

CANAL ONE ELEVEN

CARLETON CONDOMINIUM CORPORATION NO.256



OWNERS' AND OCCUPANTS' MANUAL

111 Echo Drive
Ottawa Ontario
K1S 5K8

Version 1.7 (2021.02.14)

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EMERGENCY TELEPHONE NUMBERS

FIRE DEPARTMENT	911
REGIONAL POLICE DEPARTMENT	911
OTTAWA AMBULANCE	911
POISON CONTROL	(613) 737-1100
OTTAWA DISTRESS CENTRE	(613) 238-3311
POLICE (non-life-threatening emergencies)	(613) 236-1222
CITY OF OTTAWA	311

MANAGEMENT NUMBERS

Property Manager

APOLLO PROPERTY MANAGEMENT LTD.
1200 Prince of Wales, Suite D
Ottawa, ON K2C 3Y4

Business Office (Hours 8:30 a.m.-5:00 p.m.)	(613) 225-7969
After Hours Emergency Number	(613) 239-4805
C.C.C. No. 256 Staff	(613) 230-1754

CORPORATION WEBSITE

<https://canaloneeleven.com/>

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In case of emergency

We would like to remind all owners and residents that when an emergency occurs in your unit or when you are witness to an incident on our premises, you should contact:

Life threatening emergency, crime in progress.

Call **9-1-1** since you are at the location of the emergency and police or ambulance services can reach our complex more quickly when the call is made on location.

Possible intruder on the premises.

- (a) Contact staff at **613-230-1754** during normal on-site staff working hours;
- (b) Call police **613-230 6211** outside normal staff working hours.

Mechanical failures, such as elevator malfunction, water damage, loss of power, garage door malfunction.

- (c) Contact staff at **613-230-1754** during normal staff working hours
- (d) Contact Apollo emergency number at **613-239-4805** outside normal staff working hours.

The chart on the next page might be useful to you in identifying who to call in case of an incident.

This chart can be downloaded from the website ([here](#)).

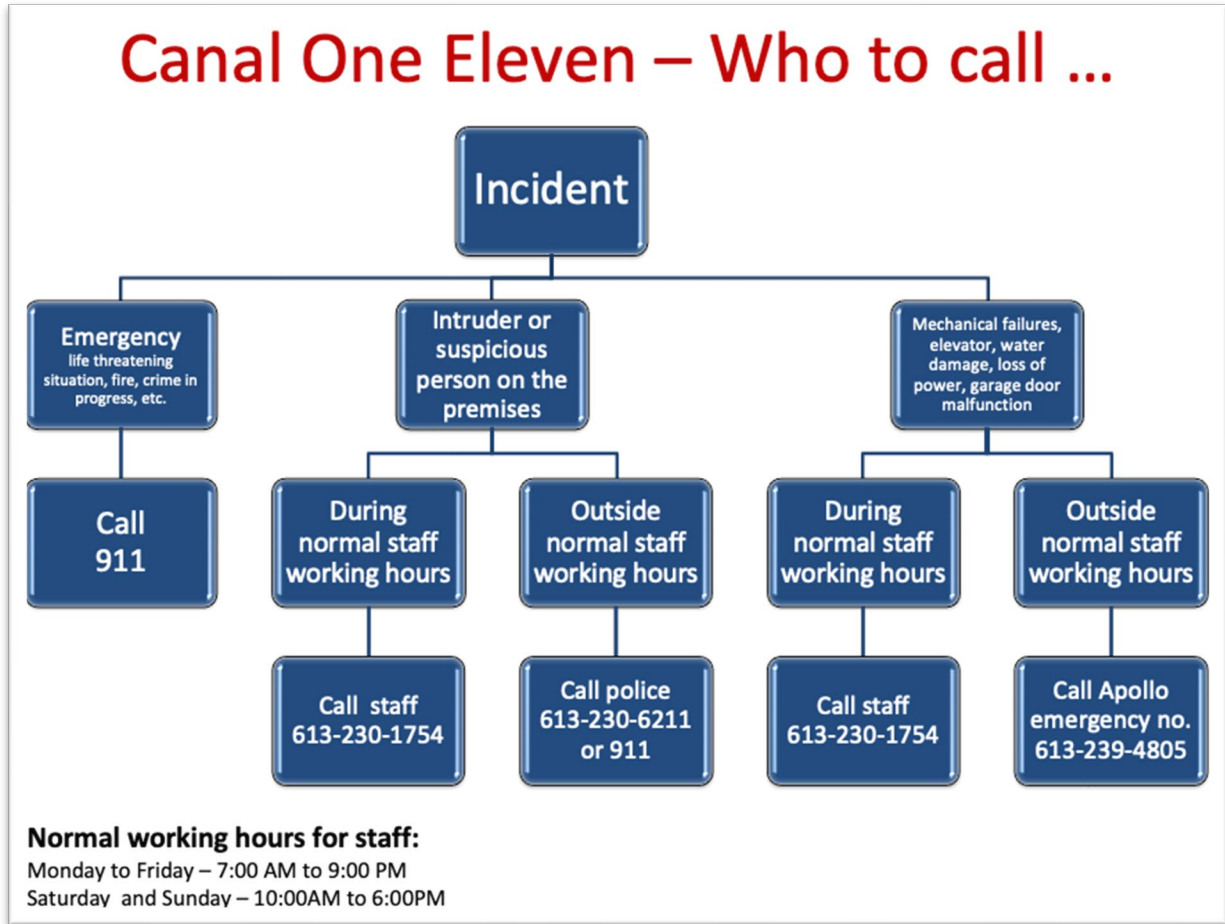


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Foreword

The Board of Directors would like to take this opportunity to welcome you to Canal One Eleven. We would be happy to meet you to introduce ourselves and answer any questions you may have. You can contact the Property Manager to arrange a date and time. The Board regularly holds an Owner's Forum (30 min.) at the beginning of every Board meeting where new owners are invited to introduce themselves and where current owners and occupants are invited to raise issues with the Board.

The purpose of this booklet is to inform you of the practices that have been adopted to ensure that Canal One Eleven is and remains a condominium community proud of and committed to its high standards.

You can find up to date information on our website www.canaloneleven.com.

We welcome your comments and participation in maintaining and enhancing the quality of living found at Canal One Eleven. Please do not hesitate to contact the Board (Board@CanalOneEleven.com).

As the owner of a unit in Canal One Eleven, you have undertaken to share ownership of all common property in our Condominium while retaining personal ownership of your own individual unit.

Owners who have amounts owing for common expenses (in arrears) for more than 30 days are not entitled to vote. ([Sect 49 of the Condo Act](#))

If you plan to lease your unit, as a Landlord you are obligated to provide your tenants with a copy of all procedures, rules and regulations of the Condominium. Tenants, in turn, are obligated to be familiar and comply with the rules and regulations.

The Board of Directors

Introduction

Condominium Living

This handbook has been prepared to assist you, as resident and/or unit owner, in understanding the rules and regulations that govern the conduct and operation of Canal One Eleven, registered as Carleton Condominium Corporation (C.C.C.) No. 256.

In a condominium, you make use of three types of property.

Your **unit** is owned outright, and your rights and responsibilities here are very much like those you have when living in a house.

The **common elements** are owned collectively by the Corporation, and include such things as the main structure, heating and plumbing systems, halls, lobby, recreational facilities, etc. With respect to these, your rights and responsibilities are like those of a tenant.

Exclusive use common elements are owned by the Corporation, but are reserved for the exclusive use of one unit owner, e.g., balconies, patio areas, underground garage parking spaces and storage lockers.

In thinking about who is responsible for what, it is important to keep in mind that the *Corporation* is a collective partnership of you and your fellow owners. The owners, either individually or collectively, are responsible for every aspect of the condominium property and assets. The *Corporation* is **you**.

Website

In addition to this handbook, you should register and visit the corporation's website www.canaloneleven.com for more complete and up to date information about your new home – see page 23 for details.

The Condominium Act

The Protecting Condominium Owners Act or Bill 106 received Royal Assent December 3rd, 2015 and amends the Condominium Act, 1998, the Ontario New Home Warranties Plan Act and enacts the Condominium Management Services Act as well as makes amendments to other relevant Acts. The Condominium Authority of Ontario (CAO) is a newly established organization that aims to improve condominium living by providing services and resources for condo owners.

Many aspects of the Act will be implemented through regulations. Many of the provisions of the Act are being implemented over time. In the meantime, the 1998 Ontario

Condominium Act prevails. In this document, reference to the Act or any specific article of the Act refers to the 1998 Ontario Condominium Act.

The Declaration

When a condominium is registered, the builder must file a declaration and by-laws, which describe the project and set out in detail the technicalities and the boundaries between units and common elements. They also prescribe the way the Corporation is to be managed, the share of common expenses to be borne by each unit owner, and the rules necessary to protect the collective interests of all owners. At the time of purchase, owners should receive a copy of the Declaration and By-laws, from their lawyer. The Declaration and By-laws are available on our website.

The Declaration is organized as follows:

Article 1 INTRODUCTION (Schedule A, C, D)

Article 2 COMMON EXPENSES (Schedule E)

- 2.1 Specifications of common expenses
- 2.2 Payment of common expenses

Article 3 UNIT

- 3.1 Meaning of a unit
- 3.2 Occupation of a unit
- 3.3 Right of entry by the corporation
- 3.4 Requirement for leasing a unit

Article 4 COMMON ELEMENTS

- 4.1 Use of common elements
- 4.2 Alterations, additions, improvements to common elements
- 4.3 Signage
- 4.4 Parking
- 4.5 Exclusive use of common elements
- 4.6 Corporate office
- 4.7 Restricted access (Schedule F)
- 4.8 Pets

Article 5 MAINTENANCE AND REPAIR IN UNITS AND COMMON ELEMENTS

- 5.1 Owner's responsibility
- 5.2 Common elements
- 5.3 Corporation right to repair and chargeback
- 5.4 Corporation's responsibility for exterior of door to unit and exterior windows

Article 6 EXPROPRIATION

Article 7 SALE OR MORTGAGING OF A UNIT

Article 8 1st OWNERS' MEETING

Article 9 MISCELLANEOUS

- 9.1 Units are subject to the Declaration and Bylaws, Common Element Rules and Rules and Regulations

- 9.2 Noise from the street
- 9.3 Invalidity
- 9.4 Waiver
- 9.5 Conflict between the Act and Declaration, By-laws and Rules
- 9.6 Construction of the Declaration
- 9.7 Headings

Schedules

- Schedule A Land description
- Schedule B Agreement with Central Trust and Bank of Montreal to consent to register C.C.C. No.256
- Schedule C Unit boundary
- Schedule D Percentage interest/contribution in common elements/expenses
- Schedule E Common expenses
- Schedule F Exclusive use of parts of common elements (lockers, parking and patio)

By-laws

The Board may not pass by-laws that are contrary to the Condominium Act or the Condominium Declaration. A by-law is not effective until it is confirmed, with or without variation, by owners who own not less than 51% of the units at a meeting duly called for the purpose. Once a by-law is confirmed, it is registered on title.

The current By-laws are:

- a) **By-law 1** (1984-Oct-19) deals with the owner register, annual meetings, special meetings and notices.
- b) **By-law 2** (1984-Oct-19) confirms agreements affecting common elements entered into by the C.C.C. No. 256 (cable, Hydro Ottawa and Bell Canada).
- c) **By-law 3** (1984-Oct-19) Special by-law confirms agreements between Royal Trust and C.C.C. No. 256, Teron and C.C.C. No. 256 and Teron and the municipality.
- d) **By-law 4** (1986-Jun-23) deals with borrowing by C.C.C. No. 256.
- e) **By-law 5** (1986-Oct-15) confirms an agreement between the Corporation and the owners of Unit 1 Level 6 for the installation and maintenance of chimney and fireplace as well as gas stove vent and stack.
- f) **By-law 6** (2002-Apr-11) sets insurance deductibles.
- g) **By-law 7** (2002-Apr-11) defines the standard unit and the unit features (Schedule B).
- h) **By-law 8** (2005-08-22) lease of one parking space.
- i) **By-law 9** (2006-Feb-09) concerns the calling of meetings, regular meetings and teleconferencing.
- j) **By-law 10** (2011-Jun-29) changes the year end of the Corporation.
- k) **By-law 11** (2021-01-21) to allow electronic meetings and e-voting.

Rules

The Board is responsible to draft rules or to propose to eliminate a rule. After the Board has approved a new rule, it is posted or sent in a notice to all owners. This notice states the new rule, gives its purposes, and explains that, if owners object, they can request a meeting. If no meeting is requested, the rule is considered accepted by owners 30 days after the notice was posted.

Pursuant to the Condominium Act of Ontario:

Section 58(6): Upon making, amending or repealing a rule, the Board shall give a notice of it to the owners that includes,

- a) a copy of the rule as made, amended or repealed as the case may be;
- b) a statement of the date that the board proposes that the rule will become effective; and
- c) a statement that the owners have the right to request a meeting under Section 46 and that the rule will become effective at the time determined by Section 58 subsection (7) and (8).

Section 58(7): A rule is not effective until,

- a) the owners approve it at a meeting of owners, if the Board receives a request for the meeting under section 46 within 30 days after the Board has given notice of the rule to the owners; or
- b) 30 days after the Board has given notice of the rule to the owners, if the Board does not receive a request for the meeting under section 46 within those 30 days.

Rules and/or policies are not registered on title. The current rules/policies in place include (Appendix A):

- a) Recreational Centre Rule (28 August 2020)
- b) Motor Vehicle Rule (formerly Parking Rule) (30 August 2020)
- c) Moving In/ Move Out and Major Deliveries Rules (31 August 2020)
- d) Unit Renovation Rule (1 January 2021)
- e) Pet Rule (29 August 2020)
- f) Video Camera System Policy (22 June 2014)
- g) Allocation of Storage Units Policy (2013-Apr-25)
- h) Smoking Rule (22 January 2020)

Conflict between the Act and Condo Documents

In case of conflict between any provisions of the Declaration and the Condo Act, the Act governs.

In case of conflict between any provisions of the by-laws and rules/policies, and the Condominium Act and Declaration, the Condominium Act or the Declaration, as the case may be, governs.

Other Important Documents

Annual General Meeting and Board Minutes

Minutes are available on the Corporation's website once approved.

Budget

The annual budget is usually prepared by the property manager and after being reviewed by the Treasurer is presented to the Board for approval. It is the Board's responsibility to approve the budget. The annual budget does not require approval by the owners.

