

## 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**”) 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 (“**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 Invitees, 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 Owners and Invitees;
- 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 Owners or Invitees shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses;

### 2. QUIET ENJOYMENT

- a. Owners and Invitees shall not create or 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 Invitees.
- b. Any repairs to the Units or Common Elements shall be made only during reasonable hours.
- c. 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).

### 3. SAFETY & SECURITY

- a. Owners shall supply to the board the names of all residents and tenants of all dwelling Units.
- b. Residents are to immediately report any suspicious person(s) seen on the property to the property manager or its staff.
- c. No storage of any combustible or hazardous goods, provisions or materials shall be kept in any of the Units or Common Elements.
- d. Owners and occupants shall not overload existing electrical circuits.
- e. Water shall not be left running unless in actual use.
- f. Nothing shall be thrown out of the windows or the doors of the Units.
- g. No barbecues may be used indoors.
- h. 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.

- i. Each owner shall maintain and repair, as necessary, the smoke or similar fire detection device installed in his Unit.
- j. No one shall change a lock or locks in a Unit or place any additional lock on any door in or to any Unit, without first obtaining the written approval of the board of directors and, if such approval is given, without first providing a key for such changes or additional lock or locks to the condominium corporation. In the event an owner has changed locks without permission, then all damages and/or costs arising out of an emergency forced entry into such locked unit shall be borne by the owner of same and collectable in the same manner as common expenses.
- k. No duplication of keys shall be permitted except with the authorization of the board of directors and the names of persons authorized to have keys shall be furnished to the board of directors at all times.
- l. Under no circumstances shall building access or Common Elements keys be made available to anyone other than the owner or occupant except at the discretion of the Property Manager or Board.
- m. No visitor may use or have access to the Common Elements unless accompanied by an owner or occupant.
- n. Building access doors shall not be left unlocked or wedged open for any reason.

#### **4. 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 auction sale, garage sale or yard sale shall be held on the property without the prior written consent of the board.
- c. No flip-card, sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the dwelling Unit, parking areas, or Common Elements whatsoever without the prior written consent of the board.
- d. Only plants, flowers and seasonal furniture shall be placed on outdoor balconies. Balconies shall not be used for storage purposes. No balcony enlargements shall be installed, erected or created without the prior written consent of the Board. No coverings of any kind shall be installed on the outdoor balconies.
- e. No Owner or Invitee 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 or Invitees.
- f. No awnings or shades shall be erected over or outside of balconies and exclusive use areas without the prior consent of the board. The board shall have the right to prescribe the shape, colour and material of such awnings or shades to be erected.
- g. No equipment shall be removed from the Common Elements by, or on behalf of, any owner or occupant of a Unit.
- j. No outside painting shall be done to the exterior of the Units, railings, doors, windows, or any other part of the Common Elements.
- k. The passageways and walkways 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.

- l. 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;
- m. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window or door;
- n. 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;
- o. 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.
- p. Roller-skating, skateboard riding and other similar activities are strictly prohibited upon the common elements.
- q. BBQs are permitted on the balconies subject to the Unit owner insuring a rubber splash pad is placed underneath the BBQ.

## 5. RESIDENTIAL 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 Invitees, 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 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;
- d. No de-icing chemicals shall be used on exclusive use balconies;
- e. 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;
- f. 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; and
- g. Unit temperatures must be maintained at a minimum temperature of 16 degrees Celsius.
- h. Prior to leaving the Unit for any extended period of time, each resident shall arrange to stop delivery of newspapers and any other deliveries. Newspapers and any other items delivered to a Unit and not collected after a reasonable time may be removed by the property manager.
- i. All flooring material to be used by owners of units in multi-story buildings shall be in accordance with the noise transmission prevention requirements pursuant to the *Ontario New Home Warranties Plan Act*.
- j. No blankets, sheets, flags, or any other material which is not typically or customarily used for window coverings, shall be placed on any windows contained in a unit or on the common elements.

- k. No hanging or drying of clothes shall be allowed on (or within) any portion of the common elements, and no clotheslines shall be affixed to any unit or common element area.
- l. Any maintenance or repair work creating (or likely to cause) any noise or disturbance shall only be permitted within the hours of 8:00 a.m. and 8:00 p.m.
- m. All shades or other window coverings shall be white or off white when visible from the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the building.

