

**THE VILLAGES OF ROSEDALE INC.**

**RULES GOVERNING THE USE OF**

**RESIDENTIAL UNITS**

**AND COMMON ELEMENTS**

**Effective Date – August 11, 2024**

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## **SECTION 1 – COMMUNITY-WIDE RULES**

**The Condominium complex is situated within an adult lifestyle community. Adult lifestyle is aimed at adults who may or may not be retired from the workforce. There are no amenities directed at young or teenage children, including no provision for public transportation to outside schools permitted within the community.**

All of the existing rules of the Corporation are hereby repealed and replaced by the following rules.

The following rules made pursuant to the *Condominium Act*, 1998, S.O. 1998, C.19 (the “Act”) and following new regulations, shall be observed by all owners (collectively, the “owners”) and any other resident(s) occupying the residential unit with the owner’s approval, including, without limitation, members of the owner’s family, tenants, guests, invitees, service suppliers, agents, and contractors.

Any losses, costs or damages incurred by a Condominium Corporation or the Villages of Rosedale Inc, as is appropriate, by reason of a breach of any rules in force from time to time by any owner, or their family, guests, visitors, tenants, service suppliers, agents or occupants of their residential unit, shall be borne and/or paid for by such owner and may be recovered by the Condominium Corporation from such owner in the same manner as common expenses.

**All requests, comments or concerns must be submitted in writing to the applicable Condominium Property Manager.**

### **1. UP-TO-DATE INFORMATION TO PROPERTY MANAGEMENT**

Immediately upon acquisition of a unit, or the renting of a unit, the new owner shall provide their Condominium Property Manager with the owner(s)’ name(s) and other information requested by the Condominium Property Manager. The owner shall keep all such information current with the Condominium Property Manager. If the unit is leased, then the owner shall fulfill its information requirements within the Corporation’s Declaration, By-Laws, and Rules and in the Act.

In addition to the above, owners shall keep the Condominium Property Manager fully advised of, and up to date with the names and relationship to the owner of every person and pet who is residing in or staying in the unit for any period of time exceeding one month; to include accurate vehicle and contact information on each resident.

### **2. CODE OF CONDUCT**

No one shall interfere with the services rendered by the Villages of Rosedale Property Management, the Condominium Corporation Property Manager, or contractors contracted by either the Villages of Rosedale Property Management or any Condominium Corporation Property Manager.

No one shall act in a manner that is deemed by the Board or management to be unmanageable, rude, disruptive, aggressive, abusive, anti-social, threatening or harassing in nature towards any

Board Members, Property Manager, Employees, Agents, invitees or contractors of Villages or management, owners and/or residents.

### 3. INDEMNIFICATION

An owner shall be made responsible for, and indemnify, hold harmless and release the Corporation, its directors, representatives and all other owners from any and all losses, costs or damages, including all legal costs on a complete indemnity basis, incurred by the Condominium Board of Directors by reason of a breach of the Act, Declaration, By-Laws, Community Rules and Policies approved by the Condominium Board of Directors, by the owner or those for whom the owner is responsible, provided the owner has been duly notified of such matters and has been given a reasonable amount of time to make remediation and restitution in a manner agreeable to the Condominium Board of Directors.

Any such losses, costs or damages suffered or incurred by the Corporation may be collected against the owner and the unit in the same manner as common expenses, including the right of the Corporation to register a Certificate of Lien against Title to the unit and sell the unit by way of power of sale.

The Clubhouse and its recreational facilities are unsupervised. All recreation facilities are used at your own risk. The Villages' Board of Directors, Agents of the Boards, employees of the Villages and voluntary supervisors are not responsible for accidents, injuries, lost or stolen property or any other damages. All users of the Clubhouse and all recreational facilities, including the golf course, shall indemnify and hold harmless the Board of Directors, Agents of the Board, employees of the Villages and voluntary supervisors from any action, cause of action or liability associated with all use of the Clubhouse and the recreational facilities.

### 4. OCCUPATION AND USE OF UNITS

All units shall be occupied and used only as a **private single family residential** dwelling and for no other purpose except as permitted according to applicable municipal zoning by-laws as amended, subject to compliance with any restriction contained in the corporation's declaration and all requirements or restrictions imposed by governmental authorities or any restrictive covenants registered against the title to the unit or the property, common elements, or assets of the corporation, or as otherwise required by the Board of Directors to the extent the Condominium Board of Directors is specifically authorized to do so by the Act.

### 5. NO TRANSIENT USE OF UNITS

No hotel, motel, Airbnb, boarding or, lodging house, house exchange transient use or time-sharing use shall be permitted. For the purposes of this rule, the term "transient use" means more than one short-term use or use of a unit for a period of less than 6 months in any period of 12 consecutive months.

## **6. INSURANCE DEDUCTIBLE**

Pursuant to Subsections 105(2) and (3) of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, then the portion of any loss that is excluded from coverage shall be deemed a common expense, provided however that if an owner, tenant or any other person residing in the owner's unit with the permission or knowledge of the owner, by or through any act or omission causes damage to such owner's unit, or to any other unit(s) whether directly or where the origin of the damage is from the owner's unit, or to any portion of the common elements whether directly or where the origin of the damage is from the owner's unit, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation or any of its directors, officers, agents or employees, then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit, together with all costs and expenses incurred by the Corporation (either directly or indirectly) in resolving such claim and/or having such damage fully rectified (including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a solicitor and client basis), and shall be recoverable from such owner in the same manner (and upon the same terms) as unpaid common expenses.

## **RULES FOR COMMUNITY WIDE AMENITIES**

In addition to these rules, there are separate and additional rules that exist relating to the use of the community wide amenities such as the clubhouse and golf course, and such rules are binding on all owners and users of these amenities. Copies of these rules are available from the Villages of Rosedale Property Management or on the Villages of Rosedale website.

## **7. REAL ESTATE ADVERTISING AND OPEN HOUSES**

It is the overall responsibility of owners to ensure that their real estate agents are aware of and abide by the rules governing advertising and open houses for the sale of their property.

### **Real Estate Advertising:**

No one shall advertise a unit for sale or for rent with an inaccurate representation of the number of legal bedrooms in the unit. All units were constructed as either 1-bedroom or 2-bedroom units, as reflected in the approved municipal plans for the community and the City of Brampton's By-law Number 3-2013. For greater certainty, there are no legal 3-bedroom units in the Villages of Rosedale community unless supported by an approved variance against the by-law from the City of Brampton.

### **Open Houses:**

No signs to advertise for sale or rent shall be placed anywhere on the property or within the community other than the OPEN HOUSE sign rules below.

