

# **PEEL STANDARD CONDOMINIUM CORPORATION NO. 720**



# **RULES**

**Effective May 1, 2010**

**T A B L E   O F   C O N T E N T S**

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## **1. INTRODUCTION**

- a. The Board of Directors of Peel Standard Condominium Corporation No. 720 (the "Corporation") resolved to pass the rules hereinafter set out on the 24<sup>th</sup> day of February, 2010.
- b. The following rules shall replace all previously existing rules of the Corporation and all such previous rules are hereby repealed.
- c. The following rules shall be observed by the Owners of the units within the Corporation, their families, visitors, guests and any Residents, occupants and/or tenants within an Owner's unit.
- d. The terms "Owner", "tenant", "Resident", "guest" or "visitor" or the plurals thereof shall be construed to be in the singular or plural as the context may require. 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 persons or person.
- e. Each of the rules and regulations contained herein is independent and severable from the others. The invalidity or unenforceability, in whole or in part, of any one or more of the rules does not impair or affect in any manner the validity, enforceability, or effect of the other rules. Should any rule prove to be invalid or enforceable, all the other rules and regulations shall continue in full force and effect as if the invalid rule had never been included.
- f. The failure of the Corporation to take action to enforce any one or more of the rules contained herein, regardless of the number of violations or breaches which may occur, does not constitute a waiver of the Corporation's right to enforce the rule or rules at a later date, nor does it cancel or waive the rule or rules.
- g. The headings in the body of this document have been inserted simply for convenience of reference. No rule is in any way limited by the title of the lettered section in which it has been included.

## **2. DEFINITIONS**

Unless a contrary intention is expressed herein, the terms used in these Rules shall have the same meanings as they do in the *Condominium Act, 1998*, S.O. 1998, c. 19 as may be amended from time to time, and the Regulations made thereunder (the "Act").

The following terms have the following meanings:

- a. "Corporation" shall mean Peel Standard Condominium Corporation No. 720;
- b. "Board" shall mean the Board of Directors of the Corporation;
- c. "Property Management" or "Property Manager" or "Manager" shall mean the property management company or individual hired by the Corporation to manage the property and assets of the Corporation and shall include any or all of the agents or employees working under its/his/her jurisdiction;
- d. "Resident" shall mean an individual residing in a unit, whether an Owner, tenant, lessee or otherwise;

### 3. **GENERAL**

- a. Use of the Common Elements and units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the Owners and of the property and assets of the Corporation or for the purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements and the units of the Corporation.
- b. Rules, as deemed necessary and altered from time to time by the Corporation, shall be binding as outlined in the Act on all unit Owners and Residents and their families, guests, visitors, servants or agents.
- c. Any losses, costs and/or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by an Owner or Resident or his or her family, guests, visitors, servants or agents, including all legal and other costs incurred in enforcing these rules, and the costs of repairing any damage to the other units or the Common Elements caused by said individual(s), shall be borne and/or paid for by the Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses, or in any other lawful manner.
- d. Only small packages delivered by Couriers or Canada Post, no larger than approximately one (1) cubic foot will be accepted by Security and then only with written authorization from the Resident. **Packages larger than one (1) cubic foot must be accepted by Residents directly.** No perishables or food products will be accepted by Security. The Corporation accepts no responsibility for the safe keeping of any goods accepted by Security and Residents shall at all times remain fully liable and responsible for said goods. Residents must retrieve packages within 5 days.

- e. The filming of any movie or advertisement for commercial purposes in any residential dwelling unit or on the Common Elements is prohibited except when authorized in writing by the Board.
- f. Certain Recreational Facilities have age restrictions; refer to Section 18 for details. Adults are responsible for the actions of those children under their care and control who have not obtained the age of majority.
- g. Smoking is not permitted in or upon the Common Elements inside the building including without limitation, the lobby, hallways and stairwells, locker rooms, the fitness facility, the recreation room, the billiard room, all Recreational Facilities (including sundeck), parking levels and all elevators and elevator lobbies. Smoking is permitted outside the building, but not within 15 feet of any entrance.
- h. **All absentee or off-site Owners shall provide the Corporation with their current address and telephone number.**
- i. All new Residents must provide the Corporation with a completed Resident Information Form prior to moving in. These forms are available from Security.

#### **4. QUIET ENJOYMENT**

- a. No Resident shall create or permit the creation, or continuation of any noise or nuisance which, in the sole discretion of the Board or Property Management, may or does disturb the comfort or the quiet enjoyment of the property by other Residents or their families, guests, visitors, servants and persons having business with them.
- b. No noise caused by any audio instrument or any devices or otherwise which, in the sole discretion of the Board or Property Management, may or does disturb the other Residents shall be permitted from any of the units or on the Common Elements.
- c. No auction sales, real estate open houses, or public events shall be allowed in any unit or on the Common Elements.
- d. 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 or Resident has exclusive use.
- e. Firecrackers or other fireworks are not permitted in any unit or on the Common Elements.

- f. Excluding emergency repairs, all repairs to the units or Common Elements shall be made between the hours of 9:00 a.m. and 8:00 p.m. from Monday to Friday and 10:00 a.m. and 6:00 p.m. on Saturdays. No repairs shall take place on Sundays or statutory holidays unless they are of a urgent or emergency nature.

