

CONDOMINIUM CORPORATION NO. 580

CONDOMINIUM RULES

April 7, 2005

Introduction

The following Rules respecting the use of the common elements and units are made to promote the safety, security and 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. **All previous Rules are hereby repealed.**

The Corporation may pass additional Rules or amend or delete existing Rules from time to time in accordance with the *Condominium Act, 1998*.

Definitions

Owner: Shall include owners, their families, visitors, agents, tenants and occupants of the unit.

Any other words and phrases which are defined in the *Condominium Act, 1998* (as amended from time to time), or the Regulations thereunder or any successor thereto, (“the Act”) shall have ascribed to them the meanings set out in the Act.

1. General

1.1 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, his or her family, guests, servants, agents, tenants or occupants of his or 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. Without limiting the generality of the foregoing, such losses, costs or damages shall include, but shall not necessarily be limited to, the following:

- (a) All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, these Rules;
- (b) An administration fee in the amount of \$50.00, to be payable to the Corporation for any breach of these Rules that continues after initial

notice has been sent, and further administration fees of \$50.00 per month, for each month during which the breach of the rules continues.

- 1.2 No restriction, condition, obligation or provision contained in any Rule or Rules of the Corporation shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- 1.3 Each of these Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these Rules shall not impair or affect in any manner the validity, enforceability, or effect of the remaining part of that Rule (if appropriate) or of the Rules, and in such event, the other part of the Rule (if appropriate) or the other Rules shall continue in full force and effect as if such invalid Rule or part of a Rule had never been included herein.
- 1.4 If a Rule is inconsistent with the provisions of the Declaration or By-Laws of the Corporation, the provisions of the Declaration and By-Laws shall prevail and the Rule shall be deemed to be amended accordingly.

2. General Prohibitions

- 2.1 No owner shall do anything, or permit anything to be done, on the property that is contrary to any Provincial or Federal Statute (including Canada's Criminal Code), or Municipal By-law or any Rules, Regulations or Ordinances passed under any Statute or Municipal By-law.
- 2.2 No owner shall do or permit anything to be done in his or her unit or bring or keep anything therein which in any way will:
 - (a) increase the risk of fire or the rate of fire insurance on the building, or on property kept herein;
 - (b) obstruct or interfere with the rights of other owners, or in any way injure or annoy them;
 - (c) 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;

(d) Conflict with any Rules or ordinances of the Board of Health or with any statute or municipal by-law.

2.3 Owners shall be responsible for any increase in insurance premiums on any of the corporation's insurance policies which result from any act or omission of the owner or the owner's family, visitors, agents, tenants or occupants of the unit. Any such amounts shall be recoverable by the corporation in accordance with Rule 1.1.

3. Air Conditioners (Water-cooled)

3.1 Water-cooled air conditioners are prohibited, with the present exception of the water-cooled air conditioners in Units # 3 and # 5 which are grandfathered only until Unit # 3 and # 5 are sold or only until the particular water-cooled air conditioners in Unit # 3 and Unit # 5 reaches the end of its life, which ever comes first.

4. Air Conditioners

4.1 Wall-mounted air conditioners (see Specifications) may be installed on sides of building only. The air conditioner must be properly braced to prevent tipping. The surrounding material must be of such nature and colour as to blend with the exterior finish of the units. This surrounding material, as well as the air conditioning unit itself, must be kept in good repair, by the owner, at all times. The owner must ensure that the air conditioner does not leak condensation unduly, does not create unreasonable noise, and is not unsightly. Any damage caused to the window sill, the exterior wall or any other portions of the property is the responsibility of the owner.

5. Auctions and Garage Sales

5.1 No auction sale or garage sale shall be held on the property without the written consent of the Board.

6. Balconies

6.1 Nothing shall be thrown or swept off balconies or shaken out windows or doors.

6.2 No items other than seasonal furniture are permitted to be kept on the balconies. More specifically, no barbecue, hibachi or similar cookware shall be used on the balconies. Old cardboard containers, old screens, dead plants etc... Hanging or drying of clothes on balconies is not permitted.

7. Bicycles

7.1 Bicycles are not allowed in hallways or on balconies. Bicycles shall be stored in the owner's locker or in the areas provided for such purpose.

8. Clothes Washers and Dryers

8.1 Clothes washers and dryers shall not be operated unless a person is present in the Unit.

9. Dryer Ducts

9.1 The Corporation shall regularly (at least annually) clean out the dryer ducts from the external opening: owners to clean from the inside (at least annually).

