

Rules



York Region Standard Condominium Corporation No. ●

RULES

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RULES

The capitalized terms used herein shall have ascribed to them the definitions contained in the *Condominium Act 1998*, S.O. 1998, c.19, as amended, and the regulations made thereunder from time to time (all of which are hereinafter referred to as the “**Act**”), and in the declaration of the Corporation (the “**Declaration**”).

The following rules (the “**Rules**”) made pursuant to the Act, shall be observed by all Owners (which for the purposes of these Rules such owner and occupant(s) shall herein be referred to as the “**Owner**”) and Owners’ Responsible Parties.

The Rules shall be read with all changes in gender and/or number as may be required by the context.

Any losses, costs or damages incurred by the York Region Standard Condominium Corporation No. ● (the “**Corporation**”) by reason of a breach of any Rules in force from time to time by any Owner, and/or the Owner’s Responsible Parties of his Dwelling Unit, 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 with corresponding lien rights.

1. GENERAL

- (a) Use of all the Common Elements, Exclusive Use Common Elements and the Units shall be subject to these Rules, and additional rules which the Board may make, from time to time, in order to promote the safety, security or welfare of the Owners and of the Lands or for the purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements, Exclusive Use Common Elements and of other Dwelling Units.
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all Owners, their families, tenants, guests, visitors, servants and agents.
- (c) In the event that the Corporation employs the services of a third party in order to receive and store packages or creates an automated parcel room, the Owners shall comply with all rules and regulations of the provider of such services, which may include without limitation, hours of operation, types of parcels which may be received, duration of time within which to pick up delivered parcels.

2. SAFETY AND SECURITY

- (a) Owners are to immediately report any suspicious person(s) or activity seen on the Property to the Manager or its staff.
- (b) No duplication of keys shall be permitted except with the express authorization of the Board. The names of persons authorized to have keys and building access cards shall be furnished to the Board at all times.
- (c) No visitor may use or have access to the Common Elements and facilities unless accompanied by an Owner.
- (d) Building access doors shall not be left unlocked or wedged open for any reason.
- (e) No propane or natural gas tank shall be kept in any Units or the Exclusive Use Common Elements.
- (f) No Owner, nor his Responsible Parties shall do, or permit anything to be done, or bring onto, keep or store in such Owner’s Unit, Common Elements or Exclusive Use Common Elements, anything which may (i) in any way increase the risk of fire, or the rate of fire insurance premiums with respect to any of the Units, the Common Elements or the Condominium; (ii) which may result in any insurance company cancelling or threatening to cancel any insurance policy or coverage obtained by the Corporation or by such Owner; or (iii) which may be in contravention of any rules and ordinances of the Board of Health, regulations of the Fire Department or any municipal, provincial, federal laws including without limitation, statutes, regulations, or by-laws.
- (g) Smoking of any kind (including, but not limited to smoking of nicotine, marijuana, cannabis and tobacco) and also the use of vaporizers, e-cigarettes, pipes, water pipes, bongs and any other devices through which smoke or vapour is generated is strictly prohibited in the Common Elements and Exclusive Use Common Elements of the Building. Except for tobacco, and nicotine no other smoking shall be permitted within the Dwelling Units.

3. QUIET ENJOYMENT

- (a) Owners and Owners' Responsible Parties shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Corporation's property manager (the "**Manager**"), may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners or their Responsible Parties and any other person(s) occupying the Unit with the Owner's approval.

Except in the case of emergency, any repair work creating or likely to create noise or disturbance shall only be permitted within the hours of 9:00 a.m. to 9:00 p.m. every day except a statutory holiday in the province of Ontario or the City of Markham.

- (b) 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, nuisance or disruptive, then the Owner of such Unit shall at his own expense take such steps as are necessary, in the opinion of the Board, acting reasonably, 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 legal fees).

- (c) Firecrackers or other fireworks are not permitted in any Unit or on the Common Elements.

4. COMMON ELEMENTS

- (a) No storage of any combustible or offensive goods, provisions or materials or propane or natural gas tanks shall be kept on or transported or carried through the Units or Common Elements.

- (b) No one shall harm, mutilate, destroy, alter or litter on the Common Elements including the Exclusive Use Common Elements or any of the landscaping work on the Lands (if any).

- (c) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the Common Elements or inside or outside of any building, other than by the Declarant, without the prior written consent of the Board, unless otherwise permitted in the Declaration.

- (d) No equipment shall be removed, added or altered from the Common Elements by, or on behalf of, any Owner.

- (e) No articles, fixtures or doormats shall be placed at individual doorways leading into any Unit. No one shall obstruct or permit the obstruction of any entry, walkway, sidewalk, passageway, hallway or stairwell which is part of the Common Elements and any such entry, walkway, sidewalk, passageway, hallway or stairwell shall be used only as a means of ingress or egress to and from the Unit or some other part of the Common Elements. No one shall place or leave, or permit to be placed or left, anything in the corridors, stairwells, entries, walkways, sidewalks, or passageways.