## 5. **SECURITY**

- a. All Owners shall supply to Property Management the names of all Residents residing in their unit, the names of all individuals utilizing their locker unit(s) and/or parking space(s), and the license plate numbers of all motor vehicles that are parked in their parking unit(s). Parking stickers, issued by the Property Management office, shall be prominently displayed in the vehicle's front window at all times.
- b. No Owner or Resident shall place or cause to be placed additional, alternate, or replacement locks on the access door to any unit without first obtaining the prior written approval of the Board. All door locks must be keyed to the building master key.
- c. Under no circumstances shall building access devices (fobs) or Common Element keys be made available to anyone other than an Owner or Resident.
- d. Building access doors shall not be unlocked or propped or wedged open for any reason.
- e. Service elevator availability shall be allocated by Property Management or Security in accordance with the Elevators, Moving and Delivery Rules (Section 14) and the Elevator Reservation Agreement. Loading facilities shall only be used with prior permission and as scheduled by Security.
- f. Residents are to immediately report any suspicious person(s) seen in the building or on the property to Property Management or Security.
- g. **Open houses are not permitted.** The showing of units for sale must be by appointment and the prospective purchaser must be accompanied by the Owner or a sales representative who has been granted access by the Owner to the unit in question.
- h. **No soliciting of any kind is permitted in the building.**

- i. Security has been instructed not to open doors for Residents, visitors or guests wishing to enter the building. Anyone without an access key or fob who wishes to gain entry to the building must use the entrance phone.
- k. Security has been instructed not to allow visitors, tradespersons or delivery persons into the building without the advance authorization/ notice of the appropriate Owner or Resident.

## **6. SAFETY**

- a. No stores of coal, propane, natural gas or any combustible materials or offensive goods shall be kept in the units or on any part of the Common Elements including any exclusive use Common Elements.
- b. No Owner or Resident or the families, guests, visitors, servants and agents thereof shall overload existing electrical circuits, plumbing or drainage installations.
- c. Water shall not be left running unless in actual use. Constantly running toilets leaking faucets, dishwashers and laundry pipes/hoses must be repaired immediately.
- d. Nothing shall be thrown out of any windows, over balconies, through or over balcony railings or from any other part of the building whatsoever.
- e. Nothing shall be placed on the outside of window sills or projections or on balcony railings.
- f. Barbecues of any type are not permitted in any unit or on any exclusive use balcony/patio.
- g. No Owner or Resident or their families, guests, visitors, servants or agents, shall do or permit anything to be done in his/her unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on the building or on property kept therein, or obstruct or interfere with the rights of the Owners or Residents, or in any way injure or annoy them, or conflict in any way with the regulations of the Fire Department or the Board of Health or with any insurance policy carried by the Corporation or any other Owner or with any statute or municipal by-law.
- h. All units are equipped with electronic smoke detectors and heat detectors as well as public address speakers. These devices are there for your protection. Any tampering, painting or interference with these devices violates fire regulations and may lead to charges by the Fire Department. Upon inspection by the Fire Department, Management or other agent authorized by

the Corporation, any such devices deemed to have been tampered, painted or interfered with will be replaced by the Corporation at the unit Owner's expense.

## **7. ACCESS DEVICES (FOBS)**

- a. Each unit was provided with two (2) access cards free of charge in 2004. In 2006 the Corporation replaced said access cards with two (2) fobs. A maximum of two (2) additional fobs will be available upon request at a fee assessed by the Board from time to time. If an Owner/Resident wishes to obtain supplementary fobs in addition to those described above, a written request containing the reasons why the additional fobs are required must be provided to the Board and the Board, in its sole discretion, acting reasonably, may approve of the request and provide the additional fobs at a fee determined by the Board.
- b. Owners who do not reside in the building may purchase one (1) fob which will give access only to the front door of the building and will restrict access to all other areas.
- c. Special fobs may be issued/purchased, if available, for use by children under sixteen (16) years of age which will provide access only to the front door of the building and will restrict access to all other areas. The Corporation shall not be liable for the use, misuse, operation, reliability or accuracy of any fobs.

## **8. COMMON ELEMENTS**

- a. No one shall harm, mutilate, destroy, alter or litter on the Common Elements or any of the landscaping on the property including the grass, trees, shrubs, hedges, flowers and flower beds.
- b. No building, structure or tent shall be erected, placed, located, kept or maintained on the Common Elements and no trailer, with or without living, sleeping or eating accommodation, shall be placed, located, kept or maintained on the Common Elements, including the exclusive use Common Elements.
- c. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or Common Elements except for those areas designated by the Board and with the approval of Property Management.
- d. No furnishings or equipment shall be removed from the Common Elements by or on behalf of any Owner or Resident.



- e. No antenna, aerial, tower, satellite dish or similar structure or associated equipment shall be erected on or fastened to any unit or any portion of the Common Elements or exclusive use Common Elements except by the Corporation in connection with a common television cable system.
- f. No painting shall be done to the exterior of the building, including any balconies, railings, doors, windows or any other part of the Common Elements, including the exclusive use areas.
- g. The sidewalks, entries, passageways, hallways, stairwells, walkways and driveways which are part of the Common Elements shall not be obstructed by any of the Owners or Residents or used by them for any purpose other than for entry or exit to and from the units and/or the Common Elements.
- h. The lobby area of the building shall be used only as a reception area or as a temporary waiting area for Residents and Owners or their guests. No loitering or playing shall be permitted in the lobby or in any of the corridors, i.e. no roller skating, rollerblading, bicycle riding etc.
- i. No Owner or Resident shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his or her unit. Owners and Residents must notify Property Management immediately upon such infestation occurring.
- j. No food or drink shall be consumed on the Common Elements except in the Party Room (when in use) and the patio, in which case only plastic or aluminum containers are permitted. No alcoholic beverages are permitted.
- k. Nothing shall be placed, located, kept, installed or maintained on the Common Elements unless the same is explicitly permitted by these or any other rules of the Corporation. Any goods or chattels placed, left or stored on the Common Elements in contravention of these Rules may be removed and stored by the Corporation or placed in warehouse storage with a company authorized to hold chattels in storage at the expense of the Owner or Resident.
- l. Owners who have leased their units and are not themselves Residents of the building shall have no right to use the Common Elements, save for the right of access to their unit.
- m. No team sports or games are permitted on the exterior grounds of the Common Elements.