The following rules are to be followed by realtors conducting an "Open House"

presentation within the Villages of Rosedale Inc community:

- a) All open house presentations are to be held on Saturday and Sunday between 1:00pm and 4:00pm only.
- b) Only one open house sign is allowed to be placed in front of the unit where the sales presentation is to be held. Only an “A” frame type signs may be used.
- c) No other open house signs are to be placed anywhere else in the Villages of Rosedale community.
- d) Each realtor may leave their information sheets concerning the unit and the location of the open house with the guard at the gatehouse located at the main south entrance at the Villages of Rosedale.
- e) No open house signs are allowed to be placed near or adjacent to the gatehouse or the Villages of Rosedale clubhouse.
- f) Open house signs may be erected on the lands adjacent to Sandalwood Parkway, subject to the City of Brampton By-Laws.
- g) Realtors failing to follow the open house rules will be required to remove all open house signs. The Condominium Corporations or their Property Manager may remove open house signs that are infringing on the rules if the realtor fails to do so within one hour of notification.

## **8. SIGNS, ADVERTISEMENTS OR NOTICES**

No sign, advertisement or notice of any kind shall be inscribed, painted, affixed, or placed on any part of the inside if visible from the outside or outside of a unit, including the areas designated as a common element, whatsoever, with the exception of security or medical alert notices. Nothing is to be posted on any corporation mailbox or notice board. Notices can only be posted on the notice board by the Condominium Property Manager or the Condominium Board of Directors.

## **9. SOLICITATION AND DOOR-TO-DOOR CANVASSING**

Solicitation or door-to-door canvassing, including the distribution of printed materials in any manner, including but not limited to, posting them on bulletin boards, notice boards or placed in mailboxes by an individual or organization is not allowed without the prior written approval of Condominium Property Manager.

## **10. GOVERNMENTAL SIGNS AND DOOR-TO-DOOR CANVASSING**

The posting of signs and door-to-door canvassing associated with either a municipal, provincial, or federal election will be allowed as provided for in the applicable government legislation or regulation and signs must be removed within 48 hours following the election.

## **11. WINDOW COVERINGS**

No owner shall affix, install, or otherwise provide anything other than plain white or off-white drapes, shutters or blinds as window covers visible from the outside of a unit.

## **12. RISK OF FIRE**

No owner shall keep anything on or within a unit or on any common element that will increase the risk of fire or the rate of fire insurance premiums on any building(s) or property.

## **13. NOISE AND NUISANCE**

No owner shall cause or allow the creation or continuation of any noise or nuisance, which in the opinion of the Condominium Property Manager or the Condominium Board of Directors, may or does disturb the comfort or peaceful enjoyment of other owners or the use of the common elements by other owners.

## **14. AUCTION AND GARAGE SALE**

No auction or garage sale or any other such similar activity shall be held either by an owner or group of owners on any property, including the common elements.

## **15. ANIMALS AND PETS**

The following conditions must be satisfied:

- a) No pet is allowed to roam free in the Villages of Rosedale.
- b) All pets must always be supervised and on a leash when outside the resident unit.
- c) All dogs and cats must wear current tags when outdoors with proper identification specifying the name and address of the owner and must have all normal current medical vaccinations and shots.
- d) A service dog is not considered a pet for the purpose of these rules provided the necessity for same is established by documentary evidence from a licensed physician of the Province of Ontario. The service dog shall comply with the same rules as pets.
- e) No cat litter or any type of animal excrement is to be flushed down the toilets.
- f) Owners are liable for any damage to the common elements, the unit and any other property or person caused by an animal being kept in the unit and shall indemnify the Corporation for any cost, loss, damage, injury, or death arising as a result thereof, including any and all legal costs on a complete indemnity basis, and the cost of cleaning, maintenance, repairs, or replacements arising with respect thereto.
- g) A dog or cat while in the common areas shall always be guided by an appropriate physical leash, not to exceed a 6-foot length. Owners are expected to exercise appropriate courtesy and restraint and retract extendable leads as necessary to

always keep their pets under control. Dogs are not permitted to encroach upon other unit properties without authorization from the owner nor are dogs tied up outside their unit permitted to encroach upon the common elements.

- h) Invisible fences are not permitted.
- i) Remote control devices are allowed for animal control off of the owner's unit as long as they are used in conjunction with the physical leash.
- j) No domesticated animal shall be kept by an owner or allowed in any portion of an area designated as a common element that is in the sole and exclusive discretion of the Condominium Board of Directors considered to be a nuisance and/or danger. The owner is to make immediate arrangements to have the domesticated animal removed from the community on a permanent basis upon receiving two weeks' written notice from the Condominium Property Manager. The Condominium Board of Directors also has the authority to require that the owner and/or resident adhere to certain conditions in order to keep their pet on the property, such as, but not limited to, requiring that the pet wear a basket muzzle at all times on the property or keeping the dog on a 6-foot leash at all times outside of their unit.
- k) The Golf Course and the Clubhouse are off limits to all pets except for service dogs.
- l) An owner, including visitors with their own domesticated animal(s), must ensure that where a domesticated animal has defecated on a designated common element or any owner's property, that all such waste is immediately removed, cleaned-up and **taken home for disposal. Dog waste is not to be deposited in waste bins on common elements.**

If the owner of a unit has repeatedly been warned for failing to properly clean-up any defecated waste, the domesticated animal involved shall be considered to be a nuisance and upon receiving two weeks written notice from the Condominium Property Manager or the Villages of Rosedale Manager, the owner is to make immediate arrangements to have the domesticated animal removed from the community on a permanent basis.

- m) Over and above the animal and pet rules described in this section, all residents and visitors must abide by the City of Brampton Animal Services By-law 201-2023.

## 16. PET GATES

- a) An owner may add a pet gate ("gate") provided written exterior change approval is received from the Condominium Property Manager prior to commencement of installation.
- b) The colour of the gate is to be in accordance with the colour codes specific to the relevant condominium corporation.
- c) The gate must be tall enough to prevent the pet from hopping over and wide enough to section off the chosen space.
- d) The pet must remain confined or be leashed while in the enclosed veranda area.
- e) The pet must always be supervised or attended to by the resident or an adult.

- f) The pet will be controlled in a manner to stop barking, aggressive behaviour or escape from the veranda area.
- g) The enclosed veranda area shall not be used as a kennel to house or accommodate the pet.
- h) The owner will rectify fully any situation where neighboring owners submit written complaints or instances of disturbance regarding the use and/or appearance of the gated area. The owner shall maintain the area in a clean and tidy manner.
- i) Should violations of the above stipulations occur, the Condominium Board of Directors and the Condominium Property Manager reserves the right to rescind the exterior change request and have the owner remove the gate. The owner shall be responsible for, and hold the Corporation harmless from all costs, damages, or injuries, including any legal costs that may arise from the removal of the gate.

