

RULES AND REGULATIONS

**PEEL CONDOMINIUM CORPORATION NO. 327
300 WEBB DRIVE
MISSISSAUGA, ONTARIO
L5B 3W3**

Issued: August 15th, 2011

INTRODUCTION

The *Condominium Act*, 1998 and the Condominium documentation which all original Owners received, contain a number of Rules, Regulations and By-laws designed to assist our Corporation to operate in a business like manner that is in the best interest of the majority of Residents. Your Board of Directors are also authorized by legislation and the above listed documents to introduce additional Rules and Regulations for the same purpose.

The full list of "Regulations" is lengthy and not easy to find among the many pages of the Corporation's documentation. All Residents should, however, be very familiar with them, particularly those which establish the "do's and do not's" that must be followed for the maximum comfort and enjoyment for the majority of Residents.

Some of the matters contained in this package are also contained in the Corporation's Declaration or By-laws and are included here for information purposes. At the first reading, a few Residents may think some of the Rules and Regulations are too restrictive. A moment's reflection, however, should clarify the need for certain restrictions if communal living, such as the Corporation offers, is to accommodate the wishes of the majority.

Property Management, as directed by the Board of Directors, is responsible to ensure that the Rules and Regulations are observed by all Owners, Residents, and/or Tenants or licensees, their families, visitors, guests and employees or agents of any of the above. All infractions of the Rules and Regulations should be reported in writing to Property Management using the forms provided outside the management office. Your co-operation in this regard will be greatly appreciated by your condominium community.

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**RULES RESPECTING THE USE OF COMMON ELEMENTS AND
UNITS ON PEEL CONDOMINIUM CORPORATION NO. 327**

**ORIGINALLY MADE AND PASSED BY THE BOARD OF DIRECTORS OF
PEEL CONDOMINIUM CORPORATION NO. 327
ON THE 30th DAY OF MARCH, 2011**

The Board of Directors of Peel Condominium Corporation No. 327 (the Corporation) has repealed all previous Rules and Regulations of the Corporation and has replaced same with the hereinafter set out.

The following Rules and Regulations shall be observed by the Owner(s), Tenant(s), or any Resident(s) of the units, and the terms "Owner", "Tenant", and "Resident" or the plurals thereof, shall be construed in the singular or plural as the context may require, and each such term shall be deemed to include the others of such terms and shall include all persons in occupancy of any unit together with such Owner, Tenant, or Resident and shall further include the Guests or Visitors of any such Owner, Tenant, Resident, or any such person or persons.

1.00 DEFINITIONS

1.01 The following terms shall have the following meanings:

"Corporation" shall mean Peel Condominium Corporation No. 327;

"Board" shall mean the Board of Directors of Peel Condominium Corporation No. 327;

"Building" shall mean the building on the property, and the associated grounds, as per the plans filed as the Description;

"Superintendent" or **"Superintendents"** shall mean the Superintendent or Superintendents of the building from time to time or any of them;

"Property Manager" or **"Manager"** shall mean the Property Manager hired by the Corporation;

"Owner" shall mean a legal owner of a unit(s) within the Building, and shall include "Owners";

"Resident" shall mean a person who resides within the Building, and shall include "Residents";

"Guest" shall mean one who stays overnight, or longer, with, or with the permission of, an Owner or Resident, and where no financial transaction with respect to the use of the suite has occurred or will occur. "Guest" shall include "Guests".

"Visitor" shall mean one who is invited to visit or visits for a day or part thereof, and "Visitor" shall include "Visitors";

"Tenant" shall mean one who occupies a unit by means of a lease for a term of no less than one year.

"Licensor" shall mean the Corporation, its' officers, directors and/or agents;

"Licensee" shall mean a Resident of the Building who executes a licensing agreement with the Corporation.

Where applicable, the terms used herein shall have ascribed to them the definitions contained in the Condominium Act, R.S.O. 1990 Chap C.26 and the Regulations made thereunder, and any amendments to the said Act and Regulations.

2.00 ENFORCEMENT

- 2.01 These regulations apply to all present and future Owners who shall be subject to and shall comply with the provisions of the Act, the Declaration, the By-laws and any other Rules and Regulations of Peel Condominium Corporation No. 327 (hereinafter referred to as "the Corporation").
- 2.02 In addition to all other means of enforcement available to the Corporation, attention is directed to Section 134 of the Act which provides that a regulation duly imposed by the Act, the Declaration, the By-laws or the Rules and Regulations (hereinafter referred to as "Documentation") may be enforced by an order of the Court directing the performance of the duty.
- 2.03 Any and all losses, costs or damages incurred by the Corporation by reason of a breach of any provision in the Documentation of the Corporation in force from time to time, by any Owner, or any person, thing or animal for whom or for which the Owner is responsible, shall be borne and/or paid for by such Owner and may be recovered on a solicitor and client basis by the Corporation against such Owner in the same manner as common expenses or as may be provided in the Condominium Act or in any other lawful manner.
- 2.04 In addition to any other enforcement proceedings which may be available to the Board of Directors pursuant to the *Condominium Act* the Board shall also have the authority to deal with Owners who violate the Documentation as follows:
- I) the offending Owner shall be notified in writing by the Property Manager and/or the Board of Directors with respect to the first violation and shall be given fourteen (14) days to rectify the violation where applicable, or signify their future willingness to comply with the Corporation's Documentation;
 - II) upon the occurrence of the second violation the Owner shall again be notified in writing by the Property Manager and/or the Board of Directors and shall within two (2) days after receipt of said notice provide a written undertaking to comply with the Corporation's Documentation, to the Board of Directors;
 - III) upon the occurrence of the third violation, the Board of Directors may suspend the Owner from further use of the Corporation's facilities for a period of time to be determined by the Board of Directors acting reasonably;
 - IV) upon the occurrence of any further violation, the Board of Directors may after meeting with the Owner, require the Owner to place a security deposit with the Corporation, and said security deposit may be forfeited and considered liquidated damages in the event that any further breaches of the provisions of the Corporation's Documentation should occur;
 - V) at any time following the third violation of the Documentation, the Board of Directors in their discretion may forward the information to the Corporation's solicitors for disposition as per the Condominium Act.

3.00 FIRE PREVENTION

- 3.01 No one shall do or permit anything to be done in their unit which will conflict with any federal, provincial or municipal laws relating to fire.
- 3.02 No one shall do or permit anything to be done in their unit or on the common elements or bring into or keep anything in their unit or on the common elements which will in any way increase the risk of fire or the rate of fire insurance on the building or on any personal property kept therein, or on the personal property belonging to any Owner or Resident, or conflict with the laws relating to fire safety or with the regulations of the Fire Department or with any insurance policy carried by the Corporation, or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- 3.03 No one shall overload existing electrical circuits. Electrical circuits shall be used in accordance with the prescribed specifications. All electrical appliances or equipment used in any unit shall comply with the applicable regulations of appropriate authorities from time to time in force.
- 3.04 No storage of any highly combustible or offensive goods, provisions or materials shall be kept on/in any unit, locker, storage space or on any part of the common elements.
- 3.05 No one shall leave cooking food unattended, in suites or on any common elements.
- 3.06 No one shall heat oils/foods to such a high temperature as to cause excessive smoke.
- 3.07 No one shall open the suite door to ventilate cooking smoke from the suite into the hallways. If the fire department is called the Owner(s), may be charged for dispatching the fire department.
- 3.08 No one shall fail to use the stove fan/range hood at all times while cooking.
- 3.09 No one shall fail to call the Superintendent or Management office if cooking smoke has been allowed to escape any suite, causing a general building fire alarm.
- 3.10 Any fees associated with a general building fire alarm deemed to be false by the fire department shall be charged back to the unit Owner if it is determined that the alarm was caused by an Owner, Resident, Tenant or their Guests and/or Visitors.
- 3.11 Smoking is not permitted in any of the indoor common elements. This shall include the lobby, facilities, the elevators, parking garages, and all hallways and stairwells.
- 3.12 No Owner shall bring a live Christmas Tree onto the common elements or into a unit.
- 3.13 No one shall fail to comply with the municipality's fire and safety rules.
- 3.14 No one shall fail to empty and properly maintain the dryer lint traps in either the unit ceilings or walls and within any dryer.

4.00 GENERAL SECURITY

- 4.01 No one shall fail to report forthwith to the Superintendent or management office any incident of unauthorized entry to the building or any emergency concerning any elevator or otherwise affecting the safety and security of the building.
- 4.02 No one shall fail to ensure that any door to the building is firmly locked after use.

