

**SIMCOE STANDARD CONDOMINIUM CORPORATION NO. 354**  
(the “Corporation”)

**RULES AND REGULATIONS (“RULES”)**

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## INTRODUCTION

The following rules (“**Rules**”) made pursuant to the *Condominium Act, 1998*, S.O. 1998, c. 19, and the regulations made thereunder, as amended, shall be observed by all present and future Owners and any other persons occupying the unit, including, without limitation, family members, household members, Residents, tenants, and by all guests, invitees, licensees and employees.

### A. DEFINITIONS AND INTERPRETATION

1. “**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;
2. “**Board of Directors**” or “**Board**” means the board of directors of the Corporation;
3. “**Owner**” means “owner” as defined in the Act;
4. “**Property Manager**” or “**Property Management**” or “**Manager**” or “**Management**” means the individual or company appointed by the Corporation to manage the property and assets of the Corporation, or any agent or employee thereof;
5. “**Resident**” means anyone who is a resident in any residential unit in the Corporation, for any length of time, and includes, but is not limited to, an Owner residing in a unit, temporary guests or anyone who is permitted to reside in a residential unit for any period of time by the Owner or tenant of the unit;

Unless otherwise specified, the terms used herein shall have ascribed the definitions contained in the Act.

These Rules shall be read with all changes in gender and number required by the context. The headings in these Rules form no part of the Rules and have been inserted for convenience of reference only.

### B. GENERAL

1. Use of the common elements and units shall be subject to these Rules and any additional rules which the Board may make from time to time to promote the safety, security and welfare of the Owners, and of the property and assets of the Corporation or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements, units and assets of the Corporation.
2. Each Owner and Resident of the Corporation shall be responsible for the acts and/or omissions of their respective family members, tenants, guests, invitees, licencees, customers, employees and agents.
3. Separate rules govern the use of the shared facilities, including the Kempenfelt Room, the Ellen Room, the games room, pool, spa, hot tub, gym and various shared exterior common elements. Reference should be made to the Rules Governing the Shared Facilities.
4. Any losses, costs or damages incurred by the Corporation (including, without limitation, legal costs) by reason of a breach of the Act, or the Declaration, By-laws and Rules or by reason of any litigation against the Corporation without obtaining a judgment against the

- Corporation, by any Owner and/or Resident, or by the respective family members, tenants, guests, invitees, employees or agents of the Owner and/or Resident or any of the foregoing shall be borne and paid for by such Owner of the unit and shall be deemed to be additional contributions towards the common expenses payable by such Owner and shall be recoverable as such.
5. No one shall do or permit anything to be done in a unit, or bring or keep anything therein which will in any way increase the risk of fire or the insurance premiums on the building, or on property kept therein, and no one shall do or permit anything to be done in a unit or obstruct or interfere with the rights of other Owners and/or Residents, or in any way injure or annoy them, or conflict with the regulations of the applicable municipal fire department, or with any insurance policy carried by the Corporation or conflict with any of the rules and ordinances of the applicable local board of health, or with any municipal by-law or any provincial or federal statute or regulation.
  6. No one shall injure, harass, threaten, annoy, or initiate any defamatory, threatening, hateful or discriminatory statement or action, or participate in any illegal activity or harmful conduct toward any Owner, Resident, Board member, Manager, employee of the Corporation, or contractor retained by the Corporation. Harassment consists of any verbal or written statement, action, or behaviour which is intimidating, threatening, violent or which causes physical or psychological harm, fear, humiliation or embarrassment, objectively determined on a reasonable basis, including any statement, action or behaviour which a person knows or reasonably ought to know would be unwelcomed and offensive, including, without limitation, any verbal abuse, insulting comment, joke, gesture, conduct or touching or which would constitute workplace harassment or sexual harassment as set out in the *Human Rights Act*.
  7. No one on the property shall act in a manner that is unmanageable, rude, disruptive, aggressive, abusive or anti-social in nature.
  8. All Owners and Residents shall comply with the Workplace Violence, Harassment and Discrimination Policy, which may be amended or modified from time to time by the Board.
  9. No one shall use, store, or permit the prolonged storage of garbage or degradable matter, an accumulation of excessive paper or any item in any unit or on the common elements which may, in the sole and absolute discretion of the Board, overload the structure or constitute a fire, health or safety hazard (the "**Hazard**"). If an Owner and/or Resident creates a Hazard and does not rectify and/or remedy the Hazard to a standard that is approved by the Board within a reasonable time, then the Corporation shall be permitted to enter the unit and/or exclusive use common elements appurtenant to the unit upon reasonable notice (or forthwith, in the case of an emergency) and rectify and/or remedy the Hazard. In such event, the Owner shall reimburse the Corporation in full for the costs of rectifying and/or remedying the Hazard including, but not limited to, any clean-up costs and legal costs and same shall be recovered by the Corporation in the same manner as common expenses, or in any other lawful manner.
  10. No one shall interfere with, hinder or impede the Board or the Manager from carrying out the Corporation's duties and obligations under the Act, the Declaration or By-laws of the Corporation, or any agreement to which the Corporation is a party.