## **17. EXTERIOR DECORATIONS AND LIGHTING**

An owner is allowed to have appropriate seasonal decorations installed on the exterior of their unit provided the decorations are not illuminated more than 6 weeks before the event and are removed within two weeks of the end of the seasonal event, except in the case of Christmas decorations which must be taken down by the end of February, weather permitting. In each and every instance, the Condominium Board of Directors may at its sole and exclusive discretion determine as to the appropriateness of a decoration.

## **18. MAINTENANCE OF ADDITIONS/ALTERATIONS**

All additions/alterations to the unit and common elements must be maintained by the owner. In the event of an addition/alteration not being maintained, the Condominium Property Manager shall advise in writing that repairs and/or maintenance is required. Failure to address repairs and/or maintenance may result in the Condominium Property Manager procuring appropriate repair and/or maintenance at the costs of the owner.

All owners are reminded of the obligations set out in Sections 97 and 98 of the Act. Section 98 provides that no addition, alterations, or improvement to the common elements, where the responsibility for maintenance of the common element is assumed by the owner, can be made unless, amongst other things, the Condominium Board of Directors approves them, the owner signs an appropriate agreement and this agreement is registered against title to the unit. It is important for owners to note that any addition, alteration, improvement or change to the unit must still follow the requirements set out in your Condominium Corporation's declaration, by-laws and rules and if such changes in any way or manner impact or affects the common elements, for example increased water or utilities usage, holes in a load bearing wall, changes to the exclusive common element portion of the property, then Sections 97 & 98 of the Act may still apply and the requirements therein must be followed.



## **19. CHILDREN SUPERVISION**

Children under the age of 18 are permitted to use community facilities as defined by the Shared Facilities Rules only under the supervision of the owner or residing tenant. **Assigned Caregivers/Parents are responsible for supervising and controlling the activities of the children at all times while on the common elements and acknowledge that the common facilities are not supervised.**

**Any damage caused by children to the shared facilities will be charged to the owner who is responsible for the children.**

## **20. FIREWORKS**

Firecrackers or other forms of fireworks of any type are prohibited in the Villages of Rosedale.

## **21. MOTORIZED GOLF CARTS**

- a) All golf carts are to be electric and insured under the provision of the motor vehicle statute within the Province of Ontario.
- b) The purpose of the guidelines is to ensure the personal safety and well-being of both owners and visitors alike within the community; and make certain that the owners and those who are operating a golf cart are aware of their legal responsibility and the inherent responsibility to make sure that their golf cart is being operated in a safe and responsible manner.
- c) Individuals operating a golf cart must have a valid motor vehicle permit issued by a recognized governing authority. All other prescribed conditions and limitations are also applicable.
- d) Owners of golf carts are responsible for ensuring that carts are maintained and are in good working order.
- e) No operation of golf carts is allowed after sunset unless a headlamp and taillights have been installed.
- f) Under no circumstance will golf carts be allowed to be used on residential sidewalks. All golf carts are to always give way to pedestrian traffic.
- g) Please refer to golf course rules for further details.

## **22. MOTORIZED VEHICLES AND PARKING**

With respect to parking, residents and their guests must abide by the Community Rules, which state:

- a) No motorized vehicle and/or trailer other than a licensed, operable, roadworthy, and insured private passenger vehicle or motorcycle shall be parked in any parking space, including without limitation, private driveways, visitor's parking spaces, the common element or exclusive use common element.
- b) Commercial pick-up trucks and other commercial vehicles rated at more than one-

half ton cargo capacity, are to be parked inside their respective garages with the garage door closed. No parking of these vehicles is to be allowed on an owner's driveway.

- c) No one shall place, leave, park or permit to be placed, left or parked in or upon common elements or a parking space any motor vehicle which, in the opinion of the Board or Management, may pose a security or safety risk, caused either by its length of unattended stay, its physical condition or its potential damage to the property. Upon seventy-two (72) hours' written notice from the Corporation, the Owner and/or Resident who owns the vehicle will be required to attend to or remove the vehicle as the circumstances require as directed by the Property Manager. If the Owner and/or Resident fails to remove the vehicle, it will be removed by the Corporation and any costs incurred shall be recoverable in accordance with Section 1, Item 3, Indemnification.
- d) No recreational vehicles of any kind, including, but not limited to, what are commonly referred to as "RVs", and boats shall be parked on any driveway, street, or common elements, except for the express and sole purpose of loading or unloading such vehicles and then only for a maximum time period of 24 hours.
- e) No servicing or repairs shall be made to any motor vehicle, trailer, watercraft, snowmobile, or other such equipment of any kind on the driveway or a common element.
- f) No motorized vehicle shall be driven on any part of the common elements other than on a driveway or community roadway.
- g) An owner is required to use either the driveway or garage for the parking of their personal motor vehicles and not on the common element streets. Residents are allowed to park on the street if they are visiting another resident on a different street, or if they are parked by a parkette to use the parkette.
- h) Parking on the street must not obstruct the flow of traffic.
- i) No portion of a vehicle parked in a driveway shall overhang a curb or a sidewalk.
- j) Residents and/or visitors are not allowed to be parked on a curve or anywhere you do not have a clear view for at least 400 feet in both directions.
- k) The maximum speed for all vehicles on community roadways shall be 30 km/hour.
- l) The washing of motorized vehicles may only be done where the vehicle is parked on the driveway or on the roadway directly in front of their own unit.
- m) It is understood that there are no additional parking spaces for owners in the complex and it is the intent of the corporation that owners should park on the driveway of their unit, and that there is no parking on the streets or on the common elements, even if they have obtained, or have the ability to obtain, a parking permit from the City of Brampton to park on the street.
  - i. Visitor vehicles, including commercial and service vehicles, are allowed to be parked on both sides of the cul-de-sacs except for the bulb (the turn-around) itself to allow EMS access. Vehicles are to be parked in the usual

