

MUSKOKA CONDOMINIUM CORPORATION # 12

RULES

The following rules shall be observed by each owner, and the term "owner" shall include the owner of any unit in the condominium and any person (s) occupying the unit with the owner's approval, including, without limitation, members of the owner's family, his tenants and their respective invitees and/or licensees:

- 1- The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed, and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who has, or whose family, guests, visitors, servants or agents (or in the case of the commercial units, whose employees) have caused such damage.
- 2- 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 without the prior written consent of the board, save as is otherwise permitted in the declaration in respect of the commercial units.
- 3- No awnings or shades shall be erected over and outside of the windows or balconies without the prior written consent of the board, save as is otherwise permitted in the declaration in respect of the commercial units.
- 4- No owner shall do, or permit anything to be done in his unit or bring or keep anything therein which will in anyway increase the risk of fire or the rate of fire insurance premiums on the building, or on property kept therein, or obstruct or interfere with the rights of the owners, or in any way injure or annoy them, or conflict with the regulations of the relevant fire department, or with any insurance policy carried by the corporations, or conflict with any of the rules and ordinances of the local board of health, or with any municipal by-law or any provincial or federal statute or regulation.
- 5- Nothing shall be placed on the outside of window sills or projections, nor upon any balcony railings or dividing walls, without the prior written consent of the board. Nothing shall be placed on the outside of a balcony wall.
- 6- Water shall not be left running unless in actual use, and no owner will operate clothes washer or dryer unless he is present in the unit.
- 7- The owner of a unit shall not place, leave or permit to be placed or left in or upon the common elements (including those which he has exclusive use) any debris, refuse, or garbage, except on such days and times as designated by the board or manager, nor shall any owner place or deposit any such garbage except in those areas designated by the condominium or the manager as a central garbage depository. All garbage must be properly bound, packaged or bagged to prevent mess, odors, or disintegration. Any owner who purchases a natural Christmas tree must obtain a large Christmas tree disposal bag and place his tree in the bag prior to moving it from his unit and will leave his tree in such area as required for pickup

arranged by Municipality. The Corporation is not responsible for disposal of Christmas Trees. No large cartons, boxes or crating material used for moving of household furniture, appliances or effects will be left in garbage areas. Any newspapers delivered and left outside the unit may be removed by the manager after a reasonable time has elapsed.

- 8- No owner shall 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.
- 9- Nothing shall be thrown out of the windows or doors or off the balconies of the building.
- 10- Owners shall not overload existing electrical circuits and plumbing facilities in their units.
- 11- No auction sale shall be held in any of the units or on the common elements including yard sales.
- 12- No owner will light any fires or barbecues or other such similar apparatus in any area other than in an area that may be designated by Board of Directors of the Corporation for that purpose; in particular, no owner will use barbecues on the balcony. No stores of coal or any combustible or offensive goods, provisions or materials shall be kept in the units or common elements, without the prior written consent of the board.
- 13- Save as otherwise provided or contemplated in the declaration of the Corporation, the sidewalks, passageways, walkways, and driveways used in common by the owners shall not be obstructed by the owners or used by them for any purpose other than for ingress and egress to and from their respective units and common elements, save as is otherwise permitted by the declaration in respect of the commercial units.
- 14- No mops, brooms, dusters, rugs, or bedding shall be shaken or beaten from windows or doors, nor from any portion of the common elements, including those parts of the common elements over which the owner has exclusive use. Only flowers, plants, and seasonal furniture shall be allowed on balconies. No hanging or drying of clothes shall be allowed on balconies and balconies shall not be used for storage purposes whatsoever.
- 15- No television antenna, aerial, tower or similar structures and appurtenances thereto shall be erected on or fastened to any unit, except in connection with a common television cable system supplying services to the entire building.
- 16- No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds, nor shall anyone uproot existing plants, hedges, shrubs, or trees, nor plant new shrubs, hedges or trees anywhere upon the common elements, without the prior written approval of the board, providing however that the foregoing shall not be construed as preventing any owner from planting and trimming his own small flowers and plants in any garden bed (s) or planter box(es) situated in any outdoor balcony, the exclusive use of which has been designated or allocated to his unit.