- (f) Any physical damage to the Common Elements including the Exclusive Use Common Elements caused by an Owner or his Responsible Parties shall be repaired by arrangement and at the direction of the Board at the cost and expense thereof shall be borne by the Owner.

- (g) No building, structure, erection or tent shall be erected, placed, located, kept or maintained on the Common Elements including the Exclusive Use Common Elements and no automobiles, other than those permitted pursuant to the Declaration, including but not limited to snowmobile, boat, trailer, either with or without living, sleeping or eating accommodations shall be placed, stored, parked, kept or maintained on the Common Elements or Exclusive Use Common Elements.

- (h) No hanging or drying of clothes is allowed on any part of the Common Elements or Exclusive Use Common Element.

- (i) No use or occupation may be made of the Exclusive Use Common Elements other than are expressly permitted in the Declaration, in any By-Laws of in these Rules.

- (j) If an Owner's Dwelling Unit or Exclusive Use Common Element suffers from an infestation of pests, insects, rodents or other vermin, then such Owner shall forthwith report such infestation to the Board or Manager and take all reasonable action at such Owner's expense, including but not limited to, hiring a pest control company, to eradicate such infestation. In the event that such Owner fails to report such infestation to the Board as aforesaid, or fails to take remedial measures to

eradicate such infestation, then such Owner shall be liable for the cost to eradicate such infestation from other Dwelling Units or the Common Elements and Exclusive Use Common Elements.

- (k) No skate boarding, roller blading, ball throwing, or street games shall be permitted upon any Common Elements or within an Exclusive Use Common Element area.

5. UNITS

- (a) The toilets, sinks, drains and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, cigarettes butts, ashes or other substances shall be thrown therein. Any cost resulting from damage from misuse or from unusual or unreasonable use shall be borne by the Owner regardless of whether the damage is caused by the Owner or his Responsible Parties.
- (b) Water shall not be left running unless in actual use.
- (c) Nothing shall be thrown out of any window, balcony, rooftops, or door of the Dwelling Unit or from the Exclusive Use Common Element.
- (d) No portable or window air-conditions unit shall be installed within any Dwelling Unit, Exclusive Use Common Element or Common Element area.
- (e) There shall be no displays, including without limitation, signage, window displays, door displays, or balcony displays, from the Dwelling Unit or the Exclusive Use Common Element which are visible from outside the Dwelling Unit or Exclusive Use Common Element, other than by the Declarant, without the prior written consent of the Board.
- (f) No awnings, shades, shutters or any other window treatment shall be installed over or outside of any windows of the Dwelling Unit, or Exclusive Use Common Elements.
- (g) No mop, broom, duster, rug or bedding shall be shaken or beaten from and nothing shall be thrown out of any window, balconies, door or part of the Exclusive Use Common Elements. Only seasonal furniture is allowed on any terrace, patio, balcony or Exclusive Use Common Element and no terrace, patio, balcony or Exclusive Use Common Element shall be used for storage.
- (h) Exterior doors to the Unit shall not be altered in any way, removed, replaced or repainted without the prior written consent of the Board. No screen or storm doors shall be installed within any existing exterior door or window frame without the prior written consent of the Board.
- (i) No Owner shall overload any electrical circuit or drain. No one shall alter in any way the amperage of the existing circuit breakers in any Dwelling Unit unless otherwise permitted in the Declaration. No one shall make any major plumbing, electrical, mechanical or structural installation or alteration without prior written consent of the Board and without executing an Alteration Agreement, as set out in the Declaration, or unless otherwise permitted in the Declaration.
- (j) No auction sales, private showing or public events for commercial purposes to which the general public is invited shall be allowed in any Unit or on the Common Elements or Exclusive Use Common Element.
- (k) No storage of coal, any other combustible or offensive goods or hazardous substances or materials or any propane or natural gas tanks shall be kept in any Dwelling Unit, nor on the Common Elements including any Exclusive Use Common Element areas.
- (l) No television antenna/aerial, tower, satellite dish (regardless of size) or similar structure or appurtenance thereto shall be erected on or fastened to any Dwelling Unit, Exclusive Use Common Element or Common Element.
- (m) The use of barbeques is strictly prohibited in the Units or Exclusive Use Common Elements areas.
- (n) Balconies, terraces, patios and other Exclusive Use Common Elements and Common Elements shall not be used for the storage, temporary or otherwise, including the storage of garbage and/or recycling materials.
- (o) No one shall plant any plants, harm, alter, remove, or uproot any of the landscaping on the Common Elements or on any Exclusive Use Common Element, nor place any planters, statues, water features, fountains, hanging baskets, light posts, or garden ornament on any portion of the Common Elements or Exclusive Use Common Element.