## **9. DWELLING UNITS**

- a. The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for the purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, hair, dental floss, or other substances shall be disposed of therein.
- b. No Owner or Resident shall make any major plumbing, electrical, mechanical, and/or structural or television cable alteration in or to his or her unit without the prior written consent of the Board.
- c. New Owners or Residents all curtains, drapes, vertical blinds, wooden shutters or other window coverings that are visible from the outside of the building have a backing material that is white or off-white in colour.
- d. No flags, banners, signs, posters or offensive material of any kind may be displayed in any area visible from the outside of the building. The Board shall decide, at its sole discretion, whether material is deemed "offensive"
- e. Weather-stripping is not permitted on unit entrance doors.
- f. Each dwelling unit shall be used only as a private single family residence. No immoral, improper, offensive or unlawful use shall be made of any unit. The laws, rules and regulations of all applicable governments and government regulatory agencies shall be strictly observed.
- g. No major electrical appliances, except a stove, refrigerator, apartment size washing machine, clothes dryer, dishwasher, other common household electrical appliances and any appliances originally provided by the Declarant, shall be installed or used in any unit without the prior written consent of the Board. No garborator, garbage disposal or other appliance which may overload existing electrical, plumbing or drainage installations or which may cause excessive noise or vibration shall under any circumstances be installed or used in any unit.
- h. Owners wishing to carry out renovations in their unit are to obtain prior written approval of the Board of Directors. Renovations must preserve the integrity of the building and must be approved by engineers, electricians etc. where applicable. The following conditions shall apply when carrying out Board approved renovations:
  - 1. All work is to be carried out between Monday and Friday between the hours of 9:00 a.m. and 8:00 p.m. and Saturday between 10:00 a.m. and 6:00 p.m. No work may be carried out on Sundays or statutory holidays.

2. Not less than 75% of the total floor area of the living room, dining room, den, solarium, hallways and vestibules must be carpeted and under-padded. All bedroom floor areas must be fully carpeted at all times. Save and except for bathrooms, foyers, kitchens, storage and laundry room areas, the Owner shall cover any floor areas not covered by carpets with a noise reduction system approved by the Board of Directors.
3. Any request for changes to the electrical and/or plumbing systems must be accompanied by the appropriate plans. All plumbing and electrical work is to be carried out by a qualified contractor and in accordance with all appropriate codes and regulations. The unit Owner is responsible for ensuring any required permits are obtained prior to the commencement of any work.
4. All renovations to a unit are considered upgrades or improvements and are not covered by the Corporation's insurance policy. The Board of Directors reserves the right to revoke its approval should it deem the renovations to be unreasonably disturbing to other Residents. Where such revocation occurs, the unit Owner shall, at his or her sole expense, restore the unit to its prior condition.

The Corporation has the right, but not the obligation, to inspect the approved installation to ensure that:

- a) The materials being used are those approved by the Property Manager or the Board, as applicable.
  - b) The carpeting requirements are met.
- i. No stores of coal, propane, natural gas or any combustible materials or offensive goods shall be kept in any unit.
  - j. Prior to leaving the dwelling unit for a period of one week or longer, the Resident shall arrange to stop deliveries to the unit (e.g. daily newspapers) and/or make other arrangements so as to avoid any items being left outside of the unit or with the concierge during the Resident's absence. Newspapers and other items that are not picked up after a reasonable amount of time, as deemed by the Board, may be removed and disposed of by Property Management.

## **10. BALCONIES, PATIOS AND EXCLUSIVE USE AREAS**

- a. Barbecuing or outdoor cooking is not permitted on any balconies, patios or other exclusive use areas. No open flames whatsoever are permitted in these areas.

- b. No hanging or drying of clothes is allowed on any balcony, patio, exclusive use or common use areas.
- c. Balconies, patios, and exclusive use areas shall not be used for the storage of any goods, materials, stores of coal, propane, natural gas, firewood or any combustible materials or offensive goods, provisions or any food stuffs.
- d. Only seasonal furniture is allowed on balconies and patios. All such items shall be safely secured in order to prevent such items from falling or blowing off of the balcony or patio.
- e. No Owner or Resident shall do or permit anything to be done on a balcony, patio or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quite enjoyment of the units and/or Common Elements by other Residents.
- f. No awnings or shade screen enclosures shall be erected on, over or outside of any balcony, patio and/or exclusive use area.
- g. The washing of any balcony or patio shall be done in such manner that water does not fall over the sides of the balcony or patio.
- h. Owners and Residents shall maintain patios, balconies and other exclusive use areas in a clean and sightly condition at all times.

## **11. STORAGE UNITS**

- a. All stored articles must be placed securely within the individual storage units. No storage is permitted on top of the storage units and nothing shall be kept in such a manner that it contravenes any fire or safety regulations. Nothing shall be placed or stored within 18 inches of any sprinkler pipes at any time.
- b. No stores of coal, propane, natural gas, firewood or any combustible material or offensive goods, provisions, or any foodstuffs shall be stored in any storage unit.
- c. Storage units can only be leased to Residents of a dwelling unit. If the Resident is a tenant, the term of any such lease shall not exceed the term of the tenant's lease of a dwelling unit. Property Management must be informed of any leasing agreement.
- d. If a storage unit is being improperly used, Property Management may enter the storage unit to summarily abate and remove, at the expense of the defaulting

Owner or Resident, any structure, thing, or condition that may exist therein so as to ensure the immediate compliance with these rules.

