

LANARK NORTH CONDOMINIUM CORPORATION NO. 8

(the “Corporation”)

RULES & REGULATIONS

Effective May 31, 2025

Introduction

The following Rules respecting the use of the common elements, assets and/or the units are made to promote the safety, security and welfare of the Owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements, assets and/or other units. All Owners are obligated to comply with these Rules in accordance with the provisions of the *Condominium Act, 1998* (the “**Act**”). Previous rules of the Corporation are deemed to be amended, as necessary, by these Rules.

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

Any words and phrases which are defined in the Act shall have ascribed to them the meanings set out in the Act. The obligations of “Owners” under these Rules apply equally to all occupants of the units.

General

1. Any losses, costs or damages incurred by the Corporation by reason of a breach of these Rules by any Owner, his or her family, guests, servants, agents, tenants or occupants of his or her unit shall be borne by such Owner (and added to the Owner’s common expenses) and may be recovered by the Corporation against such Owner in the same manner as common expenses. Without limiting the generality of the foregoing, such losses, costs or damages shall include, but shall not necessarily be limited to, the following:
 - (i) All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, the Act, Declaration, By-laws or Rules;
 - (ii) Any failure by the Owner, or by an Occupant or Guest of the Owner’s unit, to pay any service fee or user fee that is due or owing under the terms of any of these Rules.
 - (iii) An administration fee in the amount of \$75.00*, to be payable to the Corporation for any violation that continues after initial notice has been

sent, and further administration fees of \$75.00* per month, for each month during which the violation continues or is repeated.

[*NOTE: This administration fee represents actual costs reasonably estimated to be incurred by the Corporation as a result of a violation of the Act, Declaration, By-laws or Rules; and may be reasonably increased, from time to time, by Board resolution.]

2. Owners are obligated to take all reasonable steps to ensure compliance with these Rules by all members of the Owner's family, as well as all guests, servants, agents, tenants and occupants of the Owner's unit.
3. No restriction, condition, obligation or provision contained in any Rule or Rules of the Corporation shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
4. Each of these Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these Rules shall not impair or affect in any manner the validity, enforceability, or effect of the remaining part of that Rule (if appropriate) or of the Rules, and in such event, the other part of the Rule (if appropriate) or the other Rules shall continue in full force and effect as if such invalid Rule or part of a Rule had never been included herein.
5. If a Rule is inconsistent with the provisions of the Declaration or By-Laws of the Corporation, the provisions of the Declaration and By-Laws shall prevail, and the Rule shall be deemed to be amended accordingly.

Common Elements

The Board of Directors is responsible, in part, for preserving the architectural integrity of our condominium complex as originally established by the architect who designed it. In order to do so, architectural standards have been established to ensure that protective restrictions will not stifle the imagination or creative desires of the residents, but rather help maintain the coherent appearance and value of the resident's property.

[If the Rules allow for certain changes to the common elements, the changes are also subject to the requirements of Section 98 of the Act. That is, they require a registered agreement between the Corporation and the Owner, dealing with the matters noted in Section 98(1); and their approval may also require involvement of all Owners pursuant to Sections 98(2) and 97.]

6. No sign advertisement or political support poster or notice (except for "For Sale" or "For Rent" sign) shall be inscribed, painted, affixed or placed on the condominium property or on a window of any unit. A "For Sale" sign or "For Rent" sign is to be professional in design as opposed to being "home-made".
7. No awnings, shades, security bars, etc. shall be erected over any window (inside or outside).
8. Only magnets can be used to hang wreaths on doors, not metal hangers.
9. No bird feeders are to be placed on common elements, including exclusive use common element areas and cannot be attached to window's exterior.
10. An owner/occupant shall not place, leave or permit to be placed, in or upon the common elements (including those over which he or she has the exclusive use) any debris, refuse, or garbage except on days designated as garbage collection days.
11. The sidewalks, passage ways, walkways, driveways, etc. used in common by the owners/tenants shall not be obstructed by the owners/tenants or used by them for any purpose other than for the ingress and egress to and from their respective units.
12. No television antenna, aerial tower or similar structure will be allowed. Satellite dishes may be installed at the owner's expense only after a "Satellite Waiver" has been completed and approved by the Board. The dish must be installed in a manner and location (uppermost roof only) approved by the Board, and any modifications to the common elements must comply with section 98 of the Act.
13. Generally, no Owner shall make any change to the common elements without the prior written consent of the Board, and subject to the Act and Declaration.
14. No building or structure or tent shall be erected, and no trailer (either with or without living-sleeping or eating accommodation) or boat shall be placed, located, kept or maintained anywhere on the property. Temporary sun shelters, gazebos, etc.) used in the summer months may be erected no earlier than May 1st and taken down by October 31st. These may be enclosed with screening material only, no solid drapes. The size and location of such temporary shelters must be approved by the Board in advance.

