

SOMERSET GARDENS
Ottawa Carleton Standard Condominium Corporation Number 795
C/O Condominium Management Group
Suite 101 – 335 Catherine Street Ottawa, ON K1R 5T4

June 13th 2016

NOTICE OF AMENDMENTS TO OCSCC 795 RULES AND REGULATIONS

On February 24th 2016, the Board, pursuant to section 58 of the Condominium Act 1998, passed a new **Rule 34** with respect to short term rentals.

As per the previous correspondence provided to owners on April 7th 2016, this notice is to confirm that the new Rule 34 has passed and has taken effect as of May 7th 2016.

A copy of the amended Rules and Regulations has been attached; you may also obtain copies on the condominium's website www.somersetgardens.ca .

Furthermore, it is normal practice for a penalty to be levied for non-compliance with the Rules and Regulations. The Rules and Regulations include an enforcement process.

This will serve as notice that, in accordance with sections 58(6) (c) and 58(7) of the Condominium Act 1998, that these rules have taken effect as of **May 7, 2016.**

If you are currently renting your unit, please ensure your tenants receive a copy of the amended rules and regulations. Please also note that owners are responsible for providing the condominium corporation with copies of rental agreements (Form 5) as well as the tenant contact information whenever the unit is leased.

The Board
SomersetGardens@live.com

Resolution passed by Directors at a Board of Directors meeting held on the 24th day of February 2016.

BE IT RESOLVED that Ottawa Carleton Standard Condominium Corporation (OCSCC) 795 enact the following rules respecting the use of common elements and units in order to prevent unreasonable interference with the use and enjoyment of the common elements and of other units. No alteration of changes of any kind may be made to these without approval by the Board.

The following rules and regulations shall be observed by the owners and the term "owners" shall include the owner or any other person occupying the unit, with the owner's approval.

1. The water closets (toilets) and all other water apparatus (sinks, tubs, drains, dishwasher, washing machine) shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rags, oil, grease, ashes or other substances shall be deposited therein. Any damage resulting from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose clients, guest visitors, clerks, employees or agents shall use it.
2. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building, including the balcony windows and balconies, or any common elements whatsoever.
3. No awnings or shades shall be erected over or outside the windows or balconies without prior consent of the Board.
4. No owners shall do, or permit anything to be done, to his/her unit, or bring or keep anything therein, which will, in any way, increase the risk of fire or the rate of fire insurance on the building or on any property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department, or with any insurance policy carried by the Corporation or by any owners or conflict with any of the rules or ordinances of the Board of Health or any Statute or municipal by-law.
5. Nothing shall be placed on the outside of window sills, balcony railings or projections without prior consent of the Board.
6. Water shall not be left running unless in actual use.
7. The owner, or owner approved occupant, shall not place, leave or permit to be placed or left in or upon the common elements, including those of which he/she has exclusive use, any debris, refuse or garbage. Such debris, refuse, or garbage shall be contained in properly tied polyethylene or plastic garbage bags not exceeding a weight of twenty-five pounds per bag and be deposited in the garbage chute in the garbage room on each floor. Where such debris, refuse or garbage consists of large, sharp articles, packing crates or cartons, the owner shall arrange to take those articles to the garbage room on the ground level parking area. Furniture or appliance pick-up must be arranged with the Property Manager and the owner shall be responsible for the cost, if there is one. If a unit is undergoing renovations, all construction materials must be removed by

the workmen involved and at the owner's expense. All recyclable materials must be taken and deposited into the appropriate Recycling bins on the ground level parking area.