- direction of the traffic flow.
- ii. No parking of any vehicles is allowed on any fire route or within 10 feet of fire hydrants, within 30 feet of intersections or on any other parts of the common elements, except those areas designated for parking.
  - iii. No parking is allowed on sidewalks.
  - iv. No parking is allowed on the non-sidewalk side of Golf Links Drive, Locust Drive, Jazzberry Road, Tea Rose Road, DeGasperis Trail (east/west portion) or anywhere on Via Rosedale except for service vehicles.
  - v. Street parking is not permitted during snowfalls to allow for snow clearing.
  - vi. Visitor vehicles may be parked for one night only on a street but must register the vehicle's license plate number with the clubhouse office, as soon as possible, during office hours or at the gatehouse after hours. Overnight visitor parking is restricted to a maximum of three consecutive nights with Condominium Property Manager's approval and will be monitored by the Villages of Rosedale Management for abuse.
  - vii. Registered visitor vehicles may be permitted to be parked on sidewalk side of a street or community roadway for a period of more than three days up to and not more than 14 days per calendar year/per license plate with the approval of the Condominium Property Manager. The vehicle's license plate number and a description of the vehicle are to be reported to the Condominium Property Manager.
- n) Any vehicle or trailer parked in contravention of any of these rules, the Condominium Corporation's Declaration and By-Laws or in breach of any law may be ticketed, tagged and/or towed and stored at the sole and exclusive discretion of the Condominium Corporation or the Condominium Property Manager, by a Municipal Law Enforcement Officer, at the sole risk and expense of the unit owner and the vehicle owner, including all costs related to the removal, tagging, towing and storage. Neither the Condominium Corporation, Condominium Property Manager, or any other person or entity dealing with the vehicle in any manner shall be liable for any loss or damage incurred caused to the vehicle and the property contained therein or for any cost, expense or damages suffered by the unit owner, owner of the vehicle or any other person.
- o) The enforcement protocol of the parking rules throughout the Villages of Rosedale is as follows:
- Parking enforcement patrols between the hours of 1:00am and 8:00am. Infraction to the parking rules will be processed as follows:
    - First Offence – A warning ticket will be issued
    - Second Offence – A parking ticket issued
    - Third Offence – The vehicle will be towed at the owner's expense

**The Villages of Rosedale Property Manager will be reviewing the license plate registrations on a regular basis to ensure there are no abuse of the parking rules taking place.**

Notwithstanding the parking rules described in this section, there are a few exceptions, as noted below, where infraction will not be processed:

- Parking on the street when visiting within the community between the hours of 1:00am and 8:00am.
- Single Night - parking on the street or at the Clubhouse parking when attending a function within the community and being unable to drive home afterwards.
- Multiple Nights - work being performed on your unit that prevents you from parking in your driveway. In this case, the Condominium Property Manager must be informed prior to the event.

Please note that in order to register a vehicle, for one night only, the resident must provide the Gatehouse with the license plate number of the vehicle prior to 1:00am. The Gatehouse telephone number is 289-724-9933 Ext 2.

- p) Over and above the parking rules described in this section, all residents and visitors must abide by the City of Brampton parking by-laws.

## **23. NORTH AND SOUTH GATES**

The north gate is designated for EMS and resident vehicular access only with an assigned headlamp tag. All vehicles may exit at the north gate. **Pedestrian ingress or egress is not available at the north gate.**

The south gate is designated for EMS, resident, guest vehicle and pedestrian access. Residents may enter the express lane with an assigned headlamp tag. A valid vehicle ownership with a Villages or Rosedale address is accepted proof of residency to obtain a headlamp tag. Residents may purchase headlamp tag for their family members.

The security gates/arms located at the entrances/exits of the property are electronic and close after each vehicle. Each operator of a vehicle must stop at the access point, wait until the gates/arms have fully opened prior to proceeding. No one shall tailgate another vehicle or in any way try to get through or past the gate/arm behind another vehicle without following this procedure. Each owner of a vehicle, shall release, indemnify, and hold harmless The Villages of Rosedale Inc, all the Condominium Corporations including their directors, officers, agents, shareholders, and unit owners, from and against all costs, claims, damages and/or liabilities (whether property damage or personal injuries) arising from the vehicle operator's failure to follow these and any other proper procedures.

## **24. COMMUNITY SAFETY**

The roadways are for the exclusive use of motor vehicles, motorcycles, bicycles, stand-up scooters, E-Bike, and electric mobility scooters, including registered golf carts only. However, they must have proper lighting and reflectors. Mobility assistance devices such as electric wheelchairs are allowed on sidewalks. Other means of transportation on the sidewalks and promenades require the written approval of the Villages of Rosedale Property Manager.

The use of roadways, sidewalks, parkettes and/or parking areas for sporting activities (e.g. playing street hockey, baseball, football, cricket, soccer, skateboarding, roller blades, one-wheeled powered ride-on and/or other similar devices) are not permitted. Strollers (whether baby or pet) are permitted on the common elements.

## **SECTION 2 – DETACHED, SEMI-DETACHED & TOWN HOMES**

### **1. COMMON ELEMENT AND EXTERIOR OF UNIT**

In addition to Rule 24, Section 1 - Community Safety, no fence, privacy structure, pergola, gazebo, storage shed, swimming pool, wading pool, hot tub, decorative water ponds, compost container, garbage container, garbage or recyclables, basketball nets, soccer nets, road hockey nets, sand boxes, swings, or skateboard ramps shall be permitted on any common element and/or exterior of a unit. A deck box is allowed on the rear patio, not to exceed 28-inches deep, 26-inches high and 60-inches wide.

### **2. CHANGES TO THE EXTERIOR**

An owner shall **in each and every instance prior to** making a change or alteration to the exterior characteristics of their unit, receive written approval from their Condominium Property Manager for the intended change. Failure to obtain pre-approval in writing may result in the change having to be returned to its original state/condition at the owner's expense.

Exterior renovations are permitted from 8 a.m. to dusk, Monday through Saturday, excluding statutory holidays (with the exception of emergency repairs).

### **3. LAUNDRY DRYING RACK**

A folding laundry drying rack is permitted at the rear of the property only. The drying rack cannot be visible from the front of the unit and its center must be at least 10 feet from the edge of the property. When not in use, it must be stored indoors. Laundry cannot be left on the drying rack overnight.

### **4. GARBAGE, RECYCLING, ORGANICS AND YARD WASTE**

Garbage, recycling, organics, and yard waste are to be placed at the roadside curb on days designated by the Region of Peel for pick-up. At any other time, no owner shall leave on any property, including the common elements, any large items, equipment, and garbage, including anything offensive or toxic.

All garbage, recycling, organics, and yard waste should not encroach on pedestrian sidewalks or interfere with parking or snow clearing.

The earliest carts and bags may be placed at the curb is 7:00 p.m. the night before the day the garbage is collected.

The Region of Peel Waste Management does not collect large metal appliances from the curb. Residents must refer to the Region of Peel Waste Management website for a full listing of items

residents can bring to any Community Recycling Centers (CRCs) free of charge.

## **5. PLASTIC EXTENDER TUBES**

Plastic extender tubes may be attached to the downspouts.

