

H.S.C.C. #718

**610 FARMSTEAD DRIVE
MILTON, ONTARIO**

**CORPORATE DOCUMENTS
RULES & REGULATIONS**

**Professionally Managed By:
TAG MANAGEMENT
Phone: (905) 333-5506
Email: mail@tagmanagement.ca**

HALTON STANDARD CONDOMINIUM CORPORATION NO. 718

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RULES

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RULES

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

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 and units shall be subject to the Rules which the Board may make to promote the safety, security, or welfare of the Owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.
- (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) Owners shall indemnify and save harmless the Corporation from and against, any loss, costs, damage, injury, or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, their family, or any member thereof, any resident of their Unit or any guests, invitees or licensees of such Owner or resident to or with respect to the Common Elements and/or all other Units. Without limiting the generality of the foregoing, all costs, charges, and expenses including lawyers' costs, on the basis of costs between a solicitor and the solicitor's own client, incurred by the Corporation in enforcing its against an Owner, arising from the Act, the Declaration, the By-Laws, the Rules or otherwise, including the costs of bringing a court application or responding to a tribunal application commenced by an Owner against the Corporation, shall be payable by the Owner to the Corporation. All such monies, interests, and costs payable by an owner to the Corporation may be collected as additional common expense payments and shall be recoverable as such.

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 by other Owners or their respective families, guests, visitors, servants and persons having business with them.

- (b) No noise or odours shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise or odours is being transmitted to another Unit and that such noise or odours 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 or odours to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise or odours, the Board shall take such steps as it deems necessary to abate the noise or odours and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise or odours (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.
- (f) Smoking by any person within three (3) metres of the front entrance to any Residential Unit (exclusive of any entrance to a residential unit from a patio or balcony) is prohibited. [Declaration, Section 12(l)].
- (g) Smoking is prohibited in all common areas including the visitors' parking lot, the underground parking garage, locker rooms and outdoor courtyard area. This includes vaporizing, vaping and/or smoking and the smoking of cannabis products or products containing cannabis.
- (h) The cultivation of cannabis anywhere inside or outside of the Condominium unit or the common elements, or exclusive use common elements whatsoever, is strictly prohibited.

3. SECURITY

- (a) Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff.
- (b) No duplication of keys shall be permitted except with the authorization of the Board, and the names of people authorized to have keys shall be furnished to the Board at all times.
- (c) Under no circumstances shall building access or common element keys be made available to anyone other than an Owner or occupant or a contractor acting under the direction of the condominium corporation and/or the manager.
- (d) No visitor may use or have access to the common elements and facilities unless accompanied by an Owner or occupant.

- (e) Building access doors shall not be left unlocked or wedged open for any reason.
- (f) Service elevator availability shall be allocated by the manager in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission and as scheduled by the manager.
- (g) 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 master lock systems on the property. Owners/occupants who change or install additional locks must do so through the Corporation at the Owner's cost. All lock changes must be made through the key specialist retained by the Corporation. Owners may have extra copies of keys made by acquiring them from the lock and key specialist retained by the Corporation. Owners must contact the property management firm for the required prior authorization form and the name of the key and lock firm.

4. **SAFETY**

- (a) No storage of any hazardous or offensive goods, provisions or materials shall be kept in any of the Units or common elements.
- (b) Owners and occupants shall not overload existing electrical circuits.
- (c) Water shall not be left running unless in actual use.
- (d) Nothing shall be thrown out of the windows or the doors of the units or off the exclusive use balconies or patios.
- (e) 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.
- (f) No rollerblades, roller skates, scooters or skateboards shall be permitted to be used in the common elements.
- (g) No propane tanks or barbeques and/or propane heaters, or charcoal barbeques, shall be kept, permitted, or used in any Unit or any balcony, patio, or exclusive use Common Elements. However, electric barbeques (utilizing a maximum load of 15 amps) are permitted for use on exclusive use balconies and patios. Extension cords are NOT permitted.

