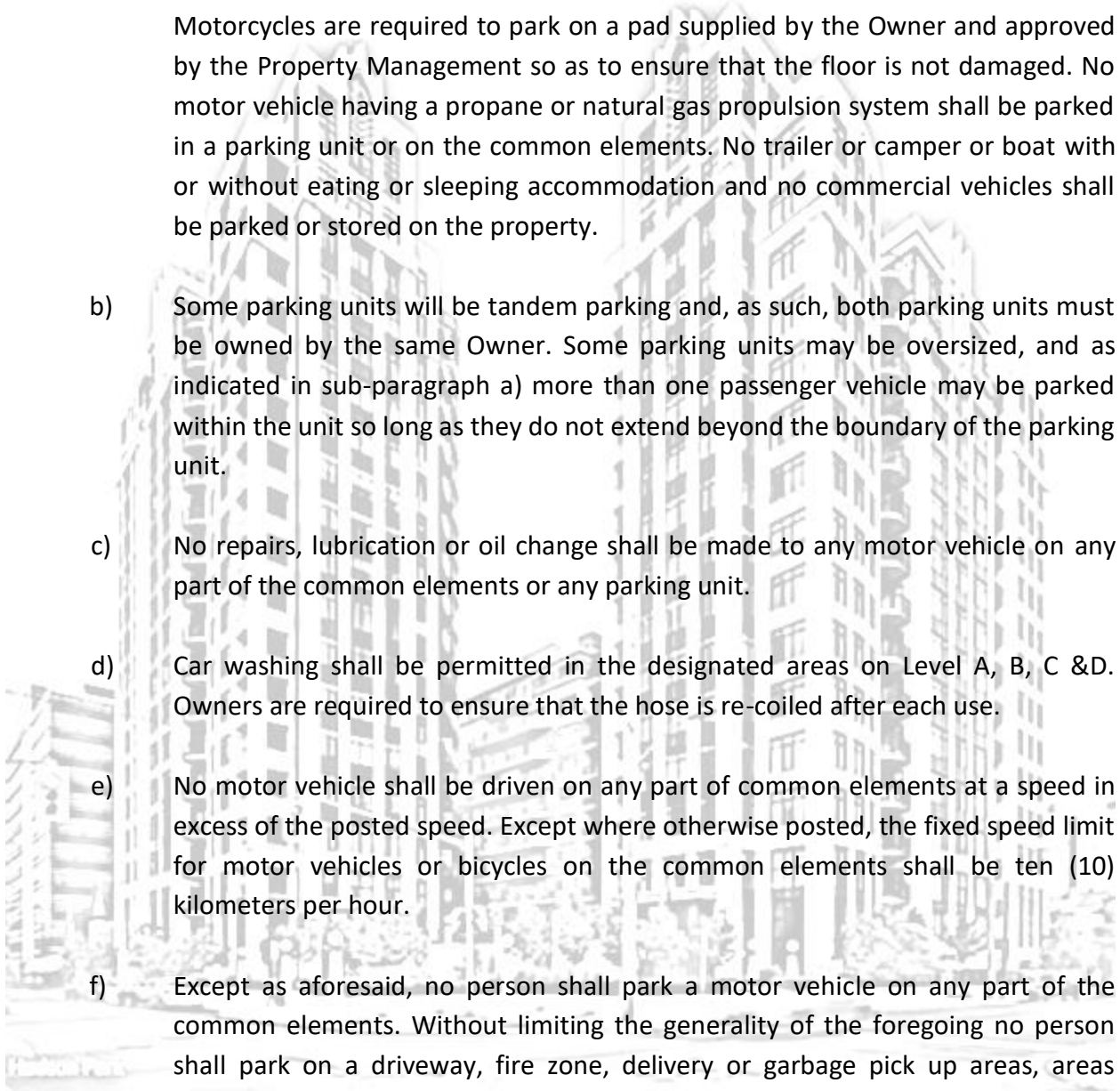
14. WORK IN UNIT

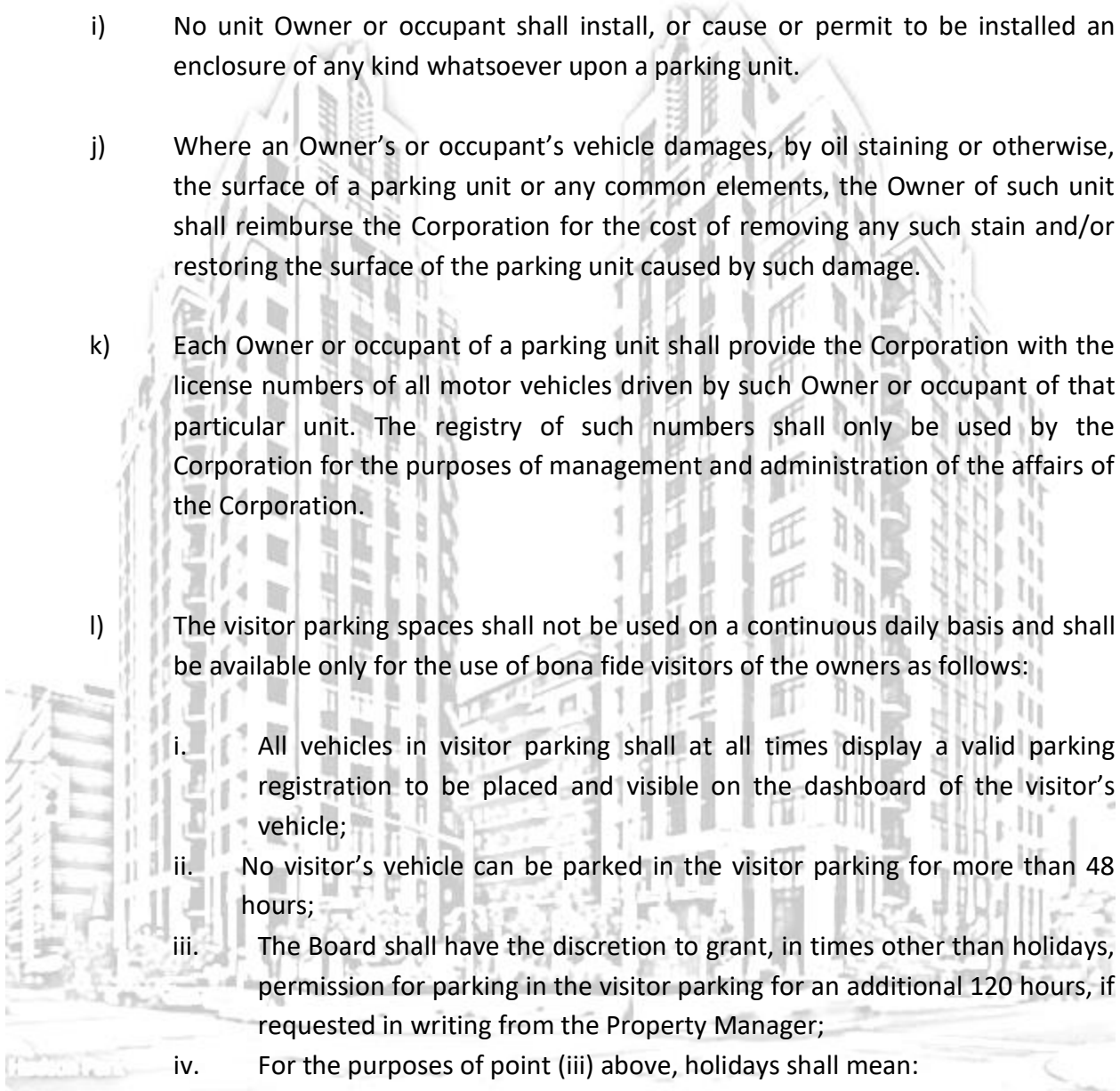
- a) Article 4.1.(g) of the Declaration states as follows:

“Save and except for interior decorating and minor alterations of a cosmetic nature, no owner shall make any change or alteration to the unit, including any alteration of load bearing walls or walls containing service conduits which service other units, without the written consent of the Board.”

- b) When providing written consent pursuant to the above provision, the Corporation may impose such terms or conditions as the Board considers appropriate in each case. However, the following condition shall apply in every case:
- c) Any work, which requires the consent of the Corporation as described in Article 4.1 (g) of the Declaration, shall be carried out only by properly qualified and licensed contractors or tradespersons who have adequate liability insurance to cover any damage which they may cause. In every case, the Owner shall provide to the Corporation written proof, reasonably satisfactory to the Board, that the contractor or tradesperson meets these requirements.
- d) Any structural, plumbing or electrical work carried out in a unit shall be carried out only by properly qualified and licensed contractors or tradespersons who have adequate liability insurance to cover any damage which they may cause. In every case, the Owner shall provide to the Corporation written proof, reasonably satisfactory to the Board, that the contractor or tradesperson meets these requirements.

15. MOTOR VEHICLES, PARKING AND PARKING UNITS

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- a) No parking unit or space shall be used for any purpose other than to park an operable passenger vehicle that is either a private passenger automobile, station wagon sports utility vehicle or motorcycle and no more than one passenger vehicle shall be parked in a unit