15. No part of a unit which has been deemed to be the responsibility of the Corporation shall be painted or otherwise affected by anyone other than the Corporation under direction of the Board.
16. Owners shall not attach anything to the building exterior or to any of the fences on the property and shall not hang or place any article on any fence.
17. No part of the structure of any unit, and or part of the drainage or plumbing system or any unit, and no part of any facility serving more than one unit, or contained in a bearing or party wall shall be altered, removed, replaced, moved or extended, without prior written consent of the Board.
18. No article of any nature whatsoever may be stored on any part of the common elements by Owners, but may be done by the condominium corporation itself if required for maintenance or health and safety purposes. All storage on the common elements will comply with all Fire Code requirements.
19. Any damage to the plumbing, electrical, or heating systems, caused by the wrongful act of any owner/tenant, their families, guests or visitors, servant, shall be repaired at the expense of the unit owner.
20. No excavation shall be made on the lands (common or exclusive use) for the purpose or for the improvement of gardens and ground, and no soil, sand or gravel, etc. shall be removed or added except with the written permission of the Board.

Window sills, balcony railings, all fences and other external parts of any building shall not be encumbered with any garments, rugs or other articles of any kind.
You are reminded that balconies and yards are not to be used as storage areas.
21. No carpets, tiles or other flooring or material are to be used on balcony floors.
22. Free-standing clothes drying racks are permitted only in exclusive use areas (enclosed yards and balconies) and must be stored out of sight when not in use. Clotheslines and clothes racks are not permitted in non-exclusive use common element areas. No clothesline may be attached to or mounted on any building, fence, structure or tree.
23. Installation of storm doors is not permitted.

24. No planting of trees, large shrubs or vines is allowed in the common elements or exclusive use elements without prior approval by the Board as these often become unmanageable over time and/or cause damage to buildings and other structures. Vines must not be allowed to grow on the building structure fences or hedges.
25. Electrical outlets are provided for all resident parking spaces. In order to minimize hydro costs, timers must be used when automobile block heaters are in use. In car heaters are not allowed.
26. Hot water heaters should be marked with date of installation, inspected by owners, and not exceed life expectancy.
27. No hot tubs (permanent or portable) are to be placed on the common elements.
28. No swimming pool greater than 12" H x 4' W x 4' L or 4' diameter x 12" H. These pools are to only be placed temporarily on the common elements. When not in use they should be removed from the common elements.

Permitted Modifications to Common Elements

29. The following modifications are permitted under the Corporation's By-Law No. 7, subject to the requirements of the by-law and subject to the following specifications:
 - a) Specifications for exclusive-use patio area constructed of patio stones: must be neutral colour, and approved by the Board in advance in accordance with By-Law No. 7.
 - b) Specifications for Gates: While the gates are maintained and repaired by the owners, the Corporation will paint the gates when they are painting the fences to ensure consistency in colour. The style of gate is subject to the prior approval of the Board, and must not be locked from the inside for safety reasons.
 - c) Decks in Exclusive-Use Areas;
 - d) Ramps, handrails and other physical aides for persons with disabilities.

Additional Rules

We ask that common sense, community spirit and pride in Mullett Square act as the guidelines towards compliance with these rules and regulations.

