

**SIMCOE CONDOMINIUM CORPORATION #10**

**414 BLAKE ST., BARRIE, ON**

**RULES AND REGULATIONS**

**As at November 11, 2018**

- 1. GENERAL**
- 2. REPAIRS AND RENOVATIONS / OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL**
- 3. QUIET ENJOYMENT**
- 4. SECURITY**
- 5. SAFETY / MARIJUANA**
- 6. PETS**
- 7. COMMON ELEMENTS**
- 8. OWNER'S UNITS**
- 9. GARBAGE DISPOSAL**
- 10. TENANCY OCCUPATION**
- 11. PARKING**
- 12. BALCONY AND EXCLUSIVE USE AREAS**
- 13. MULTI-PURPOSE (PARTY) ROOM**
- 14. ELEVATORS AND MOVING**
- 15. SALE OF UNITS**

**THE FOLLOWING RULES AND REGULATIONS SUPERSEDE THOSE PUBLISHED IN:  
DECLARATION OF SIMCOE CONDOMINIUM CORPORATION NUMBER 10 ON OCTOBER 10,  
1975 AND REVISED AND AMENDED FROM TIME TO TIME. REVISED MOST RECENTLY IN  
MARCH 2001; NOVEMBER 2002, MAY 2011, MAY 2014, AUGUST 2014, NOVEMBER 2014,  
APRIL 2015, AUGUST 2017 and NOVEMBER 2018.**

The following Rules and Regulations shall be observed by the Owner(s), and the term "Owner" shall include the Owner or any other person occupying the Unit with the Owner's approval.

Any costs incurred by the corporation in enforcing these rules will be borne by the Unit Owner.

The following Rules made pursuant to the *Condominium Act, 1998, C.19* shall be observed by all Owners (collectively, the "Owners") and any other person(s) occupying the Unit with the Owner's approval, including, without limitation, members of the Owner's family, his/her tenants, guests and invitees.

## **1. GENERAL**

- A. The Corporation adopts a **zero-tolerance policy** toward acts of harassment. No Owner, Tenant, or invitee of any Owner or Tenant shall injure, harass, bully, threaten, annoy or initiate any defamatory, threatening, hateful, or discriminatory statement or action, or participate in any illegal or harmful conduct toward any Owner, Tenant, invitee of any Owner or Tenant, member of the Board or Property Manager, employee, agent or contract of the Corporation.
- B. No Owner, Tenant or invitee of any Owner or Tenant shall interfere with the services rendered by the Property Manager, administrator, cleaner or any other contractor or agent of the Corporation. Any complaints or concerns pertaining to any Owner, Tenant, invitee of any Owner or Tenant, member of the Board or Property Manager, employee, agent or contractor of the Corporation, Unit, Common Elements or the affairs of the Corporation shall be dealt with by written notice addressed to the Board and delivered to the Property Manager.
- C. Any person who loiters upon, litters or damages the Common Elements, places on the Common Elements any derelict or unplated motor vehicle or other unauthorized object, or removes any part of the Common Elements or blocks, hinders or interferes with the lawful use and enjoyment of the Common Elements by other or creates any nuisance, disturbance or excessive noise or otherwise breaches any provisions of the declaration, by-laws or rules of the Corporation shall forthwith cease and desist from doing so and upon being requested to cease doing so by a Board Member, or

- Management of the Corporation, such person shall immediately leave the Common Elements of the Corporation
- D. The Corporation shall have sole discretion as to the manner in which it shall enforce these Rules, the By-Laws and the Declaration and may assign fines for breaches. The Corporation's By-Laws and Declaration were provided to Owner's with their purchase closing documents.
  - E. Whether or not it is specifically stated in their lease, tenants are bound by the provisions of the Declaration, the Bylaws, the Rules and Regulations of the Corporation and are bound by this Policy.
  - F. The use of the Common Elements and Units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the Owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements and of other Units.
  - G. Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all Unit Owners and occupants, their families, guests, visitors or agents.