- 4.03 No one shall fail to leave their motor vehicle locked, with windows closed, and keys removed upon leaving the motor vehicle parked in the parking areas.
- 4.04 No one shall admit any Visitors or tradesmen to the building unless such Visitors or tradesmen are known to such person, or are on business with or making a delivery to such person.
- 4.05 Visitors are required to use the main entrance and identify themselves through the speaker system to the unit Resident before entering the building.
- 4.06 No one shall fail to report promptly any accidental spills or undue untidiness to the Superintendent or Management.
- 4.07 No one shall solicit or permit solicitation by any person in the building for any cause, charitable or otherwise, except for the canvassing or distributing of election material.
- 4.08 No auction, garage sale or other events to which the general public is invited shall be held on the property without the prior written consent of the Board, which consent may be arbitrarily withheld.
- 4.09 No alcoholic beverages shall be consumed anywhere on the common elements except the picnic area and the party room or otherwise permitted by law.
- 4.10 No common element area, including the lobby, halls and stairwells, shall be used for the purpose of loitering.
- 4.11 Fobs shall be used at all times for all doors with readers. Fobs can be purchased from the Corporation to replace old or damaged fobs, or if lost or stolen, at a fee set by the Board of Directors from time to time.
- 4.12 The Corporation shall retain keys to all units. Each Owner shall leave a key to the entry lock of his or her Unit in the Management office for use when there is an emergency. If the Corporation does not have a key, any damage caused to a unit or common element due to forced entry during an emergency is the sole responsibility of the Owner. No Owner may change or re-key the lock without providing forthwith, within twenty-four (24) hours, to the Board of Directors or the Property Manager a key to the re-keyed lock.
- 4.13 No Owner may add an additional lock which may be opened from the hallway. The hallway entry door is considered to be part of the common elements and, as such, belongs to the Corporation.
- 4.14 Upon being provided with at least twenty-four (24) hours prior written notice by the Corporation, an Owner shall permit the Corporation, or its authorized servants, agents or employees, access to the Owner's unit to inspect, for the purposes of maintenance and repair, any exclusive use common elements to which that unit has direct and sole access or any other of the common elements which can only be accessed from the unit.
- 4.15 A Resident shall be allowed access to a unit if the suite key is lost or misplaced. The person requesting access to the unit must provide I.D., and be registered with the management office.

5.00 VEHICLE AND PARKING CONTROL

- 5.01 No one who is not an Owner, Tenant, Guest, Visitor or who does not work for or on behalf of the Corporation shall park on the premises.
- 5.02 All motor vehicles operated by Owners, Residents, or Tenants that are authorized to park in the parking garage must be registered at the management office. The description of the vehicle and the license number must be registered at the management office. The registry information shall be used only for Corporation business.

- 5.03 Parking units may only be used for one (1) motor vehicle as defined in the Declaration.
- 5.04 Each parking unit shall be used only for the parking of one private passenger vehicle or motorcycle. Trucks, one-half ton pick-up, three-quarter ton pick-up, or van, or sports utility vehicle which, by reason of size, are unable to easily enter the underground parking garage, or easily occupy a parking space, shall not be driven therein or parked thereon. Trailers, oversized vehicles, motor homes, boats, snowmobiles, mechanical devices, toboggans, machines or equipment of any kind are not permitted within the parking garage or common elements. Vehicles shall be less than the maximum height restriction of 6 feet six inches (6'6"). The Corporation has no obligation to facilitate a parking spot for oversized vehicles.
- 5.05 All Owner's motor vehicles must have an official parking decal. Any Owner wishing to park a vehicle in a parking unit must first obtain a parking sticker (or decal). A sticker will only be issued upon completion of either the Owner's Information Sheet or the Tenant's Information Sheet and any other related information which the Board of Directors may require from time to time. The sticker or decal must be affixed to the motor vehicle on the lower left driver's side of the windshield.
- 5.06 Any change to the information previously provided on the form(s) must be reported immediately to the management office.
- 5.07 One garage remote control unit may be issued for each registered vehicle if requested. A non-refundable fee will be charged for each remote at an amount determined by the Board of Directors from time to time.
- 5.08 No Owner or Resident shall place, leave, park or permit to be placed, left or parked in or upon a parking space or the common elements any unroadworthy vehicle that in the opinion of the Board of Directors or Property Manager may pose a potential damage to the property. Upon notice by the Property Manager, the owner of such vehicle shall be required to attend to the vehicle as circumstances require and as directed by the Manager. Any non-functional or derelict vehicles will be towed from the common elements if the condition is not corrected within 30 days of notification of violation of the rule. The term "unroadworthy motor vehicle" means any motor vehicle that:
- I) does not display a current license plate in the form and manner prescribed by the Ontario Highway Traffic Act and regulations enacted thereunder, or
 - II) appears to be unsafe, dangerous or inoperable to the extent that a Safety Standards Certificate as provided for by the Ontario Highway Traffic Act could not be issued in relation to the said motor vehicle, or
 - III) is lacking any component(s) or part(s) which would be required for the safe and legal operation of the motor vehicle in accordance with the Ontario Highways Traffic Act.
 - IV) which, in the opinion of the Board of Directors and/or the Property Manager, may generally propose an esthetic, security or safety risk, either caused by its length of unattended stay, its physical condition ie. leaking fluids or its actual or potential damage to the common elements.
- 5.09 An unroadworthy motor vehicle parked or left on any part of the common elements contrary to these Rules and Regulations is liable to be tagged or towed away and stored in a suitable place and all costs, charges and expenses associated with such towing and storage shall forthwith be paid to the Corporation by the owner of the motor vehicle. Any such costs, charges and expenses are collectible in the same manner as common expenses upon notice to the unit Owner of the amount of such costs, charges and expenses. The unit Owner is responsible for all such aforementioned costs, charges and expenses resulting from towing and storage of an

unroadworthy motor vehicle belonging to such Owner, his or her family or any member thereof, or any other Resident of his or her unit, or any Guests, invitees or licensees of such Owner or Resident.

- 5.10 The following procedures shall be taken by the Board of Directors or the Property Manager before the unroadworthy motor vehicle is towed away and stored in accordance with the preceding rule.
- I) an investigation shall be made to determine the ownership of the vehicle either by existing license plates on the vehicle or by its location in the exclusive use of a particular unit;
 - II) the owner of the vehicle shall be given written notice that it has been found to be in violation of these Rules and Regulations. The notice should further state that the motor vehicle will be towed away and stored if the vehicle is not made safe and operable within 30 days of the date of the notice. The notice shall be delivered by regular mail to the address of the owner of the motor vehicle, if known, and/or to the unit Owner assigned to the parking spot, and a copy of the said notice shall be placed visibly on the front windshield of the derelict motor vehicle.
- 5.11 The leasing of a parking unit to any person other than a Resident of 300 Webb Drive is not permitted.
- 5.12 Drivers shall observe directional signs in the parking garage and shall use designated driving lanes only. Drivers shall not enter a ramp from the prohibited direction and drivers shall not take short cuts through designated parking areas. When driving up or down the ramp, all motor vehicles must keep to the right.
- 5.13 No one shall fail to obey any traffic rules wherever posted and in particular where posted at entrances and exits to the property and in the underground parking area.
- 5.14 All motor vehicles in motion in the indoor parking areas must have their headlights on.
- 5.15 No motor vehicle shall be driven on any part of the common elements at a speed in excess of the posted speed limit.
- 5.16 No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.
- 5.17 Parking is prohibited in fire routes and fire zones, entrance ways, delivery and service areas, rights of way or any other areas of the parking garage that are not defined as parking spaces.
- 5.18 Parking units shall not be used for the storage of any item or material (ie: tires, signs, oil pans, cement blocks, etc.), other than authorized vehicles.
- 5.19 No one shall park a motor vehicle on the common elements not designated as a parking spot, or in such a manner as to cause any part of the vehicle to overhang onto the common elements.
- 5.20 The sidewalks, driveways, walkways, passageways, and stairwells shall not be obstructed or used for any purpose other than ingress to and egress from the units and parking areas within the common elements.
- 5.21 No unit Owner or Resident shall install, or permit to be installed, any barrier or enclosure or partial enclosure of the parking unit.
- 5.22 No one shall permit any gasoline, oil or other harmful substance to escape onto the surface of the parking spaces, driveways or common elements. The owner of the vehicle who's vehicle leaks oil, anti-freeze etc., must thoroughly clean the affected area within 24 hours of being notified by the

management office or the Superintendent. If the areas are not cleaned to the satisfaction of the Board of Directors within 24 hours, the Corporation will clean the area on behalf of the vehicle owner. The costs of said cleaning and any damage to the surface of the garage floor or pavement, are to be borne by the unit Owner.

