

Simcoe Condominium Corporation No. 37, The Bayclub

RULES AND REGULATIONS

Approved by Board of Directors: May 23rd, 2017

Notice of Rules to Owners: May 25th, 2017

Effective Date: June 24th, 2017

TABLE OF CONTENTS

	Page
PREAMBLE AND DEFINITIONS	2
1. GENERAL.....	3-4
2. QUIET ENJOYMENT	4
3. COMMON ELEMENTS.....	5-6
4. RESIDENTIAL UNITS	6-7
5. BALCONIES/PATIOS	8
6. BARBECUES	8-9
7. ELEVATORS AND MOVING	9-10
8. GARBAGE DISPOSAL	10
9. LOCKERS	10-11
10. PARKING	11-12
11. PETS.....	12-13
12. RECREATION FACILITIES	
I) General.....	14
II) Billiard Room/Squash Court/Tennis Court.....	15
III) Exercise Room/Change Rooms/Saunas	15-16
IV) Guest Suite	16
V) Hospitality Suite	17
VI) Swimming pool & Hot tub.....	18
VII) Workshop.....	19
13. SAFETY AND SECURITY	19-20
14. TENANCIES	20-21
15. UNIT RENOVATIONS.....	21-22

Simcoe Condominium Corporation No. 37, The Bayclub

RULES:

Resolution passed by the Directors at a meeting of the Board of Directors held on the 23RD day of MAY, 2017.

Be it resolved that the Corporation enact the following rules respecting the use of the common elements and units to promote the safety, security or welfare of the owners and to prevent unreasonable interference with the use and enjoyment of the common elements and other units.

The following rules made pursuant to the *Condominium Act, 1998, S.O. 1998, G. 19* shall be observed by all owners. The term "owner" shall include the owner or any other person occupying the unit with the owner's approval, including, without limitation, members of the owner's family, his tenants, guests and invitees.

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" means the *Board of Directors of Simcoe Condominium Corporation No. 37*
3. "Corporation" means the *Simcoe Condominium Corporation No. 37.*
4. "FOB" shall mean the device, issued by the Corporation to gain electronic access to any area controlled by the installed electronic access control system.
5. "House Rules" means these rules and any additional rules passed by the Board from time to time.
6. "Owner" means the owner or owners of the freehold estate or estates in a unit and common interest, but does not include a mortgagee unless in possession.
7. "Common Elements" means all the property except the residential units.
8. "Parking Unit" means a designated parking space or spaces within the property.
9. "Resident" or "Residents" shall mean 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, a tenant, 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.
10. "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.
11. "Superintendent" means the personnel responsible for day-to-day operation and maintenance of the building.
12. "Non-Resident Owner" means a unit owner(s) who does not reside at the Bayclub and the owner has leased their unit to a tenant.

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

Simcoe Condominium Corporation No. 37, The Bayclub

1. GENERAL:

- (a) 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 for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.
 - (b) Unit owners who do not reside at the Bayclub and who have leased their unit to a tenant shall be deemed and considered a Non-Resident Owner. During the period of occupancy by the Tenant, Non-Resident owners shall be prohibited from using the building recreational facilities.
 - (c) No person associated with Simcoe Condominium Corporation no. 37, including a unit owner, a resident or guest of same, a member of the Board, the Property Management company, a contractor or agent of same, shall act in a manner deemed by the Board or Management to be unmanageable, rude, disruptive, aggressive, abusive, threatening or harassing in nature toward any Resident, Board members, Property Manager, staff, employee, agent, invitee or contractor of the Corporation or Management ("Staff"). Harass shall include but not be limited to defamatory comments, unsubstantiated accusations, and persistent rude or abusive behaviour.
 - (d) No Unit Owner or resident shall interfere with or impede the Board, the Property Manager or Staff from carrying out their duties and obligations pursuant to the Condominium Act, the Corporation's Declaration, By-laws and rules or any agreement to which the Corporation is a party.
 - (e) All inquiries and requests regarding, but not limited to the maintenance and operation of the building, access to the Corporation's records, enforcement of the Condominium Act, 1998, The Declaration, By-Laws and House Rules shall be submitted to the Property Manager in writing, and shall include:-
 - i) The Date
 - ii) Their Name and Unit Number
 - iii) The substance and nature of their complaint or request.
- All information received shall be kept in strict confidence. Failure to include this information may result in a dismissal of the complaint or request by the Property Manager.
- (f) Notwithstanding (e) above, all complaints concerning agents and employees of the Corporation shall be directed to the Board and submitted in writing. Complaints shall contain the date, the owner's name and unit number, and the substance and nature of the complaint. These complaints may be delivered to a Board member as an agent for the Board for circulation to the Board as a whole.
 - (g) In addition to any other power of enforcement of these House Rules that the Board may have by virtue of the Act, the Declaration, and/or the By-laws (including, but not limited to the right to have a court of competent jurisdiction order the compliance with the House Rules), the Board may also deal with an Owner, and/or occupant who violates the House Rules as follows:
 - 1) the offending or responsible party shall be notified in writing with respect to the first offence by the Property Manager and/or Board and/or an agent of the Board and shall be given fourteen (14) days to rectify the violation or signify his future willingness to comply with the House Rules:
 - 2) Upon the second offence or the failure to comply with a measure taken under a) above, the offending or responsible party shall be notified in writing by the Property Manager and/or Board and/or Agent of the Board and shall be required to respond in writing within two (2) days upon receipt of the notice, that he shall comply with the House Rules; and

- 3) Upon the third offence or the failure to comply with the measures taken under Section (g) 1) and or Section (g) 2) above or any further offences by the offending or responsible party, the Board may direct the following:
- a) that access to certain common elements by the offending or responsible party be suspended until that party complies with the House Rules; or
 - b) any other reasonable measures the Board considers necessary to secure compliance with the House Rules by the offending or responsible party.

The ordering of options a) and b) is the normative template. The Board shall have the right to proceed with any of the above-noted options a), or b) in any order or in any combination.

- (h) Any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations in force from time to time by any owner, or by his family, guests, servants, agents or occupants of his unit, shall be borne and/or paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

2. QUIET ENJOYMENT

- (a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuance of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort of quiet enjoyment of the Common Elements by other Owners or their respective families, guests, visitors, servants and persons having business with them.
- (b) No noise (*including music from an instrument or other source*) or odour, including second hand smoke, 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 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 shall 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 thereby incurred in abating the noise or odour (including reasonable solicitor fees).
- (c) Renovations or activities within suites, save and except any emergency repairs, which require the use of tools which create noise or disturb in any way other residents will only be permitted between 8.00 am. And 6.00 p.m. Monday through Friday only. No such work shall be permitted on Saturday, Sunday or Public Holidays.
- (d) *No solicitation, canvassing or delivery of flyers is allowed in the building except for:-*
- i) 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*
 - ii) for the purpose of gaining support for a requisition meeting of the owners.*

Simcoe Condominium Corporation No. 37, The Bayclub

3. COMMON ELEMENTS

- (a) No one shall harm, mutilate, destroy, alter or litter the Common Elements or any of the landscaping work on the property;
- (b) No sign, advertisement, or notice, including signs offering a property for sale or rent, auction sales or real estate open house, shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or Common Elements, unless with prior written consent of the Board;
- (c) The sidewalks, entry, 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 and egress to and from their respective units.
- (d) No building or structure or tent shall be erected and no trailer, with or without living, sleeping or eating accommodation, shall be placed, located, kept or maintained on the Common Elements, except with the consent of the Board;
- (e) No Owner shall make any change, alteration or addition to the common elements, including those parts of the common elements over which the owner has exclusive use, such as balcony glass enclosures, balcony screen enclosures, balcony tiles, townhouse rear deck awnings, etc., without prior written consent of the Board. Such consent shall include the execution of an Agreement in accordance with Section 98, Condominium Act, 1998 outlining responsibility for future repairs and maintenance of such change, alteration or addition. The cost of this agreement shall be the responsibility of the owner.
- (f) Smoking is prohibited in any common area including, but without being limited to: elevators, hallways, stairwells, parking garage, recreational facilities and lobbies. Smoking is also prohibited within 3 meters of any exterior door.
- (g) No television antenna, aerial or similar structure shall be erected on or fastened to any common elements, exclusive or otherwise, except by the Corporation in connection with a common television cable system or internal security system.
- (h) Bicycles are to be stored only in the area designated by the Corporation *being the Bike Room located in the R1 garage or on a wall rack within a parking space in accordance with the Bike Registration Agreement as approved by the Board*. A key can be obtained from the management office with payment of a refundable deposit at such rate as may be determined by the Board. Bicycles are not permitted in elevators or any other interior common areas of the building, other than the designated storage area.
- (i) Stairwells must be kept clear of all items.
- (j) Unit door exteriors are part of the common elements. Door bells, discrete door knockers and decorations hung from a step hanger which goes over the top of the door, not affixed, are permitted on the exterior door, however, should any damage be caused by installation of these items, the unit owner shall be responsible for all repair costs.
- (k) Any physical damage to the Common Elements caused by an Owner, his family, guests, visitors, servants or agents shall be repaired by arrangement and at the discretion of the Board at the cost and expense of such owner.

Simcoe Condominium Corporation No. 37, The Bayclub

- (l) Skateboards and roller blades must not be ridden in the garage, the common elements walkways or in the driveways.
- (m) Bulletin boards located in the main lobby and the townhouse hallway are reserved for the posting of official building notices, including notices by the social committee. Any resident notices placed on the bulletin boards located in the recycling room are subject to the prior approval of the Property Manager., who may also, at the Property Manager's sole discretion, limit the number of notices placed.
- (n) *All persons shall wear proper attire (shoes, shirts and bathing suit covers) when using the common hallways, entrances or elevators.*

4. RESIDENTIAL UNITS

- (a) No owner of any unit shall do or permit anything to be done in his unit or in any locker unit, or bring or keep anything therein which will in any way increase the risk of fire or the fire insurance premiums on any building, or on property kept therein, and no owner shall do or permit anything to be done in his unit or obstruct or interfere with the rights of owners, or in any way injure or annoy them, or conflict with the regulations of the City Fire Department, or with any insurance policy carried by the Corporation or conflict with any of the rules and ordinances of the local board of health or with any municipal by-law or any provincial or federal statute or regulation.
- (b) Each residential unit shall be occupied and used only as a private single family residence and for no other purpose.
- (c) *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.*
- (d) *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.*
- (e) Owners shall supply to the Property Manager the names and contact information of all residents and tenants of their unit.
- (f) No auction sales, garage sales or public events shall be allowed in any unit or the common elements, unless approved prior to the event by the Board of Directors.
- (g) Only artificial Christmas trees are permitted within the unit;
- (h) No boundary wall, load-bearing partition wall, flooring (concrete, hardwood, ceramic or laminate), concrete ceiling, exterior door, window, bathtub, shower, heating or electrical installation (excluding electrical fixtures) contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided however, that the provisions of this clause shall not require any Owner to obtain the consent of the Corporation for the purpose of painting or redecorating;

The Unit Renovation Policy is available from the Property Manager outlining hours of work, approval processes, elevator booking procedures, contractor responsibilities as well as security requirements.

Simcoe Condominium Corporation No. 37, The Bayclub

- (i) The toilets, sinks, showers, bath tubs and other water apparatus shall not be used for purposes other than those for which they were constructed. No sweepings, garbage, rubbish, ashes or other substances shall be thrown therein. Any damage resulting to them or to other units resulting from misuse or from unusual or unreasonable use shall be borne by the owner, who has, or whose family, guests, visitors, servants or agents have caused such damage.
- (j) No owner or occupant shall overload existing electrical circuits and shall not alter in any way the amperage of the existing circuit breakers;
- (k) Nothing shall be thrown out of the windows or doors or off the balconies of the building.
- (l) Water shall not be left running unless in actual use. Laundry faucets should be turned off when the laundry equipment is not in use.
- (m) All window coverings *shall* be made of a neutral shade (white, cream or beige) or have a neutral shade lining so that a neutral shade is visible from the exterior.
- (n) No articles, fixtures, boot trays or doormats shall be placed at individual doorways leading into any residential unit or in the hallways or permit to be placed or left, anything in the corridor outside the unit;
- (o) No owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his residential unit or adjacent common elements. Owners shall immediately report to the Property Manager all incidents of pests; insects, vermin or rodents and all owners shall fully cooperate with the Property Manager to provide access to each residential unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the building.
- (p) The garden home mailboxes must be in the confined area of the courtyard
- (q) Garden home owners are permitted to plant spring bulbs, annuals, perennials and shrubs up to approx. 36". Rocks up to approximately 12" in diameter may be positioned in existing flower beds. Maintenance and edge trimming of all flower beds in the exclusive use patio areas of the Garden homes are the responsibility of the unit owner.
- (r) No garburator, nor any in-suite garbage disposal equipment or system shall be installed or connected to any plumbing or drainage pipe or system serving any of the dwelling units. Any costs resulting from damage to plumbing pipes, drains and apparatus resulting from such unauthorized installation shall be borne by the owner who has caused such damage.
- (s) No awnings or shades shall be erected over and outside of the windows or balconies without the prior written consent of the Board.
- (t) Tower unit owners who wish to have their carpets cleaned or vents cleaned shall be required to use the services of a cleaning company which has "portable equipment" suitable for a high rise building and which does not require hoses to be mounted to the truck.

Simcoe Condominium Corporation No. 37, The Bayclub

5. BALCONIES /PATIOS:

- (a) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any windows, doors or those parts of the common elements of which the owner has exclusive use.
- (b) No hanging or drying of clothes is allowed on any part of the common elements including those parts of the common elements over which the owner has exclusive use and which can be seen from the street.
- (c) Only seasonal furniture is allowed on any balcony or patio and no balcony or patio shall be used for storage.
- (d) No feeding of birds or placement of bird feeders on balconies is permitted.
- (e) No structure, ornamentation, or planter shall be erected above the height of the front courtyard wall (garden home units) or balcony railings (tower units). All ornamentation shall blend with the existing surroundings. Front porches, patio decks and balconies shall not be used for storage which can be seen from the street.
- (f) All rugs or floor coverings on front porches, patios, balconies or any exclusive use common element area shall be removable and not permanently affixed to the concrete slab with glue or any other bonding products. Nothing shall be affixed to the ceiling.
- (g) Holiday lights may be placed on balconies and terraces from December 1st to January 15th in the next calendar year. Owner is responsible for ensuring proper, safe and reliable connection of all lights to the units electrical supply. The mounting of lights may be by tape, natural or plastic ties or clips. Penetration of exterior brick, siding or wood with rigid hanging devices is NOT permitted.

6. BARBECUES:

- (a) The operation of a barbecue or any open flame device where oxygen is in use for medical purposes is strictly prohibited.
- (b) The operation of a barbecue or any open flame device on a balcony with window enclosures is strictly prohibited.
- (c) Propane fueled barbecues and liquid or propane fueled appliances may be operated on unit balconies and garden home patios if the following rules are strictly complied with:-
 - (i) Prior to the operation of a propane fueled barbecue, liquid or propane fueled appliance the Unit Owner must:-
 - (a) Inform the Property Manager that it is the intent of the owner or resident to make use of same; and
 - (b) Provide the Property Manager with a copy of a written assurance from the Unit Owner's insurance provider that the fire and liability insurance for the unit is in no way invalidated by the use of same.

Simcoe Condominium Corporation No. 37, The Bayclub

- (ii) Operation of any cooking appliance must be carried out with due consideration of the right of adjacent units to enjoy the use of their balcony or patio without being subjected to excessive smoke and odours. In the event that another resident complains that smoke or other fumes from the barbecue are affecting them adversely, the operator of the barbecue must take immediate steps to alleviate the smoke or fumes, up to and including cessation of their barbecue operations.
- (iii) Such equipment must not be operated after 9:00 p.m.
- (iv) The balcony must be open with no closures, walls or windows.
- (v) Propane cylinders must be kept outdoors and may not be stored within a residential unit, locker room or garage space.
- (vi) No more than one propane tank or liquid fuel container shall be located on a balcony or patio at one time.
- (vii) No propane cylinder may be transported in the building elevator if more than one person accompanies the cylinder on the elevator. If possible residents should arrange with the Superintendent or Property Manager to have the elevator put on service during transport of the propane tank in order to avoid the inconvenience of restricting other passengers entering the elevator.
- (viii) The barbecue appliance must be located on the balcony or patio as follows:-
 - (a) No portion of the barbecue and its attached cylinder shall be less than 3ft. (1 metre) on a horizontal plane from any building opening i.e. the sliding doors from the unit to the balcony; and
 - (b) No portion of the barbecue and its attached cylinder shall be less than 10 ft. (3 metres) from any source of ignition other than a starting device incorporated into the barbecue.

7. ELEVATORS AND MOVING:

- (a) Furniture, equipment and bulky goods shall be moved into or out of the building only from the moving room area at the rear Albert Street parking lot, through the building and/or by the elevator designated for such purpose by the Superintendent or the Property Manager. Under no circumstances should the front lobby be used. The pads to protect the elevator should be installed as determined by the Superintendent or the Property Manager, in their sole discretion.
- (b) The time and date of moving or delivery shall be fixed in advance by arrangement and reservation with the Property Manager or the Superintendent. The reservation shall be for a period not exceeding four (4) hours. A reservation agreement shall be signed by the owner or his/her tenant prior to moving, delivery and/or reservation of the elevator.
- (c) Moving into or out of the building shall be permitted only between the hours of 8:00 a.m. and 5.00 p.m. Monday through Friday inclusive and shall not take place on any public holidays.
- (d) With the prior authorization of the Superintendent or the Property Manager, deliveries of appliances or furniture shall be permitted on Saturday between the hours of 9:00 a.m. to 3:00 p.m.

Simcoe Condominium Corporation No. 37, The Bayclub

- (e) An elevator fee and a refundable security/damage deposit, in such amounts and as determined by the Board from time to time, by cheque payable to the Corporation shall be held by the Property Manager when making the reservation and signing the elevator reservation agreement.
- (f) During the term of the reservation and while any exterior doors to the building are open, the owner or tenant making the reservation shall take reasonable precautions to prevent unauthorized entry into the building.
- (g) Corridors, stairwells and the area around the elevator must not be blocked during the period of time when the elevator is being used for moving or deliveries. No boxes are to be left in the recycling/move-in room, they must be removed with the moving/delivery truck or broken down and disposed of in the recycling bin.

8. GARBAGE DISPOSAL

- (a) *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.*
- (b) Garbage disposal rooms and chutes should only be used between 8:00 a.m. to 10:00 p.m.
- (c) Garbage is to be securely wrapped and tied in plastic bags before it is deposited in the chute located in the refuse disposal room on each floor. Bagged garbage shall be of a reasonable size to permit same to travel easily down the chute and shall not be left in the container at the opening to the chute.
- (d) All recyclable material should be taken to the Recycle Room and placed in the appropriate containers.
- (e) No kitty litter, potting soil, diaper refuse, burning material, liquids or other flammable material shall be put down the garbage chute. All such refuse must be double bagged and placed in the appropriately marked container in the Moving room.
- (f) No debris, refuse or garbage shall be left in any common element areas.
- (g) Disposal of large items must be arranged with the Superintendent and such items shall not, in any event, be left outside the Unit.

9. LOCKERS

- (a) Lockers are a common element and all tower units have an assigned locker to which it has the right of exclusive use and possession and which may not be used by anyone other than the assigned unit owner, without their prior consent.
- (b) Each locker space shall be used and occupied for storage purposes and shall not constitute a nuisance or danger to other residents, the units and the common elements. The Board may, from time to time, restrict the categories of items that may be stored or used in such locker units.
- (c) All items must be stored within the caged frame of the allocated locker. Fire Code Regulations prohibit any items from being stored on top or outside of the caged locker frame.

- (d) Upon the sale of a Unit the assigned locker for that Unit is to be posted for a period of one week and other owners are invited to apply for the right to use said locker. The vacant locker will be assigned on the basis of seniority of the residency.

10. PARKING:

- (a) Each parking unit shall be occupied and used only as a private parking space and without restricting any wider definition of motor vehicle as hereinafter may be imposed by the Board, "motor-vehicle" shall be restricted to a single private passenger automobile, station wagon, mini-van, SUV, truck or motorcycle not exceeding 1.9 metres in height. No boat, snowmobile or recreational vehicle, nor any machinery or equipment whatsoever shall be parked or stored on any portion of the parking unit or the common elements.
- (b) No parking areas shall be used for storage purposes, save and except for one personal shopping buggy.
- (c) No vehicle shall be placed, left or parked in or upon the common elements or a parking unit which, in the opinion of the Board or the Property 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. On seventy-two (72) hours' notice from the Property Manager, the owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as directed by the Property Manager, failing which said vehicle shall be removed from the property at the owner's expense.
- (d) All motor vehicles must have a valid current licence plate and be in roadworthy condition and no person shall operate a motorized vehicle within the Property without a proper operating licence.
- (e) No servicing or repairs other than minor emergency repairs shall be made to any motor vehicle or equipment of any kind in the parking unit or on the common elements.
- (f) Owners are liable for any and all damage to their parking space due to leaks of oil, transmission fluid, gas or any other material. Any soiled area is to be cleaned up immediately by the owner, failing which the area will be cleaned by a contractor on behalf of the Corporation, and all costs shall be the responsibility of the owner.
- (g) Each owner or resident, shall provide the Corporation with the make, model and licence number of all motor vehicles driven by residents of that Unit, as well as immediately provide any changes to the above registration. The registry of such information shall be used only for the conduct of Corporation business.
- (h) Owners shall park their vehicle in their exclusive use space and shall not use visitor designated parking area at any time.
- (i) The time limit for parking in the unloading area at the R1 lobby entrance from the garage is a maximum of 20 minutes to unload a vehicle containing articles for an individual unit. Grocery carts are to be returned to the R1 or R2 lobby areas within 20 minutes.
- (j) The front parking lot is for the exclusive use of visitor parking. Any visitor vehicle staying overnight must be registered in writing before 10.00 p.m. and placed in the mail-box adjacent to suite 101. Forms are also available adjacent to Suite 101. Any visitor planning an extended stay of more than seven (7) days must make arrangements with the Property Manager for a rented parking space.

(k) Parking is prohibited in the following areas:-

- i. Fire zones;
- ii. Traffic lanes;
- iii. Delivery and garbage areas; and
- iv. Roadways.

(l) All moving vans, delivery vehicles and contractors using the rear entrance “move-in” doors are required to register with the Superintendent on arrival.

(m) No owner shall lease or permit his parking space to be used by anyone but another resident of the Bayclub and must notify the Property Manager prior to same.

(n) *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 prior written approval of the Board.*

11. PETS

As per Amendment to Declaration registered January 14th, 2005, subsection 12 (c).

1. No animal, livestock or fowl, including but not limited to: dogs, ferrets, reptiles and exotic pets shall be kept or permitted (“Illegal Pet”) in the Common Elements, excluding Exclusive Use Common Elements, except for a single pet cat, a tank of tropical fish or a caged bird (“Permitted Pet(s)”) subject to the following restrictions.

- i) All Permitted Pets, if feasible based on the species, shall wear identification tags attached to them while in the Common Elements;
- ii) All Permitted Pets shall be carried and in the custody of the Owner;
- iii) Guests are not permitted to bring any pets into the Common Elements;
- iv) No Permitted Pet shall be allowed to make excessive noise in the Common Elements. For the purposes of this subsection, “excessive noise” shall be defined as noise considered by the Site Manager or the board of directors to be annoying or disturbing to the reasonable enjoyment of any other Owner; and
- v) Permitted Pets shall not soil or damage any part of the Common Elements whether by defecation, urination or otherwise. In any event, where such soiling or damage occurs, the Owner responsible for the Permitted Pet (the “Permitted Pet Owner”) shall immediately clean the soiled area or rectify the damage. In the event the Permitted Pet Owner fails to clean the soiled area or rectify the damage to the satisfaction of the site manager, the site manager shall have the soiled area cleaned or the damage repaired by the superintendent or such agent hired by the Corporation as the site manager may choose in his or her sole discretion. The Permitted Pet Owner shall be liable for the costs of the cleaning or the repairs and said costs may be added to said Permitted Pet Owner’s Common Expenses and recoverable as Common Expenses of the Permitted Pet Owner’s Unit.

As per Amendment to Declaration registered January 14th, 2005, subsection 15 (d).

2. No Illegal Pet shall be kept or permitted in any Unit or Exclusive Use Common Elements except for a Permitted Pet subject to the following restrictions (for the purposes of this subsection "Unit" shall include Exclusive Use Common Elements owned by the Unit Owner):
 - i) Each Owner who keeps a Permitted Pet within a Unit shall immediately register the Permitted Pet with the site manager. The registration shall include a description of the pet, which may include species, breed, colour, weight and any other distinguishing features;
 - ii) In the event of an emergency in the condominium (such as a fire), the Owner responsible for the Permitted Pet shall have the full responsibility to care for his or her Permitted Pet, control its actions and provide for its safety;
 - iii) No Permitted Pet shall be permitted to make excessive noise in the Unit or emit excessive odor from the Unit. For the purposes of this subsection, "excessive noise" and "excessive odor" shall be defined as noise or smell considered by the site manager or the board of directors to be annoying or disturbing to the reasonable enjoyment of any other Owner.
 - iv) No breeding of Permitted Pets for sale shall be carried out, in or around any Unit;
 - v) Any soiled litter resulting from the clean-up of the defecation or urination of any Permitted Pet shall be well wrapped and deposited in the designated garbage bin located in the R1 level of 181 Collier Street. Under no circumstances shall the said soiled litter be kept or disposed of in any other areas within the Property, nor flushed down any toilet; and
 - vi) If any Owner fails to comply with any of the restrictions set out in this subsection 15 (d) and his or her Permitted Pet is deemed to be a nuisance by the site manager or the board of directors within their sole, absolute and unfettered discretion, the Owner of the Permitted Pet shall be required to permanently remove the Permitted Pet within two (2) weeks receipt of written notice from the site manager or board of directors.

Simcoe Condominium Corporation No. 37, The Bayclub

12. RECREATION FACILITIES:

12.1 GENERAL:

- (a) The recreation facilities includes the following: indoor swimming pool, hot tub, exercise room, change rooms and sauna, billiard room, library, squash court, tennis court, workshop, hospitality suite and guest suite. The hospitality suite and guest suite are restricted to use only with a written booking agreement.
- (b) The recreation facilities are for the sole use and enjoyment of residents of the Bayclub and their guests. All guests using the recreation facilities must be accompanied by a resident or a guest pass at all times.
- (c) Unit owners who do not reside at the Bayclub and who have leased their unit to a tenant shall be deemed and considered a non-resident owner. During the period of occupancy by the tenant, non-resident owners shall be prohibited from using the building recreational facilities.
- (d) All recreation facilities are at all times unsupervised and residents and their guests use them at their own risk. The Board or agents of the board are not responsible for accidents, lost or stolen property or any other damages to persons or property.
- (e) Residents are responsible to ensure that their guests are fully aware of all recreation facilities rules and regulations. Residents will be held responsible for the conduct of guests using the recreation facilities.
- (f) Most amenities are available for use daily from 8:00 a.m. to 10:00 p.m., Monday to Friday and from 9:00 a.m. to 10:00 p.m. on week-ends and holidays or such other hours as may be posted by the Property Manager, or as may be designated by the Board.
- (g) Appropriate footwear and clothing, is required over bathing suits and shall be worn when passing through common areas, including the lobby and elevators, for anyone walking to and from recreational facilities.
- (h) The use of the recreation facilities may be restricted during organized activities of the Corporation and/or the Social Committee.
- (i) Any individuals using the recreation facilities may be requested to provide proof of identity. Similarly proof of age may be requested from responsible parties in the case of young persons.
- (j) Children under the age of 16 must be accompanied by and under the supervision and responsibility of an adult aged 18 or over, subject to the individual rules specified for each of the recreation facilities.
- (k) The Board reserves the right to disallow, displace or disapprove of any group activity if the activity is not properly organized, is not consistent with the Condominium Act, the Declaration, by-laws or rules of the Corporation, or make a decision on the availability of facilities in light of conflicting requests.
- (l) With the exception of non-alcoholic beverages in plastic containers, smoking, drinking or eating in the swimming pool, hot tub, exercise room, change rooms, saunas, squash court and billiard room is prohibited.
- (m) The Corporation accepts no responsibility for any items left in the recreational area by residents or guests.
- (n) No one shall wear any wet or muddy footwear in any of the indoor recreational facilities.

12.2 BILLIARD ROOM/SQUASH COURT/TENNIS COURT:	R2 Level
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- (a) Use of the billiard room, squash court and tennis court is for the sole use and enjoyment of the residents of the Bayclub and their guests. All guests must be accompanied by a resident or a guest pass at all times.
- (b) Players may reserve the billiard room, squash court or tennis court by entering their name and unit number on the reservation form provided on the room door. Courts may be reserved for a one time period per day, per unit, and not more than three (3) days in advance. Reserved playing time is sixty (60) minutes. After ten (10) minutes an unoccupied, but reserved time, will be free for others to use. All courts are to be locked after use.
- (c) Residents are responsible to ensure that their guests are fully aware of all recreational facility rules and regulations. Residents will be held responsible for the conduct of guests using the recreational facilities.
- (d) Persons under fourteen (14) years of age are not permitted to use the billiard table.
- (e) The use of the billiard table by any person under sixteen (16) years of age is prohibited unless accompanied by and under the supervision and responsibility of an adult aged eighteen (18) or over.
- (f) No food or beverages are permitted on the billiard table.
- (g) Proper use of the facilities is required at all time. Jumping balls on the billiard table or sitting on the edge of the table is not permitted.
- (h) Only rubber flat soled shoes which will not mark or damage the tennis court or the squash court floor are to be worn when using the squash court and tennis court.
- (i) *Shirts must be worn at all times.*

12.3 EXERCISE ROOM/CHANGE ROOMS/SAUNA - R2 Level
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- (a) Use of the exercise room, change rooms and sauna are for the sole use and enjoyment of the residents of the Bayclub and their guests. All guests must be accompanied by a resident or a guest pass at all times.
- (b) Users of the exercise equipment do so at their own risk. Simcoe Condominium Corporation no. 37 accepts no responsibility for any damage or injuries suffered by anyone arising from the use of this equipment.
- (c) Residents are responsible to ensure that their guests are fully aware of all recreation facilities rules and regulations. Residents will be held responsible for the conduct of guests using the recreational facilities.
- (d) The user is responsible to familiarize him/herself with the proper and safe operation of the equipment and prior to using the equipment to obtain advice from a qualified medical practitioner that the use of this equipment would not constitute a danger to the user's health.

Simcoe Condominium Corporation No. 37, The Bayclub

- (e) The use of the exercise equipment by any person under 16 years of age is prohibited unless accompanied by and under the supervision and responsibility of an adult aged 18 or over.
- (f) No person shall use the exercise equipment in bare feet or socks.
- (g) *Shirts must be worn at all time when using any exercise equipment or the table-tennis table.*
- (h) Equipment use is limited to 30 minutes per session per piece of equipment if other residents are waiting.
- (i) The equipment, after being used, must be returned to its original place and must be wiped down.

12.4 GUEST SUITE – R1 level

- (a) A guest suite is available for use of residents at a rate and upon such other terms and conditions as may be determined by the Board from time to time.
- (b) Guest suite reservations by other than a resident are not permitted.
- (c) No-one shall have access to the guest suite without a reservation for the use thereof obtained from the Property Manager or an authorized representative of the Corporation. Reservations are on a first come/first served basis.
- (d) No-one may reserve the use of the guest suite more than three (3) months in advance or for a period in excess of seven (7) consecutive days. An extension of this period may be arranged if the guest suite is available and with the prior written approval of the Board.
- (e) Children under the age of sixteen (16) years of age are not permitted to occupy the guest suite without direct supervision of an adult.
- (f) Residents who reserve the guest suite shall be responsible for its use by his/her guest(s) and shall be responsible for any damage to the guest suite, its furnishings and/or theft or loss of property therein caused by his/her guest(s).
- (g) The guest suite key and a front door access fob should be picked up from the Property Manager by the resident making the booking. Upon the guest vacating the guest suite, the resident must ensure that the suite is locked and that the keys and door fob are returned to the Property Manager, or in their absence the Superintendent. In the event the keys and door fob are not returned the resident making the booking shall be responsible for the cost of replacing same.
- (o) Guests may use the recreation facilities only when accompanied by a resident or a guest pass. Residents are responsible to ensure that their guests are fully aware of all recreational facilities rules and regulations. Residents will be held responsible for the conduct of guests using the recreational facilities.
- (h) No pets are permitted in the guest suite.

12.5 HOSPITALITY SUITE - R1 Level

- (a) A hospitality suite is available for use by residents for private functions at a rate and upon such other terms and conditions as may be determined by the Board from time to time.
- (b) The hospitality suite may be reserved by a resident. Reservations by other than a resident are not permitted. No reservation may be made more than three (3) months in advance without the prior written consent of the Board.
- (c) No-one shall have access to the hospitality suite without a reservation for the use thereof obtained from the Property Manager or from an authorized representative of the Corporation. All reservations are made on a first come/first served basis.
- (d) No-one reserving the hospitality suite shall permit its use by any non-resident group unless the resident is a member of such group and is present at all times.
- (e) The resident of the unit hosting the function shall be in attendance at all times while the hospitality suite is in use and shall be responsible for guests' and visitors' behaviour and liable for any and all damage to the hospitality suite, its furnishings and/or theft or loss of property therein.
- (f) The event is restricted to the hospitality suite and the washroom immediately adjacent to the hospitality suite and does not include use of other recreational facilities.
- (g) Door exits must be kept free from obstructions at all times.
- (h) No pets are permitted in the hospitality suite.
- (i) In-House Activities: The Board reserves the right to permit exclusive use of the hospitality suite without an agreement, deposit or fees for activities or events of a social or recreational nature operated by the Social Committee or other groups or clubs for the benefit of the residents of the Condominium.
- (j) The Corporation is not responsible for loss or damage to any personal property or for personal injury to homeowners or guests, however caused.

12.6 SWIMMING POOL/HOT-TUB

- (a) The use of the swimming pool and hot tub is for the sole use and enjoyment of the residents of the Bayclub and their guests. All guests using the swimming pool or hot tub must be accompanied by the resident they are visiting or a guest pass at all times.

The swimming pool and hot tub is unsupervised and bathers under sixteen (16) years of age are not allowed within the pool enclosure, or to use the swimming pool or hot tub, unless accompanied by and under the supervision and responsibility of an adult aged eighteen (18) or over;

- (b) Each bather shall take a shower using warm water and soap and thoroughly rinse off all soap before entering or re-entering the pool deck area.
- (c) *Swim attire designed for swimming such as proper swim shorts, 1-piece or 2-piece swim suits, must be worn in the swimming pool, hot tub and sauna. Cut-off jeans, thongs or swimming attire of see-through material are not permitted.*
- (d) *For health reasons and to avoid unnecessary pool closures, babies and toddlers must wear "swim diapers" (i.e. Huggies Little Swimmers) in the pool and on the pool deck.*
- (e) The use of oils, lotions or creams is not permitted in the pool or hot-tub.
- (f) No person infected with a communicable disease or having open sores on his or her body shall enter the pool or hot tub.
- (g) Music equipment, water toys, floats, Frisbees, balls or toys are not permitted in the pool, the hot tub or the pool deck area, unless being used in conjunction with a formal building sanctioned exercise class.
- (h) There is to be no boisterous play, running, jumping, pushing, or diving in the pool, hot-tub or pool deck area.
- (i) Pool and hot tub equipment controls are pre-set and shall not be adjusted by anyone other than authorized maintenance staff.
- (j) Residents are responsible to ensure that their guests are fully aware of all recreation facilities rules and regulations. Residents will be held responsible for the conduct of guests using the recreation facilities.

12.7 WORKSHOP – R1 Level

- (a) Use of the workshop is restricted to residents and their guests. A key for the workshop can be obtained by a resident from the Management Office upon execution of a User Agreement acknowledging the terms and conditions of use for such room and equipment.
- (b) *Contractors are not permitted to use the workshop.*
- (c) *Residents using the workshop agree not to perform work for any purpose other than for their own use or for the use of other Bayclub residents.*
- (b) The workshop is unsupervised by the Corporation. All residents and guests using the workshop must do so at their own risk. Residents are cautioned that the equipment can be dangerous and that they must use safe handling procedures for all equipment within the workshop.
- (c) Any person under the age of eighteen (18) must be personally supervised by an adult resident who is present at all times when the minor is in the workshop.
- (d) Residents are responsible to ensure that their guests are fully aware of all workshop rules and regulations. Residents will be held responsible for the conduct of guests using the workshop.
- (e) Residents placing items such as, but not limited to, tools, work tables or equipment in the workshop may do so on the understanding that it is for the use of all residents. The Corporation accepts no responsibility for any items left in the workshop by residents.
- (f) The workshop is intended for repairs or refurbishment of furniture, household ornaments, and hobby or craft purposes only; it is not to be used for business purposes, children’s playroom, or to repair any mechanical devices or automotive parts.

13. SAFETY & SECURITY:

- (a) Each unit has been issued two (2) common element keys and two (2) door access fobs at no charge. Additional keys and/or fobs may be obtained from the Property Manger upon payment of such fee as may be determined by the Board from time to time.
- (b) If an automatic door fob or automatic garage door opener is lost, the owner shall promptly inform the Property Manager or the Superintendent so that it can be deactivated.
- (c) The Property Manager may deactivate any automatic door fob at any time if it is felt that the card poses a security risk.
- (d) The Board shall have the authority from time to time to restrict the number of building access fobs and/or common element keys issued to unit owners and to set policies regarding replacement of such keys and/or fobs from time to time.
- (e) The Superintendent and Property Manager have been directed by the Board to question any person who does not appear to be accompanied by a resident or in possession of a guest pass. Any person not co-operating in this manner will be asked to leave and the Police will be contacted if deemed necessary.

- (f) In case of emergency the Corporation shall retain a key to all locks to each unit. No owner shall change any lock or place any additional locks on the doors to any unit, or in the unit, without immediately providing to the Corporation a key for each new or changed lock. Any owner who does not provide a key to the Management Office shall be responsible for all damages incurred in entering the unit in case of emergency.
- (g) If guests are given permission to occupy a residential unit during a resident's absence, the Property Manager shall be notified in writing of the name of such guests, dates of occupancy, door fob access, and their automobile licence numbers.
- (h) Building access or fire doors shall not be left unlocked or propped open at any time.
- (i) No one shall admit any visitors or tradesmen to the building unless such visitors or tradesmen are known to such person, or are on business with making a delivery to such person. Residents shall immediately report any suspicious person(s) seen on the Property to the Superintendent or the Property Manager.
- (j) Residents shall not lend or give their door access fobs to non-residents to allow access to the building unless such information has been provided to the Property Manager.
- (k) No owner shall disconnect, *remove*, tamper with or alter any fire equipment within their unit or on the common elements, *this includes a smoke detector, carbon monoxide detector, annunciation speakers or unit door self-closing devices.*
- (l) During the term of an elevator reservation or delivery through the Moving Room, and while any exterior doors are in an open position, the Owner or persons reserving the elevator or receiving the delivery shall take precautions to prevent unauthorized entry into the building.
- (m) Persons entering or exiting the underground parking garage are asked to wait until the garage door closes to ensure no unauthorized persons enter the garage.
- (n) The Property Manager or Superintendent will not provide access to any suite without the prior approval of the resident except in emergency situations or in cases of suspected sickness.

14. TENANCIES

- (a) No lease of a unit shall be for an initial term of less than *twelve (12)* consecutive months without the prior written approval of the Board.
- (b) *No hotel, boarding or lodging house, transient use, time-sharing or dormitory use, and/or no short-term rental under twelve (12) months shall be permitted with respect to any unit.*
- (c) *No Owner of a unit shall allow a tenant to sublet the unit to another tenant.*
- (d) The Lease shall contain a clause that confirms that the Tenant has received a copy of the Declaration, By-Laws and Rules and Regulations of the Corporation and an acknowledgement that the Tenant has agreed to abide by same.

Simcoe Condominium Corporation No. 37, The Bayclub

- (e) Unit owners who do not reside at the Bayclub and who have leased their unit to a tenant shall be deemed and considered a non-resident owner and during the period of occupancy by the tenant, non-resident owners shall be prohibited from using the building recreational facilities.
- (f) Upon entering into any lease of their unit and prior to the tenant occupying the unit, the owner shall, within ten (10) days provide the Property Manager with the following:-
 - 1. Notification to the Corporation that the unit is leased;
 - 2. Provide the Corporation with the Tenant's name, the owner's address for service and a copy of the lease or renewal or summary of it in the form required by the Condominium Act, 1998, a copy of which is available from the Manager;
 - 3. Arrange for the tenants to attend at the Property Management Office to complete a copy of the Resident Data Form, Elevator Booking arrangements and completion of a Fob Activation Request.
 - 4. Such other information as the Board may reasonably determine from time to time.
- (g) All changes of occupancy or terms of lease must be reported to the Property Manager by the Owner thirty (30) days prior to the effective date of any such change.
- (h) Upon termination of the Tenancy Agreement the owner shall be responsible to the Corporation for recovering all common element keys, entrance fobs and electronic garage door openers initially provided to such tenant and for any additional costs incurred by the Corporation by reason of the owner's failure to comply with this rule.

15. UNIT RENOVATIONS

The Unit Renovation Policy is available from the Property Manager outlining hours of work, approval processes, elevator booking procedures, contractor responsibilities as well as security requirements.

- (a) Prior to commencement of work, owners are required to submit in writing a Renovation Request to the Property Manager detailing the work that is being considered so that the Board can review and approve the renovations. This requirement is essential to ensure that proposed renovations would not have an adverse effect on common areas or other units i.e. noise levels, plumbing, electrical circuits, and load bearing walls.
- (b) Work cannot proceed until approved by the Board, or their authorized representative. All requests will be reviewed and responded to as quickly as possible. Once approved Owners are responsible for obtaining any required permits and having any necessary inspections performed.
- (c) No boundary wall, load-bearing partition wall, flooring (concrete, hardwood, ceramic or laminate), concrete ceiling, exterior door, window, bathtub, shower, heating or electrical installation (excluding electrical fixtures) contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided however, that the provisions of this clause shall not require any Owner to obtain the consent of the Corporation for the purpose of painting or redecorating; As per Rule #3(e).
- (d) Renovations or activities within units save and except any emergency repairs, which requires the use of tools which create noise or which may disturb residents in any way will only be permitted between 8.00 am. And 6.00 p.m. Monday through Friday only or such other hours as may be determined by the Board. No work may be conducted on week-ends or holidays.

Simcoe Condominium Corporation No. 37, The Bayclub

- (e) All electrical and plumbing installations and repairs shall be carried out by a licenced tradesperson and will only be carried out with the prior written approval of the Board or their authorized representative.
- (f) All debris such as sinks, toilets, old carpet, cupboards, drywall and renovation garbage is to be removed from the site. No debris of any kind is to be placed in the Corporation garbage bins or littered in or upon the common elements.
- (g) Owner is responsible for providing access to the building for their contractor(s) and shall advise all trades people to enter through the rear doors, (West parking lot off Albert Street). The correct procedure is to have them call you on the enter phone. You will then advise the Superintendent, or in his absence the Property Manager, when contractor is on site to co-ordinate opening of the rear doors.
- (h) Contractor/Trade parking will be discussed with the Superintendent, or in his absence the Property Manager, upon arrival. No more than one visitor parking spot in the rear parking lot may be used by a trade during renovations without the approval of the Superintendent or the Property Manager.
- (i) Owner shall ensure that during the renovations that other residents and their visitors are granted unobstructed right of access through the common elements.
- (j) Owner is responsible for security of the areas accessed during construction/renovation and shall ensure that the common area doors are not propped open.
- (k) All flooring materials must be installed by an experienced contractor and in accordance with the specifications approved by the Board with respect to the requirements for levelling products and sound insulation materials as per unit renovation guidelines.
- (l) No owner shall make any alteration, addition or change to a unit that may impact upon the common elements of the Corporation or any other unit or that may affect any building services (including the consumption of utilities) without the prior written consent of the Board.
- (m) Owner is responsible for ensuring that during renovation work all units and building fire separation protection is maintained and not compromised in any way. (I.e. any holes cut in walls, ceilings, and floor must be closed and sealed to maintain fire separation in accordance with Fire Code and Building Code regulations).