## **Dwelling Units**

- 1. The water closets (outside taps) 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 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.
- 3. No awnings or shades shall be erected over and outside of the windows, patios or decks without the prior written consent of the Board.
- 4. No alteration whatsoever to the exterior doors or the addition of a storm door is permitted without the prior written consent of the Board.
- 5. Nothing shall be placed on the outside of window sills or projections, without the prior written consent of the Board.
- 6. Water shall not be left running unless in actual use.
- 7. No owner shall permit an infestation of pests, vermin, insects, or rodents to exist at any time in the dwelling unit. Owners shall immediately report to the Board all incidents of pests, insects, vermin or rodents and all Owners shall cooperate fully with the Board to eliminate any incident of pests, insects, vermin or rodents within the dwelling unit.
- 8. No owner 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 premiums on any building, or on property kept therein, or conflict with the laws relating to fire or with 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 of municipal by-law.
- No television antennae, satellite dish or tower or similar structure shall be erected or fastened to any unit without prior approval of the Board or the Corporations' property manager.
- 10. No owner or guest shall create or permit the creation or continuation of any noise which in the opinion of the Board or the property manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners.
- 11.No noise caused by any instrument or other device or otherwise howsoever caused, including noise caused by any pets, which in the opinion of the Board is calculated to or may or does disturb the comfort of quiet enjoyment of the Property by other owners or their guests shall not be permitted.

- 12. No noise shall be permitted to be transferred from one dwelling unit to another. If the Board determines that any noise is being transmitted to another unit and that noise is an annoyance or a nuisance or disruptive, then the Owner of such unit shall at his or her expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board.
- 13. Only outdoor use furniture style shall be permitted on patios and/or decks. Patios and decks shall not be used for storage.
- 14. No hanging or drying of clothes is allowed on patios or decks or anywhere on the unit or common elements. An exception is allowed for the use of portable, fold-up type clothes dryer, limited to the patio deck area, and folded up and put away following each usage before the day's end. Umbrella style clotheslines are NOT allowed.
- 15. Nothing shall be thrown out of the windows or doors of the units.
- 16. Owners shall not overload the electrical circuits and plumbing facilities in their units.
- 17. No auction, garage sale or similar activity shall be held in the units or on the common elements by any individual unit owner. The Board may arrange for a garage sale for those who live in the complex and wish to participate in such an activity.
- 18. No stores of any combustible or offensive goods, provisions or materials shall be kept in the units or common elements without the prior consent of the Board.
- 19. Nothing which, in the opinion of the Board, detracts from the appearance of the complex, such as bicycles, tricycles, toys, etcetera, shall be left on the patio, deck, grassed areas, driveways or front porches.
- 20. No owner shall be prevented from planting and trimming his own small flowers and plants in any garden bed(s) or planter box(es) situate in any front yard or back yard area, the exclusive use of which has been designate or allocated to his unit.
- 21. In order to protect the privacy and peaceful enjoyment of property for all owners, Home Based Businesses may only be carried on by the owners/occupants residing in the unit. The residential character of the exterior of the dwelling/unit may not be altered in any way. There shall be no outside display or storage of anything related to the business. The business shall not cause a nuisance because of noise, fumes, dust, odour, parking, traffic or anything else that might be deemed by the Board to otherwise interfere with the residential character or the amenity of the neighbourhood. If, in the opinion of the Board, a nuisance has been created, then the offending business must cease operating at the unit within two weeks of receiving notice from the Board of Directors or the property manager. Note: A lease or tenancy of any unit shall be for a term of not less than three (3) months. No unit shall be used for the business of providing transient residential rental accommodation or for hotel purposes.

22. No hot tub or similar feature shall be installed or placed anywhere outside the dwelling including but not limited to on a deck, patio, front yard area, or rear yard area.

### Grounds

- 1. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including the grass, trees, shrubs, hedges, flowers or flower beds, nor shall anyone uproot existing plants, hedges, shrubs or trees, nor plant any shrubs, hedges or trees anywhere upon the common elements, without the prior written approval of the Board.
- 2. No gardens, trees, hedges or shrubs shall be planted anywhere upon the complex without the prior written consent of the Board. A detailed plan of the location and type of planting must be submitted prior to installation.
- 3. Owners shall not place any furnishings, structures or decorative items on the grassed areas of the units without the prior written consent of the Board. This includes arbors, trellis gazebos, garden tents, swings, storage sheds and any structure that may interfere with the cutting of the grassy areas.
- 4. 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/or the common elements.
- 5. No one shall do or permit anything to be done on the common elements which will in any way increase the risk of fire.
- 6. Fire routes must be kept clear at all times.
- 7. For the purpose of protecting the privacy rights of all unit occupants entering upon the Property; no drones or the use thereof shall be permitted, which unreasonably interfere with a unit occupant's reasonable expectation of privacy, or the use or enjoyment of the other unit occupants of the property, as determined by the Board, acting reasonably.