10. Electrical Circuits

10.1 Owners shall not overload existing electrical circuits.

11. Entry Into Units

11.1 This is covered by Article XII of By-law No. 4.

12. Exclusive Use Areas

12.1 Owners shall keep their exclusive use areas clean and tidy. The yard shall not be used for storage.

13. Exterior Decorations

13.1 Exterior electrical Christmas decorations must not be installed prior to November 15 and must be removed no later than January 31 (weather permitting). Such decorations shall not be turned on prior to December 1. The Owner must ensure that the electrical decorations are CSA approved and in good working order. The building exterior must not be damaged in any way when installing decorations.

14. Exterior Light Fixtures

14.1 The Corporation is responsible to ensure that the exterior light fixtures contain a working light bulb.

15. Fences

15.1 Owners shall not attach anything to any of the fences on the property and shall not hang or place any article on any fence.

16. Fireplaces and Chimneys

16.1 The Ontario Fire Code requires that chimneys, flues and flue pipes shall be inspected annually and cleaned as often as necessary to keep them from accumulations of combustible deposits. Proof of inspection must be provided to the Board of Directors not later than November 1st of each year. The Board strongly recommends that chimneys be cleaned at least twice annually. In addition, air tight stoves or fireplaces must be checked once every two (2) months during the heating season.

17. Floor Coverings

17.1 For the purposes of this Rule, “hard flooring” shall include hardwood, tile or any other hard-surfaced material.

- (a) Any owner wishing to install hard flooring in a unit shall first obtain the written consent of the Board. The owner shall apply for such consent, in writing, providing a detailed explanation of the steps which the owner would take in order to meet the requirements of this Rule. Any resulting consent from the Board shall confirm the specific steps which will be taken in order to satisfy the requirements of this Rule.
- (b) Any owner who receives consent to install hard flooring in his or her unit shall take reasonable steps to minimize the transmission of noise through the flooring to other parts of the building. Such steps may include, but are not necessarily limited to:
 - i. the installation of a sub-floor and insulating material underneath the hard flooring;
 - ii. the use of area rugs in locations which are subject to heavy

- traffic; iii. the use of pads on the legs of
 - furnishings; iv. Such other steps as may be determined by the Board.
 - v. The FIIC (Field Impact Insulation Class) Rating must be 60.
- (c) In cases where hard flooring has been installed in a unit prior to the enactment of this Rule, the owner shall take reasonable steps to minimize the transmission of noise through the flooring to other units. Such steps may include, but are not necessarily limited to:
- i. the use of area rugs in locations which are subject to heavy traffic; ii. the use of pads on the legs of
 - furnishings; iii. Such other steps as may be determined by the Board.
- (d) Where an owner fails to comply with any of the requirements in this Rule, the Corporation may direct the owner to remove the hard flooring and to install new flooring similar to the flooring of the building's original construction, at the owner's sole expense.

18. Garbage

18.1 General

- (a) No owner shall place, leave or permit to be placed or left in or upon the common elements including those of which he has the exclusive use, any debris, refuse or garbage, except on days designated by the Board or the Manager as garbage pick-up days and in accordance with the instructions of the Board. Such debris, refuse or garbage shall be contained in properly secured containers.
- (b) Garbage shall be stored inside each unit or in a pre-approved storage shed in the rear yard of the unit.

- (c) Garbage must be placed in the on-site waste container, securely fastened in bags.

18.2 Special Waste

No hazardous goods, appliances, furniture, packing cartons or crates or other special or unusual waste (for example, car batteries, oil, refrigerators, etc.) may be disposed of as part of the regular garbage pick-up. Arrangements must be made with the appropriate waste removal company for pick-up of any such special waste.

18.3 Recycling

All recyclable waste must be sorted and disposed of in the appropriate recycling containers.

18.4 Strict Sanitary Conditions

Owners must maintain strict sanitary conditions at all times: if measures are required to be taken by the Corporation to remedy poor sanitation, the Corporation will invoice the owner for financial costs incurred.

19. Humidity

- 19.1 Owners shall not allow the humidity levels in the unit to cause condensation, mould or mildew or otherwise to result in harm to the property.

20. Items on Common Elements*

[*If the Rules allow for certain changes to the common elements, the changes are also subject to the requirements of Section 98 of the Act. That is, they require a registered agreement between the condominium corporation and the owners, dealing with the matters noted in Section 98(1); and their approval may also require the involvement of all owners pursuant to Sections 98(2) and 97.]