- 5.23 No Owner shall loan, rent, lease or license any parking unit or units to Non-Residents or overnight Guests. Under such circumstances, the Owner of the parking unit(s) shall be responsible for the escape of gasoline, oil or other harmful substance and any other damage caused to the property.
- 5.24 No servicing, vacuuming, washing or repairs shall be made to any motor vehicle on the common elements or in a parking unit.
- 5.25 Propane fuelled vehicles are prohibited within the parking garage.
- 5.26 No motor vehicle occupying a parking space near a fire hose cabinet shall be parked in a manner that would prevent access to the cabinet, or obstruct the cabinet door from being opened a minimum of 90 degrees.
- 5.27 The parking units shall be subject to a right-of-access over, along, and upon such parking units at all times when necessary in favour of the Corporation, its servants, agents and employees for the purpose of ingress to and egress from mechanical, electrical and service areas and equipment and for garage sweeping and repairs.
- 5.28 Motorcycles and mopeds shall be licensed and equipped with the most recently approved noise control devices and operated only on the roads and driveways of the property and in such a manner so as not to disturb the Owners and Residents.
- 5.29 Visitors are only permitted to park in areas indicated by signs designating "VISITOR PARKING". **Owners are not permitted to use Visitor parking spaces.** Visitors are not permitted to park in any underground garage parking space.
 - I) Visitors staying between the hours of 7:00 p.m. and 9:00 a.m. must obtain a parking tag from the unit Owner or Resident.
 - II) Owners only are issued a maximum of three (3) parking tags for their Visitors and Guests. Tenants must obtain their parking tags from the owner of their unit. Owners are responsible for reclaiming the Tenant's parking tags upon termination of the lease.
 - III) Owners may obtain replacement parking tags only for lost, damaged or stolen tags from the management office during office hours at a cost to be determined by the Board of Directors from time to time.
 - IV) Residents with Visitors who will be staying for longer than three (3) days must notify the management office with the parking tag number, the vehicle license plate number and the make and model of the vehicle in order to prevent ticketing and/or towing at the vehicle owner's expense. The notification must be done either in writing, by telephone during normal management office hours or using e-mail.
 - V) Owners, Residents and Tenants may also rent additional parking tags on a temporary basis for special occasions or functions. These rental parking tags may be obtained from the management office during regular business hours. Residents who rent parking tags are responsible for returning them to the management office by the close of the next business day. A deposit is required to obtain these temporary parking tags at a cost to be determined

by the Board of Directors from time to time. Any parking tags not returned will be considered stolen, cancelled immediately and the deposit forfeited.

VI) Visitors must display a clearly visible parking tag during the hours mentioned above. Visitors not displaying a valid parking tag or displaying a wholly or partially obscured tag will have their vehicles ticketed by the City of Mississauga Enforcement Division.

VII) Visitors who are repeatedly ticketed may have their vehicles towed in accordance with the policies and procedures of the City of Mississauga Enforcement Division.

5.30 Visitors that do not abide by parking rules will be subject to having their vehicles tagged and/or towed away at their own risk and expense.

5.31 Visitor parking is restricted to automobiles, light trucks and motorcycles only. Trailers, heavy trucks and commercial vehicles are not permitted.

5.32 No person shall enter or leave the building on foot by way of the garage door used for entry and exit by motor vehicles.

6.00 USE OF COMMON ELEMENTS AND UNITS

6.01 Each unit shall be occupied and used only as a private single family residence in accordance with any applicable zoning By-law of the City of Mississauga.

Items 6.02 to 6.09 are the Rules Respecting Transient Use of Units

6.02 No residential unit or part of a residential unit shall be used for any "transient" or "commercial" use, including, without limiting the general meaning of these terms, any of the following:

- I) the carrying on of a business;
- II) hotel or boarding or lodging house use;
- III) the disposition of an Owner's or Tenant's right to occupy the residential unit whereby the party or parties acquiring such interest or right is or are entitled to use or occupy the unit on a transient use basis or under any arrangement commonly known as time sharing;
- IV) any use, occupancy, lease or sublease by persons other than the registered Owner with the exception of bona fide Guests of the Owner or Lessee, for a term of less than one (1) year.

6.03 All tenancies for units shall be in writing.

6.04 In addition to any requirements pursuant to Rule 7.00 (Owners and Tenants), within 30 days of the lease or renewal of lease for any residential unit or part of a residential unit, the owner shall:

- I) notify the Corporation in writing that the unit has been leased.
- II) provide the Corporation with the lessee's name, the owner's address and a copy of the lease or renewal or a summary of it in the prescribed form pursuant to Section 83 of the Condominium Act, 1998.

- III) provide the lessee with a copy of the Declaration, By-Laws and the Rules and Regulations of the Corporation.
- 6.05 If a lease of a residential unit or a part of a residential unit is terminated and not renewed, the Owner shall notify the Corporation in writing of same within 7 days of the termination.
- 6.06 For the sake of clarity and without limiting the generality of these Rules Respecting Transient Use of Units, in the event that a unit is leased to a corporation, partnership or other legal entity, the occupants of the unit shall be considered to be the Tenants for the purposes of these rules and a change in the occupants of the unit shall be treated as a Tenant taking possession of the unit pursuant to a new lease that must comply with these rules.
- 6.07 For the purposes of these Rules Respecting Transient Use of Units, all references to a lease includes a sublease or assignment agreement and all references to a Tenant include a subtenant or assignee.
- 6.08 No Tenant may sublet a unit or assign a lease and a unit Owner may not consent to a sublease or assignment.
- 6.09 Each of the provisions of these Rules Respecting Transient Use of Units shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of the provisions of these rules.
- 6.10 No one shall harm, mutilate, destroy, alter or litter any of the landscaping on the property, including grass, trees, shrubs, hedges, flowers or flower beds. No one shall place tables or other objects on the lawns so as to damage them or prevent their reasonable growth or to interfere with the cutting of the lawns.
- 6.11 No one shall engage in any form of sport, or ride a bicycle, or roller blade, or skateboard on the common element areas, driveways, or parking spaces. The lanes, gardens, walks and other external common elements shall be used in a quiet and proper manner and with due respect to the comfort and convenience of other Owners.
- 6.12 Children are not permitted to play in the corridors of the building, stairways, elevators, exterior or interior driveways or in any parking area of the common elements.
- 6.13 No one is permitted to loiter or congregate in the corridors of the building, stairways, elevators exterior or interior driveways or in any parking area of the common elements.
- 6.14 Food and beverage consumption is prohibited in any of the recreation facilities (as defined in Article 11.01) unless posted otherwise.
- 6.15 No building or structure or tent shall be erected and no trailer with or without living, sleeping or eating accommodation, shall be placed, located, kept or maintained on the common elements.
- 6.16 No decoration, ornamentation, door knockers, kick stand or otherwise, may be affixed to the exterior of suite doors. Holiday decorations, for example Christmas wreaths, may be hung on suite doors, using non-invasive hanging technology but must be removed within two weeks after the holiday.
- 6.17 No change to the outer surface of any unit access door shall be made including additional locks and viewers without the prior written consent of the Board of Directors.
- 6.18 All door locks must be manual, brass coloured locks. No fingerprint recognition, combination or any other type of electronic lock is permitted.

- 6.19 No articles, carriages, carts, motorized carts, bicycles, footwear, mats, refuse, garbage, or other objects shall be left in the corridors or stairwell areas.
- 6.20 No radio or television antennae, dish receiver, aerial tower or similar structure and appurtenances thereto shall be erected or, fastened to any unit, the common elements, visible from a window, or exclusive use common elements, except by the Corporation in connection with a common television cable or other system.
- 6.21 No signs, billboards, notices or other advertising matter of any kind shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building, windows, or the interior or exterior common elements without the prior written consent of the Board of Directors.
- 6.22 No awnings, or shades, or enclosures shall be erected over and outside of the windows, and no alterations or decorations on such windows, shall be permitted without the prior written approval of the Board.
- 6.23 With respect to any window; blinds and/or curtains shall be installed. The back side of the blind and/or curtain which faces the exterior of the building must be neutral in colour. Where, in the opinion of the Board of Directors or the Property Manager, such blinds or curtains do not reflect a neutral exterior, then such must be replaced by the Owner within two (2) weeks of written notice to conform to the requirements of this rule. No aluminum foil, sheets, flags or other non-conventional window coverings shall be used.
- 6.24 All sliding windows and/or screens are the responsibility of the unit Owner to repair or replace as required.
- 6.25 No mops, brooms, dusters, rugs or bedding shall be shaken, beaten or hung from any window or door.
- 6.26 No bird feeders are allowed in windows.
- 6.27 Nothing shall be thrown out of the windows of the building. An Owner shall not permit anything whatsoever to fall from the windows or doors of his/her unit, nor shall any Owner, Tenant, Visitors, or employees sweep or throw from his/her unit any dirt, water or other substances upon the common elements.
- 6.28 No one shall do or permit anything to be done in their unit or bring or keep anything therein that will in any way obstruct or interfere with the rights of other Residents or in any way injure or annoy them.
- 6.29 Owners, Guests, Visitors and employees shall not create or permit the creation of, or continuation of, a noise or nuisance which, in the opinion of the Board of Directors or the Property Manager, may or does disturb the comfort or quiet enjoyment of other Owners, Guests, Visitors, and persons having business with them.
- 6.30 No noise caused by any instrument, stereo, television, or other device or otherwise howsoever caused, which, in the opinion of the Board of Directors, disturbs the comfort or quiet enjoyment of another Resident(s), shall be permitted.
- 6.31 Renovations or repairs which require hammering, drilling, or any other related activity which creates noise or disturbs others in any way must give notice to the management office of the start and completion date. Owners are only permitted to perform such activities between the hours of 9:00 a.m. to 8:00 p.m., Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday and is not permitted on Sundays and Statutory holidays.