- 30.** Owners/tenants, their families, guests, visitors and servants shall not create or permit the creation of, or the continuance of any noise or nuisance, which in the opinion of the Board may or does disturb the comfort or quiet enjoyment of the property by other owners/tenants, their families, guests, visitors, servants and persons having business with them. This is applicable anywhere on the property, including in the units, parking lot and all common elements, including exclusive use areas also. If concerned ask him/her to reduce the noise level. If this is not successful, contact the Carleton Place Police and make a formal complaint. Please notify the Board in writing of your actions. Upon receipt of a complaint, the board will be responsible to investigate. The Town of Carleton Place does have a noise by-law. By-law #20-2017. Please refer to the Town of Carleton Place website carletonplace.ca.
- 31.** No owner/tenant shall do, permit anything to be done in his/her unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building or any property kept therein, or obstruct or interfere with the rights of other owner/tenant or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Carleton Place Fire Department or with any insurance policy carried by the Corporation or any owner/tenant or any conflict with any rules and ordinances of the Board of Health or with any statute or municipal by-law.
- 32.** No auction sale shall be held on the property. Occasionally a communal yard sale may be organized by owners/tenants of the condominium. These events must have prior approval by the Board.
- 33.** No storage of combustible material or offensive goods, provisions or materials shall be kept on the property.
- 34.** No one shall harm, mutilate, destroy, alter or litter or allow pets to litter any of the landscaping work on the property, including but not limited to grass, trees, shrubs, hedges, flowers or flowerbeds.
- 35.** No unit shall be used for any business, commercial or professional purpose.

36. Nothing shall be burned or cooked in the common areas. No firepits are permitted on the common elements, including exclusive use areas. The use of a gas barbecue only in an exclusive use area (enclosed yard) is allowed. No charcoal burning barbecues, smokers or fire pits (fixed or portable) are to be used. In keeping with regulations of the TSSA, the propane tank of your gas barbecue may not be stored indoors at any time or transported through a building. In order to maintain insurance, these rules must be strictly adhered to.
37. The exclusive use areas (balconies and enclosed yards) must be kept tidy at all times and not used as storage areas. If in the opinion of the Board an exclusive use area becomes unsightly, the Board shall insist upon rectification within seven (7) days. Failure to comply may result in the Corporation taking steps to address the issue, at the owner's expense.
38. The paths, entrance and other areas designed for passage shall be used for that purpose only and shall not be obstructed by bicycles, baby carriages, toys or other objects.
39. Garbage collection is each Monday after 7a.m. Residents must place their garbage neatly near the curb prior to 7 a.m. as required by the municipality of Carleton Place. Strong plastic bags (size 66cm x 91cm / 26in x 36in) should be used. A garbage can **must** be used if the garbage is put out the previous evening and must not be put out before 7:00 p.m. Please ensure that all garbage cans and recycle bins are labelled with your unit and building number. Please return your garbage can and recycle bin to your exclusive area the same day. If they remain there longer, they will be picked up by our maintenance man and placed in the enclosed and locked area surrounding the maintenance shed. There are six common areas where the garbage may be placed. A link to the website for Carleton Place Waste Management with regard to stickers for garbage bags. The rules for multi-unit residences differ from those of single-family homes. Stickers are picked up by a member of the board and then distributed to all owners.
40. Vehicle maintenance i.e.: oil changes, engine repairs, bodywork, etc. is not allowed on the Corporation's property.
41. No animal, livestock or fowl other than a pet shall be kept or allowed upon the common elements, including those parts thereof which an owner has exclusive use. On common elements all pets must be on a leash. Should an owner/tenant wish to tie up his/her pet on a leash, this must be done within

their exclusive use area only. No pet deemed by the Board in its absolute discretion to be a nuisance shall be kept by any owner upon the common elements. Such owner shall within two (2) weeks of receipt of a written notice from the Board permanently remove such pet from the property. It is imperative that every owner/tenant be reminded of his/her responsibilities. The "Stoop & Scoop" by-law is enforced by the Town of Carleton Place and is applicable to all common and exclusive areas. Any damage to the lawns, flowerbeds, trees, etc. as a result of digging or littering by any pet will be repaired by the Board and the costs will be the responsibility of the unit owner.