## **2. REPAIRS AND RENOVATIONS / OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL**

- A. **A completed Renovation Request Form must be submitted to the Board BEFORE repairs or renovations are made to any Unit. The Renovation Request Form can be found in the mailroom and such consent will not be unreasonably withheld.**
- B. It is recognized that from time to time repairs, laying of carpet, and other renovation work will occur. However, **such related hammering, sawing, or any construction noise, may only occur Monday through Friday between 8:00am and 8:00pm and Saturdays between 9:00am and 5:00pm.**
- C. No Contractor, trade or service personnel may or shall enter upon the property to perform any work or services in or about any Unit (including an "exclusive use" Common Element area) that may or will affect the Common Elements or common building services unless such persons or firms are:
  - 1) Employed directly by the Condominium Corporation; or
  - 2) Employed by a Unit Owner in circumstances where the intended performance of work and/or service in or about a Unit **has first been approved, in writing, by the Corporation** and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction.
  - 3) **Only licensed plumbers and electricians may be hired to perform plumbing and electrical work in an Owner's Unit. Your contractor must provide proof of a minimum of \$2 million liability insurance and WSIB before beginning your work**

and the proof must be provided to the Board of Directors and the Property Manager. SCC#10 must be named additional insured on the insurance certificate.

- D. Any loss, cost 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, his/her family, guests, employees, agents or occupants of his/her Unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.
- E. Installation of Hardwood or Laminate floors or any other hard surfaces may be installed in individual Units upon receiving written approval from the Board of Directors. **All installations must install the most effective underlayment for hardwood or laminate flooring which is rated, at a minimum, as 'IIC 74/STC 73' for reducing both through-the-floor and foot-fall noise.** Should noise arising from the hardwood or laminate floors or hard surfaces disturb the peace and quiet of a neighbour, Owners/residents will be required to cover the hard surface with area rugs.
- F. ***Owners must be hyper-vigilante when plumbing work is done in their Unit. Owners must keep checking the area that had the work done, for 24 hours, to ensure there are no water leaks. It doesn't take much water to cause a lot of damage in the Owner's Unit or their neighbour's Units, which costs a lot of money to repair.*** Any loss, cost 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, his/her family, guests, employees, agents or occupants of his/her Unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

### **3. QUIET ENJOYMENT**

- A. No noise caused by any instrument or other device, or otherwise, which in the opinion of the Board may be calculated to disturb the comfort of the other Owners shall be permitted.
- B. Owners, their families, guests, visitors, and employees shall not create or permit the creation of, or continuation of, any noise or nuisance which, in the opinion of the Board or the Property Manager, may or does disturb the comfort or quiet enjoyment of the property by other Owners, their families, guests, visitors, employees and persons having business with them.
- C. It is recognized that from time to time repairs, laying of carpet, and other renovation work will occur. However, such related hammering, sawing, or any construction noise,

may only occur Monday through Friday between 8:00am and 8:00pm and Saturdays between 9:00am and 5:00pm.

#### **4. SECURITY**

- A. Owners are not to open the security door to any person unknown to them, with the exception of Fire, Police, Ambulance or any other Emergency Personnel.
- B. The name, address and telephone number of Owners, tenants, their families, guests, visitors, employees and persons having business with them, authorized to have key FOBs shall be furnished to the Board at all times. **Lost FOBs must be reported to the Property Manager immediately. The cost to replace a FOB or acquire additional FOBs is \$75 per FOB.**
- C. Residents are to immediately report any suspicious person(s) seen on the property to the Property Manager.
- D. No visitor may use, or have access to, the Common Elements and facilities unless accompanied by an Owner or occupant.
- E. Building access doors shall not be left unlocked or wedged open for any reason.
- F. Service elevator availability must be arranged in advance with the Property Manager.
- G. Owners shall supply to the Board the names of all residents and tenants occupying their residential Units, their telephone numbers, work address and telephone number and the license number of all motor vehicles that are parked on the Exclusive Use Common Elements or in a parking space. The Tenant Information Form is available in the mailroom.