## **12. MOTOR VEHICLE, PARKING AND PARKING UNIT**

- a. No motor vehicle, trailer, boat, snowmobile, mechanical devices, toboggan, machinery or equipment of any kind including pickup trucks (unless the box is covered), tow trucks, and commercial-use vans, other than a passenger automobile, station wagon, compact or standard, passenger van, covered pick-up, jeep, or motorcycle shall be parked on any part of the Common Elements.
- b. All vehicles entering and/or parking in the interior parking garage must be no greater than two (2) meters in height.
- c. All vehicles parking in the interior parking garage must be registered with Property Management by the Owner/Resident assigned to or owning a parking unit therein. The registration shall include the make, model, colour, year, and license number of the vehicle. Any changes must be reported as they occur.
- d. No oil changes or repairs, other than emergency repairs immediately necessary for the operation of the vehicle, shall be made to any motor vehicle on any part of the Common Elements or in any parking unit.
- e. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway or parking unit.
- f. Washing of vehicles is not permitted on any part of the Common Elements.
- g. No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of 10 km per hour.
- h. No Resident shall park a motor vehicle on any part of the Common Elements (including the Visitor's Parking area), or on any parking unit other than the parking unit for which his or her vehicle is registered. Vehicles parked otherwise may be ticketed and/or towed at the vehicle owner's expense.
- i. Guests and visitors shall park only in areas designated as Visitor's Parking. Owners of vehicles parked in the Visitor Parking area overnight between the hours of 2:00 a.m. and 7:00 a.m. must obtain an overnight parking permit from Security and display same on the dashboard of the vehicle in a clearly visible location. Vehicles not displaying a permit may be ticketed and/or towed at the vehicle owner's expense.

- j. Guests or visitors wishing to park in the Visitor Parking area for more than one day must obtain a Visitor Permit from Security and place the same on the dashboard in a clearly visible location. A Visitor Permit will be issued for a **maximum four (4) day limit per pass, 3 passes per month, for a total of twelve (12) days per month. Any additional time must be requested and approved by Property Management. Failure to obtain and/or display the required Visitor Permit may result in the vehicle being ticketed and/or towed at the vehicle owner's expense.**
- k. No Owner, Resident or guest shall park on any of the Common Elements or in any parking space a vehicle which the Board or Property Management deems, in its safe discretion, to be in disrepair or to pose a security or safety risk. Upon written notice from the Board, the owner of such vehicle shall be required to remove the vehicle from the property forthwith; said notice shall be deemed to be delivered by placement on the vehicles windshield. Vehicles not removed may be ticketed and/or towed at the expense of the vehicle's Owner. **A vehicle that is not currently licensed and/or roadworthy, as determined by the Board, shall be deemed to be a safety risk and will be subject to removal at the vehicle owner's expense.**
- l. No motor vehicle shall be left standing or parked on any part of the Common Elements including, without limitation, the driveways, fire zones, and the delivery and garbage pick-up areas.
- m. **Only one (1) motor vehicle** may be parked in any **single parking unit** or two (2) such motor vehicles in the case of tandem parking units.
- n. No parking rights shall be transferred other than to the Corporation, to a registered Owner of a dwelling unit, or to a lessee in accordance with 12(o) below. Any such transfer must receive prior approval from the Board.
- o. No parking unit shall be leased other than to a Resident of a dwelling unit. If the Resident is a tenant, the term of any such lease shall not exceed the term of the tenant's lease of a dwelling unit. Property Management must be informed of any such leasing agreement.
- p. No motor vehicle having a propane or natural gas propulsion system or dual system including propane or natural gas, shall be parked on any parking unit.
- q. Owners or Residents using a parking unit shall maintain such unit in clean and tidy condition.
- r. All vehicles must be licensed and kept in road-worthy condition at all times. Any vehicles found to be leaking fluids or otherwise in disrepair, as

- determined by the Board, shall be repaired immediately, failing which said vehicle may be removed by the Corporation at the vehicle owner's expense. A cleaning and administration charge in an amount determined by the Board from time to time may also be charged to the unit Owner in whose parking unit said vehicle was parked.
- s. No Owner or Resident shall make any alterations to a parking unit, such as repainting lines between spaces, without the prior written approval of the Board.
  - t. Periodically the Corporation will need to arrange for the repair and/or maintenance of the parking garage, notice of which will be posted in the building by the Corporation. Where said notice requires the removal of vehicles from the garage, all vehicles must be removed in accordance with said notice. Failure to remove said vehicles will result in their removal by the Corporation at the vehicle owner's expense.

### **13. BICYCLES**

- a. Bicycles shall be brought into/out of the building only through the parking garage and not through any other entrance.
- b. With the exception of entering or exiting the building through the parking garage, bicycles shall not be ridden in the interior Common Elements.
- c. Bicycles shall only be stored in bicycle rack areas designated by the Board for bicycle storage or within the individual storage units located on parking levels one (P-1), two (P-2) or three (P-3).
- d. Any bicycle stored in areas not designated for bicycle storage will be removed and stored at the expense of the owner. If the bicycle is identifiable, its owner will be contacted to claim said bicycle; if said owner cannot be contacted or does not pick up his/her bicycle within ten (10) days of contact, the bicycle will be turned over to the police as a "found bicycle". Bicycles that are chained/locked in areas other than designated bicycle parking areas will have the chains/locks removed and the bicycle will be dealt with as set out above. The Corporation, its directors, officers, employees and/or agents shall not be liable for any loss of or damage to any bicycles.
- e. No bicycle shall be driven on any part of the Common Elements at a speed in excess of 10 km per hour.

