

CARLETON CONDOMINIUM CORPORATION NO. 340

CONDOMINIUM RULES

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Introduction and Purpose

The following Rules respecting the use of the common elements and/or units are made to promote the safety, security and welfare of the owners, the property, and the assets of the Corporation, and to prevent unreasonable interference with the use and enjoyment of the units, common elements, and the assets of the Corporation.

The Corporation may pass additional Rules or amend or delete existing Rules periodically in accordance with the Condominium Act, 1998.

1. Manager

- 1.1. In these Rules, the term “Manager” shall include the Property Management Firm and/or any person designated by the Property Management Firm to control and supervise the maintenance and operation of the property.

2. Signs

- 2.1. No sign, advertisement or notice shall be inscribed, painted, affixed, or placed on any part of the inside or outside of the building or common elements whatsoever without the prior written consent of the Board.

3. Washrooms

- 3.1. The washrooms and other water apparatus shall not be used for purposes other than those for which they are constructed. No sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. Any damage resulting from misuse or from unusual or unreasonable use shall be borne by the owner.

4. General Prohibitions and Fire Hazard

- 4.1. 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.
- 4.2. No owner shall do, or permit anything to be done, in their unit, or bring or keep anything therein, which will in any way:
 - 4.2.1. Increase the risk of fire or the rate of fire insurance on the building or on the property;
 - 4.2.2. Obstruct or interfere with the right of other owners, or in any way injure or annoy them;
 - 4.2.3. Conflict with the *Fire Code*, or other laws relating to fire safety, or with the Regulations of the Fire Department or with any insurance policy carried by the Corporation, or

4.2.4. Conflict with any of the rules and ordinances of the Board of Health or municipal by-law or statutes.

4.3. Electrical appliances and decorations must meet applicable standards for safety under CSA, UL or ETL codes.

5. Windows and Atrium

5.1. Nothing shall be placed on the outside of windowsills. No awning, shade, or shutters shall be erected over or outside of the windows without the prior written consent of the Board.

5.2. Mops, brooms, dusters, rugs or beddings shall not be shaken or beaten from any window or door or in any hallway. Hanging or drying clothes is not allowed in the atriums. Atriums are not to be used for storage.

5.3. Off-white drapes, curtains or shades must be installed in newly occupied units within a reasonable time. Flags, bedsheets, tinfoil, tablecloths and other similar items intended for other purposes may not be hung along windows.

6. Water/Lights

6.1. Water shall not be left running or lights left on unless in actual use. Water valves, especially the washer and toilets, shall be turned off by the resident when away for more than four consecutive days.

7. Washers and Dryers

7.1. Clothes washers, dishwashers or dryers shall not be operated unless a person is present in the unit.

8. Garbage and Recycling

8.1. No owner or resident shall place, leave or permit to be placed or left in or upon the common elements, including those of which they have the exclusive use, any debris, refuse or garbage, except in accordance with the instructions of the Board. Owners and residents must always maintain strict sanitary conditions.

8.2. Further directives concerning disposal of garbage and recycling are attached in Addendum 1 to these Rules, which may be amended as required by the Board.

9. Noise

9.1. No owner or resident shall create or permit the creation of, or continuation of any noise or nuisance which, in the option of the Board or the Manager, may disturb the comfort and quiet enjoyment of the property by other residents or their guests.

9.2. Without limiting the generality of the foregoing, the following are deemed by the Board to disturb the comfort and quiet enjoyment of the residents:

- 9.2.1. Construction, renovation, modifications and carpentry work carried out in the units between the hours of 8:00 p.m. and 8:00 a.m.;
- 9.2.2. Any excessive noise caused by sound systems, televisions, appliances, musical instruments, or gatherings; and
- 9.2.3. Slamming of doors, excessive noise moving furniture and chairs, etc.

10. Children's Play

- 10.1. It is prohibited to use the corridors, stairwells or lobby area for children's activities of any kind, including riding scooters and other wheeled toys, playing games or running.