8. Owners, their families, guests, visitors, clients, employees shall not create nor permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the property by other owners, tenants, their families, guests, visitors, and persons having business with them.
9. Nothing shall be thrown out of the windows or doors or down stairwells of the building.
10. Owners shall not overload existing electrical circuits nor tamper with the wiring of or disconnect the smoke detectors and shall be responsible to pay any associated fine or fee.
11. No auction sale shall be held on the property.
12. No stores of any combustible materials or offensive goods, provisions or materials shall be kept in the units, storage lockers or parking spaces, on balconies or on the property.
13. No noise, caused by pets, or any instrument or other device, or otherwise, which, in the opinion of the Board, may be calculated to disturb the comfort of the other owners, shall be permitted.
14. The sidewalks, entries, driveways, passageways, walkways, elevators, shipping areas and corridors used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for the ingress or egress to and from their respective units. Waste paper, garbage, refuse, floor mats or anything that shall tend to obstruct or tend to make them appear unclean or untidy shall not be placed in such areas or facilities.
15. No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on, or fastened to, any unit or portion of the common elements, except by the Corporation in connection with a common television cable system.
16. No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept, or maintained on the common elements except where permitted by the Declaration.
17. No one shall harm mutilate, destroy, or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers, flower beds and ponds.
18. When elevators are to be used to carrying freight or furniture or for the purpose of move-in or move-out, arrangements shall be made with the Property Manager in advance, as well as payment of fee for use, as set by the Board from time to time. Elevators must not be used for these purposes until the Property Manager has given consent and the elevator cars have been properly protected. Arrangements for small deliveries of furniture or large items must be made with the Property Manager ahead of time so that the elevators cars can be properly protected and put on service.

19. General Smoking

19.1 Smoking on Common Elements-

Smoking is not permitted in, on, or around any part of the common elements, including the exclusive use common elements. For purposes of clarity, this includes, but is not limited to, the following areas:

- (a) Lobby;
- (b) Elevators;
- (c) Corridors;
- (d) Stairwells;
- (e) Garage;
- (f) Exterior parking areas;
- (g) Exterior ground level walkways or landscaped areas;
- (h) Penthouse roof deck and gardens;
- (i) Amenities room(s) and library;
- (j) Exclusive use balconies.

19.2 No Smoking in Units-

Smoking is not permitted in any unit, except for those units whose residents have been grandfathered in accordance with the following terms and conditions;

Grandfathering-

- A. The prohibition with respect to smoking set out in this Rule 19.2 does not apply to any resident who is a smoker and was residing in one of the units on December 1, 2014, provided that the resident registers with the Corporation on or before March 1, 2015. To register with the Corporation, the resident must provide the Corporation with the following information:
 - a) Full Name;
 - b) Proof, satisfactory to the Corporation, that the resident was residing in a unit on Dec.1, 2014;
 - c) Confirmation of Age of Majority (where required); and
 - d) The unit Number.
- B. All guests or visitors of Registered Residents (residents who have registered with the Corporation in accordance with paragraph A above) shall also be exempt from the prohibition with respect to smoking set out in this Rule 19.2.
- C. 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.
- D. The grand-fathering 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 of the unit or termination of a rental lease agreement, or otherwise), the unit and its residents and visitors shall be subject to the prohibition contained in this Rule.

19.3 Smoke (for grandfathered residents) and Odours

All Owners shall ensure that all smoke (for grandfathered residents) and odours generated in their units, whether through smoking (for grandfathered resident), cooking, or otherwise, are not excessive and are reasonably contained within the unit so that smoke (for grandfathered residents) and/or odours 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 (for grandfathered residents) and odours. If necessary,

Owners shall acquire and operate air filters or purifiers in their units in order to avoid such migration of smoke (for grandfathered residents) and/or odours from their units.