#### 14. ELEVATORS, MOVING AND DELIVERIES

- a. Purchasers or tenants acquiring a unit shall register with Property Management in accordance with Section 3(i) prior to the move-in date.
- b. At no time will furniture, equipment and/or personal property be moved into or out of the building except by the service elevator. The service elevator shall be used for the delivery of any goods, services and/or home furnishings. Pads to protect the elevator shall be used and will be installed by Security prior to the arranged time and date of use. The time and date of moving or delivery shall be fixed in advance by arrangement and reservation with Security. The reservation shall be for a period not exceeding four (4) hours. An Elevator Reservation Agreement shall be signed when reserving the elevator and is available from Security. When small items are to be moved, whether into or out of a unit, the service elevator must be used. Security has the authorization to prohibit the use of any other passenger elevator.
- c. Moving and deliveries shall be permitted only between the hours of 9:00 a.m. and 9:00 p.m. Monday to Saturday inclusive and **shall not take place on Sundays or statutory holidays.**
- d. A refundable security deposit in an amount set by the Board from time to time shall be charged for the use of the service elevator. This amount is to be provided to Property Management by money order or certified cheque made out to Peel Standard Condominium Corporation No.717, and will be refunded to the Resident upon completion of the move provided that no damage has occurred to the Common Elements of the Corporation.
- e. It shall be the responsibility of the Owner, Resident or person reserving the service elevator to notify Security and request an inspection of the service elevator and adjacent Common Elements immediately prior to using the elevator. After completing the move, delivery etc., the Owner, Resident or person reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and affected Common Elements. Any damage noted during the re-inspection that was not noted on the initial inspection shall be deemed to be the responsibility of the Owner, Resident or person who reserved the elevator. The cost to repair any such damage, including the cost of any extra cleaning that may be required, shall be assessed by Property Management as soon as possible following the move and the responsible party shall be advised forthwith.
- f. The Owner, Resident or person who reserved the service elevator and provided the security deposit shall be liable for the full cost of repairs for any damage to the service elevator and any part of the Common Elements that



may occur during the move, delivery etc. The Corporation, through Property Management, shall have the right to withhold all or part of the security deposit as it deems necessary as security for partial or complete payment for any damages sustained. The Corporation shall apply all or part of the security deposit towards the cost of repairs, as required. If the cost of the repairs should be less than the amount of the security deposit the balance shall be returned to the Owner, Resident or person reserving the service elevator. If the cost of the repairs exceeds the amount of the security deposit then the person who reserved the service elevator shall be held liable for any additional amount outstanding and shall pay the same to the Corporation forthwith. Where said individual is an Owner or Resident, any additional amount outstanding shall be assessed against the unit owned or occupied by the person and may be recovered by the Corporation in the same manner as common expenses.

- g. During the period that the service elevator is reserved, the Resident or person using the service elevator shall take all reasonable precautions to prevent unauthorized entry to the building. Only those persons involved in the move or delivery shall be allowed to enter the building.
- h. Corridors and elevator lobbies shall not be obstructed prior to, during or after the move, delivery etc. It is the responsibility of the Resident using the service elevator to remove and dispose of all boxes in the garbage bin located on the loading dock on the east side of the building. All boxes must be flattened before disposal. Only the moving room shall be used for loading/unloading.
- i. The main entrance shall not be used for deliveries or entering or exiting the building with large parcels, furniture, equipment or personal property other than small parcels.
- j. No bicycle shall be taken on any elevator or through the hallways and shall not be stored on the balconies or in the units. **Bicycles are not allowed on any Common Element areas except the P-1, P-2 and P-3 level of the underground garage and any bicycle rack areas designated by the Board.**

## 15. GARBAGE DISPOSAL

- a. There is a garbage disposal room located on each level of the building. No garbage, recycling or debris of any kind is to be left on the floor of the disposal room.

- b. Residents shall not place, leave or permit to be placed or left in or upon the Common Elements, including those of which he or she has exclusive use, any debris, refuse, garbage or recycling but shall directly dispose of the same in the proper designated areas.
- c. Loose garbage, debris or refuse is not to be deposited in the garbage chutes; it must first be properly packaged and/or bagged to prevent mess, odour, and disintegration during its fall down the garbage chute.
- d. Garbage must be pushed fully through the metal door in the garbage chute to ensure its descent.
- e. No food or food remains shall be put in the recycling area.
- f. Cartons and large objects which might block the garbage chute must be taken outside to the large dumpster located outside the back door of the building.
- g. All recyclable items must be deposited in the appropriate recycle bins located on the ground floor. Cardboard boxes are to be flattened before they are placed in the bins.
- h. Burning cigarettes, cigars, ashes or any other potential fire hazards must not be thrown down the garbage chute.
- i. No garbage shall be placed in the garbage chute between the hours of 11:00 p.m. and 7:00 a.m.

## **16. TENANCY OCCUPATION**

- a. No unit shall be occupied under a lease unless, **prior to the tenant being permitted to occupy the unit**, the Owner has delivered to the Corporation a completed Tenant Information Form, a duly executed Tenant's Undertaking and Acknowledgement and an executed copy of the lease. Note that Owners must also comply with those sections of the Act and the Corporation's Declaration regarding the leasing of units (e.g. Part Six – Leasing of Units).
- b. In the event that an Owner fails to provide the foregoing documentation in compliance with item (a) above prior to the commencement date of the tenancy, any person or persons intending to reside in the Owner's unit shall be deemed to be a trespasser and entry to or upon the Common Elements may be expressly denied by the Corporation until and unless such person or persons and the Owner comply with these Rules and the Act.