11. Building Exterior

- 11.1. Nothing shall be thrown out, or allowed to fall, from the building.

12. Vacant Units

- 12.1. A resident must notify the Office in writing if their unit is going to be vacant at any time for more than seven days, provide the estimated date of return, and the name and contact information of a person who can be reached in case of an emergency.

13. Electrical Circuits

- 13.1. No owner shall overload existing electrical circuits.

14. Smoke Detectors

- 14.1. Do not turn off the electrical breakers for the smoke detectors/alarm and the outside hallway light. This is part of the building fire safety alarm system.
- 14.2. Applicable codes (including the Fire Code) require that smoke alarms/detectors be installed and maintained in dwellings and that there be functioning closers for dwelling entry doors.

15. Garage Sales

- 15.1. No garage sale, yard sale or auction shall be held on the property.

16. Passageways

- 16.1. The sidewalks, entries, passageways, walkways, and driveways used in common by the residents shall not be obstructed by any of the residents or used by them for a purpose other than for entering and leaving their respective units, parking areas, or common elements. Without limiting the generality of the foregoing, no footwear, mats, or trays are to be placed in the corridors. Wheelchair/walker ramps for access to units may be installed with prior approval by the Manager.

17. Motor Vehicles and Parking

- 17.1. No motor vehicle, other than a private passenger automobile, motorcycle, station wagon or one-half ton pick-up truck, shall be parked on any part of the common elements (including any part thereof which any owner may have the exclusive use). No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.
- 17.2. No motor vehicle, tent, boat or trailer, snowmobile, mechanical toboggan, machinery, or equipment of any kind shall be left on any part of the common elements except motor vehicles properly parked in accordance with these rules.
- 17.3. Only one motor vehicle may be parked in a parking space.
- 17.4. No motor vehicle shall be washed on the common elements.
- 17.5. No motor vehicle shall be parked in such a manner as to interfere with the free passage of emergency vehicles.
- 17.6. No substantial repairs or adjustments to motor vehicles may be carried out on the common elements.
- 17.7. Visitor's parking may not be used by residents of the property. Owners or residents shall park only in their authorized parking space.
- 17.8. Visitor parking is permitted until 2:00 a.m. A permit is required for overnight parking. A permit may be obtained from the superintendent on duty before 10:00 p.m., or from the security desk after 10:00 p.m.
- 17.9. A maximum of five overnight parking authorizations may be granted per month for any visitor. However, special arrangements may be made with the Office for extenuating circumstances.
- 17.10. Residents of Atrium I may park in the rear visitor parking lot for up to 30 minutes. Hazard lights must be flashing during this time.
- 17.11. Vehicles parked in contravention of these rules may be ticketed and/or towed at the owner's risk and expense.
- 17.12. Parking regulations may be changed and posted by the Board from time to time.
- 17.13. Headlights of motor vehicles must be turned on when travelling in the parking garage.
- 17.14. Vehicle operators must respect all traffic signs on the property, including all signs erected by the Condominium Corporation. When travelling in the garage, vehicles must not exceed a maximum speed limit of 10 km per hour.
- 17.15. Motor vehicles shall not be left running while parked in the garage.

- 17.16. Propane and natural gas-powered vehicles and vehicles which are not road-worthy or currently licensed, shall not be left on the property.
- 17.17. Vehicles entering the garage shall not exceed 6 feet or 1.83 meters in height.
- 17.18. Parking spaces shall not be used for storage. It is prohibited to leave tires, batteries, shopping carts, equipment, etc. in parking spaces. Each parking space shall be kept clean by the resident having the right to use it.
- 17.19. Only residents of Atrium I can park their vehicle(s) in the garage. Non-residents are not permitted to enter or park their vehicle(s) in the garage. Visitors of residents may park their vehicle(s) in the visitor parking area for a period no longer than five days in any one month. Permits for visitor overnight parking are required and can be obtained from the Office during business hours or the superintendent on duty before 10 p.m., or from the security desk after 10 p.m.