11. Owners shall supply to the Manager the names of all residents and tenants residing in the unit.

**C. QUIET ENJOYMENT**

1. No one shall create or permit the creation or continuation of any noise, odour or other nuisance which, in the opinion of the Board or the Manager, does or may disturb, annoy or interfere with the comfort or quiet enjoyment of the units or common elements by other Owners and/or Residents. No one shall obstruct or interfere with the rights of any Owner.
2. No noise (including music from an instrument or other source) or odour which is an annoyance, nuisance or disruption to other Owners or Residents shall be permitted to be transmitted from one unit to another or from one balcony, patio or terrace to another or to the common elements. If the Board determines that any noise or odour is being transmitted to another unit or balcony, terrace or patio or the common elements and that such noise or odour is an annoyance or a nuisance or disruptive, then the Owner and/or Resident of such unit shall at his/her expense take such steps as shall be necessary to abate such noise or odour to the satisfaction of the Board. If the Owner and/or Resident of such unit fails to abate the noise or odour, the Board may take such steps as it deems necessary to abate the noise or odour and the Owner shall be liable to the Corporation for all expenses incurred in abating the noise or odour (including legal fees).
3. No one shall permit smoke, including second-hand smoke, to interfere with Residents in other units or balconies, terraces or patios or in the common elements. If the Board determines, in its sole and exclusive discretion, that smoke is being transmitted to another unit or balcony, terrace or patio or the common elements, the Board may require the Owner of the unit from which the smoke emanates to take whatever steps are required to rectify the problem to the satisfaction of the Board. Without limiting the generality of the foregoing, these steps could include the Owner installing, at his/her own cost, adequate ventilation in his/her unit or the common elements, if necessary, to stop the smoke penetration, in which case, the Owner shall be required to enter into an alteration agreement with the Corporation. If the Owner of such unit fails to abate the smoke, the Board may take such steps as it deems necessary to abate the smoke and the Owner shall be liable to the Corporation for all expenses thereby incurred in abating the smoke.
4. No solicitation, canvassing or delivery of flyers is allowed in the building except for a) for the distribution of election materials by candidates and their authorized representatives for election to the House of Commons, legislative assembly or an office in municipal government or school board and b) for the purpose of gaining support for a requisition meeting of the owners.
5. Any repairs and/or renovations to units or exclusive use common elements, which creates noise by hammering, drilling, etc., are permitted only during the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday (excluding public holidays), except in the event of an emergency, in which case the Owner or Resident must notify Management as soon as practical in the circumstances.

**D. UNITS AND COMMON ELEMENTS**

1. Each unit shall be occupied for such purposes as provided in the Corporation's Declaration and these Rules and in accordance with all municipal by-laws. No commercial use shall

- be permitted in or with respect to any residential unit, including, without limitation, the carrying on of a business or the operation of a business or professional office.
2. Each residential unit shall be occupied and used only as a private single family residence.
  3. No hotel, boarding or lodging house, transient use, time-sharing or dormitory use, and/or no short-term rental under 12 months shall be permitted with respect to any unit.
  4. No immoral, improper, offensive or unlawful use shall be made of any unit, the common elements or any other part of the Corporation's property. All federal and provincial laws and regulations, municipal by-laws and other ordinances, and all rules, regulations and codes of all quasi-governmental authorities having jurisdiction shall be strictly observed and complied with.
  5. The filming of any movie for commercial purposes in any unit or on the common elements is prohibited except when authorized by written consent of the Board.
  6. No one shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her unit or adjacent common elements. Owners and/or Residents shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and shall fully cooperate with the Manager to provide access to each unit for the purpose of inspecting the unit to ascertain the presence of any pests, insects or vermin and conducting a spraying program or any other program to eliminate any incident of pests, insects, vermin or rodents within the building. Residents shall prepare the unit in accordance with instructions provided by Management to facilitate the pest elimination in the unit.
  7. No awnings, screens, enclosures or structures whatsoever shall be erected over the outside of any window of a residential unit, or on any balcony, terrace or patio without the prior written consent of the Board. All shades or other window coverings shall be white or off-white on the outside and all draperies shall be lined in white or off-white to present a uniform appearance to the exterior of the building.
  8. No outside painting shall be done other than by the Corporation to the exterior of the building, railings, doors, windows, balconies or any other part of the property, unless otherwise permitted in the Declaration.
  9. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements whatsoever without the prior written consent of the Board, unless otherwise permitted in the Declaration.
  10. No assets or equipment of the Corporation shall be moved or removed from the common elements by or on behalf of an Owner.
  11. No television antenna, aerial, satellite dish, tower or similar structure and similar appurtenances thereto shall be erected on or fastened to any unit or to any exclusive use common element appurtenant to a unit, or any other part of the common elements except when authorized by written consent of the Board.
  12. No articles, fixtures or doormats shall be placed at individual doorways leading into any unit. No one shall obstruct or permit the obstruction of any entry, passageway, hallway, walkway or stairwell which is part of the common elements and any such entry,

passageway, hallway or stairwell shall be used only as a means of ingress or egress to and from the building and the unit or some other part of the common elements. No one shall place or leave, or permit to be placed or left, anything in the corridors or in the stairwells.

