

Rules for Bayshore Landing

SCC 159

140 Dunlop Street East

Barrie, Ontario

May 15, 2018

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1. **INTRODUCTION**

- 1.1 The following rules ["Rules"] made pursuant to the Condominium Act of Ontario, 1998, S.O. 1998, c. 19, and the regulations made thereunder, as amended, shall be observed by all present and future Owners and any other persons occupying the unit, including, without limitation, family members, household members, Residents, and tenants, and by all guests, invitees, licensees, and employees. All prior existing rules are repealed.

2. **DEFINITIONS**

- 2.1 "**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.
- 2.2 "**Amenities**" means the Party Room, Fitness Room, Swimming Pool, Sauna, and Spa.
- 2.3 "**Board(s)**" means the Board of Directors of the Corporation(s).
- 2.4 "**Common Elements**" means all parts of the property except the dwelling units, locker units, and parking units.
- 2.5 "**Corporation**" means Simcoe Condominium Corporation No. 151 and/or Simcoe Condominium Corporation No. 159.
- 2.6 "**Condominium Manager**" or "**Condominium 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.
- 2.7 "**Owner**" or "**Unit Owner**" means "Owner" as defined by the Act.
- 2.8 "**Parking Unit**" means a designated parking space or spaces within the property.
- 2.9 "**Pet**" means dog, a domestic cat, caged bird, or fish.
- 2.10 "**Resident**", "**Tenant**", "**Occupant**" means anyone who is a resident in any dwelling unit in the Corporation, for any length of time, and includes, but is not limited to, an Owner residing in a unit, tenants, temporary guests, or anyone who is permitted to reside in a dwelling [residential] unit for any period of time by the Owner or tenant of the unit.
- 2.11 "**Security**" means personnel responsible for safekeeping of Residents; they report directly to the Condominium Manager or Condominium Management.
- 2.12 "**Superintendent**" means personnel responsible for day-to-day operation and maintenance of the building, he/she reports directly to the Condominium Manager or Condominium Management.
- 2.13 "**Tenant**" means the same as defined in the Ontario Residential Tenancies Act, 2006 S.O. 2006 c.17 and all regulations made thereunder and any amendments to said Act and regulations and any successor legislation.

- 2.14 “Unit”, “Suite” means a dwelling unit, being Units 1 to 11 inclusive on Levels 3 to 13 inclusive, units 1 to 9 inclusive on Level 14, and units 1 to 5 inclusive on Level 15 of Simcoe Standard Condominium Corporation No. 151 and No. 159.
- 2.15 Unless otherwise specified, the terms used herein shall have ascribed the definitions contained in the Act.
- 2.16 These Rules shall be read with all changes in gender and number required by the context. The heading in these Rules form no part of the Rules and have been inserted for the convenience of reference only.

3. GENERAL RULES GOVERNING THE CONDOMINIUM

- 3.1 Use of the common elements and units shall be subject to these Rules and any additional rules which the Board may make from time to time to promote the safety, security, and welfare of the Owners, and of the property and assets of the Corporation or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements, units, and assets of the Corporation.
- 3.2 Rules deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners and residents, respective family members, tenants, guests, invitees, licensees, customers, employees, and agents.
- 3.3 Each Owner and Resident of the Corporation shall be responsible for the acts and/or omissions of their respective family members, tenants, guests, invitees, licensees, customers, employees, and agents.
- 3.4 Any losses, costs or damages incurred by the Corporation (including, without limitation, legal costs) by reason of a breach of the Act, or the Declaration, By-laws, and Rules or by reason of any litigation against the Corporation without obtaining a judgement against the Corporation, by any Owner and/or Resident, or by the respective family members, tenants, guests, invitees, employees or agents of the Owner and/or Resident or any of the foregoing shall be borne and paid for by such Owner of the unit and shall be deemed to be additional contributions towards the common expenses payable by such Owner and shall be recoverable as such.
- 3.5 No one shall injure, harass, threaten, annoy, or initiate any defamatory, threatening, hateful, or discriminatory statement or action, or participate in any illegal activity or harmful conduct toward any Owner, Resident, Board member, Manager, employee of the Corporation, or contractor retained by the Corporation. Harassment consists of any verbal or written statement, action, or behaviour which is intimidating, threatening, violent or which causes physical or psychological harm, fear, humiliation or embarrassment, objectively determined on a reasonable basis, including any statement, action, or behaviour which a person knows or reasonably ought to know would be unwelcome and offensive, including without limitation, any verbal abuse, insulting comment, joke, gesture, conduct, or touching or which would constitute workplace harassment or sexual harassment as set out in the Human Rights Act.

4. UNITS AND COMMON ELEMENTS

- 4.1** Shirts, shoes, and appropriate attire must be worn at all times in the common elements of the building.
- 4.2** Each locker unit shall be used for storage purposes only. The Board of Directors may restrict the categories of items that may be stored or used in such locker units. No items may be stored on top of, or adjacent to any locker.
- 4.3** No sign, advertisement or notice shall be inscribed, painted, affixed, or placed on any part of the inside or outside of the building or common elements whatsoever without the prior written consent of the Board of Directors.
- 4.4** All electrical and plumbing installations and repairs must be carried out by a licensed tradesperson. Any such installation or repairs affecting common elements will only be carried out with the prior written approval of the Corporation. All licensed tradespersons shall be covered by liability insurance and copy of such insurance shall be deposited with the Manager.
- 4.5** No building, 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 and exclusive use common elements.
- 4.6** All draperies, curtains, or other window coverings in or over the windows or glass doors of the dwelling unit shall be such that the backing or the exterior surface thereof facing only to the window are off-white or white in colour.
- 4.7** No awnings, shades, or shutters shall be erected over the outside of any windows, patios and/or balconies, nor shall any exterior door(s) be removed, replaced, or changed in any way without the prior written consent of the Board(s).
- 4.8** No television antenna, aerial, satellite dish, tower or similar structure and similar appurtenances thereto shall be erected on or fastened to any unit or to any exclusive use common element appurtenant to a unit, or any other part of the common elements except when authorized by written consent of the Board(s).
- 4.9** No landscaping shall be installed on any part of the common elements over which any occupant has the exclusive use thereof without the prior written approval of the Board(s) and in accordance with the specific requirements of the Municipality.
- 4.10** No one shall harm mutilate, destroy, alter, uproot, or litter any of the landscaping work including grass, trees, shrubs, hedges, flowers, or flower beds, and no one shall climb any tree, shrub, or fencing anywhere on the common elements.
- 4.11** Door-to-door canvassing or soliciting by anyone, resident, or non-resident, is not permitted on any part of the property other than candidates or their authorized representatives for Election to Federal, Provincial, or Municipal governments or school boards for the purpose of canvassing or distributing election material except where designated by Condominium Management or the Boards of Directors.