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) No sign, advertisement or notice shall be inscribed, painted, affixed, or placed on any part of the inside or outside of the Residential Units or common elements, whatsoever.
- (c) No awning, foil paper shades, screens, enclosures, or structures whatsoever shall be erected over, on or outside of the windows or balconies without the prior written consent of the Board.
- (d) No equipment or other property of the Corporation shall be removed from the common elements by, or on behalf of, any Owner or occupant of a unit.
- (e) No outside painting shall be done to the exterior of the units, railings, doors, windows, or any other part of the common elements.
- (f) The entry, passageways, walkways, and stairways 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.
- (g) Any physical damage to the common elements caused by an Owner or occupant, his family, guests, visitors, servants, agents, or contractors shall be repaired by arrangement and under the direction of the Board at the cost and expense of such Owner or occupant.
- (h) No mops, brooms, dusters, rugs, or bedding shall be shaken or beaten from any window, door, or any part of the common elements over which the Owner has exclusive use.
- (i) No one shall construct, erect, fasten, or affix any television antenna, satellite dish, aerial, tower or similar structure or appurtenances thereto to any unit or any portion of the common elements, nor shall anyone place same upon any portion of the common elements, including without limitation, any portion of any balcony or patio.
- (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) Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules or regulations in force from time to time by any owner, his/her family, guests, agents, or occupants of his/her unit, shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.
- (l) The owner or occupant shall not place, leave, or permit to be placed or left in or upon the common elements, including those of which he/she has the exclusive use, any debris, refuse or garbage and the owner/occupant agrees to dispose of same in accordance with the rules of the Corporation as set out from time to time.
- (m) The owner or occupant shall not place, leave, or permit to be placed or left upon or within the common elements, any floor mats, footwear or other property of any description.
- (n) No owner shall make any change or alteration to the common elements or any betterment or improvement thereof, or alter, decorate, renovate, maintain, or repair any part of the common elements, except for maintaining those parts of the common elements which he/she has a duty to maintain in accordance with the provisions of this Declaration, without obtaining the prior written approval of the Corporation and/or the unit owners, if required, in accordance with the terms and provisions of the Act. [Declaration Section 14(a)]

6. **RESIDENTIAL UNITS**

- (a) The toilets, sinks, showers, bathtubs, 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, agent, or contractor 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 garburators shall be installed in any Residential Unit without the prior written consent of the Board, which consent may be arbitrarily withheld.
- (d) 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.
- (e) 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 regulations of all government regulatory agencies shall be strictly observed.

- (f) No Owner or occupant shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her Unit or adjacent common elements. Each Owner and/or occupant shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all Owners and occupants 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.
- (g) All drapes, shades or other window coverings shall be white or off white on the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the building. In addition, no signage visible from the exterior of any unit may be installed within any unit and/or upon any window or door of any unit. [Declaration, Section 15(b)].
- (h) No residential unit shall be used for short term rentals or home exchanges, rooming house purposes, used as a holiday exchange property in the nature of an Air BNB property and/or any other similar purposes. [Declaration, Section 16(c)].
- (i) No owners shall repair, renovate, upgrade and/or alter the Unit HVAC System and/or repair renovate, upgrade and/or alter any plumbing, gas, sanitary and/or electrical fixture (hereinafter collectively referred to as the "**Fixture**") within a residential unit unless such work is undertaken by a tradesman licensed to undertake and/or perform such work, and in accordance with any required permit. [Declaration, Section 21(e)].
- (j) No owner or occupant shall permit undue accumulation of garbage within any unit.
- (k) No owner or occupant shall affix a wreath or decorative ornament on their unit entry door using nails, screws, tacks, or other items which may cause physical damage to the door. Temporary removable hangers that will not cause physical damage to the door are permitted. Furthermore, any wreaths or decorations that are deemed by the Board to be inappropriate or unsightly shall be removed at the written request of the Board. Expenses required to replace and/or repair any damage(s) to the door or framing will be the responsibility of the owner.
- (l) No owner or occupant shall permanently affix a door sweep, weatherstripping or other types of barriers on or around unit entry doors (considered to be part of the common elements) which impedes the optimum air circulation for which the ventilation system has been designed, and which violates local Building Codes. Expenses incurred to replace and/or repair any damage(s) to the door or framing will be the responsibility of the owner.

