

Simcoe Condominium Corporation No. 89

Sunnidale Terrace

10 Coulter Street, Barrie, ON

RULES

Effective as of June 25, 2017

**SIMCOE CONDOMINIUM CORPORATION NO. 89
SUNNIDALE TERRACE**

10 COULTER STREET

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SIMCOE CONDOMINIUM CORPORATION No. 89

SUNNIDALE TERRACE

10 COULTER ST, BARRIE, ON

RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

DEFINITIONS

Rules respecting the use of the Common Elements and Units of Simcoe Condominium Corporation No. 89 (the 'Corporation') shall be binding upon and observed by each owner. For the purpose of these rules, the term 'Owner' means the owner or owners of the freehold estate or estates in a unit and common interests, but does not include a mortgagee unless in possession;

The term 'Unit' means a part or parts of the land included in the description, and designed as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space at the time the Declaration and Description are registered;

The term 'Common Elements' subject to the provisions of the Act, the Declaration and the By-laws of the Corporation and the Rules and Regulations passed pursuant thereof means all the property except the units;

The term 'Exclusive Use Common Elements' are common elements which the owner of each unit shall have the exclusive use as set out in 'Schedule E': such outdoor patios being part of the common elements adjacent to the units in level one and containing the same unit number and the letter "P"; and any balcony that gives sole and direct access to the unit all of which are illustrated on Part 1 of the Description.

The term "Board" shall include the Board of Directors of the Condominium, and its designated manager and/or agent from time to time.

GENERAL

Any consent or approval given under these rules and regulations must, to be effective and binding, be in writing and may be added to, amended or repealed at any time by resolution of the Board.

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.

All present and future owners, tenants, and residents of units, their families, guests, invitees or licensees, shall be subject to and shall comply with the provisions of the Declaration, the By-laws, and any rules and regulations of the Corporation.

Any and all losses, costs and damages, including legal fees incurred by 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 ('Owner') and may be recovered by the Corporation against such owner in the same manner and upon the same terms as common expense arrears.

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

A: QUIET ENJOYMENT

1. Owners, their families, guests, and visitors shall not create or permit the creation or continuation of any noise, vibration, odour or other nuisance which, in the sole opinion of the Board or 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, odour 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. Owners shall not cause or permit the blowing of any horn from any vehicle in which his guests, family, tenants, invitees, or employees shall be occupants, approaching or upon any of the driveways or parking areas on the property except as may be necessary for the safe operation thereof.

3. No noxious or offensive activity shall be carried on upon any unit or common elements including exclusive use common elements nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other owners or occupants of lands in the enjoyment of their lands.
4. No Owner shall install or use sound speakers outside of his unit or on the common elements.
5. Each unit owner or occupant is responsible to ensure that area rugs are used on non-carpet surfaces to minimize noise.
6. All repairs to the units or common elements shall be made during the hours of 8:00 a.m. to 6:00 p.m. except in the case of an emergency, as determined by the Board or the Manager in their absolute discretion.
7. Smoking is prohibited in any of the common element areas with the exception of inside the individual unit boundaries of the Corporation. Smoking shall NOT be permitted in the Community Building as per Provincial Legislation.

B: SAFETY

1. No Owner shall permit or allow the temperature within his unit to fall below a minimum temperature of 15 degrees Celsius (59 degrees Fahrenheit).
2. No Owner shall do or permit anything to be done to his 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 on property kept therein or obstruct or interfere with the rights or 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 of the rules and ordinances of the Board of Health or with any Statute or Municipal By-Law.
3. Water shall not be left running unless in actual use.
4. No owner shall overload existing electrical circuits.
5. 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.
6. No propane tanks shall be kept in any of the units or in any of the storage locker rooms, or upon common elements aside from the exclusive use common element area patios and balconies.
7. There will be no 'open' alcoholic beverages of any kind allowed in any of the common element areas with the exception of inside the individual unit boundaries. This includes the transporting of

and the consumption of any type of alcoholic beverages. Alcoholic beverages may be consumed in the Common Room (second level) of the Community Building.

8. If any unit owner or occupant, family member, visitors, or a guest is found in the act of vandalism, the owner shall be responsible to absorb the cost of all damage incurred.
9. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage to the common elements, including any damage to, blockage of, impairment of the proper functioning of or impediment to the proper functioning of any servicing plant or any nature therein resulting from misuses or from unusual or unreasonable use of the water closets and other water apparatus shall be borne by the Owner who, or whose family, guests, visitors, servants, clerks or agents shall cause it.
10. Unit owners and occupants shall inform the Manager or Superintendent 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.
11. Owners shall immediately report any suspicious person(s) seen on the property to the Manager or Superintendent.