- 4.12 Only artificial Christmas Trees are permitted in the building. Real Christmas Trees shall not be permitted in the building.
- 4.13 No hanging or drying of clothes, linens, carpets, or other articles is allowed in the common elements or upon the exclusive common elements – balconies, terraces, or roof.
- 4.14 The common elements, including the exclusive use common element balconies, terraces and roof, shall not be used for the purpose of storage,
- 4.15 All those parts of the common elements over which the occupant has exclusive use shall be maintained in a clean and wholesome condition by the Occupant. The Corporation may contract for the periodic sweeping/ power washing of the underground parking areas.
- 4.16 No persons not specifically authorized by Management shall enter on the roofs of any of the buildings.
- 4.17 No portable or window air-conditioning unit [or accessories thereto] shall be installed within any unit or common area element.
- 4.18 Neither auction nor garage sale shall be held in the units or on any part(s) of the common elements.
- 4.19 In the event of any breakdown of the electrical, mechanical, heating or plumbing systems, the Corporation will not be liable or responsible for damages, personal discomfort, or any illness arising therefrom, but the Owner, the Corporation, or an insurer of either will carry out all necessary repairs with reasonable diligence.

5. TENANCIES

- 5.1 No hotel, boarding, or lodging house, transient use, time-sharing, or dormitory use shall be permitted with respect to any unit.
- 5.2 For the purposes of the Rules, any “transient” use of the unit includes, without limiting its general meaning, the use or occupancy of a unit for more than one (1) period of less than six (6) months in any particular period of twelve (12) consecutive months.
- 5.3 The initial term of any lease or sublease shall be for a period of not less than one (1) year, except where the Owner intends to complete a sale of the unit upon the expiry of the lease, in which case, the lease may be for a term of less than six (6) months. All tenancies for units shall be in writing.
- 5.4 No unit shall be occupied under a lease or a renewal thereof unless prior to the tenant being permitted to occupy the Unit, the Owner shall have delivered to the Corporation a completed “Tenant Information Form” [Form 11367E] to the management office together with a signed “Acknowledgement and Undertaking” and an executive copy of the application/offer to lease and the lease itself. The foregoing documentation shall be supplied promptly and without charge to the Corporation.

- 5.5** Upon entering into a lease the Owner shall deliver to the tenant a copy of the Corporations Declaration, By-laws, Rules, and Policies.
- 5.6** Prior to anyone moving into a unit, the Owner shall supply to Condominium Management, the Owner's current address and telephone number during the period of occupancy by a tenant for service of notices. Each Owner shall complete the Owner's "Acknowledgement and Undertaking" Form and "Resident Information Sheet", and both must be subsequently revised when required. This information is kept totally confidential and is necessary for the safety and security of the Residents of the Corporation.
- 5.7** If a lease of a unit is terminated and not renewed, the Owner shall notify the Corporation in writing within seven (7) days thereafter.
- 5.8** Any person who is engaged in the operation of a commercial or transient use anywhere on the Corporation's property (such as, by way of example, the operation of a hotel business), which is prohibited by the Act, the Declaration, the By-laws, or the Rules, shall be deemed a trespasser and entry to or upon the common elements may be expressly denied by the Corporation.
- 5.9** No unit shall be occupied and used for any purpose other than residential and no portion of the unit shall be partitioned or subdivided for any other use or for multiple family use as defined according to the City of Barrie's Zoning By-law.
- 5.10** In circumstances where efforts to obtain compliance of the Owner/Resident with this rule are unsuccessful, the Corporation, with the assistance of legal counsel, will enforce the Rule by legal means, including, but not limited to, the termination of the tenancy license arrangement in accordance with enforcement proceedings pursuant to the Condominium Act and in such event, the Owner shall be directly responsible to reimburse the Corporation for its full legal costs on a substantial indemnity basis.
- 5.11** Notwithstanding these Rules, and subject to the Condominium Act and the Declaration, By-laws, and other Rules of the Corporation, these Rules are not intended to prevent an Owner from renting out a portion of his or her unit if the Owner will continue to reside personally in the unit with the Tenant.
- 5.12** A unit which is subject to a lease may not be sublet by the Tenant and the Owner may not consent to a sub-lease of a unit; unless the Owner's complies with these Rules, with necessary modifications (i.e. as though references to "tenant" are references to "sub-tenant" and references to "lease" are references to "sub-lease", etc.).
- 5.13** A lease may not be assigned by a Tenant and Owner may not consent to an assignment of a lease unless the Owner complies with these Rules, with necessary modifications.
- 5.14** Tenants' use, and their guests' or visitors' use and occupation of the dwelling [residential] unit and use of the common elements, is subject to strict compliance with the Declaration, By-laws, and Rules made from time to time by the Corporation and the Unit Owner shall be jointly responsible with any of the above for any and all infractions.
- 5.15** The Unit Owner shall remain directly responsible to the Corporation for all common expenses assessments and any other charge the Board(s) of Directors may direct to the unit notwithstanding the leasing of the unit and in this regard, provided that the Owner

has been notified by ordinary prepaid post to his/her address for service, the Unit Owner shall be responsible for any legal and other costs incurred by the Corporation in seeking to obtain a Tenant's compliance with the Declaration, By-laws, and Rules of the Corporation. Any court proceedings may include application for eviction of the Tenant, all costs to be assessed, and collection as above-stated.

- 5.16** All changes of occupancy or terms of leases must be reported to the Condominium Management Office by the registered Owner thirty (30) days prior to the effective date of any such change. Failure to comply with Section 83 (1) and 83 (2) of the Act may result in Court action including application for the eviction of tenants.
- 5.17** The invalidity of any provision of a Tenancy Rule shall neither impair nor affect in any manner the validity and enforceability or effect of the balance thereof. No rule, restriction, condition, obligation, or provision contained in a Tenancy Rule shall be deemed to have been abrogated or waived by reason of the number of violations or breaches thereof which may occur.
- 5.18** The tenant shall upon the termination of the Tenancy Agreement relinquish possession of the rented premises and further shall surrender all keys relating to the rented premises, entrance doors to the Owner's suite, electronic garage door openers, access cards, and any other electronic device to the rented premises, to the said building, or to the recreation facilities to the Owner or his/ her authorized Agent.
- 5.19** All covenants entered into by more than one Tenant shall be construed as both joint and several.
- 5.20** The Tenants shall obtain the written consent of the Owner and the Board(s) of Directors in accordance with the rules before bringing any stove or oven, refrigerator, washer, dryer, dishwasher, or any other similar or major appliance into the rented premises or building.
- 5.21** In the event of a corporation-related emergency requiring repairs or other immediate attention, the Tenant shall forthwith notify the condominium management and the Owner or his duly authorized Agent of such need for repairs or immediate action.
- 5.22** The Tenant shall forthwith notify the owner or his duly authorized Agent of the need for non-emergency repairs.
- 5.23** No water beds shall be brought into, on, or be used in the rented premises without the prior written consent of the Corporation and the Owner or his/her authorize Agent. All damages to the rented premises and/or any other areas of the property or the other units, resulting from leaks, bursting or other flow of water from any such water bed shall be the joint and several responsibility of the Owner and Tenant who shall indemnify the Corporation against all loss, cost, damage, and injury occasioned thereby forthwith on demand.