18. Antennas, etc.

- 18.1. No television or communications antenna, aerial, tower or similar structure shall be erected on or fastened to any unit or to any portion of the common elements, except by the Condominium Corporation in connection with a common television cable or communications system. No cable or antenna shall be attached to the outside of the building.

19. Landscaping

- 19.1. No one shall harm, mutilate, destroy, alter or litter on any of the landscaping work on the property including grass, trees, shrubs, hedges, flowers or flower beds.

20. Structures, etc.

- 20.1. No building structure, or tent shall be erected and no trailer, either with or without living, sleeping, or eating accommodations, shall be placed, located, kept, or maintained on the common elements.

21. Damage Costs

- 21.1. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules, and regulations in force from time to time by any owner, tenant, guests, servants, agents, or occupants of the unit shall be borne by such owner and may be recovered by the Corporation from the owner in same manner as common expenses. Without limiting the generality of the foregoing, such costs or damages shall include, but shall not necessarily be limited to all legal costs, actual cost, and/or administration costs, incurred by the Corporation in order to enforce, or in attempting to enforce the Act, Declaration, By-Laws or Rules.

22. Common Elements Limitation

- 22.1. No part of the common elements shall be used for the erection, placing or maintenance of clothes lines, incinerators, garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, gardens or other vegetation, or the disposal of rubbish, garbage or waste, unless such are authorized by the Corporation.
- 22.2. No unit owner shall make any change to the common elements without the prior written consent of the Manager, and subject to requirements of the Condominium Act, 1998 and Declaration.

23. Flooring

- 23.1. For the purpose of this Rule, “hard flooring” shall include hardwood, laminate, tile, stone, wood parquet, vinyl or any other hard-surfaced material. New installations must continue to comply with up to date codes.
- 23.2. For the purpose of this Rule, “install” of hard flooring shall include the replacement of existing hard flooring, or installation of hard flooring to replace soft flooring material (i.e., carpeting or cork).
- 23.3. Any Owner wishing to install hard flooring in a unit shall first obtain the written consent of the Corporation, via the Manager. The Owner shall apply for such consent, in writing, providing a detailed description of the steps which the Owner will take to ensure compliance with the requirements of this Rule. Any resulting consent from the Corporation (via the Manager) shall confirm the permitted flooring assembly to be installed. The Owner shall also provide documentary evidence of the proposed and installed flooring assembly, satisfactory to the Corporation (via the Manager). (Such documentary proof may include contracts, invoices, receipts, or other documentation requested by the Corporation, via the Manager).
- 23.4. At a minimum, **all hard flooring installed as of the date of enactment of this Rule must include the installations of a sub-floor underlayment with an IIC (Impact Insulation Class) rating of at least 69.**
- 23.5. The hard flooring installation must be carried out only in accordance with the Corporation’s written approval.
- 23.6. Any Owner who receives consent to install hard flooring in their unit, or where hard flooring has been installed in a unit prior to the enactment of this rule, shall take reasonable steps to minimize the transmission of noise through the flooring to other parts of the building by all residents. Such steps shall include, but are not limited to:
 - 23.6.1. Refraining from walking with hard-soled shoes or heels on areas of hard flooring;

- 23.6.2. Using felt or foam pads on the feet and legs of furnishings; and
 - 23.6.3. Such other steps as may be determined by the Board of Directors.
- 23.7. Where an Owner fails to comply with any of the requirements in this Rule, the Corporation may direct the Owner to remove the hard flooring and install new flooring which meets the above standards, at the Owner's sole expense.

24. Modifications to Units

- 24.1. Modification plans, except cosmetic or minor alterations, must be submitted in writing to the Corporation, via the Manager at least two weeks in advance of the work proceeding. Modifications must be approved by and inspected during and on completion of the work by the Corporation, via the Manager. Owners considering any alterations to a unit are advised to review Article III(1)(d) in the Condominium Corporation No. 340 Declaration, which reads in part:
- 24.1.1. "No boundary wall, load-bearing partition wall, floor, door or window, toilet, bathtub, wash basin, sink, heating, air-conditioning, plumbing or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation".
- 24.2. Any modifications to a Unit which may have an impact on the common elements (i.e., common element wiring, plumbing, floors, ceilings, or walls), shall also comply with the requirements of section 98 of the *Condominium Act, 1998* (which may require the completion and registration of an agreement on title).
- 24.3. When an Owner fails to comply with any requirements of this Rule, the Corporation may direct the owner to rectify the modifications at the Owner's sole expense.