13. No major electrical appliances, except a stove, refrigerator, washing machine, clothes dryer, dishwasher and other common household electrical appliances shall be installed or used in any residential unit without the prior written consent of the Board.
14. No garburators or any in-suite garbage disposal equipment or system shall be installed in any unit.
15. No decorations, door knockers or any other items are permitted to be affixed, placed or hanged on any unit door or door frame without Board approval.
16. No one shall install anything on the interior of the unit doors which may hamper the Corporation in the maintenance or repair of the common elements.
17. No one shall install anything on the walls of a unit that may encroach on the common elements, without the prior approval of the Board.
18. No one shall harm, mutilate, destroy, alter or litter any of the common elements of the Corporation, including, but not limited to, grass, trees, shrubs, hedges, flowers and landscaping on the property, nor plant new plants, shrubs or trees on the common elements, without the prior consent of the Board.
19. The Owner of a unit shall be responsible for any costs incurred to repair damage to the unit or the common elements that may have been caused by the Owner or the Resident of the Owner's unit, or any person, thing or animal for whom or for which the Owner and/or Resident is responsible, howsoever caused.
20. All persons shall wear proper attire (shoes, shirts and bathing suit covers) when using the common hallways, entrances or elevators.
21. Smoking is prohibited in or upon the common elements except in designated outdoor areas, as determined by the Board in its sole and absolute discretion. Without limiting the foregoing, smoking is not permitted in the parking garage. Cigarette butts are not to be discarded anywhere on the common elements, except in areas designated by the Board.
22. No auction sales or events to which the general public is invited shall be allowed in any residential unit or on the common elements.
23. No real Christmas trees shall be permitted within any residential unit.
24. Firecrackers or other fireworks are not permitted in any unit or on the common elements.
25. No building, structure or tent shall be erected, placed, located, kept or maintained on the common elements, and no trailer, either with or without living, sleeping or eating accommodations, shall be placed, located, kept or maintained on the common elements.
26. Children are not permitted to play in the corridors, elevators or parking garage.

27. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door, balcony or patio.
28. No one shall be entitled to post signs or notices anywhere on the property, except as permitted by the Declaration.
29. No one shall congregate in the lobby and/or adjacent common areas. No one shall use the lobby and/or common areas for any purpose which may interfere with the use and enjoyment of the property by Owners and/or Residents, including, but not limited to, canvassing, loitering, lounging or entertaining.
30. No one shall conduct business on the common elements, including the recreational facilities.
31. Anyone wishing to display the Canadian flag within the unit but visible from the outside, or on any exclusive use common elements appurtenant to the unit, may do so only in compliance with the Government of Canada's flag protocol, standards and rules, and with the prior written consent of the Board. Any flag not in compliance with the said protocol, standards and rules may be removed by Management. Except as aforesaid, Owners and Residents are not permitted to fly any flag on the property.
32. No portable or window air-conditioning shall be installed within any unit or common element.
33. Open houses shall not be permitted. Viewing of units shall be by appointment only and prospective purchasers of a unit must be accompanied by a real estate agent at all times.

#### **E. BALCONIES, TERRACES AND PATIOS**

*Also see UNITS and COMMON ELEMENTS*

1. With respect to balconies, terraces and patios, no one shall:
  - (a) hang or dry clothes, linens, towels, etc.;
  - (b) install any satellite dish, antenna or other telecommunications equipment (affixed or otherwise), except when authorized by written consent of the Board;
  - (c) install any lights (including, but not limited to, seasonal decorations);
  - (d) install any hanging or rail mounted planters;
  - (e) store any bicycles, equipment, furniture, goods, materials or other items except for seasonal furniture;
2. Only seasonal furniture is allowed on balconies, terraces and patios. All such items shall be safely secured in order to prevent such items from being blown off the balcony, terrace or patio by high winds.
3. Nothing shall be placed on the outside of window sills or projections or upon any balcony, terrace or patio railing.

4. Balconies, terraces and patios shall not be used for barbecuing, except that barbecues shall be permitted on the townhouse patios only.
5. No mops, brooms, dusters, rugs or bedding shall be shaken from any balcony, terrace or patio.
6. No one shall do or permit anything to be done on a balcony, terrace or patio which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other Residents.
7. No one shall install carpet, tile or other floor covering on any balcony, terrace or patio, unless the Owner has received the prior written consent of the Board.
8. Pets shall not be permitted to urinate or defecate on balconies and terraces.
9. Nothing shall be thrown from the balconies, including, without limitation, cigarette butts and ashes.
10. No shoveling of snow, littering, sweeping or rinsing of the balconies or terraces which would affect other units or the common elements shall be permitted.
11. Anyone using water on their balcony or terrace shall ensure the water does not leak on to any other balcony, patio or terrace or other common element.

**F. SECURITY STAFF**

1. The security staff contracted by the Corporation will be instructed not to allow visitors, workers/trades or delivery personnel entry into the building unless such entry is authorized by the appropriate Owner and/or Resident of a residential unit and such authorization has been communicated to the security staff in the manner and format prescribed from time to time by the Board or Manager.
2. The security staff is instructed to have any cars which are improperly parked on the property (including Owners' and Residents' vehicles) to be tagged and/or towed from the property.
3. The security staff, Property Manager and superintendent are the only persons authorized to operate the security desk. Under no circumstance is anyone else permitted to operate the security desk.
4. The security staff is not permitted to allow entry to an Owner's residential unit. Only Management or the superintendent is allowed to authorize entry to the residential units for emergency situations.
5. The security staff keeps a visitors' register for visitors who have gained advance written permission from an Owner and/or Resident to enter a residential unit in the absence of an Owner and/or Resident. After proper identification has been shown to security staff, the visitor will be allowed entrance to the building and residential unit.
6. The security staff and the Corporation are not responsible for any delivered goods or personal property that is left in the common areas.



7. The security staff desk telephone is to be used only by the staff of the Corporation.
8. The security staff must be notified immediately of any serious malfunctions in the building's common areas or within the residential units so that proper entry and follow-up can be made in the logbook.