unless the Owner can accommodate two passenger vehicles without extending beyond the boundary of the parking unit. Motorcycles are required to park on a pad supplied by the Owner and approved by the Property Management so as to ensure that the floor is not damaged. No motor vehicle having a propane or natural gas propulsion system shall be parked in a parking unit or on the common elements. No trailer or camper or boat with or without eating or sleeping accommodation and no commercial vehicles shall be parked or stored on the property.
 - b) Some parking units will be tandem parking and, as such, both parking units must be owned by the same Owner. Some parking units may be oversized, and as indicated in sub-paragraph a) more than one passenger vehicle may be parked within the unit so long as they do not extend beyond the boundary of the parking unit.
 - c) No repairs, lubrication or oil change shall be made to any motor vehicle on any part of the common elements or any parking unit.
 - d) Car washing shall be permitted in the designated areas on Level A, B, C & D. Owners are required to ensure that the hose is re-coiled after each use.
 - e) No motor vehicle shall be driven on any part of common elements at a speed in excess of the posted speed. Except where otherwise posted, the fixed speed limit for motor vehicles or bicycles on the common elements shall be ten (10) kilometers per hour.
 - f) Except as aforesaid, no person shall park a motor vehicle on any part of the common elements. Without limiting the generality of the foregoing no person shall park on a driveway, fire zone, delivery or garbage pick up areas, areas designated by the Board as posing a security risk, or on any parking unit or space other than a parking unit or space which such Owner or occupant owns or leases.
 - g) No Owner or tenant shall park in visitor parking, except as expressly permitted in writing by the Corporation.

