

Condominium Corporation Rules

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Waterloo Standard Condominium Corporation No. ____

RULES

These Rules shall be observed by every owner, tenant, and occupant of this condominium and shall be construed in the singular or plural as the context may require, and each such term shall be deemed to include the other and includes all persons in occupancy of any Unit.

If there is any inconsistency between the Rules and the Declaration, the provisions of the Declaration are paramount.

Article 1 Definitions

- 1.1 Terms used herein shall have ascribed to them the definitions contained in the Act and in the Declaration of the Corporation, and:
- (a) “Act” means the *Condominium Act, 1998* and the Regulations pursuant to that Act each as amended, supplemented or replaced from time to time and any successor legislation;
 - (b) “Board” shall mean the Board of Directors of the Corporation;
 - (c) “Buildings” or “buildings” shall mean all buildings on the property;
 - (d) “Common Elements” means all the condominium property including any exclusive use portions of the common elements except the Units;
 - (e) “Corporation” shall mean Waterloo Standard Condominium Corporation No. ____;
 - (f) “Declaration” shall mean the declaration of Waterloo Standard Condominium Corporation No. ____ as amended from time to time;
 - (g) “Property” or “Condominium Plan” shall mean Waterloo Standard Condominium Plan No. ____;
 - (h) “Unit” means a Unit as defined in the Act and, unless the context requires otherwise, shall mean a Unit within this Condominium Plan;
 - (i) “Unit Occupant” means any Unit Owner, any Unit Owner’s spouse, child or children, invitee, servant, guest, or tenant and tenant’s spouse, child or children, invitee, servant, guest, or any other occupant of a Unit in this Condominium Plan; and
 - (j) “Erbsville Court” means the lands in Schedule “A” of the Declaration of the Corporation as amended from time to time.

Article 2 Fire Prevention

- 2.1 No one shall do or permit anything to be done in, within or on the Property that conflicts with any federal, provincial or municipal laws or bylaws relating to fire or increase the risk of fire or the rate of fire insurance on the buildings, or any property kept therein, 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.
- 2.2 No combustible material or flammable goods shall be stored in any Unit or on the Common Elements unless stored as prescribed by the Board.
- 2.3 Barbecuing is permissible pursuant to the terms of the Declaration relating to barbecuing provided same does not cause discomfort or annoyance to other Unit Occupants within the Condominium or other residents of Erbsville Court.

Article 3 Traffic and Parking Control

- 3.1 The walkways shall not be obstructed or used for any purpose other than pedestrian ingress to and egress from the Units and parking areas. No driveway shall be obstructed so as to hinder

or prevent motor vehicular access thereto by the persons with a right to park a motor vehicle on the driveway in question.

- 3.2 No motor vehicle shall be driven on any part of the Common Elements other than on the roadway and driveways or parking spaces. No motor vehicle shall be parked across a sidewalk or walkway to reach same if the driveway or parking space in question abuts or fronts onto a sidewalk or walkway.
- 3.3 No one shall permit any gasoline, oil or other harmful substance to escape on to the surface of the parking spaces, driveways or Common Elements. No repairs or adjustments to motor vehicles shall be carried out on the Common Elements. Other than as a temporary expedient, mats, trays or other containers may not be placed on the surface of the parking spaces as an alternative to repairing the cause of the escape of the gasoline, oil or other harmful substance.
- 3.4 No one shall park or store anything, including a motor vehicle of any description, in any area marked "no parking."
- 3.5 The Board may from time to time regulate and allocate the use of parking spaces contained on the Condominium Plan not designated for use by Unit Occupants by permitting the lease or license of the same on such terms as may be determined by the Board from time to time.

Article 4 Use of Common Elements and Units

- 4.1 No Unit Occupant shall do or permit anything to be done in his or her Unit or on the Common Elements or bring or keep anything therein that will in any way obstruct or interfere with the rights of other Unit Owners or in any way injure or cause legitimate annoyance to them.
- 4.2 No noise caused by any instrument or other device or otherwise howsoever caused, including noise caused by any pet or pets, which, in the opinion of the Board, is calculated to, or may or does disturb the comfort or quiet enjoyment of the Property by another Owner or Owners and/or their families, guests, visitors, employees and persons having business with them, shall be permitted.

Article 5 Animals and Pets

- 5.1 All Unit Owners and Unit Occupants shall strictly comply with the Declaration provisions pertaining to Animals and Pets.

Article 6 Garbage

- 6.1 Garbage, recycling and compostable waste (if any) is to be stored, placed and dealt with in accordance with the written requirements of the Board from time to time.

Article 7 Smoking and Cannabis

- 7.1 Subject to the provisions of the condominium declaration the growing of cannabis is prohibited anywhere on the Property including the Common Elements and within any Unit.
- 7.2 No Unit Occupant or any other person shall vape, smoke or hold any lighted cannabis or any other similar substance within this Condominium Plan.
- 7.3 No Unit Occupant or any other person shall smoke any tobacco or permit any other burning or smouldering substance in any outside area on the Condominium Plan that is less than three (3) meters from any building or structure contained in the Condominium Plan or such further distance as may be prescribed by the Board from time to time; or any Unit.