- c. Within seven (7) days of ceasing to rent his/her unit (or within (7) seven days of being advised that his/her tenant has vacated or abandoned the unit), the Owner shall notify the Corporation in writing that the unit is no longer rented.
- d. **A lease or tenancy shall be for an initial term of not less than one (1) year** except that a lease may be for an initial term of less than one year when, upon the expiration of the term, it is the bona fide intention of the Owner to promptly thereafter complete a sale of the unit, or where the Owner is otherwise the permanent resident of the unit and has entered into a lease with the intention of re-occupying the unit following the end of the initial term. All tenancies for units shall be in writing;
- e. No Owner shall allow his tenant to, and no tenant shall, sublet his or her unit to another person or take in another tenant(s).
- f. Owners of leased units shall be ultimately responsible for any damage to the Common Elements and/or for any costs incurred by the Corporation as a result of the acts of their tenants and will be assessed and charged therefor. Such costs may be recovered by the Corporation against such Owner in the same manner as common expenses or in any other lawful manner.
- g. All leases are considered by the Board to provide the tenant with the right to use the Common Elements and Recreational Facilities. Owners who are not Residents of the building shall have no right to use any part of the Common Elements save for the right of access to their unit.

## **17. PETS**

- a. No dog shall be kept in any unit or upon the Common Elements of the Corporation.
- b. Notwithstanding subsection 17(a) above, any dog currently residing within the Corporation, may be permitted to remain subject to the following conditions:
  - a. Any such dog must be registered with Property Management within thirty (30) days of this Rule coming into effect, by providing a clear colour photograph of the dog, as well as information including, but not limited to, the name, breed, age, and distinctive markings of the dog, and/or such other information as may be required by the Board or Property Management; and
  - c. A "seeing eye" dog is not considered a dog for the purpose of subsection 17(a) above, provided the necessity for same is established by documentary evidence from a licensed physician of the Province of Ontario.

- d. A dog permitted pursuant to subsections 17(b) and (c) shall be referred to as an "Approved Dog" for the purposes of this section.
- e. A Resident may have only one (1) domestic cat in his or her unit.
- f. Notwithstanding subsection 17(e) above, where more than one cat currently resides in a unit on the date these Rules come into effect, the additional cat(s) may be permitted to remain provided that in the event said additional cat(s) dies or the Owner ceases to be a Resident of the Corporation, then subsection 17(e) shall strictly apply.
- g. For greater certainty, new Residents who move into the Corporation after the date these Rules come into effect are permitted to have only one (1) domestic cat and are not permitted to have any dogs.
- h. For the purpose of these Rules, a "Pet" shall be defined as an Approved Dog, a domestic cat, a caged bird or a single aquarium of fish.
- i. No livestock, fowl, reptile, rodent or other animal (other than a Pet as defined above) shall be allowed or kept in or about any unit or the Common Elements or any part thereof, including those parts of the Common Elements of which any Resident has exclusive use.
- j. When taking a Pet for a walk, Residents **shall** use only the north or rear doors to enter and exit the building.
- k. No Pet deemed by the Board or Property Management to be dangerous shall be permitted to be kept in any unit or the Common Elements at any time.
- l. **Grooming or breeding of Pets, commercially or otherwise, is not permitted.**
- m. No Pet shall be permitted to make excessive noise or act in such a manner so as to annoy or disturb any other Resident.
- n. All dogs and cats shall be kept or held in hand by means of a leash, lead, chain or pet carrier when being transported through or upon the interior or exterior Common Elements. Dogs should be muzzled when on the Common Elements. Pets are only permitted in the interior Common Elements for the purpose of passing to or from the dwelling unit to outside the building.
- o. No Pets shall be permitted to soil or damage any part of the Common Elements whether by waste, excrement or otherwise. In the event a Pet does

- soil or damage the Common Elements, the owner of the Pet shall immediately make good any damage and effect the removal of any excrement. It is hereby understood that where the Owners fails to do so the Corporation will charge for the removal of excrement from the property, should the same be required, in an amount to be determined by the Board from time to time, and the same shall be chargeable against the unit Owner in whose unit the Pet is resident and all such charges shall be collectable in the same manner as common expenses.
- p. A Resident who keeps a Pet in contravention of the foregoing rules and whose Pet is deemed by the Board or Property Management, in their sole discretion, to be a nuisance shall permanently remove such Pet from the property within two (2) weeks of receipt of a written notice from the Board or Property Management requesting the removal of said Pet.
  - q. **Visitors or guests are not permitted to bring pets or animals of any kind into the building or onto the Common Elements of the Corporation.**
  - r. Residents and Owners agree to indemnify and save harmless the Corporation against all costs, damages, claims, causes of action, etc. resulting from the presence of a Pet on the Corporations property, including, but not limited to, all costs, charges, and expenses incurred by the Corporation to enforce these and any other Rules and/or to effect any necessary repair or maintenance required as a result of the Pet. All payments pursuant to this clause shall be deemed to be common expenses attributable to the particular unit and shall be recoverable by the Corporation as such.