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- h) In the event of a mechanical breakdown of a motor vehicle the Owner of such vehicle shall push the vehicle out of any right-of-way and notify the Superintendent immediately of the breakdown, and remove the motor vehicle as soon as a tow truck can be obtained.
- i) No unit Owner or occupant shall install, or cause or permit to be installed an enclosure of any kind whatsoever upon a parking unit.
- j) Where an Owner's or occupant's vehicle damages, by oil staining or otherwise, the surface of a parking unit or any common elements, the Owner of such unit shall reimburse the Corporation for the cost of removing any such stain and/or restoring the surface of the parking unit caused by such damage.
- k) Each Owner or occupant of a parking unit shall provide the Corporation with the license numbers of all motor vehicles driven by such Owner or occupant of that particular unit. The registry of such numbers shall only be used by the Corporation for the purposes of management and administration of the affairs of the Corporation.
- l) The visitor parking spaces shall not be used on a continuous daily basis and shall be available only for the use of bona fide visitors of the owners as follows:
- i. All vehicles in visitor parking shall at all times display a valid parking registration to be placed and visible on the dashboard of the visitor's vehicle;
 - ii. No visitor's vehicle can be parked in the visitor parking for more than 48 hours;
 - iii. The Board shall have the discretion to grant, in times other than holidays, permission for parking in the visitor parking for an additional 120 hours, if requested in writing from the Property Manager;
 - iv. For the purposes of point (iii) above, holidays shall mean:
 - December 11 through January 5;
 - Wednesday before Easter through Tuesday following Easter;
 - Wednesday before Thanksgiving through Tuesday following Thanksgiving;
 - Wednesday before Labour Day through Tuesday following Labour Day;
 - June 29 through July 5.

- v. Parking registration shall be used only in accordance with the rules and guidelines set out by the Corporation, as may be amended from time to time;
 - vi. Parking registration forms are available next to the elevator lobby doors on the visitor parking level. It is the responsibility of the unit Owner to ensure that the visitors properly display a visitor parking registration form while parked in the visitor parking area.
 - vii. Pursuant to section 4.2 (c) of the Declaration, no parking unit shall be leased to a non-Owner or a non-resident of the building;
- m) Only road-worthy, plated and insured motor vehicles shall be kept on the property. Parking spaces are intended for operating vehicles; any cars, trucks or other vehicles deemed to be abandoned or unsightly by the Board are not permitted on the property. All vehicles on the property must be in a proper state of repair and in proper operating condition. Without limiting the generality of the foregoing, vehicles must not leak oil or other fluids.
- n) No persons shall park a motor vehicle in contravention of these Rules in default of which such person shall pay to the Corporation an administrative charge of \$100.00 and/or to have such motor vehicle towed from the property under municipal by-laws, in which event the Corporation and its agents shall not be liable for any damage, costs or expenses howsoever caused in respect of any motor vehicle so removed from the property.

16. AMENITIES

a) General

- i. Residents shall wear proper attire while using the amenities and when going to and from them.
- ii. Use of the amenities shall be at the user's own risk.
- iii. The Board shall have the right, in its sole discretion, to withdraw from any resident the right to use the amenities as a result of any breach or breaches of any rules in respect thereof or misuse of these facilities.
- iv. Users shall be responsible for any damages they cause to the recreational facilities.

- v. The amenities shall be used only by Owners, tenants and their accompanied guests. No guest to a unit shall access the amenities unless accompanied by the hosting Owner or tenant.
- vi. If the Board has a reason to believe that the amenities are being abused, it can instruct the Superintendent to require proof of building residency. In circumstances warranting involvement of the Corporation's security contractor, the Superintendent is authorized to seek their assistance.

b) **Fitness Room**

- i. Children under sixteen (16) years of age shall be accompanied by an adult when using the fitness room for health and personal safety reasons.
- ii. The fitness equipment shall be used at the user's sole risk.
- iii. The fitness room hours shall be determined by the Board of Directors and posted on a sign at the fitness room entrance.
- iv. Television volume shall be off (closed-captioning permitted) between 11 p.m. through 7 a.m. During all other hours, television and various music devices volume (even when using headphones) shall be turned down if it constitutes a nuisance to other users of the fitness room, residents of nearby units or unreasonably interferes with their enjoyment of the fitness room.
- v. Any open windows shall be closed before leaving the fitness room.
- vi. 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. The television is to be turned off upon leaving.