- 6.32 No one shall cause or permit the transmission of noise through flooring from one residential unit to another or to any common element area, where such noise is disturbing to any other Resident. Written notice shall be given to the Owner or Resident if the situation persists.
- 6.33 If the Corporation receives complaints about noise emanating through the flooring from a particular unit, the Board may, after having investigated the complaints and being reasonably satisfied with the legitimacy of the complaints, require the Owner of the unit to install and maintain underpadding and/or carpeting, sufficient to prevent any noise disturbance to surrounding units, on at least 85% of all floor surfaces in each room within the residential unit, except for the kitchen, bathrooms, entrance, utility room and closets, if the Board in its reasonable discretion believes that such installation may alleviate the problem.
- 6.34 During renovation work, deliveries and moves, and in the interest of preserving and maintaining the common areas of the Corporation, particularly the elevators, carpets and walls, it is required that the Owner notify the Property Manager 24 hours in advance, in order to provide for the necessary precautions to prevent damage. Owners will be responsible for any costs that may ensue to the Corporation or other Owners, resulting from such work. The contractor or workmen must remove all debris from the building daily. Owners must ensure that the common elements are kept clean and not damaged.
- 6.35 No locker space shall be used in such a way to constitute a nuisance or danger to the units or common elements nor result in the violation or contravention of any applicable zoning or building by-law(s) and/or fire, health or safety regulations of any government authority and any use shall be in strict accordance with the Condominium Act, Declaration, By-Laws and Rules and Regulations of the Corporation.
- 6.36 Water shall not be left running unless in actual use. In-suite water lines shall be shut off at the valve in the unit used for the dishwasher and washing machine when the Resident(s) leaves the unit for extended periods.
- 6.37 Residents shall not leave the unit while the dryer, or the washing machine or the dishwasher is in operation.
- 6.38 No one shall fail to ensure that all appliances are cycled off or in the off position before leaving the unit.
- 6.39 Garborators are illegal and are not permitted in residential units.
- 6.40 Toilets and other water apparatuses shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes, kitty litter or other substances shall be thrown therein. Any damage resulting from misuse or from unusual or unreasonable use shall be the responsibility of the Owner, Guests, Visitors, employees or agents who cause same.
- 6.41 No one shall install an additional air conditioning unit in their unit.
- 6.42 No one shall fail to properly maintain and operate any humidifying or dehumidifying unit so as to prevent the escape of water.
- 6.43 No one shall fail to properly maintain interior plants so as to prevent the escape of water.
- 6.44 No one shall create or permit the creation of odours which may disturb or which in fact do disturb other Residents.
- 6.45 No one shall tamper with or cause malicious damage to fan coil units, thermostats, heat detectors, smoke detectors, speakers, or security panels.

- 6.46 The air conditioning/heating unit is the responsibility of the Owner to maintain and/or repair.
- 6.47 All pipes and/or hardware which are visible in the unit are the responsibility of the Owner i.e. P-trap and shut-off valves.
- 6.48 No unlawful, offensive, improper or immoral use, as defined in law, shall be made of any unit or any of the common elements of the Corporation property. All municipal and other ordinances, laws and regulations of all government regulatory agencies must be strictly observed.
- 6.49 No unit shall be used for any business, commercial or professional purpose including the office of doctor, dentist, lawyer, chiropractor or drugless practitioner, etc. where customer/client traffic through the common use areas is required.
- 6.50 No business transactions involving common use areas i.e. babysitting, swimming lessons etc. are permissible.
- 6.51 Insurance for contents, betterments, improvements and liability within the unit is the responsibility of the Resident(s) of the unit.
- 6.52 Newspapers left in the corridors by third parties, and not collected by Residents in a reasonable timeframe may be collected and disposed of at the discretion of the Property Manager and the Superintendent.
- 6.53 Elevators shall not be used in any manner that will endanger or inconvenience other Owners. Without limiting the generality of the above statement; elevators shall not be overloaded, and doors shall not be pried open or kept open by any device that will prevent them from closing.
- 6.54 The filming of any motion picture, photography or videotape for commercial purposes is prohibited.
- 6.55 No Owner or Resident shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her unit or the adjacent common elements. Owners and Residents shall immediately report to the Property Manager all incidents of pests, insects, vermin or rodents.
- 6.56 Upon receipt of written notice, each unit Owner and Resident shall permit entry to his/her unit for the purpose of conducting pest control operations, including any spraying program. Each unit Owner and Resident shall prepare the unit in the manner prescribed in the said notice and shall permit and facilitate entry into the unit by any authorized pest control personnel and shall co-operate in order to carry out the full intent of this rule.

7.00 OWNERS AND TENANTS

- 7.01 Prior to moving into a unit, each Owner or Tenant shall complete an Elevator Reservation form, which is available from the management office. No elevator shall be used for moving unless the Elevator Reservation form and a deposit is provided to the Property Manager or Superintendent. Elevator deposits will be returned only by the Property Manager, once the Superintendent has completed a post-move elevator and hallway inspection. The amount of the deposit shall be determined by the Board of Directors from time to time.
- 7.02 As soon as possible following move-in, and preferably concurrent, each Owner and/or Tenant shall complete a Resident Registry form, as per the Condominium Act. This information is kept strictly confidential and is necessary for the safety and security of the Residents. The entry phone system will not be updated with any new Resident's information and no entry code issued until the Resident Registry form is on file.

- 7.03 Each Residential unit shall be used as a single-family dwelling unit and for no other purpose. The maximum occupancy for each unit, (As per the Ontario Building Code as prescribed in O. Reg 403/97) is two (2) adults per sleeping room or sleeping area (bedroom, solarium, and/or den).
- 7.04 Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family or any member thereof, any other Resident of his/her unit or any Guests, invitees or licensees of such Owner or Resident to or with respect to the common elements and/or all other units, except any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. For the sake of clarity, the deductible portion of any claim for indemnity under any policy of insurance maintained by the Corporation shall be considered an uninsured loss for which the Owner remains fully responsible.
- 7.05 No Owner shall rent his dwelling unit except upon:
- (I) ascertaining, in writing, that the proposed Tenant of such dwelling unit intends to park no greater number of motor vehicles than the number of parking units owned by such Owner and which are leased to the Tenant as part of the lease of the dwelling unit;
 - (II) the Tenant certifying to the Corporation in written form, as in Schedule B, that the Tenant will not park on the premises more motor vehicles than the number of parking units such tenant is entitled to occupy pursuant to the lease with the Owner.
- 7.06 In addition to any requirements pursuant to Rule 6.04, upon entering into any lease of his/her unit, the Owner, or the Owner's appointed agent shall provide:
- (I) the Tenant with a copy of the Declaration, By-laws and Rules and Regulations, copies of which can be purchased from the Corporation at a fee determined by the Board of Directors;
 - (II) the Corporation with the Owner's new or existing offsite address and telephone number by providing such information to the Property Manager and to the Tenant;
 - (III) to the Corporation such other information as the Board of Directors may reasonably require.
- 7.07 Within twenty (20) days of ceasing to rent his/her unit or within twenty (20) days of being advised that his/her Tenant has vacated or abandoned the unit, as the case may be, the Owner, or his/her authorized agent shall notify the Corporation, in writing, that the unit is no longer occupied or rented.
- 7.08 Owners shall ensure that their Tenant(s) strictly comply with the provisions governing the use and occupation and leasing of residential units set forth in these rules. If an Owner fails to obtain the Tenant's Resident Registry form, duly completed, and covenant required by the Declaration from his Tenant as required, or fails to ensure his/her own compliance and that of the Tenant(s) with the requirements of the Condominium Act, the Declaration and the Rules and Regulations, any person or persons intending to reside in the residential unit and use the common elements shall be considered an unauthorized person and entry to the building or any part of the common elements including the recreational amenities may be expressly denied to that person by the Property Manager or Superintendent until such person(s) and the Owner have fully complied with the Act, the Declaration and the Rules and Regulations.
- 7.09 No Owner or authorized agent of a dwelling unit who has leased, rented out, or licensed such unit to an entity or person or persons who is or are in residence in such dwelling unit (such Owner being hereinafter referred to as an absentee Owner) shall be permitted to use directly or indirectly,

any common element area or any amenity or amenity area in any of the common element areas. Such absentee Owner shall, however, be permitted entry to the common element areas of the property for the purposes of attendance at or to Corporation business meetings or in order to attend at the dwelling unit itself in order to deal with the occupant or the dwelling unit in matters concerning the tenancy or occupancy of the dwelling unit.

- 7.10 Every new Resident shall register with management office the fobs and garage door openers which were turned over by the previous Owner or the previous Tenant immediately prior to their moving in.
- 7.11 No one shall fail to notify the Property Manager or Superintendent immediately if their fob and/or garage door opener is lost or stolen.