(p) Locker Units shall not be used as workshop areas or for any purpose other than for storage.

6. GARBAGE DISPOSAL

- (a) Owners and their Responsible Parties are required to comply with the City of Markham's requirements for recycling as imposed from time to time.
- (b) Loose garbage is not to be deposited in the garbage chute. All garbage 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.
- (c) Cartons and large objects which might block the garbage chute shall be stored in such area designated by the Board. The Manager of such designated person must be called to arrange or the immediate disposal of such items. Such items shall not be left outside the Unit or any Exclusive Use Common Elements.
- (d) No garbage is to be left on the floor of the disposal rooms.
- (e) No burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown down the garbage chute.
- (f) No garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 7:00 a.m.

7. PARKING

For the purpose of these Rules, "**motor vehicle**" has the meaning ascribed thereto in Section 3.5(d) of the Declaration.

- (a) The Parking Units and Visitor Parking Spaces shall only be used for the parking of motor vehicles.
- (b) No Parking Units and Visitor Parking Spaces shall be used for storage, maintenance and repair or for any equipment or machinery.
- (c) No motor vehicles, other than motor vehicles belonging to visitors or guests of Owners shall be parked or left on any part of the Visitor Parking Spaces.
- (d) Parking is prohibited in the following areas:
 - (i) fire zones;
 - (ii) traffic circles, entranceways, lanes and circulation areas;
 - (iii) delivery and garbage areas; and
 - (iv) roadways.
- (e) No servicing, repairs or motor vehicle washing shall be performed on any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on the Common Elements, Parking Units or the Visitor Parking Spaces without the express written consent of the Manager or the Board.
- (f) 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.
- (g) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the Lands and no person shall operate a motorized vehicle within the Lands without a proper operating licence.
- (h) Guests and visitors shall park only in areas designated as Visitor Parking Spaces. Guests and visitors may be required to obtain a parking permit from the Manager or if any, from Corporation's concierge, failing which such vehicles may be tagged and/or towed, at the expense of the owner of such vehicle. Owners who park their vehicles in areas designated as Visitor Parking Spaces without the informed consent of the Corporation or the Manager, shall have their vehicles tagged and/or towed, at the expense of such Owner.
- (i) All vehicles parked on the Lands shall be licensed and be in road-worthy condition. Any vehicles which are unlicensed or not in road-worthy condition, if not removed within the time permitted therefor in a written notice from the Corporation or the Manager to an Owner shall entitle the Corporation to remove such vehicles at the Owner's sole risk, cost and expense and to collect such amounts to the same extent as common expenses and with corresponding lien rights.

- (j) No action shall lie against the Corporation for any expense which it may incur in removing, storing, or disposing of any motor vehicle, automobile/vehicle, trailer, boat, object or machinery that are parked, stored or kept on the Lands in contravention of these Rules, the By-Laws and the Declaration.
- (k) Except where otherwise posted, the fixed speed limit for motor vehicles or bicycles on the Common Elements, Parking Units and the Visitor Parking Spaces shall be eight (8) kilometers per hour.
- (l) Parking is not permitted on any part of the Common Elements other than those areas designated for parking.
- (m) Owners are not permitted, nor shall Owners permit its Responsible Parties to park in any Parking Units other than those Parking Units owned by such Owner.