6. HOARDING OR EXCESSIVE ACCUMULATION OF GOODS

6.1 No one shall use, store, or permit the prolonged storage of garbage or degradable matter, an accumulation of excessive paper or any item in any unit or on the common elements which may, in the sole and absolute discretion of the Board, overload the structure or constitute a fire, health, or safety hazard (the “the Hazard”). If an Owner and/or Resident creates a Hazard and does not rectify and/or remedy the Hazard to a standard that is approved by the Board within a reasonable time, then the Corporation shall be permitted to enter the unit and/or exclusive use common elements appurtenant to the unit upon reasonable notice (or forthwith, in the case of an emergency) and rectify and/or remedy the Hazard, In such event, the Owner shall reimburse the Corporation in full from the cost of rectifying and/or remedying the Hazard including, but not limited to, any clean-up costs and legal costs and same shall be recovered by the Corporation in the same manner as common expenses, or in any other lawful manner.

7. AMENITIES

7.1 Hours of Operation

The hours of operation of all amenities are as follows, or as otherwise determined by the Boards from time to time:

Swimming Pool and Sauna

Open: 5:00 a.m. to 10:00 a.m.
 Closed: 10:00 a.m. to 11:00 a.m. (closed for cleaning)
 Open: 11:00 a.m. to 10:00 p.m.

The Swimming Pool and Sauna will not be open on Christmas Day and New Year’s Day.

Exercise Room

Open 24 hours a day

Party Room

Sunday to Thursday

Open: 9:00 a.m. to 12:00 midnight

Friday and Saturday

Open: 9:00 a.m. to 1:00 a.m.

The Party Room will not be open on Christmas Day and New Year’s Day.

7.2 General Rules Governing All Amenities

7.2.1 Residents, visitors, and staff shall turn off all lights after each use of any parts of the amenities.

- 7.2.2 While in the amenities, guests under the age of 16 years of age must be accompanied at all times by an adult Resident who shall be a minimum of nineteen (19) years of age.
- 7.2.3 Cover-up clothing and shoes must be worn to and from the pool and exercise room. Otherwise street clothing and shoes must be worn in all common elements, excluding exclusive use common elements.
- 7.2.4 Smoking is *never* permitted in any of the amenities.
- 7.2.5 Food *including beverages* is not permitted in any of the Amenities and common elements with the exception of water in a metal or plastic unbreakable container or water bottle unless written approval is provided by the Board of Directors or Condominium Management. Water is not permitted in the Sauna.
- 7.2.6 All posted signs, procedures, and safety precautions must be strictly followed at all times.
- 7.2.7 Any person(s) abusing the rules of the amenities may have their privileges revoked, temporarily or permanently, by the Board of Directors.
- 7.2.8 The costs of equipment repairs resulting from misuse, willful damages or abuse, etc. will be charged directly to the Owner(s) of the unit.
- 7.2.9 Rollerblading, skateboard, ball throwing, street games (e.g. ball hockey, soccer), and other similar activities are strictly prohibited in the common elements or any parking unit(s).
- 7.3 **Exercise Room**
- 7.3.1 The Exercise Room is provided for the use of Residents. A maximum of one (1) guest may accompany a Resident to use the Exercise Room, provided no other Resident is prevented from using the equipment.
- 7.3.2 A machine (e.g. stationary bike, rowing machine, Stairmaster, treadmill) can be used a maximum of thirty (30) minutes each if another Resident is waiting.
- 7.3.3 The equipment, after being used, must be returned to its original place.
- 7.3.4 The equipment, after being used, must be wiped down with the anti-bacterial wipes provided by the Corporation.
- 7.3.5 For safety reasons, the use of the Exercise Room by any person under twelve (12) years of age is prohibited.
- 7.3.6 Persons using the free weights are strongly recommended to have a second person acting as a spotter at all times.
- 7.3.7 Only sports shoes (not worn outside) must be worn by anyone using the Exercise Room. Sandals, slippers, thongs, etc. are not acceptable. Bare feet or stockings or socks are not permitted.

7.3.8 No food is allowed in the Exercise Room. No glass containers are permitted in the Exercise Room.

7.3.9 The use of the Exercise Room and equipment found therein is at the user's risk.

7.4 Swimming Pool and Spa

7.4.1 The swimming pool and spa are unsupervised and are used at one's own risk. The pool regulations posted in the swimming pool area must be referred to prior to use of the swimming pool.

7.4.2 Residents under sixteen (16) years of age and all guests must be accompanied by an adult resident at all times. A maximum of 4 guests per suite is permitted provided that the maximum permitted occupancy of the pool is not exceeded.

7.4.3 Individuals lacking toilet training are not permitted to use the swimming pool or spa unless wearing appropriate swim pants/ diapers designed for use in swimming pools. The changing of diapers in the swimming pool or spa is not permitted.

7.4.4 Prior to entering the pool and spa, showering with warm water and soap is compulsory. Rinsing off thoroughly is expected.

7.4.5 Persons wearing sun tanning oil, lotions, etc. are not permitted in the pool or spa.

7.4.6 Diving is prohibited.

7.4.7 Submersion of one's head in the spa is prohibited.

7.4.8 Neither food nor beverages of any kind are allowed in the pool and spa area except for metal or plastic non-breakable water bottles containing water.

7.4.9 People with long hair must wear a bathing cap.

7.4.10 Neither pool parties nor rowdy behaviour is permitted in the pool area.

7.4.11 Throwing of balls, Frisbees, and any other objects is not permitted in the pool.

7.4.12 For safety reasons, the use of inflatable children's toys is not permitted in the pool.

7.4.13 Bathers must not wear loose articles which may accidentally come off into the pool and cause damage to the filter equipment.

7.4.14 No persons shall use radios or recording devices in the pool area.

7.4.15 The maximum number of bathers permitted altogether whether on the pool deck or in the pool at any time is twenty (20). The maximum number of persons allowed in the whirlpool (spa) is four (4).

7.5 Sauna

- 7.5.1** The sauna is a dry sauna: it is not a steam room. Water is prohibited in the sauna. It is prohibited to pour water on the hot rocks. To do so will cause excessive damage to the equipment and could result in injury to the user. Refer to the guidelines posted on the sauna door.
- 7.5.2** The Sauna is unsupervised and used at the individual's own risk. The Corporation and its officers and directors, and the Condominium Management and employees of the Corporation, are not responsible for lost, stolen, or damaged personal property or for any injury, illness, accident, or death, howsoever caused.
- 7.5.3** Any person who pours water on the hot rocks will reimburse the Corporations in full for the costs including legal for rectifying the damage so caused. The costs will be recovered by the Corporations in the same manner as the common expenses or in any other lawful manner.
- 7.5.4** For safety reasons, use of the sauna by any person under twelve (12) years of age is prohibited.
- 7.5.5** Guests and children from twelve (12) to sixteen (16) years of age must be accompanied by an adult Resident.

7.6 Party Room

- 7.6.1** Food and food service is permitted in the Party Room upon written consent of the Board.
- 7.6.2** Moderate and responsible consumption of alcohol is permitted. Drunkenness will not be tolerated.
- 7.6.3** In no case shall any alcoholic beverages be sold, whether for profit or otherwise, at any function within the Party Room or on any of the common elements.
- 7.6.4** The Resident booking the Party Room shall be responsible for full compliance with any legal or regulatory obligations (including, without limitation, all laws and regulations relating to the serving of alcohol) and the Resident and Owner of the unit in which the Resident resides will fully indemnify and hold harmless the Corporation and its officers and directors, management and employees of the Corporation, from any breach thereof.
- 7.6.5** The refrigerator and stove may only be used for food preparation and warming of food.
- 7.6.6** Residents shall arrange for additional tables and chairs, if required, which shall be removed by the Residents. No existing furniture and furnishings may be removed from the Party Room area after use.
- 7.6.7** Residents shall supply their own glassware, dishes, utensils, etc. which shall be removed by the Residents.
- 7.6.8** When food or drink is being served, all tables must have tablecloths and coasters, provided by the Resident.

- 7.6.9** Music may be played until 11:00 p.m. Sunday through Thursday and until 12:00 midnight Friday and Saturday.
- 7.6.10** All guests must vacate the Party Room and all other common elements no later than one (1) hour prior to the closing time of the Party Room.
- 7.6.11** All Party Room bookings are on a first come, first served basis. Bookings cannot be made unless the Resident has submitted the damage deposit, the cleaning deposit [Refer to 7.6.14.], and the signed Party Agreement. Tenants wishing to book the Party Room must have a signed Tenancy Agreement on file.
- 7.6.12** The Board(s) shall have priority over the use of the Party Room for Board meetings or Corporation-sanctioned events. Board use of the Party Room will take precedence over other scheduled functions. If a conflict in scheduling occurs, the Condominium Manager will be contacted.
- 7.6.13** Bookings for the Party Room may not be made more than 60 days in advance.
- 7.6.14** A damage deposit, currently three hundred dollars (\$300) and cleaning deposit, currently one hundred dollars (\$100), must be paid by cheque a minimum of seven (7) days prior to the function. The amounts of such deposits shall be determined annually by the Board of Directors and are subject to change from time to time.
- 7.6.15** Any clean-up, damages, costs or stolen items will be the responsibility of the Unit Owner and the Resident booking the room.
- 7.6.16** Residents must clean the room within one hour prior to the closing time and leave the Party Room in its original condition after the function. The Corporation will return the damage and cleaning deposit immediately after the inspection, if after inspection, the Corporation does not note any damage and the room was returned to its original condition.
- 7.6.17** Owners and/or Residents shall be liable for the full cost of repairs to any damage to the Party Room and any part of the common elements caused by their guests. The Corporation shall have the right to withhold all or part of the damage and/or cleaning deposit as it deems necessary for payment of any damages or cleaning costs sustained. If the cost of repairs is less than the amount of the damage and/or cleaning deposit, the balance shall be returned to the Owner and/or Resident who paid the deposit. If the cost of repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of the damage and/or cleaning deposit(s), shall be promptly paid upon receipt of an invoice therefor, failing which, the same may be recovered by the Corporation from the Owner of the unit in the same manner as common expenses.
- 7.6.18** The Party Room is to be used for Resident's private parties only, except for the functions organized by the Board of Directors.
- 7.6.19** Residents wishing to book the Party Room for other regular functions (e.g. cards, games night, morning coffee, VON, potluck, etc.) must provide to the Condominium Manager:
- a signed Party Room agreement;

the damage and cleaning deposits; and

liaison contact information.

- 7.6.20** The Party Room cannot be used for commercial/ private enterprise use unless written consent is obtained from the Board of Directors or the Condominium Manager.

8. BICYCLE STORAGE

- 8.1** The Corporation will not be responsible for the loss or damage to bicycles or attachments.
- 8.2** Cyclists must use the garage for access to and from the building. Bicycles must not be brought through the lobby or the second-floor entrances. Under no circumstances shall bicycles be taken on the elevator to an individual unit.
- 8.3** Bicycles must be parked using bicycle hooks installed by the Corporation only. Bicycles must not be stored or parked on any part of the common elements not designated for bicycle storage including vehicle parking spaces and decks. Any bicycles chained to posts, fences, or rails located throughout the common elements, or unauthorized bicycles using the Corporation's racks or hooks will be removed and impounded at the Resident's expense.
- 8.4** Residents authorized to use the bicycle racks or hooks installed by the Corporation shall provide their own locks.
- 8.5** Unclaimed or abandoned bicycles will be disposed of 30 days following notices posted in the mail room or the main level.

9. ELEVATORS, MOVING, AND DELIVERIES

- 9.1** Residents must make their own arrangements to take delivery of any parcel. The Corporation's staff are not to take delivery of parcels on behalf of any Resident.
- 9.2** Any elevator to be used for moves in and out, and for deliveries of large items must be put on service [hereinafter referred to as "service elevator"].
- 9.3** Residents must contact the Condominium Manager or Superintendent on duty, and sign an Elevator Reservation Form prior to moving furniture, equipment and/or other items into or out of the building or from floor to floor and prior to moving in or moving out of the building.
- 9.4** Full moves, in or out of the building, take priority over general deliveries which require the use of the service elevator, unless the delivery is booked prior to the request for the full move in or out.
- 9.5** In case a conflict in scheduling occurs, the Condominium Manager or Superintendent on duty will coordinate the use of the elevator.

- 9.6** The Corporation shall have the right to limit access to the building by delivery services where such services are considered to be contrary to the best interest of the Corporation or its residents.
- 9.7** The Resident shall contact the Management Office or Superintendent by telephone before any delivery person is permitted to enter or remain on the common elements, and again after the delivery is completed when the elevator is required to be put on service.
- 9.8** Delivery vehicle drivers should register with the Condominium Management Office or the Superintendent on duty and supply the following information:
- driver's company;
- name and unit number of the Resident; and
- arrival and departure time.
- 9.9** General deliveries can be made Monday to Saturday between 8:30 a.m. to 5:00 p.m. In an emergency situation, the Condominium Manager or Superintendent on duty may make a reasonable extension of the hours of the delivery of large items or move-in and out. It is not necessary to notify the Condominium Management Office of a delivery not requiring the elevator to be put on service.
- 9.10** Under no circumstances are deliveries permitted on Sunday or statutory holidays.
- 9.11** All elevators must be operated with pads to protect the elevator during moves in and out, and the delivery of large items, such as furniture, tools, and/or other materials which would restrict the capacity of the elevator or deface the elevator surface. Pads will be provided and installed by the Corporation. Such goods must enter the building via the Move-in Room only.
- 9.12** A damage deposit of \$300 or such amounts as determined by the Board from time to time, shall be provided to the Corporation through one of its agents at the time the Elevator Reservation Form is filled out to reserve elevator two business days prior to the scheduled move-in or out. The refund of such deposit shall be made only after an agent of the Corporation inspects the elevator and the elevator pads and finds that no damage has occurred.
- 9.13** Notwithstanding paragraph 9.12 above, when any person is moving into a new occupancy within the building, all bookings of the elevator required a damage deposit of three hundred dollars (\$300) and a non-refundable user fee of two hundred dollars (\$200) payable two business days prior to its use of moves into the building or from floor to floor.
- 9.14** When the Resident is moving out, the damage deposit will be returned if, after inspection no damage has occurred. Any cost of damage, repair over the value of the deposit shall be charged to the Unit Owner and shall be recoverable in the same manner as common expenses or through litigation.

- 9.15 When all magnetic cards and remote entry controls are returned in good working condition to the Condominium Manager, the fee(s) for the cards and entry controls will be returned.
- 9.16 All furniture must be taken directly from the elevator to the suite or, from the suite to the elevator, as applicable. Nothing shall be left even temporarily in the hallways.
- 9.17 No moves are allowed on Sundays and statutory holidays.
- 9.18 Move are restricted to the periods of 8:30 a.m. to 5:00 p.m. Monday to Saturday. In an emergency situation, the Property Manager or Superintendent on duty may make a reasonable extension of the hours of the delivery of large items or move-in and out.
- 9.19 No elevator shall be put on service without the Elevator Reservation Form being completed, a deposit being made to the Corporation, and an inspection of the elevator by the Condominium Manager or Corporation staff taking place before and after use.
- 9.20 Owners and/or Residents shall be liable for the full costs for repairs to any damage to the service elevators and any part of the common elements caused by the moving of furniture or equipment into or out of the unit or the delivery of goods, equipment, and home furnishings or equipment and/or renovation materials into or out of the unit. The Corporation shall have the right to withhold all or part of the security/damage deposit as it deems necessary for payment of any damages sustained. If the cost of repairs is less than the amount of the security/damage deposit, the balance shall be returned to the Owner and/or the Resident who paid the deposit. If the cost of repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of the security/damage deposit shall be promptly paid upon receipt of an invoice. Failing which, the same may be recovered by the Corporation from the Owner of the unit in the same manner as common expenses or through litigation.
- 9.21 The Resident or Owner who books the elevator must contact the Condominium Manager or Superintendent on duty at the conclusion of the move or delivery so that elevator and common elements can be checked for damage and cleanliness.
- 9.22 Smoking is prohibited in the elevators.

10. **GARBAGE DISPOSAL**

10.1 **General Garbage**

- 10.1.1 Garbage must be properly bound, packaged, or bagged to prevent a mess, odour, or the disintegration of materials during its fall down the garbage chutes to the garbage disposal room. Bind or bag the garbage in an appropriately sized bag to permit it to fall easily down the chute.
- 10.1.2 When Residents dispose of garbage, they must ensure that the garbage goes down the chute.
- 10.1.3 Garbage, rubbish or other materials must not be left on the floor in any corridor, garbage chute room, or garbage disposal room.

- 10.1.4 Garbage must not be placed into the garbage chutes between the hours of 10:00 p.m. to 6:00 a.m.
- 10.1.5 Trades people must remove in a safe manner all equipment, trash, debris, etc. from the site daily and must dispose of any such materials off site.
- 10.1.6 Residents who observe any type of pest including, but not limited to, cockroaches, silverfish, and mice, must report the sighting to the Condominium Management Office immediately.

10.2 Large Items for Disposal

Any large cartons, boxes, or crafting material used in moving household furniture, appliances, etc., which might block the garbage chute, must not be left in the garbage room or the chute room. Large items are to be disposed of offsite by the Resident. Residents are responsible for the off-site disposal of packaging materials to decrease the volume of garbage for the building. Cardboard boxes are to be broken down by the Resident before placing them in the cardboard recycling bins.

10.3 Recyclable Materials

- 10.3.1 Materials for recycling, including newspapers, glass bottles and jars, tin cans, and other items as specified in the guidelines updated from time to time by the City of Barrie, are to be placed in the appropriate Blue Bins in the second floor Move-in Room in accordance with good recycling practices.
- 10.3.2 Organic materials, placed in compostable – not biodegradable bags or newspapers should be recycled in the Green Bins in the second floor Move-in Room in accordance with good recycling practices established by the City of Barrie’s By-laws and statutes.
- 10.3.3 Residents are encouraged to recycle to be environmentally responsible.

11. HALLWAYS

- 11.1 The exterior of all access doors to the units and the hallways are common elements which are the responsibility of the Corporation to maintain.
- 11.2 No items of any kind are to be affixed to the access doors to the units of the unit without the prior written approval of the Board of Directors.
- 11.3 Residents shall not place or cause to be placed upon the access doors to the unit any alternate locks, without the prior written approval of Condominium Management. In any such case, the Condominium Management is to be provided with a duplicate key.
- 11.4 In accordance with regulations of the applicable municipal fire department, combustible materials must not be placed in the corridors.

- 11.5 No articles, including but not limited to footwear, doormats, or newspapers and other similar items, are to be placed in the corridors at the individual unit doorways or in the stairwells.
- 11.5.1 Condominium Management will send a letter to the Resident and Owner in case of a Tenant to advise that any articles left in the hallway will be removed any time after 48 hours after the letter is sent.
- 11.5.2 The Resident will have 24 hours after their removal to claim any such articles. Any item not claimed within 24 hours will be discarded without notice.

12. **RESIDENT PARKING**

- 12.1 The sidewalks, passageways, walkways, fire routes, driveways, deliver and service areas, traffic circle, entranceways, or any other part of the common elements not designated for parking shall not be obstructed.
- 12.2 Subject to the remainder of this rule, only one (1) automobile including but not limited to motorcycle, station wagon, mini-van, truck and not exceeding 1.9 metres in height, with respect to any underground parking space or parking unit shall be parked in a designated parking space and/or parking unit. No boat, snowmobile, or recreational vehicle, nor any machinery or equipment whatsoever, shall be parked or stored on any portion of the common elements, nor in a designated parking space or parking unit. Neither servicing nor repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on the common elements or in any parking unit. No motor vehicle shall be driven on any part of the common elements other than on a driveway or designated parking area.
- 12.3 No Resident 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(s) of Directors or Condominium Manager, may pose a security or safety risk, either caused by its length or unattended stay, its physical condition or its potential to cause damage to the property. Upon two (2) weeks written notice by the Board(s) of Directors or Condominium Manager, the owner of such vehicle shall be required to attend to the vehicle as the circumstances require and as directed by the Board(s) of Directors or Condominium Manager.
- 12.4 Each Resident shall provide the Corporation with the license number of all motor vehicles driven by the Resident of that particular unit. The registry of such licence number shall be used only to conduct the Corporation's business.
- 12.5 Residents shall park their vehicle(s) in their parking unit(s) and shall not use Visitor Parking spaces at any time without written approval of the Condominium Manager.
- 12.6 A motor vehicle shall be driven neither on any part of the common elements at a speed in excess of 10 km per hour nor on any part of the common elements which has not been designated for the passage of motor vehicles.