c) **Meeting/ Lounge Room**

- i. To reserve the meeting/lounge room, the Owner must complete an Amenity Room Reservation Agreement. A refundable damage deposit is required at the time of booking. The Property Manager will determine, at its sole discretion, whether the monies are to be refunded after the event. Owners must agree to abide by the rules of conduct outlined in the

permit form, and to assume responsibility for any non-resident guests. The rules as outlined in the permit form are incorporated into the Rules of the Corporation.

- ii. The Owner must be in attendance at the event, and may not rent the room on behalf of others.
- iii. No resident shall permit more persons to be present in the Meeting/Lounge Room than is allowed by the fire marshall's office, as indicated in the rental application.
- iv. Owners must pay a cleaning service fee at the time of booking the meeting room, with the exception that the Corporation may hold its monthly Board of Directors' meeting in the facility without payment of same, provided the room is left in the same state of cleanliness.
- v. The meeting room shall be booked in the event it is planned to be used for a gathering of 8 or more people, or for a private event hosted by an Owner.
- vi. An Owner may request, through the Property Manager, that the Board waive a cleaning service fee in the event the meeting room is booked for a gathering from which no Owners in the building will be excluded and which will consist, for the most part, of Owners and residents in the building, and provided that (a) no food will be served at the gathering; and (b) the meeting room will be left in the same condition of cleanliness. This decision is, however, in the sole discretion of the Board to make. Even if the Board waives the cleaning service fee for the gathering, the hosting Owner is still required to submit, at the time of booking, an Amenity Room Reservation Agreement and a refundable damage deposit.

d) **Rooftop Terrace**

- i. The rooftop terrace area hours shall be determined by the Board, and if they are to be restricted, the hours will be posted on a sign at the terrace entrance. The Board will have the rooftop terrace prepared for opening by May of each year to be open until October 31. Subject to weather conditions and the Board's discretion, the rooftop terrace may be open earlier or closed earlier.

- ii. Smoking is not permitted on the rooftop terrace. Alcohol is permitted only in accordance with the by-laws of the City of Ottawa.
- iii. No person shall engage in any activity causing excessive noise.
- iv. Children under the age of fourteen (14) must be accompanied and supervised by an adult eighteen (18) years of age or older.
- v. Barbeque areas will be available for the use of Owners, on a first come first serve basis, and shall be cleaned after each use. No person shall bring any portable barbeque or other furniture onto the rooftop terrace.

e) **Courtyard**

- i. Pursuant to the Fire Regulations, the doors shall at all times be closed and not left propped open.
- ii. Pursuant to the Fire Regulations, no more than 25 people shall simultaneously be present in the courtyard.
- iii. Smoking is not permitted in the courtyard.
- iv. Consumption of food and drinks is allowed, provided that the courtyard will be left in the same condition of cleanliness.
- v. No loud music or other sound or noise is permitted. A headset shall be used when using any sound-making device.
- vi. Impaired persons are not permitted in the courtyard.
- vii. No private or similar events shall be hosted in the courtyard.
- viii. No one shall lean against the railings in the courtyard.
- ix. The lounge is a separate premise. Therefore, booking the lounge does not give the right to exclude other Owners and residents in the building from the courtyard.
- x. No Owners or residents in the building shall have access to the courtyard between 11 p.m. and 7 a.m.

17. ELEVATORS AND MOVING

- a) Reservations of the elevator for the exclusive use of a resident's move, or for the purpose of building materials in accordance with the renovations being completed by a resident, must be made with Property Management, and only the designated elevator may be used for moving furniture, equipment or building materials. An elevator reservation agreement in a form authorized by the Board must be signed. This form must be completed, signed and received by the Property Manager either by mail, email or fax five (5) business days before the elevator is required. If an Owner fails to comply with this rule, the Property Manager will deny the tenant access to the building.
- b) Each Owner who purchased a unit from the developer, Charlesfort Development Corporation, is entitled to ONE move into and ONE move out of the unit free of charge. This "free move" may at the Owner's discretion, be used to move the Owner's tenant in or out of the building. Once the "free moves" have been used, for any subsequent moves by the Owner or the Owner's tenant, the Owner shall deliver to the Property Manager five (5) business days prior to the tenant's move, two cheques: one cheque, in the amount of seventy-five dollars (\$75.00), to cover the cost incurred by the Corporation for the inspections of the hallways, elevators, lobby and entrance before and after the move and one cheque in the amount of two hundred dollars (\$200.00) to cover the cost of repairing any damage to the common elements of the property caused by the tenant, or person acting on his or her behalf. [If there are no damages, the cheque for two hundred dollars (\$200.00) shall be refunded within thirty (30) business days. The cost of any repairs, which exceed two hundred dollars (\$200.00) shall be charged to the Owner. If the Owner fails to provide the deposit, the Property Manager shall deny the Owners or the Owner's tenant (or any other person acting on his or her behalf) use of the elevators for the purposes of moving.
- c) The Owner and the person reserving the elevator shall be liable for the full cost of repairs of any damage to the elevator and any part of the common elements caused by the moving of furniture and equipment. On the day of the move, the Owner or the Owner's authorized representative shall meet with the Property Manager's staff on site to mutually inspect the common elements (entrance, lobby, elevator, hallways) of the building immediately before the move. This will be repeated immediately after the move. No move shall proceed without the inspection. If an owner fails to comply with this rule, the Property Manager shall not permit the tenant (or any other person acting on his or her behalf) to use the