**18. COMMON FACILITIES – ALL RECREATION FACILITIES.**

**GENERAL – Applies to all sub-sections of section 18.**

- a. **All Recreational Facilities and appurtenant areas are unsupervised. All risks are accepted by the user. The Corporation is not responsible for lost or stolen personal belongings.**
- b. Use of the Recreational Facilities or areas is at the user's own risk. If you have any history of heart problem, high blood pressure and/or any other medical conditions, **it is advisable to check with your family physician prior to using the Recreational Facilities.**
- c. No food, drink or gum chewing is permitted in the Recreational Facilities.

- d. Unless otherwise noted, all Recreational Facilities are open for 24 hours per day, 7 days per week, except when closed for routine cleaning and/or maintenance.
- e. No visitors may use or have access to the Recreational Facilities unless **accompanied by a Resident sixteen (16) years of age or older. For the Theatre Room: eighteen (18) years of age or older.**
- f. Unless prior written approval has been obtained from the Board or Property Management, a maximum of two (2) guests or visitors per unit are permitted in the Recreational Facilities, provided they are accompanied by a Resident in accordance with (e) above.
- g. Radios, cassette players or other noise producing devices **are not permitted** in the Recreational Facilities with the exception of personal audio players with appropriate earphones provided they do not disturb other users.
- h. Residents shall wear proper attire while using the Recreational Facilities. Shoes must be worn in all areas except the swimming pool, whirlpool and sauna. Shoes and street clothes must be worn while travelling to and from the Recreational Facilities including the swimming pool. **Bathing suits are not permitted apparel in the elevators, hallways, lobby or any other common areas outside of the swimming pool, whirlpool or sauna.**
- i. To ensure the safety and security of other Residents, the Board shall have the right, in its absolute discretion, to bar any Resident from the Recreational Facilities, or any part of them, for a period of time to be determined by the Board, as a consequence of said Resident breaching these Rules or otherwise misusing of any of said Facilities.
- j. Owners who have leased their units and are not themselves Residents of the building shall have no right to use the Recreational Facilities.
- k. Smoking is not permitted in the Recreational Facilities.
- l. Persons using the lockers in the change rooms must supply their own locks which must be removed when leaving the Recreational Facilities; in no event shall locks remain in place overnight. Any clothing or personal items left in lockers must be removed at the end of the day. The Corporation accepts no responsibility for said belongings and may dispose of them after ten (10) days if they remain uncollected.

### **INDOOR SWIMMING POOL**

- a. **Only adult** Residents are permitted in the pool after 8:00 p.m. For the purposes of this section, an adult refers to a person who is at least eighteen (18) years of age.

- b. Children less than sixteen (16) years of age must be accompanied by an **adult swimmer** at all times and must **not be left unattended in the swimming pool area.**
- c. No more than ten (10) persons are permitted in the swimming pool or in the swimming pool area at any given time.
- d. **A cleansing shower must be taken before entering or re-entering the swimming pool area.**
- e. No bath oil, shampoo or soap is permitted in the swimming pool or swimming pool area.
- f. No person shall pollute the swimming pool in any way.
- g. **Bathing suits are the only attire permitted in the swimming pool area and in the swimming pool.** Infants and toddlers will not be permitted to use the swimming pool area unless wearing proper attire. If for religious reasons, any deviations from this rule are required, a written approval must be obtained from Property Management.
- h. Bathing caps must be worn by all persons with shoulder-length hair or longer.
- i. Scuba tanks, floats, water toys, balls etc., are **not** permitted in the swimming pool or swimming pool area. Only CSA approved life preserver vests are permitted.
- j. There shall be no boisterous play, running, pushing, screaming or yelling in the swimming pool or swimming pool area.
- k. No diving or jumping into the pool is permitted.
- l. Furniture shall not be taken to or from the swimming pool area.
- m. No person having a skin disease, inflamed eyes, cough, cold, nasal or ear discharge or any communicable disease shall enter the pool.

### **WHIRLPOOL**

- a. **Children under sixteen (16) years of age are not permitted to use the whirlpool.**
- b. A cleansing shower must be taken before entering or re-entering the whirlpool.
- c. No bath oil, shampoo or soap is permitted in the whirlpool.

- d. No person shall pollute the whirlpool in any way.
- e. No person having a skin disease, inflamed eyes, cough, cold, nasal or ear discharge or any communicable disease shall enter the whirlpool.
- f. Bathing suits are the only attire permitted in the whirlpool.

### **SAUNA/STEAM ROOM**

- a. **Children under sixteen (16) years of age are not permitted to use the sauna.**
- b. The sauna produces dry heat. **DO NOT pour water on the sauna rocks** as this will create an electrical and safety hazard.

### **EXERCISE/WEIGHT ROOM**

- a. **Children under sixteen (16) years of age are not permitted in the exercise room** unless accompanied by an adult (a person at least 18 years of age). **Children under twelve (12) years of age are not permitted in the exercise room at any time.**
- b. Weights are not to be dropped; they must be lowered gently.
- c. All exercise equipment must be used in a safe and proper manner.
- d. Treadmills/bicycles are to be used for **no more** than 30 minutes.
- e. **Children MUST NOT be left alone in the upper lobby while parents/guardians are using the exercise equipment or Yoga Room.**

### **BILLIARD ROOM/ THEATRE ROOM/YOGA ROOM (PING PONG TABLE)**

- a. Children under sixteen (16) years of age must be accompanied by an adult at all times. **Children under twelve (12) years of age are not permitted in the Billiard Room, Theatre Room or Yoga Room.**
- b. To reserve **the Billiard Room**, Residents must complete the Reservation Agreement available at the Security Desk and agree to adhere to the terms and conditions specified therein. Each reservation shall be for a maximum of 1 hour. Upon completing the Agreement and just prior to the time of the reservation, the Resident may obtain the entrance keys from the Security Desk, which are to be returned immediately. Residents are responsible for bringing their own pool/billiard cues. Reservations may be made up to one (1) week in advance of the desired reservation time.



