

RULES

NIAGARA NORTH VACANT LAND CONDOMINIUM CORPORATION NO. ____

I. COMMUNITY STANDARDS OF ROYAL MAPLE CONDOMINIUMS

The authority for the Board to issue rules is Section 58 (1) of *The Condominium Act 1998*: "The Board may make, amend or repeal rules respecting the use of the common elements and units to,..... promote the safety, security or welfare of the owners and of the property and assets of the corporation; or (to) prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the corporation."

These rules extend to all present and future owners, tenants and residents of units, their families, guests, invitees or agents as provided for in Section 119, of the Act and in the Declaration, all of whom shall be subject to and shall comply with the provisions of the Act, the Declaration, the By-Laws and any other rules and regulations of the Corporation which are established from time to time.

In addition to all other means of enforcement available to the Corporation, your attention is directed to Section 134 of the Act which provides that where a duty imposed by the Act, the Declaration, the By-Laws or the Rules is not performed, the Corporation may obtain enforcement by an order of court directing the performance of the duty.

Above all, the rules are intended to provide the basis for making Royal Maple a pleasant, safe complex in which we can all take pride. Observance of these rules and thoughtful consideration of others will be for the benefit of all, and will ensure the continuation of the high quality of our community.

Finally, you are urged to familiarize yourself with the Rules and ensure that you, the members of your family, your tenants and your guests abide by them. You will, in this way, assist your Board and the Manager in keeping Royal Maple a community in which we can all enjoy the facilities, have the amount of privacy each of us desires, and at the same time, have a feeling of security.

II. DEFINITIONS

Gender	The use of the masculine or feminine shall include the masculine or feminine respectively and neuter genders, and the use of the singular shall include the plural whenever the context so requires.
Owner	The registered owner(s) and resident family members.
Tenant	Rental resident(s) or lessee(s)
Resident	An owner, tenant or other occupant of a unit.
Royal Maple	The units and the common elements as defined in the declaration and description of Niagara North Vacant Land Condominium Corporation No. ____
Unit	The unit of a resident as specified in the documents governing unit boundaries
Common Elements	All the property except the units
The Manager	The representative(s) of the Corporation engaged by the Board to manage the property
The Board	The Board of Directors
The Corporation	The Royal Maple Condominium Corporation being Niagara North Vacant Land Condominium Corporation No. ____
The Act	The Condominium Act 1998, its regulations and any amendments thereto created pursuant to (the "Act") and other terms used herein

shall have ascribed to them the definitions contained in the Act, unless the context herein or the definitions below otherwise require.

III. GENERAL

1. All resident-owners shall provide the Board with the names, business and home phone numbers of those who reside with them, and the name, address and phone number of a relative or a person to be contacted in an emergency.
2. Non-resident owners are prohibited from using the common elements except in accordance with By-law No. 1, Article XXI. All non-resident owners shall provide the Board with their names, addresses, business and home phone numbers and shall notify the Board of any change in address and shall also:
 - (a) provide the Board with names of each lessee, (tenant) or other occupant(s) of their unit;
 - (b) provide the corporation with a "Summary of Lease Or Renewal" in the form prescribed by the Act within thirty, (30) days of renewing a lease or leasing the unit;
 - (c) provide to the lessee, (tenant) or other occupant(s), a copy of the corporation's Declaration, by-laws and rules; and
 - (d) advise the corporation in writing if the lease for the unit is terminated and not renewed within thirty (30) days of such termination;
3. The Manager is authorized to act on behalf of the Board to enforce the Rules and Regulations of the Corporation.
4. No sign, advertisement or notice other than the usual sign offering a unit for sale or rent shall appear inside or outside any building or the common elements.
5. No sale of goods or personal property, an auction or "in-house" garage sale shall be held on the common elements without the prior approval of the Board.
6. No one shall mutilate, destroy, alter or litter any landscaping. This includes trees, shrubs, hedges, flowers, lawns and flower beds.
7. No building, structure or tent shall be erected, located or stored on the common elements.
8. For safety reasons, skate boarding, roller skating, street hockey and similar activities are prohibited anywhere on any of the common elements.

9. Residents shall be responsible for cleaning any spill or mess they make on the common elements, please remove it. If you are unable to do so, advise the Manager immediately.
10. Nothing shall be done to alter or change the outside appearance of the premises including patios (subject to the provisions of the Declaration) in any way.
11. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rule in force by any resident, their family, guests/visitors, servants, agents or occupants of their unit shall be borne by such resident and may be recovered by the Corporation against such resident.

