

Proposed Condominium Rules

SAGE KINGSTON

THE CONDOMINIUM RULES

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THE CONDOMINIUM RULES

The following Rules made pursuant to the *Condominium Act*, 1998, S.O. 1998, C.19 (the "Act") shall be observed by all owners (collectively, the "Owners" and any other person(s) occupying the Unit with the Owner's approval, including, without limitation, members of the Owner's family, his tenants, guests, invitees, servants, agents and contractors.

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, or his family, guests, servants, agents or occupants of his Unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation (the "Corporation") against such Owner in the same manner as Common Expenses.

1. GENERAL

- a) Use of the common elements and units shall be subject to the Rules which the Board may make to promote the safety, security or 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;
- b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners and occupants, their families, guests, visitors, servants or agents;
- c) No animal, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger or nuisance to the residents of the Corporation is permitted to be on or about the Common Elements.

2. QUIET ENJOYMENT

- a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation 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 Units or Common Elements by other Owners or their respective families, guests, visitors, servants and persons having business with them.
- b) No noise or odours shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise or odours are being transmitted to another Unit and that such noise or odours are an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his expense take such steps as shall be necessary to abate such noise or odours to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise or odours, the Board shall take such steps as it deems necessary to abate the noise or odours and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise or odours (including reasonable solicitor's fees).
- c) No auction sales, private showing or public events shall be allowed in any unit or the common elements;
- d) Firecrackers or other fireworks are not permitted in any unit or on the common elements;
- e) Any repairs to the units or common elements shall be made only during reasonable hours and is in accordance with the prior written approval of the Board and the City of Kingston by-laws.

3. SECURITY

- a) Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff;
- b) No duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times;
- c) Under no circumstances shall building access or common element keys be made available to anyone other than an owner or occupant;
- d) No visitor may use or have access to the common elements and facilities unless accompanied by an owner or occupant;
- e) Building access doors shall not be left unlocked or wedged open for any reason;
- f) Use by owners of an elevator as a service elevator shall be allocated and made available by the manager in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission and as scheduled by the manager;
- g) No owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door and locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the manager;

4. SAFETY

- a) No storage of any hazardous or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements;
- b) No propane or natural gas take shall be kept in the units or exclusive use common elements;
- c) Owners and occupants shall not overload existing electrical circuits;
- d) Water shall not be left running unless in actual use;

- e) Nothing shall be thrown out of the windows or the doors of the units;
- f) Barbecues are permitted on balconies/terraces provided that the barbecue connections are installed by the Declarant and use only natural gas (not propane) and the balcony/terrace has been equipped with a natural gas line with a "quick disconnect" for the barbecue use by the developer;
- g) No owner or occupant 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 on any buildings, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, 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;
- h) Smoking is prohibited in all common areas except as may be designated as a smoking area by the Board and City of Kingston;
- i) No rollerblades, roller-skates, or skateboards shall be permitted to be used in the Common Elements;

5. COMMON ELEMENTS

- a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property, if any;
- b) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the Residential Units or common elements, whatsoever;
- c) No awning, foil paper or shades shall be erected over, on or outside of the windows, balconies or terraces without the prior written consent of the Board;
- d) No equipment shall be removed from the common elements by, or on behalf of, any owner or occupant of a unit;
- e) No outside painting shall be done to the exterior of the units, railings, doors, windows, or any other part of the common elements;
- f) The passageways and walkways which are part of the common elements shall not be constructed by any of the owners or occupants or used by them for any purpose other than for ingress and egress to and from a unit or some other part of the common elements;
- g) Any physical damage to the common elements caused by an owner or occupant, his family, guests visitors, servants, agents or contractors shall be repaired by arrangement and under the direction of the Board at the cost and expense of such owner or occupant;
- h) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or any part of the common elements over which the Owner has exclusive use;
- i) No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements;
- j) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times. Should a pet owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, with two (2) weeks of receipt of written notice from the Board or the Manager requesting removal of such pet, permanently remove such pet from the property.