8.00 UNIT RENOVATIONS

- 8.01 Renovation Request forms must be filled out completely and submitted to the management office no less than two (2) weeks before renovations are scheduled to begin. The Renovation Request form is part of the renovation package available in the management office.
- 8.02 All Renovation Request forms must be accompanied with the required samples and specification sheets. A list of required samples and specification sheets is included with the renovation package.
- 8.03 No renovation work may begin until the Renovation Request form has been authorized, signed and dated by the Board of Directors or a designate. Management will immediately stop any renovation work started prior to the approval of the request.
- 8.04 All renovations must conform to the latest version of the Ontario Building Code and the Electrical Safety Code standards as published by the respective authorities. In addition, all renovation work must also conform to the materials listed in the renovation package.
- 8.05 All renovations are subject to inspection and verification by the Board of Directors or their designate. If the renovation work is to be performed by a licensed contractor, the contractor's registration number must be included with the renovation request documents.
- 8.06 If there is any discrepancy between these Rules and Regulations and the applicable building codes, the building codes shall prevail unless these rules and/or specifications exceed the building code requirements.
- 8.07 No part of the structure of any unit and no part of the electrical, drainage or plumbing systems of any unit and no part of any facility servicing more than one unit or contained in a bearing wall shall be altered, removed, replaced, moved, extended or added to, without the prior written consent of the Corporation; provided, however, that the provisions of this paragraph shall not require any Owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall or ceiling which is within any unit.
- 8.08 All references to common areas shall be as defined by "Section IV - Boundaries of Units and Monuments" and Schedule "C" of the Declaration. The materials used in the common area renovations must be of the same type and quality as listed in the materials section of the renovation package.
- 8.09 All electrical work must be performed by a licensed electrician as per the Electrical Safety Code.

The name and registration number of the licensed electrician must be provided in writing to the management office and will be kept on file with the unit documentation. All materials and installations shall conform to the latest version of the Electrical Safety Code.

- 8.10 All electrical work performed in the common areas (e.g. – outlets that are located between your unit and another unit or hallway) must have a building permit and inspection report for electrical work filed with the appropriate authority. A copy of the building permit and the associated inspection report must be provided to the management office and will be kept on file with the unit documentation.
- 8.11 All plumbing work in the common areas (e.g. – all tub and shower piping and taps located behind the wall) must be performed by a licensed plumber. The name and registration number of the licensed plumber must be provided in writing to the management office and will be kept on file with the unit documentation.
- 8.12 All plumbing work in the common areas must have a building permit if required by the building code. If a building permit is required, a copy of the building permit and the associated inspection report must be provided to the management office and will be kept on file with the unit documentation.
- 8.13 All floors in units except in the bathrooms, kitchens, entrance and utility rooms must be carpeted or covered in a suitable manner to prevent structural sound transmission. Notwithstanding the foregoing laid flooring, including but not limited to hardwood flooring, may be installed after receiving prior written approval from the Board of Directors and must be laid in accordance with all current Federal, Provincial and Municipal Building Codes, By-Laws and Regulations and the Corporation Rules and Regulations relating to sound transmission.
- 8.14 All carpeting, laminate, vinyl and engineered wood flooring must have an approved underlayment with a minimum STC (Sound Transmission Class) value of 60 or higher and a minimum IIC (Impact Insulation Class) value of 60 or higher. Approved underlayments are listed in the materials section of the renovation package. If parquet flooring was originally installed as a unit upgrade and this type of flooring is being replaced, the new flooring must have an approved underlayment. All other types of flooring must be approved individually by the Board of Directors.
- 8.15 All renovation work must be done between the hours of 9:00 a.m and 8:00 p.m. from Monday to Friday and between 9:00 a.m. and 6:00 p.m. on Saturdays. No work is permitted on Sundays or Statutory Holidays.

9.00 GARBAGE & RECYCLING

- 9.01 Residents shall comply with such Rules and Regulations concerning the use of the garbage chutes as may be created by the Board of Directors and posted or otherwise notified to Residents.
- 9.02 No one shall place, leave or permit to be placed or left in, or upon, the common elements, including those of which such Owner has the exclusive use, except in such areas hereinafter mentioned, any debris, refuse or garbage.
- 9.03 Nothing shall be placed in the garbage chute which may result in the blockage of such chute.
- 9.04 All debris, refuse and garbage, except the materials hereinafter mentioned, shall be placed in the garbage chute in the garbage room located on each floor by Residents residing on such floors.

- 9.05 All items designated as recyclable by the Region of Peel shall not be placed in the garbage chute, but shall be placed in recycling containers in the Recycling Room located on the ground floor. Large cardboard boxes shall be brought down to the main recycling areas and broken down to fit the recycling containers. Recycling bags are available in the management office.
- 9.06 No one shall leave garbage of any kind on the floor of the garbage room and chute areas of each floor.
- 9.07 No one shall fail to wrap and tie all garbage in bags small enough to freely fit into the garbage chute.
- 9.08 No one shall fail to push the garbage bag down the chute, and ensure the chute door is firmly closed after use.
- 9.09 No one shall put coat hangers into the garbage chute.
- 9.10 Flammable materials including aerosol cans shall not be placed in garbage chutes.
- 9.11 Garbage chutes are to be used only during posted hours.
- 9.12 The disposal of any large items such as furniture, etc. must be brought down to the disposal area designated by the Property Manager or Superintendent only on Tuesday evenings. The elevator must be booked in the normal manner in order to move these items. This will allow the item to be taken out the back door of the service elevator and the installation of the protective elevator padding to be hung if necessary to prevent damage to the elevator car. If a Resident wishes to have the item disposed of prior to Tuesday evening, the Corporation will make arrangements to do so at a cost determined by the Board of Directors.
- 9.13 The disposal of all appliances is governed by the Region of Peel. Residents are responsible for contacting the Region to arrange for pick-up from the designated disposal area. The fees associated with the disposal are the responsibility of the Resident.
- 9.14 No electronic devices may be disposed of on Corporation property. Electronic devices are, for example, computer equipment, televisions, telephones, radios, etc. These devices must be disposed of as per the Region of Peel's guidelines available at www.peelregion.ca/waste.

10.00 DELIVERIES/MOVES

- 10.01 All moving vans and delivery vehicles are required to provide the following information with Superintendent:
- I) delivery company name and address;
 - II) name of Resident and unit for delivery;
 - III) arrival and departure times.
- 10.02 The Superintendent or Property Manager must obtain the above information from the Resident before any delivery vehicle will be permitted to enter and remain on the common elements in a space designated by Superintendent for such purpose.
- 10.03 Arrangements for using the elevator when moving in or out, **or** from floor to floor must be made a minimum of seventy-two (72) hours in advance with the Property Manager. The time and date of a move must be booked well in advance. Only upon receipt of the security deposit will the booking be confirmed and valid. All bookings will be confirmed on a first come, first served basis.

- 10.04 No moving or delivery of any furniture and/or furnishings, interior decorating or renovation material or tools shall take place through the lobby. Furniture and/or equipment may be moved in or out of the building through the rear moving door and only by the service elevator assigned for such purpose. Proper elevator wall protection will be attached at the Superintendent's discretion.
- 10.05 Moves are accepted Monday through Saturday, between 9:00 a.m. to 1:00 p.m. and 1:00 p.m. to 5:00 p.m. There are no moves allowed on Sunday or Statutory Holidays.
- 10.06 A Security/Damage Deposit in a form of cash or certified cheque is required in an amount set by the Board of Directors when the elevator is booked and will be refunded provided no damage is done to the elevators, or common elements.
- 10.07 Where damage to the elevator or any part of the common elements has been caused by the movers or by the movement of furniture and equipment into or out of a unit, the person whose name is on the Elevator Reservation form and/or the Owner of the suite shall be responsible to the Corporation for the cost of repairing such damage. The cost of repair shall be assessed by the Property Manager or Superintendent as soon as possible after the move, on the basis of quotations. The Corporation may collect any such amount owing as provided in the Condominium Act, the Corporation's Declaration or by any other lawful means.
- 10.08 A pre and post inspection of all common areas and elevator for damage will be done prior to a move in or out of the building or a delivery.
- 10.09 Heavy furniture and appliances shall be moved in such a manner as not to cause damage or marks to floors, halls, landings or stairs.
- 10.10 Household furniture and goods will not be left in hallways. These items must be moved directly into the unit or moving room.

11.00 PETS

- 11.01 The Corporation reserves the right to limit the maximum weight of any pet to 25 lbs (10 kilograms) in the Board of Directors' absolute discretion.
- 11.02 All pets residing in a unit must be registered with the management office and current vaccination certificates should be available if requested.
- 11.03 A "seeing-eye" dog is not considered a pet.
- 11.04 No pets shall be allowed under any circumstances in the public or common areas of the building, except to enter or exit the building.
- 11.05 When taking a pet for a walk, Owners shall use the lobby or rear door to enter and leave the building.
- 11.06 When transporting the pet from their unit, the Owner shall either carry the pet or hold it on a short leash, not exceeding 1.25 meters (4.1 feet) at all times.
- 11.07 Pets may only be walked on the grounds of the South East side of the property.
- 11.08 Visitors are not permitted to bring pets onto the Corporation property.
- 11.09 When animals pollute the grounds and common areas, Residents are responsible for cleaning up after their pets.
- 11.10 Owners are responsible for any damages caused by their pets.