IV. PETS

All residents must comply with the following rules governing pets:

1. No animal, reptile, insect, or fowl other than a household pet shall be permitted to be kept on the property. A "household pet" or "pet" is defined as a dog, a domestic cat, caged bird or fish.
2. No breeding of household pets for sale shall be carried on at Royal Maple.
3.
 - (a) Notwithstanding paragraph 1 above, no household pet which is deemed by the Board in its absolute discretion to be a nuisance, danger or potential danger or health hazard to the other residents shall be kept by a resident.
 - (b) Such resident, after having first received a letter of warning, shall be given written notice from the Board stating that such household pet has been deemed a nuisance and/or danger. The Board shall specify in its written notice a "rectification period/period of grace" in which the resident must comply with the rules governing pets. During such period the Board may require the pet to be muzzled at all times while on the common elements.
 - (c) A resident who fails to comply with the rules during or after the rectification period shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such household pet, permanently remove it from the unit and the property. Notwithstanding the foregoing, the Board may in its absolute discretion order the immediate removal of a household pet without a rectification period/period of grace that is deemed to be a danger or health hazard to the owners or residents.

4. Residents shall be liable for any damage to the common elements caused by their pets, and shall be assessed and charged for the cost of repairs/damages by the Board.
5. Pets must always either be on a leash (no longer than eight feet in length) or carried by the owner through the common elements.
6. Residents are allowed to have: a) up to two (2) dogs; or b) up to two (2) cats; or c) one of each and not be deemed by the Board to be a nuisance, danger, potential danger or health hazard to other residents or their pets.
7. Residents shall not allow their pets to foul any of the common elements. If there is an accident on any of the common elements including the footpaths, lawns, roadways, landscaped areas, sidewalks, etc., a pet owner is required to clean up after the pet and properly dispose of the mess.
8. In the event of an emergency on the premises, it is the pet owner's responsibility to look after their pet and also to control its actions.

V. PARKING

1. (a) Except vehicles on pick-up, delivery or on Corporation business, no motor vehicle other than a private passenger automobile, station wagon, mini-van, motorcycle, sports utility vehicle or a three quarter ton pickup truck with uncovered rear end and sills not exceeding four feet in height and a maximum of 6,500 pounds gross vehicle weight, shall be parked on any part of the common elements or a Unit.
- (b) No repairs or adjustments shall be made to any motor vehicle on the common elements.
- (c) No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.
- (d) All motor vehicles must be in working order and have a current licence.
- (e) No trail bikes, dirt bikes, go-carts or snowmobiles whether licensed or unlicensed shall be driven on the common elements and no bicycles or motorcycles are to be operated on any of the grassed areas of the common element. No boats, snowmobiles, recreational vehicles, trailers or similar vehicles are to be parked on the common elements or Unit driveway for longer than 12 hours.
- (f) Residents shall be responsible for the cost of cleaning and/or repairing the common elements as a result of oil, or other fluid stains/spills originating from their motor vehicles. Oil and other motor vehicle fluids shall not be

disposed of in any drain or storm sewer opening located anywhere on the common elements or in a Unit.

2. Owners and tenants shall supply to the Corporation the make, type, year and license plate number for each vehicle to be parked at The Royal Maple Condominium other than visitors.
3. No parking of any motor vehicle is permitted on any fire route designated within the common elements of the Corporation and all motor vehicles parked on designated fire routes may be towed away by the Board without notice to the resident or the guests of the resident and at the sole expense of the resident.
4. Visitors' parking spaces are reserved for the use of visitors and guests only.
5. "Visitors' Parking" is designated on a first come, first served basis.
6. The Corporation, its agents and employees assume no responsibility for any damages or loss of personal property howsoever caused in the "Visitors' Parking" area.
7. Visitors who do not abide by parking rules will have their vehicles tagged or towed away.
8. No person shall park or use a motor vehicle in contravention of these rules, otherwise such person shall be liable to be fined and/or to have their vehicle towed from the property in accordance with municipal By-Laws or in accordance with the Rules and in either or both events, neither the Corporation or its agents shall be liable for any damage, costs or expenses however caused to such motor vehicle and/or to the owner thereof.

VI. LIFESTYLE

Disturbance

1. No noise, odour, disturbance or nuisance however caused, shall be permitted which disturbs the quiet enjoyment and comfort of other residents.

External Features

1. No awnings or shades shall be erected over or outside of windows.
2. No residents shall place any reflective or insulating materials or coverings in or on any window or external feature without the prior approval of the Board.