25. Soliciting

- 25.1. Soliciting on any part of the common elements is not permitted. No canvassing or soliciting is permitted in the building except as specifically permitted by the Condominium Act.

26. Lock Boxes

- 26.1. No owner shall install or allow to be installed, a lock box on any part of the common elements, except in the designated area on the north side of the building, near the rear entrance. Any lock box installed or left on any other part of the common elements may be removed by the Corporation at the expense of its owner.

27. "Open Houses"

- 27.1. "Open houses" are not permitted.

28. Tobacco and Cannabis Consumption

28.1. For the purposes of these Rules, the following definitions apply:

28.1.1. Cannabis: Cannabis has the common meaning of that term under Ontario law, and includes any plant belonging to the genus *Cannabis* as well as any of the preparations (such as marijuana or hashish) derived from a cannabis plant, or any other substance containing chemicals (such as THC - *Tetrahydrocannabinol*) that are derived from a plant.

28.1.2. Smoking: Smoking includes the inhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of a smoke-producing substance, or any other similar heated or lit product, and includes vaping with electronic devices or any other activities that create smoke or chemical fumes.

28.2. **Smoking on the Common Elements:** Smoking, as defined above, is not permitted on the common elements, which includes all exclusive use common element areas.

28.3. **Cannabis Growing:** No one is permitted to grow cannabis in the units, except as permitted by this Rule.

28.3.1. No one is permitted to grow cannabis on the common elements.

28.3.2. A resident (meaning a specific resident who is permitted - not their guests or other occupants of the unit) may grow cannabis in the resident's unit, but only subject to the following:

28.3.2.1. A resident is permitted to grow cannabis only if the resident has a medical need, and therefore, a physician's prescription for cannabis use. If requested by the Corporation, the resident will provide the Corporation with a copy of the prescription as well as such additional written evidence of the resident's medical need as may be reasonably requested by the Corporation.

28.3.3. The cannabis growing must only be as necessary to meet the resident's personal needs for cannabis.

28.3.4. The resident must give the Corporation prompt written notice that the resident is growing cannabis in the resident's unit.

28.3.5. The cannabis growing must not create any risk of expense, harm or injury to the property or to other residents [whether because of excessive humidity, excessive heat, excessive light, excessive consumption of water (which is bulk-metered in this condominium) or for any other cause related to the cannabis growing.] Cannabis growing must not cause or

result in any unreasonable nuisance or disturbance to other residents in the condominium.

- 28.3.6. The cannabis growing must otherwise follow all federal, provincial, and municipal laws dealing in any way with the licensing and/or regulation of the growing of cannabis.
- 28.3.7. In accordance with the Corporation's right to access the units (set out in the Act and/or the Declaration), the Corporation may enter the resident's unit, at any reasonable time or times, and in such case on reasonable notice, in order to inspect the growing of the cannabis.