## **PARKING**

- a. No motor vehicle other than operable private passenger automobiles (car, small truck – less than 3,000 kg van or bus as defined by the Ministry of Transportation) and licensed as passenger vehicles that fit in a standard parking spot may be parked on the Common Elements. No commercial vehicle over 3,000 kg, recreational vehicle (i.e. camper van), utility trailer, boat and trailer, snowmobile / mechanical toboggan, machinery or equipment of any kind shall be parked for more than one night on the Common Elements.
- b. Parking is prohibited in the following areas:
  - (i) fire zones;
  - (ii) traffic lanes;
  - (iii) delivery and garbage areas; and
  - (iv) roadways.
- c. Each owner and resident shall provide the condominium corporation with the licence numbers of all motor vehicles driven by residents or tenants of that particular unit. The registry of such numbers shall be used only for the conduct of the condominium corporation's business.
- d. 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.
- e. No servicing 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 property manager or the board of directors. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway or parking space.
- f. A motor vehicle shall not be driven on any part of the Common Elements at a speed in excess of the posted speed nor on any part of the Common Elements which has not been designated for the passage of motor vehicles.
- 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 property manager or as directed by the board of directors, 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 seventy-two (72) hours' written notice from the property 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 property 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 upon the Common Elements and is unlicensed or unregistered with the property 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 a proper operating licence.
- j. No person shall park a motor vehicle in contravention of these rules in default of which such

person shall be liable to be fined or to have his motor vehicle towed from the property under local by-laws in which event the condominium corporation and its agents shall not be liable for any damage, costs or expenses howsoever caused in respect of any motor vehicles removed from the property.

## **6. GARBAGE**

- a. No owner shall place, leave or permit to be placed or left in or upon the Common Elements any debris, refuse or garbage;
- b. All garbage must first be properly bound, packaged or bagged to prevent mess, odours and disintegration;
- c. Garbage shall be placed or deposited as designated by the board of directors or property manager from time to time;
- d. All garbage shall be contained in properly tied polyethylene or plastic bags not exceeding twenty-five (25) pounds per bag in weight. Where such debris, refuse or garbage consists of large items, crates or cartons, the owner shall make arrangements with the property manager for disposal.

## **7. TENANCIES**

- 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 condominium corporation a completed Tenant Information Form in accordance with Schedule "A" attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule "B" attached hereto and an executed copy of the Application/Offer to Lease and the Lease, if applicable.
- b. In the event that the owner fails to provide the foregoing documentation in compliance with paragraph 8 a. above prior to the commencement date of the tenancy, and in compliance with the provisions of the Act, any person or persons intending to reside in the owner's unit shall be deemed a trespasser until and unless such person or persons and the owner comply with the rules and the Act.
- c. The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the property manager.
- d. 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 for same.
- e. During the period of occupancy by the tenant, the owner shall have no right to use any part of the Common Elements.
- f. The owner shall supply to the board of directors his current address and telephone number during the period of occupancy by the tenant.
- g. Owners shall ensure that their tenants strictly comply with the provisions governing the use and occupation and leaving of units set forth in the declaration. If an owner fails to obtain the statement and covenant from his tenant as required pursuant to the declaration, or fails to ensure his own compliance and that of his tenants with the requirements of the Act, the declaration and the rules, any person or persons intending to reside in the unit and Common Elements shall be considered to be an unauthorized person and entry to the building or any part of the Common Elements may be expressly denied by the property manager until such person(s) and the owner have fully complied with the Act, the declaration and the rules.
- h. Within twenty (20) days of ceasing to rent his unit (or within twenty (20) days of his being advised that this tenant has vacated or abandoned such unit, as the case may be), the owner shall notify the property manager in writing that the unit is no longer rented.
- i. If guests are given permission to occupy a unit during a resident's absence, the property manager shall be notified in writing of the name of such guests, dates of occupancy and their motor vehicle licence numbers. No guests will be admitted to the property or permitted to occupy any unit unless such information is so provided.

## **8. PETS**

- a. No pet that is deemed by the board of directors or the property manager, in the absolute discretion of such party, to be a nuisance shall be allowed upon or kept by any owner or occupant of any unit in a unit or on the Common Elements. Any owner or occupant shall, within two (2) weeks of receipt of written notice from the board of directors or the property manager that it deems a pet owned by such owner or occupant to be a nuisance, and requesting the removal of such pet, permanently remove such pet from the unit and the Common Elements.
- b. All pets must be kept on a tight leash when travelling through the Common Elements.
- c. A pet owner must utilize “poop and scoop” methods. If any owner permits their pet to soil or damage any part of the Common Elements or units, such owner shall immediately rectify the damage or remove the excrement. If such owner fails to do so, the property manager shall arrange to have the excrement removed and the owner shall be billed for a fifty (\$50.00) dollar removal charge.
- d. No breeding of animals for sale shall be carried on, in or around any unit or the Common Elements.