Reserve Fund Study

In Ontario, a condo has to carry out a Reserve Fund Study as per Section 94 of the *Condominium Act*. A comprehensive study with site inspection is done every six years with an update without site inspection done between the comprehensive studies.

This study must be undertaken by qualified experts who hold a special designation. The purpose of the study is to examine all the systems (i.e., heating) and other physical aspects (garage, balconies, windows) of the condominium complex and to provide a reasonable schedule for their replacement or repairs together with an estimate of the costs involved.

The engineers present the results of this study to the Board along with a funding plan. The directors must decide how to implement this plan or put forth another reasonable plan. Once approved by the Board, a summary of the reserve fund study and how the Board intends to implement it is sent to all owners.

This information is then used to update the status certificate known as *Form 15 Notice of Future Funding of the Reserve Fund* (Subsection 94(9) of the *Condominium Act 1998*).

Status Certificate

The status certificate is a document, as per Section 76 of the *Ontario Condominium Act*, which provides basic and **essential information** concerning the financial status of a unit and of the condo corporation. Its focus is to inform a prospective seller or buyer of the fees, of any large increase that is going to come into effect, of any special assessment that is being contemplated by the Board, and any arrears or lien that a particular unit may have.

The purpose of status certificates is to allow potential sellers and buyers of condo units to have as much information as possible about their unit as well as the physical and fiscal situation of a building.

The status certificate is the responsibility of the Board.

Owners' and the Corporation's Responsibilities

Owners and occupants have an obligation to abide by the Condominium Act (Bill 106, Protecting Condominium Owners Act, 2015), the Declaration, the By-laws and the Rules. Similarly, owners are entitled to require that others comply by them. The Corporation must take all reasonable steps to ensure such compliance.

The Board manages the Corporation on behalf of the owners. The Board is responsible for making all the major decisions in the proper functioning of the corporation including upholding and enforcing the Condominium Act, the Declaration, the By-laws, and the Rules. The Board must ensure that these are applied uniformly, fairly, and consistently. The Board hires a property management company to manage the day-to-day operations of the corporation including enforcement of the provisions contained in the Condominium Act, the Declaration, the By-laws, and the Rules.

Maintenance and Repairs

Within Your Unit

Owner's Responsibility

Within your unit you are fully responsible for all repairs and upkeep. This includes drain cleaning, repairs to faucets and other plumbing fixtures, and repairs to electrical outlets and switches and air conditioning. You are also responsible for maintaining your exclusive use common elements in good order.

Corporation's Responsibility

The Corporation looks after the upkeep of other common elements and is responsible for major repairs of all common elements.

For more information, please refer to "Who is responsible for what?" document on our website.

Insurance

Owner's Responsibility

Each resident is responsible for ensuring the contents of his or her unit including "betterments" for all liabilities and damages as well as for third party liability.

Corporation's Responsibility

The Corporation is responsible for ensuring that the common elements and the whole property are adequately covered for public liability and property damage, as well as for fire.

Corporate Structure

Board of Directors

All condominiums are subject to the regulations of the Condominium Act 1998 of Ontario. Our condominium is registered as a corporation and is governed by a Board of Directors elected, on a rotational basis, for terms of three years, by secret ballot at the annual general meeting at a time set by a Board decision.

The Board of C.C.C. No. 256 consists of five Directors of whom three constitute a quorum. The officers of the Corporation consist of a President, a Vice-President, a Treasurer, and a Secretary appointed by the Board.

The Directors may meet, adjourn, or otherwise regulate their meetings as they see fit. Board meetings are held, generally speaking, once a month. Special meetings may be called as required.

To conduct the business of the Corporation, at least three Directors are required at a Board meeting. Meetings are chaired by the President, or in the absence of the President, the Vice-President. All the affairs of the Corporation are handled at meetings of the Board of Directors, and the agenda of any meetings may contain such items as routine maintenance, finances of the Corporation or other items brought forward by a member of the Board. If a resident wishes to make representation to the Board, the request must be submitted in writing ten (10) days before a Board or General Meeting to allow for proper study.

An Owner's forum is scheduled at the beginning of each board meeting. After the owners' matters have been presented and discussed with the Board, non-board members will be required to leave so the formal board meeting can begin. A board meeting is attended only by the elected board members, the property manager, and persons the Board invites to address specific items on the agenda.

The Board manages the Corporation on behalf of the owners. It represents the owners. As a Board it is responsible for making all the major decisions regarding the maintenance of the building and grounds, corporation finances, and must uphold and enforce the Condominium Act, the Declaration, the By-laws and the Rules. The Board must ensure that these are applied uniformly, fairly and consistently.

The Board plans and oversees the fiscal health of the Corporation and is responsible for hiring a property management company to carry out the tasks associated with their duties and day-to-day operations.

The position of the Director is a voluntary one, subject to election by owners. Directors are not remunerated in any way.

Meeting of Owners by Request

The Board, upon receipt of a written request for a meeting from owners who together own at least 15% of the units, shall call and hold a meeting of the owners and if the meeting is not called and held within thirty days of the receipt of the requisition, any of the requisitioners may call the meeting, and in such case, the meeting shall be held within sixty days of receipt of the requisition. The requisition shall state the nature of the business to be presented at the meeting and shall be signed by the requisitioner and deposited at the address for service of the Corporation.

Property Management

The members of the Board do not manage the day-to-day business of the Corporation such as personnel, maintenance, contracting, accounting etc. The Corporation hires a professional property manager (usually a property management company) that either specializes in, or has expertise in, condominium management.

Under the direction of the Board, the property manager assumes the responsibility for ensuring that all the necessary duties are carried out. This may include managing the Corporation's personnel, organizing the annual meeting and preparing monthly financial statements. A representative of the property management company attends board meetings to report on the ongoing activities and projects, answer questions, make recommendations and take directives from the Board.

The Property Manager reviews the needs of the Corporation in all areas in advance and presents them to the Board for decision. As an example, the Board may call for the manager to tender on various contracts, prepare a long-term reserve fund budget and investigate the costs and/or feasibility of various common element charges.

Any complaints or requests concerning maintenance that fall within the responsibility of the Condominium Corporation should be directed to the Property Manager. Please contact our property manager or property management company, preferably by email or letter, to discuss concerns you may have about our condominium.

The Property Manager provides full management services, including but not limited to the management of contractors providing services for

- maintaining and repairing common elements
- weekly site visits
- 24-hour emergency service
- management of C.C.C. No. 256 personnel
- providing any and all other services to meet the requirements of the Condominium Act
- enforcement of the C.C.C. No. 256 rules and regulations

- issuing notices to owners as required
- managing various issues raised by the owners and responding within a reasonable timeframe
- issuance of governing documents required by sellers of units and for other purposes as deemed by the Board
- timely assistance in the preparation of the yearly budget
- preparation of monthly financial reports for board meetings
- coordinating the annual audit with the auditors
- preparation and issuance of payments to service providers
- attending and providing assistance to the Secretary in recording the minutes of the Board meetings
- providing assistance to officers and directors of the Board with regards to specific fiduciary duties
- managing and maintaining C.C.C. No. 256 information using current information technology systems.

On-Site Staff

The on-site staff are employed by the Corporation and are responsible for the day-to-day operations of the property. Their duties include responsibility for routine repair, maintenance, cleaning, and general upkeep of the common elements and enforcing the Rules and Regulations of the Corporation.

Staff may, if they are willing, to do work in the units for residents but only on their own time, at resident's expense and after a waiver absolving the Corporation of all liability has been signed.

A staff member may be reached anytime by calling (613) 230-1754 between the hours of

- a) 7:00 a.m. and 9:00 p.m. Monday to Friday,
- b) 10:00 a.m. to 6:00 p.m. Saturday and Sunday.

Note that statutory holidays are treated as Sunday service.

Please note that there are a few "dead zones" on the property which prevent the cellular telephone from receiving any calls, such as in certain areas of the garage and the elevators. Should the cell phone be unavailable, please keep trying until staff is within range.

Building Access

Visitor Access

Enterphone

NOTE: you may have a primary and alternate phone and/or mobile numbers registered on the enterphone system.

If you have voicemail on your phone or mobile, please adjust the number of rings to 6 or more before voicemail picks up a call so the enterphone can disconnect and call the second number, if provided.

Operation

When a visitor in the lobby tries to reach you using the Enterphone, your telephone or mobile will ring. You may choose to have an alternate number that the enterphone system may call if there no answer.

When you pick up your telephone or mobile, you are connected to your visitor and must talk or the enterphone will not permit you to release the door lock. After speaking, should you wish to release the door lock and let the visitor in, simply press "6". Should you not wish to let your visitor in, simply hang up.

Should you be on a call, when a visitor arrives in the lobby and tries to reach you by Enterphone, you will hear a muted ring. Should you wish to speak to your visitor, "hook flash" on your phone. After you have finished talking to your visitor, press "6" for entry or hook flash for non-entry after which you will be automatically reconnected to your outside call. If you do not answer and you have an alternate number registered on the Enterphone, the enterphone will ring the alternate number.

Similarly, when you are talking to a visitor on the Enterphone and an outside call comes in, you will hear a muted ring. On completion of the lobby call, press "6" for entry, or hook flash on your phone for non-entry, after which you will be automatically connected to your outside call.

Keys

Unit Key

Unit keys should be provided by the seller of your unit. It is your responsibility to purchase additional unit keys, should you require them.

To facilitate emergency entrance to their units, owners or tenants are required to provide the property manager with a duplicate of their unit key(s). The key(s) will be placed in a locked safe and can be obtained in an emergency.

Landlords must also keep a separate spare set of unit keys to use in their landlord duties.

If a duplicate key has not been provided and entry has to be forced in an emergency, the owner will be responsible for the repair of any consequent damage to his/her unit and/or to the common elements.

Residents who have misplaced the key to their unit can contact the staff person on duty (during regular hours) if they wish to gain access in non-emergencies. They will have to sign a form stating that they were given a key to their unit; they will be asked to sign the form when they return the key. In addition, owners may purchase a lockbox from the property management company to store a key to their unit; the lockbox can be programmed with a personal code.

Common Element Key Fob

Common element key fobs should be provided by the seller of your unit. If additional common element key fobs are required, they can be purchased from the property manager. Owners are referred to the "Key Fob Memo" issued to owners on July 7, 2017 ([memo](#), [FAQs](#), [Key Fob Form](#)).

The replacement of lost common element key fobs is at the resident's expense.

Mailbox Key

A mailbox key should be provided by the seller of your unit. It is your responsibility to purchase additional mailbox keys, should you require them. If you need the lock mechanism, please contact the Property Manager.

Storage Unit Key

A storage unit key should be provided by the seller of your unit. Storage unit locks and storage unit keys are your responsibility.

Handicap Lift Key (Key Fob)

The handicap lift is accessible with your common element key fob. Once the black box light is green you have to continuously press the up or down arrow button to reach your destination then release.

Garage Door Opener Remotes/Keychain Remotes

A door opener remote or keychain remote should be provided by the seller of your unit. If additional ones are required, they can be purchased from the property manager.

Canal One Eleven Website

The Board of Directors runs a website for the benefit of owners and residents – <https://www.CanalOneEleven.com> . The website has been designed such that it can be viewed on a variety of devices, including computers, tablets and smart phones.

Access to the website is limited to owners and residents of Canal One Eleven. To register, please visit <https://canaloneleven.com/registration/> and complete the form:



Canal One Eleven

Ottawa's Premier Condo

Registration

Name *

First Last

Username *

Email *

Password *

Password Confirm Password

What is your status at Canal One Eleven ... *

1. Owner resident; 2. Owner non-resident; 3. Renter; 4. Staff; or 5. Other

Unit number (x0x, THxx, Other) *

What unit number do you own or live in?

You will then be given access to the login page:



Login

Username or Email *

Password *

Can't remember your password? [Click here](#) to reset.
Then check your email (10 min) to enter your new password.

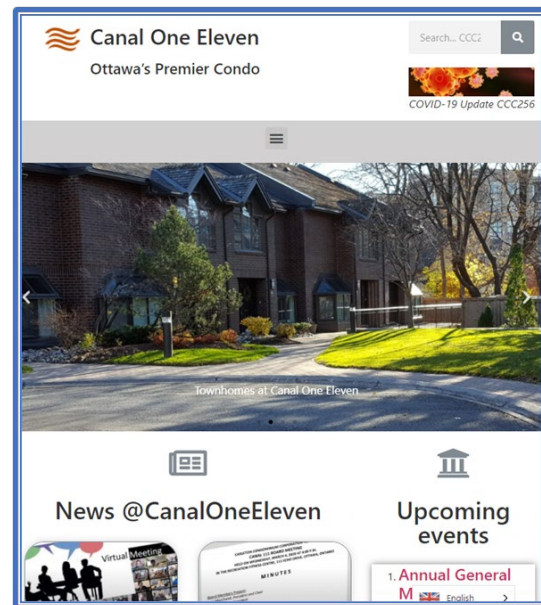
Not registered? [Click here](#) to register.

Submit

Website Structure

The website is designed as a content management system (CMS) to provide a comprehensive source of information to owners and residents. The website is structured as follows (subject to change over time):

- About
- Governance
- Management
- Documents
- Projects
- Notices (Posts)
- Links
- Emergency
- Contact



The **Documents** section of the website is of particular interest as it provides access to current and archived material relevant to the activities of C.C.C. No. 256, including the declaration, by-laws, board meeting minutes, budgets, financial statements, engineering reports, etc.

If you are registered, you will be notified every time a new message is posted on the Canal One Eleven website (News @CanalOneEleven).

Reaching Board Directors

Owners and residents wanting to reach all board directors can send an email to Board@CanalOneEleven.com.

Suggestions for Improvement

The Canal One Eleven website should be viewed as a *work in progress*. Owners and residents are encouraged to forward any suggestions for improvement to web_admin@CanalOneEleven.com.

Wi-Fi

Wi-Fi is available in the sports complex area only.

The Wi-Fi network name is: **Canal 111 new**

The password is: **nostroma100**

C.C.C. No. 256 - Articles, By-laws, Rules and Policies

Condominium Fees (Declaration Article 2, Schedule D)

Condominium fees also referred to as *common charges* are those that are levied on all unit owners proportionate to their interest in the property. Every month each unit owner pays what is generally referred to as a "*Condominium Fee*". The amount is, more precisely, an "*Assessment of Common Expenses*" and covers maintenance to the exteriors of units and all common areas.