# **Garbage Disposal and Recycling Procedures**

- 1. The owner of a unit shall not place, leave or permit to be placed or left in or upon the common elements, exclusive use common elements or any of the exterior portions of the unit any debris, refuse or garbage except on the complex's designated garbage day, or as otherwise permitted by the Board or property manager. Garbage, recycling and compost containers should be placed out for pick-up no earlier than the evening before garbage day and all containers should be retrieved by the end of the day or garbage collection.
- 2. Owners shall comply with all municipal and/or government by-laws, rules, regulations and/or policies pertaining to refuse disposal and pickup.
- 3. Owners must ensure that all recyclable items are securely place in a container or bags and are responsible for picking up any items that may become dislodged and litter the complex.

#### Pets

- No animal, livestock or fowl, other than one dog and one cat, two dogs or two cats shall be kept on the property. The total number of pets for any unit shall not exceed two (2) at any time.
- 2. No pet that is deemed by the Board or the manager in its absolute discretion to be a nuisance shall be kept by any owner any unit or in any other part of the property. Any owner that keeps a pet on the property or any part thereof that has been deemed by the Board to be a nuisance shall, within two (2) weeks of receipt of a written notice from the Board, permanently remove the pet from the property.
- 3. No pet shall be permitted to soil or damage any part of the common elements or exterior area of the units. Should there be any accidents, such defecation must be cleaned up immediately by the pet owner, so that the common element areas are neat and clean at all times. Owners shall make good any damage and in effect the removal of any excrement and save harmless the corporation from any expenses in connection therewith. Should a pet owner fail to clean up after a pet as aforesaid, the pet could be deemed to be a nuisance, and the owner of said pet may be required, within two weeks of receipt of written notice from the Board or the manager, to permanently remove such pet from the property.
- 4. Pets are not allowed to run loose on any part of the common elements or the exterior portion of the unit. Unless within the confines of a dwelling, all dogs and cats shall be kept or held in hand by means of a short lead, leash or chain and this provision shall be applicable to the whole of the complex.
- 5. No pet shall be permitted to make excessive noise and for the purposes of this provision "excessive noise" shall be deemed to mean noise which is annoying or disturbing to any resident.

# **Parking**

- 1. Parking is prohibited in the following areas: fire routes, common interior roadway and spaces other than those specially designated for the owner's use.
- 2. No motor vehicle other than a private passenger vehicle shall be parked at the property; the term "Private Passenger Vehicle" shall be defined restrictively to include only an automobile, motorcycle, minivan or truck not exceeding six feet in height, and shall exclude any type of commercial vehicle, truck, trailer or recreational vehicle.
- 3. No owner shall permit any gasoline, oil or other harmful substance to escape on to the surface of the parking spaces, driveways or common elements. Owners shall repair and maintain such driveway in a clean and good condition and shall remove any oil stains thereon. No servicing or repairs shall be made to any motor vehicle, or any other equipment of any kind, whether on the common elements or in any parking unit. Moreover, no motor vehicle shall be driven on any part of the common elements not designated as a roadway, a driveway or parking unit.
- 4. Unit owners must get written approval from the Board to park in visitor parking for any extended period of time. Unit owners are not to park their vehicles overnight in the visitor

parking area and vehicles are not to be stored in the visitor parking area without written approval of the Board. Unit owners must notify the Board if a guest will be parking a vehicle in the visitor parking area for more than three (3) days. The Board shall have the exclusive right and duty to determine whether the owner of a vehicle is deemed to be a visitor or a resident.

5. Anyone who has a motor vehicle parked in contravention of these Rules is liable to have his or her motor vehicle towed from the property in accordance with the municipal by-laws or any other applicable governmental by-laws, rules or regulations and the Corporation or its agents shall not be liable for any damage, costs or expenses howsoever caused in respect of any motor vehicle so removed from the property.

### Renovations

- 1. No owner may install any additional air-conditioning unit or any other system within or adjacent to the outside of his unit, without the prior written consent of the Board or the Corporation's property manager.
- 2. Owners will be responsible for any costs that may ensue to the Corporation or other owners resulting from any renovations, alteration, painting or decorating work. The contractor or workman must remove all debris from the building daily. Owners must ensure that any exterior areas are kept clean daily.
- 3. Repairs, hammering, drilling or other related activity which creates noise and/or may disturb other owners will only be permitted between the hours of 8;00 a.m. and 6:00 p.m. Monday through Saturday.
- 4. The owners/tenants of Units 1, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 25, 31, 36, 37, 38, 39, 40 and 41 will not be allowed to install board-on-board, chain link or similar fencing types, nor shall they construct or install any accessory structures, including but not limited to sheds, garages, pools, hot tubs or gazebos in the yard abutting Parkside Drive. This is in keeping with the terms of the Site Plan Agreement registered on the title to the property.