- 11.11 Pets shall be kept clean and groomed at all times and may not be permitted to create any inconvenience, noise or disturbance or soiling on/or about the premises. Paws must be wiped upon entering the building.
- 11.12 No breeding of pets for sale shall be carried on, in or around any unit.
- 11.13 No pet that is deemed by Property Management, in its absolute discretion, to be a nuisance shall be kept by any Owner of any unit or in any other part of the property. Any Owner that keeps a pet on the property or any part thereof shall, within two weeks of receipt of a written notice from the Board of Directors or the Property Manager requesting the removal of such pet, permanently remove such pet from the property.
- 11.14 Only one dog, or two cats, or one dog and one cat per unit is allowed.
- 11.15 Pet excrements must be in a plastic bag and may only be disposed in outside garbage containers or pushed down the garbage chute.
- 11.16 No reptiles, rodents, livestock or fowl or exotic pet of any kind other than as herein defined, shall be permitted within any unit or on the common elements.
- 11.17 No Residents are permitted to have temporary guardianship of a pet unless authorized by the Board of Directors in writing.

12.00 AMENITIES AND COMMON ELEMENTS

- 12.01 Recreation facilities are: the swimming pool, saunas, hot-tubs, change rooms, exercise room, theatre room, library, backyard/barbeque area, indoor driving range, squash court, racquetball court, tennis court and hobby room. These facilities are available to Residents as per the posted hours.
- 12.02 The Corporation, its officers, directors, employees and/or agents are not responsible for personal injury and/or loss of or damage to personal property, howsoever caused, while Residents and their Guests are using the amenities and common elements. Residents and their Guests use the facilities at their own risk. By acceptance of delivery of a fob, an Owner agrees to release and forever discharge the Corporation and its officers, directors, employees and/or agents, from any and all claims or demands whatsoever arising from the use of the amenities and common elements.
- 12.03 As there are no medical facilities available in the building, those on medication, with respiratory and/or heart problems or other physical disabilities are urged to consult a physician before using any of the facilities.
- 12.04 Except where such Visitor is unqualified or otherwise prohibited as hereinafter set out, any Visitor may make use of any of the amenities in the building provided that the Owner or Tenant being visited is present with such Visitor at all times.
- 12.05 Smoking, drinking and eating is not permitted at anytime, in any of the amenity areas (except the backyard/barbeque area where posted) or in any of the indoor common elements, such as washrooms, hallways, stairwells, and lobby. No one shall use the recreation facilities while under the influence of alcohol, tranquilizers or other drugs that cause drowsiness or that raise or lower blood pressure.
- 12.06 A maximum of four (4) Guests per suite are permitted at any one time, unless otherwise posted on each facility entrance door, to use all or any of the recreation facilities. Guests must be

accompanied by an adult Resident at all times. Each Owner/Resident is responsible for ensuring that their Guests are fully aware of, and abide by, all Rules and Regulations.

- 12.07 Boisterous or disruptive behaviour shall not be allowed at any time, in any of the amenities or common areas.
- 12.08 Appropriate attire is to be worn at all times; eg. robes and footwear are to be worn when moving to and from the recreation facilities.
- 12.09 The Property Manager and/or Superintendent are authorized to prohibit the immediate use of amenity areas, and to request the removal of any persons who willfully violate any of the relevant Rules and Regulations listed below. The Board of Directors, acting reasonably, may suspend or terminate the right of an Owner, Tenant, Visitor or Guest to use the amenities or any one of the amenities.

13.00 SWIMMING POOL AND HOT-TUB AREAS

The provisions of Ontario Government Regulation 792/77 as amended under The Public Health Act Swimming Pools apply to the use of the swimming pool and hot-tub(s). A Medical Officer of Health, or a Public Health Inspector, or an Officer of the Ministry, may enter upon a public swimming pool at any reasonable time whether the swimming pool is open for use or not.

The Corporation, its officers, directors, employees and/or agents are not responsible for personal injury and/or loss of or damage to personal property, howsoever caused, while Residents and their Guests are using the swimming pool and/or hot-tub(s). Residents and their Guests use the facility at their own risk. By acceptance of delivery of a fob, an Owner agrees to release and forever discharge the Corporation and its officers, directors, employees and agents, from any and all claims or demands whatsoever arising from the use of the swimming pool and/or hot-tub(s).

Use of the swimming pool and hot-tub(s) shall be governed by the following:

- 13.01 In the case of an emergency, the Corporation has provided an emergency telephone line.
- 13.02 The swimming pool/hot tub facility is unsupervised. Resident(s) and their Guest(s) use the swimming pool and hot-tub(s) at their own risk.
- 13.03 The swimming pool and hot-tub(s) are open from 10:00 a.m. until 8:00 p.m. for all ages. The hours of 6:00 a.m. until 10:00 a.m. and 8:00 p.m. until 10:00 p.m. are reserved for adults only (aged 18 and over).
- 13.04 Bathers under 12 years of age are not permitted in the swimming pool or hot-tub areas unless accompanied by a parent/guardian or his/her agent who is not less than 16 years of age, as required by Provincial and Municipal regulations. A Resident or Tenant is required to be in attendance when their Guests use the swimming pool and/or hot-tub(s).
- 13.05 Guests will be allowed to use the swimming pool only when it is below the maximum bather load requirements (25 persons).
- 13.06 Residents must ensure that their children are aware that they must not urinate in the swimming pool and/or hot tub(s), and must use the washroom facilities prior to entering the swimming pool and hot-tub areas. Children in diapers and/or those who are not toilet trained are prohibited from using the swimming pool, unless proper swimming diapers are utilized.
- 13.07 Municipal and Provincial Regulations require that every bather take a cleansing shower, using soap and warm water, and thoroughly rinse off, before entering or re-entering the swimming pool and hot-tub areas or using the swimming pool and/or hot-tub(s).

- 13.08 Proper swimming attire (i.e. bathing suits) must be worn while using the swimming pool and/or hot-tub(s).
- 13.09 Persons with shoulder length or longer hair must tie hair up and secure same (bathing cap recommended).
- 13.10 Polluting the water in the swimming pool, in any way; eg. spitting, spouting of water, blowing the nose in the swimming pool, hot-tub(s) or on the deck, or otherwise releasing human secretions/excretions, is absolutely prohibited.
- 13.11 No person infected with any communicable disease, or having any open sores, lesions, or rashes on his/her skin shall enter the swimming pool or hot-tub areas.
- 13.12 No oils, creams or soaps may be used in the swimming pool.
- 13.13 Persons going to, or leaving the swimming pool/change rooms, must be appropriately attired in dry clothing and/or cover-ups; e.g. a robe or other cover-up, slippers or other footwear.
- 13.14 Wet swimming attire or wet clothing are not permitted in the lobby or corridors.
- 13.15 No glass receptacles of any kind are permitted in the swimming pool, in the hot-tub(s), on the swimming pool deck, in the saunas or in the change rooms.
- 13.16 No smoking, use of beverages, including alcohol, or food are permitted in the swimming pool and/or hot-tub areas.
- 13.17 Radios, tape recorders and CD players may not be used in the swimming pool and/or hot-tub areas or the change rooms, unless they are battery operated, and used with earphones.
- 13.18 Adjustment of any controls that regulate the swimming pool is prohibited. Malfunctions should be reported immediately to the Property Manager or the Superintendent.
- 13.19 Running on the swimming pool and hot-tub decks, splashing, jumping, or any form of boisterous or disruptive behaviour is absolutely forbidden in or about the swimming pool and/or hot-tub areas.
- 13.20 No inflated toys, air mattresses, tricycles, etc. are allowed in the swimming pool area. Approved therapeutic flotation equipment may be used if required.

14.00 SAUNA

The Corporation, its officers, directors, employees and/or agents are not responsible for personal injury and/or loss of or damage to personal property, howsoever caused, while Residents and their Guests are using the sauna. Residents and their Guests use the facility at their own risk. By acceptance of delivery of a fob, an Owner agrees to release and forever discharge the Corporation and its officers, directors, employees and agents, from any and all claims or demands whatsoever arising from the use of the sauna.

The use of the saunas are governed by the following:

- 14.01 The sauna is open from 6:00 a.m. until 10:00 p.m. daily.
- 14.02 The sauna is designed for dry heat.
- 14.03 The sauna door shall not be left open.

- 14.04 Prolonged use of the sauna may be injurious to your health. It is not recommended to be alone in the sauna.
- 14.05 Municipal and Provincial Regulations require that every bather take a cleansing shower, using soap and warm water, and thoroughly rinse off, before entering or re-entering the sauna.
- 14.06 Alcoholic beverages are not permitted in the sauna at any time.
- 14.07 No glass receptacles of any kind are permitted in the sauna areas.
- 14.08 No person under 16 years of age is permitted to use the sauna unless accompanied by a Resident who is at least 16 years of age.
- 14.09 Pregnant women, and persons suffering from heart disease, diabetes, high or low blood pressure, shall not use the sauna without a doctor's written permission. Persons under the influence of alcohol, anti-coagulants, anti-histamines, vasoconstrictors, vacillators, stimulants, hypnotics, narcotics, or tranquilizers, and children 12 years of age or less shall not use the sauna.
- 14.10 Persons infected with a communicable disease are advised against using the sauna until their condition improves.