C: RESIDENTIAL UNITS

1. 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.
2. Each registered owner shall repair and maintain the heating, ventilation and air conditioning unit serving his unit at his sole expense.
3. No business shall be conducted within a unit resulting in an income to the unit and unit occupant. No customer/clients or deliveries and receiving of goods shall be permitted to and from the unit.
4. No individual window-mounted air-conditioning units shall be installed in any unit, nor shall any unit Owner install either directly or indirectly air-conditioning equipment where part of said equipment is to be located outside the unit.
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. 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.
7. In the event of contagious or infectious diseases developing, the Owner agrees to have the patients removed forthwith and to have the unit fumigated or treated immediately in accordance with any Local or Provincial By-Laws and Regulations in force relating to any such disease

D: UNIT RENOVATIONS

1. No owner or occupant shall make any plumbing, electrical, mechanical or structural alteration, installation, removal or extension or otherwise in his unit without notifying the Manager in writing of his renovation prior to commencement. **No project shall commence unless each owner or occupant has provided project details, drawings, and specifications and obtained approval from either the Board or the Manager.**
2. When replacing flooring within the unit,
 - (a) The approved minimum standard for under padding for use with hardwood or laminate flooring is (Sound Transmission Class) STC 72 and (Impact Insulation Class) IIC 73. The Manager will require proof of installation which is to include a copy of the purchase receipt showing the approved purchased under padding and the packaging from the under padding which details the IIC and STC ratings for the under padding.
 - (b) The approved standard for the installation of area rugs or wall-to-wall carpeting is 36 – 40 ounces; it is mandatory that carpet underlayment be installed under carpeting. Owners or occupants will be required to provide proof of carpet density and underlayment.
3. For renovation material disposal, please refer to section: Garbage and Recycling Disposal.

E: COMMON ELEMENTS

1. The speed limit for all vehicles within the Condominium grounds is ten (10) kilometres per hour.
2. No 'for rent' or 'for sale' signs of any kind shall be displayed outside the units or on the common elements or inside of the units including in windows or balconies and patios.
3. The sidewalks, entries, passageways, walkways, and driveways used in common by the Owners shall not be obstructed by any of the Owners or used by them for any purpose other than for ingress or egress to and from their respective units.

4. There shall not be organized activities, picnicking or bonfires unless approved by the Board.
5. No auction sale shall be held on the property.
6. Tools, sporting goods and equipment, camping cooking equipment, bicycles and other personal articles and equipment must be stored in the unit or designated locker and not on patios or balconies.
7. No building or structure or tent shall be erected and no trailer either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements or exclusive use common elements.
8. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.
9. No unit owner or unit occupant shall remove, trim, cut down or plant any trees, shrubs, bushes or plants of any kind, including planting of gardens, on the common elements or any portion over which he may have exclusive use, without the prior written consent of the Board.
10. No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge, or erection of any kind whatsoever (the work) shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any owner has the exclusive use) except by the Corporation or with its prior written consent or as permitted by the by-laws or rules.
11. No equipment shall be removed from the common elements by, or on behalf of, any owner of a unit.
12. 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 or exclusive use common element areas.

F: EXCLUSIVE USE COMMON ELEMENTS: BALCONIES AND PATIOS

1. The Corporation shall have access to any part of the common elements over which any owner has the exclusive use in order to perform its obligations and duties.
2. No television or radio antenna aerial, satellites, mast or flag-pole, flag (except the Canadian flag – refer to rule 3), windmill nor any similar structure nor any fixture, awning, shade, patio enclosure, fence, air-conditioning device, fan, window guard, bunting storage structure, outside clothes line or other outside clothes drying facility, piece of equipment, projection or thing of any nature shall be erected, located or placed on or in any part of the common elements, including any portion

thereof which an owner may have the exclusive use, unless erected or caused to be erected by the Corporation.

3. The National Flag of Canada, with a size not to exceed 36 inches by 18 inches (91 cm by 46 cm) shall be permitted to be hung in unit windows or on exclusive use common element areas balconies and patios. When displaying the Canadian flag, occupants must ensure that if hung horizontally, the upper part of the leaf (the points of the leaf) shall be up and the stem down. If hung vertically, the flag shall be placed so that the upper part of the leaf points to the left and the stem to the right from the point of view of the observer facing the flag. The flag is not permitted to be affixed to or anchored to any part of the common areas or exclusive use common element areas. Owners or occupants are permitted to hang the Canadian flag between June 15 and July 15; after which, the flag must be taken down.
4. No owner shall install or affix paint, varnish or apply any other covering, coating or finish to the exterior patio or balcony railings, deck, walls, or ceilings without having same first approved by the Board so that the exterior patio and balcony railings, deck, walls, and ceiling of all residential patios and balconies are uniform in colour, design and finish.
5. No owner shall erect a privacy screen or privacy fence within their exclusive use balcony or patio area without having same first approved by the Board.
6. As per the s. 98 agreement, only two (2) brackets are permitted to be affixed to the exclusive use common element columns or exterior brick at each unit's balcony or patio area. Only potted flowers or potted plants or hummingbird feeders are permitted to be hung from the two brackets.
7. Only potted flowers or potted plants and seasonal furniture, including BBQs shall be kept on exclusive use common element patios and balconies.
8. No birdfeeders are permitted on the common elements or exclusive use common element patios and balconies.
9. Nothing shall be affixed to or fastened to the exterior walls or brick columns or balcony railings nor shall anything be hung from the underside of balconies and patios, including but not limited to hanging baskets, wind chimes, decorative art elements.
10. Holiday decorations must be taken down no later than four (4) weeks after the holiday. Holiday decorative lights are permitted to be lit between December 1 and January 15. The lights can only be wrapped around railings.
11. Nothing shall be thrown or emptied by the owners, residents or persons out of the windows or doors, or off exclusive use balconies and patios, into the common areas, nor shall anything be hung from outside of the windows.

12. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or exclusive use balconies or patios. Nothing shall be swept off balconies.
13. Hanging or drying of clothes is not permitted on common elements and exclusive use common element area patios and balconies nor shall any clotheslines be erected outside the units.
14. Exclusive use common element area patios and balconies shall not be used for storage purposes.
15. Damages as a result of affixing objects onto the exterior of the building, columns or underside of balconies and patios shall be repaired at the sole expense of the owner.

G: MOVING AND DELIVERIES

1. All damages to the Condominium property caused by the moving and/or carrying of articles therein shall be paid by the Owners or person in charge of such articles.
2. The corporation is to be notified of all move-ins and move-outs no less than 48 hours so that railings can be modified to accommodate moves. A form must be completed and forwarded to the Manager or the Superintendent.
3. 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.
4. Upon completion of moving into or out of the building or for delivery, the Superintendent shall forthwith –inspect the affected common elements. Any damage noted during the inspection shall be deemed the responsibility of the owner of the unit and the occupant. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the Superintendent as soon as possible following the moving or damage and the parties responsible shall be advised.
5. During the move or delivery, and while any exterior doors remain in an open condition, the owner or person moving shall take reasonable precautions to prevent any unauthorized entry into the building.
6. Corridors and the lobby shall not be obstructed prior to, during or after the move or delivery.

H: GARBAGE, RECYCLING AND ORGANIC 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 municipality.

2. All garbage shall be contained in plastic bags of a size not greater than 25 pounds and shall be stored in areas designated from time to time by the Board for pick up on a regular basis.
3. All organic material shall be contained in compostable containers/bags and shall be stored in areas designated from time to time by the Board for pick up on a regular basis.
4. Newspapers, magazines, cardboard, bottles and cans, etc., shall be placed in the proper recycling bins.
5. No large pieces of furniture, household effects or hazardous waste are to be placed in the garbage containers.
6. In the event of a unit renovation, any and all construction material is to be removed from the property by the owner or occupant at their sole expense.

I: ANIMALS AND PETS

1. No owner or occupant of any unit shall maintain, keep or shelter any animal, livestock or fowl therein other than a '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 at maturity; or
 - ii) not more than one (1) cat with a weight not to exceed 25 pounds at maturity; or
 - iii) not more than two (2) caged birds; or,
 - iv) aquarium fish – tank size not to exceed 20 gallons.
2. When on the common elements, all pets must be under leash. 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. Every pet owner must 'stoop and scoop' when walking their pet on the common elements. Each pet owner must ensure that his pet does not defecate/urinate upon the common elements, including patios and 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.
4. Pets shall not be tied to any portion of the common elements or exclusive use common element areas.
5. No pets shall be left unattended on a balcony or patio.

6. 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 Manager.
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. No pet that is deemed by the Board or Manager in its absolute discretion to be a nuisance shall be kept by an owner upon the common elements. Such owner, shall within two (2) weeks of receipt of a written notice from the Board or Manager requiring removal of such pet, permanently remove such pet from the property.
9. Any guest of the owner or occupant must abide by the same rules as outlined above. The Board or Manager, in his discretion, may deem the visiting pet to be a nuisance and have such pet permanently removed from the property.

