

SUNNIDALE VISTAS

SSCC No. 356

RULES & REGULATIONS

Effective as of August 4, 2011

**SUNNIDALE VISTAS
SSCC No. 356**

RULES & REGULATIONS

	<u>Page</u>
General-----	2
Animals and Pets-----	2
Quiet Enjoyment-----	3
Security-----	4
Safety-----	5
Common Elements-----	5
Residential Units-----	7
Garbage and Recycling Disposal-----	8
Tenancy Occupation-----	9
Elevator and Moving-----	9
Parking-----	10
Insurance-----	12
Complaints-----	12

SUNNIDALE VISTAS

SSCC No. 356

39, 41, 43 COULTER ST, BARRIE, ON

RULES AND REGULATIONS JUNE 2011

Rules respecting the use of the Common Elements and Units of Simcoe Standard Condominium Corporation No. SSCC 356 shall be binding upon and observed by each owner, and, for the purpose of these rules, the term "owner" of any unit in the Condominium and any other person(s) occupying the unit with the owner's approval, including, without limitation, members of the owner's family, his tenants, and their respective guests, invitees, visitors and/or licensees.

Any and all losses, costs and damages, including legal fees incurred by the Condominium Corporation (the "Corporation") by reason of a breach of any provision in the declaration, by-laws or rules of the Corporation in force from time to time by any owner or by the residents, tenants, invitees or licensees of the owner's unit shall be borne and/or paid for by the registered owner of applicable unit (the "registered owner") and may be recovered by the Corporation against such registered owner in the same manner and upon the same terms as common expense arrears.

GENERAL

Use of the common elements and units shall be subject to the rules, which the board may make to promote the safety, security or 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 and units.

Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all owners.

ANIMALS AND PETS

1. No owner or occupant of any unit shall maintain, keep or shelter any animal, livestock or fowl therein other than household pet as herein defined. For the purpose of this restriction upon the use and occupation of units, the term 'household pet' shall mean:
 - i) not more than one (1) dog with a weight not to exceed 25 pounds; or
 - ii) not more than two (2) cats; or
 - iii) not more than one (1) dog with a weight not to exceed 25 pounds and one (1) cat; or
 - iv) not more than two (2) caged canaries, budgies or similar small birds, or aquarium fish;

unless any such household pet becomes a nuisance and causes unreasonable interference with the use and enjoyment of owners or occupants of the units and the common elements, in which even the Corporation may require the pet owner to permanently remove such pet from the property upon two (2) weeks written notice.

2. As per the City of Barrie By-Law, no animal is allowed to run at large. Unless within the confines of a residential unit, all dogs and cats shall be kept or held in hand by means of a short lead, leash or chain and this provision shall be applicable to the whole of the common elements whether interior or exterior.
3. Each pet owner must ensure that his pet does not defecate/urinate upon the Common Elements, including balconies over which the owner has exclusive use, and if an accident does occur, any such defecation must be cleaned up immediately by the pet owner so that the Common Elements are neat and clean at all times. Should a pet owner fail to clean up after his pet, the pet shall be deemed to be a nuisance and the owner of said pet shall, within two (2) weeks of receipt of a written notice from the Board or the Property Manager (the "Manager") requesting removal of such pet, permanently remove same from the property.
4. No pets shall be left unattended on a balcony or patio.
5. No pet shall be permitted to make excessive noise including persistent barking, calling or whining. For the purpose of this provision, 'excessive noise' shall mean noise which is annoying or disturbing to any owner or occupant, but nothing herein shall restrict the discretion of the Board or Management.
6. Unit owners are responsible for seeing that pets do not create a nuisance for any other residents of the building. Such owners shall, within two weeks (2) of receipt of a written notice from the Board or the Manager requesting the removal of such pet, permanently remove same from the property.
7. No attack dogs shall be allowed on the property. No breeding of pets for sale shall be carried on, in or around any units.
8. Any guest or the owner or occupant must follow the same rules as outlined above. The Board or the Property Manager, in his / her discretion, may deem the visiting pet to be a nuisance and have such pet permanently removed from the property.