#### **5. SAFETY**

##### **Growing, Cultivation, Harvesting and/or Distribution of Cannabis/Marijuana**

- A. The growing, cultivation, propagation, harvesting and/or distribution of cannabis by anyone in any residential, storage unit or parking space or on any part of the common elements, including the exclusive use common elements for personal or commercial use **is strictly prohibited**. The Board of Directors may make reasonable accommodation, pursuant to the Ontario Human Rights Code (the "Code"), as amended from time to time, for an owner, tenant or occupant who has made a request for accommodation in writing to the Board of Directors and has provided the Board of Directors with the necessary evidence to support the request for accommodation as required or requested. Whether the owner, tenant or occupant has established the requirement for accommodation will be determined by the Board in their sole and absolute discretion acting reasonably. The accommodation request will be considered based on all of the circumstances. Unless an accommodation request has been

granted, the growing, cultivation, harvesting and/or distribution of cannabis is prohibited as set out above.

- B. Cannabis means any plant or part of a plant belonging to the genus Cannabis and includes but is not limited to the plant commonly referred to as marijuana.
- C. The Corporation's Representatives may enter a unit wherein it is expected that marijuana is being cultivated or exists, in accordance with s. 19 of the Act and after knocking loudly three times, at any reasonable time during daylight hours, to observe compliance with this Rule and to ensure that no risk of harm, damage, nuisance or disturbance is posed to any person or property.
- D. **No smoking** is permitted on or in Common Element areas, including but not limited to: the halls, stairs, recreation room, garage or parking lot. Smoking is permitted in the designated area only which is the grassy area beside the south edge of the parking lot, between 414 Blake and the Lion's Gate Hall parking lot.
- E. The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. The cost of repairing damage to the Common Elements and other Units resulting from misuse or from unusual or unreasonable use shall be borne by the Owner who, or whose tenant, family, guest, visitor or agent shall cause it.
- F. **Water** shall not be left running unless in actual use.
- G. No Owner shall do, or permit anything to be done, in his Unit or bring or keep anything therein which will in any way increase the **risk of fire** or the rate of fire insurance on any building or on property kept therein, or **obstruct** or interfere with the rights of other Owners or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the fire department or with any insurance policy carried by the Corporation or any Owner, or conflict with the rules and ordinances of the Board of Health or with any statute or municipal by-law. No combustible materials or propane is to be stored in the building.
- H. Propane and charcoal barbeques are prohibited on balconies.

## **6. PETS**

- A. A maximum of 2 pets (cats or dogs only weighing 25lbs or less) shall be kept in a Unit. The pet(s) must be on a leash at all times when the pet is in the common elements. No pet, that is deemed by the Board or the Property Manager in their absolute discretion, to be a nuisance, shall be kept by any Owner or tenant of any Unit or in any other part of the property. Any Owner or tenant who keeps such a pet on the property or any part thereof shall, within two weeks of receipt of a written notice from the Board or

the Property Manager requesting the removal of such pet, permanently remove such pet from the property. **SERVICE DOGS SHALL BE AN EXCEPTION TO THIS RULE.**

- B. Each pet owner shall ensure that any defecation by such pet is cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times. Should a pet owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of such pet shall, within two (2) weeks of receipt of written notice from the Board or the Property Manager requesting removal of such pet, permanently remove such pet from the property.
- C. Cats or dogs weighing no more than 25 pounds, are allowed in the Party Room, when accompanied by their owner. No pet shall be allowed to make any noise while in the Party Room. If the Board of Directors or Property Manager receives a complaint about a pet making noise in the Party Room, a Board Member or the Property Manager will ask the owner/resident/visitor to remove the pet from the Party Room.

## **7. COMMON ELEMENTS**

- A. No person who is not an Owner or tenant of a Unit of Simcoe Condominium Corporation No. 10 shall have the exclusive use of any part of the Common Elements.
  - a) No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of the Common Elements without the prior written consent of the Corporation.
  - b) No one shall harm, mutilate, destroy, alter or litter any of the gardening work on the property including grass, trees, shrubs, hedges, flowers or flower beds.
- B. The sidewalks, entry, passageways, walkways and driveways used in common by the Owners or tenants shall not be obstructed by any of the Owners or tenants or used by them for any purpose other than for coming and going, to and from, their respective Units.
- C. The washers and dryers in the **laundry room**, provided for the use of the Unit Owners, shall be used only for their intended purposes. **No more than two machines shall be used by one person at one time.** All machines shall be cleaned by the person using the machine immediately after use. **Please keep track of the time, every machine shall be emptied immediately** after use and the door is to be left open when empty.
- D. Any physical damage to the Common Elements caused by an Owner or occupant, his family, guests, visitors, or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such Owner.
- E. No perishable food shall be stored in Lockers on the first floor.