6. RESIDENTIAL UNITS

- a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The cost of repairing damage resulting from the misuse or from unusual or unreasonable use shall be borne by the owner who, or whose, tenant, family, guest, visitor, servant, agent or contractor shall cause it;
- b) No owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his unit without the prior consent of the Board;
- c) No garborators shall be installed in any Residential Unit without the prior written consent of the Board, which consent may be arbitrarily withheld;
- d) No Owner shall overload existing electrical circuits in his Unit and shall not alter in any way the amperage of the existing circuit breakers in his Unit;
- e) Units shall be used only for such purposes as provided for in the Corporation's Declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules and regulation of all government regulatory agencies shall be strictly observed;
- f) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his Unit or adjacent Common Elements. Each Owner shall immediately report to the Manager all incidents of pests, insects vermin or rodents and all Owners shall fully co-operate with the Manager to provide access to each Unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the buildings;

- g) Window coverings shall be white retractable roller blinds to present a uniform appearance to the exterior of the building. Under no circumstances can this be changed or amended in any way.

7. GARBAGE DISPOSAL

- a) All garbage must first be properly bound, packaged or bagged and placed in the garbage facility in the building;
- b) Newspapers and magazines must be securely bound prior to being deposited in the garbage facility in the building;
- c) Bottles shall be securely bound prior to being deposited in the garbage facility in the building;
- d) Cartons and large objects which might block any part of the building or facility in the building shall be stored in such area designated by the Board. The manager or such designated person must be called to arrange for the immediate disposal of such items.

8. TENANCY OCCUPATION

- a) No unit shall be occupied under a lease or tenancy agreement (oral or written) unless the tenancy is at least 3 months in duration and no more than 4 tenancies during any one year period, prior to the tenant being permitted to occupy the unit, the owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule I attached hereto, a duly executed Tenant's Undertaking and Acknowledgement in accordance with Schedule 2 attached hereto and an executed copy of an Offer to Lease and the Lease itself;
- b) In the event that the owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, and fails to comply with Section 83 of the Act, any person or persons intending to reside in the owner's unit shall be deemed a trespasser by the Corporation until and unless such person or person and the owner comply with the within rules and with the Act;
- c) Within seven (7) days of ceasing to rent his unit (or within seven (7) days of being advised that his 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) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation;
- e) No owner shall allow his tenant to sublet his unit to another tenant;
- f) 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;
- g) During the period of occupancy by the tenant, the owner shall have no right of use of any part of the common elements;
- h) The owner shall supply to the Board, his current address and telephone number during the period of occupancy by the tenant.

9. ELEVATORS AND MOVING

- a) Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose (the "service elevator") by the Board. The service elevator shall be used for the delivery of any goods, services or home furnishings where the pads to protect the elevators should be installed as determined by the manager or its staff in their sole discretion. The time and date for moving or delivery shall be fixed in advance by arrangement and reservation with the manager. The reservation shall be for a period not exceeding six (6) hours. An elevator reservation agreement in accordance with Schedule 3 attached hereto shall be signed when reserving the service elevator;
- b) Except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 8:00 p.m. Monday to Saturday inclusive and shall not take place on public holidays;
- c) A refundable security/damage 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 and signing the elevator reservation agreement;
- d) It shall be the responsibility of the owner through the person reserving the service elevator to notify the manager or superintendent and to request an inspection of the service elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the owner reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and affected 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 parties 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 elevator and any part of the common elements caused by the moving of furniture or equipment into or out of the suite or the delivery of goods, services and home furnishings or equipment into or out of the suite. The Corporation through its manager shall have the right to withhold all or part of the security/damage deposit as it deems necessary as security for partial or complete payment for any damages sustained. The Corporation shall apply all or part of the security deposit towards the cost of repairs. If the cost

of repairs should be less than the amount of the security deposit, the balance shall be returned to the owner or person reserving the service elevator. If the cost of repairs exceeds the amount of the security deposit and the owner or person reserving the service elevator still owns or resides in the building, 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 element expense and still be collected as such;

- f) During the term of the reservation and while any exterior doors are in an open condition, the owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building;
- g) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation;
- h) Upon moving from suite, the owner or occupant vacating the premises shall surrender all common element keys and any garage access devices in his possession to the manager or its staff. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered;
- i) Purchasers or tenants acquiring a unit shall register with the manager or its staff prior to the move in date at which time arrangements will be made for delivery of the common element keys and any garage access devices;
- j) Bicycles and carts shall not be taken on any elevator;
- k) Smoking is prohibited in all elevators;
- l) Rules 9 a) to e) inclusive relating to the reservation of the elevator and security deposit shall not apply during the initial move-in period prior to registration. Owners who have purchased their unit from the declarant shall not be required to provide a security deposit pursuant to Rule 9 c) for their initial move-in only.