## **6. PROPANE TANKS**

Propane tanks must be stored standing upright in a ventilated area outside, at the rear of the unit, as stated in the Propane Storage and Handling Code by the Canadian Standards Association (CSA).

## **7. BIRD FEEDERS/BIRD BATHS**

Within the Villages of Rosedale, bird feeders/baths are not permitted, **nor is the feeding of other wildlife.**

**Only one hummingbird feeder is allowed per unit.**

## **8. STORM DOORS**

The frame of the storm door shall not exceed 3½-inches and the colour of the door frame shall be a colour that is complementary to the exterior colour scheme of the unit. The door may have a full view glass panel with an alternative screen.

**The storm door must be approved by the Condominium Property Manager in advance of proceeding with the installation.**

## **9. EXTERIOR HOME LIGHTING FIXTURES**

The approved standard for exterior lighting fixtures is an antique brass or black coach styled fixture using the same locations as were used for the original fixtures. Any change in exterior lighting fixtures is to be completed uniformly across all facades of a unit. Both the bulbs and the glass panels of the lighting fixtures are to be clear or white.

The number of exterior lighting fixtures and their location are not to be altered unless approved in advance by the Condominium Property Manager.

Pot lights are not allowed in verandah ceiling or soffits.

## **10. FRONT DOOR LOCKS**

If desired, the number (combination) type is permitted.

## 11. UNIT/GARAGE NUMBERS

### **Guidelines for Unit Number:**

- a) The household number is to be no larger than 10-inches in height.
- b) The approved standard for optional owner house numbers is brass or black numbers on a white background with or without an additional antique black décor base. Only one set of house numbers per unit is permitted.
- c) The number to be mounted directly on the brick wall within reasonable proximity of the front doorway.

### **Guidelines for Scripted Unit Numbers:**

- a) Only the first letter of each word will be capitalized (e.g. Seedhouse Road) and not so stylized that the letter is unrecognizable. The style will be cursive or script and **not** block printing. Acceptable addresses, according to the guidelines, will be the unit number plus the street name in the original language version of the official municipal name. No interpretation is allowed.
- b) Due to some long street names (e.g. Lavender Jewel Street) adding Road or Street, etc. will be optional. Road or Street can also be shortened to Rd. or St. This will be at the discretion of the applicable Condominium Property Manager and the Board of Directors so that all the houses on the street have a similar appearance.
- c) The unit number will be shown as a number and not spelled (e.g. 24 not twenty-four). The current builder unit number remains. If the owner changes the builder unit number, they must follow the guidelines outlined under the above guidelines for unit numbers (b).
- d) The only colour allowed will be black glossy or black matte.
- e) The sign will be 3D, composed of 1/4-inche acrylic which is designed for outdoor use and is UV stable. The sign should be attached to the brick using aluminum mounting hardware, which will not rust or corrode, with or without spacers. PVC signs are not acceptable. Gluing signs to the brick are unacceptable.
- f) The maximum lettering size will be 8.5-inches. Size will also be dependent on the size of the garage. All script must be centered over the garage door(s).
- g) No LED backlighting will be allowed.

### **Guidelines for Double Garages:**

- a) If two outdoor lights go over a double car garage, the lettering will be placed between the two light fixtures.
- b) If one outdoor light is over a double car garage, the lettering will be below the light fixture.



### **Guidelines for Single Car Garages:**

- a) If a driveway is not shared with a neighbour, then the address can be below the outdoor light fixture.
- b) If a driveway is shared with a neighbor, then both owners will need to agree to the address sign. (e.g., 53 Amarillo Road 51). The house number will be centered in the middle of each garage and the address will be centered between the two garages.

### **Approved Script Style Illustrations:**

As an illustration - script styles **“Carla”** from Dream Canada Signs:  
[https://dreamscanadasigns.com](https://dreamscanadasigns.com;);



As an illustration - script style **G"** from GTA Custom Homes  
<https://gtacustomhomenumbers.com>



Owners ordering a sign from any other supplier must be as close as possible to this approved style.

Example of side-by-side garage co-contribution by residents below:



## **12. MAILBOXES**

Wall mounted mailboxes must maintain the integrity of the exterior characteristics and colour scheme of the unit and be mounted on the brick wall on either side of the doorway but shall not damage the integrity of the building.

Floor model ornamental mailboxes must maintain the integrity of the exterior characteristics and colour scheme of the unit and be placed either on the porch or on the concrete walkway immediately adjacent to the porch area.

## **13. PERGOLA, GAZEBO, SHADE CANOPY, TENT, UMBRELLAS AND RETRACTABLE AWNING**

- a) A shade canopy, pergola, gazebo, or tent **is not allowed**.
- b) Collapsible umbrellas are allowed for the purpose of providing a source of temporary shade.
- c) The installation of a retractable awning is allowed provided the written approval of the Condominium Property Manager has been received prior to the awning being installed. The exterior change request to include the location of the awning is to be installed. The awning size must not exceed the size of the patio/deck. The installation should be done by a qualified professional and experienced supplier. The awning should be mounted on a bricked wall or under the overhang and in no instance shall it be mounted above the level of the eaves. The colour must be compatible with the colour scheme of the home.

## **14. ANTENNAES, AERIALS, TOWERS AND SATELLITE DISHES**

No television dipole or radio antennae, aerial, tower, or similar structure shall be erected on or fastened to a unit or installed within or on a common element.

A satellite dish or a digital antenna will be allowed provided the following guidelines are satisfied:

- a) The owner provides in advance the physical specifications of the satellite dish or the digital antennae to be installed together with an appropriate drawing or illustration showing the proposed location.
- b) Should a round styled satellite dish or digital antennae be considered, the diameter shall not exceed 24-inches.
- c) Only one satellite dish or digital antennae may be allowed to be installed on the rear or side of a unit.
- d) Prior written approval is to be received from the Condominium Property Manager.

## **15. VERANDA**

Any resurfacing of a shared veranda must be agreed upon by both parties as to colour and material used, and work must be completed at the same time. The colour scheme that was originally

assigned to the specific unit must be maintained or matched, as closely as possible, if a specific colour is not available. The request must be submitted to the Condominium Property Manager for approval prior to commencing work.

Any resurfacing of a sole standing veranda must comply with the colour scheme that was originally assigned to the specific unit and must be maintained or matched, as closely as possible, if a specific colour is not available. The request must be submitted to the Condominium Property Manager for approval prior to commencing work.

The use of any type of indoor/outdoor carpeting or similar type of fibrous material is not allowed.

The use of a scatter rug or doormat is permitted. Under no circumstances may this type of rug be glued or attached to the surface of a veranda in any manner.