- 12.7** No Resident shall lease, rent, sell, or reassign a parking unit to a non-Resident. Prior to so doing with another resident, notice must be given to the Condominium Manager on the prescribed form.
- 12.8** In addition to a Resident's private passenger vehicle, storage of shopping carts and bicycles are permitted provided the carts are of the folding type without any combustible or other kind of covering; they shall be without an inner container and nothing is to be stored inside the cart at any time. The cart and bicycle shall be hung above the floor on wall hooks, provided and installed solely by the corporation at a cost to be borne by the Owner of the parking space. It is expressly prohibited for carts and bicycles to be stored in any other way inside the parking space. No Resident shall store or leave in the parking space any other object, including but not limited to, tires, cans, bottles, containers, or sports equipment.
- 12.9** Residents shall not install, or cause or permit to be installed, enclosures of any kind on a parking unit.
- 12.10** Any vehicle not parked within the bounds of the Resident's allocated parking area, may be removed by the Condominium Management at the Resident's expense and risk.
- 12.11** Neither repairs nor oil changes may be made to any motor vehicle parked or left standing in any parking space or upon the common elements.
- 12.12** In the event of the mechanical breakdown of a motor vehicle, the owner of such vehicle shall notify the Condominium Manager or Security of the breakdown and remove the motor vehicle as soon as a tow truck can be obtained.
- 12.13** Residents and/or Owners are liable for any and all damages to their parking units due to leaks of oil, transmission fluid, gas, or such material. All vehicles are to be maintained so that damage is not caused to the property and the soiled area is to be cleaned up immediately. Failure to do so will result in the area being cleaned by Property Management at the cost to the Resident and/or Owner.
- 12.14** If a Resident parks in contravention of these Rules, such person shall have the motor vehicle towed from the property and the Corporation and/or 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.
- 12.15** The Board(s) of Directors may from time to time designate certain areas of the common elements for the parking of recreational vehicles belonging to unit occupants and the terms applicable to such parking.
- 12.15** The parking of a vehicle of a visitor in an owner's parking space with a visitor parking permit is allowed.

13 VISITOR PARKING

- 13.1** The sidewalks, passageways, walkways, fire routes, driveways, deliver and service areas, traffic circle, entranceways, or any other part of the common elements not designated for parking shall not be obstructed.

- 13.2** The procedures have been developed to govern and enforce visitor's parking and to prevent unauthorized parking.
- 13.3** Upon the discovery of unauthorized visitor parking, the employee/ staff shall report to the Condominium Manager or Security.
- 13.4** The Condominium Manager or Security shall check to see if the vehicle is registered to a Resident. If the vehicle belongs to a Resident, a letter shall be placed on the vehicle noting the time and date of the infraction and a courtesy phone call may be made to advise the Resident to park in the Resident's parking unit. If the vehicle remains one (1) hour following the infraction notice being placed on the vehicle, a City By-law Enforcement Officer will be contacted to issue a ticket. If the vehicle remains twenty-four (24) hours following the infraction notice being placed on the vehicle, the vehicle will be towed.
- 13.5** If a vehicle is in the visitor's parking and is neither registered nor owned by a resident, the time and date shall be noted and a notice placed on the vehicle noting the time and date of the infraction. If after one (1) hour, the vehicle remains and the Condominium Manager or Security has not been contacted, the City By-law Enforcement office will be contacted to issue a ticket. If after twenty-four (24) hours the vehicles remains, the vehicle will be towed.
- 13.6** Visitor parking spaces are strictly reserved for the use of guests or authorized visitors of the Corporation.
- 13.7** Specific parking spaces have been set aside for Handicapped Parking. Unit occupants must not park in such designated areas.
- 13.8** Occupants are advised that the Corporation will enforce parking by-laws of the Municipality. Any vehicles unlawfully parked in the visitors parking spaces will be tagged and/or towed from the premises and all expenses incurred are the sole responsibility of the vehicle's owner.
- 13.9** All vehicles must be registered in the "Visitor Vehicle Registration Form," located at the back lobby in 140 Dunlop St. East or 150 Dunlop St East. A maximum of three (3) days per vehicle registration plate number is allowed per every thirty (30) day period. An extension of a further three (3) days maximum may be permitted, providing the total of days covered is no more than six (6) days within a thirty (30) day period. A renewal or extension may be given to guests under exceptional circumstances only with Condominium Management's approval. Visit parking space may not be available at all times.
- 13.10** The Corporation and/or its agents shall not be liable for any damage, cost or expense whatsoever caused in respect of any vehicle removed from the property.
- 13.11** No person shall park a motor vehicle in contravention of these Rules in default of which such person shall be liable to be fined or to have the motor vehicle towed form the property in which event the Corporation and/or 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.

13.12 Vehicles in the Handicapped Parking Space must clearly display the appropriate handicapped designation or be subject to ticketing and towing.

14. PETS

14.1 Herein, a pet is defined as a dog, domestic cat, caged bird, or fish. Animals such as seeing-eye dogs, hearing-ear dogs, and medical-assistance dogs required for the assistance of handicapped persons are not considered pets under this Rule and are permitted in the building.

14.2 No more than one cat or dog shall be permitted within any unit. No pet having a weight in excess of twenty-five (25) pounds/ eleven and one-half (11.5) kilograms shall be permitted in a unit. No dangerous animals as deemed by the Board(s) or Condominium Management, shall be permitted to be on or about any unit or common elements at any time.

14.3 No pets are to have access into or egress from the building through the main entrance lobby unless carried. Pets must be taken in and out via the parking garage entrances or through the two rear second floor entrances.

14.4 Residents shall not allow any guest, family member, visitor, servant or agent, or any person whatsoever to bring animals onto the property.

14.5 No animal, livestock, or fowl, other than a pet shall be kept on the property, and no pet that is deemed by the Board(s) in its absolute discretion, to be a nuisance shall be kept by an Occupant in any unit or in any part of the common elements. The Owner of a pet shall, within ten (10) days of receipt of written notice from the Board(s) or the Property Manager requesting removal of such a pet, permanently remove such pet from the property.

