



## **RULES**

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

Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, or his family, guests, servants, agents or occupants of his Unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation (the "**Corporation**") against such Owner in the same manner as Common Expenses.

## 1. GENERAL

- (a) Use of the common elements of the Corporation (including all exclusive-use common elements) (collectively, the "**Common Elements**") and Units shall be subject to the Rules which the Corporation's Board of Directors (the "**Board**") may make to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements and of other Units.
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all Unit owners and occupants, their families, guests, visitors, servants or agents.
- (c) Any losses, costs or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by any owner of occupants, his family, guests, visitors, servants or agents shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.
- (d) No animal, livestock or fowl of any kind other than two (2) general household domestic pets, being cats, dogs, canaries, budgies, or other small caged birds, or an aquarium of goldfish or tropical fish, shall be kept or allowed in any Unit. No pet, which is deemed by the Board or the Condominium's property manager (the "**Manager**"), in their absolute discretion, to be a nuisance or danger to residents of the Condominium shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around any Unit.

## 2. QUIET ENJOYMENT

- (a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements (for the purposes of these Rules such definition will include all exclusive use common element areas) by other Owners or their respective families, guests, visitors, servants and persons having business with them.
- (b) No noise shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise is being transmitted to another Unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitor's fees).
- (c) No auction sales, private showing or public events shall be allowed in the any Unit or the Common Elements.
- (d) Firecrackers or other fireworks are not permitted in any Unit or on the Common Elements.
- (e) Any repairs to the Units or Common Elements shall be made only during reasonable hours.

### 3. SECURITY

- (a) Owners shall supply to the Board the names of all residents and tenants of all dwelling Units and the licence number of all motor vehicles that are parked on the property.
- (b) Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff.
- (c) No visitor may use or access the Common Elements and amenity areas unless accompanied by an owner or an occupant.
- (d) No owner or occupant shall place or cause to be placed on the access doors to any Unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the Manager.
- (e) No owner or occupant shall place or cause to be placed on the access doors to any of the Common Element areas, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the Manager.

### 4. SAFETY

- (a) No storage of any combustible or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements.
- (b) No propane or natural gas tank shall be kept in the Units or Common Elements.
- (c) Owners and occupants shall not overload existing electrical circuits.
- (d) Water shall not be left running unless in actual use.
- (e) Nothing shall be thrown out of the windows or the doors of the Units.
- (f) No barbecues may be used indoors on the common elements or, subject to Rules 11(f), on any portion of the exclusive use common element areas.
- (g) No owner or occupant shall do, or permit anything to be done in his Unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.

### 5. COMMON ELEMENTS

- (a) No one shall harm, mutilate, destroy, alter or litter the Common Elements or any of the landscaping work on the property, if any.
- (b) Unless otherwise contemplated under the Declaration, no sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or Common Elements, whatsoever.
- (c) No awning, foil paper or shades shall be erected over, on or outside of the windows or the exclusive use balconies, decks, staircases, patios or parking spaces, without the prior written consent of the Board.
- (d) No equipment shall be removed from the Common Elements by, or on behalf of, any owner or occupant of a Unit.
- (e) No antenna, aerial, tower, satellite dishes or similar structure and appurtenance thereto shall be erected on or fastened to any Unit, or any portion of the Common Elements, without the prior written consent of the Board, except by the Corporation in connection with a common television cable system, if any.
- (f) No outside painting shall be done to the exterior of the Units, patios, stairs, decks, balconies, railings, doors, windows, or any other part of the Common Elements.

- (g) The patios and porches which are part of the Common Elements shall not be obstructed by any of the owners or occupants or used by them for any purpose other than for ingress and egress to and from a Unit or some other part of the Common Elements.
- (h) Any physical damage to the Common Elements caused by an owner or occupant, his family, guests, visitors, servants, or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such owner or occupant.
- (i) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door, balcony or any part of the Common Elements.
- (j) No building or structure or tent shall be erected, placed, located, kept or maintained on the Common Elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the Common Elements.
- (k) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times. Should a pet owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two (2) weeks of receipt of written notice from the Board or the Manager requesting removal of such pet, permanently remove such pet from the property.