elevator for the purposes of moving, until such time as the Owner complies with this Rule. The Corporation shall have the right to charge the Owner or person reserving the elevator the cost of any repairs and/or cleaning required.

- d) Except with prior written authorization of the Board, moving shall be permitted only during the hours of 9:00 am to 12:00 pm and 1:00 pm to 4:00 pm. Moves shall not occur on public holidays.
- e) No fee shall apply to transporting on the elevator of single pieces of furniture (for example, newly-purchased items or moving items from the storage locker). However, the Property Manager shall be contacted to put the designated elevator on service and/or attach protective sheets. Should the delivery be effected after the hours during which the Corporation's staff or contractors are available to supervise the transportation of these single pieces, the Owner shall contact the Property Manager in advance to allow for attachment of protective sheets, which will be removed on the next business day in the morning.
- f) Any moves outside the reasonable hours shall be subject to specific requirements, which shall be in the sole discretion of the Board of Directors and to a \$200 administrative fee and any additional Superintendent's fees which may apply.

18. GARBAGE DISPOSAL

- a) Loose garbage is not to be deposited in the garbage room or the area housing the garbage chutes on each level. All garbage must be properly bound, double bagged and tied to prevent mess, odours and disintegration.
- b) Items too large to be dropped down the garbage chute shall not be left in the area housing the garbage chutes. Such items shall be taken to the garbage room in the garage.
- c) Large items such as appliances and furniture shall be removed from the premises and disposed of by the owners in accordance with the City of Ottawa's relevant Regulations by placing them in the area designated for these purposes by the Board of Directors.
- d) All recyclable materials such as newspapers, magazines, cardboard boxes and bottles shall be securely bound and placed in the proper designated area in the

recycle room on the garage level. For greater clarity, floor is not a proper designated area. Recyclable materials shall not be left outside a dwelling unit or in the garage chute area or on any balcony or terrace areas.

19. RECORDS

- a) The Corporation shall maintain records in accordance with the provisions of the Act.
- b) The Owners shall be permitted to inspect the records, and to take copies of the records, in accordance with the provisions of the Act.
- c) The Corporation's records shall be kept in a safe and secure location, so that access to the records is only available to members of the Board (subject to section 55 of the Act) and other persons designated by resolution of the board.
- d) If an owner inspects the corporation's records, that owner shall be accompanied at all times (during such inspection) by a representative of the Corporation – such representative to be designated by the Board.
- e) No person shall be permitted to see the Corporation's records, except as determined by the Board or as authorized by the Act, this Rule, or any other applicable law.
- f) All information collected by the Corporation shall be used only for the objects and duties of the Corporation or as otherwise permitted or required by law.
- g) Information collected by the Corporation shall be disclosed to persons only in accordance with the objects and duties of the Corporation or as otherwise permitted or required by law.
- h) As set out in the Act, Owners are not entitled to inspect certain records. Before an Owner (or an Owner's agent) is permitted to inspect any of the records of the Corporation, the Corporation shall arrange for those records to be reviewed, and for removal or "blacking out" of any records or information which the Owner is not entitled to inspect by virtue of the terms of the Act.

20. SMOKE DETECTORS AND DOOR CLOSERS

- a) Applicable codes require that smoke alarms/detectors be installed and maintained in dwellings and that there are functioning closers for dwelling entry doors. In our condominium, the smoke alarms and door closers are part of the units, and accordingly must be maintained and repaired by the unit Owners.
- b) The Corporation shall conduct annual inspections of the smoke alarms and door closers in order to confirm that Owners are fulfilling their repair and maintenance obligations described above. During or following these inspections, the Corporation shall make any necessary repairs to, or replacements of, smoke alarms and/or door closers. In such cases, each Owner shall be deemed to have consented to have repairs done to his or her smoke alarm(s) or door closer(s) by the Corporation and the cost of such repairs shall be added to the Owner's contribution towards common expenses.
- c) The Corporation or any person authorized by the Corporation may enter any unit, upon reasonable notice, in order to perform the objects and duties of the Corporation described in this Rule. Owners shall not refuse such entry. If an Owner does refuse such entry, the Owner shall be entirely and exclusively responsible for any losses, costs, damages or claims which may result.