20. No owner shall do anything or permit anything to be done that is contrary to any statute or municipal by-law or any rules, regulations or ordinances passed under any statute or municipal by-law.
21. No owner shall install hardwood or any other hard surface flooring in the unit without acoustic cushion being first installed.
22. Only plants, flowers and seasonal furniture's shall be placed on balconies, and balconies shall not be used for storage purposes. Neither balcony enclosures nor other fixtures shall be installed, erected or created without the prior consent of the Board. No permanent floor coverings of any kind shall be installed on the balconies. Any temporary flooring must be removed for the between December 1st and March 31st.
23. No owner shall be permitted to install, place, store or use any type of barbeque equipment or facility on balcony areas.
24. Bicycles must be stored on the racks provided. No bicycle shall be stored on a balcony, in a unit or outside a unit door. Bicycles must never be taken through the lobby, the main entrance, a stairwell, a hallway or on an elevator.
25. All indoor bicycle racks are assigned to residents who complete an application form. A waiting list will be established should there be more applicants than bicycle racks available.
26. Bicycles parked in the bike room or on the designated racks on the south wall of the P1 parking garage must be mounted on their designated rack. Bicycles left on the ground will removed at the owner's risk and owner's cost.
27. Bicycles stored on the racks on the south wall of the P1 parking garage must be taken through the garage entrance. Bicycles must be wheeled and not ridden when entering/exiting the P1 parking garage. Cycling is not permitted in the P1 parking garage.
28. Bicycles not allocated an indoor rack may be parked using the outside racks, which are available on a first-come, first-served basis.
29. The following are not permitted to be ridden or wheeled through the common areas: skateboards, rollerblades, kick scooters, bicycles, electric bicycles, scooters, mopeds or motorbikes.
30. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by any owner, their family, guests, agents, employees, or occupants of the owner's unit shall be borne by such owner and once determined, the cost shall be considered additional common expenses owed by the owner to the Corporation and shall be collected by the Corporation from the owner in the same manner as the Corporation's common expenses.
31. The enforcement process shall be as follows:

- a. All notices for breach of the rules, bylaws, the Corporation's declaration or the Condominium Act 1998 (the "Act") will be in writing and given by the Corporation to the owner and occupant of the unit;
 - b. Owners and occupants will have two (2) weeks (14 calendar days) to rectify the breach or non-compliance to the satisfaction of the Corporation's board of directors or their representative;
 - c. After two (2) weeks, if there is still non-compliance or the breach recurs, a second written notice will be issued by the Corporation to the owner and occupant which will also include an administration charge of \$50 which will be due on the issuance of the second written notice by the Corporation;
 - d. If a second two (2) week period passes and there is still non-compliance or the breach recurs, a third notice will be issued by the Corporation, which shall add an administration charge of an additional \$100, due on the issuance of the third notice by the Corporation. A further administration charge of \$100 per month will also become payable to the Corporation for each month that the non-compliance continues or the breach recurs;
 - e. All administrative charges incurred by an owner pursuant to the preceding subparagraphs shall be collected by the Corporation in the same manner as common expenses. Notwithstanding the levying or collection of administrative charges, the Corporation further reserves its right to enforce compliance with its rules, bylaws, the declaration or the Corporation's board of directors.
32. No restriction, condition, obligation or provision contained in the rules, bylaws or declaration of the Corporation or the Act 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.
33. Each of these rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one of these rules shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remaining part of that rule (if appropriate) or of the rules, and in such event, the other part of the rule (if appropriate) or the other rules shall continue in full force and effect as if such invalid rule or part of a rule had never been included herein.

34. Tenancies

34.1 *For the purpose of Article 3.1 (a) of the Declaration, the phrase "single family dwelling" shall specifically prohibit:*

- (a)
 - I. *hotel or boarding or lodging house use;*
 - II. *the disposition of an owner's or tenant's 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;*
- (b) *Any "Transient" use of the units, including, but without limiting the general meaning, more than one (1) short-term use or occupancy of a particular unit, including any such use or occupancy by persons other than the registered owner*

of the unit with the exception of bona fide guests of the Owner, for a period of less than six (6) months in any particular period of twelve (12) consecutive months.

34.2 *A lease or tenancy shall be for an initial term of not less than six (6) months; except that a lease may be for an initial term less than six (6) months when it is the bona fide intention of the Owner to, upon the expiration of the term, promptly thereafter complete a sale of the unit or take occupancy of the unit.*

34.3 *All tenancies for units shall be in writing.*

34.4 *As per Section 83 (1) of the Condominium Act R.S.O. 1998 C. 26, the owner must submit a completed and signed Form 5 to the Property Manager.*