**G. SECURITY AND ENTRY KEY FOBS**

1. All suspicious persons in the building or on the property, or incidents of unauthorized entry to the building or other suspicious activity, or any emergency concerning any elevator or any situation otherwise affecting the safety and security of the building and its Residents, must be reported immediately to security and/or on-site personnel.
2. No one shall admit a stranger into the building, either by opening a door, or by pressing the release button of his/her intercom.
3. No one shall change any lock or locks in a unit or the common elements or place any additional lock on any door in or to any residential unit or the common elements, without first obtaining the written approval of the Board and, if such approval is given, a copy of each new key must be delivered to the Property Manager.
4. Prior to leaving a residential unit for any extended period of time, each Owner and/or Resident shall arrange to stop delivery of newspapers and any other deliveries and inform the Manager that the Owner and/or Resident is on vacation or away from the residential unit for an extended period of time by providing the Owner/Resident Absence Information Form. Newspapers and other items delivered to a residential unit and not picked up after a reasonable time may be removed by the Manager.
5. If guests are given permission to occupy a residential unit during an Owner's and/or Resident's absence, the Manager shall be notified in writing of the name of such guests, dates of occupancy and their automobile licence numbers. No guests will be admitted to the property or permitted to occupy any residential unit unless such information is so provided.
6. The Board shall have the authority from time to time to restrict the number of building fobs to Owners and/or Residents and set policies (including fees) regarding replacement of such fobs from time to time. Each Owner and/or Resident shall abide by such policies, as set out by the Board or Manager from time to time.
7. The Corporation has two types of fobs:
  - (a) Type FA – Full Access Fob – allows access to all areas (i.e. parking garage, pool, gym, lobby, Ellen Room and games room);
  - (b) Type PA – Partial Access Fob – allows access to the lobby entrance doors only.
8. Residents shall be permitted to obtain Type FA fobs.
9. Non-residents shall only be permitted to obtain Type PA fobs.

10. Fob quantities shall be subject to the following maximums, except with prior written consent of the Board:
  - (a) Type FA - up to two (2) per adult;
  - (b) Type PA - up to four (4) per unit;
  - (c) Owners who have leased their unit shall be permitted only one (1) Type PA fob.
11. All fobs must be registered with management. Unregistered fobs will be deactivated.
12. Under no circumstances shall fobs for the building or the common elements or amenities be made available to anyone other than an Owner or Resident with the exception of Type PA fobs.
13. Building access doors shall not be left unlocked or wedged open for any reason.
14. Owners and/or Residents shall promptly report to Management in the event that building fobs are lost, misplaced or stolen. The Owner and/or Resident shall thereafter be responsible for purchasing a replacement fob.
15. When a unit is sold or tenants change, the new Owner and/or Resident shall, within one week of such change, bring the fob supplied by the previous Owner and/or Resident to the Property Manager to have the fob registered under the new Owner and/or Resident.
16. The Corporation shall not provide any financial reimbursement for fobs at any time.
17. Fobs may be purchased from the Property Manager at a cost determined by resolution of the Board, from time to time.

#### **H. SAFETY**

1. No storage of any combustible or offensive goods, provisions or materials shall be kept in any unit or any exclusive use area appurtenant to the unit or the common elements.
2. No one shall overload existing electrical circuits in their units. No one shall alter in any way the amperage of the existing circuit breakers in any unit unless otherwise permitted in the Declaration. No one shall make any major plumbing, electrical, mechanical or structural installation or alteration without prior written consent of the Board unless otherwise permitted in the Declaration.
3. No propane tanks, gas washers, gas dryers or outdoor heaters shall be permitted in the units or the common elements, except as may be otherwise permitted by these rules.
4. Water shall not be left running unless in actual use.
5. The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall not be used for purposes other than those for which they are constructed, and no sweepings, garbage, rubbish, rags, oils/cooking oils or other substances shall be thrown therein. The cost of repairing any damage (whether to the Owner's unit, the common elements or any other unit) resulting from misuse or from unusual or unreasonable use shall be borne by

- the Owner of the unit in which the plumbing system was misused or used unusually or unreasonably.
6. Nothing shall be thrown out of windows or doors of the building, or from the balconies or terraces.
  7. Each Owner shall maintain and replace a smoke or similar fire detection device and a carbon monoxide detection device in his/her unit that is deficient.
  8. No one shall disconnect any fire alarm, smoke detector, carbon monoxide detector, announcement speakers or automatic door closers in the building.
  9. Washing machines, dryers and dishwashers shall not be run while no one is in the unit.
  10. Lint traps in dryers must be cleaned regularly.
  11. Residents leaving the unit unoccupied for a period of more than four days (96 hours) shall turn off the water supply to the unit, using the shut-off valves located within the unit.

#### **I. ELEVATORS, MOVING AND DELIVERIES**

1. All Owners and/or Residents shall enter into the Corporation's form of Elevator Reservation Agreement (which is attached as Schedule C) prior to moving furniture, equipment and/or any other items into or out of the building or from floor to floor.
2. Furniture, equipment, renovation materials and any other freight shall be moved into or out of the building and from floor to floor only by the elevator designated for such purpose (the "**service elevator**") by the Board.
3. The service elevator shall be used for the delivery of any goods, equipment, renovation materials or home furnishings where pads to protect the elevators should be installed if required by the Manager or superintendent in his/her sole and absolute discretion. The time and date for moving or delivery shall be fixed in advance by arrangement and reservation with the superintendent. The reservation shall be for a period not exceeding four (4) hours unless authorized by the superintendent or Manager. Elevator reservations are accepted on a "first come, first served" basis. An elevator reservation agreement shall be signed when reserving the service elevator.
4. Except with prior written authorization of the Board or Manager, moving and deliveries shall be permitted only between the hours of 8:30 a.m. and 4:30 p.m., Monday to Saturday inclusive and shall not take place on public holidays. The two (2) time blocks available for booking are from 8:30 a.m. to 12:30 p.m. and 12:30 p.m. to 4:30 p.m.
5. During the term of the reservation and while any exterior doors are in an open condition, the Owner and/or Resident reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
6. Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation. All furniture and boxes shall be taken directly from the service elevator to the unit or from the unit to the service elevator. Nothing shall be placed or left in the hallway.