28.4. **Cannabis – Smoking**

- 28.4.1. Smoking of cannabis is not permitted anywhere on the property, therefore:
 - 28.4.1.1. Smoking of cannabis is not permitted in any unit; and
 - 28.4.1.2. Smoking of cannabis is not permitted anywhere on the common elements, including exclusive-use common elements.
- 28.4.2. Notwithstanding the foregoing: The Board may give written permission for a resident (meaning a specific resident who is permitted - not their guests or other occupants of the unit) to smoke cannabis in the unit, after receiving proof, reasonably satisfactory to the Board, that for medical or health reasons, the resident needs to be able to smoke cannabis in the unit in order to reside in the unit. [For this purpose, the resident may be asked to provide written evidence from a physician or other health care professional, sufficient to explain the medical need, including why it is necessary for the resident to smoke the cannabis in the unit (rather than somewhere else); and also, sufficient to explain why the cannabis must be smoked (rather than ingesting it or receiving it by some other means).]
- 28.4.3. If permitted to smoke cannabis in a unit (as noted above), the smoker must take reasonable steps to ensure that the smoke does not migrate to the common elements or to other units. Without limiting the generality of the foregoing, the smoker must ensure that:
 - 28.4.3.1. All windows and exterior doors are closed when smoking takes place inside the unit.
 - 28.4.3.2. The unit's exhaust fans are turned on, while anyone is smoking in the unit.
 - 28.4.3.3. Appropriate air filtering and/or purification is installed to prevent second-hand smoke from entering neighboring units or the common elements.

28.4.3.4. Cannabis smokers are responsible for all costs incurred by the corporation to prevent migration of smoke or odors from the resident's unit to other units or the common elements.

28.5. Cannabis – General

28.5.1. If the resident is not in compliance with any of the provisions of this Rule, or if the Board, acting reasonably, determines that the cannabis smoking is a nuisance or a disturbance or a source of harm, the smoker will, upon written request from the Corporation, immediately stop smoking in the unit.

28.5.2. If the resident is not in compliance with any of provisions of this Rule, or if the Board, acting reasonably, determines that the growing of cannabis in the unit is a nuisance or a disturbance or a source of harm, the grower will, upon written notice from the Corporation, immediately stop growing cannabis in the unit and will immediately remove all cannabis plants from the unit.

28.5.3. Any permission to grow and/or smoke cannabis (as described above) ceases as soon as the need to do so (as also described above) comes to an end.

29. Consumption of Alcohol

29.1. Consumption of Alcohol is not permitted on the common elements, except as follows:

29.1.1. Alcohol may be consumed by an Owner, and by the Owner's guests, within the units and/or on the Owner's exclusive-use area (where possible).

29.1.2. Alcohol may be consumed by an Owner, and by the Owner's guests, in the Social Room if the Owner has reserved the Social Room (with the Board's consent) for a private or exclusive function and provided the Owner has entered into a Licence Agreement (for that function) with the Corporation, on terms acceptable to the Board. In any event, the public at large must not be permitted to attend any such function. The only permitted attendees are the Owner and the Owner's specific invitees. Alcohol can be kept in the Social Room during such a function, subject to the terms of the Licence Agreement.

29.1.3. Alcohol may otherwise be consumed by an Owner and by the Owner's guests in the Social Room, subject to the following restrictions:

29.1.3.1. A person (of at least 19 years of age) can consume no more than one alcoholic beverage (one beer, one 8 oz. glass of wine or one drink containing 1 oz of liquor) per day, while in the Social Room.

- 29.1.3.2. No alcohol shall be kept in the Social Room for this purpose, except by the Corporation (for an event that is open only to Owners and is hosted by the Corporation).
- 29.1.3.3. Any guest of an Owner shall be accompanied at all times by the Owner, while in the Social Room. The Owner shall be entirely responsible for the behaviour and safe consumption of alcohol (in accordance with these rules) by the Owner and the Owner's guest(s).
- 29.1.3.4. Alcohol shall not under any circumstances be sold (including the sale of tickets to be exchanged for alcoholic beverages; or the sale of event tickets which include a right to acquire alcoholic beverages; or any similar transaction that includes the direct or indirect purchase of alcoholic beverages) on the common elements.
- 29.1.3.5. Any other consumption of alcohol on the common elements requires the prior written consent of the Board.

30. Pets

- 30.1. Owners are reminded that pets are regulated under the terms of the Declaration. Dogs are not permitted in the building, garage, or any of the grounds of the building.

31. Doors

- 31.1. Doors which provide the means of passage to and from a unit are always to be kept closed (except for passage).

32. Security

- 32.1. Residents shall not let anyone they do not know into the building. If anyone wants to enter with you, please tell them to ring the unit that they are visiting on the Enterphone System or tap their FOB on the card reader.