J: PARKING

1. No owner or occupant shall place, leave, park or permit to be placed, left or parked in or upon the common elements or a parking unit any private passenger automobile which, in the opinion of the Board or the Building 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. Upon five day's written notice by the Board or Manager, the owner of such vehicle shall be required to attend to his vehicle as the circumstances require and as directed by the Board or Manager. If the said vehicle is not removed, the Manager will have the vehicle towed at owners' expense.
2. No person shall park a motor vehicle in contravention of the Rules in default of which such person shall be liable to have his motor vehicle ticketed and towed from the property. The Condominium Corporation and its agents shall not be liable for any damage, costs, or expenses howsoever caused in respect of any motor vehicle so removed from the property.
3. No car either of the owner or occupant or any member of his household or any guest or invitee shall be placed at any time so as to impair or interfere with access to and from parking spaces or to and from the various entrances to or exits from the said buildings or from fire routes and entrances.
4. Each parking space shall be used for the parking of one (1) passenger motor vehicle or motorcycle. No one who is not in occupancy of a dwelling unit shall be entitled to or permitted to use any parking space.

5. No motor vehicle other than a private passenger vehicle, and motorcycle shall be parked on any part of the common elements (including any part thereof, of which any owner may have the exclusive use) nor shall any repairs be made to such motor vehicle on the common elements, and no motor vehicle shall be driven on any part of the common elements other than on a roadway or parking space.
6. No trailer, camper, landcruiser, ATV, motor home, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind other than a private passenger vehicle or motorcycle shall be parked on any part of the common elements or in any parking space.
7. Each unit shall be allocated one (1) numbered parking stall by the Board or Manager.
8. All motor vehicles operated by unit occupants must be registered with the Superintendent. Each owner shall provide to the Superintendent the license plates of all motor vehicles driven by residents of his unit.
9. Only unit owners or occupants who have rented a Reserved 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. Visitor parking shall be maintained under the absolute control of the Board of Directors.
11. Unit owners and occupants are not permitted to park in the Accessible parking spots. The Accessible parking spots are restricted to visitors and guests of residents who display the appropriate accessible parking permit. Visitors who park in an Accessible parking spot must fully display the appropriate handicap permit.
12. 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 license. All vehicles must be currently plated, insured and roadworthy.
13. 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.
14. Occupants are to advise the Superintendent if they intend to keep their vehicle on-site while on vacation or have it stored off-site during this time. The Superintendent, at his discretion, may ask the resident to store his vehicle in another parking stall while away, to facilitate parking lot snow clearing, power sweeping, or other maintenance work.
15. Visitors who are staying overnight for three consecutive nights must register their vehicle with the Manager or Superintendent.

K: LEASING

1. No unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the 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 agreeing that the tenant shall comply with the Condominium Act, Declaration, By-laws, and Rules of 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 the tenant has vacated or abandoned the unit, as the case may be), the owner shall notify the Corporation in writing that the unit is no longer occupied.
3. No lease shall be for a period of less than twelve (12) months.
4. Units are to be used only as single family dwellings.
5. No owner shall allow their tenant to sublet their unit to a sub-tenant.
6. During the period of occupancy by the tenant, the owner shall have no right of use of any part of the common elements.
7. Owners shall supply to the Board or Manager their current address and telephone number during the period of occupancy by their tenant.
8. Owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and their visitors and will be assessed and charged thereof.

L: SECURITY

1. The Corporation shall retain a key to all doors to each unit. No owner shall replace any lock or place any additional locks on the doors to any unit, or in the unit, to any part of the common elements of which the owner has exclusive use, unless such lock has been first approved as to type and style by the Board or the Manager of the Corporation, and such owner shall, if requested, immediately provide the Corporation or its Manager with a key for any lock for any door.
2. No duplication of any exterior door keys shall be permitted except with the authorization of the Board or Manager. All door locks and keys, both exterior and interior, must be compatible with the master lock systems on the property and a copy of each new key must be delivered to the Manager or Superintendent. Should any resident cause the security of the building to become vulnerable at any time, the unit owner responsible will incur any and all costs associated with re-securing the building. The replacement of entrance door key cost is \$100.00.

3. Any replacement mailbox locks or keys are to be requested and installed by the Superintendent. The cost for replacement locks will be \$20.00 and replacement mail keys will be \$10.00 each. These fees are subject to change by the Board of Directors from time to time.
4. Each owner shall supply the Manager with the names of all occupants and tenants of his unit.