The owner shall maintain the veranda in a clean and tidy manner and shall use this area only for the enjoyment of patio furniture kept thereon, and not to store any other items. Nothing is permitted to be placed on veranda steps.

## **16. VERANDA RAILINGS**

An owner may replace or add veranda railings provided written approval from the Condominium Property Manager is received prior to commencement of installation. The physical characteristics of the new railing are to be consistent with the existing railings in the condominium phase. The colour of the new railings is to be in accordance with the colour scheme or codes chosen for the specific residence.

## **17. EXTERIOR PAINTING**

The colour scheme that was originally assigned to the specific unit must be maintained or matched, as closely as possible, if a specific colour is not available. Written approval must be obtained from the Condominium Property Manager before proceeding with painting.

## **18. DRIVEWAYS**

Interlock driveways are the only standard driveways permitted in the Villages of Rosedale. The exterior change request form must be completed and approved by the Condominium Property Manager prior to any work being initiated.

Only licensed and insured private passenger vehicles and motorcycles, in good working order and repair and which do not leak any fluids shall be parked on any part of the common elements or in any parking spaces. Any damage caused by fluid leaks is the responsibility of the owner.

## **19. DRIVEWAY EDGING**

Driveway edging may be permitted provided written approval from the Condominium Property Manager is received prior to the installation being started. All edges must be gray or brown

concrete and no higher than 4-inches above the ground. Both edges of the driveway must match each other in colour and material. Any damage incurred and or additional upkeep required will be the sole responsibility of the owner. Under no circumstances shall wood or plastic edging be installed.

## **20. SOLAR TUBES**

A maximum of four solar tubes, no more than 15-inches in diameter may be installed but only one of the solar tubes can be installed at the front facing roof. Approval from the Condominium Property Manager is required prior to commencement of work.

## **21. RETAINING WALLS**

Retaining walls must not exceed 18-inches in height. Stonework must complement the colour scheme of the house. Approval from the Condominium Property Manager is required prior to commencement of work. Under no circumstances shall wood or plastic retaining, or garden edging be installed.

## **22. ROSEDALE VILLAGE FENCE**

All fences surrounding the perimeter of the Villages of Rosedale shall have no items fastened to, or touching the fence, including gardens, planters, vines, etc.

## **23. BBQ'S AND GAS LINES**

BBQ'S are permitted at the rear of the unit. Gas lines are permitted provided they run at the rear or side of the unit and meet the Fire Code and TSSA Standard (Technical Standard Safety Association).

## **24. REPLACEMENT OF WINDOWS, DOORS, AND GARAGE DOORS**

In each and every instance where the owner wishes to have existing/original windows and doors replaced, the following information is to be detailed in an exterior change request addressed to the Condominium Property Manager:

- a) **An owner must wait for the written approval of the Condominium Property Manager before confirming their purchase in order to make certain that the style of the windows/door chosen have been approved.**
- b) Detailed specifications and name of the manufacturer or supplier showing the design/colour/dimensions of the windows/doors, including samples of the material being used.
- c) A photograph or detailed drawing is to be submitted which illustrates the style and location of the mullions that will be used to match the existing style of windows.
- d) In all instances, the vinyl or aluminum material used to finish the installation is to be the same colour as the material used in fabricating the window or door.

- e) Triple glazed windows are allowed on all sides of the home but must have mullions. However, homes backing on to the perimeter fence along Sandalwood Parkway and Via Rosedale may install triple glazed windows without mullions (on the rear of the home only), as the size of certain windows will not allow the use of mullions. This exception is allowed as these homes are subject to increased traffic noise due to location.
- f) Basement window enlargements are not to exceed 30-inches by 30-inches and must be structurally reinforced or have a supporting lintel to carry weight of the bricks. Should the window be street side, it will be necessary to be surrounded with plantings. For uniformity, if there are two street side windows, both require enlargement at the same time.
- g) Windows, garage doors, front entrance doors, etc., on attached houses must match each other or be as close a match as possible for color.
- h) The dimensions of front entrance doors must match attached houses. If wheelchair/accessibility requirements are necessary special dimensions must be approved by the Condominium Corporation Property Manager and Board of Directors of the Condominium Corporation.
- i) Decorative/patterned glass inserts on front entrance doors are permitted.
- j) Decorative/patterned glass inserts on front entrance sidelights are permitted.

## **25. GARDEN ORNAMENTS**

An owner may have various materials and ornaments surrounding the exterior of their unit, provided the following criteria are satisfied:

- a) Garden ornaments, including solar lights, are permitted providing the size of the ornaments shall not exceed 30-inches in height and the number of ornaments shall not exceed the number if they were to be spaced no less than 3-feet apart. Additional lighting may be permitted to light a walkway. Ornaments are not permitted to be placed in grassed areas so as to not interfere with grass cutting.
- b) The addition of landscaping material, rocks and other such materials must be submitted to the Condominium Property Manager and written approval received before work commences.
- c) The use of crushed stone or gravel is not to be used to cover the surface of a garden area.
- d) The Condominium Board of Directors can determine whether the use of such decorative ornamentation and materials is suitable and acceptable in a particular circumstance.
- e) An owner shall under no circumstance change or make an alteration to the size of a garden, create a new garden area or plant new planting material (with the exception of flowers) located within a unit or common element without the prior written approval of the Condominium Property Manager.

## **26. HANGING FLOWER BASKETS**

The use of shepherd hooks, hanging baskets wall sconces, plaques, and window and railing boxes is allowed on the front of a unit subject to the following conditions:

- a) Wall sconces or other décor affixed to the brick shall be kept to a maximum of two. Colour to match or co-ordinate with brick colour of a unit.
- b) All planters, etc. must be properly maintained and all dead debris and planting materials must be removed on a regular basis.
- c) Most exterior porch columns are non-wood composites, and nothing is to be attached to the columns.

## **27. EXTERIOR FLAG DISPLAYS**

Owners wishing to have a flag display may do so in accordance with the following procedures and criteria:

- a) A maximum of two flags may be displayed provided that one flag is at all times the Canadian Flag and the second flag is restricted to a national or international flag.
- b) The allowed dimensions of a flag shall be approximately 3-feet by 2-feet.
- c) All flags are to be clean and in good condition.
- d) All flags are to be mounted using galvanized metal or aluminum fittings and be secured to the exterior surface of a residence.
- e) The use of other means for the display of flags, such as poles being inserted into a metal or stone base, will not be allowed.
- f) All flags must adhere to the following standard sizes: 4.5 ft x 9 ft (54" x 108") or 3 ft x 6 ft (36" x 72").

Rear patios are not to exceed the lesser of 300 square feet or 60% of the rear yard lot, and are not to be any deeper than 12-feet from the furthest protrusion of the house. The patio may not interfere with the swale. Any extensions must match the current pavers. On units that border on the perimeter fence, leniency will be allowed providing the extension does not affect any neighbours.

The owner shall maintain the rear patio in a clean and tidy manner and shall use this area only for the enjoyment of patio furniture kept thereon, and not to store any other items. Nothing is permitted to be placed on veranda steps.

Prior written approval is to be received from the Condominium Property Manager.

## **28. WOODEN DECKS**

Raised wooden decks are allowed with the prior written approval of the Condominium Property Manager following the same restriction guidelines as patios. A building permit is required by the City of Brampton if the deck is higher than 24-inches or if it is attached to the building.

**Combined patio and wooden decks may not exceed a total of 300 square feet or 60% of the rear yard lot.**

## **29. ROOFING MATERIALS**

In certain circumstances, an owner may consider making a change both in the type as well as the colour of the shingles of their unit. The owner is required to provide the Condominium Property Manager with a sample of the roofing material to be used. Where a change in colour is being considered, the colour of the roofing material should be viewed as being complementary with the colour of the various other building materials used in constructing the unit as well as the colour code for exterior painting that was also assigned to the specific unit. All such changes are to be submitted to the Condominium Property Manager for their approval prior to such work being initiated or the owner entering into a contractual agreement with a roofing contractor.

## **30. SOLAR PANELS**

Solar panels are not allowed to be installed on roofs or anywhere else in Rosedale Village.

## **31. AIR CONDITIONERS**

The air conditioner is to be installed either at the rear of your home or within the back 49% of the side of the unit. The air conditioner is to be installed as far away from your neighbor's bedroom as possible.

## **32. ELECTRIC VEHICLE CHARGING STATIONS**

EV charging stations should be installed inside the garage. Such installation must be in compliance with the Electrical Safety Authority of Ontario (ESA). An owner shall, **in each and every instance prior to** installation of an EV charging station, receive written approval from their Condominium Property Manager for the intended installation and comply with all requirements under the Act and the Regulations thereunder. Failure to obtain pre-approval, in writing, for an alteration to the common elements, may result in the change having to be returned to its original state/condition at the owner's expense.

## **33. LANDSCAPING**

No one shall harm, mutilate, destroy, or litter any of the landscaping, including decorative grasses, trees, shrubs, hedges, and perennial flowers or alter the size and shape of the flowerbeds or plant new decorative grasses, trees, shrubs, hedges, or perennial flowers without the approval of the Condominium Property Manager. Owners may plant annual flowers in the existing flowerbeds or in flowerpots/urns and planter boxes situated on any exterior veranda or patio.

In every instance where an owner receives approval to change or make an alteration to the size of a garden, create a new garden or plant new planting material, the responsibility for maintaining and repairing such an area, as well as the associated expenses, will be the responsibility of the individual owner. The owner shall maintain the said area in a clean and tidy condition. If the owner



does not maintain the area, then the Corporation will have the immediate right and authorization to enter the area and complete the necessary work on behalf of the owner. All costs incurred by the Corporation, including costs to repair any damage that may occur to any residential service such as gas, hydro, sewer, or other services, shall be the sole and exclusive responsibility of the owner. If the owner does not pay these costs, then the Condominium Property Manager shall add these amounts to the common expenses for that unit and be able to collect them as it can for any arrears of common expenses.

In addition to the above, the following should be noted:

- a) All planting materials to be in the flowerbed or garden immediately in the front of a unit are to complement existing trees and shrubs and be appropriate in type and size.
- b) Cedar hedges originally planted around the perimeter of a patio or by the owner with the prior written approval of your Condominium Property Manager are to be shaped and trimmed to a maximum height of 8-feet and maintain a 3-foot access to the patio. Any items not covered in the landscape contract, such as replacement, shall be the responsibility of the owner, should it fall under their exclusive use common element.
- c) All plantings are expected to conform to the landscaping and architectural plan of the community in terms of the type and size of the plantings being considered, taking into consideration as well the potential growth pattern and size of the plantings when mature. **There are to be no vegetable/fruit plants at the front or side of a unit.**
- d) In accordance with the Ontario Legislation, residents are permitted to grow up to four cannabis plants per unit. All plantings are to be only in the rear yard of the unit.
- e) Climbing plants are to be on a trellis and not climb directly up the house.
- f) Plantings, trellises, or arbours shall not in any instance create a visual disturbance or interfere with the access or use of lands owned or shared by others. Plantings are not to act as a privacy fence to the yard but may surround the patio providing there is a minimum of 3-foot access to patios.
- g) Owners wishing to have additional trees, evergreens or flowering shrubs are required to make application in writing to your Condominium Property Manager and in so doing provide a detailed plan showing the location of all existing plantings, including information that identifies their type, physical characteristics, and condition.
- h) It is also to be understood that the care and maintenance of the new plantings shall remain the sole responsibility of the owner unless the Condominium Board of Directors has included them in the landscape contract.
- i) An owner may choose to use a shredded type of mulch material to cover the surface of a garden. In all cases the owner shall ensure that any mulch is free from weeds and any form of pests or infestations. The owner shall be responsible for, and hold the corporation harmless from, all costs, damages, or injuries, including any legal



costs on a complete indemnity basis, to the unit, any other unit, and the common elements and assets of the corporation that may arise from any such pests or infestations.

#### **34. REAR AND FRONT YARDS FOR OWNERS ONLY**

The rear yard and front yard of each unit is part of the unit, and its use is governed by the Act and the Corporation's Declaration, By-Laws, and Rules. No other person, whether an owner or not, may enter upon the yards for any purpose without the owner(s) or occupant's permission; and no one may interfere with an owner(s) use of the yards. Exceptions to this include inspections by the Condominium Board of Directors and Condominium Property Manager, contractors under hire by the Condominium Corporation and residents of interior units needing access to their backyards for maintenance or landscaping purposes. If access is needed for a longer term, such as having a deck built, as a courtesy, the affected neighbor(s) should be advised.

## **SECTION 3 – MID-RISE CONDO BUILDINGS**

### **VEHICLES**

1. Any vehicle or trailer parked in contravention of any of these rules, the corporation's declaration and by-laws or in breach of any law may be ticketed, tagged and/or towed and stored at the sole and exclusive discretion of the corporation or the Condominium Property Manager, by a security officer, municipal police officer, or any representative of the corporation, at the sole risk and expense of the unit owner and the vehicle owner, including all costs related to the removal, tagging, towing and storage. Neither the Condominium Corporation, Condominium Property Management, the corporation's representatives or any other person or entity dealing with the vehicle in any manner shall be liable for any loss or damage howsoever caused to the vehicle and the property contained therein or for any cost, expense or damages suffered by the unit owner or owner of the vehicle or by any other person.
2. **DESIGNATED PARKING SPACE**

An owner is required at all times to park in their designated parking space and not on common elements including the visitors' parking area.