QUIET ENJOYMENT

1. Owners shall not create or permit the creation or continuation of any noise, vibration, odor or other nuisance, which, in the sole opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners. Upon receiving a written notice from the Board or the Manager indicating that any such noise, vibration, odor or other nuisance is an annoyance or a nuisance or disruptive, then the owner of such unit shall at his expense take such steps as shall be necessary to abate same, the Board shall take such steps as it deems necessary and

the owner shall be liable to the Corporation of all expenses hereby incurred in stopping same, including its reasonable solicitor fees.

2. As per the City of Barrie by-law, no permit shall emit or cause or permit the emission of sound likely to disturb another in a residential area between 9:00 pm of one day and 7:00 am of the following day where the noise is clearly audible at the point of reception.
3. No smoking is permitted on the common elements. You may smoke on your exclusive use common elements, unless it becomes bothersome to neighbours and interferes with their quiet enjoyment.
4. No auction sales, garage sales or public events shall be allowed in the residential units or upon common elements unless the Board's prior written consent is obtained.
5. Firecrackers or other fireworks are not permitted in any units or upon the common elements.
6. All repairs to the units or common elements shall be made during reasonable hours except in the case of an emergency, as determined by the Board or the Manager in their absolute discretion.
7. Each unit owner or occupant is responsible to ensure that area rugs are used on non-carpet surfaces to minimize noise due to the wood construction of the building.
8. When replacing flooring in the unit, each unit owner or occupant is responsible for seeing that adequate carpeting and / or approved under-padding is installed in the unit so as to minimize noise transfer.

SECURITY

1. Each registered owner shall supply to the Board or the Management Company the names of all occupants and tenants of their unit.
2. No one shall change any lock or locks in a residential 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 / or the Property Manager. If such approval is given, any lock changes must be keyed to the Corporation's Master Key System.
3. Unit owners shall inform the Property Manager that the unit owner or occupant is on vacation or away from the unit for an extended period of time. Each resident shall arrange to stop the delivery of newspapers and any other deliveries prior to leaving.
4. Owners shall immediately report any suspicious person(s) seen on the property to the Manager or its staff.

SAFETY

1. No immoral, improper, offensive or unlawful use shall be made of any residential unit or of the condominium property. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies having jurisdiction shall be strictly observed.
2. No storage of any combustible or offensive goods, provisions or materials shall be kept in any of the units or upon the common elements without the written consent of the Board.
3. No propane or natural gas tanks shall be kept in any of the units or in any of the storage locker rooms, or upon common elements aside from the patios or balconies.
4. When carrying a propane or natural gas tank, unit owner or occupant is to take the stairs; no gas tanks are permitted in the elevators.
5. All barbeques shall be clear of the exterior patio and balcony railings or walls. Any such damage made from the heat of the barbeque will be the responsibility of the unit owner or occupant.
6. Owners shall not overload existing electrical circuit and plumbing facilities in their units nor alter the amperage in any circuit breakers within their units.
7. Water shall not be left running unless in actual use.
8. Nothing shall be done or permitted to be done in a unit or brought or kept therein which will in any way increase the risk of fire or the rate of fire insurance premiums on the building and/or the property, 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 the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the corporation or any owner or conflict with any rules and ordinances of the Board of Health or with any municipal by-law or any provincial or federal statute or regulation.
9. Clothes washers, dryers, dishwashers and appliances shall not be operated unless a person is present in the unit.
10. Nothing shall be placed on the outside of window sills or projections, nor upon any balcony or patio railings, walls and ceilings without the prior written consent of the Board.

COMMON ELEMENTS

1. No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property, including grass, trees, shrubs, nor plant new shrubs,

hedges or trees anywhere upon the common elements without the prior written approval of the Board, provided however that the foregoing shall not be construed as preventing any owner from planting and trimming his own small flowers and plants in any planter box(es) situated in any patio or balcony area, the exclusive use of which has been designed or allocated to his unit.