## 8. OWNER'S UNITS

- A. An air conditioning device may be installed in any Unit subject to the location and manner of installation being approved in writing by the Board of Directors or Property Manager, and such consent will not be unreasonably withheld. The Renovation Request Form is available in the mailroom.
- B. Any built-in ductless air conditioning device that has a condensate line that expels water while in operation, must be connected to the condensate drip line installed on every balcony, at the expense of the owner/resident of the unit. No Unit Owner shall permit any such device to leak condensation to other balconies or common elements. Each application will be reviewed with the Board of Directors or Property Manager to determine appropriate condensation drainage.
- C. Each Unit Owner is to keep any such device which protrudes from the window of the Unit in good appearance and mechanical repair. No such device shall make any noise which may unreasonably disturb or interfere with the rights, comfort or convenience of any other occupant of the building. If any such device shall become rusty or discoloured, the Unit Owner shall have it painted in a good and professional manner in an off-white or light gray colour as approved by the Corporation for the building. If the Unit Owner fails to keep any such device in good order and repair and properly painted, the Corporation, in its discretion may remove such device from the window, charging the cost of removal to the Unit Owner and the device shall not be replaced until it has been put in proper condition and only with the further written consent of the Corporation.
- D. No washers and/or dryers are permitted in any Unit except those that currently have 'grandfathered' washers and dryers. When a Unit changes Owners, existing washers and dryers must be inspected by a licensed plumber, electrician and HVAC specialist to ensure that there are no fire, venting and water issues. The Board of Directors must be supplied with copies of the inspection reports.
- E. No lock or fastening device shall be installed in any Unit or portions of the Common Elements without the prior permission of the Board in writing. The Corporation shall retain a master key to all locks to each Unit and all locks of each Unit shall give entry to the master key of the Corporation.
- F. The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. The cost of repairing damage to the Common Elements and other Units resulting from misuse or from unusual or unreasonable use shall be borne by the Owner who, or whose tenant, family, guest, visitor or agent shall cause it.



- G. **No Owner or occupant shall make any plumbing, electrical, mechanical or structural alteration in or to his Unit without the prior consent of the Board.** See Section 2 of these Rules. Renovation Request Forms are available in the mailroom.
- H. Units shall be used only for such purposes as provided for in the Corporation's Declaration and as herein provided. No immoral, improper, offensive or unlawful use shall be made of any Unit. All municipal and other zoning ordinances, laws, rules and regulation of all government regulatory agencies having jurisdiction with respect to the property shall be strictly observed.

## **9. GARBAGE DISPOSAL**

- A. **Glass items** may be disposed of with your regular household garbage, down the garbage chute. Items must be **well wrapped and bagged before disposal**. Large items (vases, etc.) can be wrapped and left in the garbage room marked "glass" and the cleaner will take it down to the dumpster.
- B. All recyclable food containers must be rinsed out and flattened (whenever possible) prior to being placed in the recycle bins.
- C. **Green Bins:** Since February 2017 residents have been able to participate in the City of Barrie's Green Bin program. Each unit has been given a small green bin. There are large green bins in each garbage chute room. Green Bins are for Organic Waste Material only, which includes food scraps, peelings, spoiled/leftover food, pot/plate scrapings but also for house plant pruning's etc. You must use compostable bags or paper liners ONLY in your Green Bin and then place your kitchen Green Bin bag/liner into the larger Green Bin in the Garbage chute room. No loose waste can be placed in the large green bin. (This prevents mess and smell). The large Green bins will be emptied daily, Monday to Friday, but NOT ON WEEKENDS. Please do not use the large Green bins between Friday afternoon and Sunday evening. This prevents smells, mess and possibly insects or rodents. Green bin material CANNOT be put into regular garbage. This will result in the City of Barrie charging us for garbage pickup. The City does do random checks of our garbage.
- D. Loose garbage is not to be deposited in the garbage chute. All garbage must first be properly bound, packaged or bagged to prevent mess, odours and disintegration during its fall down the garbage chute or in the disposal rooms.
- E. Newspapers and magazines shall not be thrown down the garbage chute, but shall be deposited in the designated recycling bins.
- F. Cartons and large objects which might block the garbage chute shall be cut into reasonably-sized pieces and placed directly into the recycling bins located in the garage.