## 6. UNITS

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose, tenant, family, guest, visitor, servant or agent shall cause it.
- (b) No owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his Unit without the prior consent of the Board.
- (c) No Owner shall overload existing electrical circuits in his Unit and shall not alter in any way the amperage of the existing circuit breakers in his Unit.
- (d) Units shall be used only for such purposes as provided for in the Corporation's Declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any Unit. All municipal and other zoning ordinances, laws, rules and regulation of all government regulatory agencies shall be strictly observed.
- (e) Except as otherwise expressly stated herein, no awnings or shades shall be erected over and outside of the windows of any Unit or any exclusive use common element area without the prior written consent of the Board and no decorating or painting shall be done or effected, or caused to be done, on any outside area, exterior surface or exterior door without the prior written consent of the Board. All window coverings and outside linings thereof situate in exterior windows within each Unit shall be of a neutral off-white or white shade, and no foil shall be placed on the windows without the prior written consent of the Board. The Board shall have the right to cause the removal of anything which contravenes this provision, it being the intent of the board to maintain high and uniformly kept standards of architectural control and design within the Condominium.
- (f) In order to reduce or eliminate the penetration of sound from upper Units to lower Units, not less than sixty five percent (65%) of the floor area of each room in each Unit (with the exception of the kitchen, the bathroom and the entrance areas) shall be covered by broadloom or by an area rug with suitable underpadding.
- (g) No sign, advertisement or notice of any type, size or kind shall be inscribed, painted, affixed, attached, hung or displayed on any part of any Unit (whether temporary or otherwise) without the express written consent of the Board. This restriction shall not apply to the Declarant under any circumstances whatsoever.
- (h) Save as otherwise expressly provided in the Declaration to the contrary, no Owner (other than the Declarant) shall install any fencing, privacy screen or enclosures, nor any deck, planter boxes or other landscaping treatments or features within the confines of his or her Unit (or the exclusive use common element areas appurtenant thereto) without the prior written consent of the Board. In order to maintain the uniform appearance of the Condominium and to ensure compliance with all applicable municipal building and zoning restrictions and development agreements, the Board shall have the right to prescribe the height, type, size, design, and colour of all fencing, privacy screens,

enclosure decks, planter boxes and/or other landscaping treatments or features proposed to be constructed by any owner as appurtenant to his or her Unit (or with respect to any exclusive use common element areas appurtenant thereto).

- (i) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his Unit or adjacent Common Elements. Each Owner shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all Owners shall fully co-operate with the Manager to provide access to each Unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the buildings.

## **7. GARBAGE & RECYCLING DISPOSAL**

No Owner shall place, leave or permit to be placed or left in or upon the Common Elements any debris, refuse, garbage, or recycling materials except on days designated by the Board, the Manager, and/or the City of Vaughan / Regional Municipality of York, as applicable, as garbage/recycling pick-up days, nor shall he place or deposit same anywhere except upon the area designated under the Declaration as the Garbage Collection Area, or as may otherwise be determined from time to time by the Corporation or the Manager.

Debris, refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags not exceeding twenty five (25) pounds per bag in weight.

Recycling materials shall be stored in those certain containers as required by the Board, the Manager, and/or the City of Vaughan / Regional Municipality of York, from time to time.

All such debris, refuse, garbage or recycling materials shall be disposed of as directed by the Manager. Where such debris, refuse or garbage consists of large items, crates or cartons, the Owner shall arrange with the Manager or supervisor for disposal thereof and such crates or cartons shall not, in any event, be left outside the Unit.

## **8. TENANCY OCCUPATION**

- (a) No Unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the Unit, the owner shall have delivered to the Corporation: (1) a completed Tenant Information Form in accordance with Schedule 1 attached hereto; (2) an executed copy of the Application/Offer to Lease and the Lease itself; and, (3) a duly executed Tenant's Undertaking and Acknowledgement in accordance with Schedule 2 attached hereto.
- (b) In the event that the owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, and in compliance with Section 40 of Regulations 49/01, any person or persons intending to reside in the owner's Unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the owner comply with the within rules and with the Act.
- (c) Within seven (7) days of ceasing to rent his Unit (or within seven (7) days of being advised that his tenant has vacated or abandoned the Unit, as the case may be), the Owner shall notify the Corporation in writing that the Unit is no longer rented.
- (d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation.
- (e) No owner shall allow his tenant to sublet his Unit to another tenant.
- (f) All owners shall be responsible for any damage or additional maintenance to the Common Elements caused by their tenants and will be assessed and charged therefor.
- (g) During the period of occupancy by the tenant, the Owner shall have no right of use of any part of the Common Elements.
- (h) The Owner shall supply to the Board, his current address and telephone number during the period of occupancy by the tenant.