42. Residents may keep their bicycles in their exclusive use area provided they are upright and flush to the wooden fence.
43. No house, tent, truck, boat trailer, camper, van, trailer, commercial machinery or any other vehicle, other than a passenger vehicle (car, pick-up truck, van or motorcycle) shall be parked, placed, located, kept or maintained on any part of the common elements.
44. "Visitor Parking" areas are for visitors only and are not to be used by the condominium owners/tenants. Visitors are not permitted to park in owner/tenant reserved parking spots. Parking is prohibited in fire lanes and other areas designated by "No Parking" signs. Violators may be towed without warning in any of these situations. Please ensure that that your guests park only in designated visitor parking areas. If parking overnight, they must display on their vehicle dash in an obvious location, a special permit that shows the address of the unit they are visiting. The new, larger ones are to be used. Please discard the older, smaller ones. These passes may be obtained from a Board member. These are to be used for short term visitor parking. Long term visitor parking is not permitted. No visitor is permitted to park for more than seven (7) days in a 30-day period without written permission from the Board. Permission will be granted only under exceptional circumstances. Overflow parking for second vehicles and for long term visitors is available in the lot adjacent to our property. This lot is available at the sole discretion of the owner of the lot and can be revoked at any time. The condominium corporation has no control over this area and provides one parking spot per unit. Information with regard to cars owned by any resident are to be provided to the board including make, model and licence number by the owner of the unit. **All** cars for each unit are to be included. When there is a change in car or licence number, the Board is to be notified.

- 45.** A reasonable amount of patio furniture and planters are acceptable in all exclusive use areas. The occasional use of garden chairs is permissible in the common use areas but permanent placement is not allowed. Furniture usually associated with interior of home (i.e., kitchen chairs, table, etc.) is not acceptable at any time as patio or balcony furniture. Patio tables with umbrellas are allowed only in the exclusive use areas. Safe access is necessary for town worker to read water meters, contractors to perform work on buildings and especially for the use of emergency services such as fire, ambulance, etc. No permanent fixtures in the exclusive use areas. All gazebos, dining tents, etc. must be disassembled in the off-season.
- 46.** Master keys were made for the new doors to facilitate immediate access to units in case of emergencies (fire, water leaks, ambulance crew access and misplaced keys). For non-emergency situations owners will be notified in advance and appropriate arrangements will be made. Keys are kept in a secure location and accessible to all board members. If an owner changes their lock, please advise the board of directors. It is the owner's responsibility to have their lock re-keyed to the master key and to pay for the service. A Knox box has been installed in a secure site that contains a master key, accessible only to the Carleton Place Fire Department. They are the only ones with the access code. If a person calls 911, the fire department, police and paramedics automatically respond. In this situation, they have access through the fire department representative if they need access to a unit and cannot get in.
- 47.** Owners/tenants must provide the Board with the licence plate numbers of **all** their vehicles. This is required to identify owners of vehicles in situations requiring their removal from the parking lot. If you are going away on holiday or for an extended period of time (winter or summer), please ensure that someone can move your car if required (i.e. snow removal, line painting, parking lot cleanup).
- 48.** All units must have smoke/carbon monoxide detectors that comply with current provincial law O. Reg. 213/07. Fire Smoke detectors cannot be more than 10 years old. Failure to meet these requirements can result in provincial fines up to \$25,000.00.