- 20.1 Nothing shall be placed on the outside of window sills, projections, railings or other external parts of the buildings without the prior written consent of the Board.

- 20.2 No awnings, shades, shutters, screens or blinds shall be erected over or outside of any window, door, porch or patio, without the prior written consent of the Board.

- 20.3 No hanging or drying of clothes is allowed on the common elements.
- 20.4 No building or structure or fence or tent and no trailer, motor home or camper, either with or without living, sleeping or eating accommodation, shall be placed, erected, located, kept or maintained on the common elements including exclusive use common elements, without the prior written consent of the Board.
- 20.5 Generally, no unit owner shall make any change to the common elements without the prior written consent thereto of the Board, and subject to the Act and the Declaration.
- 20.6 No plumbing or electrical repairs or alterations within any unit shall be made without the prior written consent of the Board.
- 20.7 No articles or personal effects shall be left or stored on the common elements except motor vehicles properly parked in accordance with these Rules and other articles permitted in accordance with the Act and the Corporation's Declaration, By-laws and Rules.
- 20.8 No part of the common elements shall be used for the erection, placing or maintenance of clothes-lines, incinerators, garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, gardens or other vegetation or for the disposal of rubbish, garbage or waste, without the prior written consent of the Board.
- 20.9 Nothing shall be carried through the lobbies, hallways and corridors which is unsightly or is likely to cause damage.
- 20.10 Nothing shall be thrown out of windows or doors.
- 20.11 Any item on the common elements in contravention of these Rules may be removed by the Board at the risk and expense of the owner of the item.
- 20.12 Specifications for Permitted Modifications to Common Elements

The following modifications are permitted under the Corporation's By-laws, subject to the requirements of the By-laws and subject to the following specifications:

Specifications for Air Conditioners: Discuss with Property
Manager/Corporation

21. Landscaping

21.1 No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers, flower beds, flower pots, hanging flower baskets or garden hose and spigot.

22. Lawn Cutting and Maintenance

22.1 The Corporation shall contract out lawn cutting and yard maintenance.

23. Lease of Unit

23.1 The common elements, including the various amenities, are available for the use of the residents and their invitees. When an owner leases a unit, the tenant acquires all of the owner's rights to use the common elements, and the landlord gives up these rights.

The landlord then has only the following rights to attend at the property:

(a) to exercise his or her rights and responsibilities as a landlord; (b) To fill the role of visitor, upon invitation of a resident.

24. Lock Boxes

24.1 No owner shall install a lock box on any part of the common elements. Any lock box installed or left on any part of the common elements may be removed by the Corporation at the expense of the unit owner.

25. Loitering

25.1 Loitering on the common elements is prohibited.

26. Mops, etc.

26.1 No mops, brooms, dusters, cloths, rugs or bedding shall be shaken or beaten from any window, door or exclusive common elements.

27. Moving

27.1 Moving in or out of the building must be done through the designated rear entrance of the building.

27.2 Household furniture, appliances and other large items, including waste from unit restorations, must be moved by using the rear entrance of the building.

28. Noise

28.1 No owner shall create or permit the creation of 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 property by other owners, their families, guests, visitors, servants and persons having business with them.

28.2 No noise, caused by any instrument or other device, or otherwise, which in the opinion of the Board may disturb the comfort of the other owners, is permitted.

28.3 Owners shall exercise reasonable care about making noise which may disturb the quiet enjoyment and comfort of other residents. This includes, but is not limited to, the use of musical instruments, radios, televisions and amplifiers. Furthermore, the use of power tools, hammers, drills, saws and similar items is restricted to the hours between 9:00 a.m. and 5:00 p.m., Monday through Friday and on Saturday between 10.00 a.m. and 4.00 p.m.

29. Notice to Corporation of Defects, Symptoms or Accidents

29.1 Owners shall give the Corporation prompt written notice of the following:

- (a) any structural, mechanical or other defect affecting the property, including any defect in the water pipes, heating system or electrical systems, etc.;
- (b) any accident occurring on or in relation to the property; and
- (c) any symptom of a possible problem, such as water penetration, water seepage or leakage, cracks, unusual sounds or noises, smoke or odours.

30. Offensive Materials

30.1 No stores of liquid gas or propane, explosives, or other flammable materials, firearms, ammunition or any other combustible or offensive goods, provisions or materials (except firewood properly and safely stacked) shall be kept on the property, without the prior written consent of the Board.