7. A security/damage deposit in such amounts as determined by the Board from time to time, payable to the Corporation by cheque shall be given to the Manager when making the reservation and signing the Elevator Reservation Agreement.
8. It shall be the responsibility of the Owner and/or Resident reserving the service elevator to notify the Manager or superintendent and to request an inspection of the service elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the Owner and/or Resident reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and adjacent common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the Owner and/or Resident who reserved the service elevator and the Owner of the residential unit in which the Resident resides and may be recovered by the Corporation from the Owner of the unit in the same manner as common expenses. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the Manager as soon as possible following the moving or damage and the parties responsible shall be advised.
9. Owners and/or Residents shall be liable for the full cost of repairs to any damage to the service elevators and any part of the common elements caused by the moving of furniture or equipment into or out of the unit or the delivery of goods, equipment and home furnishings or equipment and/or renovation materials into or out of the unit. The Corporation shall have the right to withhold all or part of the security/damage deposit as it deems necessary for payment of any damages sustained. If the cost of repairs is less than the amount of the security/damage deposit, the balance shall be returned to the Owner and/or Resident who paid the deposit. If the cost of repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of security/damage deposit shall be promptly paid upon receipt of an invoice therefor, failing which, the same may be recovered by the Corporation from the Owner of the unit in the same manner as common expenses.
10. Boxes shall not be left in the moving room. They must be removed with the moving/delivery truck or broken down and disposed of in the recycle bin.
11. Smaller items can be moved in and out of the building without reserving the elevator provided that they can be moved safely and without damaging any common elements or limiting other residents' access to the elevators.

## **J. RENOVATIONS**

1. No one shall carry out any change, addition, alteration or improvement (i.e. renovation) to the unit, unless the Owner has received the prior written consent of the Board, except that painting and decorating of the unit shall not require the consent of the Board.
2. No one shall carry out any change, addition, alteration or improvement (i.e. renovation) to the common elements or any structural change in a unit, including, without limiting the generality of the foregoing, to any boundary wall, load bearing wall, floor, door, window, toilet, bathtub, washbasin, sink, heating, air-conditioning, plumbing, electrical, mechanical, structural or telecommunication installations, except in compliance with the declaration and unless the Owner has received the prior written consent of the Board and entered into an Alteration Agreement, as provided by the Board from time to time.

3. Wood flooring and laminate with underlay must have a minimum STC (Sound Transmission Class) of 55.
4. All leveling products must be cement based.
5. All plumbing and electrical work in a unit must be carried out by a licensed tradesperson.
6. All contractors shall be licensed for their specific trade and have valid WSIB and insurance.
7. No contractor, trade or service personnel shall enter the property to perform any work or service in or about any unit (including exclusive use common elements) that may or will affect the common elements in any way unless such persons are:
  - (a) employed directly by the Corporation; or
  - (b) employed by an Owner in circumstances where the intended performance of work and/or services has first been approved, in writing, by the Corporation and the Owner and the Corporation have entered into an Alteration Agreement.

#### **K. LOCKERS**

1. All stored articles must be placed within individual lockers and no storage is permitted on top of lockers.
2. Lockers shall not be used as workshops or any purpose other than storage.
3. No storage lockers shall be used to store anything that is perishable, a hazardous material, or otherwise unsafe for storage. The term "hazardous material" shall mean any material defined by municipal, provincial or federal legislation as being hazardous, and any flammable or combustible material, including, but not limited to, gasoline, natural gas, propane or butane, or any material deemed by the Corporation, in its sole and absolute discretion, to be hazardous. Anyone storing a perishable or unsafe object, or an object that gives off an objectionable odour, must remove it from the storage locker upon receiving written notice from the Corporation.

#### **L. WASTE MANAGEMENT**

1. The garbage chute located on each floor is for the disposal of household garbage only. Paper and containers should be recycled using the blue box provided. Organic material should be deposited in the green bin provided.
2. The garbage chute shall not be used for any item exceeding twenty-five (25) pounds or any item likely to cause damage or blockage of the chute, such as appliances, lamps, dishes, blinds, boxes, potting soil or construction debris.
3. Loose garbage shall not be deposited in the any disposal room or in the recycling room. All garbage must be properly bound, packaged or bagged to reduce or eliminate mess, odours, and general untidiness. All garbage is then to be placed in the chute and must be pushed down the chute.