7. GARBAGE DISPOSAL

- (a) Loose garbage or loose organics is not to be deposited in the garbage chute. All garbage and organics must first be properly bound, packaged, or bagged to prevent mess, odours, and disintegration during its fall down the garbage chute or in the disposal rooms.

- (b) No owner or occupant shall place, leave, or permit to be placed or left in or upon the common elements (including those of which an owner/occupant has the exclusive use) any debris, refuse, or garbage, nor shall the owner/occupant place or deposit the same on the Common Elements, except in an area designated by the Corporation or the Manager as a central garbage depository. All containers for the collection of garbage, organic waste and/or recyclable materials must be kept within the Unit and shall not be kept on the Common Elements, including any Common Elements of which an owner or occupant has exclusive use. Owners/occupants shall only use garbage disposal bags or other disposal devices that are from time to time approved by the Corporation or Manager.
- (c) Glass bottles and other glass material shall be disposed of in the recycling chute by wrapping the items in a protective cover such as plastic packaging, plastic film food wrap, small cardboard packaging, or paper towel, and placed in a recyclable bag with other recyclable materials to prevent the glass from shattering and dispersing upon impact. No individual glass bottles or glass material may be disposed of in the chute.
- (d) Non-recyclable plastic bottles and containers small enough to easily fit down the chute may be put in the appropriate chute.
- (e) Cartons and large objects which might block the garbage chute shall be stored in such an area designated by the Board. Such items shall not be left outside the unit or on any exclusive use common elements.
- (f) Empty cardboard boxes must be deposited in designated bins in the recycling bin station located in the underground garage. The boxes must be broken down by the owner or occupant to maximize the space inside the bin.
- (g) No burning cigarettes, cigars, ashes, or other potential fire hazards shall be thrown down the garbage chute.
- (h) No garbage, recyclables or organics shall be placed in the garbage chute between the hours of 11:00 p.m. and 7:00 a.m.
- (i) Extra expenses incurred by the Corporation resulting from the failure of owners or occupants to adhere to any of Rules 7 (a) to (h), at the discretion of the Corporation, will be charged back to the owner and/or occupant.

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 a completed Tenant Information Form in accordance with the Condominium Act and an executed copy of the Application/Offer to Lease and the Lease itself.
- (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 fails to comply with Section 83 of the Act, 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. ELEVATORS AND MOVING

- (a) Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose (the "service elevator") by the Board. The service elevator shall be used for the delivery of any goods, services or home furnishings where the pads to protect the elevators should be installed as determined by the manager or its staff at their sole discretion. The time and date for moving or delivery shall be fixed in advance by arrangement and reservation with the manager. An Elevator Reservation Agreement shall be signed when reserving the service elevator.
- (b) Except with prior written authorization of the Board, moving and deliveries shall be permitted only between those hours/times and specific days of the week, as designated by the Board from time to time, and shall not take place on public holidays.
- (c) A refundable security/damage deposit in such amounts as determined by the Board from time to time in cash, money order or certified cheque payable to the Corporation shall be deposited with the Corporation through the manager or its staff when making the reservation and signing the elevator reservation agreement.