31. Parking

31.1 No motor vehicle, other than a private passenger automobile, motorcycle, station wagon, or one-half ton pick-up truck, shall be parked on any part of the property (including any part thereof of which any owner may have the exclusive use) and no motor vehicle shall be parked or driven on any part of the property other than on a driveway or parking space.

31.2 No substantial repairs or adjustments to motor vehicles may be carried out on the property.

31.3 Designated Parking Spaces are not to be used for storage or any purpose other than parking of motor vehicles. For example, tires, containers, signs or furniture shall not be stored in a designated parking space. Items improperly stored in parking spaces will be removed, tagged and placed into safekeeping for a period of four (4) weeks. If not picked up by the owner, the items will be disposed of. All storage, disposal and administrative costs for said items will be the responsibility of the owner.

31.4 A protective pad shall be placed beneath the kickstand of all motorcycles when parked in a parking space.

31.5 No vehicle shall be parked at any time in designated fire lanes or at the front or rear entrances, in the rear loading dock or other areas designated as “No Parking” zones.

31.6 The designated user of a parking space shall keep the space clean and free of materials or any condition likely to cause a nuisance, a hazard or any damage to the property, or any risk of fire.

31.7 Only residents of the building are permitted to use a parking space on the property. Parking spaces may be rented out by an owner on written permission by the Board, used by a relative or friend.

- 31.8 Only road-worthy, plated and insured motor vehicles shall be kept on the property. Parking spaces are designed for operating vehicles; any cars, trucks or other vehicles deemed to be abandoned or unsightly by the Board are not permitted on the property. All vehicles on the property must be in a proper state of repair and in proper operating condition. Without limiting the generality of the foregoing, vehicles must not leak oil or other fluids.
- 31.9 Any vehicle which is not in compliance with these rules may be ticketed and/or towed at the risk and expense of the owner of the vehicle.
- 31.10 No commercial vehicle shall be allowed on any part of the property unless such vehicle is solely used in the conduct of delivery, pickup or service call activities. No commercial vehicle which has a gross vehicle weight when unloaded of more than 3,000 kilograms, or more than four wheels, shall be allowed on any part of the property except with the written consent of the Board of Directors, such consent is not to be unreasonably withheld.
- 31.11 As required by weather conditions, during the winter season, all vehicles must be moved by the vehicle owners to allow for snow removal operations.
- 31.12 Only one vehicle is to be parked in any parking space. Double parking of vehicles in the parking lot/driveway attached to the building is not permitted.
- 31.13 Visitor parking may not be used by residents of the property.

32. Pets

- 32.1 For the purposes of this Rule, “pet” means an animal or bird.
- 32.2 No animal, livestock or fowl other than a pet shall be kept in any unit or on the common elements. All pets must be licensed, if required by municipal by-law or other statute or regulation.
- 32.3 Only residents shall be permitted to keep pets on the property. Visitors and non-residents shall not be permitted to bring or keep pets on the property.
- 32.4 No pet that is deemed by the Board, in its absolute discretion, to be a nuisance shall be kept by any person in any unit or in any other part of the property. Any person who keeps such a pet on the property, or any part thereof, or who is otherwise determined by the Board to be in violation of these Rules shall,

within two (2) weeks of receipt of written notice from the Board requesting the removal of such pet, permanently remove such pet from the property.

32.5 No pet shall be allowed outside a unit unless it is in the custody and care of a responsible person and carried or on a short leash.

32.6 All pet droppings on common elements are to be promptly removed by the pet owner. The pet owner is responsible for ensuring that the municipal “poop and scoop” by-law is respected.

32.7 All pets must relieve themselves at the kerbside of the nearest street.

32.8 All pets must be vaccinated in accordance with municipal or provincial laws respecting the same.

32.9 No pet is permitted on the balcony of a unit. Balconies shall not be used as areas for litter boxes, dog runs or exercise areas for the pet.

32.10 All pet owners shall promptly clean up any noticeable accumulation of hair, from their pet, on the common elements.

32.11 No more than a total of two pets are permitted in any unit.

32.12 No pet weighing more than 25 pounds is permitted on the property.

32.13 Owners are responsible for all damage caused to the property by their pet(s). All costs incurred by the corporation to rectify any such damage shall be collectible in accordance with Rule No. 1.1

33. Records

33.1 The Corporation shall maintain records in accordance with the provisions of the *Act*.

33.2 The owners shall be permitted to inspect the records, and to take copies of the records, in accordance with the provisions of the *Act*.