- c. To reserve **the Theatre Room**, Residents must complete the Reservation Agreement available at the Security Desk and agree to adhere to the terms and conditions specified therein. Persons must be at least eighteen (18) years of age to reserve **the Theatre Room**.
- d. Residents may reserve the **ping pong table (located in the Yoga Room)** by making a reservation with the Security Desk. Persons must be at least eighteen (18) years of age to reserve the ping pong table and persons under the age of sixteen (16) are not permitted in the room unless accompanied by an adult Resident (a person at least 18 years of age).
- e. Users are responsible for setting up the ping pong table and cleaning and properly storing the table upon completion. Users must supply their own equipment (paddles and ping pong balls).

## **19. COMMON FACILITIES – PARTY ROOM**

- a. **Only adults who are registered Owners or Residents may reserve/rent the Party Room.**
- b. To reserve/rent the **Party Room**, Residents must complete the Party Room Agreement available at the Security Desk and agree to adhere to the terms and conditions specified in the Party Room Rental and Security Agreement as approved by the Board from time to time.
- c. Upon reserving the Party Room, the Resident shall provide Property Management with a non-refundable cheque in an amount determined by the Board from time to time to cover the cost of maintaining and cleaning the room. The Resident shall also provide Property Management with a security/damage deposit of TWO HUNDRED DOLLARS (\$200.00) in a method deemed acceptable by the Board (e.g. cheque, certified cheque, accepted credit card) and payable to the Corporation (the "Damage Deposit").
- d. The Damage Deposit will be refunded to the Resident within seven (7) days after the date of the reservation provided that no damage has occurred to the Party Room or other Common Elements of the Corporation.
- e. Where damage has occurred the Corporation shall apply all or part of the Damage Deposit towards the cost of any required repairs. If the cost of the repairs should be less than the amount of the Damage Deposit the balance shall be returned to the Resident who provided the deposit. If the cost of the repairs exceeds the amount of the Damage Deposit then the Resident who reserved the Party Room shall be held liable for any additional amount outstanding and shall pay the same to the Corporation forthwith, failing which

said amount shall be assessed against the unit owned or occupied by said Resident, and may be recovered in the same manner as common expenses.

- f. The Resident who reserved the Party Room must be present at all times during any function or use of the Party Room.
- g. If the Party Room is reserved on a day that precedes a weekday that is not a statutory holiday (i.e. Sunday, Monday, Tuesday, Wednesday or Thursday), then use of the Party Room shall end no later than 11:00 p.m. All Guests shall depart and music shall cease at that time. A one (1) hour quiet cleaning period is permitted until 12:00 midnight.
- h. If the Party Room is reserved on a day that precedes a weekend (i.e. Friday or Saturday or a day before a statutory holiday), then use of the Party Room shall end no later than 1:00 a.m. All Guests shall depart and music shall cease at that time. A one (1) hour quiet cleaning period is permitted until 2:00 a.m.
- i. **No function or use of a commercial or profit-making nature shall be permitted in the Party Room. No bachelor/bachelorette/stag parties are permitted.**
- j. No function or use of the Party Room shall contravene any federal or provincial laws or regulations or municipal by-laws.
- k. Music shall be kept at a level that will not disturb any other Residents. If there are any complaints from other Residents, the music must immediately be lowered to an appropriate level. **Access doors to the patio must be kept locked at all times.**
- l. To ensure the safety and security of other Residents, the Board shall have the right, in its absolute discretion, to bar any Resident from using the Party Room, for a period of time to be determined by the Board, as a consequence of said Resident breaching these Rules or otherwise misusing the Party Room.
- m. **The Board shall have the right, in its absolute discretion, to leave the Party Room vacant on certain dates.**

## **20. COMMON FACILITIES – GUEST SUITE**

- a. Only Residents nineteen (19) years of age or older are eligible to rent the Guest Suite on behalf of their Guests.

- b. The Guest Suite may be booked for a maximum of three (3) continuous days. Approval from the Property Management must be obtained for a booking in excess of three (3) days.
- c. To reserve the Guest Suite, the Resident must complete the Guest Suite Agreement available at the Security Desk or at the Administrator's Office and agree to adhere to the terms and conditions specified therein.
- n. Upon reserving the Guest Suite the Resident shall pay to Property Management, in a method deemed acceptable by the Board, the daily rental fee as determined by the Board from time to time along with a security deposit of TWO HUNDRED DOLLARS (\$200.00) made payable to the Corporation (the "Suite Security Deposit").
- o. The Suite Security Deposit will be refunded to the Resident within seven (7) days after the date of the reservation provided that no damage has occurred to the Guest Suite.
- p. Where damage has occurred the Corporation shall apply all or part of the Suite Security Deposit towards the cost of any required repairs. If the cost of the repairs should be less than the amount of the Suite Security Deposit the balance shall be returned to the Resident who provided the deposit. If the cost of the repairs exceeds the amount of the Suite Security Deposit then the Resident who reserved the Guest Suite shall be held liable for any additional amount outstanding and shall pay the same to the Corporation forthwith, failing which said amount shall be assessed against the unit owned or occupied by said Resident, and may be recovered in the same manner as common expenses.
- d. The Board shall have the right, in its absolute discretion, to bar any Resident from renting the Guest Suite as a consequence of said Resident or his or her guests or visitors breaching these Rules or otherwise misusing the Guest Suite.