Also covered by these charges are water (for the use of householders and for watering of common landscaped areas), electricity for common elements, snow removal, garbage collection, insurance for the common elements and the buildings, legal and audit services, security, staff, and the professional property management. Each unit is assessed a share of the total cost of projected services and maintenance over the coming year in proportion to the percentage contribution to common expenses, as per Schedule D of the Declaration. Included in the condominium fee is a mandatory allocation to the Corporation's Reserve Fund.

Condominium fees are established as an annual charge for the coming year. Fees are payable in advance, on the first day of each month commencing June 1 and are evidenced by twelve, post-dated cheques or pre-authorized payment. Cheques are to be made payable to "*Carleton Condominium Corporation No. 256*." Alternatively, owners are encouraged to complete the Pre-authorized Payment Form and submit it to the property management company.

There are no exceptions to the condominium fees or special assessments. Default in excess of 15 days will normally result in a lien against the unit for the arrears plus interest and legal

fees (as per Article 11.02 of the By-law 1). In addition, an owner is not entitled to vote at a meeting if any contributions payable in respect of the owner's unit have been in arrears for 30 days or more at the time of the meeting (1998, c. 19, s. 49 (1)).

Special Assessment

A special assessment is an additional payment or levy that the Board of Directors can assess against the owners when unexpected operating budget shortfalls occur or unexpected expenditures, or unexpected early major replacement program costs arise that deplete the reserve fund to an extent, or at a time, not contemplated by the condominium's reserve fund study and plan.

It is the duty of a Board to impose a special assessment when necessary and owners have to comply, as is the case for condominium fees. Default in excess of 15 days will normally result in a lien against the unit for the arrears plus interest and legal fees (as per Article 11.02 of the By-law 1). In addition, an owner is not entitled to vote at a meeting if any contributions payable in respect of the owner's unit have been in arrears for 30 days or more at the time of the meeting (1998, c. 19, s. 49 (1)).

Lien (Condominium Act)

In accordance with Section 85(1) of the Condominium Act, if an owner has not paid the common expense fees, the Corporation will automatically have a lien registered against the unit. The Corporation must give the owner 10 days' notice before registering the certificate of lien on the unit. A notice of lien must be registered within three months of the default, otherwise the lien expires.

The lien may be enforced in the same manner as a mortgage. In other words, the condominium corporation has all the usual remedies available to a mortgagee — including power of sale, foreclosure, possession and collection of rents.

If the unit owner has a mortgage, the mortgagee (such as a bank) can pay what's owing under the lien and add the amount to the mortgage.

The lien also allows the corporation to collect any interest and reasonable legal costs and expenses incurred by the corporation in collecting the debt.

Tenant to Pay Common Expense Default in Lieu of Rent (Condominium Act)

Under Section 87(1) of the Condominium Act, where the owner who has leased his unit defaults in his obligation to contribute to the Corporation's common expenses, the Corporation may require the lessee to pay to the Corporation out of the rent due under the

lease, an amount equal to the default, and such payment shall constitute payment toward rent under the lease.

Occupation and Use of Units (Declaration Article 3.2)

Owners and occupants must complete the Owner Information Form and submit the completed form to the Property Manager (Owner Occupation Form).

No unit shall be occupied by more than one family and shall be used only as a residence and for no other purpose.

No owner shall do, or permit anything to be done in his unit, or bring or keep anything therein which will in any way increase the risk of fire or the rate of insurance on any building, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with any insurance policy carried by the Corporation, or conflict with any of the rules and ordinances of the Board of Health, or with any statute or municipal by-law.

Owners, their families and guests shall not create or permit the creation of any noise or nuisance which may or does disturb the comfort or quiet enjoyment of the property by other owners, their families and guests.

A lease holder may not sublet or take in any tenant other than those persons listed in the original leasing contract.

Right of Entry (Act Section 19 and Declaration Article 3.3)

Section 19 of the Condominium Act gives permission to a person authorized by the Board to enter any unit or part of the common elements, at any reasonable time and upon giving reasonable notice, to make inspections and repairs to the property or to carry out any duty imposed upon the Corporation.

The Corporation, or the insurer of the common element property or any part thereof, their respective agents, or any other person authorized by the Board of Directors, are entitled to enter any unit or any part of the common elements, over which an owner has the exclusive use, at all reasonable times, and upon giving reasonable notice, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any conditions which might result in damage to the property, or carrying out any duty imposed upon the Corporation.

In case of emergency, an agent of the Corporation may enter at any time and without notice. The Corporation or anyone authorized by it, may determine whether an emergency exists. If any resident is not personally present to grant entry to his/her unit, the Corporation or its agents may enter such unit without rendering it, or them, liable to any

claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.

Notification of Unit Lease (Declaration Article 3.4)

Any owner leasing his unit shall furnish to the Corporation an undertaking executed under seal that the lessee and any other residents of the unit will comply with the Act, the Declaration, By-Laws, Rules and Regulations. The form is available from the property manager as well as on our website

Common Elements Additions, Modifications (Declaration Article 4.2)

Additions, modifications, etc., to the common elements must receive prior written Board approval.

No unit owner/resident shall repair any part of the common elements without the written consent of the Board.

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

No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements other than on a designated parking space.

No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit.

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

No awnings or shades shall be erected over and outside of the windows or decks.

Nothing shall be placed on the outside of windowsills or projections, or on the inside of windows so as to detract from outside appearances. This includes real estate signs.

Nothing shall be thrown out of the window or doors or off balconies of the buildings, except in case of emergency.

No objects shall be affixed to, or suspended from the garage ceiling.

No hanging or drying of clothes or linens is permitted on the balconies of the apartments. Decks and patios shall not be used for storage.

Barbecues are not to be used on the common elements except on common element areas attributed to the exclusive use of residents of units 101, 103, 104 and 106, the townhouses and the balconies of units in each of the two towers (x01, x03, x04, x06), subject to the guidelines listed on page 29.

Note on Barbecue Safety and Regulations

While there are no by-laws in Ottawa regarding barbecues on balconies, provincial legislation, regulated by the Technical Standards and Safety Authority (TSSA) and the Propane Storage and Handling Code (B149) prohibits the use and storage of propane inside a building.

The Fire Protection and Prevention Act looks at activities for which the building was not designed and that could lead to a fire and/or an explosion.

Electric, briquette and small propane (less than 19 pounds (8.6 kg) propane tanks) barbecues can be used on an apartment balcony under the following guidelines:

- General safety requirements are to keep the barbecue one meter away from any combustibles (wood railings, siding, etc.) and three meters from any combustible overhang, such as a porch roof;
- The balcony is open (no enclosures or walls have been erected);
- Propane cylinders (under 19 pounds (8.6 kg)) may be transported the passenger elevator, provided there are no other passengers;
- Cylinders are kept outdoors;
- The barbecue is kept clear of combustible material as listed on the barbecue's rating plate or in the certified instructions;
- The propane cylinder relief valve is at least one meter horizontally from any building opening below it and 3 meters from a building air intake;
- No combustibles are within one meter of the sides of the barbecue and three meters from the top; and, propane cannot be stored inside any structure; and
- Under no circumstances are propane barbecue cylinders that uses POL 20-pound cylinders to be used or stored inside a building, storage lockers, attached garage or on a balcony of a high-rise apartment building as the balcony in these buildings are considered a part of the structure.

Barbecues must be kept in the alcove area of the balcony, so as not to be visible from the roadway.

Signs (Declaration Article 4.3)

Unit owners/residents are prohibited from affixing any signs to the common elements.

Motor Vehicle (Declaration Article 4.4 and Motor Vehicle Rule)

Please refer to the [Motor Vehicle Rule](#).

Pets (Declaration Article 4.8 and Pet Rule)

Please refer to the [Pet Rule](#).

Maintenance (Declaration Article 5)

Unit owners are responsible for maintaining the interior of their unit. This includes in particular the heating, humidifying, plumbing and electrical fixtures and all appliances – please refer to the document [“Who is responsible for what?”](#) on our website.

Charges for Damages (Declaration Article 5.3)

Each owner shall indemnify the Corporation against loss, cost, damage, or injury caused to the common elements by the willful or unlawful act or omission of such owner or any resident of his unit.

Insurance for Common Elements (By-law 6)

The Condo Act of Ontario mandates that each condo corporation “obtain and maintain” insurance in the event of “damage to the units and common elements that is caused by major perils” or other perils specified in the declaration and by-laws. The Corporation carries fire and all-risk insurance coverage on all common elements and on all units as they existed at the time of construction.

Owners/residents should consult with an insurance broker and “obtain and maintain” insurance for: a) insurance-related assessments made against them by the condo corporation (e.g., third-party liability); b) their personal belongings; and c) improvements or upgrades made to their unit by them or a previous owner.

The Condominium Corporation will not assume any liability for interior damages to a unit not covered under the Corporation’s insurance policy.

Rules

The Board can make, amend, or repeal rules. Rules must be either be for the purpose of promoting the safety, security, or welfare of the owners and of the property or assets of the corporation or they must be aimed at preventing unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the corporation.

The following rules have been approved by the Board:

Table 1 Canal One Eleven Rules

Rules	Effective Date	Approved by the Board
<u>Allocation of storage units policy</u>	25-Apr-13	
<u>Motor Vehicle Rule (formerly Parking Rule)</u>	30-Aug-20	9-Jun-20
<u>Move In/Move Out and Major Deliveries Rule</u>	31-Aug-20	9-Jun-20
<u>Pet Rule</u>	29-Aug-20	9-Jun-20
<u>Recreational Centre Rule</u>	28-Aug-20	9-Jun-20
<u>Smoking Rule</u>	22-Jan-20	
<u>Unit Renovation Rule</u>	1-Jan-21	Nov. 2020
<u>Video Camera System Policy</u>	22-Jun-14	

While the rules are provided in Appendix A, owners and residents are advised to visit the website to view the latest version of the rules ([Rules](#)).

Forms

To facilitate the interaction between owners/occupants and the Board or Property Manager, the Board has developed several pdf-fillable forms. While the forms are provided in Appendix B, owners and residents are advised to visit the website for the latest version of the forms ([Forms](#)).

Table 2 Canal One Eleven Forms

Forms	Effective date	Approved by the Board
<u>Agreement to Receive Notices Electronically</u>		
<u>Form 5 - Renewal of Lease</u>		
<u>Keyfob Form</u>	1-Dec-2014	
<u>Mail Holding Form</u>	12-Mar-2018	
<u>Move in/Move out and Major Deliveries Form</u>	31-Aug-2020	9-Jun-20
<u>Owner Information Form</u>		
<u>Pre-authorized Payment Form</u>	1-Jul-2017	
<u>Request to Renovate Form</u>	1-Jan-21	19-Nov-20

Grievance and Violation Procedures

In case of a violation of the Condominium Act, the declaration and its by-laws and rules, complaints and grievances are to be forwarded in writing to the Board of Directors. It should be noted that subsections 1.36 (1) and (2) of the Act provide for owners and/or the corporation to apply to the Condo Authority of Ontario for the resolution of a prescribed dispute.

Other Information

Auction Sales Prohibited

No auction sale shall be held on the property.

Bicycles

Bicycles should be stored on the rack provided on the wall of their parking spot in the garage or in their lockers. Owners may not leave bicycles at their front doors or in the backyard of townhouses.

Bicycles must never be taken through the lobby and the main entrance or in the elevator or halls. No cycling in the garage is permitted.

Contractors and Trades

Instruct your trades to start weekdays only at or after 7:30 a.m. and to complete their work no later than 6:00 p.m. Any work causing excessive noise can only be done between 9:00 a.m. and 4:00 p.m. Work is not permitted during weekends or statutory holidays. Please refer to the Renovation Rule on the website or in Appendix A.

Combustible/Offensive Materials

No stores of coal or any toxic, combustible, or offensive goods, provisions, or materials shall be kept on the property including in your individual units, balconies, storage rooms, or underground garage parking spaces.

Common Elements Corridors

Pursuant to the Fire Code, residents are not permitted to leave boots, skates, doormats, etc., in the corridor in front of their units.

No resident shall place or permit to be placed upon the common elements any goods, debris, or refuse.

Deliveries

If you are expecting the delivery of a very large item, please notify the staff well in advance of the delivery. This will give them sufficient time to install protective padding in the elevators (pads are available on site).

If you cannot be at home to receive large deliveries, please note that staff is not permitted to receive them in your absence.

Refer to the “Move in / Move out and Major Deliveries Rule”.

Driveway (weight limit)

The upper driveway which is the roof the indoor parking has a maximum weight capacity limit of 6000 kg or 6T. Overweight vehicles must not drive up to this level but may park on the side of the Echo Drive garage entrance.

Electrical Overload

Owners or tenants shall not overload existing electrical circuits. Only licensed electricians should be used to upgrade your electrical circuits in your units.

Fragrance-free and scent-free corridors, hallways and elevators

Out of respect for those that have fragrance sensitivities, asthma, allergies and other medical conditions, we ask that owners and residents be careful with their use of perfume, cologne and other fragrances.

Garbage/Recycling Collection and Storage

Garbage must be placed in plastic bags secured with a tie. It can be dropped in the garbage chute situated in the garbage/recycling room on every floor of the towers or in the garbage bins near the door of your townhouse.

Broken glass should not be put in the garbage chute. It should be wrapped and clearly marked to prevent injury and deposited in the garbage/recycling room.

Residents are encouraged to recycle. Bins are provided to recycle paper products (Black Box) and Glass/metal/plastic (Blue Box) in the garbage recycling room and in the two large containers near the Echo Drive garage entrance.

Detailed information of what is acceptable recycling material is posted above the bins in the garbage/recycling room as well as on the front panel of the large recycling containers.

Failure to comply with these rules could result in increased costs for garbage removal and/or chargeback to the individual concerned.

All containers should be emptied and rinsed. All boxes should be broken down. Only items on the accepted City list are recyclable. All other items are garbage.

For the latest information on recycling check the city of Ottawa website (www.ottawa.ca).

Garburators

Garburators are not permitted in the City of Ottawa (City of Ottawa by-law No. 2003-514). If your unit has a garburator and is the confirmed source of damage to common elements or other units, you will be responsible for all costs to repair the property.