21. MAINTENANCE OF HEAT PUMPS

Each owner is responsible for maintaining and repairing all features located within the boundaries of the unit, as further set out in the Corporation's Declaration, including maintenance of the heat pumps (including filter and condensate pan) which are located within the unit boundaries.

22. NO SMOKING

- a) The Hudson Park Condominiums (OCSCC 809) are non-smoking buildings.
- b) For the purposes of this rule, the prohibition of smoking applies to all forms of tobacco consumption including, but not limited to, cigarettes, pipes and cigars and to all cannabis-derived products including marijuana and hashish. It also applies to other types of smoking products such as herbal cigarettes, electronic cigarettes and any other smoke producing substances. This prohibition does not apply to the consumption of any tobacco, cannabis-related or herbal products that do not involve the production of smoke.
- c) Smoking is prohibited on, on and around the common elements, including exclusive use common elements.

- d) For purposes of clarity, the term “common elements” includes, but is not limited to, the following areas:
- i) the lobby;
 - ii) elevators;
 - iii) corridors;
 - iv) stairwells;
 - v) the garage;
 - vi) exterior walkways and landscaped areas;
 - vii) the roof terraces;
 - viii) the fitness rooms;
 - ix) the lounges; and
 - x) exclusive use balconies.
- e) Smoking is not permitted in any dwelling unit, except for those units whose residents have been grandfathered under the terms and conditions set out in section 22f) of the Rules.
- f) Grandfathering:
- i) The prohibition with respect to smoking set out in this Rule does not apply to any resident who is a smoker and was residing in one of the units on April 1st, 2018, provided that the resident registers with the Corporation on or before July 31st, 2018. To register with the Corporation, the resident must provide the Corporation with following information:
 - Full Name;
 - Proof, satisfactory to the Corporation, that the resident was residing in a unit on April 1st, 2018;
 - Confirmation of Age of Majority;
 - Unit Number;
 - ii) All guests or visitors of Registered Residents (residents who have registered with the Corporation in accordance with a paragraph i) above) shall also be exempt from the prohibition with respect to smoking set out in this Rule.
 - iii) Upon registration with the Corporation, the Registered Resident shall receive a written document, sealed with the Corporate Seal, confirming the resident’s right to smoke in the unit.

- iv) The grandfathering of the Registered Resident continues only so long as the registered resident continues to occupy the unit. Upon termination of occupation of the unit by the Registered Resident (whether due to sale or termination of a rental lease, or otherwise), the unit and its residents and visitors shall be subject to the prohibition contained in this Rule.
- g) Any resident who, due to illness or disability, requires cannabis products for pain management or other legitimate medical purposes may request an exemption from this by-law. The Condominium Corporation will not withhold unreasonably the requested exemption.
- h) **Smoke And Odours Resulting From Smoking (For Grandfathered Residents)**
- All Owners shall ensure that smoke and odours resulting from smoking (for grandfathered residents) generated in their units through smoking (for grandfathered residents) are not excessive and are reasonably contained within the unit so that smoke and odours resulting from smoking (for grandfathered residents) do not migrate to the common elements or to other units thereby causing discomfort to other residents of the building. Owners shall make reasonable use of exhaust fans in order to avoid such migration of smoke and odours resulting from smoking (for grandfathered residents). If necessary, grandfathered residents shall acquire and operate air filters or purifiers in their units in order to avoid such migration of smoke and odours resulting from smoking from their units.
- i) The growing of cannabis plants and the consumption of cannabis-related products that do not involve the production of smoke will be done in conformity with all relevant federal and provincial legislation including, but not limited to, the Criminal Code of Canada.



SCHEDULE 1

Letter of Undertaking

I/We, _____, covenant and agree that I, any occupant residing within the unit, my guests, and visitors, from time to time will, in using the unit rented by me and the common elements, comply with The Condominium Act, the Declaration and the By-Laws, and all the rules of the Corporation (HUDSON PARK RULES) and any policy and guideline enforced by the Condominium Corporation, during the term of my tenancy.

I/We acknowledge receipt of the Declaration, By-Laws, And Rules of the Corporation (HUDSON PARK RULES) and that we have read and understand them. I/WE understand that the Corporation will hold the owner of the unit I/we are leasing responsible for any breach of the HUDSON PARK RULES by me/us, any occupants of the Unit and my/out guests and visitors, and that the owner will be fined if we breach a rule more than once.

I/We intend to occupy the Unit with the persons named as our principal residence for the stated term of the Lease and for no other purpose and I/We acknowledge 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 of the Corporation (HUDSON PARK RULES)

I/We further acknowledge and understand that in the event that I/We or any occupant residing in the Unit, guests or visitor contravenes the provisions of Declaration, By-Laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Condominium Act. We are responsible for the actions of any occupant and agree to carry liability insurance.

I/We undertake to notify the owner in writing, immediately, of any changes to any information I /We have provided on the SCHEDULE.