2. No outside planting shall be done to the exterior of the units, railings or any part of the common elements without the prior written approval of the Board.
3. No owner shall install or affix paint, varnish or apply any other covering, coating or finish to the exterior patio or balcony railings, walls or ceilings without having same first approved by the Board so that the exterior patio and balcony railings, walls and ceiling of all residential units are uniform in colour, design and finish.
4. No cardboard, foil paper, flags, bedding, etc. can be used as window coverings. No awning or shades shall be erected over, on or outside of the windows or balconies or patios without the prior written consent of the Board.
5. Furniture or window coverings visible to the outside must be placed and hung in such a way as to be pleasing to the outside to conserve the aesthetic value of the building. **All window coverings visible to the outside must be either white or beige in colour.**
6. 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, save and except for those supplied, installed, maintained and repaired by the registered owners or their tenants in substantial conformity with the requirements of applicable government authorities.
7. Holiday decorations must be taken down no later than four (4) weeks after the holiday.
8. No equipment shall be removed from the common elements by, or on behalf of, any owner of a unit.
9. No antenna, aerial, tower, satellite dish or similar structure shall be erected on or fastened to any unit or any portion of the common elements.
10. The sidewalks, passageways, walkways, driveways, stairwells and corridors, which are part of the common elements, shall not be obstructed by any of the owners or used by them for any purpose other than for ingress to and egress from the unit or some other part of the common elements.
11. Any physical damage to the common elements caused by an owner or their tenants shall be repaired by arrangement and under the direction of the Board at the cost and expense of the owner.
12. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any windows or doors, nor from any portion of the common elements, including those parts of the common elements over which the owner or tenant has exclusive use.

13. Nothing shall be thrown out of the windows or the doors or off the balconies or patios of the building.
14. Nothing shall be swept off the balconies.
15. No hanging or drying of clothes is allowed upon any portion of the common elements (including the exclusive use patio or balcony), and the exclusive use portions of the common elements shall not be used for storage purposes (**including bicycles or other wheeled vehicles**).
16. Only potted flowers or potted plants (**but not hanging plants or flowers**) and seasonal furniture shall be allowed on balconies and patios.
17. No building or structure or tent shall be erected, placed, located, kept or maintained upon the common elements and no trailer, either with or without living, sleeping or eating accommodations, shall be placed, located, kept or maintained upon the common elements.
18. No birdfeeders are allowed on the common elements or exclusive use common elements to eliminate any incident of pests, insects, vermin or rodents in or around the building.
19. Bicycles and similar vehicles shall be stored within a unit or storage locker unless a specified area is designated by the Board for such a purpose.
20. No skateboards, rollerblades, bicycles, scooters, etc. shall be used on the common elements at any time.
21. No hockey or ball playing in the driveway or parking areas at any time.
22. Smoking and consuming alcoholic beverages are not permitted anywhere near the playground area in accordance with any local board of health, or with any municipal by-law or any provincial or federal statute or regulation.
23. There shall be no canvassing / soliciting in the Condominium by any person without the prior written consent of the Board.

RESIDENTIAL UNITS

1. The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for the purposes for which they were constructed, and no sweepings, garbage, rubbish, rags, ashes, sanitary napkins or other substance shall be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use of any part of the plumbing system shall be borne by the registered owner of the applicable unit.

2. No owner shall make any major plumbing (including garborators), electrical, mechanical or structural in or to his unit without the prior written consent of the Board.
3. Residential units shall be used for residential purposes. No immoral, improper, offensive or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies shall be strictly observed.
4. Each registered owner shall repair and maintain the heating, ventilation and air conditioning unit serving his unit at his sole expense.
5. No owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his unit or adjacent common elements. Each owner shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all owners shall fully co-operate with the Manager to provide access to their unit for the purpose of conducting a spraying or other program to eliminate any incident of pests, insects, vermin or rodents within the buildings.
6. To ensure that alarms and security systems are uniform throughout the building, owners shall comply with reasonable procedures to be provided by the Manager, including the locking of entrance doors, patio doors and balcony doors when the residential unit is unoccupied.