15.00 EXERCISE ROOM

The Corporation, its officers, directors, employees and/or agents are not responsible for personal injury and/or loss of or damage to personal property, howsoever caused, while Residents and their Guests are using the exercise room. Residents and their Guests use the facility at their own risk. By acceptance of delivery of a fob, an Owner agrees to release and forever discharge the Corporation and its officers, directors, employees and agents, from any and all claims or demands whatsoever arising from the use of the exercise room.

The use of the exercise room shall be governed by the following:

- 15.01 The exercise room is open from 6:00 a.m. until 10:00 p.m. daily.
- 15.02 Use of the exercise room is restricted to persons over the age of 16. Residents over the age of 18 are permitted two (2) Guests. For safety reasons, no children except infants in car seats/carriers are allowed in the exercise room.
- 15.03 Availability of the equipment is on a first come – first served basis. However, if others are waiting, limit your use of the equipment out of courtesy for the other Residents.
- 15.04 No person using the weights in the exercise room shall drop the weights.
- 15.05 Boisterous or disruptive behaviour shall not be allowed at any time.
- 15.06 Appropriate exercise attire/gym clothing (including shirts and athletic shoes) must be worn while using the facility.
- 15.07 All users must wipe down the machinery or equipment after use.
- 15.08 Radios, tape recorders and CD players may not be used unless they are battery operated, and used with earphones.
- 15.09 No food or drinks (water only) are permitted in the exercise room.

16.00 TENNIS, RACQUETBALL AND SQUASH COURTS

The Corporation, its officers, directors, employees and/or agents are not responsible for personal injury and/or loss of or damage to personal property, howsoever caused, while Residents and their Guests are using the tennis, racquetball and squash courts. Residents and their Guests use the facility at their own risk. By acceptance of delivery of a fob, an Owner agrees to release and forever discharge the Corporation and its officers, directors, employees and agents, from any and all claims or demands whatsoever arising from the use of the tennis, racquetball and squash courts.

The use of these courts shall be governed by the following:

- 16.01 The racquetball, squash and tennis courts are open from 8:00 a.m. until 10:00 p.m. daily.
- 16.02 These courts are not to be used for commercial purposes.
- 16.03 Residents wanting to use these courts must book a time on the reservation sheet located on the table in the main facilities hallway. A 2 ½ hour maximum booking per day per suite is permitted.
- 16.04 No children under the age of 12 are allowed on these courts without parental supervision.
- 16.05 No bicycles, skateboards, skates, etc. are allowed on these courts. The courts are to be used to play tennis, racquetball and squash only. All other activities are prohibited unless prior written permission from the Board of Directors is granted.
- 16.06 Any audio equipment is not permitted on these courts.
- 16.07 No food or drink (except water) are permitted in the court areas.
- 16.08 Yelling, screaming and the use of profanity are prohibited.
- 16.09 Proper attire including non-marking shoes is required at all times. Shirts must be worn at all times.
- 16.10 Anyone found in violation of any of the above may lose their privilege to use these courts.

17.00 LIBRARY ROOM

- 17.01 Residents over the age of 16 are permitted 3 guests at any given time. The Resident must be present at all times.
- 17.02 For safety purposes, children under the age of 16 may not use this facility without adult resident supervision.
- 17.03 No smoking, food or drink (except water) is permitted.
- 17.04 You may borrow books from this library, however we ask that you return them when you have finished reading them.
- 17.05 Keep books on the shelves in a neat and orderly manner.
- 17.06 Maximum use: 2 hours.
- 17.07 This facility is open from 8:00 a.m. to 10:00 p.m. daily.

18.00 THEATRE ROOM

- 18.01 Residents over the age of 16 are permitted 4 guests.
- 18.02 Residents wanting to use this room must book a time on the reservation sheet located on the table in the main facilities hallway. A 2 ½ hour maximum booking per day per suite is permitted.
- 18.03 Please read instructions on how to operate the equipment before using.
- 18.04 Reservations are held for 10 minutes from start time. After this period, the time slot becomes available to others.
- 18.05 Any damage or malfunction must be reported immediately to the management office or the superintendent .
- 18.06 Children under the age of 16 are not to use this facility without adult resident supervision.
- 18.07 A Resident must be present at all times.
- 18.08 No smoking, food or drink (except water) is permitted.
- 18.09 This facility is open from 8:00 a.m. to 10:00 p.m. daily.

19.00 BILLIARD ROOM

- 19.01 Residents over the age of 18 are permitted 4 guests and Residents under the age of 18 are permitted 2 guests.
- 19.02 Residents wanting to use this room must book a time on the reservation sheet located on the table in the main facilities hallway. A 2 ½ hour maximum booking per day per suite is permitted.
- 19.03 All Guests using this facility and children under 16, must be accompanied by an adult resident.
- 19.04 A Resident must be present at all times.
- 19.05 When finished playing, please set the table for the next game and place the cue sticks in the rack.
- 19.06 No smoking, food or drink (except water) is permitted.
- 19.07 Maximum playing time: 2 ½ hours.
- 19.08 This facility is open from 8:00 a.m. to 10:00 p.m. daily

20.00 BICYCLE STORAGE

The Corporation, its officers, directors, employees and/or agents are not responsible for personal injury and/or loss of or damage to personal property, howsoever caused, while Residents are using the bicycle storage. Residents use the bicycle storage at their own risk. By acceptance of delivery of a fob and/or key (if required), an Owner agrees to release and forever discharge the Corporation and its officers, directors, employees and agents, from any and all claims or demands whatsoever arising from the use of the bicycle storage areas.

- 20.01 Bicycle storage areas are located in the underground garage. The bicycle racks are located on level P1 and the bicycle storage rooms are located on level P1 and level P2.

- 20.02 All bicycles being stored must be registered with the management office. Upon registration, a bicycle identification tag will be issued and a bicycle storage unit or rack space will be allotted. Prior to obtaining a bicycle identification tag, the Resident must complete a Bicycle Registration form.
- 20.03 The bicycle identification tag is Corporation property and must be returned to the Property Manager if no longer required or when the holder ceases to be a Resident of the Corporation.
- 20.04 Bicycles must not be stored or parked in a parking unit or on any part of the common elements not designated for bicycle storage.
- 20.05 Any bicycles chained to posts, fences or rails located throughout the common elements or unauthorized bicycles using the bicycle storage will be forcibly removed and impounded at the Owner's expense.
- 20.06 Owners authorized to use the bicycle storage areas designated by the Corporation will provide their own locks.
- 20.07 The Corporation endeavours to protect the property of the Residents, but will not be responsible for any loss or damage, howsoever caused, to bicycles or attachments.
- 20.08 For safety reasons, bicycles must not be ridden up or down garage ramps or within the parking garage. Safety practices must be observed at all times.
- 20.09 Bicycles are not permitted to be taken through the lobby. When bringing your bicycle in and out of the building, please use the rear door.

21.00 BACKYARD / BARBEQUE AREA

- 21.01 The backyard and barbeque area is open year round. The hours of allowable barbeque operation are from 8:00 a.m. until 10:00 p.m. daily. Residents may use this area for their quiet enjoyment beyond the barbeque operation hours. Due to the proximity of Resident units, keep the noise to a minimum before 8:00 a.m. and after 10:00 p.m.
- 21.02 The barbeque area is not available for rental. It is open to all Residents. If a Resident has Visitors and/or Guests, they may not occupy all the tables, chairs and/or barbeques.
- 21.03 Barbeques are available on a first come – first served basis. There are four (4) barbeques with two (2) grills per barbeque. If a Resident is only using one (1) grill, consider sharing the open grill with another Resident if the other barbeques are occupied.
- 21.04 Residents must supply their own charcoal for use on the barbeques. As a safety measure, ensure that the charcoal and barbeque lighter fluid(s) are stored according to all applicable laws and the condominium Rules and Regulations.
- 21.05 The water feature and surrounding gardens are for the visual and listening enjoyment of the Residents and their Visitor(s) and/or Guest(s). These are not a play area for children. Parents are responsible for ensuring the children under their care do not enter these areas.
- 21.06 The lawn area adjacent to the barbeque area and the lawn area adjacent to the tennis court may be used as a children's play area. Children under 12 years must be supervised by an adult at all times while in the backyard area.
- 21.07 There are no pets, skateboards, rollerblades, bicycles or other vehicles allowed in the backyard area.

- 21.08 Residents who fail to obey these Rules and Regulations, may have their backyard privileges revoked.