DATED at _____ this _____ day of _____, 20_____

Signed by _____ Name _____

Signed by _____ Name _____

Unit NO. _____ - _____ Kent Street, Ottawa

Tel. Home _____ Tel. Work _____

No. of Occupants in Unit: Adults _____ /Children _____ /Pets _____

Occupants Names: _____

SCHEDULE 2

SUMMARY OF LEASE OR RENEWAL (clause 83 (1) (B) of the *Condominium Act, 1998*)

Condominium Act, 1998

TO: (name of condominium corporation)

1. This is to notify you that:

[Strike out whichever is not applicable:

a written or oral (*strike out whichever is not applicable:* lease, sublease, assignment of lease)

OR

a renewal of a written or oral (*strike out whichever is not applicable:* lease, sublease, assignment of lease)] has been entered into for:

[For all condominium corporations except common elements condominium corporations:

Unit(s), Level(s) (*include any parking or storage units that have been leased*)]

[In the case of a common elements condominium corporation:

the common interest in the condominium corporation, being the interest attached to (*provide brief description of the parcel of land to which the common interest in the Condominium Corporation is attached*)]

on the following terms:

Name of lessee(s) (or sublessee(s)):

Telephone number:

Fax number, if any:

Commencement date:

Termination date:

Option(s) to renew:

(set out details)

Rental payments:

(set out amount and when due)

Other information:

(at the option of the owner)

2. 2. I (We) have provided the (*strike out whichever is not applicable:* lessee(s), sublessee(s)) with a copy of the declaration, by-laws and rules of the condominium corporation.

3. I (We) acknowledge that, as required by subsection 83 (2) of the *Condominium Act, 1998*, I (we) will advise you in writing if the (*strike out whichever is not applicable: lease, sublease, assignment of lease*) is terminated.

Dated this day of,

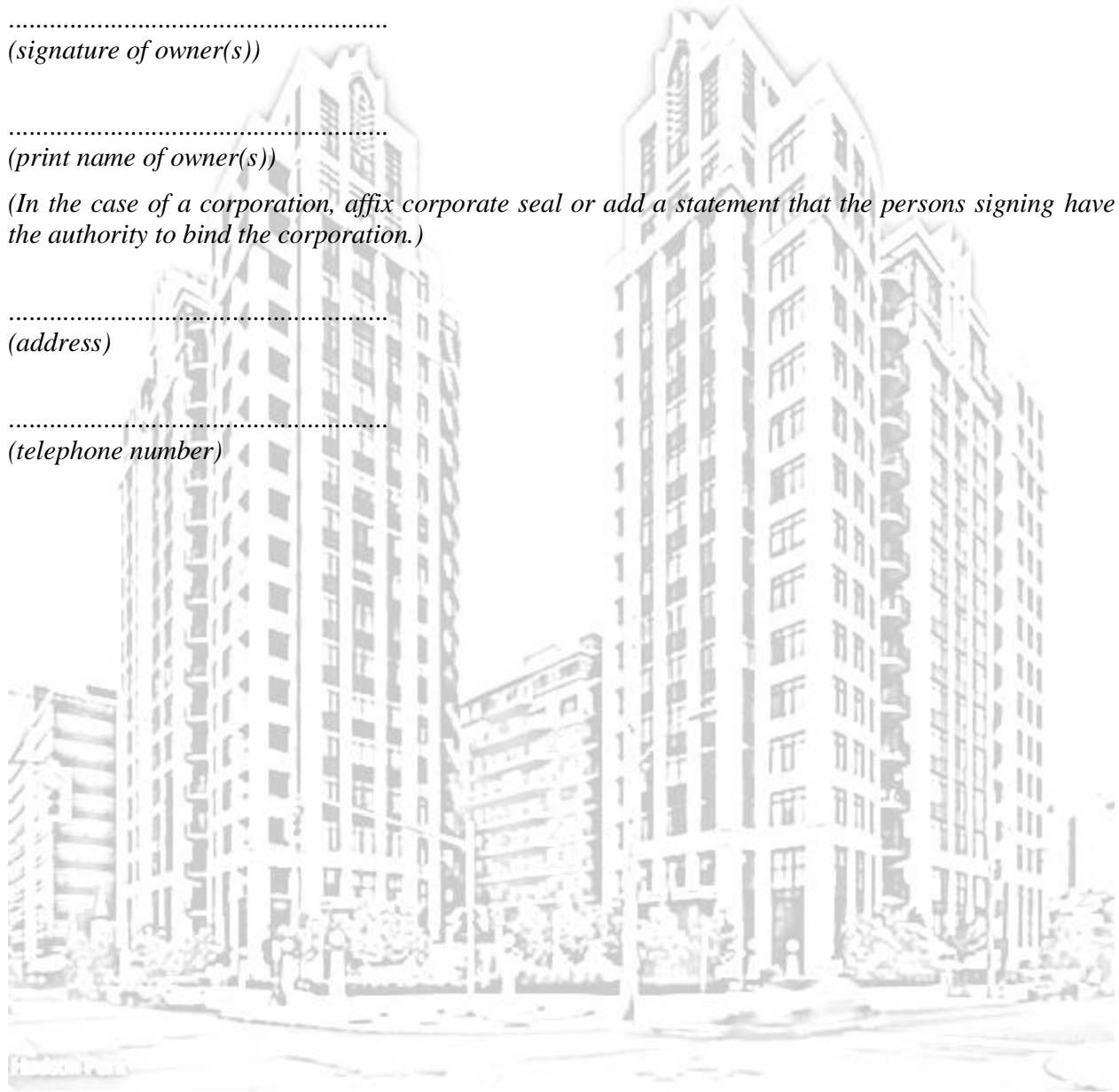
.....
(signature of owner(s))