Article 8 General

- 8.1 No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of any Unit or the Common Elements or inside of any Unit if visible from any abutting street or any other Unit or the Common Elements without the prior written consent of the Board which consent may be refused. The foregoing is not applicable to the Declarant or any Unit owned by the Declarant. The Declarant has the right to approve or disapprove any signage while it still has any ownership interest in Erbsville Court.

- 8.2 No entrance or other signs or plaques referring to the Declarant (or related company) as the developer or builder of Erbsville Court shall be removed, obscured or covered. No other signage (other than as permitted in the Declaration) of any sort at all is permitted either on the Common Elements or within or on any Unit without the prior written approval of the Declarant while it has any ownership interest in Erbsville Court.
- 8.3 Except as approved by the Board in writing, no building or structure or tent or swing set shall be erected and no trailer either with or without living, sleeping, or eating accommodation shall be placed, located, kept or maintained on any part of the Common Elements.
- 8.4 Other than as set out below, no bicycles, carriages, wagons, or shopping carts shall be left at the front of any building or upon the walkways or other areas of the Common Elements generally visible from the other Units. No one will use any such area for the repair or the cleaning of wagons, carriages, bicycles and carts. No one will use any driveway area provided for the parking of an automobile or any other Common Elements area for the storage or repair of any motor vehicle or trailer. Nothing herein precludes using designated bicycle racks or rooms regardless of location.
- 8.5 No window air-conditioners are permitted. No air conditioning equipment nor heat pump nor similar equipment and machinery and other noise generating equipment appurtenant to or used in connection with any Unit (all of which are collectively referred to herein as "AC and Other Equipment") is permitted save and except AC and Other Equipment that has been preapproved in writing by the Board or the Declarant. In the absence of reasonable grounds to refuse same, the Board and the Declarant shall approve applications for the foregoing. The external elements and components of any such AC and Other Equipment may only be located where permitted by the Board or the Declarant. The foregoing part of this paragraph is not applicable to AC and Other Equipment placed by or on behalf of the Declarant. All AC and Other Equipment must be kept in good repair by the Owner of same so that the noise from same is kept as low as is reasonably possible. All components of such AC and Other Equipment shall form part of the Unit the same service so that the Unit Owner of the said Unit is responsible to maintain, repair (after damage or otherwise) and replace the same as required by the Board or the Declarant.
- 8.6 The occupants of a Unit will be held responsible for any damage to the Common Elements caused by moving furniture and/or other items in and out of his or her Unit.
- 8.7 The manholes, closets and other water apparatus shall not be used for any purpose other than those for which they were constructed and no sweepings, garbage, rubbish, rags, ashes or other substance shall be thrown therein. Any damage resulting to them from the misuse or from unusual or unreasonable use shall be borne by the Unit Occupants causing such damage.
- 8.8 Water shall not be left running unless in actual use either outside or within the premises.
- 8.9 Neither the Board nor any member thereof nor the Corporation shall be liable for any loss or damage or theft to any Unit Owner's or Unit Occupant's goods or chattels stored in any storage space provided or permitted by the Corporation.
- 8.10 No noise of any kind, which, in the opinion of the Board or its agent, may disturb the comfort of any other occupant of the Condominium Plan shall be permitted by anyone nor shall any noise whatsoever, including the playing of musical instruments, be repeated or persisted in after request by the Board or its agent to discontinue the same, including any noise caused by any congregation of persons in any Unit or portion or portions of the Common Elements. Organs, violins, and other musical instruments shall not be played by anyone in any Unit or on the Common Elements after 11:00 p.m. The sound of radios, record players, digital music players, tape recorders, and television sets in Units or on the Common Elements shall be maintained at a level which, in the opinion of the Board or its agent, is calculated not to disturb the comfort of any other Unit Occupant and the level of sound therefrom shall, upon the request of the Board or its agent, be sufficiently reduced so that the same is in the opinion of the Board or its agent, not disturbing to the comfort of any other person.
- 8.11 Each Unit Occupant must obtain and maintain contents insurance for his/her/its own furnishings, including personal possessions, and to further insure such occupant with an appropriate legal liability policy as well as such other insurance as may be recommended by his/her/its insurance agent whose advice each Unit Occupant is urged to obtain. All such

policies are to be at the expense of the Unit Occupant. In addition, each Unit Occupant must obtain insurance of the improvements to his/her/its Unit. Improvements are determined by reference to the standard unit definition that is set out in the bylaw(s) of the Corporation.

- 8.12 No skateboarding is allowed anywhere on the Property.
- 8.13 Every Unit Occupant shall become familiar with, comply with and adhere to the provisions and terms of the Declaration, Bylaws and Rules of the Corporation.