4. All newspapers, magazines, bottles and containers must be brought to the recycling room and placed in the appropriate bins. All cardboard boxes shall be flattened and placed in the proper bins.
5. No garbage is to be left on the floor of the garbage rooms or in areas not designated for waste disposal by the Board.
6. Appliances, furniture, rugs or carpeting and all renovation or construction debris and materials shall not be placed down the garbage chute and/or in the designated large object area, if applicable. All Owners must reserve the elevator and remove these items from the property at their own expense. Renovation and construction debris must be hauled away from the property on a daily basis by the Owner or the Owner's contractor.
7. No paint, chemicals, burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown down the garbage chute.
8. No garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 7:00 a.m.
9. No grease, peelings, coffee grounds, tea leaves or food scraps of any kind shall be placed down the kitchen sink. Hot soapy water shall be poured down the kitchen drains from time to time.
10. Kitchen sink strainers shall be used in the sinks.

#### **M. TENANCIES**

1. All tenancies for units shall be in writing.
2. Where an Owner leases the unit in accordance with the provision of the Act, the Owner shall within 30 (thirty) days of entering into a lease (which term includes offer to lease) or a renewal thereof:
  - (a) notify the Corporation that the unit is leased;
  - (b) provide the Corporation with the Tenant's name, the Owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by the Regulations to the Act;
  - (c) provide the Tenant with a copy of the Declaration, by-laws and Rules of the Corporation.
3. If the lease of a unit is terminated and not renewed, the Owner of the unit shall notify the Corporation in writing within one (1) week.
4. In addition, no owner shall lease a unit unless the following agreement is signed by the Tenant and delivered to the Corporation:
  - (a) "I acknowledge and agree that I, and my employees, agents, tenants, family, invitees and licensees from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration, by-

laws of the Condominium, all Rules of the Condominium and any agreement(s) authorized by the by-laws of the Condominium including the Reciprocal Agreement, during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of the Common Expenses unless otherwise provided by the Condominium Act”.

5. In the event that the Owner of a unit fails to provide the foregoing documentation prior to the commencement date of the tenancy, and fails to comply with Section 83 of the Act, any person or persons intending to reside in or occupy the Owner’s unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the Owner comply with the Rules and the Act.
6. A lease or tenancy or right to occupy shall be for an initial term of not less than twelve (12) months.
7. No hotel, boarding or lodging house, transient use, time-sharing or dormitory use, and/or no short-term rental under 12 months shall be permitted with respect to any unit.
8. No Owner of a unit shall allow a tenant to sublet the unit to another tenant.
9. During the period of occupancy of a residential unit by a tenant, the Owner shall have no right of use of any part of the common elements.
10. The Owner shall supply to Management, the Owner’s current address and telephone number during the period of occupancy by a tenant.
11. All Owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and all costs of enforcing the Declaration, By-laws, Rules and the Act against their tenants, and any costs incurred to defend unsuccessful litigation commenced by a tenant against the Corporation, and will be assessed and charged therefor in the same manner as common expenses.
12. Where lease arrangements or rights to occupy are with a corporation, partnership or other business entity, as tenant or occupant, the Residents are to be considered along with the corporate tenant for purposes of these Rules, and a change in the Residents residing in the unit shall be treated as a tenant or occupant taking possession of the unit pursuant to a new lease or right to occupy that must be in compliance with these Rules.

#### **N. PETS/ANIMALS**

1. No animal, which is deemed by the Board, in its sole, absolute and unfettered discretion, to be a nuisance or a danger to the Owners and Residents shall be kept in any unit or permitted on the common elements. Any animal which is deemed by the Board to be a nuisance or a danger shall, within two weeks of receipt of written notice from the Board or the Property Manager, be permanently removed from the property.
2. No more than two (2) general household domestic pets (each such pet not to exceed 25 pounds in weight), being cats, dogs, canaries, budgies, or other small caged birds, an aquarium of goldfish or tropical fish, shall be kept or allowed in any unit.

3. Unless within the confines of a residential unit, all dogs and cats shall be carried or otherwise contained, or held in hand by means of a short lead, leash or chain of no more than six (6) feet in length and such leash must be held or restrained by a competent person who can reasonably control the pet (pursuant to City of Barrie By-law 2010-035 section 5.4.0.0.0). This provision shall be applicable to the whole of the common elements whether interior or exterior.
4. No animals shall be permitted within any part of the Podium or outside terrace.
5. No breeding of animals is permitted within any unit or the common elements. No pet sitting or pet boarding is permitted in any unit and no pets are to be kept in any parking unit.
6. No exotic animals, including, but not limited to, snakes, rodents, reptiles, monkeys or other exotic pets, as determined by the Board in its sole discretion, shall be permitted within any unit.
7. Every dog and cat must wear a collar with an identification of its owner when allowed on common elements.
8. No pet will be permitted to run loose upon the common elements.
9. Any defecation on the common elements by a pet and urine in the interior common elements must be cleaned up immediately by the pet owner. Should a pet owner fail to clean up after his pet, the Board may declare such pet a nuisance animal.
10. Pets are not permitted to urinate or defecate on balconies, terraces or interior common elements. Pets shall not be left unattended on any balcony, patio or terrace.
11. No pet shall be permitted to damage the common elements or cause any damage to the common elements or mutilate or destroy any of the landscaping, including grass, trees, shrubs, hedges or flowers. Any costs to remedy any damage to the common elements caused by a pet, including any damage caused by cleaning, chemicals or other such materials used in the attempt to remedy damage caused by a pet, will be the responsibility of the Owner in whose unit the pet resides or where the pet is visiting, and such costs shall be collectable in the same manner as common expenses.
12. No one shall permit any animal to bark, howl or cause a noise or disturbance which disturbs the comfort or quiet enjoyment of the property by other Residents.
13. All complaints regarding pets/animals must be submitted to the Property Manager in writing and be signed. It should include details of the nature of the complaint and sufficient information to identify the violator of these Rules, if possible.
14. Each pet owner is responsible for the actions and behavior of his or her pet. The Corporation is not responsible for any damage or injury caused by any pet or any claim related thereto.
15. No feeding of wild birds or wild or feral animals is permitted anywhere on the property.