- (d) It shall be the responsibility of the Owner through the person reserving the service elevator to notify the manager or superintendent and to request an inspection of the service elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the Owner reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and affected common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the Owner of the unit and the person reserving the service elevator. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the manager as soon as possible following the move or damage and the parties responsible shall be advised.
- (e) The Owner and the person reserving the service elevator shall be liable for the full cost of repairs to any damage to the service elevators and any part of the common elements caused by the moving of furniture or equipment into or out of the suite or the delivery of goods, services and home furnishings or equipment into or out of the suite. The Corporation through its manager shall have the right to withhold all or part of the security/damage 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. If the cost of repairs should be less than the amount of the security deposit, the balance shall be returned to the Owner or person reserving the service elevator. If the cost of repairs exceeds the amount of the security deposit and the Owner or person reserving the service elevator still owns or resides in the building, the full cost of repairs less the amount of security deposit shall be assessed against the unit owned by or occupied by the person reserving the service elevator as a common element expense and still be collected as such.
- (f) During the term of the reservation and while any exterior doors are in an open condition, the Owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- (g) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
- (h) Upon moving from suite, the Owner or occupant vacating the premises shall surrender all common element keys and any garage access devices in his possession to the manager or its staff. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered.
- (i) Purchasers or tenants acquiring a unit shall register with the manager or its staff prior to the move-in date at which time arrangements will be made for delivery of the common element keys and any garage access devices.

- (j) Bicycles shall not be taken on any elevator.
- (k) Smoking is prohibited in all elevators.
- (l) All deliveries of furniture, appliances, or similar large items to residential units shall be made through the designated moving room. Furthermore, vehicles being used for the delivery of such items shall park in the visitor parking lot, in the designated loading/unloading area outside of the Moving Room. No deliveries other than mail and small parcels are permitted through the front or rear entrance.
- (m) Owners or occupants' unwanted furnishings or contents of any description are not to be left behind or disposed of in the Moving Room at any time. Anyone in violation of this rule will be charged the cost to remove any furnishings or contents, and any administrative and disposal costs.

10. PARKING

For the purpose of these Rules "motor vehicle" means a private passenger automobile, station wagon, compact van, SUV or motorcycle as customarily understood. No motor vehicle parked upon any common elements shall exceed a height of 2.1 metres (7 feet).

All motor vehicles must have license plates with up-to-date annual tags from the Ministry of Transportation (Ontario).

- (a) No vehicles, equipment, or machinery, other than motor vehicles shall be parked in a Parking Unit and/or Parking/Locker Unit or placed within the parking bays.
- (b) Parking is prohibited in the following areas:
 - (i) fire zones;
 - (ii) traffic lanes;
 - (iii) loading and unloading delivery bays;
 - (iv) garbage pick-up areas;
 - (v) areas designed for snow piling during the winter season; and
 - (vi) roadways.
- (c) No servicing (including the hiring of companies for detailing of vehicles or changing of tires) or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, 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 on any part of the common elements other than on a driveway or parking space.

- (d) No motor vehicle, machinery or equipment of any kind shall be parked on any part of the common elements, nor in any Unit but this provision shall not apply 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 and/or residents must be registered with the Manager. Each Owner and/or resident shall provide to the Manager the license 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 10 km/h.
- (g) No person shall place, leave, park, or permit to be placed, left or parked upon the common elements or within any Parking Unit and/or Parking/Locker Unit 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. Upon forty-eight (48) hours' written notice from the Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner. 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/residents. Mopeds and bicycles shall be operated only on the road and in such a manner as not to obstruct traffic. No mopeds and bicycles are permitted to operate 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 license.
- (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 whosoever caused to such motor vehicle or to the Owner thereof.

- (k) No motor vehicle having a propane or natural gas propulsion system shall be parked in a Parking Unit and/or Parking/Locker Unit or the common elements.
- (l) Each Parking Unit shall be used and occupied only for motor vehicle parking purposes and shall be restricted to motor vehicles having a height not exceeding the height of the registered Parking Units. All Parking Units other than Tandem Parking Units shall be used for the parking of one (1) motor vehicle while Tandem Parking Units may be used for the parking of two (2) motor vehicles. [Declaration, Section 17(a)].
- (m) Owners/residents shall keep their parking spaces clean and free of debris and items of any description, always.
- (n) No parking unit shall be sold or conveyed to anyone who is not an owner of a unit.
- (o) Visitors shall park only in areas designated as guest/visitor parking.
- (p) Visitor parking spaces shall only be used by invitees of owners or occupants of the Condominium for the parking of their motor vehicles (as such term is defined in the declaration) and must be maintained as common elements and not as units, and these visitor parking spaces are not to be sold or leased to owners or occupants of the Condominium or otherwise assigned and shall not be designated as part of the exclusive use portions of the common elements [Declaration, Section 12(k)].