- 49.** Prior to the beginning of the fiscal year, September 1st, twelve (12) post-dated cheques (**dated the first day of the month**) for the monthly fees as established by the Board must be provided to the Treasurer.
- 50.** Rental units: In accordance with Section 83 of the Act, all non-resident owners are required to inform the Board in writing that the unit is leased within ten (10) days of renting their unit. The owner must provide the Corporation with the tenant's name, the owner's address, a copy of the lease or renewal or a summary of it, phone number, email including Electronic Notice Agreement. The owner must provide the tenant with a copy of the By-laws, Declaration, Rules & Regulations (all available on the website Incc8.ca). These can be obtained in hard copy from the Board at a nominal cost and are also included with all status certificates provided to new owners. Owners are required under the *Condominium Act, 1998* to take all reasonable steps to ensure that the occupants of their unit complies with *The Condominium Act, 1998*, the Declaration, By-laws and Rules.
- 51.** Owners are not permitted to use private outside taps unless water is being sub-metered.
- 52.** It is the responsibility of each owner to ensure that the Corporation has up to date contact information for the owner on file.

Smoking

53. Definitions:

- a) Smoking: Smoking includes the inhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of Tobacco, Cannabis, shisha, incense or other smoke-producing substance, or any other similar heated or lit product, and includes vaping with electronic devices or any other activities that create smoke or chemical fumes.
- b) Cannabis: Cannabis has the common meaning of that term under Ontario law, and includes any plant belonging to the genus Cannabis as well as any of the preparations (such as marijuana or hashish) derived from a Cannabis plant, or any other substance containing chemicals (such as THC - Tetrahydrocannabinol) that are derived from a Cannabis plant.

- c) Tobacco: Tobacco has the common meaning of that term under Ontario law, and includes any plant belonging to the genus *Nicotiana* as well as any of the preparations derived from a Tobacco plant, or any other substance containing chemicals (such as nicotine) that are derived from a Tobacco plant.

54. No Smoking on Common Elements: Smoking is not permitted in, on or around any part of the common elements, including all exclusive-use common elements.

55. No Smoking in Units

Smoking of tobacco in the units is permitted, subject to the following terms:

- A. Smoking of cannabis in a unit is not permitted, unless the resident can establish a need to smoke cannabis in the unit, as described elsewhere in the Rules.
- B. In order to smoke in a unit, the smoker must first register with the Corporation (for this purpose). To register with the Corporation, the resident must provide the Corporation with the following information:
 - I. The Smoker's Full Name and confirmation of the desire to smoke in unit;
 - II. Confirmation of Age of Majority (where required); and
 - III. The unit Number
- C. Smokers must take reasonable steps to ensure that their smoke does not migrate to the common elements or to other units (which could cause nuisance, disturbance or harm to other residents of the building, or their guests). Without limiting the generality of the foregoing, the smoker must ensure that:
 - a) all windows and exterior doors are closed when smoking takes place inside the unit;
 - b) the unit's exhaust fans are turned on, while anyone is smoking in the unit; AND

- c) appropriate air filtering and/or purifying is installed to prevent second-hand smoke from entering neighbouring units or the common elements. **Within ten (10) days following any request for such from the Corporation, the smoker must provide proof satisfactory to the Corporation that the smoker has installed an air purifier that is reasonably satisfactory to the Board.**
- D. Smokers are responsible for all costs incurred by the corporation to prevent migrations of smoke or odours from their unit to other units or the common elements. **ALSO: The Board may require that a smoker stop smoking in the unit if the Board determines (acting reasonably) that smoke from the unit is a nuisance or disturbance to other residents of the condominium.**
- 56. Cannabis Growing:** No one is permitted to grow Cannabis anywhere on the property (whether on the common elements or in any of the units), except as permitted by these Rules.
- 57.** No one is permitted to grow Cannabis on the common elements, without consent of the Board.
- 58.** A resident (meaning a specific resident who is permitted – not their guests or occupants of their unit) may grow cannabis in the resident's unit, but only subject to the following:
 - a) A resident is permitted to grow Cannabis only if the resident has a medical need, and therefore a physician's prescription, for Cannabis use. If requested by the Corporation, the resident will provide the Corporation with a copy of the prescription as well as such additional written evidence of the resident's medical need as may be reasonably requested by the Corporation.
 - b) The Cannabis growing must only be as necessary to meet the resident's personal needs for Cannabis.
 - c) The resident must give the Corporation prompt written notice that the resident is growing Cannabis in the resident's unit.
 - d) The Cannabis growing must not create any risk of expense, harm or injury to the property or to other residents [whether because of excessive humidity, excessive heat, excessive light, excessive consumption of water

and/or electricity, or for any other cause related to the Cannabis growing]; and the Cannabis growing must also not cause or result in any unreasonable nuisance or disturbance to other residents in the condominium.