**O. PARKING**

1. For the purpose of these Rules, "motor vehicle" shall include the following: private passenger automobile, station wagon, minivan, SUV, truck, motorcycle, scooter, and mobility scooter, all not exceeding 1.9 meters in height.
2. No vehicle(s), equipment or machinery other than a motor vehicle shall be parked in any parking unit.
3. No parking unit shall be used for storage purposes (except for authorized storage of a bicycle on an authorized bicycle rack).
4. Parking is prohibited in the following areas:
  - (a) Fire zones;
  - (b) Traffic lanes;
  - (c) Delivery and garbage areas; and
  - (d) Roadways.
5. Parked motor vehicles must not encroach on driveways or adjacent parking units.
6. No servicing, washing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind in any parking unit or upon the common elements without the express written consent of the Manager or the Board.
7. No motor vehicle shall be driven on any part of the common elements other than on the road portion, and vehicles shall not be driven in excess of ten (10) km per hour.
8. No one shall park in a parking unit belonging to another Owner without that Owner's consent.
9. No unlicensed motor vehicle including mopeds and go-carts shall be driven within the Property and no person shall operate a motorized vehicle within the Property without a proper operating licence.
10. All motor vehicles operated and owned by Owners must be registered with the Manager and must display a resident parking pass. Each Owner shall provide to the Manager the license numbers of all motor vehicles driven by residents of that Unit, as well as immediately provide any changes to the above registration.
11. Guests and visitors shall park only in areas designated as guest or visitors parking unless an indoor parking pass is displayed.
12. A guest parking pass is required with respect to any motor vehicle parked on any area of the common elements designated as a "Guest/Visitors Parking Area" between the hours of 2:00 a.m. and 7:00 a.m. The pass must be registered by the Owner or Resident using the self-registration form located at the security desk in the podium. A permit shall not be issued for a period in excess of three (3) days and consecutive permits shall not be issued

without prior authorization of the Manager. The permit must be visibly displayed on the front dashboard.

13. No one (other than the Corporation) shall install, or cause or permit to be installed a garage door, or enclosure of any kind on a parking unit, nor shall anyone enclose, or cause or permit to be enclosed, any parking unit in any manner whatsoever.
14. Drivers shall turn on the headlights when entering or driving within the parking garage.
15. In the event of the mechanical breakdown of a motor vehicle, the owner of such vehicle shall push the vehicle out of any right-of-way and notify the Manager of the breakdown and remove the motor vehicle as soon as a tow truck can be obtained.
16. No one shall plug in or cause to be plugged into any electrical outlet, any electrical scooter, electrical vehicle or any in-car or block heater without the consent of the Board.
17. No Owner shall sell or lease his/her parking unit except in compliance with the Act, the Declaration and the Rules.
18. No one shall place, leave, park or permit to be placed, left or parked in or upon the common elements or a parking unit any motor vehicle that does not have current licence plates or any motor vehicle which, in the opinion of the Board or the Manager, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or its potential damage to the property.
19. Any motor vehicle and/or any other vehicle, equipment or machinery which is improperly parked and/or in breach of these Rules shall be tagged and/or towed from the property at the sole cost and expense of the owner of the vehicle, and the Corporation, its directors, officers, employees, agents and/or Management shall not be liable for any damages, costs or expenses caused to the Owner or Resident or his/her motor vehicle.
20. Owners and Residents are not permitted to park in any visitor parking spaces.
21. All parking units shall be subject to a right of access, over, along and upon the parking units at all times when necessary in favour of the Corporation, its servants, agents, and employees for the purposes of ingress and egress from mechanical, electrical and service areas and equipment and for garage sweeping and repairs.
22. The Owner of each parking unit shall maintain his/her parking unit in a clean and tidy condition, including the prompt elimination of oil and grease spills. Any leakage from a vehicle must be cleaned up immediately or reported to the Superintendent.

**P. BICYCLE STORAGE**

1. Residents must register their bicycles with Management by filling out a rental form to store bicycles in the bike cage or rack. Registration is on a first come/first served basis, and must be renewed annually with Management.
2. Bicycles which are not of standard size (i.e. 3 wheeled or larger bicycles) may not be stored in the bike cage.

3. Bicycles shall be stored only in those areas of the common elements designated for bicycle storage by the Board, or in a storage locker.
4. Under no circumstances are bicycles permitted to be taken through the main lobby.
5. Residents are required to provide their own bicycle locks. The Corporation, its manager or its agents will not be responsible for loss or damage to bicycles or attachments.
6. No servicing or repairs shall be made to any bicycle on the common elements.
7. Bicycles must not be stored or parked on any part of the common elements not designated for bicycle storage including, but not limited to, visitor parking spaces and exclusive use common elements (i.e. balconies, terraces or patios).
8. Any bicycles chained to posts, fences or rails located on the common elements, or unauthorized bicycles using the designated bicycle storage area, will be forcibly removed and impounded at the Owner's and/or Resident's expense. No bicycles shall be secured to the cage perimeter.
9. Unclaimed or abandoned bicycles will be disposed of following a three (3) month holding period.
10. Individual bicycle racks may be installed, at the Owner's expense, within an Owner's parking unit, provided space availability per manufacturer's specifications and upon receipt of prior written consent of the Board. All damages that may occur to the bicycle, surrounding vehicles and parking unit are the Owner's responsibility. The Corporation assumes no responsibility for loss, damage or expense.