## **9. OWNER’S CONTRACTORS, TRADE OR SERVICE PERSONNEL**

- a. 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:
  - (i) employed directly by the condominium corporation; or
  - (ii) employed by an 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 condominium corporation and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the condominium corporation’s written direction.

## **10. ADDITIONAL RULES AND ENFORCEMENT**

- a. In accordance with the provisions of the Act, the declaration and the by-laws, the board of directors may pass further rules respecting the use of the Common Elements and units or any of them 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. The rules shall be reasonable and consistent with the Act, the declaration and by-laws and the owners may at any time after a rule becomes effective, amend or repeal a rule at a meeting of owners duly called for that purpose.
- c. In addition to any other power of enforcement of these rules that the board of directors may have by virtue of the Act, the declaration, and/or the condominium corporation’s by-laws (including the right to have a court of competent jurisdiction order the compliance of the said rules), the board of directors may also deal with owners, and/or occupants who violate the rules as follows:
  - (i) the offending or responsible party shall be notified in writing with respect to the first offense by the property manager or board of directors and shall be given fourteen (14) days to rectify the violation or signify their future willingness to comply with the rules;
  - (ii) upon the second offence, the offending or responsible party shall be given written notice and shall be required to signify to the board of directors in writing within two (2) days upon receipt of the notice, that they shall comply with the rules; and

- (iii) upon the third offence and any further offenses by the offending or responsible party, the board of directors may direct that such party supply the board of directors with a security deposit with respect to such further or subsequent breaches of the rules which may be occasioned by such party, which security deposit will be forfeited and considered liquidated damages in the event that any further breach of the rules is occasioned by such party.

**Rules - SCHEDULE 'A'**

**TENANT INFORMATION FORM**

**Muskoka Standard Condominium Corporation No. \_\_\_\_\_**

Unit \_\_\_\_\_, Level \_\_\_\_\_, Suite \_\_\_\_\_

Landlord's Name: \_\_\_\_\_

Landlord's Permanent Address: \_\_\_\_\_  
\_\_\_\_\_

Business Telephone: (\_\_\_\_) \_\_\_\_\_

Home Telephone: (\_\_\_\_) \_\_\_\_\_

Term of Lease: \_\_\_\_\_

Commencement Date: \_\_\_\_\_

Termination Date: \_\_\_\_\_

Tenant's Full Name (as per application/offer to lease): \_\_\_\_\_  
\_\_\_\_\_

Social Insurance Number: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Vehicle Plate Number: \_\_\_\_\_

Number of Occupants: Adults \_\_\_\_\_, Children (ie under 16 years of age) \_\_\_\_\_

Adults' Full Names: \_\_\_\_\_  
\_\_\_\_\_

Children's Full Names: \_\_\_\_\_  
\_\_\_\_\_

Tenant's Present Address: \_\_\_\_\_

Home Telephone: (\_\_\_\_) \_\_\_\_\_

Employer: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Telephone: (\_\_\_\_) \_\_\_\_\_

Please attach a copy of the application/offer to lease and the lease, if applicable.



**Rules - SCHEDULE 'B'**

**TENANT'S UNDERTAKING AND ACKNOWLEDGMENT**

**Muskoka Standard Condominium Corporation No. \_\_\_\_\_**

I/We, \_\_\_\_\_, the undersigned, as tenant(s) of Unit \_\_\_\_\_, Level \_\_\_\_\_, Simcoe Condominium Plan No. \_\_\_\_\_ (the "Unit"), do hereby covenant and undertake on behalf of myself/ourselves and any resident or occupants of the said Unit that I/we shall:

- a) comply with the provisions of the *Condominium Act*, R.S.O. 1998 c.19 and the regulations made thereunder, and all subsequent amendments thereto (the "Act") and the declaration, by-laws and rules of Simcoe Condominium Corporation No. \_\_\_\_\_ (the "Corporation");
- b) be subject to the provisions contained in the Act, declaration, by-laws and rules of the Corporation;
- c) occupy the Unit with the persons named above as our principal residence for the stated term of the lease and for no other purpose; and
- d) agree that only those persons named herein will be entitled to reside in the Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the rules.

I/We further acknowledge:

- a) receipt of the declaration, by-laws and rules of the Corporation; and
- b) that in the event that I/we or any occupant residing in the Unit contravenes the provisions of the declaration, by-laws and rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Act.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_

Tenant's Signature

\_\_\_\_\_

Tenant's Signature