- G. No garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 8:00 a.m. Recyclables shall not be placed in the recycle bins during the same time period.

## **10. TENANCY OCCUPATION**

- A. No Unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the Unit, the Owner shall have delivered to the Corporation a completed **Tenant Information Form, which is available in the mailroom, a duly executed Tenant's Undertaking and Acknowledgement, also available in the mailroom, a Pre-Authorized Payment form, also available in the mailroom, and an executed copy of the Application/Offer to Lease and the Lease itself. This is a requirement of the Condominium Act 1998. Failure to comply will result in an administrative fine of \$200.00 per incident.**
- B. Within seven (7) days of ceasing to rent his Unit (or within seven (7) days of being advised that his tenant has vacated or abandoned the Unit, as the case may be) the Owner shall notify the Corporation in writing that the Unit is no longer rented.
- C. All Owners shall be responsible for any damage or additional maintenance to the Common Elements caused by their tenants and will be assessed and charged therefore.
- D. During the period of occupancy by the tenant, the Owner shall have no right of use of any part of the Common Elements.
- E. The Owner shall supply to the Board his current address, telephone number, work address, email address and telephone number during the period of occupancy by a tenant.

## **11. PARKING**

- A. No **motor vehicle** other than a private passenger vehicle shall be parked on any part of the Common Elements, including any part thereof, of which any Owner may have the exclusive use. No **repairs** shall be made to such motor vehicle on the Common Elements.
- B. Effective June 2000, there shall be only **one parking space** per Unit. Grandfather clause: Owners who purchased prior to said date may retain the number of spaces they have at present, but may not acquire additional space(s) in the future. For example, if they now use one space, they cannot claim exception to the rule effective June 2000, and claim extra spaces now or in the future.
- C. The **outdoor parking** spaces are numbered and assigned to specific units. Residents must park in their assigned outdoor spot at all times.

- D. If a resident finds an **unknown vehicle parked in their assigned outdoor parking space**, they need to notify Bayshore Property Management at 1-888-919-0996, Monday to Friday, during daytime hours or the Bayshore After Hours Emergency number during evenings and weekends at 1-800-265-9695. Depending on the time of day, Bayshore will then notify either the City of Barrie Parking Enforcement Dept. or the Police, to ticket the vehicle. Once the vehicle has been ticketed, Bayshore will then call a tow truck company to remove the vehicle from 414 Blake Street. **Residents may park in a visitor parking spot until the unknown vehicle has been removed from their assigned parking space.** There will be NO cost to residents for the ticketing and towing of unknown vehicles.
- E. Owners with an exclusive-use **indoor parking** space must use it at all times and must not park in the outdoor lot.
- F. Owners are not to park in the visitor's parking spaces **except if they are waiting for an unknown vehicle to be ticketed and towed from their assigned outdoor parking space.** The visitor's parking spaces are to be used by visitors, personal support workers and other caregivers, and trades people.
- G. No Owner shall grant, transfer license or in any manner attempt to transfer to any other person exclusive use of those parts of the Common Elements consisting of the **indoor parking** spaces referred to in paragraph II, of schedule "F" of the Declaration, without written approval from the Board, and any attempt to do so shall be null and void, ad initio. If a Unit Owner rents his indoor parking space, he must inform the Property Manager.
- H. All visitors **must display a permit on their dashboard if parked in the building's lot between the hours of 2:00 a.m. and 7:00 a.m.** Permits have been delivered to each Unit. The permit shall be the official permit authorized and issued by the Board of Directors, the Property Manager and/or its designated agent. Overnight visitors are to park in Visitor Parking or the resident's parking space only.
- I. No building, structure or tent shall be erected and no trailer, either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the Common Elements.
- J. No service or repairs shall be made to any motor vehicle, trailer, boat, snowmobile or equipment of any kind on the Common Elements.
- K. No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Elements, nor in any Unit. However, short term parking of a motor vehicle or moving truck shall be permitted on the driveways for the sole purpose of loading and unloading furniture or other household effects of the Owner or occupants, provided that the length of time for such parking is limited to the period reasonably necessary to perform the service.
- L. All motor vehicles operated by Owners/tenants must be registered with the Property Manager. Each Owner shall provide to the Property Manager the licence numbers of