22.00 RENTAL OF PARTY ROOM FOR SOCIAL FUNCTIONS

- 22.01 No Resident may use the Party Room for social functions until the Resident fills out and executes the licensing agreement which sets out the terms and conditions for use of the room. This document is available in the management office.
- 22.02 The Licensee shall provide a refundable booking deposit for use of the room in an amount determined by the Board of Directors from time to time.
- 22.03 The Licensee shall pay a non-refundable fee for use of the room in an amount determined by the Board of Directors from time to time.
- 22.04 The Licensee may be required to pay for a security guard as determined by the Board of Directors.
- 22.05 The function/event to be held shall be restricted to personal use only, and not for the use of any other outside organization or related activity, and the Licensee shall not permit any activities on the premises that conflict with any Federal or Provincial statute or Municipal By-Law or the Condominium Act, or the Declaration, By-laws and Rules and Regulations of the Licensor.
- 22.06 The Licensee will ensure that all visitors to the function enter the common elements and leave the common elements by those entrances and exits as designated by the Corporation or its representatives. It is understood and agreed that prior to the function itself, such entrances and exits will be so designated to the Licensee and the security guard shall be instructed that only those entrances and exits be used.
- 22.07 When alcoholic beverages are being served, minors under nineteen (19) years of age are only permitted on the premises when accompanied by a person 19 years of age or over. No alcohol or food may be consumed outside of the area licensed for the purpose.
- 22.08 The Party Room functions are permitted for social events only and not for personal gain.
- 22.09 Musical entertainment must end by 12:00 a.m. and the premises vacated no later than 1:00 a.m. Upon vacating the premises, the Licensee must ensure that all visitors have left the building, unless some visitors are relocating to the Licensee's unit, and will confirm this fact to the security guard or the Superintendent. The Licensee acknowledges that reasonable sound levels will be maintained at all times.
- 22.10 Smoking is strictly prohibited in the Party Room, and it will be the responsibility of the Licensee to ensure that this rule is strictly adhered to by all attendees at the function. An ash bucket will be provided outside the east door for use during a party. It is the responsibility of the Licensee to ensure the Visitors use this bucket to dispose of the cigarette butts and to bring the bucket inside at the end of the party.
- 22.11 Confetti, rice, beans, or similar matter are not permitted to be thrown whatsoever in the Party Room or the premises..
- 22.12 No candles or open flames are permitted in the Party Room.
- 22.13 The visitors of the Licensee will have no access to other recreational facilities of the Corporation. The Licensee must ensure that no person attending the function loiters in the hallways, stairwells, parking areas, or lobby of the Corporation and that the function is contained in the premises described in the License Agreement at all times. In the event that this covenant is breached, then

the security guard or the Superintendent shall have the "RIGHT TO TERMINATE" the use of the premises and the premises must be vacated forthwith. The doors of the premises leading to the common areas shall remain closed at all times during the function, except when people are arriving or leaving the Party Room.

- 22.14 The Licensee shall be responsible for any damage from his/her own act or that of his/her visitors or suppliers and must remain on the said premises at all times during the said function. Prior to the function's commencement, the Licensee shall complete a pre-party inspection with a representative of the Corporation. Thereafter, any damage to the premises or any other part of the property must be paid for in full by the Licensee. The Licensee shall be responsible for any damage caused by his/her own act or that of their visitors. At the termination of the function, the Licensee shall complete an after party inspection of the premises with a representative of the Corporation. The Licensee hereby authorizes the Corporation to deduct from the security/damage deposit, the cost to repair damage noted upon the said inspection.
- 22.15 The Corporation may hold back a sum to be determined by the Board of Directors as a penalty for the unreasonable breach of the rules or any term of the license agreement. Subject to said right of deduction for cleaning, security and damages and penalty, if applicable, the security deposit, after relevant deductions, shall be returned to the Licensee.
- 22.16 The maximum number of people using the premises at any one time or for any one event shall be limited to as per Fire Marshall Regulations and other applicable legislation.
- 22.17 The Licensee shall be responsible for ensuring that all function accessories are removed from the room in preparation for cleaning immediately following the function. Inspection for damage will be done by the Superintendent and the Licensee immediately after the function.
- 22.18 The Licensee assumes responsibility for all claims relating to injuries to persons or damage to property or any other loss arising from the use of the premises in the licensing agreement and agrees to indemnify and save harmless the Corporation against such claims. The Licensee shall be personally liable for any damage caused to the premises, its contents or to any unit or to any part of the common elements by the Licensee or anyone attending the function.
- 22.19 The Corporation covenants and agrees with the Licensee to allow, subject to the rules and the terms of the license agreement, unhampered use of the premises, unless such use becomes a nuisance to the other Owners and/or Residents, of the Building. The Licensee's rights are subject to the rights of the Corporation representatives to enter the function from time to time to ensure that the covenants and conditions of this agreement are complied with.
- 22.20 The Licensee understands and agrees that all of the Rules and Regulations and provisions of the Declaration are part of the License Agreement and the Licensee agrees to perform all things necessary to comply with those Rules and Regulations and provisions.
- 22.21 The Licensee agrees to indemnify and save harmless the Corporation and its management from all fines, liabilities, suits, claims, demands and actions of any kind or nature on the function of the undersigned or guests.
- 22.22 Arrangements must be made in advance with the Property Manager or Superintendent for deliveries by caterers or other suppliers.
- 22.23 No Resident obtaining the use of this room shall permit its use by any non-resident group unless the Resident is a member of such group and is present at all times.
- 22.24 The Party Room shall not be used for any commercial or retail purpose.

- 22.25 Corporation and management functions take precedence over any advanced booking and the licensing agreement is subject to cancellation up to ten (10) days prior to the function.
- 22.26 No rentals on Easter Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day are permitted.
- 22.27 If a Tenant wishes to use the Party Room, the owner must give written consent and take full responsibility and liability of the aforementioned terms.

23.00 HOBBY ROOM

- 23.01 A small hobby room is available for Resident's use. The room is located on the P1 level beside the racquetball court. The hobby room may be used daily between the hours of 8:00 a.m. and 10:00 p.m.
- 23.02 Access to the hobby room is controlled by a key which must be purchased from the management office at a cost determined by the Board of Director's from time to time.
- 23.03 Due to the lack of ventilation, the use of paints, solvents and other chemicals is prohibited in the hobby room. This includes aerosol cans of any type.
- 23.04 Resident's use the hobby room at their own risk since the room is not monitored or attended by staff.

24.00 INDOOR DRIVING RANGE

- 24.01 An indoor driving range is available for Resident's use and is located on the P2 level. The room may be accessed through the racquetball/squash court area by using the stairs and exiting the back door. The driving range may be used daily between the hours of 8:00 a.m. and 10:00 p.m.
- 24.02 The golf ball may only be struck using regulation golf clubs and only from the tee surface provided. The use of other striking instruments and/or using the floor as a tee-off surface is prohibited.
- 24.03 Resident's who fail to obey these Rules and Regulations may have their privileges revoked to the area accessing the indoor driving range and the squash and racquetball courts.

24.00 BULLETIN BOARDS

- 24.01 No one shall use the bulletin boards provided in any common element areas without content approval from the management office.
- 24.02 Prior to posting, the format of the items to be posted must be approved by the Property Manager.
- 24.03 Postings may not be larger than 5" X 7" and may not be posted for more than 30 days.

25.00 COMPLAINTS

- 25.01 Any complaints or information with respect to matters involving the safety or security of the building or any person thereon shall be immediately communicated to the Property Manager or Superintendent. In an emergency or where there is an immediate danger, please contact the local emergency services number(s).
- 25.02 Any other complaints shall be communicated to the Property Manager or the Board of Directors via the Property Manager and must be in writing. An Action Alert form has been provided to facilitate this process and is available in front of the management office.

- 25.03 All initial complaints must be written on the Action Alert form. Follow-up communication may be done either verbally or using e-mail.
- 25.04 All written complaints will be thoroughly investigated by management and staff under the direction of the Board of Directors. All communications will be logged and a final resolution will be issued to all parties involved.
- 25.05 Owners are responsible for their Tenant's actions. All complaints from a Tenant will be copied to the Owner once received by the management office. The Owner of a unit must be notified if there is a complaint against their Tenant. As per the Declaration and these Rules and Regulations, the Board of Directors may only deal with the Owner of a unit directly and will not meet with a Tenant unless said Tenant is accompanied by the Owner.

26.00 SEVERANCE

- 26.01 Where any rule or part of any rule is found to be invalid or unenforceable, then the remainder of these Rules and Regulations shall remain in full force and effect.

27.00 HEADINGS

- 27.01 The headings in these Rules and Regulations are for convenience of reference only and do not form any part hereof and in no manner modify, interpret or construe the rules.

GENERAL

The Board of Directors shall have authority to pass Rules and Regulations and guidelines applicable to any specific common element area or applicable to all common element areas and, in particular, and without limiting the generality of the foregoing, with respect to the various amenity areas including the swimming pool, billiard room, exercise room, theatre room, library, sauna, bicycle room, and with respect to garbage rooms and chutes, and upon such rules or guidelines being posted in any specific area, same shall have the force and effect of these rules and may be enforced accordingly.

MADE AND PASSED BY THE BOARD OF DIRECTORS THE 30TH DAY OF MARCH, 2011.

President

Date

Treasurer

Date