33.3 The Corporation’s records shall be kept in a safe and secure location, so that access to the records is only available to members of the board and other persons designated by resolution of the board.

33.4 If an owner inspects the Corporation's records, the owner shall be accompanied at all times (during such inspection) by a representative of the condominium corporation – such representative to be designated by the board.

33.5 No person shall be permitted to see the Corporation's records, except as determined by the board or as authorized by the *Act* or any other applicable law.

33.6 As set out in the *Act*, owners are not entitled to inspect certain records. Before an owner (or an owner's agent) is permitted to inspect any of the records of the Corporation, the Corporation shall arrange for those records to be reviewed, and for removal or "blacking out" of any records or information which the owner is not entitled to inspect by virtue of the terms of the *Act*.

34. Sidewalks, etc.

34.1 The sidewalks, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or their personal effects or used by them for any purpose other than for ingress and egress to and from their respective units or parking areas.

35. Signage

35.1 No sign, advertisement, notice or illumination of any kind 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. The usual "For Sale" signs are permitted to be installed in accordance with the instructions of the Board.

36. Smoke Detectors and Door Closures

36.1 Applicable codes require that smoke alarms/detectors be installed and maintained in dwellings and that there are functioning door closers for dwelling entry doors. In our condominium, the smoke alarms and door closer units are part of the units, and accordingly must be maintained and repaired by the unit owners.

36.2 The Corporation shall encourage owners to conduct annual inspections of their smoke alarms and door closure units in order to confirm that the owners are fulfilling their repair and maintenance obligations described above.

36.3 The Corporation or any person authorized by the Corporation may enter any unit, upon reasonable notice, in order to perform the objects and duties of the Corporation described in this Rule. Owners shall not refuse such entry. If an owner does refuse such entry, the owner shall be entirely and exclusively responsible for any losses, costs, damages or claims which may result.

37. Smoke and Odours

37.1 All owners shall ensure that smoke and odours generated in their units, whether through smoking, cooking, or otherwise, are not excessive and are reasonably contained within the unit so that smoke and/or odours do not migrate to the common elements or to other units (thereby causing discomfort to other residents of the building). If necessary, owners shall acquire and operate air filters or purifiers in their units in order to avoid such migration of smoke and/or odours from their units.

38. Smoking

38.1 Smoking is not permitted in any common element area of the building, including the stairwells, lobbies, corridors, common rooms, recreational areas, garden, patio, front and back entrances.

38.2 Smoking is permitted outside at the immediate area of the back entrance with cigarette ends being disposed of by the residents and not left lying on the ground at the back area.

39. Snow Removal

39.1 The Corporation will contract out snow removal.

40. Soliciting on the Premises

40.1 Soliciting on any part of the common elements is not permitted.

41. Television Antennae

41.1 No antenna, aerial, tower or similar structure (including a satellite dish) and appurtenances thereto shall be erected on or fastened to any unit or on to any portion of the common elements, except with the written consent of the Corporation. No cable shall be strung on any part of the common elements, except with the written consent of the Board.

42. Temperature

42.1 Owners shall keep the unit at a reasonable temperature. Owners must ensure that the temperature of the unit does not result in freezing pipes, excessively cold walls, condensation, excessive heat or other problems which may cause harm to the property or any nuisance or discomfort to other residents.

43. Trespass

43.1 The condominium property is private property. Only owners, tenants and their families and invitees are permitted on the property.

43.2 Furthermore, where any non-resident conducts any activity on the property which is prohibited by the Act, or the Corporation's Declaration, By-laws or Rules, this shall be considered a trespass for the purposes of the Trespass to Property Act.

44. Water and Plumbing

44.1 The water closets, toilets, sinks, bathtubs, drains and other water fixtures and apparatus shall not be used for purposes other than those for which they are constructed, and no sweepings, garbage, rubbish, rags, ashes or other inappropriate 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 caused such damage.

44.2 Water shall not be left running unless in actual use. Owners shall take all reasonable measures to conserve water.

45. Window Washing

45.1 The Corporation will be responsible for washing the exterior windows on a regular basis, at least once a year.

45.2 Each owner shall be responsible for washing the interior of all the windows in their unit on a regular basis, at least once a year.

45.3 Each owner shall be responsible for removing all labels or other material other than blinds or drapes from the interior of all the windows in their unit.