.....
(print name of owner(s))

(In the case of a corporation, affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.)

.....
(address)

.....
(telephone number)



APPENDIX A

Emergency Evacuation Assistance

On a regular basis, the condominium corporation is required to update our list of residents requiring assistance to evacuate the building should an emergency occur.

If you have a mobility concern and would like assistance by the fire department to evacuate safely from the building please notify the manager's office in writing.

Please include your name, unit number, telephone number and reason for requiring assistance.

Please be reminded that at no time are owners permitted to change their unit door locks without that lock being tied into the master key system. If you would like to change your unit door key please contact the property manager to make arrangements for a locksmith.



Emergency Procedures for Residents

UPON DISCOVERY OF FIRE IN YOUR AREA

LEAVE FIRE AREA IMMEDIATELY AND CLOSE DOORS
WARN THE PERSONS NEARBY IN THE SAME AREA
SOUND FIRE ALARM
DO NOT USE ELEVATORS
LEAVE BUILDING VIA SAFE EXIT
CALL FIRE DEPARTMENT FROM AN AREA OF SAFETY – 911
REMAIN CALM
PROCEED TO DESIGNATED MEETING AREA AT CORNER OF KENT STREET AND NEPEAN STREET
DO NOT RETURN TO THE BUILDING UNTIL DECLARED SAFE BY FIRE DEPARTMENT OFFICIAL

DO NOT ATTEMPT TO EXTINGUISH A FIRE UNLESS IT CAN BE DONE SO WITHOUT ENDANGERING YOUR LIFE OR ANYONE ELSE'S. OTHERWISE LEAVE THE ROOM AND CLOSE THE DOOR TO CONFINE THE FIRE TO THE ROOM OF ORIGIN SOUND ALARM AND CALL THE FIRE DEPARTMENT.

UPON HEARING FIRE ALARM
LEAVE BUILDING IMMEDIATELY VIA SAFE EXIT
CLOSE DOORS BEHIND YOU
CALL FIRE DEPARTMENT FROM AN AREA OF SAFETY – 911
IF YOU ENCOUNTER SMOKE – USE ALTERNATE ROUTE
DO NOT USE ELEVATORS
REMAIN CALM
PROCEED TO DESIGNATED MEETING AREA AT CORNER OF KENT & NEPEAN STREETS
CONTACT THE FIRE DEPARTMENT FROM AN AREA OF SAFETY - 911

CAUTION: IF SMOKE IS HEAVY IN THE CORRIDORS IT MAY BE SAFER
TO REMAIN IN YOU UNIT, CLOSE DOORS AND SEAL ANY OPENINGS
TO PREVENT SMOKE FROM ENTERING

APPENDIX B

OCSCC 809

Elevator Move-In/Move-Out Reservation Agreement

By signing this Agreement, the resident agrees to abide by this Policy, its terms and conditions (attached). The resident also agrees to covenant with OCSCC 809 and its agents from and against all claims, demands, losses, damages, costs, charges and expenses arising directly or indirectly from the reservations of the elevator for their move.

Unit Address: _____ Ring Code: _____

Owner's Name(s): _____

Owner's Phone Number: _____

Owner's Email Address: _____

Please indicate if this Reservation is for an Owner or a Tenant: _____

Tenant's Name(s) If Applicable: _____

Tenant's Phone Number, If Applicable: _____

Tenant's Email Address, If Applicable: _____

Your Elevator Reservation is required for a:

Move In Move Out Delivery Other _____

If elevator is being placed on service for contract work, indicate name of company:

New Address (if moving out): _____

Date of Reservation: _____

Time of Reservation: From _____ (a.m./p.m.) To: _____ (a.m. /p.m.)

* Monday to Friday 9am to 12pm or 1pm to 4pm and Saturdays 9am to 12pm only

Name of Moving Company: _____

Owner's Signature: _____ **Date:** _____

Damage Deposit of \$200.00 (certified funds) is payable to: OCSCC 809

Inspection/Reservation Fee of \$75.00 (certified funds) payable to OCSCC 809

Pre-Move Inspection

Everything is satisfactory prior to the event or see attached with details of issues.

Owner's Signature

Superintendent Signature

Date

Post-Move Inspection

Everything is satisfactory following to the event or see attached with details of issues.

Owner's Signature

Superintendent Signature

Date