8. **PETS**

- (a) No animal, livestock or fowl, other than those household domestic pets being cats, dogs, canaries, budgies, or other small caged birds, hamsters, chinchillas, ferrets, gerbils, guinea pigs, rabbits, and other small mammals that are kept in a cage at all times, or an aquarium of goldfish or tropical fish, as would be normal and acceptable as pets (considering the size, type, size of Dwelling Unit among other things) as determined in the sole and unfettered discretion of the Board (the “**Permitted Pets**”), shall be kept or allowed in any Dwelling Unit.
- (b) Without limiting the generality of the foregoing, no pet that exceeds 30 lbs in weight shall be permitted to be kept or allowed in any Dwelling Unit, the Exclusive Use Common Elements, or on or about the Common Elements.
- (c) No pets are permitted to be on or about the Common Elements, including the Exclusive Use Common Elements, except for ingress to and egress from a Dwelling Unit.
- (d) No pet shall be left alone in or on the Common Elements or the Exclusive Use Common Elements including but not limited to balconies.
- (e) Dog walking is strictly prohibited in the Common Elements within the Building, including but not limited to the underground parking lots.
- (f) Unless within the confines of a Dwelling Unit, all pets must be kept under personal supervision and control by the owner and shall be picked up or placed in a cage at all times during ingress and egress from a Dwelling Unit and while on the Common Elements within the Building. All pets must be kept under personal supervision and control of an Owner and on a leash while on the Common Elements outside of the Building.
- (g) Notwithstanding anything to the contrary in these Rules, no pet that is deemed by the Board in its sole and absolute discretion, to be a danger or nuisance to the residents of the Corporation is permitted to be on the or about the Common Elements or Exclusive Use Common Elements or kept as a pet in an Owner’s Dwelling Unit. Within two (2) weeks of receipt of a written notice from the Board or the Manager requesting the removal of such pet, the Owner of the Unit in which the pet is kept shall permanently remove such animal from the Condominium.
- (h) No pet shall be permitted to soil or damage any part of the Common Elements whether by waste, excrement or otherwise, and in the event of same, the owner of the pet shall immediately make good such damage and effect the removal of waste and save harmless the Corporation from any expense in connection therewith.
- (i) Should a pet owner fail to clean up after his pet has soiled any part of the Common Elements or Exclusive Use Common Element, then the pet shall be deemed a nuisance and the owner of such pet shall, within two (2) weeks of receipt of written notice from the Board or the Manager, remove such pet permanently from the Condominium.
- (j) All pets must be registered with the Board or the Manager prior to the pet entering into the Condominium. At the time of registration of a pet, the Owners must present an up to date vaccination record for the pet. As a part of the registration process, pet owners may have to pay a registration fee, in an amount to be determined in the sole, absolute and unfettered discretion of the Board, which may vary from time to time as necessary. The fee will be used to defray the costs of enforcement of this policy and the rectification of damages and wear and tear caused by pets in the Condominium.

- (k) Dog and cat owners are required to obtain and complete a kit designed for the purpose of taking a DNA sample (the “**DNA Kit**”) of such owner’s pet for identification purposes within 2 weeks of the dog or cat being brought onto the Lands. As soon as the results of the DNA Kit is received by such Owner, then such results shall be filed with the Board and/or the Manager to be kept on file in order to aid in the enforcement of the foregoing rules regarding cleanup of excrement.
- (l) The foregoing Rules in this Section 8 shall apply to any and all pets belonging to the Owner’s visitors, guests, invitees, and Responsible Parties.

9. ELEVATORS AND MOVING

- (a) Furniture and equipment shall be moved into or out of the Units only by the elevator designated for such purpose (the “**Service Elevator**”) by the Board, from time to time. The Service Elevator shall be used for the delivery of any goods, services or home furnishing with the pads to protect the elevators installed as determined by the Manager or its staff in their sole discretion. The time and date for the moving and delivery shall be fixed in advance by arrangement and reservation with the Manager. The reservation shall be for a period not exceeding four (4) hours.
- (b) A refundable security 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.
- (c) Except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 6:00 p.m.
- (d) It shall be the responsibility of the Owner through the person reserving the Service Elevator to notify the Manager and to request an inspection of the Service Elevator and adjacent Common Elements immediately prior to using the Service Elevator. Upon completion of moving into or out of the building or the delivery, the Owner or the person reserving the Service Elevator shall forthwith request and immediate re-inspection of the Service Elevator and adjacent 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 moving or damage and the Owner(s) 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 building or Units or the delivery of goods, services and home furnishing or equipment into or out of the Unit. The Corporation through its Manager shall have the right to withhold all or part of the security deposit as it deems necessary as security for partial or complete payment for any damage(s) sustained. The Corporation shall apply all or part of the security deposit towards the cost of repairs. If the cost of repairs is less than the amount of the security deposit, the balance shall be returned to the Owner or the person reserving the Service Elevator. If the cost of the repairs exceeds the amount of the security deposit and the Owner or the person reserving the Service Elevator still owns or resides in the Unit, 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 Expenses and still be collected as such.
- (f) Smoking is prohibited in all elevators and all Common Elements.

10. RENTING AND LEASING DWELLING UNITS

- (a) No Unit shall be leased or rented for a period or term of less than 90 days. Any lease or tenancy granted by an Owner, of any Unit shall be for a minimum term of 90 days not including any renewals thereof. Any lease or tenancy of any Dwelling Unit for an initial term of less than 90 days shall be void, and upon notification by the Corporation, such lease shall be terminated by the Owner thereof.
- (b) All tenancies must comply with the provisions of the Act, the Declaration, the By-Laws and these Rules. Prior to the tenant being permitted to occupy the Unit, the Owner shall deliver to the Corporation a copy of the lease and contact information of the tenant, including the tenants address, telephone number, email address, and any other information that may be required by the Board or the Manager.
- (c) Within seven (7) days of ceasing to rent the Unit (or within seven (7) days of being advised that the 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) No Owner shall allow his tenant to sublet his Unit.
- (e) 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.
- (f) During the period of occupancy by the tenant, the Owner shall have no right of use of any part of the Common Elements.