M: UNIT INSURANCE

It is recommended that every owner and tenant obtain and maintain unit insurance as follows:

- i. Insurance on any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment, decorations and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the corporation, its manager, agents, employees and servants, and against the other owners and any member of their household, except for vehicle impact, malicious damage, vandalism, arson and fraud.
- ii. Public liability insurance covering any liability of any owner to the extent not covered by a public liability and property damage insurance obtained and maintained by the corporation.

N: COMPLAINTS

Complaints of any kind shall be made to the Board or Manager in writing; the letter must be signed and dated, and placed in the comment box provided on site or forwarded to the management company.

O: RECREATIONAL FACILITIES: OUTDOOR POOL, HOT TUB, SAUNA AND FITNESS AREA

1. The pool and hot tub shall be open for use daily between the hours of 10:00 a.m. to 9:30 p.m. or any other time which may be established by the Superintendent or Board and subsequently posted. The Community Building ('Building') closes at 10:00 p.m.
2. The Superintendent, upon his discretion, may at any time close the pool and spa facilities for routine cleaning, maintenance or for misuse of the facilities.
3. The swimming pool and spa shall be used solely at the user's risk; as they are unsupervised.
4. Children who are under sixteen (16) years of age must be accompanied by whoever occupies a unit in the condominium at all times and must not be left unattended in the pool/spa areas.

5. Visitors are not permitted in any part of the recreational complex unless accompanied by the resident with whom they are visiting.
6. Each bather shall take a cleansing shower using the showers provided in the Building using soap and warm water, before entering the pool and hot tub decks.
7. Proper swim wear must be worn in the pool and hot tub. Cut-off shorts, street shorts, t-shirts etc. are not permitted in the pool or hot tub.
8. No person infected with a communicable disease or having open sores on his or her body shall enter the pool.
9. No person shall pollute the water in the pool or hot tub in any manner; spitting, spouting of water and blowing the nose in the pool or on the deck are prohibited.
10. Sun tan oils, lotions, creams, etc. must be washed off in the Building showers thoroughly before entering or re-entering the pool.
11. Every resident and visitor must ensure that no food or beverage is consumed in the pool or hot tub or on the decks.
12. No person shall bring a glass container onto the deck or into the pool or hot tub.
13. Residents and/or guests under the influence of alcohol will not be permitted to use any of the facilities.
14. Smoking is not permitted in the pool and hot tub or in the Building.
15. Infants, children and adults not toilet-trained shall wear sealed bathing diapers (swim rated diapers/swimmers) designed to prevent release of feces into the water and avoid the spread of germs.
16. Regular diapers are not permitted in the pool or hot tub unless covered by tight-fitting plastic pants.
17. Parents or guardians shall take children on frequent bathroom breaks. Diapers shall be changed in the washroom provided – not poolside.
18. Stay out of the water when you have diarrhea; this is especially important for kids in diapers.
19. Wash your hands with soap and water after using the toilet or changing diapers. Residents are responsible to personally dispose of soiled diapers outside of the Building.

20. The use of audio devices on the pool deck is permitted only with the use of headphones or ear buds.
21. Cell phones are not permitted to be used while in the pool or hot tub.
22. No person shall engage in boisterous play in or about the pool.
23. Diving into the swimming pool is not permitted.
24. No objects or flotation devices other than noodles, water wings, or life jackets are permitted in the pool. Flotation devices are not to interfere with others using the pool.
25. No object, including but not limited to patio furniture or towels, are permitted 'pool side' of the red line surrounding the pool. Personal lawn furniture is not permitted on the pool deck.
26. Please remove all personal belongings from the pool and hot tub decks and showers after use. The Corporation shall not be responsible for lost or stolen items.
27. Every resident and visitor must properly cover the hot tub after each use.
28. Every person shall be considerate of others at all times while using the facilities
29. No person shall create a disturbance or nuisance. Those that are deemed to create a nuisance will receive a written notice from the Manager; second time offenders will be banned from using the facilities.
30. While using the facilities, any guest of the owner or occupant must follow the same rules.
31. Any person or persons not known by the Superintendent may be asked who they are visiting, and if not complying with the rules, will be asked to leave the facilities.
32. All posted signs are in compliance with current Ontario Pool Regulations and the rules of Simcoe Condominium Corporation No. 89. Users shall comply with all posted signage. Those observed breaking these rules will be asked to leave the pool and spa area and may be banned from using the facilities in the future.