**Q. GUEST SUITE**

1. The guest suite may be booked through the Management office or superintendent for overnight guests of Owners and are available on a first-come, first-served basis. Non-resident owners are entitled to book the guest suite for their tenants only. Bookings cannot be made unless the Resident has submitted the guest suite rental fee and the security deposit payment (see below) and the standard request form (which is subject to change without notice, by resolution of the Board from time to time).
2. A refundable security deposit payable by cheque to the Corporation in the amount of one hundred dollars (\$100.00) (amounts subject to change without notice, by resolution of the Board from time to time) must be deposited with Property Management with the standard request form. This deposit will be refunded provided that no damage or loss has been caused to the common elements of the Corporation and the Guest Suite is left in a clean and orderly manner. If damage does occur or the Guest Suite is not left in a clean and orderly manner, an assessment of the costs involved will take place and the applicable funds will be deducted from the damage deposit. The Owner and Resident will be responsible for any damages exceeding the deposit.
3. The security deposit is refundable if the Resident does not wish to use the Guest Suite. 50% of the guest suite rental fee is refundable, when cancelled at least seven (7) days in advance of the reserved date, except for bookings on all statutory holiday periods and Barrie festival weekends when there will be no refund of the total guest suite rental fee. If

- a Resident does not cancel his/her reservation at least seven (7) days in advance of the reserved date, then the Resident shall forfeit his/her guest suite rental fee.
4. A maximum of two (2) persons may stay in a guest suite. Only those guests named in the Guest Suite registration form shall be permitted to use the guest suite.
  5. The maximum stay for a guest is seven (7) consecutive nights, unless otherwise approved by the Manager or the Board. Bookings may be made no more than six (6) months in advance.
  6. There is a replacement charge, as determined by the Board from time to time, for a lost key and key chain, as well as for the changing of the suite door lock.
  7. The guest suites shall not be occupied prior to 3:00 p.m. on the reserved day and shall be vacated on the scheduled final day of use by no later than 11:00 a.m., unless otherwise approved by the Board.
  8. The Resident reserving the guest suite shall ensure that his/her guest(s) are familiar with the rules of the Corporation and such Resident (together with the Owner of the unit in which the Resident resides) shall be responsible for the conduct of the guests using the guest suite. Rules are typically located in a bound form in the Guest Suite. If the guest is unable to locate the rules, the Owner shall provide a copy of the rules to such guest.
  9. At the commencement of their guests' stay, Residents should immediately notify Management of any damage or missing items in the guest suite, failing which the guest suite shall be deemed to be without damage. The Property Manager shall inspect the guest suite at the end of each guests' stay to determine whether any damage has been caused thereto or any items are missing.
  10. The Owner of the unit in which the Resident resides shall be responsible for any and all costs, damages, losses and/or liabilities caused by the Resident's guests or in any way related to the guests' use of the guest suite and the costs for same shall be added to the common expenses payable for the Owner's unit.
  11. In the event that an occupant of a guest suite fails or refuses to vacate the guest suite on the scheduled final day or if damage has been caused to the guest suite rendering the guest suite unusable for the next guest, all costs and expenses associated with repairing the guest suite and relocating any other guests to alternative accommodations shall be payable by the Owner of the unit in which the Resident who booked the guest suite resides and shall be added to the common expenses payable for the Owner's unit.
  12. Users of the guest suite must provide suitable sleeping facilities for infants.
  13. No pets or smoking shall be permitted in the Guest Suite.
  14. Up to two (2) guest parking passes shall be available for the period of the Guest Suite booking.

**R. INSURANCE**

1. In accordance with Section 7.04 of the Declaration, the following insurance must be obtained and maintained by each Owner at such Owner's own risk:
  - (a) Insurance on the Owner's Unit and all betterments and improvements thereto and on all furnishings and personal property of the Owner. Every such policy of insurance shall contain a waiver of subrogation against the Corporation, its manager, agents, employees and servants and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or willful misconduct or contributed by any of the aforementioned parties.
  - (b) Public liability insurance covering and liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
  - (c) Insurance covering the deductible on the Corporation's main policy for which an Owner may be responsible.

**S. BARBECUES**

1. Where a barbecue is permitted on a townhouse patio in accordance with these rules, all relevant legislation, must be complied with, including the Propane and Storage Handling Code, CSA B149.2-00. The following conditions apply:
  - (a) Propane cylinders (tanks) may not be stored indoors.
  - (b) No more than one (1) propane cylinder may be kept on the townhouse patio.
  - (c) Propane cylinders must be kept with proper clearance of combustible materials (see barbecue manufacturer's certified instructions and the rating plate on the barbecue) and the propane cylinder relief valve must be at least three (3) feet horizontally from any building opening (such as door or window) AND be at least ten (10) feet from any building air intake or source of ignition, in accordance with the Propane and Storage Handling Code.
  - (d) All propane barbecues must be used in accordance with the manufacturer's certified instructions and the rating plate on the barbecue.
  - (e) All barbecues must be in good working order.
  - (f) The propane cylinder relief valve must be closed when the barbecue is not being used.
  - (g) The owner of the barbecue must inform their insurance company and ensure the barbecue is covered under their policy.