33. Unit Keys

- 33.1. As required by Article III(2)(d) of the Declaration, all owners are required to give the Corporation a set of keys for all locks to the unit door.

34. Deliveries

- 34.1. Only the back doors are to be used for the loading and unloading of goods from motor vehicles. It is the responsibility of residents to ensure that all deliveries, including food deliveries, be brought through the rear (north) entrance. No vehicles (other than moving vans and delivery trucks) shall be left standing at these doors longer than fifteen minutes.

35. Moving

- 35.1. Moving in and out of the building is only permitted between the hours of 8:00 a.m. and 8:00 p.m., Monday to Saturday. When moving, an appointment must be made in advance with the Office for the exclusive use of the freight elevator. Sharing may be necessary.
- 35.2. All moves must be booked with the Office at least two weeks in advance.

36. Household Furniture and Appliances

- 36.1. Household furniture, other large items and effects shall not be taken into or removed from any unit except by way of the freight elevator and through the back doors on the ground level of the building. Disposal of same must be arranged through the Office. Care must be taken not to move or drag any furniture or appliances in a manner that damages any of the common elements. Any damage caused to the common areas shall be paid for by the unit owner.

37. Social Room

- 37.1. The rooftop Social Room is for the use of all residents. Booking arrangements may be made with the Office. A deposit will be required. An appropriate refund will be made following an inspection of the room for damage to premises or contents.
- 37.2. Residents must ensure that their guests remain within the Social Room and that there is no roaming or loitering by anyone outside the Social Room unless accompanied by the unit owner/resident who has booked the facility. Children under the age of 18 must be accompanied by an adult.
- 37.3. The Board will determine the amount of security deposit required and appropriate for the intended use of the Social Room and if the services of a user-paid security guard service will be necessary. Management may impose other terms for the use of the Social Room as it may deem appropriate.

38. Swimming Pool and Club Area

- 38.1. All residents and their guests must abide by the posted rules established by those responsible for the outdoor swimming pool and all club facilities.
- 38.2. Proper clothing and footwear must be worn in the common elements while proceeding to and from the outdoor swimming pool or club area.

39. Bicycles and Skateboards

- 39.1. Bicycles are not permitted in the lobby or elevators. Only the access doors beside the garage entrance and the rear entrance to the building shall be used. Bicycles must be stored in the rooms provided for this purpose and registered with the Office.

- 39.2. Cycling will be confined to the roadways only and is not allowed on the grasslands.
- 39.3. Skateboarding is not allowed on any of the common elements.

40. Respecting Staff & Violence and Harassment

- 40.1. Staff must be treated with respect. Harassment, verbal and physical abuse will not be tolerated. Violators may be refused service, and/or reported to the appropriate authorities.
- 40.2. The condominium property constitutes a “workplace” of the Corporation, as defined under the Occupational Health and Safety Act. Workplace violence and harassment (each as defined under the Occupational Health and Safety Act) are prohibited.
 - 40.2.1. The Corporation has a policy respecting workplace violence and harassment. A copy of this policy is available for review.
 - 40.2.2. Violence and harassment (as defined below) are also prohibited against the following non-employees: members of the Board, all officers or agents of the Corporation, and owners and occupants of the units (and their guests while on the property).
 - 40.2.2.1. “Harassment” means engaging in a course of vexatious comment or conduct against another person that is known or ought reasonably to be known to be unwelcome; and includes sexual harassment.
 - 40.2.2.2. “Violence” means,
 - The exercise of physical force by a person against another person that causes or could cause physical injury to the other person;
 - An attempt to exercise physical force against another person that could cause physical injury to the other person; and/or
 - A statement or behaviour that it is reasonable for another person to interpret as a threat to exercise physical force against the other person that could cause physical injury to the other person.
 - 40.2.3. If any individuals as defined in 40.2.2 above experiences violence or harassment on the property of CCC 340, that individual may inform the Corporation about the violence and harassment, in writing, to the Corporation’s Property Manager, following which the Corporation will take the appropriate steps to investigate the matter as may be appropriate,

and take any further action as may be appropriate, in the management and administration of the condominium corporation.