Owners and/or residents parking in the visitor parking spaces will be ticketed and would be at risk having their vehicles towed from the property.

11. BALCONY AND EXCLUSIVE USE AREAS (CONSIDERED COMMON ELEMENTS)

- (a) No hanging or drying of clothes, blankets or rugs/carpets are allowed on any balcony, patio or exclusive use area.
- (b) Balconies, patios and exclusive use areas shall not be used for the storage of any goods or materials.
- (c) Only seasonal furniture, electric barbeques and plants are allowed on balconies and exclusive use areas. All such items shall be safely secured in order to prevent such items from being blown off the balcony or exclusive use areas by high winds.

As approved by the Board, electric barbeques (utilizing a maximum load of 15 amps) are permitted for use on exclusive use balconies and patios. Extension cords are NOT permitted.

All plants must include a drainage plate so that water is not drained to units below.

- (d) The balcony must be kept tidy.
- (e) No Owner, occupant or tenant shall do or permit anything to be done on a balcony or exclusive use area 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.
- (f) No awnings or shades shall be erected over or outside of balconies and exclusive use areas.
- (g) The owners of units having the benefit of an exclusive use patio and/or balcony shall have the responsibility to sweep and clean the patio and/or balcony but may not make any additions or alterations to such areas or add or install any betterments thereto without the written consent of the board [Declaration, Section 12(c)].

Owners and/or occupants shall also be responsible for snow and ice removal from their balcony or patio.

- (h) No Owner or occupant shall do, or permit anything to be done, in his unit or exclusive use balcony or exclusive use patio, 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 the 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 upon the building or any part thereof, or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal or City By-Law, and only the placement of seasonal furniture shall be permitted on any patio or balcony. [Declaration, Section 12(g)].
- (i) Nothing shall be hung or affixed to the exterior walls, dividers, or ceilings of an exclusive use balcony or patio; or permanently affixed to a balcony or patio railing/barrier, without the written consent of the Board. Nor shall any objects be hung from a balcony or patio sprinkler head. Furthermore, property of any description that is deemed by the Board to inappropriate, unsafe, or unsightly, shall be removed at the written request of the Manager at the direction of the Board.

12. 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 an "exclusive use" common element area) 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 has 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.

13. MULTI-PURPOSE ROOM

- (a) Any Unit Owner wishing to use a Multi-Purpose Room shall complete an application for rental of this room and leave same with the Management Office together with a non-refundable fee, which will be determined by the Board of Directors from time to time.
- (b) No resident shall permit more persons to be present in a Multi-Purpose Room than is allowed by the fire marshal's office, as indicated in the rental application.
- (c) No resident shall permit noisy, rowdy, or raucous behaviour in or adjacent to a Multi-Purpose Room nor any behaviour or noise which disturbs the comfort and quiet enjoyment of other residents, their families, guests, visitors, servants, and persons having business with them.
- (d) No resident shall permit any illegal act in or adjacent to a Multi-Purpose Room or upon the property of the condominium corporation.
- (e) Any resident using a Multi-Purpose Room shall comply with all provisions of the application form filed with the Management Office and all such provisions are and shall be incorporated into the Rules and Regulations of the Condominium Corporation.
- (f) The Multi-Purpose Room reservation must be made 10 days prior to the event in the booking format determined by the Board of Directors from time to time. The payment for the reservation will be made at the time of the booking otherwise the reservation will be automatically cancelled.
- (g) The Multi-Purpose Room may not be used for any purpose after 12:00 midnight.