- e) The Cannabis growing must otherwise be in compliance with all federal, provincial and municipal laws dealing in any way with the licensing and/or regulation of the growing of Cannabis.
- f) In accordance with the Corporation's rights to access the units (set out in the Act and/or the Declaration), the Corporation may enter the resident's unit, at any reasonable time or times, and in each case on reasonable notice, in order to inspect the growing of the Cannabis.

59. Cannabis Smoking: The resident must in any event comply with the Rules respecting smoking on the property (including smoking in the units). However, the Board may give written permission for a resident (meaning a specific resident who is permitted – not their guests or other occupants of the unit) to smoke Cannabis in the unit, after receiving proof, reasonably satisfactory to the Board, that (for Human Rights reasons) the resident needs to be able to smoke Cannabis in the unit in order to reside in the unit. [For this purpose, the resident may be asked to provide written evidence from a physician or other health care professional, sufficient to explain the medical need, including why it is necessary for the resident to smoke the Cannabis in the unit (rather than somewhere else); and also sufficient to explain why the Cannabis must be smoked (rather than ingesting it or receiving it by some other means).]

60. If permitted to smoke Cannabis in a unit (as noted above), the smoker must take reasonable steps to ensure that the smoke does not migrate to the common elements or to other units (which could cause nuisance, disturbance or harm to other residents of the building, or their guests). Without limiting the generality of the foregoing, the smoker must ensure that:

- All windows and exterior doors are closed when smoking takes place inside the unit;
- The unit's exhaust fans are turned on, while anyone is smoking in the unit; and

- Appropriate air filtering and/or purifying is installed to prevent second hand smoke from entering neighbouring units or the common elements. Within ten (10) days following any request for such from the Corporation, the smoker must provide proof satisfactory to the Corporation that the smoker has installed an air purifier that is reasonably satisfactory to the Board.

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

- 61.** Any permission to grow and/or smoke Cannabis as described above, ceases as soon as the need to do so (as described above) comes to an end.
- 62.** If a resident is not in compliance with any of the provisions of this Rule, or if the Board, acting reasonably, determines that any smoking is a nuisance or a disturbance or a source of harm, the smoker will, upon written request from the Corporation, immediately stop smoking in the unit and/or on the common elements.
- 63.** If the Board, acting reasonably, determines that the growing of Cannabis in a unit is a nuisance or a disturbance or a source of harm, the grower will, upon written request from the Corporation, immediately stop growing Cannabis in the unit and will immediately remove all Cannabis plants from the unit.

Violence and Harassment

- 64.** The condominium property constitutes a “workplace” of the Corporation, as defined under the *Occupational Health and Safety Act*. Workplace violence and harassment (each as defined under the Occupational Health and Safety Act) are prohibited.
- 65.** No one shall treat any other person with violence or harassment. Without limiting the generality of the foregoing, violence and harassment (as defined below) are prohibited against the following persons:
- The members of the Board;
 - All officers, employees or agents of the Corporation;
 - The Corporation's Manager and all representatives of the Manager (if any)
 - Owners and occupants of the units, and their guests, contractors and other invitees (while on the property).

“harassment” means engaging in a course of vexatious comment or conduct against another person that is known or ought reasonably to be known to be unwelcome; and includes sexual harassment.

“violence” means,

- a) The exercise of physical force by a person against another person that causes or could cause physical injury to the other person,
- b) An attempt to exercise physical force against another person that could cause physical injury to the other person, OR
- c) A statement or behaviour that it is reasonable for another person to interpret as a threat to exercise physical force against the other person that could cause physical injury to the other person

66. Violence or harassment also constitutes a breach of Section 117(1) of the Act.