Heating and Cooling

Apartments

Heat is emitted from the electric baseboard heaters in front of your windows. Cooling air is emitted from the fan coil units. You can use the fan only option of your fan coil year round. The cooling option on your fan coil is available from Mid-April when the Rooftop HVAC equipment is started up to the end of October when the rooftop HVAC equipment is turned off for the fall and winter seasons.

The fan coils are part of the unit and should be serviced annually by an HVAC service company to ensure proper operation.

Townhouses

The entire heating/cooling is part of the unit and we recommend that you engage a qualified heating and cooling company to inspect and maintain the heating/cooling unit at every change of heating/cooling season.

There have been some icing problems with heat pumps in the backyards. If a problem should occur or the unit makes an unusual sound or vibration, turn the heat pump off from your circuit breaker in the basement and contact a heating contractor. With the heat pump off the heater portion of the furnace will still work.

It is the town house unit owner's responsibility to make sure that your outside heating/air conditioning unit is protected from falling ice/snow during the winter months.

Landscaping

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

Litter

No matter how hard the cleaning staff tries, some areas usually seem to have litter. If you want to have clean and tidy common areas, you can help!

Liability

If a resident leaves a window open in winter, causing pipes to freeze and burst, and possibly damaging adjacent or lower units as well as his own, the resident can be held personally liable for damages. The same applies to a window left open in a rainstorm, an overflowing bathtub, or a fire starting in one unit and damaging others.

Notice Board

Any and all notices placed on the notice boards in the garage must be approved by the property manager. All unauthorized notices will be removed.

Noise

One of the most common causes of complaints in any condominium, no matter how well designed and constructed, is noise.

Instruct your trades to start only at or after 7:30 a.m. and no later than 6:00 p.m. . Any work causing excessive noise can only be done between 9:00 a.m. and 4:00 p.m. Please note that work by trades is not permitted during weekends and statutory holidays. Please refer to the Renovation Rule on the website or in Appendix A.

If noise from another unit becomes a nuisance to you, first call the resident concerned and ask him or her to reduce the noise level. If this is not successful, launch a complaint with the City of Ottawa By-Law department. Please refer to the [Condo Authority of Ontario](#) website for more information on dealing with noise issues.

Rollerblading/Skateboarding

No rollerblading or skate boarding is allowed anywhere on the property.

Safety and Security

The safety and security of all residents is the responsibility of every individual resident.

The following points are always important to remember:

- a) Do not let anyone into the building unless you know them personally and know the purpose of their request to enter.

- b) Ensure all emergency exit and entrance doors are locked when not in use. If you find a door blocked open, please close it and report the incident to the staff or management.
- c) Lock the door of your unit.
- d) Do not give your common element key fob to anyone unless necessary. If you lose a key fob, you are required to advise the property manager immediately so that it can be disabled.
- e) Always keep your car locked and the windows closed. Do not leave any valuables inside.
- f) Cancel newspaper deliveries and notify the post office when you are going away. Also notify the property manager and staff of extended absences.
- g) Notify the staff if you are aware of any suspicious happenings.
- h) Please notify the staff and the property manager about disabled residents. Please ensure that they are provided with relevant, up-to-date information in writing so that we can update our fire plan. This is critically important in an emergency.

Smoking

The Smoke-Free Ontario Act prohibits smoking in the common-element areas, including the parking garage. Please refer to the Smoking Rule on the website or in Appendix Z.

Storage Units

Located on the lower level of the Recreation Centre, storage units provide limited storage space for each tower unit. A key to your locker should be included with your unit keys.

No combustible or toxic materials may be stored in your storage room.

Please refer to the policy on the allocation of storage on the website or in Appendix Z.

Water Consumption

Water for the entire complex including your unit is paid through your condo fees and is approximately 6% of our annual operating budget. The cost of water is now at \$4.51 per m³ (2019) and has been increasing at 5% to 6% per year for the past 7 years. It is important to ensure that water is not running unless in use.

Help us reduce our water consumption

The average leaky toilet can waste up to 600 cubic metres per month or 20 cubic metres a day. This translates to more than \$ 2,500 per month per average leaky toilet for our corporation.

We are asking your help by checking all your faucets, showers, baths and toilets for leaks or seepage.

You can check for a toilet leak/seep by doing these 2 tests:

The Sound Check

Simply walk up to your toilet and listen. If you hear an odd hiss-like noise, you may have a leak and will want to check further.

The Dye Test

Lift the lid off the water tank, drop in some food colouring or brewed tea or coffee, and come back in 20 minutes. If colour appears in the toilet bowl the rod-and-ball assembly or flapper need adjustment or replacement (Do not flush the toilet while you are waiting).

Leaky faucet fixtures are another all-too-common cause of high water bills¹.

A simple visual check of your faucets, shower heads, and other fixtures is all it takes to identify a leak at the fixture. The most common cause of a faucet leak is a faulty rubber washer in the faucet handle.

Unit owners are responsible for all plumbing repairs and maintenance. The Condominium Corporation is not responsible for internal unit plumbing leaks.

Low-flush / Dual-flush toilets

When replacing your toilets please consider installing low-flush or dual flush toilets to minimize water consumption.

¹ <https://www.toronto.ca/services-payments/property-taxes-utilities/utility-bill/utility-bill-information/water-leaks-costs-how-to-spot-a-leak/>

Appendix A - Rules

At present, the following Rules have been approved by the Board.

Rules	Effective Date	Approved by the Board
<u>Allocation of storage units policy</u>	25-Apr-13	
<u>Motor Vehicle Rule (formerly known as Parking Rule)</u>	30-Aug-20	9-Jun-20
<u>Move In/Move Out and Major Deliveries Rule</u>	31-Aug-20	9-Jun-20
<u>Pet Rule</u>	29-Aug-20	9-Jun-20
<u>Recreational Centre Rule</u>	28-Aug-20	9-Jun-20
<u>Smoking Rule</u>	22-Jan-20	
<u>Unit Renovation Rule</u>	1-Jan-21	19-Nov-20
<u>Video Camera Policy</u>	22-Jun-14	

Please refer to the Canal One Eleven website ([here](#)) for the most current version of the Rules. The rules are reproduced here for convenience and completeness.



Storage Units

RESOLUTION OF THE BOARD OF DIRECTORS OF CCC 256

BE IT RESOLVED as a Resolution of the Board of Directors of CCC 256 as follows:

That storage units be designated and assigned by the Board as listed:

Unit No.	Storage No.	Unit No.	Storage No.
101	5	401	15
102	23	402	9
103	20	403	32
104	21	404	3
105	8	405	35
106	19	406	37
201	7	501	4
202	33	502	16
203	28	502	17
204	29	503	25
205	10	504	31
206	18	505	1
301	30	505	2
302	14	506	13
303	27	601	34
304	22	603	11
305	36	604	6
306	26	606	24

Dated at Ottawa, Ontario this ___25th___ day of April 2013.

Copy of a resolution of the Board of Directors of CCC256 passed on this 25th day of April 2013.

The Board of Directors

Original signed

President - Cornelius Kroon

Apollo Property Management
1200 Prince of Wales Drive, Suite D
Ottawa, ON K2C 3Y4
Tel.: (613) 225-7969 FAX: (613) 727-0378

MOTOR VEHICLE RULE

A motor vehicle under this rule is defined as a car, truck, or motorcycle, including motor bikes and motor scooters either gas, or electric powered. Motorhomes are not allowed on the property of the corporation.

General

1. No motor vehicle will be stopped and parked in front of any building on the surface roadways except for dropping off and picking up passengers, unless approved by the staff.
2. No motor vehicle shall be parked in such a way that it extends into driveways, ramps, access areas or neighbouring spaces, unless approved by the staff.
3. The speed of all motor vehicles throughout the property is limited to 15km/hour.
4. No motor vehicle that is not in operating condition or properly licensed for operation shall be parked or left on any part of the common elements.

Garage Parking

1. Each owner has purchased the right to use one or more parking spaces. [Article 4.4](#) of the Declaration states; " No unit owner or his tenant, or member of either member of their households shall park upon any of the parking spaces not allocated to him nor any of the parking areas designated by the Board from time to time as visitors' or other owners' parking". (Please note that in the corporation declaration the word his refers to him/her.)
2. Parking spaces are not to be used for storage, other than a small container of windshield washer fluid, anti-freeze, a shopping trolley, and two bicycles per space. The owners or operators of motor vehicles should periodically check to ensure that their vehicles are not dripping oil or gas which may dirty or damage the blacktop surface of the garage. The property management will periodically re-view each space for such dirt and damage and will notify the owner or operator of the vehicle. Upon receipt of such notice, the owner or operator of the vehicle, or in the event of default, the owner of the parking space will make immediate arrangements to have any such leakages or spills cleaned with a detergent to prevent damage to the surface covering. Failure to clean up any leaks or stains may result in a cleaning fee bill being charged by the corporation back to the owner and/or resident responsible for the first such cleaning and will bill for any

subsequent cleanings, if action to address the spill is not taken by the owner and/or resident.

3. Owners can rent their parking spaces to other owners and residents. As well, owners can rent their parking spaces to friends for longer term storage only. The corporation, board of directors, property management and employees are not responsible for any damages and/or losses to visitors' motor vehicles and motor vehicle of friends and the damage that they might cause, including the loss of personal property with these vehicles no matter how caused. Damage(s) caused to common elements of the corporation by motor vehicles of visitors will be the responsibility of the owner of the parking space.

Maintenance

1. If an owner wishes to wash his/her vehicle, they can get a hose cart and broom from the staff. Vehicles need to be moved to an area near one of the water spigots where indicated. When completed, water must be swept by the resident into the drains. Residents need to provide their own cleaning supplies and should be cautious around the vehicles of other residents.
2. Mechanical or body repair work, oil changing, or spray painting are not permitted anywhere on the property. Only emergency repairs to make a vehicle functional are allowed.

Visitor Parking

1. Motor vehicles of visitors must be parked in the area designated for visitor parking and must be registered with the staff.
2. Visitors who want to leave their motor vehicle on the property over-night must register their vehicle with the staff.
3. A vehicle belonging to a person or organization providing service to residents such as home care, physiotherapy or personal training may park in the area designated for visitor parking and must register the vehicle with the staff.
4. Visitor parking is entirely at the risk of the visitor. The corporation, board of directors, property management and employees are not responsible for any damages and/or loss to the motor vehicles of visitors including personal property with the vehicles, no matter how caused.

5. Residents may not park in the areas reserved for visitor parking, unless approved by the staff.

Contractor/Trades and Service Companies Parking

1. Contractors, trades, and service companies are permitted to park along the east wall near the Echo Drive garage entrance. They cannot block access to the car garage door.
2. All contractors, trades and service companies must register with staff. If contractor parking is not available, staff may authorize park-ing in the visitor parking area, or other areas.
3. Contractor, trades and service company parking is entirely at the risk of contractors, trades and service companies. The corporation, board of directors, property management and employees are not responsible for any damages and/or losses to visitors' motor vehicles and personal property with these vehicles no matter how caused.

Violation(s)

No one shall park or use a motor vehicle in contravention of the parking rules of the corporation. If such should occur, the person is liable to be fined or have the vehicle towed away from the property in accordance with city by-laws. In such an event, the corporation, board of directors, officers, employees, or agents shall not be liable whatsoever for any damages, costs or expenses however caused to such motor vehicle or to the resident or owner responsible.

BOARD APPROVED: June 9, 2020
EFFECTIVE DATE: August 30, 2020



MOVE IN/OUT AND MAJOR DELIVERIES RULE

1. All residents moving in or out of their unit must make arrangements with the property manager or his on-site representative and submit a completed move in or out form.
2. All residents receiving major deliveries such as furniture, appliances or equipment must make arrangements with the property manager or his on-site representative and submit a completed move in or out form.
3. A moving in or out form must be completed and submitted a minimum of one (1) week prior to moving in or out to book the elevator.
4. A damage deposit is required. (2017 to current - deposit \$2,000)
5. No more than one (1) resident is permitted to move in or out on a given day.
6. A security guard from a bonded company must be contracted for all move in or out by the moving party to monitor and protect the common areas during the move.
7. A security guard is not required for major deliveries such as furniture and equipment.
8. All areas must be inspected by the Staff member and a representative of the party moving in or out, both before and after the move. An inspection form confirming the inspections must be signed by both parties and returned to the office.
9. Protective floor coverings must be used, and elevator padding be in place before and during the move.
10. Garage doors should not be left open and should only be opened for actual loading purposes.
11. Moves and major deliveries are restricted to weekdays only (Monday to Friday) , between 8 a.m. and 5 p.m. No moves shall take place on Saturdays, Sundays, or statutory holidays.
12. Movers must be adequately insured.

13. All Items must be taken directly from the elevator to the unit or from the unit to the elevator, as applicable. Nothing shall be placed or left, even temporarily, in the common elements.
14. No Items of any type are allowed to be moved through the main lobby doors.
15. If the move is into the building or a delivery of large Items such as furniture or equipment, the security deposit will be returned if, after inspection, no damage has occurred.
16. When the move is out of the building, the security deposit will be returned if, after inspection, no damage has occurred and when all common element fobs are returned to the Property Manager or the authorized agent of the Corporation.
17. If the elevator is booked by the Owner and/or Resident for a major delivery, no security deposit is required, but the Owner and/or Resident shall be solely responsible for all costs and expenses related to any damage caused to the elevator or common elements, as determined by the superintendent and/or Property Manager after inspection.
18. Where damage to the elevator and/or any other part of the common elements has been caused by a Move into or out of a unit and/or exclusive use common elements, the Owner shall be responsible to the Corporation for the cost of repairing any damage caused. The cost of repair shall be assessed by the Property Manager or the authorized agent of the Corporation as soon as possible after the Move, on the basis of quotations. The security deposit will be applied toward the repair costs. If the deposit amount is inadequate to cover the cost of the damage, all costs incurred by the Corporation will be recovered from the Owner of the unit and any costs incurred shall be recoverable in the same manner as common element expenses.



INSPECTION FORM

Area inspected	Before	After
Loading areas		
Garage doors		
Ground level lobby and doors		
Emergency stairwells		
Elevator doors/frames		
Corridor floors/walls		
Fixtures		
Unit door		
Inspected by:		
Date:		

BOARD APPROVED: June 9, 2020
EFFECTIVE DATE: August 31, 2020

PET RULE

It is the responsibility of all CCC 256 owners, residents and their guests to comply with the following rule relating to pets on CCC256 premises.