14. EXERCISE ROOM/AREA

- (a) Use of this room is at the user's risk.
- (b) No equipment is to be taken out of this room for any reason.
- (c) Proper advice must be sought by the user of the equipment before using the various exercise components in this room.
- (d) No food, beverages or smoking are allowed in this room.
- (e) Proper dress shall be worn. Tops must be worn at all times.
- (f) Sports shoes only must be worn; sandals, slippers, thongs, etc. are not acceptable. Bare feet or stockings or socks are not permitted.
- (g) Persons under the age of 16 must be accompanied by an adult at all times.
- (h) Since perspiration will soil and damage the furniture, proper post exercise attire must be worn.
- (i) Persons must immediately and thoroughly clean and sanitize each piece of fitness equipment that they have utilized.
- (j) Use of the Exercise Room/Area is reserved only for persons residing in the Condominium building. Visitors are not permitted to use these facilities.

15. STORAGE LOCKER

- (a) Each exclusive use locker space shall be used only for storage purposes permitted by the provisions of the applicable zoning by-laws of the Town of Milton pertaining to the real property, as amended from time to time, and for no other purposes whatsoever, provided however that notwithstanding the foregoing, no locker shall be used to store any combustible material or substance, explosive material, nor any substance deemed to be a "contaminant" pursuant to the Environmental Protection Act, R.S.O., 1990 as amended or any successor or other environmental legislation of any Governmental Authorities. [Declaration, Section 12(f)]. This includes tires and propane tanks.
- (b) No items shall exceed the height of the locker.
- (c) No personal items shall be left outside the locker and all garbage must be disposed of properly.

16. PETS

- (a) No animals other than a pet (as hereinafter defined) are permitted within the units or upon the common elements, and the number of pets shall be limited as hereinafter set out. The board of directors of the condominium shall have the authority to deem a pet to be a nuisance and to demand the removal of the pet from the Condominium, on such terms as it may decide. All pets must either be on a leash or physically constrained when on the common elements. Owners shall not permit their pets to soil, defecate, or urinate on any portion of any common elements or exclusive use common elements except the areas of the common elements specifically designated as pet exercise areas. If a pet defecates on such designated areas, then the owner of such pet must remove such waste immediately. In addition, if a pet damages the common elements in any fashion, the board of directors shall have the right declare the pet a nuisance and require its removal or to place conditions on the pet's use of the common elements. [Declaration, Section 12(i)].
- (b) Each pet owner must ensure that their pet(s) urinates and defecates only within the designated pet exercise enclosure while on the premises, and not on the grass/lawn/flower bed areas, and 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 their 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. [Declaration Section 5(k)].
- (c) No owner of a unit shall keep or maintain in their residential unit more than two (2) pets (hereinbefore and hereinafter referred to as a "pet"). For the purposes of the declaration, the term "pet" shall be limited to cats, dogs & domestic birds, but shall exclude any breed of pet prohibited or prescribed by any Governmental Authority. This restriction shall not apply to tropical or marine fish in aquariums. These provisions shall not apply to a dog required for use in the capacity of a service dog. The board of directors of the condominium shall have the authority to deem a pet to be a nuisance and to demand the removal of the pet from the condominium, on such terms as it may decide. No breeding of pets shall be permitted in any units. [Declaration, Section 15(d)].
- (d) Dog owners must also ensure that their pets do not persist in frequent and loud barking for extended periods of time while upon the common elements including the pet exercise area, to disturb other owners or occupants. If such pet persists in such behaviour, then it 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.

- (e) Pets that consistently persist in aggressive and threatening behaviour towards residents and/or visitors, shall be deemed to be a nuisance and the Owner of said pet shall, within (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.
- (f) Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets. No pet(s) of guests can stay in the unit for more than 14 days (consecutive or staggered) in any one-year period without prior written permission of the Board of Directors.