GARBAGE AND RECYCLING DISPOSAL

1. Debris, refuse or garbage shall be sorted by the owner or occupant for the purpose of any recycling program established by the Board or governmental authorities. Such debris, refuse or garbage shall be deposited in an area designated by the Corporation or Manager as a central garbage depository. Where such debris, refuse or garbage consists of large items, crates or cartons, the resident is solely responsible for the disposal thereof and such crates or cartons shall not, in any event, be left outside the unit. Each owner or occupant shall pay for the removal of any debris, refuse or garbage attributable to their unit. No owner or occupant shall permit undue accumulations of debris, refuse or garbage within any unit. Any garbage or large item left on the complex by the resident will be disposed of at the owner's expense.
2. Newspapers, magazines, cardboard, bottles and cans, etc., shall be placed in the proper recycling bins.
3. Loose garbage is not to be deposited in the garbage bin. All garbage must first be properly bound, packaged or bagged to prevent mess and odours. No garbage is to be left on the floor of the garbage depository, or on any part of the common elements at any time.
4. Animal waste should be doubled bagged for sanitary reasons and is to be placed in the central garbage depository. Animal waste shall not be disposed of in the garbage bins located in the playground area.

5. In the event of a unit renovation, any and all construction material is to be removed from the property by the owner at their sole expense.

TENANCY OCCUPATION

1. No unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the registered owner shall have delivered to the Corporation a duly signed and completed *Tenant Information Form* in the form required by the Corporation and a *Tenant's Undertaking and Acknowledgement* in the form required by the Corporation, together with an executed copy of the lease.
2. Within seven (7) days ceasing to lease the unit (or within seven (7) days of being advised that his tenant has vacated or abandoned the unit, as the case may be) the registered owner shall notify the Corporation in writing that the unit is no longer occupied.
3. The foregoing documentation shall be supplied promptly and without charge to, and upon request for, by the Corporation.
4. No lease shall be for a period of less than one (1) year without the approval of the Board.
5. No registered owner shall allow his tenant to sublet his unit to a subtenant.
6. Units are to be used only as single family dwellings.
7. During the period of occupancy by the tenant, the registered owner shall have no right of use of any part of the common elements.
8. Registered owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged thereof.
9. Registered owners shall supply to the Board their current address and telephone number during the period of occupancy by their tenant.

ELEVATOR AND MOVING

1. Furniture, equipment and deliveries shall be moved into or out of the building only by the elevator and entrances/exits designated. Pads shall be installed, as needed, to protect the elevator by arrangement through the Manager. The time and date of moving or delivery shall be fixed in advance by reservation with the Manager.

2. Moving and deliveries shall not be permitted at the main entrance doors, but shall be restricted to the back doors of each building. Moving and deliveries shall be fixed in advance by reservation with the Manager.
3. An *Elevator Reservation Form* must be received by the Property Manager 48 hours prior to a move in or a move out along with a one hundred dollar (\$100.00) security deposit.
4. Except when special circumstances exist, moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 8:00 p.m., Monday to Saturday inclusive and shall not take place on public holidays.
5. It shall be the responsibility of the owner through the person reserving the elevator to notify the Manager or Superintendent and to request an inspection of the elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or for delivery, the owner reserving the elevator shall forthwith request an immediate re-inspection of the elevator and affected common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed the responsibility of the owner of the unit and the person reserving the elevator. 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.
6. During the term of the reservation, and while any exterior doors remain in an open condition, the owner or person reserving the elevator shall take reasonable precautions to prevent any unauthorized entry into the building.
7. Corridors and the lobby shall not be obstructed prior to, during or after the term of the reservation.

PARKING

1. No motor vehicle, other than a private passenger automobile, motorcycle, station wagon, family van or commercial vehicle or truck not exceeding seven (7) feet in height shall be parked in any parking unit. No boats, trailers, and commercial vehicles over seven (7) feet in height shall be stored or parked in any parking unit.
2. No vehicles, trailers, boats, snowmobiles, equipment or machinery, other than motor vehicles, shall be parked or left on any part of the common elements or in any parking space.
3. No motor vehicle or bicycles shall be driven on any part of the common elements, other than on a driveway or parking space.
4. Parking is prohibited on any part of the common elements (save and except for visitor's parking spaces) and including, without limiting the generality of the foregoing:

- i. fire zones;
 - ii. traffic lanes;
 - iii. roadways as required for fire routes.
5. No servicing or repairs or washing shall be made to any motor vehicle, trailer, boat, snowmobile or equipment of any kind on the common elements or in any parking space without the express written consent of the Manager or the Board.
6. Each visitor's parking space shall be used only by visitors and guests of the residents of the units in this condominium, for the purposes of guest parking thereon of only one operable motor vehicle per unit, and each such unit shall be individually so designated by means of clearly visible signs, and such spaces shall not be assigned, leased or sold to any unit owner or otherwise.
7. All motor vehicles operated by owners must be registered with the Manager. Each owner shall provide to the Manager the licence numbers of all motor vehicles driven by residents of his unit.
8. Each unit owner is assigned an exclusive use parking space. Residents are required to properly display parking stickers or decals in their vehicles at all times.
9. Only unit owners or occupants who have purchased a Reserve Parking Stall shall have the right to park in a numbered reserved parking stall.
10. Unit owners and occupants are not permitted to park in visitor's parking. The visitor's parking is restricted to visitors and guests of residents only.
11. Unit owners and occupants are not permitted to park in visitor's handicap parking. The visitor's handicap parking is restricted to visitors and guests of residents, moving in or out or deliveries only. Any visitor parking in the visitor's handicap parking must fully display the appropriate handicap sticker.
12. No motor vehicle shall be driven on any part of the common elements at a speed in excess of ten (10) km per hour.
13. No person shall place, leave, park or permit to be placed, left or parked upon the common elements any motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, caused by its length of unattended stay, its physical condition or appearance of its potential damage to the property. Upon seventy-two (72) hours written notice from the Manager, the owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Manager, in default of which the motor vehicle shall be removed from the property at the expense of the owner, in which event the Corporation, the Manager and their agents shall not be liable whatsoever for any damage, costs or expenses howsoever caused. If a motor vehicle is left standing on a parking space or upon the common elements and is unlicensed or unregistered with the Manager, the motor

vehicle may be towed without notice to the owner of the motor vehicle and at such owner's expense.

14. Motorcycles shall be licensed and equipped with the most recent noise control devices and operated in a manner so as not to disturb the other owners. Mopeds and bicycles shall be operated only in such a manner as not to obstruct traffic. No motorcycles, mopeds or bicycles are permitted to be operated on sidewalks.
15. No bicycles shall be left upon the common elements unless in a restricted area approved by the Board.
16. 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. All vehicles must be currently plated, insured and roadworthy.
17. No person shall park or use any kind of vehicle, trailer, boat, snowmobile, equipment or machinery in contravention of these rules, otherwise such person shall be liable to be fined or to have same towed away or otherwise removed from the property at the expense of the owner of same, in which event the Corporation, the Manager and their agents shall not be liable whatsoever for any damage, costs or expenses howsoever caused.
18. Owners are responsible for cleaning or repairing any extraordinary fluid leakage or other damage their vehicle causes to the parking lot, landscaping or other common areas.

INSURANCE

All owners will maintain appropriate insurance for the contents of their units.

COMPLAINTS

Complaints of any kind shall be made to the Board and Property Management in writing.