10. PARKING

For the purpose of these Rules, "motor vehicle" means a private passenger automobile, station wagon, company van, or motorcycle as customarily understood. No motor vehicle may be parked upon any common elements.

- a) No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes;
- b) Parking is prohibited in the following areas:
 - i. fire zones;
 - ii. in front of automobile elevators;
 - iii. delivery and garbage areas; and
 - iv. roadways.
- c) No servicing or repairs shall be made to any motor vehicle, on the Common Elements without the express written consent of the Manager or the Board. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway or parking space;
- d) No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Elements, nor in any Unit other than in a designated parking space;
- e) All motor vehicles operated by Owners must be registered with the Manager. Each Owner shall provide to the Manager the licence numbers of all motor vehicles driven by residents of that Unit;
- f) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of posted speed;
- g) No person shall place, leave, park, or permit to be placed, left or parked upon the Common Elements any motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon seventy-two (72) hours' written notice from the Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is left standing in a parking space or upon the Common Elements and is unlicensed or unregistered with the Manager, the vehicle may be towed without notice to the owner and at the owner's expense;
- h) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways in a manner so as not to disturb the other Owners. 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;
- i) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without proper operating licence;
- j) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be fined or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whatsoever caused to such motor vehicle or to the Owner thereof;

- k) There is no guest or visitor parking;
- l) No motor vehicle having a propane or natural gas propulsion system shall be parked in a parking unit or the common elements;
- m) No parking units shall be used for any purpose other than to park a motor vehicle that is either a private passenger automobile, station wagon, compact van or motorcycle.

11. STORAGE/LOCKER UNITS

- a) All stored articles must be placed within individual Bicycle/Storage Unit and no storage is permitted on top of Bicycle/Storage Unit so as to conflict with fire regulations;
- b) No stores of coal, propane or natural gas tank or any combustible materials or offensive goods, provisions or materials or any food stuffs shall be stored in any Bicycle/Storage Unit.
- c) Locker Unit shall not be used as workshop areas or for any purpose other than for storage.

12. BALCONY, TERRACE AND EXCLUSIVE USE AREAS

- a) Balconies and/or terraces may be used for barbecuing provided the Declarant or developer installs the connection and the gas line for the owner. The barbecue may only have a natural gas connection installed with a "quick disconnect" by the developer and provided carbon monoxide detector(s) if required by the applicable governmental authorities;
- b) No hanging or drying of clothes is allowed on any balcony, terrace or exclusive use area;
- c) Balconies, terraces and exclusive use areas shall not be used for the storage of any goods or materials;
- d) Only seasonal furniture is allowed on balconies, terraces and exclusive use areas. All such items shall be safely secured in order to prevent such items from being blown off the balcony, terrace or exclusive use areas by high winds;
- e) No owner, occupant or tenant shall do or permit anything to be done on a balcony, terrace or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other owners, occupants or tenants;
- f) No awnings or shades shall be erected over or outside of balconies, terraces and exclusive use areas without the prior consent of the Board. The Board shall have the right to prescribe the shape, colour and material of such awnings or shades to be erected.

13. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL

No Contractor, trade or service personnel may or shall enter upon the property to perform any work or services in or about any unit (including an "exclusive use" common element area) that may or will affect the common elements or common building services unless such persons or firms are:

- a) employed directly by the Condominium Corporation; or
- b) employed by a unit owner in circumstances where the intended performance of work and/or services in or about a unit has first been approved, in writing, by the Corporation and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction; and the owner of the unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and where the unit owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the unit owner's contractor, trade or service personnel including any resulting damage to the common elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the unit owner in the same manner as common expenses.