- all motor vehicles driven by residents of that Unit. The Owner/Tenant Information Form is available in the mailroom.
- M. No motor vehicles shall be driven on the roadway portion of the Common Elements at a speed in excess of 15 Km/hour.
  - N. No person shall place, leave, park or permit to be placed, left or parked upon the Common Elements any motor vehicle which may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon seventy-two (72) hours written notice from the Property Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Property Manager, in default of which the motor vehicle may be removed from the property by the Board, the Property Manager and/or its designated agent at the expense of the Owner. If a motor vehicle is left standing in a parking space and is unlicensed the vehicle may be towed without notice to the Owner and at the Owner's expense.
  - O. Guests and visitors shall park only in areas designated as visitor parking.

## **12. BALCONIES AND EXCLUSIVE USE AREAS**

- A. No hanging or drying of clothes is allowed on any balcony or exclusive use area.
- B. Propane, gas and charcoal barbeques are prohibited on balconies.
- C. Chimineas are not allowed as smoke can enter adjoining Units.
- D. No antenna, satellite dish, aerial, or similar structure shall be erected or fastened to any Unit
- E. Balconies and exclusive use areas shall not be used for the storage of any goods or materials.
- F. No Owner shall do or permit anything to be done in or about their Unit that may in any way increase the risk of fire such as, but not limited to, overloading electrical circuits or storing flammable material in a hazardous manner.
- G. Only seasonal furniture is allowed on balconies and exclusive use areas. All such items shall be safely secured in order to prevent such items from being blown off the balcony or exclusive use areas by high winds.
- H. No Owner, occupant or tenant shall do or permit anything to be done on a balcony or exclusive use area which does, or may reasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the Units and/or Common Elements by other Owners, occupants or tenants.
- I. No awnings or shades shall be erected over or outside of balconies and exclusive use areas.
- J. Seasonal decorations (such as Halloween and Christmas) must be neat, maintained and removed promptly after the holiday. Halloween decorations are not to be put up prior

to October 15<sup>th</sup> and must be removed within the first week of November. Pumpkins are to be disposed of in a garbage bag as part of regular household garbage. Christmas decorations are not to be put up prior to December 1<sup>st</sup> and are to be taken down by the end of January. Christmas lights are to be mounted using clips only – no screws, nails, etc. Christmas lights can be removed at a warmer time provided they are unplugged, but are to be removed no later than the end of March.

- K. No balcony shall be enclosed, decorated, landscaped or covered by any awnings or otherwise without the written consent of the Corporation. As a safety precaution, no hanging baskets, ornaments or plants shall be installed unless at least 2 feet inside the perimeter of the balcony railing. Flower boxes must be installed on the inside of the balcony railing. Any spillage occurring during watering must be cleaned up immediately. Balcony mats or carpets may not be glued or permanently affixed; they must be removed by October 31<sup>st</sup> and stored during winter months.
- L. Nothing shall be placed on the outside of window sills or balcony railing.
- M. 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 the Owner has exclusive use.