## 9. PARKING

For the purpose of these Rules, "**motor vehicle**" means a private passenger automobile, station wagon, pick-up truck, compact van, motorcycle or moped/electric scooter as customarily understood.

- (a) No vehicles, equipment or machinery, other than motor vehicles, shall be parked or left on any part of the Common Elements and, without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (b) Parking is prohibited in the following areas:
  - (i) fire zones;
  - (ii) traffic lanes;
  - (iii) Common Garbage Area; and
  - (iv) roadways.
- (c) No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind on the Common Elements without the express written consent of the Manager or the Board. No motor vehicle shall be driven, or parked, on any part of the Common Elements other than on a driveway or parking space.
- (d) No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Elements, nor in any Unit, save for the purposes of loading and unloading furniture or other household effects of the Owners, provided that the length of time where such parking is limited shall be no longer than is reasonably necessary to perform the service.
- (e) All motor vehicles operated by Owners must be registered with the Manager. Each Owner shall provide to the Manager the licence numbers of all motor vehicles driven by residents of that Unit.
- (f) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of the posted speed.
- (g) No person shall place, leave, park or permit to be placed, left or parked upon the Common Elements any motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. If a motor vehicle is left standing in a parking space or upon the Common Elements and is unlicensed or unregistered with the Manager, the vehicle may be towed without notice to the owner and at the Owner's expense.
- (h) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other Owners. Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic. No mopeds and bicycles are permitted to be operated on sidewalks.
- (i) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without proper operating licence.
- (j) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be fined or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whatsoever caused to such motor vehicle or to the Owner thereof.
- (k) No motor vehicle having propane or natural gas propulsion system shall be parked in a Unit or on the Common Elements.
- (l) No visitor parking space shall be used for any purpose other than to park a motor vehicle that is a private passenger automobile, station wagon, compact van or motorcycle.

10. **OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL**

No Contractor, trade or service personnel may or shall enter upon the property to perform any work or services in or about any Unit (including such Unit's exclusive use common element areas) that may or will affect the Common Elements or common building services unless such persons or firms are:

- a) employed directly by the Condominium Corporation; or
- b) employed by a Unit owner in circumstances where the intended performance of work and/or services in or about a Unit has first been approved, in writing, by the Corporation and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction; and the owners of the Unit have provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and where the Unit owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the unit owner's contractor, trade or service personnel including any resulting damage to the Common Elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the Unit Owner in the same manner as common expenses.

11. **EXCLUSIVE USE COMMON ELEMENT AREAS**

- (a) No hanging or drying of clothes is allowed on any exclusive use common element areas.
- (b) The exclusive use common element areas shall not be used for the storage of any goods or materials.
- (c) Only seasonal furniture is allowed on the exclusive use balconies, decks, patios and/or porches. All such items shall be safely secured in order to prevent such items from being blown off such areas by high winds.
- (d) No Owner, occupant or tenant shall do or permit anything to be done on any exclusive use common element areas which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other Owners, occupants or tenants.
- (e) No awnings or shades shall be erected over or outside the exclusive use common element areas without the prior consent of the Board. The Board shall have the right to deny such construction or prescribe the shape, colour and material of such awnings or shades to be erected.
- (f) Except for natural gas barbeques connected to gas lines installed by the Declarant, no barbeques can be used on the exclusive use balconies, decks, patios or porches (it being understood no barbeques will be allowed on any other portion of the exclusive use common element areas).
- (g) The Board may restrict or limit any installation on or improvements to any exclusive use common element areas where necessary in its sole discretion, to preserve or protect the structural integrity of such areas.
- (j) Each Owner shall maintain his/her patio, porch, balcony, deck, indoor parking space and/or outdoor parking space, as may be applicable, in a clean, sightly and broom swept condition, provided however that the Corporation may make provision in its annual budget for cleaning and snow removal from the outdoor parking spaces, patios and/or porches, in its discretion.