- 40.2.4. If, at any time, any individual on the property of CCC 340 feels at risk for their safety or well-being, the individual is advised to call the Police or 911 to deal with the situation. The condominium corporation does not have the authority, the personnel, the training, or the ability, to respond to such situations. Once the situation has been dealt with by the relevant authorities, the individual may also advise the Corporation, as per 40.2.3 above.

41. Lobby

- 41.1. The lobby area is for the use of all residents. Proper decorum is always required by adults and children. Boisterous and inappropriate behavior will not be tolerated.

42. Emergency Exits

- 42.1. The emergency exits at the foot of the stairwells “A” and “B” are to be used only in the case of an emergency. An alarm will be activated when exit doors are opened. They are not to be used for non-emergency exiting of the building. Violators may be fined.

43. General

- 43.1. No owner or resident shall do anything or permit anything to occur in their units or the common elements, that is contrary to any Federal, Provincial or Municipal Laws or any rules, regulations or ordinances passed under any legal statute.
- 43.2. No restriction, condition, obligation, or provision contained in any Rule or Rules of the Condominium Corporation shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.
- 43.3. Each of these rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these rules shall not be deemed to impair or effect in any manner the validity, enforceability, or effect of the remaining part of that rule (if appropriate) or of the other 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.
- 43.4. All previous rules of the Corporation are hereby rescinded.

Addendum 1 – Garbage and Recycling Directive

April 2021

1. Garbage

Garbage chutes are located immediately next to the elevators on floors 2-18, as well as in the garbage room located next to the rear building entrance. These chutes are to be used for the disposal of domestic household waste only.

- 1.1 The garbage chute can only be used during the hours of **8:00 a.m. and 8:00 p.m.** daily.
- 1.2 Garbage must be placed in **properly tied plastic bags** that are small enough to be easily placed through the garbage chute doors. Larger bags of garbage are to be brought down to the garbage room located on the ground floor;
- 1.3 Liquids and hazardous materials are not be disposed of using the garbage chute. Leaking waste must be double-bagged before being disposed of down the chute;
- 1.4 **Hard or sharp objects** such as glass, metal, ceramic bowls/plates, plastic toys, small appliances, etc. are not be placed in garbage chutes on floors 2-18. Instead, they should be disposed of in the chute in the garbage room on the ground floor;
- 1.5 No garbage shall be left in the corridors, or in any other common areas, except as described in this Directive;
- 1.6 **Construction materials** (such as wood, carpet, underpads, tiles, etc.) must not be placed in the garbage chutes or in the building's garbage ore recycle bins. Instead, they are to be disposed of by contractors or through other private arrangements at owners' costs;
- 1.7 Ensure to **push garbage bags completely through garbage chutes doors**. Do not leave garbage bags partially lodged for the next person to push through;
- 1.8 If bags are unable to go down the chute due to a blockage, please contact a superintendent or the management office immediately;
- 1.9 Garbage should **never be left on the floor** of garbage chute rooms; and

2. Recycling

Recycle bins are located outside the building's rear entrance. Blue bins are located on the east side of the entrance for glass, metal and plastic. A yellow bin is located on the west side for paper and cardboard products.

- 2.1 All recycling materials are to be placed **inside** the containers provided. Boxes must be collapsed in order to be placed inside the yellow bin.

3. Furniture and Appliances

Large household items such as furniture and appliances are picked up by City every two weeks. Please contact the Management Office at 613-521-1214 or ccc340@rogers.com for specific instructions for disposal.

4. Damage Costs for Violators

The above directives enhance our Community's health, safety, and well-being. Please report any observed violations to the Management Office or superintendent on duty for investigation. All costs incurred by the Corporation for damage repair or cleaning services that can be reasonably attributed to the actions or inactions of a resident will be charged back to the respective unit owner by addition to their common element fees.