1. All residents and owners must comply with the laws of the Province of Ontario or the applicable by-laws of the local municipality with respect to the keeping of dogs and other pets. Pet owners are expected to be current with these laws and bylaws.
2. All residents and owners must comply with the corporation's declaration [Article 4.8](#) which states: "No animal, livestock or fowl other than a domestic animal kept as a pet, shall be kept on the property, and no pet that is deemed by the Board or the Management Firm, in its absolute discretion, to be a nuisance shall be kept by any owner/resident of any unit. Any owner/resident who keeps such a pet on the property shall within two weeks of receipt of a written notice from the Board or the Management Firm requesting the removal of such pet, permanently remove such pet from the property."

In addition to the above

3. All pets are to be on a leash or carried by hand while in the common elements at all times.
4. No pets are allowed in the flower beds and lawns of the podium, which is the roof of the garage. These lawns and flower beds are located between the towers and townhomes of our complex. Pets may not be left alone on balconies or patios.
5. At no time, may a pet be allowed to roam freely, off leash or alone in the common elements of the condominium.
6. It is incumbent upon each pet owner to ensure that the pet does not defoul or damage any common-use areas or exclusive-use common element areas. Should the animal defecate on any common element or exclusive-use common element areas of the condominium, the owner (or custodian) will immediately gather up the droppings and dispose of them appropriately.
7. When a pet pollutes the grounds or common areas including inside a common area building, the Owner and/or Resident shall immediately clean up after it. If accidents happen inside a common area building, this must be reported to the Property Manager/Superintendent so that the area can be properly cleaned. Should an Owner

and/or a Resident fail to clean up after his or her pet, the pet shall be deemed a nuisance and the Owner of the unit in which the pet resides will be charged a cleaning fee by the Corporation which may be collected in the same manner as common element expenses.

8. All damages occasioned by a pet to a common area building, walls, trims, finishes, tiles, carpeting stairs, landscaping and any other portion of the common elements shall be the full responsibility of the resident owner of the pet and the said resident shall fully reimburse the Corporation for the cost of the repair, replacement or renovation thereto.
9. It is incumbent upon each pet owner to keep the noise level of his/her pet to an acceptable level at all times.

BOARD APPROVED: June 9, 2020
EFFECTIVE DATE: August 29, 2020

RECREATION CENTRE RULE

The Board shall have the right to withdraw from any resident the right to use the Recreation Centre and areas as a result of any breach or breaches of any rules in respect to their misuse of the recreational facilities and areas.

The recreation centre is accessible 24 hours a day, seven days a week except for the pool and whirlpool/spa which are open from 07:30 – 23:00.

The recreation facilities are unsupervised and are to be used at the user's own risk.

No-one under the age of 12 may enter the Recreation centre, unless accompanied by a resident or guardian over the age of 17. Children under the age of 12 are not allowed in the Gym at any time.

In all circumstances, non-residents MUST sign the registry log.

Each resident is responsible for ensuring that their guests are fully aware of all Rules and comply with the Rules

Gym: Guests of residents may use the Gym as long as they are accompanied by a resident.

Pool/Spa/Sauna: Guests of residents may use these facilities as long as they are accompanied by a resident or the resident has informed staff that the guest is coming to use them.

Tennis /Pickleball/Squash / Golf: Guests of residents may use these facilities as long as they are accompanied by a resident or the resident has informed staff that the guest is coming to use them.

Change rooms

1. All unit owners have one locker provided in the women's change room and one in the men's change room. Each resident is responsible for supplying their own lock to ensure the safekeeping of their belongings. No locker can be claimed for a permanent exclusive use by a non-resident. Keep your locker clean and in good repair.
2. Do not leave wet, soiled clothing/towels, etc. on the floor. Hang them on the hooks provided or put them in your locker. Items left on the floor or on the lockers will be disposed of.
3. The Corporation, its directors, officers, employees or agents are not liable whatsoever for any damages, or lost property not left in a secured locker.

Gym

1. Please put your cell phones in airplane or silent mode.
2. There is not to be any loud or rambunctious carrying-on.
3. No glass containers or breakable objects of any kind are permitted.
4. No food or beverages, with the exception of water in plastic/metal containers are allowed. Water is available in the Gym.
5. Wet or dry swimwear, bathrobes and similarly unsafe and unacceptable attire is not to be worn while using the equipment in the Gym. Gym shoes must be worn when using the mechanical equipment in the Gym.
6. No equipment is to be moved from the Gym. No equipment is to be moved from their original positions within the Gym except balls, mats, free weights platform steppers.
7. All machinery and equipment in the Gym must be wiped with disinfectant surface wipes after each use.
8. The television and lights must be turned off when leaving the Gym.

Pool, Whirlpool/Spa and Sauna

Rules for the use of the Pool and the Whirlpool/Spa and Sauna

1. Ensure that you read and abide by all rules and provincial regulations posted in the swimming pool, whirlpool/spa area and sauna.
2. Residents must ensure that their guests comply with pool, whirlpool and sauna rules. The pool and whirlpool/spa area is open from 07:30 – 23:00 hrs
3. It is strongly recommended that no one use the swimming pool or whirlpool or sauna if they are alone.
4. Proper swimwear is required to be worn in the swimming pool, whirlpool/spa and surrounding area at all times.
5. No glass container or breakable objects may be carried onto the deck or into the pool.
6. Beverages and food, except for water in plastic/metal containers, may not be brought in the pool/whirlpool/spa area.
7. No person infected with a communicable disease or having open sores on his or her body shall enter the pool or the whirlpool/spa or the sauna.
8. For sanitary purposes, a shower must be taken prior to using the swimming pool, the whirlpool/spa, or the sauna.
9. The use of oils, creams and lotions of any kind is not permitted while using the pool or whirlpool/spa. These should be washed off with soap and water before entry and re-entry into the pool or whirlpool/spa.
10. No person shall pollute the water in the pool in any manner.

11. Any child under the age of three (3) and any child who is not toilet-trained regardless of age, must wear special swim diapers.
12. Running anywhere in the swimming pool/whirlpool area is not permitted. No one shall jump into the pool in a manner that interferes with the use and enjoyment of the pool by others. No person shall engage in boisterous behaviour in or about the pool.
13. Diving is not permitted. In the event of an emergency, use the wall phone located at on the wall near the main door to the pool area.
14. Street shoes are not permitted.

BOARD APPROVED: June 9, 2020
EFFECTIVE DATE: August 28, 2020

SMOKING RULE

Adopted pursuant to Section 58 of the Condominium Act, 1998, the Smoke-Free Ontario Act of Ontario, as amended October, 2018, prohibits smoking in any and all indoor common areas of the condominium (e.g. lobbies, recreational facilities, garages, elevators, etc.).

Secondhand smoke (including that which is exhaled or that emanating from lit smoking products) causes irritation, discomfort, and nuisance to many and is a known health hazard. It also increases maintenance and cleaning costs and the risk of fire, which could impact insurance premiums.

It is very difficult to completely prevent the migration of smoke, second-hand smoke and/or the migration of the odour of burning tobacco, cannabis and other similar substances between units and/or from units to common elements. The growing of cannabis can result in damage to units and/or common elements, including damage by moisture/mold or as a result of spores emanating from the growing of cannabis plants. The growing and transformation of cannabis and similar substances may also result in disproportionate use of utilities and may increase fire and other hazards.

The Corporation has therefore enacted a smoking rule as follows:

Effective date

1. This rule is effective as of October 31, 2019, subject to the grandfathering provisions herein.

Definitions

2. Unless otherwise defined herein, any words and phrases which are defined in the Condominium Act, 1998 (as amended from time to time) or in the Regulations thereunder or in any successor legislation thereto shall have ascribed to them the meanings set out in the Act. Specifically, in this rule, the following words or phrases are defined as follows:

- a. "Act" means the Condominium Act, 1998, S.O. 1998, c.19 and all regulations thereunder and any amendments to said Act and regulations and any successor legislation;
- b. "Board of Directors" or "Board" means the board of directors of the Corporation;
- c. "Cannabis" includes cannabis, marijuana, hashish and other or similar drug, whether in the form of a seed, plant, leaf, flower, stalk, branch or part thereof or any by-product or any substance containing any of the aforementioned; "Corporation" means Carleton Condominium Corporation No. 256;
- d. "Owner" or "Owners" means "owner" as defined in the Act and shall mean the owner(s) of a residential unit;
- e. "Occupant" or "Occupants" means anyone who is a resident or who occupies any residential unit in the Corporation, for any length of time, and includes, but is not limited to any Owner and any tenant, their families, visitors, guests, clients, employees, contractors, agents, servants or anyone who is permitted to reside or to be present in a residential unit for any period of time by the Owner or by the tenant of the unit;
- f. "Smoke", "Smoking" or "Smoking Product" mean and include, but are not limited to, the smoking, inhaling, exhaling, burning of, or holding of lighted cigarette, cigar, tobacco and/or tobacco product, of Cannabis and/or any other substance which is consumed through lighting, burning, smoking or vaping as well as the use of pipes or any other lighted smoking equipment.

No smoking

3. Except as otherwise grandfathered by this rule (as defined further below), no one shall smoke or hold a lighted smoking product in any unit, on any common elements, on any exclusive-use common elements (including any balcony, patio or terrace) or anywhere on the Corporation's property, unless outside and at least 9 meters away from the building and from any entrances.
4. This prohibition applies to anyone on the property, including Owners, Occupants, contractors, visitors or anyone for whom the aforementioned are responsible.

Grandfathering provision

5. Notwithstanding the foregoing, this rule is subject to the following “grandfathering provision”.
6. For the duration of the grandfathering provision, the following Occupants shall be permitted to smoke in their unit and on their exclusive use balcony, patio or terrace subject to the following:
 - a. Grandfathering will only apply to Occupants of units who, at the time this rule is first circulated, occupy or reside in a unit by virtue of ownership or by virtue of an existing valid lease;
 - b. Occupants seeking to be covered by the grandfathering provision must make a written request to the Corporation identifying themselves by name and unit number. Occupants who are not Owners must copy the unit Owner on any request for grandfathering. Requests must be submitted to the Corporation on or before October 31, 2019;
 - c. The grandfathering provision will automatically cease when the grandfathered Occupant of the unit ceases to occupy the unit.
 - d. Grandfathered Occupants shall ensure that all of their doors and windows are closed and that, if deemed necessary by the Corporation, they use and operate an adequate and appropriate air filtering system at all times while Smoking. At the request of the Corporation, further and additional steps may be required to prevent the migration of smoke or odour from the unit onto common elements or onto other units. The Owner shall be liable for the costs of such measures.
 - e. Notwithstanding the above, in the event that a complaint is received by the Corporation that smoke or odours are entering other units or their exclusive use common elements as a result of Smoking in a unit or on exclusive use common elements, and the complaint is not resolved by the grandfathered Occupant(s) to the satisfaction of the Board of Directors at its unfettered discretion following the receipt of written notice of the complaints from the Board or management, the Board and/or management may, by written notice to the grandfathered Occupant(s) and the Owner(s) of the unit occupied by the grandfathered Occupant(s), end the grandfathering period and prohibit smoking in the exclusive use common areas and or in the unit.

No cannabis cultivation

7. In addition to the above, and notwithstanding any federal, provincial or municipal legislation or regulation permitting it, no one shall grow, keep or cultivate any plant of Cannabis in any unit, on any common elements, on any exclusive-use common elements, including any balcony, patio or terrace, or anywhere on the Corporation's property, whether inside or outside. Medicinal exceptions and accommodations.
8. Exceptions to certain provisions of this rule may be made by the Corporation, on a case by case basis, to reasonably accommodate bona fide diagnosed recognized disabilities, as required and in the context of a treatment plan prescribed by a treating physician licensed to practice in Canada. Such accommodation must be granted by the Corporation, in writing, in advance of it being exercised.
9. Any Occupant requiring an accommodation must request it in writing from the Corporation prior to exercising it. The Occupant requesting the accommodation must provide within a reasonable time, written confirmation from a treating physician licensed to practice in Canada.
10. An accommodation will only be granted to the extent that it is reasonably required to accommodate the disability and only to respond to the Occupant's actual medical needs.
11. The accommodation must not create any risk of harm, injury or damage to the property or to other residents and must not result in unreasonable nuisance, annoyance, interference or disruption to other residents. The Corporation may require the accommodated Occupant to take, at his or her cost, any and all reasonably required additional measures to minimize any form of transmission of smoke or odour from the unit such as, but not limited to, the continuous use of adequate air filtering systems and other precaution to avoid harm, injury or damage to the property or to other residents or unreasonable nuisance, annoyance, interference or disruption of other residents.
12. Any authorized use resulting from an accommodation must also comply with all federal, provincial, or municipal laws.

General clauses

13. Any losses, costs or damages incurred by the Corporation by reason of a breach of this rule by any Owner and/or Occupant (including, without limitation, remediation or cleaning costs, as well as legal costs on a full indemnity basis to enforce this rule or to defend an unsuccessful arbitration

or legal proceeding by an Owner or Occupant as it relates to this rule) shall be borne and paid for by the Owner of the unit in question and shall be deemed to be an additional contribution towards the common expenses payable by such Owner and shall be recoverable as such.

14. Each of the provisions of this rule shall be deemed to be independent and severable. The invalidity of any part of this rule shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this rule.

15. No provision contained in this rule shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches of this rule which may occur.

Board Approved:

Effective Date: January 22, 2020

UNIT RENOVATION RULE

Unit Renovation Rule

It is the responsibility of all of CCC256 owners or residents to comply with the following renovation rule. Unit owners are encouraged to contact the Property Manager prior to undertaking any work in their unit to ensure compliance with these rules.