3. No hanging or drying of clothes is allowed in front or rear yards.
4. No exterior aerial or antenna shall be placed in or on the Common Elements without the express written consent of the Board of Directors which consent may be unreasonably withheld. The consent of the Board of Directors may be subject to such reasonable conditions as may be imposed for consent including, without limitation, with respect to colour, location, aesthetics and installation method, and subject to the rules of the Corporation.
5. Owners may not make any alterations, improvements or changes to the common elements, including any exclusive use common elements assigned to their units without first:
 - (a) submitting a written request for consent to the Board describing the proposed improvement and its location;
 - (b) forwarding three signed copies of the corporation form of ("Indemnity") Agreement in accordance with section 98 of the Act, (copies of which may be obtained from the corporation or manager) together with such fee as the corporation may reasonably charge for the registration of the Indemnity Agreement on title to the unit,
 - (c) receiving confirmation from the corporation that the Indemnity Agreement has been registered on title to the unit; and
 - (d) satisfying such other conditions as the Act may impose or the Board may require.

VII. FIRE SAFETY

1. No resident shall do or permit anything to be done in a Unit, or bring or keep anything therein, which will in any way:
 - (a) increase the risk of fire;
 - (b) increase the rate of fire insurance on any building or on the property kept therein;
 - (c) obstruct or interfere with the rights of other residents;
 - (d) injure or annoy other residents;
 - (e) conflict with the laws relating to fire;
 - (f) conflict with the regulations of the Fire Department;
 - (g) conflict with any insurance policy carried by the Corporation or any owner;
 - (h) conflict with a Statute or Municipal By-Law;
 - (i) conflict with any of the rules or ordinances of the Board of Health.

2. No stores of combustible or offensive goods, provisions or materials shall be kept in Units, or common elements.
3. Residents shall not overload existing electrical circuits. The building electrical systems shall be used in accordance with the prescribed specifications and the rules of the Electrical Safety Code for Ontario as in force from time to time.

VIII. SOLICITING

1. No business solicitation or canvassing is permitted at Royal Maple.
2. Please note that Section 118 of the Act states:

"No corporation or servant or agent of a corporation shall restrict reasonable access to the property by candidates, or their authorized representatives, for election to the House of Commons, the Legislative Assembly or an office in a municipal government or school board if access is necessary for the purpose of canvassing or distributing election material."

IX. ENFORCEMENT OF RULES

1. These rules extend to all present and future owners, tenants and residents of units, their families, guests, invitees or licensees, as provided for in Section 119 of the Act, all of whom shall be subject to and shall comply with the provisions of the Act, the Declaration, the By-laws and any other rules of the Corporation.
2. In addition to all other means of enforcement available to the Corporation, attention is directed to Section 134 which provides that a duty imposed by the Act, the Declaration, By-Laws or the Rules may be enforced by an order of Court directing the performance of the duty.
3. Any loss, cost or damages incurred by the Corporation by reason of a breach of any of the Rules from time to time by any owner, its family, guests, servants, agents or occupants of the unit shall be borne by such owner and may be recovered by the Corporation against such owner in accordance with the provisions set out in the By-Laws or the Declaration.

PROCEDURE FOR ENFORCEMENT OF RULES

Residents who are behaving in a manner which is in conflict with the Rules as published by the Corporation may be dealt with in the following way by the Manager.

The Manager should take the following action when breaches of rules are referred:

- Step 1.

Contact the individual concerned by telephone or in person and request politely that the individual comply with the rule for the well-being of all residents followed by written confirmation of such conversation.
- Step 2

If step 1 is ineffective, in consultation with the President or in the President's absence the corporate secretary, write a polite letter to the individual making the same point and provide a copy to the Board.
- Step 3

If step 2 is ineffective, the Board shall review the case and decide whether "interim action" shall be taken prior to issuing an eviction notice (in the case of a renter) or enforcement by order of court (in the case of an owner).

Interim action can involve a further letter to the individual prepared by the Manager or corporation's solicitor, in consultation with the Board.
- Step 4

If applicable the Corporation may refer the issue to mediation in accordance with the Act and By-law No. 1.
- Step 5

If step 3, is ineffective and step 4 is not applicable, the Board shall direct the Corporation's Solicitor to proceed with either an eviction notice or court application.

Notwithstanding the foregoing, the Corporation reserves the right to vary or bypass any or all of these procedures when, in the Board's absolute discretion, circumstances warrant, immediate, stronger or alternative action.

Each rule is hereby passed by the Directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the Directors.

DATED this day of , 20__.

Director:

Director:

Director: