

Rules Implemented June 1, 2016

1. All house hold garbage items must be tied and sealed in plastic bags no larger than 5 pounds and placed into the garbage chute located on each floor. No garbage is to be left on or around the garbage chute room. In the event that improper garbage disposal is found, management will take necessary action where residents may be subject to cleaning fees.
2. Garbage Chute Disposal hours are from 8:00 A.M. to 10:00 P.M. Any infraction of the rule will be treated and dealt with as a noise and nuisance violation.
3. There shall be no riding of bicycles, skateboards, in-line skates etc. within the common elements including the lobbies, hallways, underground and above ground parking areas.
4. Pet owners shall ensure that any animal feces and or urine left by their pet be cleaned thoroughly and immediately in all common element areas. Should the corporation be required to clean up animal waste or repair any damage caused by pets, resident pet owners will be charged a minimum of \$100 in cleaning fees, collectable in the same manner as common element fees.
 - a) The breeding of any type of animal, fish or fowl for sale is strictly prohibited in any Residential Units;
 - b) Each Owner or Resident keeping a pet in their Residential Unit shall register the pet with the Manager. Owners shall ensure that all information on record is current and shall advise the Manager immediately of any changes in the information
5. The Owner of a Unit, who leases the Unit or renews a lease of the Unit shall, within 30 days of entering into the lease or the renewal, as the case may be:
 - a) Notify the Corporation that the Unit is leased;
 - b) 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 form prescribed by the Minister;
 - c) Provide the lessee with a copy of the Declaration, By-laws and Rules of the Corporation.
6. In the event that the Owner fails to provide the foregoing documentation prior to the commencement date of the tenancy, and in compliance with Section 83(1) of the Condominium Act 1998, (the "Act"), any person(s) intending to reside in the Owner's Unit shall be deemed to be a trespasser by the Corporation until and unless such person(s) and the Owners comply with the Rules and the Act. Steps shall be taken accordingly to limit access to trespasser.

7. If an owner is selling their unit and is enrolled in Pre-Authorized Payment for Common Element fees, they are required to advise management in writing 30 days prior to their closing date.
8. Within seven days of ceasing to lease/rent his Unit, or within seven days of being advised that his tenant has vacated or abandoned the Unit, the Owner shall notify the Corporation in writing that the Unit is no longer leased/rented.
 - a) No lease shall be for a period of less than one (1) year without the approval of the Board
 - b) No owner shall allow their tenant to sublet their unit to another tenant
9. All objects including smoking materials shall not be thrown out of windows or doors or from balconies and terraces. Further to this all common elements within the building including the underground parking garage and all stairwells are designated non-smoking areas.
 - a) No Owner/Resident shall do or permit anything to be done on a balcony 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 Residents
10. No awnings or shades shall be erected over the outside of any window. All window coverings (drapes, blinds, verticals, etc.) shall appear white or off-white from the exterior.
11. Only patio furniture is allowed on balconies which includes patio tables and/or chair(s). No clothes lines/racks or drying of clothes is allowed on balconies. Other seasonal furniture, i.e. umbrellas, tanning loungers, potted plants are only permitted during spring/summer months. All items must be secured, and non-seasonal items are to be stored out of view.

General Recreational

12. **ALL RECREATION FACILITIES ARE USED AT THE RESIDENTS' RISK. THE BOARD, THE MANAGEMENT AND EMPLOYEES OF THE CORPORATION ARE NOT RESPONSIBLE FOR ACCIDENTS, LOST OR STOLEN PERSONAL PROPERTY OR ANY OTHER DAMAGES, HOWSOEVER CAUSED**
13. Proper attire must be worn at all times when in the Common Elements and recreational facilities. Footwear and cover-ups must be worn at all times.
14. No manner of dress customarily understood to be inappropriate, or deemed to be inappropriate by the Board or the Manager shall be worn on any part of the Common Elements including recreational areas

Swimming Pool

15. **All Persons use of these facilities at their own risk**
16. The Pool may be used subject to any applicable regulations under the Health Protection and Promotion Act and/or any other applicable statutes or regulations.
17. No Resident shall permit any child under the apparent age of four (4) or lacking toilet training to use the Pool facilities without wearing special pull-on swimming diapers. In addition, rubber pants over diapers and/or changing of diapers is not permitted within the Pool areas
18. No bath oil, tanning oil, shampoo or soap is permitted in the swimming pool.

Whirlpool

19. The Whirlpool may be used subject to any applicable regulations under the Health Protection and Promotion Act and/or any other applicable statutes or regulations;
20. A cleansing shower must be taken before entering or re-entering the whirlpool
21. No bath oil, tanning oil, shampoo or soap is permitted in the whirlpool;
22. No person shall pollute the whirlpool in any way;
23. No food or drink is permitted in the whirlpool area

Saunas and Change Rooms

- 24. Each Change Area is intended for single gender use
- 25. No person shall pollute the Change Area in any way

Parking Units

- 26. **All vehicles are parked at the full liability of the vehicle owner. Corporation shall not be liable for any damages**
- 27. 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
- 28. Parking is prohibited in the following areas: fire zones, traffic lanes, roadways
- 29. Vehicles must travel at a maximum speed limit of 10km/hr in all drive areas on the property both above-ground and in the underground parking garage
- 30. No vehicle repairs, other than such minor emergency repairs as a tire change or the addition only of oil, coolant or other fluids shall be Performed anywhere on the property. Residents shall be responsible for any stains or damage caused by the leaking of oil, gasoline, coolant, windshield wiper fluid or other operational fluids
- 31. No trailers, campers, boat trailers, boat, recreational vehicle, mechanical toboggan, snowmobile, commercial vehicle or mechanical equipment may be parked in a Parking Unit, unless authorized by the Board;
- 32. Any vehicle found abandoned on the property may be ticketed and towed away at the owner's expense

Locker Units

- 33. All items are stored in lockers the full liability of the locker occupier. The Corporation shall not be liable for any damages, theft or loss
- 34. Nothing may be left in the common hallways outside or on top of the lockers to contravene fire regulations
- 35. Owners/tenants shall not store hazardous material in their Storage Locker Unit. For the purposes of these Rules, the term "hazardous materials" shall mean any materials defined by provincial or federal legislation as being hazardous, or any material deemed by the Board, in its sole and absolute discretion, to be hazardous, and not to limit the generality

of the foregoing, gasoline, natural gas, propane, butane, gas tanks, natural gas tank, propane tanks, butane tanks, charcoal and any other flammable or combustible liquids or gases shall be deemed to be hazardous for the purposes of these Rules.

- 36. Costs incurred by the Corporation relating to misuse of the Storage Lockers will be charged back to the Owner
- 37. Owners/tenants shall not store any food items in their Locker that could cause an infestation of animals or rodents. Any costs associated with eradication of such vermin will be charged back to locker owners who can be found to have created the problem.

Garage Door

- 38. Drivers who try to pass through an open garage door without activating it bear the responsibility for damage or injury caused by collision with the garage door

Visitors Parking

- 39. Visitors are prohibited from using multiple units in a month for the sole purpose of gaining extra parking permits. Such violation could result in a visitor's vehicle being banned from the site

General Rules

40. No unlawful, illegal, improper or offensive use or conduct shall be permitted in or made of any Unit or any portion of the Common Elements. Without limiting the generality of the foregoing, all Owners, Residents, and their Guests shall comply with all municipal and other zoning ordinances, and any other by-laws, rules, regulations, ordinances and legislation of all government authorities and/or agencies having jurisdiction over the Condominium Corporation
41. An Owner shall take all reasonable steps to ensure that the Residents and their Guest(s) (and the Resident shall take all reasonable steps to ensure that their Guest(s)) comply with the Act, the Declaration, fire by-laws and the rules in force and effect, and the Owner and/or Resident shall be responsible to fully reimburse or indemnify the Corporation for all losses, liabilities, suits, claims, actions or damages of any nature, financial or otherwise arising from the conduct of the Owner, the Resident or Guest of a Unit, upon the Units or Common Elements within this Condominium Corporation
42. All costs, damages, liabilities, suits, claim: or losses suffered or incurred by the Corporation, including without limitation increased insurance premiums, cleaning charges, or repair charges for any Unit or the Common Elements arising from any violation of the rules in force and effect may be recovered against the offending Owner and/or Resident, and may be collected in the same manner as common expenses on a full indemnity basis
43. All Residents and Guests shall endeavour to use the paved walkways or the driveway when entering or leaving the buildings and to avoid crossing softscaped lawns or landscaped areas
44. Residents are responsible for the actions of any non-resident (be they a guest, contractor or agent) when accessing all common areas of the complex.
45. Subject to the Declaration, the by-laws, any agreements authorized by the by-laws or these rules, no one may obstruct any sidewalk, passageway, walkway, driveway or laneway, or use any of them except to travel to or from the Units or the Common Elements. No one shall put anything in the interior corridors immediately adjacent to Units or stairwells
46. No mats, footwear or signs may be left outside Unit doorways, or placed anywhere in the Common Elements, including exclusive use Common Elements
47. A person responsible for a spill, stain or mess in the Common Elements shall clean it up immediately. If the person cannot do so properly, they shall advise the Manager as soon as possible, and shall reimburse the Corporation for the costs of having the spill, stain or mess, cleaned up
48. No smoking shall be permitted in any of the Common Elements including but not limited to stairwells, hallways, elevators, amenity rooms, lobby and garage

49. No one shall loiter on, damage, litter, or cause a nuisance or disturbance upon any of the Common Elements, including but not limited to the lobby, stairwells and hallways. No one shall interfere with, hinder or obstruct the lawful use and enjoyment of the Common Elements by other Residents.
50. Except for ingress or egress purposes, no guest may use or have access to the Common Elements and facilities unless accompanied by a Resident.
51. No Unit Front door shall be propped open. All doors must be left in a closed and locked position;

QUIET ENJOYMENT

52. No Owner, Resident or Guest shall create, permit or continue to make any noise or nuisance, which in the opinion of the Security or the Manager (or if necessary by two Board members), may or does disturb the comfort and/or quiet enjoyment of the Units and Common Elements by other Residents;
53. 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 their 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);
54. No one may allow their Unit to become infested with pests, vermin, insects or rodents. Residents shall report such infestation immediately to the Manager and shall provide access to their Units to have the pests, vermin, insects or rodents exterminated. Anyone failing immediately to report the infestation of their Unit or failing to provide access to it shall pay the costs of repairing any damage caused by such failure, including increased extermination costs;
55. Repairs, hammering, drilling or any such work or activity which when performed creates noise: or disturbances shall only be permitted after 5:00pm, **Emergency repairs are excluded**
56. No one may hold a sale of personal property (e.g. by auction or "in house" garage sale) in a Unit or elsewhere in the building or lands which form part of the Common Elements;
57. No one shall leave any debris, refuse or garbage in the Common Elements (including those of which the person has the exclusive use), except at times and in locations designated by the Board or the Manager;
58. Excessively loud music and/or boisterous behavior are not acceptable at any time

SOLICITING

- No business solicitation or canvassing is permitted within this Corporation;
- No solicitation or canvassing is permitted within this Corporation;
- No one shall be permitted to leave mailings, solicitations or other advertising material in front of Residential Units, in the mail room, or in or on any other portion of the common elements unless approved by the Board;
- Notwithstanding anything hereinbefore set out, Section 118 of the Act states that *“No corporation or employee or agent of a corporation shall restrict reasonable access to the property by candidates, or their authorized representatives, for election to the House of Commons, the Legislative Assembly or an office in a municipal government or school board if access is necessary for the purpose of canvassing or distributing election material”*.

PARCELS/MAIL POLICY

- To receive parcels, a completed Parcel waiver form must be registered with the Management office indicating Suite#, owner/tenant name(s) and signatures.
- Parcels measuring larger than 3 feet x 3 feet and/or weighing more than 20lbs will not be accepted.
- Keys, medication and perishable items cannot be accepted at the Concierge Desk.
- Security staff will not accept parcels unless the resident is registered with management.

BUILDING ACCESS

- Building access will not be granted to visitors without resident authorization and they must be announced if not buzzed in by the resident including deliveries.
- Visitors can be pre-authorized by contacting the concierge desk

ACCESS FOBS & GARAGE REMOTE CONTROLS POLICY

- If authorized, FOB's may be purchased at the price of \$50.
- Residents are entitled to a maximum of 2 fobs per unit bedroom, i.e. 2 bedrooms = 4 fobs maximum
- The cost of remote controls is \$100 and residents are entitled to one remote per parking spot
- The prices are non-refundable and is to be set from time to time by the Board
- All cheques should be made payable to **YRSCC #1253**
- Effective the day after a move-out, all fobs and remotes for the unit will be disabled until registration is confirmed with Management and Security for a new resident