For the purposes of this rule the following words have the meanings herein ascribed:

1. Definitions:
 - a. "Repairs" means minor repair work in the Unit (excluding any part of the Common Elements within the Unit) such as the repair or replacement of plumbing fixtures, minor electrical or carpentry work, painting and decorating, the repair or replacement of appliances, carpeting.
 - b. "Renovations" means any work in the Unit other than minor repairs and includes changes to plumbing and electricity that alter current circuits and layout.
 - c. "Unit Owner" means the registered owner of the unit in which the Repairs or Renovations are to be performed.
 - d. "Owners" mean the owners of all of the other units in the Condominium
 - e. "Board of Directors" means the Board of Carleton Condominium Corporation No. 256,
 - f. "Corporation" means Carleton Condominium Corporation No. 256.
 - g. "Property Manager" means the manager of the Corporation as appointed by the Board.
 - h. "Unit" means the part of the condominium land, and/or all or part of the property land, which is available for individual ownership and title transfer, as defined in the Declaration.
 - i. "Common Elements" means those parts of the condominium lands or property that are not designated as units, as defined in the Declaration.
 - j. "Request for Approval to Renovate Form" means the form required to be completed and submitted to the Board for approval of Renovations.
2. All renovations must be pre-approved by the Board in writing one month prior to commencement of work.
3. Access to the unit must be provided to the property manager of Condominium Corporation 256 or its appointed designate throughout all phases of the work in order that proper inspections can be performed to ensure that all of approval conditions are met.
4. A unit owner can only submit for board approval one (1) request for approval to renovate form in a 12-month period.
5. The completed request for approval to renovate form must include detailed plans and a weekly work schedule and, if required for the renovation, engineering reports, underlay sample and installation information and any other information as requested by the Board.
6. No changes, modifications, or alterations to the Common Elements by a Unit Owner are to be undertaken without the prior written approval of the Board. If written approval is given, prior to commencement of the work, the Owner shall enter into an alteration/indemnity agreement with the Corporation in accordance with Section 98 of the Act, and the Corporation shall

- arrange for the registration of said agreement in the parcel register for the unit, at the expense of the Owner.
7. Any work that affects or is likely to affect access to common elements such as shut off valves that may be in your unit must remain accessible through a removable panel.
 8. In order to allow the Board to determine if such renovations affect or interfere with any portion of the Common Elements within the Unit, the Unit Owner must submit to the Corporation detailed plans, engineering reports, thermal scans if concrete slabs or walls should the renovation requested plans to interfere with the structural concrete and any further information the Board may require to consider the request. The Board shall expeditiously review such plans including engineering reports and shall, in writing, advise the Unit Owner if such proposed renovations are approved, and, if not, what portion of the proposed work effects or interferes with the Common Elements.
 9. Any work that affects or is likely to affect the structural elements of the building (concrete walls, columns, beams, concrete floors, etc.) is not allowed. However, the board of directors may exceptionally approve any part of such work if it receives a stamped and signed written opinion from a professional engineer licensed to practice in the province of Ontario in the related engineering discipline, stating that the proposed work will not affect the structure, fabric and integrity of the building. All costs for obtaining such opinion will be borne by the unit owner. The board of directors may seek a second professional opinion from an engineer of its preference, at the Corporation's cost, and proceed with the approval or disapproval of the proposed renovations at its discretion.
 10. Any damages to the interior or exterior common elements are the responsibility of and will be charged to the unit owner.

Tower Apartment Units – Plumbing

11. Any plumbing work in tower apartment units that requires access to the p-traps and pipes within the common element portion of another unit, will be arranged by the property manager who will make arrangements with the subject unit owner to provide access. The corporation, as directed by the Board, will complete the work required and chargeback any work performed in the unit to access and modify the plumbing if required.
12. Coring and chipping channels in the concrete slab is not permitted.

Tower Apartment Units - Flooring/Ceiling

13. If the proposed renovations should include new flooring or new ceiling inside a tower apartment unit, installation of sound deadening material between the new flooring or the new ceiling and the concrete slab will be required. Whatever under-floor padding material is being proposed for the renovations, it is the unit owner's responsibility to provide the management office with a sample and detailed installation instructions and recommendations issued by the manufacturer of such padding material, at the time of submitting this renovation request. Minimum allowed acoustic rating of the underlay material is sixty-eight decibels 68db for both Sound Transmission Class (STC) and Impact Insulation Class (IIC). Minimum rating of a tile floor assembly in respect to the Robinson Floor Test shall be three cycles and

the classification as “Residential”. The owner will obtain from the manufacturer, if requested by the Property Manager, relevant test results. Please contact the management office if in doubt. An inspection to verify the laying of appropriate material must be performed by the Corporation’s staff. Please book this inspection with the management office in advance so your renovations are not jeopardized by possible delays. Failure to install the proper material may result in a requirement to remove newly installed flooring or ceiling material and properly reinstall it at a later date. Renovations must be stopped until such time as flooring or ceiling issues have been addressed.

Workdays and Hours of Work

14. Unless otherwise specified by the Board, Renovations and/or Repairs are only to be carried out between the hours of 07:30 and 18:00hrs. (except in the case of an emergency) Monday to Friday. No work is allowed Saturday, Sunday and statutory holidays). The working hours for the renovation contractors performing any type excessive noise will be between 9:00 and 16:00 hrs. Monday to Friday.

Demolition and Excessive Noise

15. In addition, a unit renovation shall be limited to a maximum of seven (7) days of demolition and three (3) days of excessive noise (i.e., tile removal).
16. During the renovation, the owner must provide the Property Manager a written notice, at least 3 business days in advance, when excessive noise will be made. The date and estimated duration must be specified.

Other Documents Required

17. Prior to the commencement of any renovations the owner must:
 - a. provide the Property Manager with a written notice which will be sent to all owners, posted on the corporation’s website and on the bulletin boards describing the general nature of the work to be undertaken and the completion date;
 - b. provide the Property Manager with proof of liability insurance, WSIB and HST registration (if applicable) for the contractors performing the renovations;
 - c. provide the property manager a signed Section 98, if applicable,
 - d. provide a building permit, if required under the City of Ottawa by-laws for the work to be performed; and
 - e. forward a compliance deposit to the Property Manager in the amount specified in the Request for Approval to Renovate Form.
18. During the renovation period, the owner must:
 - a. During the renovation, the owner must provide the Property Manager a written notice, at least 3 business days in advance, when excessive noise will be made. The date and estimated duration must be specified.

Maximum Period for a Renovation

19. The maximum period of time permitted for a renovation is five (5) months. Under extenuating circumstances, a short extension of up to 3 weeks may be granted by the Board of Directors. This extension must be requested in writing and submitted to the property manager for Board approval. If the renovation is not completed within the Board approved completion date, contractors will not be allowed to the property until the unit owner attends a meeting with the Board. The Board will prevent all contractor access until their approval of the revised application.
20. If the renovation project cannot be completed by the Board approved extended completion date the original compliance deposit will be forfeited. The unit owner may re-apply for Board approval to resume renovations after 12 months from the Board approval date of the initial request for approval to renovate form.
21. In the event of a breach of any term, covenant or condition herein to be observed by an 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.

Debris

22. The Unit Owner is responsible for any debris left in the common element areas caused by the renovations and/or repairs and the Unit Owner must remove any such debris on a continuous basis, vacuuming or professional cleaning if necessary. It is advisable to ensure that any contract for renovations and/or repairs clearly confirms that the contractor is responsible for good housekeeping practices. The Corporation shall hold the Unit Owner responsible for these practices. Should the Unit Owner not comply, the Corporation will charge back the costs for any extra cleaning/removal of debris as required.
23. The temporary storage and off-property disposal of large amounts of debris and/or heavy bulky appliances and fixtures are the Unit Owner's responsibility. Contractor's bins are not permitted to stay on site and must be removed daily. It is not permitted to use the corporation's bin to dispose of any renovation material. Should the Unit Owner not comply, the Corporation will charge back the costs of any extra garbage fees incurred.

Equipment and Supplies

24. All equipment and supplies must generally be brought in or out through the garage. In the case of townhouses, equipment and supplies may also be brought in or out through the back door on Greenfield Avenue. Under no circumstances may the tower main entrance or the front door of townhomes be used for the delivery or removal of equipment and supplies.
25. If a contractor requires an elevator to move supplies, etc., the elevator must be pre-booked through the property manager or its appointed designate. Protective floor coverings must be used and elevator padding must be in place before and during the delivery. Any damage caused to the elevators or any other part of the common elements during a renovation, will be charged to the Unit Owner.



Canal One Eleven

Ottawa's Premier Condo

26. Should the Unit Owner and/or his contractor wish the elevator to be placed "on service" the Unit Owner and/or his contractor must make such arrangements with the Property Manager to accommodate reasonable requests by any other Owners and the public for use of the elevator while it is "on service", protective padding must be placed in the elevators.
27. The handicap lifts are not freight elevators and are not to be used for the loading or movement of materials/goods used in any renovations or repairs.

Contractor/Trades Parking

28. Contractors, trades, and service companies are permitted to park along the east wall near the Echo Drive garage entrance. They cannot block access to the car garage door. All contractors, trades and service companies must register with staff. If contractor parking is not available, staff may authorize parking in the visitor parking area, or other areas. (refer to the motor vehicle rule).

Owner Supervision

29. It is preferable that the Unit Owner be in residence in the Unit during the performance of the renovations or repairs in order to deal with the effect of the conduct of the renovations or repairs upon the Common Elements of the Condominium.
30. If due to the nature of the renovations, the Unit Owner is unable to be in residence in the Unit, then the Unit Owner shall make every reasonable effort to be in Ottawa (or its vicinity) during the performance of the renovations, and shall provide the Property Manager and the Superintendent in writing with contact information in case of an emergency (as determined by the Superintendent) relating to the Common Elements and must in writing, appoint someone (other than the Contractor) who is available in Ottawa, to supervise the performance of the Renovations.
31. The person who is so appointed shall be deemed to have the complete authority of the Unit Owner to deal with all aspects of the Renovations including necessary decisions regarding the performance of the Contractor and effect of his conduct and workmanship upon the Common Elements of the Condominium.

Contractor and Unit Owner Responsibilities

32. The Contractor and the Unit Owner must agree to abide by the above renovation rules and understand the compliance deposit will be forfeited if for any reason the rules stated above are not followed.

BOARD APPROVED: November 19, 2020
EFFECTIVE DATE: January 1, 2021



Video Camera System Policy

There are a total of 16 video cameras currently installed at CCC 256 - 111 Echo Drive.

The locations are listed below:

1. Garage showing east side from the Echo garage door
2. Garage showing west side from the Echo garage door
3. East Tower main entrance doors
4. West Tower main entrance doors
5. Swimming pool room - door only
6. Nautilus room - door only
7. Recreation Centre main entrance door
8. Superintendent office focused on the safe
9. East Tower main lobby including elevator
10. West Tower main lobby including elevator
11. Garage showing Greenfield garage door
12. Garage showing fire exit door to the stairwell beside TH7
13. Garage showing West Tower entrance
14. Garage showing Echo garage door
15. Garage showing East Tower entrance
16. Rec Centre lower lobby including entrance door from garage

The intent of the Video Camera System is to provide information after the fact, should an actual or suspected breach of safety or security take place on the condominium property.

The Video Camera System Policy is to govern the use of the information gathered. At all times, the monitors at the front desk will be turned off. The monitor in the Site Office will be turned on when a staff member is present in the site office. When there is no staff member in the office, the monitor will be turned off and the office door closed.

Viewing of the information gathered on the cameras will be restricted to viewing by the Staff while in the office and/or subsequent to an incident taking place, the Property Manager as required and the Local Authorities pursuant to an incident having taken place.

Information gathered will be kept for a period of one month and then erased unless an actual or suspected breach of safety or security has occurred. In this case, the information will be kept as long as required.

This information is private and will be used only for the purpose it was collected as per the guidelines of PIPED A (Personal Information Protection and Electronic Documentation Act).

This Policy will replace the previous Policy passed by the Board of Directors at the meeting of July 8, 2014. Passed at the Board of Director meeting on **December 22, 2014**.

Apollo Property Management
1200 Prince of Wales Drive, Suite D
Ottawa, ON K2C 3Y4
Tel.: (613) 225-7969 FAX: (613) 727-0378

Appendix B - Forms

At present, the following forms are available to owners.

Forms	Effective date	Approved by the Board
<u>Agreement to Receive Notices Electronically</u>		
<u>Form 5 - Renewal of Lease</u>		
<u>Keyfob Form</u>	1-Dec-2014	
<u>Mail Holding Form</u>	12-Mar-2018	
<u>Move in/Move out and Major Deliveries Form</u>	31-Aug-2020	9-Jun-20
<u>Owner Information Form</u>		
<u>Pre-authorized Payment Form</u>	1-Jul-2017	
<u>Request to Renovate Form</u>	1-Jan-21	19-Nov-20

Please refer to the Canal One Eleven website ([here](#)) for the most current version. The forms are reproduced here for convenience and completeness.



Agreement to Receive Notices Electronically

Agreement by owners or mortgagee to receive notices from the corporation by electronic delivery.

Owner's or Mortgagee's Name

Unit Number

Condominium Corporation's Name

In order for your condominium corporation to enter into this agreement, the Board of your corporation must have passed a resolution to determine the methods of electronic communication that it will use for serving notices on owners or mortgagees.

Method the corporation will use to deliver notices to me:

Email (**ONLY 1 EMAIL, PLEASE PRINT CLEARLY**)

My email address is: _____

I agree that I am sufficiently served, as described in Section 54 of the *Condominium Act, 1998*, if the corporation uses the method of delivering notices identified in this agreement.

Signature of Owner or Mortgagee

Date (yyyy-mm-dd)

Check the box below if the unit is owned by a corporation or affix the corporate seal.

I have the authority to bind the corporation

Apollo Property Management
1200 Prince of Wales Drive, Suite D
Ottawa, ON K2C 3Y4
Tel.: (613) 225-7969 FAX: (613) 727-0378





APOLLO

PROPERTY MANAGEMENT

Managing beyond the walls.

March 2, 2018

BY MAIL

Owner
111 Echo Drive
Ottawa, ON K1S 5K8

RE: Notice of Electronic Mail

Dear Owner,

The Condominium Act of Ontario has undergone significant amendments, many of which came into effect on November 1, 2017. The amendments to the Act will now allow for Electronic communication to Owners, if Owners agree in writing to receive communications in this manner. In order to action this cost saving initiative, your Corporation must first pass a resolution authorizing the amendment. Owners wishing to receive electronic communication such as notices of Owners Meetings, Annual General Meetings, newsletters and other correspondence from the Corporation must provide written authorization for the Corporation to do so.

We are pleased to advise that your Corporation (CCC No. 256) has passed a resolution on January 20, 2018 allowing the delivery and acceptance of electronic communications. A copy of the resolution is attached hereto.

If you are interested in receiving electronic communications from your Corporation, please complete and return the attached prescribed form "Agreement to Receive Notices Electronically". The completed forms can be returned via email to the Corporations notice of service email address at ccc256@apollomgt.com or to the corporation's mailing address of service at CCC No. 256, 1200 Prince of Wales Drive, Suite D, Ottawa, Ontario or by fax to (613) 727-0378.

Should you have any questions and/or concerns, please do not hesitate to contact the undersigned.

Yours Truly,

APOLLO PROPERTY MANAGEMENT LIMITED

As Agents only for CCC No. 256

Scott Hill, RCM, PSP
Senior Property Manager

APOLLO PROPERTY MANAGEMENT LIMITED
1200 Prince of Wales Drive, Suite D, Ottawa, Ontario K2C 3Y4
Tel. 613-225-7969 ext. 230 | Fax. 613-727-0378 | Email. scott@apollomgt.com





**RESOLUTION
CCC No. 256**

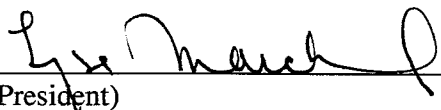
By way of motion: First: LYSE MARCHAND, Second. Gilles PATRY.

The Board of Directors of CCC NO. 256 hereby directs and authorizes the Corporation, including its employees and agents to provide and to receive electronic communication such as owner updates, requests for Preauthorized payments (PAP), newsletters, maintenance notices, infraction notices and any owners meeting packages including the one for the AGM to and by all owners who consent to the same as evidenced by the execution and delivery of the owner of the prescribed form made pursuant to the Condominium Act, 1998, which is currently named: "Agreement to Receive Notices Electronically". This electronic communication will be available to all owners that consent to read, download, print and save. The Corporation will use the following address for service in respect of all electronic mail sent by and received on behalf of the Corporation, which shall serve as the electronic address of service: ccc256@apollomgt.com until such time as otherwise resolved by the Board of Directors.

Dated this 20th day of January, 2018 ^{LM}



(Director)



(President)

Gilles PATRY

(Print Name)

LYSE MARCHAND

(Print Name)

APOLLO PROPERTY MANAGEMENT LIMITED
1200 Prince of Wales Drive, Suite D, Ottawa, Ontario K2C 3Y4
Tel. 613-225-7969 ext. 230 | Fax. 613-727-0378 | Email. scott@apollomgt.com



Form 5

CONDOMINIUM ACT, 1998

SUMMARY OF LEASE OR RENEWAL

SECTION 83 (1) (B) OF THE CONDOMINIUM ACT, 1998

TO: Carleton Condominium Corporation No. 256

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 leased) 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 sub lessee(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. I (We) have provided the *(strike out whichever is not applicable: lessee(s), sub lessee(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)

.....
(Fax number, if any)



Key FOB Form

This form must be completed by owners wishing to purchase additional key FOBs at a cost of \$30 per key FOB.

Unit No. _____ Date: _____

Owner Information

First Name: _____ Last Name: _____

Key FOB No. 1 (\$30)

The key FOB will be used by:

First Name: _____ Last Name: _____

Is this a "limited access" key FOB: Yes No

If this is a limited access key FOB, what doors should it open? _____

Key FOB No. 2 (\$30)

The key FOB will be used by:

First Name: _____ Last Name: _____

Is this a "limited access" key FOB: Yes No

If this is a limited access key FOB, what doors should it open? _____

Provide this information for each additional key FOB.

Apollo Property Management
1200 Prince of Wales Drive, Suite D
Ottawa, ON K2C 3Y4
Tel.: (613) 225-7969 FAX: (613) 727-0378





Mail Holding Form

REQUEST FOR MAIL HOLDING SERVICES

Unit No.: _____

Name(s): _____

Dates service required for mail:

Start Date: _____

End Date: _____

We the undersigned release the staff, management and the Corporation from any and all liability that may arise during the course of the collection and holding of mail addressed to us during the above noted period.

Signed: _____

Date (yyyy-mm-dd): _____

The staff are authorized by: _____ Unit # _____

To release all mail to the person noted below during our absence.

Name (pick up person): _____

Signed: _____

Date (yyyy-mm-dd): _____

Mail will not be sorted or forwarded by Staff

Apollo Property Management
1200 Prince of Wales Drive, Suite D
Ottawa, ON K2C 3Y4
Tel.: (613) 225-7969 FAX: (613) 727-0378





September 2017

ALL RESIDENTS OF 111 Echo DRIVE CCC No. 256

Mail Holding Service

Dear Residents;

A number of years ago, the Board of Directors agreed to accept parcels and hold mail for residents of the Corporation. At that time, a release form was forwarded to all residents.

It has been decided that should you wish staff to accept deliveries and/or hold your mail: the attached form will need to be filled out and signed.

Please note that unless staff is in receipt of the signed form, no deliveries will be accepted on your behalf.

Also, be aware that should you request this service the mail will be held in an un-secured area. Should you wish to proceed please fill out the attached form and return it to the superintendent.

Please note that Canada Post offers a hold mail service:

https://www.canadapost.ca/web/en/products/details.page?article=hold_mail

Should you have any questions or concerns, please do not hesitate to contact the undersigned at scott@apollomgt.com.

Yours very truly,
APOLLO PROPERTY MANAGEMENT
As agents only for CCC No. 256

Scott Hill, RCM, PSP
Senior Property Manager

Move in/out and Major Deliveries Form

Notes

- This form must be completed by owners or residents moving in/out of Canal One Eleven.
- Booking must be done at least one (1) week prior to the move in order to reserve the elevator.
- Moves and major deliveries are restricted to weekdays only (Monday to Friday), between 8 a.m. and 5 p.m. No Moves shall take place on Saturdays, Sundays or statutory holidays.
- A deposit of \$2,000 in the form of a cheque payable to CCC256 is required. No cash deposit will be accepted.
- Deposits will be returned once a staff member has completed an inspection of the property and is satisfied that no damage has occurred and that, for move outs, the common elements fobs have been returned.
- See [Move in/out and Major Deliveries Rule](#)

Owner or Tenant

Unit No.: _____ First Name: _____ Last Name: _____

Telephone Home: _____ Work: _____ Cell: _____

Email(s): _____

Description of the Move or Major Delivery

Type of move: Move in: _____ Move out: _____ Delivery: _____ Date: _____ Time: _____

Type of major delivery: Furniture: _____ Building materials: _____

Moving or Delivery Company: _____

Security Guards (required for Move In and Move Out)

Security Company: _____ Contact number: _____

Owner's/Resident's Signature: _____ Date: _____

Security Deposit: Received on: _____ Returned: _____



INSPECTION FORM

Area inspected	Before	After
Loading areas		
Garage doors		
Ground level lobby and doors		
Emergency stairwells		
Elevator doors/frames		
Corridor floors/walls		
Fixtures		
Unit door		
Inspected by:		
Date:		

BOARD APPROVED: June 9, 2020
 EFFECTIVE DATE: August 31, 2020



Owner Information Form

This form must be completed by owners of a unit to provide contact information to the Property Manager.

Unit No. _____ Date: _____

Owner Information

First Name: _____ Last Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Telephone Home: _____ Work: _____ Cell: _____

Email(s): _____

Unit occupied by resident: Yes No

List **all** occupants of the unit: _____

Tenant Information

For non-owner occupied units, please provide tenant information:

First Name: _____ Last Name: _____

Telephone Home: _____ Work: _____ Cell: _____

Email(s): _____

In case of emergency, would you or anyone in your unit require assistance to vacate the building?

Yes No

If yes, please provide details (name of individual and nature of disability): _____

In case of emergency please contact: _____ Tel.: _____

Apollo Property Management
1200 Prince of Wales Drive, Suite D
Ottawa, ON K2C 3Y4
Tel.: (613) 225-7969 FAX: (613) 727-0378



PRE-AUTHORIZED PAYMENT FORM

I/we authorize **Apollo Property Management Ltd.**, on behalf of C.C.C. No. 256 and the financial institution designated to begin deductions as per my/our instructions for monthly regular recurring payments for Common Element Fees and/or one-time payments from time to time, for payment of all charges arising under my/our account with C.C.C. No. 256. Regular monthly payments for the full amount of services delivered will be debited to my/our specified account on or before the 5th day of each month. Apollo Property Management Ltd., on behalf of C.C.C. No. 256 will obtain my/our authorization for any other one-time or sporadic debits. This authority is to remain in effect until Apollo Property Management Ltd. on behalf of C.C.C. No. 256 has received written notification from me/us of its change or termination. This notification must be received at least ten (10) business days before the next debit is scheduled at the address provided below.

Apollo Property Management Ltd., on behalf of C.C.C. No. 256 may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us.

I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement.

Unit No. : _____ First Name: _____ Last Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Telephone Home: _____ Work: _____ Cell: _____

Financial Institution (FI) Name: _____

FI Number: _____ FI Transit No.: _____ Type of Account (Bus./Pers.) _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Authorized Signature(s): _____

Amount: _____ Date to Commence: _____

Please attach a void cheque and return the completed form to the address below:

C.C.C. No. 256 - c/o Apollo Property Management Limited
1200 Prince of Wales Drive, Suite D
Ottawa, Ontario K2C 3Y4
Phone: (613) 225-7969 Fax: (613) 727-0378

Note: Enrolment forms must be received 10 days prior to the beginning of the commencement month in order for the payment to be successfully processed.

For office use: Cancelled effective: Initials:

July 7, 2015

Request for Approval to Renovate and Unit Renovation Rule

Content

Request for Approval to Renovate – General	Page 4
Request for Approval to Renovate – Flooring	Page 6
Request for Approval to Renovate – Ceiling	Page 7
Unit Renovation Rule	Page 8

Important information for owners wanting to renovate their units

If you plan to renovate your unit, you should contact the property manager as soon as possible to advise him/her of an impending renovation. All renovations must be pre-approved by the Board in writing one month prior to commencement of work.

Renovations requiring Board approval include:

- any work in a unit listed in the Declaration article 3.2 (d) “No boundary wall, load-bearing partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, 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; provided, however, that the provision of this subparagraph shall not require any owner to obtain the consent of the corporation for the purpose of painting and decorating, including the surface of any wall, floor or ceiling which is within any unit”
- flooring within the unit or on the balcony (NOTE: A hard surface floor covering on a balcony may not extend past the railing and should be removable to access the cement slab)
- moving or altering walls;
- built-in closets such as California closets;
- cabinetry;
- HVAC replacement, including fan coil replacement;
- air conditioner and furnaces;
- kitchen and bathrooms;
- baseboard heater replacement;
- electrical upgrades;
- gas lines;
- any work on common elements listed in the Declaration article 4.2.2 ; “No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever (the "work") shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any owner has the exclusive use) except by the corporation or with its prior written consent or as permitted by the by-laws or rules. “

An owner or resident planning renovations to their unit must submit a completed *Request for Approval to Renovate* application form together with all required attachments to the property management for approval or rejection by the Corporation's Board of Directors. The request shall include the following:

- plans and specifications for all work to be performed;
- anticipated commencement date;
- a proposed weekly work schedule and anticipated completion date of each major components of the project
- anticipated completion date (no more than **5 months** after the commencement date);
- if applicable, engineering reports confirming sufficient structural load capacity;
- sound attenuation underlay information (minimum STC IIC 68) as required for any flooring or ceiling replacement;
- list of all contractors, sub-contractors, with contact telephone numbers, licenses and certificates of insurance;
- approved building permit application as required by local governing authorities;
- completed *Request for Approval to Renovate* application form provided by the Corporation.
- a compliance deposit (\$2,000) must be included with the request for approval to renovate.

To ensure your request can be reviewed in a timely manner, please ensure all required documents are completed and that you attach all applicable listed documents. An incomplete application will delay your request for review and approval.

The following pages include the application forms for owners' use as well as the renovation rule.

BOARD APPROVED: November 19, 2020
EFFECTIVE DATE: January 1, 2021

Request for Approval to Renovate

CHECKLIST:

- completed and signed Request for Approval to Renovate application form provided by the Corporation;
- plans and specifications for all work to be performed;
- anticipated commencement date;
- proposed weekly work schedule and anticipated completion date of each major components of the project;
- anticipated completion date (no more than 5 months after the commencement date);
- if applicable, engineering reports confirming sufficient structural load capacity;
- sound attenuation underlay (minimum STC IIC 68) confirmation for all type of flooring being installed in tower apartment units;
- list of all contractors, sub-contractors, with contact telephone numbers, licenses and certificates of insurance;
- approved building permit application as required by local governing authorities; and
- a compliance deposit (\$2,000) must be included with the request for approval to renovate.

Request for Approval to Renovate - General

This form must be completed by owners wishing to renovate their unit. The form must also be signed by the contractor and submitted to the Property Manager for review and approval by the Board.

Owner Information

Unit No.: _____ Owners: First Name: _____ Last Name: _____

Telephone Home: _____ Work: _____ Cell: _____

Email(s): _____

Proposed Renovation (maximum 5 months from start date)

Start date: _____ Finish date: _____

Contractor Information

Contractor name: _____

Contractor phone numbers: _____

Should there be a change in contractors at any time during the project, this information must be provided the Property Manager to update the application.

Type of Renovation Being Requested. Please describe in detail, including materials as well as sizes as applicable. Apartment units are required to complete an *Application for New Flooring and Sound Insulation*, if flooring is being removed or installed and provide sound attenuation sample.

Note: Incomplete description including lack of required engineering reports or professional drawings, etc. will result in automatic denial of the *Request for Approval to Renovate*.)

Plans and drawings and timetable must be provided for the application to be considered. Copies of the contractor's current certificate of insurance, license, delivery schedule, engineering reports and building permits as and if required by the City of Ottawa must be submitted **PRIOR** to beginning the work. If plans include moving or modifying walls, an architect's plan and drawing, together with an engineer's report attesting to the load capacity, must be attached.

I/we hereby understand and acknowledge that approval of this request must be granted **before** work on the renovation may begin and that if work is done without the approval of the corporation, the corporation may force the removal of the renovation and subsequent restoration of the property to its original form **at my expense**.

The unit owner and contractor or vendor must agree to abide by the Unit Renovation Rule and understand that the compliance deposit will be applied against the cost of damages that are caused as a result of the renovation, all as determined by the Board.



Canal One Eleven

Ottawa's Premier Condo

Please sign below and initial all pages of the renovation rule

Applicant signature: _____ Date: _____

Contractor signature: _____ Date: _____

FOR OFFICE USE ONLY:

Plans: _____

Sound attenuation samples: _____

Building Permit: _____

Contractor's Certificate of Insurance: _____

Compliance Deposit: Received: _____ Returned: _____

Start Date: _____ End Date: _____ (not to exceed 5 months)

BOARD APPROVED: November 19, 2020

EFFECTIVE DATE: January 1, 2021

Request for Approval to Renovate - Flooring

APARTMENT UNITS ONLY

Application for Approval to Install Flooring and Sound Attenuation Underlay
(complete if applicable)

Unit Owner/s: _____ Unit Number: _____

Telephone Numbers: Home: _____ Work: _____ Cell: _____

E-Mail: _____

Date to be installed: _____

Contractor's/Installer's Name: _____

Contractor's/Installer's Address: _____

Contractor's/Installer's Phone Number: _____

Flooring/Tile Description: _____

Soundproof/Underlay Material (samples required and specification sheet): _____

Sound Transmission Class (STC) rating (minimum 68): _____

Impact Insulation Class (IIC) rating (minimum 68): _____

In renovating their unit, owners must demonstrate to the satisfaction of the Board, that they are using the best sound proofing material, resulting in an STC of at least 68 and an IIC of at least 68.

Location where flooring will be installed with area in m²: _____

The above-named contractor/installer attests to the fact that proper sound-proofing as stated above will be installed.

Contractor's signature: _____ **Date:** _____

Please ensure that you meet or exceed the minimum recommended sound transmission standards of the current Ontario building code. For more information, please consult the following website: [CMHC](#)

Acceptance of Standards for Control of Sound Transmission and Impact Isolation

The undersigned hereby acknowledges receipt of the foregoing notice and agrees to abide by and be bound by the terms thereof.

Owner's/Owners' Signature/s

Unit Number

Date



Request for Approval to Renovate - Ceiling

APARTMENT UNITS ONLY

Application for Approval to Install Ceiling and Sound Attenuation
(complete if applicable)

Unit Owner/s: _____ Unit Number: _____

Telephone Numbers: Home: _____ Work: _____ Cell: _____

E-Mail: _____

Date to be installed: _____

Contractor's/Installer's Name: _____

Contractor's/Installer's Address: _____

Contractor's/Installer's Phone Number: _____

Ceiling Description: _____

Soundproof/Underlay Material (sample required and specification sheet): _____

Sound Transmission Class (STC) rating (minimum 68): _____

Impact Insulation Class (IIC) rating (minimum 68): _____

In renovating their unit, owners must demonstrate to the satisfaction of the Board, that they are using the best sound proofing material, resulting in an STC of at least 68 and an IIC of at least 68.

Location where flooring will be installed with area in m²: _____

The above-named contractor/installer attests to the fact that proper sound-proofing as stated above will be installed.

Contractor's signature: _____ **Date:** _____

Please ensure that you meet or exceed the minimum recommended sound transmission standards of the current Ontario building code. For more information, please consult the following website: [CMHC](#)

Acceptance of Standards for Control of Sound Transmission and Impact Isolation

The undersigned hereby acknowledges receipt of the foregoing notice and agrees to abide by and be bound by the terms thereof.

Owner's/Owners' Signature/s

Unit Number

Date

UNIT RENOVATION RULE

Unit Renovation Rule

It is the responsibility of all of CCC 256 owners or residents to comply with the following renovation rule. Unit owners are encouraged to contact the Property Manager prior to undertaking any work in their unit to ensure compliance with these rules.

For the purposes of this rule the following words have the meanings herein ascribed:

1. Definitions:
 - a. "Repairs" means minor repair work in the Unit (excluding any part of the Common Elements within the Unit) such as the repair or replacement of plumbing fixtures, minor electrical or carpentry work, painting and decorating, the repair or replacement of appliances, carpeting.
 - b. "Renovations" means any work in the Unit other than minor repairs and includes changes to plumbing and electricity that alter current circuits and layout.
 - c. "Unit Owner" means the registered owner of the unit in which the Repairs or Renovations are to be performed.
 - d. "Owners" mean the owners of all of the other units in the Condominium
 - e. "Board of Directors" means the Board of Carleton Condominium Corporation No. 256,
 - f. "Corporation" means Carleton Condominium Corporation No. 256.
 - g. "Property Manager" means the manager of the Corporation as appointed by the Board.
 - h. "Unit" means the part of the condominium land, and/or all or part of the property land, which is available for individual ownership and title transfer, as defined in the Declaration.
 - i. "Common Elements" means those parts of the condominium lands or property that are not designated as units, as defined in the Declaration.
 - j. "Request for Approval to Renovate Form" means the form required to be completed and submitted to the Board for approval of Renovations.
2. All renovations must be pre-approved by the Board in writing one month prior to commencement of work.
3. Access to the unit must be provided to the property manager of Condominium Corporation 256 or its appointed designate throughout all phases of the work in order that proper inspections can be performed to ensure that all of approval conditions are met.
4. A unit owner can only submit for board approval one (1) request for approval to renovate form in a 12-month period.
5. The completed request for approval to renovate form must include detailed plans and a weekly work schedule and, if required for the renovation, engineering reports, underlay sample and installation information and any other information as requested by the Board.
6. No changes, modifications, or alterations to the Common Elements by a Unit Owner are to be undertaken without the prior written approval of the Board. If written approval is given, prior to commencement of the work, the Owner shall enter into an alteration/indemnity agreement with the Corporation in accordance with Section 98 of the Act, and the Corporation shall

- arrange for the registration of said agreement in the parcel register for the unit, at the expense of the Owner.
7. Any work that affects or is likely to affect access to common elements such as shut off valves that may be in your unit must remain accessible through a removable panel.
 8. In order to allow the Board to determine if such renovations affect or interfere with any portion of the Common Elements within the Unit, the Unit Owner must submit to the Corporation detailed plans, engineering reports, thermal scans if concrete slabs or walls should the renovation requested plans to interfere with the structural concrete and any further information the Board may require to consider the request. The Board shall expeditiously review such plans including engineering reports and shall, in writing, advise the Unit Owner if such proposed renovations are approved, and, if not, what portion of the proposed work effects or interferes with the Common Elements.
 9. Any work that affects or is likely to affect the structural elements of the building (concrete walls, columns, beams, concrete floors, etc.) is not allowed. However, the board of directors may exceptionally approve any part of such work if it receives a stamped and signed written opinion from a professional engineer licensed to practice in the province of Ontario in the related engineering discipline, stating that the proposed work will not affect the structure, fabric and integrity of the building. All costs for obtaining such opinion will be borne by the unit owner. The board of directors may seek a second professional opinion from an engineer of its preference, at the Corporation's cost, and proceed with the approval or disapproval of the proposed renovations at its discretion.
 10. Any damages to the interior or exterior common elements are the responsibility of and will be charged to the unit owner.

Tower Apartment Units – Plumbing

11. Any plumbing work in tower apartment units that requires access to the p-traps and pipes within the common element portion of another unit, will be arranged by the property manager who will make arrangements with the subject unit owner to provide access. The corporation, as directed by the Board, will complete the work required and chargeback any work performed in the unit to access and modify the plumbing if required.
12. Coring and chipping channels in the concrete slab is not permitted.

Tower Apartment Units - Flooring/Ceiling

13. If the proposed renovations should include new flooring or new ceiling inside a tower apartment unit, installation of sound deadening material between the new flooring or the new ceiling and the concrete slab will be required. Whatever under-floor padding material is being proposed for the renovations, it is the unit owner's responsibility to provide the management office with a sample and detailed installation instructions and recommendations issued by the manufacturer of such padding material, at the time of submitting this renovation request. Minimum allowed acoustic rating of the underlay material is sixty-eight decibels 68db for both Sound Transmission Class (STC) and Impact Insulation Class (IIC). Minimum rating of a tile floor assembly in respect to the Robinson Floor Test shall be three cycles and

the classification as “Residential”. The owner will obtain from the manufacturer, if requested by the Property Manager, relevant test results. Please contact the management office if in doubt. An inspection to verify the laying of appropriate material must be performed by the Corporation’s staff. Please book this inspection with the management office in advance so your renovations are not jeopardized by possible delays. Failure to install the proper material may result in a requirement to remove newly installed flooring or ceiling material and properly reinstall it at a later date. Renovations must be stopped until such time as flooring or ceiling issues have been addressed.

Workdays and Hours of Work

14. Unless otherwise specified by the Board, Renovations and/or Repairs are only to be carried out between the hours of 07:30 and 18:00hrs. (except in the case of an emergency) Monday to Friday. No work is allowed Saturday, Sunday and statutory holidays). The working hours for the renovation contractors performing any type excessive noise will be between 9:00 and 16:00 hrs. Monday to Friday.

Demolition and Excessive Noise

15. In addition, a unit renovation shall be limited to a maximum of seven (7) days of demolition and three (3) days of excessive noise (i.e., tile removal).
16. During the renovation, the owner must provide the Property Manager a written notice, at least 3 business days in advance, when excessive noise will be made. The date and estimated duration must be specified.

Other Documents Required

17. Prior to the commencement of any renovations the owner must:
 - a. provide the Property Manager with a written notice which will be sent to all owners, posted on the corporation’s website and on the bulletin boards describing the general nature of the work to be undertaken and the completion date;
 - b. provide the Property Manager with proof of liability insurance, WSIB and HST registration (if applicable) for the contractors performing the renovations;
 - c. provide the property manager a signed Section 98, if applicable,
 - d. provide a building permit, if required under the City of Ottawa by-laws for the work to be performed; and
 - e. forward a compliance deposit to the Property Manager in the amount specified in the Request for Approval to Renovate Form.
18. During the renovation period, the owner must:
 - a. During the renovation, the owner must provide the Property Manager a written notice, at least 3 business days in advance, when excessive noise will be made. The date and estimated duration must be specified.

Maximum Period for a Renovation

19. The maximum period of time permitted for a renovation is five (5) months. Under extenuating circumstances, a short extension of up to 3 weeks may be granted by the Board of Directors. This extension must be requested in writing and submitted to the property manager for Board approval. If the renovation is not completed within the Board approved completion date, contractors will not be allowed to the property until the unit owner attends a meeting with the Board. The Board will prevent all contractor access until their approval of the revised application.
20. If the renovation project cannot be completed by the Board approved extended completion date the original compliance deposit will be forfeited. The unit owner may re-apply for Board approval to resume renovations after 12 months from the Board approval date of the initial request for approval to renovate form.
21. In the event of a breach of any term, covenant or condition herein to be observed by an 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.

Debris

22. The Unit Owner is responsible for any debris left in the common element areas caused by the renovations and/or repairs and the Unit Owner must remove any such debris on a continuous basis, vacuuming or professional cleaning if necessary. It is advisable to ensure that any contract for renovations and/or repairs clearly confirms that the contractor is responsible for good housekeeping practices. The Corporation shall hold the Unit Owner responsible for these practices. Should the Unit Owner not comply, the Corporation will charge back the costs for any extra cleaning/removal of debris as required.
23. The temporary storage and off-property disposal of large amounts of debris and/or heavy bulky appliances and fixtures are the Unit Owner's responsibility. Contractor's bins are not permitted to stay on site and must be removed daily. It is not permitted to use the corporation's bin to dispose of any renovation material. Should the Unit Owner not comply, the Corporation will charge back the costs of any extra garbage fees incurred.

Equipment and Supplies

24. All equipment and supplies must generally be brought in or out through the garage. In the case of townhouses, equipment and supplies may also be brought in or out through the back door on Greenfield Avenue. Under no circumstances may the tower main entrance or the front door of townhomes be used for the delivery or removal of equipment and supplies.
25. If a contractor requires an elevator to move supplies, etc., the elevator must be pre-booked through the property manager or its appointed designate. Protective floor coverings must be used and elevator padding must be in place before and during the delivery. Any damage caused to the elevators or any other part of the common elements during a renovation, will be charged to the Unit Owner.



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26. Should the Unit Owner and/or his contractor wish the elevator to be placed "on service" the Unit Owner and/or his contractor must make such arrangements with the Property Manager to accommodate reasonable requests by any other Owners and the public for use of the elevator while it is "on service", protective padding must be placed in the elevators.
27. The handicap lifts are not freight elevators and are not to be used for the loading or movement of materials/goods used in any renovations or repairs.

Contractor/Trades Parking

28. Contractors, trades, and service companies are permitted to park along the east wall near the Echo Drive garage entrance. They cannot block access to the car garage door. All contractors, trades and service companies must register with staff. If contractor parking is not available, staff may authorize parking in the visitor parking area, or other areas. (refer to the motor vehicle rule).

Owner Supervision

29. It is preferable that the Unit Owner be in residence in the Unit during the performance of the renovations or repairs in order to deal with the effect of the conduct of the renovations or repairs upon the Common Elements of the Condominium.
30. If due to the nature of the renovations, the Unit Owner is unable to be in residence in the Unit, then the Unit Owner shall make every reasonable effort to be in Ottawa (or its vicinity) during the performance of the renovations, and shall provide the Property Manager and the Superintendent in writing with contact information in case of an emergency (as determined by the Superintendent) relating to the Common Elements and must in writing, appoint someone (other than the Contractor) who is available in Ottawa, to supervise the performance of the Renovations.
31. The person who is so appointed shall be deemed to have the complete authority of the Unit Owner to deal with all aspects of the Renovations including necessary decisions regarding the performance of the Contractor and effect of his conduct and workmanship upon the Common Elements of the Condominium.

Contractor and Unit Owner Responsibilities

32. The Contractor and the Unit Owner must agree to abide by the above renovation rules and understand the compliance deposit will be forfeited if for any reason the rules stated above are not followed.

BOARD APPROVED: November 19, 2020
EFFECTIVE DATE: January 1, 2021

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Final Note

The facts contained in this booklet have been compiled by the Board of Directors in good faith. Should any information contradict existing federal, provincial or municipal laws, then the applicable federal, provincial or municipal laws take precedence.

Version Control of Manual

Date	Version	Comments
2015.07.15	1.0	Released to owners and residents
2016.11.18	1.1	New version released to owners and placed on the website
2017.08.09	1.2	Forms removed and linked to website. Common element key fob added. Several other edits.
2017.08.25	1.3	Several edits and corrections
2018.03.11	1.4	New forms and new parking rule. Several other edits.
2019.05.21	1.5	Several edits and additions.
2020.09.29	1.6	Several edits and additions of new rules
2021.02.14	1.7	Several edits including new rules/forms and Enterphone instructions