14.6 Owners and Tenants must have prior written approval on file with the Condominium Management prior to bringing pets on the premises. Such approval may not be unreasonably withheld.

14.7 A pet shall remain in the unit and not be allowed free range of the building. No pet is allowed in any common areas except to enter or exit the building. Pets must be kept under the owner's control (via short lease or cage, etc.) when escorted to or from the building, the unit, the garage, or the mail room.

14.8 No pet shall be permitted to soil or damage any part of the common elements whether by waste, urine, excrement, or otherwise, and in the event of the same, the owner of the pet shall make good such damage and effect the removal of such excrement and save harmless the Corporation from any expense in connection therewith. Any costs to remedy any damage to the common elements caused by a pet, including any damage caused by cleaning, chemicals, or other such materials used in the attempt to remedy damage caused by a pet, will be the responsibility of the Owner in whose unit the pet resides, and such costs shall be collected in the same manner as common expenses.

- 14.9 Each pet owner must register his/her pet with the Condominium Manager, by completing the Pet Registration Form held in the Condominium Management Office and supplying a colour photograph (4" x 6") of the pet. Every new resident to the Corporation must register his/her pet prior to moving in.
- 14.10 Exotic pets are strictly prohibited.
- 14.11 Breeding of pets of any kind is prohibited on the premises.
- 14.12 Pets are not allowed in the Party Room, Pool Area, Exercise Room, and Change Areas.
- 14.13 All pet owners must comply with the City of Barrie's By-laws regarding pets.
- 14.14 Each pet owner is responsible for the actions and behaviour of his/her pet. The Corporation is not responsible for any damage or injury caused by any pet or any claim related thereto.

15. QUIET ENJOYMENT

- 15.1 Residents shall neither create nor permit the creation of or continuation of any noise or nuisance which, in the opinion of Condominium Management, may or does disturb the comfort or quiet enjoyment of the property by other Residents and persons.
- 15.2 No noise (including music from an instrument or other source), odour or smoke 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, odour, or smoke is being transmitted to another unit or balcony, terrace or patio or the common elements and such noise, odour, smoke is an annoyance or a nuisance or disruption, then the Owner and/or Resident of such unit shall at his/her expense take such steps as shall be necessary to abate such noise, odour or smoke to the satisfaction of the Board. If the Owner and/or Resident of such unit fails to abate the noise, odour, or smoke, the Board may take such steps as it deems necessary to abate the noise, odour, or smoke and the Owner shall be liable to the Corporation for all expenses incurred in abating the noise odour, or smoke (including legal fees).
- 15.3 No auction, garage sale, public event, or showing shall be held in any unit or on any part of the common elements including those of which any occupant has exclusive use. Any function for the purpose of conducting business must be approved by the Board(s) of Directors prior to the booking.
- 15.4 Repairs, hammering, drilling, or other temporary activities which create any noise or disturb in any way other Residents will only be permitted between 9:00 a.m. and 9:00 p.m. on Monday through Friday, between 9:00 a.m. and 5:00 p.m. on Saturdays.
- 15.5 Repairs, hammering, drilling, or other temporary activities which create any noise or disturb in any way other Residents will be prohibited on Sundays and statutory holidays.
- 15.6 Bicycles, roller blades, skates, or any other wheeled recreational devices are not permitted in the lobby, elevator areas, corridors, or amenities.

16. SAFETY

- 16.1** The toilets and other water apparatus shall not be used for purposes other than those for which they were constructed and no sweepings, garbage, rubbish, rags, or other substances shall be put into them. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the Unit Owner regardless of whether family, guest, visitor, servant, clerk, agent, or occupant caused it.
- 16.2** Water shall not be left running unless in actual use, and with a person in attendance.
- 16.3** Nothing shall be placed on the outside window sills or projections.
- 16.4** Nothing shall be thrown out of the windows or doors of the building.
- 16.5** Residents shall not overload existing electrical circuits.
- 16.6** No storage of any combustible or offensive goods provisions, or materials shall be kept on the property except:
- 16.7** Those suites containing a wood burning fireplace will be permitted to store a small quantity of firewood.
- 16.8** The occupants of those suites with terraces (exclusive use common elements) will be permitted to use a propane barbeque on their terrace providing the following conditions are met:
- 16.9** The elevator must be booked and put on service when the propane cylinder is transported to and from the terrace. The person transporting the cylinder must be the only person in the elevator. The propane cylinder relief valve must be closed and a plastic plug installed.
- 16.10** The propane cylinder cannot be stored indoors.
- 16.11** While on the terrace, the propane cylinder relief valve must be closed when the barbeque is not being used. The propane cylinder relief valve must be at least three (3) feet horizontally from any building opening (such as door or window) and be at least ten (10) feet from any building air intake or source of ignition.
- 16.12** Annually the barbeque and tank must be inspected at the Owner's expense by an individual qualified to repair barbeques. A letter/certificate confirming the barbeque is safe to operate must be present to the Condominium Management office no later than May 15th or the barbeque and propane tank(s) will be removed.
- 16.13** The owner of the barbeque must inform his/her insurance company and ensure that the barbeque is covered under his/her policy.
- 16.14** No Resident shall do or permit anything to be done in the unit or keep anything therein which will in any way increase the risk of fire or rate of fire insurance in any building or on property kept therein or obstruct or interfere with the right of other Occupants or in any way injure or annoy them, or conflict with the laws relating to fire or with the

regulations of the applicable municipal fire department or with any insurance policy carried by the Corporation or any Resident or conflict with any of the rules and ordinances of the Board of Health or with any municipal by-law or ordinance, or any provincial or federal statute or regulation.

- 16.15** No Resident shall disconnect, tamper with, alter, or repair any fire bell, or any other fire-related equipment including signs and smoke detectors, fire alarms, carbon monoxide detectors, annunciation speakers, or automatic door closers in the building. Any such tampering is punishable under the law.
- 16.16** No Resident shall act contrary to any rules and ordinances of the Board of Health or any statute or Municipal By-law.
- 16.17** The sidewalk, entry passageways, walkways, and driveways used in common by the Occupants shall not be obstructed by any of the Occupants or used by them for any purpose other than for ingress and egress to and from their respective units.
- 16.18** No mops, brooms, dusters, rugs, or bedding shall be shaken or beaten from any window, door, or those parts of the common elements over which Residents have the exclusive use. Only seasonal furniture is allowed in exclusive use common elements.
- 16.19** Children of Residents and guests shall not be permitted to play in the corridors, stairwells, elevators, parking areas, driveways, or common elements.
- 16.20** Fireworks are prohibited on/in all part(s) of the Corporation.