- 17-No animals, livestock, fowl, reptiles, exotic or dangerous pets other than one cat or one dog weighing 50 lbs. or less, shall be kept on the property, and no pet that is deemed by the board or the manager in its absolute discretion to be a nuisance shall be kept by owner in any unit or in any part of the common elements. Each pet owner must ensure that his pet does not defecate upon the common elements, and if such does occur, any such defecation must be cleaned up immediately by the pet owner, so that the common element areas 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 the said pet shall, within two weeks of receipt of written notice from the board or manager requesting removal of such pet, permanently remove such pet from the property.
- 18-All vehicles operated by owners or their tenants must be registered. Each owner will provide the manager with the license numbers of all motor vehicles driven by the owner and occupants of a particular unit. The registry of such numbers will be used only for the conduct of Corporation business. All automobiles shall be parked in the exclusive use parking area designated to the Unit owner of that automobile.
- 19-No trailers, boats, snowmobiles, mechanical toboggan, machinery or equipment of any kind, or any vehicle which is too large for a parking space shall be parked on any part of the common elements, nor in any Unit, other than in a parking space specifically designed for that purpose. No servicing or repairs shall be made to such motor vehicles, trailers, boats, snowmobile or equipment of any kind on the common elements other than on a driveway constructed for that purpose. No vehicle washing will be permitted except in such areas as may be specifically designated for that purpose. No Owner will lease his parking space.
- 20-No owner or their tenant will place, leave, park or permit to be placed, left or parked in or upon the common elements or any parking space any private vehicles which, in the opinion of the board or the manager, may pose a security or safety risk, either by its length of unattended stay, its physical condition or its potential damage to the property. Upon written notice by the board or the manager, the owner of such vehicles will be required to attend to his vehicles as the circumstances require and as directed by the board or manager.
- 21-No owner will park a motor vehicle in contravention of these Rules, in default of which such person will be liable to be fined or to have his motor vehicle towed from the property in which event the Corporation and its agents will not be liable for any damage, costs or expenses howsoever caused in respect of any motor vehicle so removed from the property. Owners will be responsible for compliance with all parking regulations by their guests.
- 22-No owner will plug in or cause to be plugged into any common elements electrical service, other than into the electrical service connected to his unit any in-car heater other than a block heater.
- 23-Any Owner wishing to authorize access to his Unit by any non-Owner Occupant during his absence will provide details to the manager for preparation of a "Special Identification Marker". This will include their relationship to the owner, and the make, model and license number of the vehicle(s).

- 24-Each Unit has One (1) parking space assigned to the Unit and it is for the exclusive use of the occupant. For every two (2) unit combination, there is ONE (1) Visitor's Parking Area, which is for Visitor's Parking Only, and is NOT to be used as a permanent parking space by any resident/tenant. The Visitor's Parking Space as assigned to each group of units is for their exclusive use only, those Resident/Tenants requiring additional parking space will direct their guests to other areas of parking, not on Level two (2). Non-Adherence to this policy would result in a snow-balling effect and would cause some problems
- 25-A Visitor/Guest is deemed to be visiting for a limited time, extended stay and the continued use of the Visitor's parking must be agreed to by the sharing occupants, and shall not be considered as being permanent.
- 26- No parking space can be assigned for use by a Non-Resident, regardless of the situation.
- 27-No owner will place or cause to be placed upon the access door to any Unit, additional or alternate locks, without the prior written approval of the manager. In all such cases, the manager is to be provided with a duplicate key.
- 28-No building, structure, recreation vehicle or tent will be erected and no trailer with or without living, sleeping or eating accommodation will be placed, located, kept or maintained on the common elements.
- 29-The discharge and carrying of firearms is prohibited. Firearms, for the purpose of these Rules and Regulations, include, but are not limited to, rifles, shotguns, revolvers, air pistols, pellet guns, air guns of all kinds, bows and arrows, crossbows, traps, snares and catapults. The carrying and ignition of firecrackers and fireworks of any kind are not permitted on the property.
- 30-Any and all losses, costs or damages incurred by the Corporation by reason of a breach of any provision in the declaration, by-laws, and/or rules and regulations of the Corporation in force from time to time, by any Owner, shall be borne and/or paid for by such Owner, and may be recovered by the Corporation against such Owner in the same manner as common expenses.