### **13. MULTI-PURPOSE ROOM (Party Room on First Floor)**

- A. No resident shall permit more persons to be present in the Party Room than is allowed by the Fire Department and/or City of Barrie which is thirty-seven (37).
- B. Cats or dogs weighing no more than 25 pounds are allowed in the Party Room, when accompanied by their owner. **No pet shall be allowed to make any noise while in the Party Room.** If the Board of Directors or Property Manager receives a complaint about a pet making noise in the Party Room, a Board Member or the Property Manager will ask the owner/resident/visitor to remove the pet from the Party Room and, if necessary, the building.
- C. Someone from the event must be stationed at the locked lobby door to receive guests at all times.
- D. Tea towels and dish cloths are provided in the kitchen. Please launder them after use and return them to the kitchen.
- E. Chairs and tables must be stacked and left as you found them.
- F. All dishes, glasses, and cutlery must be washed, in the dishwasher, and put away after use.
- G. The Party Room may not be used for any purpose after 12:00 a.m.
- H. No resident shall permit noisy, rowdy or raucous behavior in or adjacent to the Party Room, nor any behavior or noise which disturbs the comfort and quiet enjoyment of other residents.

- I. Additional parking required during an event must be requested from the Lions Gate Hall by the Owner using the Party Room. Large numbers of guests may NOT park on building premises.
- J. A coat rack and a mat for boots are located in the west stairwell hallway. NO wet footwear to be allowed in the Party Room. During the winter, the boot tray will be left in the Party Room along with a mat at the door.
- K. Garbage and recycling is to be left in the receptacles in the kitchen. The cleaner will empty the receptacles.
- L. NO food or drinks are permitted in the hallways or lobby at any time.
- M. Electrical outlets in the kitchen must only be used for one appliance at a time or a fuse will blow.
- N. Residents must sign out any items from the Kitchen and/or Party Room if they are using them in their suite. A book to record such items is on the kitchen counter beside the microwave.
- O. If a resident has to store personal food items in the kitchen refrigerator or freezer in an emergency (their fridge/freezer is broken) all food must be labelled with the resident's name and unit number.
- P. No resident shall permit any illegal act in or adjacent to the Party Room or upon the property of the Condominium Corporation.
- Q. No auction sale shall be held on the property.

#### **14. ELEVATORS AND MOVING**

- A. **The time and date for moving or delivery shall be fixed in advance (minimum of 48 hours prior to the move date) by arrangement with the Property Manager.** Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose. The service elevator shall be used for the delivery of any goods, services or home furnishings where the pads to protect the elevator shall be installed.
- B. The **resident** must supervise any move in or out from the Lobby. **Moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 6:00 p.m., Monday to Friday and on Saturday by special appointment only, and shall not take place on Sundays and public holidays.** If there is a necessity to use the service elevator outside of these hours, a charge of \$25.00 per hour will be levied and the Property Manager must be informed at least 48 hours prior.
- C. **All move ins and move outs must be supervised by the Resident, in the Lobby.**
- D. It shall be the responsibility of the Owner, through the person reserving the service elevator, to notify the Property Manager and to request an inspection of the elevator and adjacent Common Elements immediately prior to using the elevator. Upon

completion of moving into or out of the building or the delivery, the Owner reserving the elevator shall request an immediate re-inspection of the elevator and affected Common Elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the Owner of the Unit and the person reserving the elevator. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the Property Manager as soon as possible following the move or damage and the Owner of the Unit shall be responsible therefore.

- E. Corridors and elevator lobbies shall not be obstructed prior to, during, or after the move or delivery.
- F. The Property Manager must be notified when large items are being delivered in order to prepare the elevator.

## **15. SALE OF UNIT(S)**

- A. Owners must, prior to listing their Units for sale, notify the Board, in writing, of such intent, including the name, address and phone number of the listing agent. One Lobby door FOB only may be given to the listing agent. Other agents wishing to view the Unit must obtain the keys and FOB from the listing agent.
- B. The real estate listing must contain the following text: "ADULT LIFESTYLE BUILDING" and "PARKING FOR ONE VEHICLE ONLY".
- C. If the listing agent holds an open house for the Unit, they must have an additional agent from their office remain at the Lobby door, at all times, during the open house.
- D. The agent attending the Lobby door during an open house must obtain, and keep a written record of, the name and address of all attendees to the open house.
- E. For Sale signs and lock boxes are not allowed to be posted or affixed in or on any Common Elements.
- F. The Owner must provide the Board of Directors with a copy of the real estate listing.

Approved by the Board of Directors of SCC#10 on **October 11, 2018**.