17. SECURITY ACCESS DEVICES

- 17.1** Security access cards and garage remotes (security devices) may be issued to registered Occupants of the unit, aged eighteen (18) or older at a cost of seventy-five dollars (\$75) for the security access and one hundred dollars (\$100) for a garage remote on receipt of written authorization from the Unit Owner. Lost or stolen security devices must be reported immediately to Security or Condominium Management to allow them to be deleted from the system. Security devices are registered to each Resident by name and may not be used by any person other than the Resident to whom the card is registered unless the Owner is in the process of selling or renting his/her unit. Security devices remain the property of the Corporation. On moving from a residential unit, the Resident vacating the premises shall surrender all security devices to the Condominium Management Office and will be refunded the costs of the devices.
- 17.2** The cost to replace a lost, broken, misused, or stolen security device is \$75 for the access card and \$100 for the garage remote.
- 17.3** Residents shall notify Condominium Management or Security as soon as possible of any faulty lock, lost key, or other circumstance.
- 17.4** No duplication of common element keys shall be permitted except with the authorization of the Condominium Manager and the names of persons authorized to have keys shall be furnished to the Condominium Manager at all times. No visitor may use or have access to the Amenities unless accompanied by an adult Resident.

- 17.5 Building and suite access doors shall not be left unlocked or wedged open for any reason.
- 17.6 Under no circumstance shall building access cards or amenity area keys be made available to anyone other than a Resident of the building or authorized trade person unless written registration is made with the Management office.
- 17.7 The Boards of Directors shall have the authority to restrict the number of building access keys and/or cards provided to the Resident(s), and to set the deposit/ costs for such items from time to time.
- 17.8 In the event of a lost or broken key, the Condominium manager, Security, or Staff Member, upon proper identification may arrange for suite access to be provided to the Resident.
- 17.9 Where a locksmith has been called after hours by the registered Resident to obtain access to the unit and where the lock must be re-keyed, care must be taken to ensure that the lock is re-keyed to the Corporation master key. All costs associated with the above shall be borne by the Unit Owner/ Resident.
- 17.10 The Resident vacating the premises shall surrender all security devices to the Condominium Management Office for reimbursement for costs to the Unit Owner.

18. SHOWING OF SUITES

- 18.1 The Rules set out below are for the protection of the building and the Residents who live in it. Owners should be cautioned that handing out keys to the building and to the Owner's unit is done so at the Owner's risk and may subject to any costs including litigation for any damage done to the building.
- 18.2 Owners must notify Condominium Manager that they are handing out their security devices.
- 18.3 Under no circumstances are Staff members permitted to admit anyone into any unit without prior authorization.
- 18.4 Unit Owners must complete the "Authorization to Allow Real Estate Agents to Enter Property" form to permit such entry to the unit if the Owner is permitting the Listing Agent to enter the Unit during the Owner's absence. The form(s) must be signed and returned to the Management Office.
- 18.5 Open House showings are not permitted. Regular showings are permitted from 9:00 a.m. to 9:00 p.m.
- 18.6 Unit Owners making their units available for rent must follow the same procedures as those listed for sale.

- 18.7 Neither “Open House” nor “Suite for Sale or Rent” signs are allowed on the Corporation’s property other than a notice in the prescribed form on the bulletin board located in the Mail Room.
- 18.8 At such times as a Unit Owner has accepted an offer to purchase or to lease, which will effectively end any requirement to continue showing the unit, the Owner must advise Condominium Management immediately.
- 18.9 Vehicles of the Agent and Clients may be parked in the Visitor Parking spaces provided that they sign the Visitor Parking register.

19. RENOVATIONS

- 19.1 Owners wishing to carry out renovations to their suites must submit plans and obtain written approval of the Board. All work must be carried out between 9:00 a.m. and 9:00 p.m. on Monday through Friday, between 9:00 a.m. and 5:00 p.m. on Saturdays. Renovation work is prohibited on Sundays and statutory holidays. Repair work must also confirm to the foregoing time restrictions if likely to disturb the quiet enjoyment of other residents.
- 19.2 The Condominium Manager is to be notified in advance of the start and duration times of the scheduled renovation.
- 19.3 When in-suite renovations have been authorized by the Board and work started, an inspection is to be arranged with the Condominium Manager: (i) during installations and (ii) within one week following completion of the renovations.
- 19.4 No one shall carry out any change, addition, alteration or improvement (i.e. renovation) to the common elements or any structural change in a unit, including, without limiting the generality of the foregoing, to any boundary wall, load bearing wall, floor, door, window, toilet, bathtub, washbasin, sink, heating, air-conditioning, plumbing, electrical, mechanical, structural or telecommunication installations, except in compliance with the Declaration and unless the Owner has received prior written consent of the Board and entered into an Alteration Agreement, as provided by the Board from time to time.
- 19.5 The intended renovations must be completed within three months of the date of approval by the Board of Directors. The prior written approval of the Board is required if an extension of time period above is required.
- 19.6 Owners installing a hard surface floor such as hardwood laminates, natural stone, or tiles instead of carpeting, shall install an approved sound control underlay that meets or exceeds the criteria set out below. Before installation, the Owner must obtain the written consent of the Board and provide the Management satisfactory proof that the proposed sound underlay meets or exceeds the criteria below.

Approved Sound Control Underlay Criteria

Any type of flooring that is based on 12 mm flooring (including but not limited to hardwood, laminate, engineered, or composite flooring) an underlayment must have a minimum IIC Ration of 70 or a FIIC Rating of 65 or an STC Rating of 68.

- 19.7** This consent may be withheld unless the person agrees in writing to be responsible for all costs of installation, maintenance, and repair of the hard surface floor and the sound attenuation materials and for the cost of damage cause to any portion of the common elements as a result of the installation of the hard surface flooring and sound attenuation materials
- 19.8** All work must be conducted within the unit only and any waste from the renovations must be removed offsite.
- 19.9** Trades people must remove in a safe manner all equipment, trash, debris, etc. from the site daily and must dispose of any such materials off site.
- 19.10** The Owner who is renovating his unit is responsible for booking the elevator and for cleaning up any debris (caused by his/her renovation) in the elevator and common elements.
- 19.11** All plumbing and electrical work in a unit must be carried out by a licensed tradesperson.

20. CANNABIS AND SMOKING

- 20.1** Marijuana shall not be smoked, vaped, grown, propagated, or stored on or in any part of the property owned or managed by the Corporation(s) including, but not limited to, the units, corridors, elevators, parking lots, amenities, gardens, sidewalks, driveways, storage areas, any of the common use elements including exclusive use common use elements, and any part of the buildings or outside the buildings.
- 20.2** Smoking is prohibited upon all common elements including the underground garage and within 8 meters of any entrance to the building. Smoking shall be permitted beside the butt containers at the back and front of the building. Notwithstanding the foregoing, smoking is permitted upon the exclusive use common element balconies, patios, or terraces.
- 20.3** Residents shall not drop cigarette, marijuana, or cigar butts or ashes in the garbage chutes, corridors, stairwells, garage area, outside area including visitor parking and sidewalks or any other area of the common elements.

Revised May 7, 2018