3. **FLUID LEAKS**

Only licensed and insured private passenger vehicles and motorcycles, in good working order and repair and which do not leak any fluids shall be parked on any part of the common elements or in any parking spaces. Any damage caused by fluid leaks is the responsibility of the owner. Recreational vehicles may be permitted to park for a limited time at the sole discretion of the individual Condominium Board of Directors.

4. **SERVICING AND REPAIRS**

No servicing or repairs shall be made to any motor vehicle, trailer, or other such equipment of any kind in designated parking spaces, driveways or an area known to be designated a common element. Washing of vehicles shall be permitted if there is a designated area previously approved by the Condominium Board of Directors.

5. **STORAGE**

Storage of any kind is not permitted in any parking space or exclusive use common element. Bicycles may be stored at the discretion of each Condominium Board of Directors.

## **6. PARKING UNIT RENTAL**

An owner/resident may rent their indoor parking space only to another resident within the individual building. Outdoor spaces may be rented to any resident within Rosedale Village.

## **PETS**

### **7. NUMBER OF PETS**

There shall be no more than 1 dog or 2 cats per unit or a combination of 1 dog and 1 cat and no other animals. Applicable if dog sitting and/or visiting.

### **8. SIZE RESTRICTIONS**

No pet (excluding service dogs) measuring taller than 15-inches at the shoulder is to be permitted within the building.

### **9. DISPOSAL OF CAT LITTER AND ANIMAL EXCREMENT**

No cat litter and / or animal excrement is to be disposed of loosely down the garbage chute but must be securely bagged and tied. No animal excrement is to be flushed down the toilet.

### **10. PET URINATION AND DEFECATION**

No pet is permitted to urinate or defecate within the common areas inside the building, on the lawns and gardens or within 15 feet of the perimeter of the building. Should an accident occur, it is the owner's responsibility to dispose of the waste and clean up and disinfect the area.

## **UNITS**

### **11. DOORS, DOORBELLS AND KNOCKERS**

Doorbells and Door Knockers cannot be affixed without prior approval from the Condominium Board of Directors.

No weather stripping allowed around unit entrance doors, and the tension arm on the entrance door must be engaged.

### **12. MASTER KEY**

The Corporation shall retain a master key to all locks to ALL units and exclusive use areas. No owner, resident, or tenant shall change any lock or place any additional locks on the doors to any unit or in the unit or to the garage or to any part of the common elements of which such owner, resident or tenant has the exclusive use without all such locks being on the Corporation's master key system. The master key is for the purpose of performing Corporation business only and shall not be used to permit residents or guests into units.

### **13. WATER APPARATUSES**

The sinks, toilets, showers, tubs, washing machines and other water apparatus shall not be used for purposes other than those for which they are constructed, and no sweepings, garbage, rubbish, rags, ashes, or other 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, or whose family, guests, tenant, visitors, invitees, licensees, or agents shall cause such damage.

### **14. STRUCTURAL AND FLOORING ALTERATIONS**

Owners or residents shall not make any structural or flooring alterations without prior written approval from the Condominium Property Manager.

### **15. RENOVATIONS AND REPAIRS**

Renovations and repairs to a residential unit must obtain prior written approval from the Condominium Property Manager and shall be made only during the hours of 8:00 a.m. to 6:00 p.m. Monday to Saturday excluding statutory holidays and with the exception of emergencies.

### **16. NOISE**

No noise shall be permitted to be transmitted from one residential Unit to another. If the Condominium Board of Directors determines that any noise is being transmitted to another residential Unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at their expense take such steps as shall be necessary to abate such noise to the satisfaction of the Condominium Board of Directors. If the Owner of such Unit fails to abate the noise, the Condominium Board of Directors shall take such steps, as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses thereby incurred in abating the noise; (including reasonable legal fees).

### **17. ODOURS**

Complaints of odours or smoke emanating from a unit shall be made to the Manager, or as otherwise directed by the Corporation, at the earliest opportunity.

Management and/or the Board shall verify a complaint regarding odours/smoke and the complaining owner/occupant may be required to allow the Corporation's agent to enter their unit to assess the complaint.

Once a complaint is verified, Management and/or the Board shall act as is reasonably determined, in its sole discretion, to be the best course of action. This may involve a letter to the offending unit from Property Management and may be escalated to the Corporation's solicitor, at the sole discretion of the Board.

## **18. BALCONIES**

The owner shall maintain the balcony in a clean and tidy manner and shall use this area only for the enjoyment of patio furniture kept thereon, and not to store any other items. The balcony floor shall not be painted, and no type of flooring shall be affixed thereto without the approval of the Condominium Board of Directors. Nothing is to be affixed to balcony walls, hung from the balcony ceiling or over the balcony railing to allow anything to be blown onto the ground.

## **19. BBQ'S**

Only electric barbeques are permitted, providing they do not violate the fire code and do not disturb the comfort and / or enjoyment of other units.

## **20. DISTURBANCE**

Owners or Residents shall not do, nor permit anything to be done on a balcony, or exclusive use area which does or may unreasonably disturb, annoy, or interfere with the comfort and/or quiet enjoyment of the residential Units and/or Common Elements being used by other Owners or Resident.

## **21. AWNING AND SHADES**

Awnings or shades shall not be erected over or outside of balconies, and exclusive use areas.

## **22. SELF-STANDING/ATTACHED ITEMS AND FLAGS**

Items shall not be attached to nor hung from any balcony, or exclusive use area railings or external walls. Self-standing items shall not extend beyond the exterior perimeter on any balcony, or exclusive use area such that they could fall outside the common element if dislodged. The drilling of holes or interfering with external walls, pillars and railings is prohibited. A national flag not exceeding 1 foot by 2 foot is permitted to be displayed on your balcony providing it is secured and does not extend over the balcony railing.

## **23. SWEEPING AND ITEMS THROWN FROM BALCONY**

Nothing shall be thrown or swept from any balcony, or exclusive use area, e.g. cigarette butts, water. Mops, brooms, dusters, rugs, or bedding shall not be shaken or beaten from any balcony, terrace, or exclusive use area.

## **ELEVATORS AND MOVES**

### **24. HOURS OF RESERVATION**

Elevator reservations shall be permitted only between the hours of 8:00 a.m. – 5:00 p.m. Monday through Saturday and shall not take place on Sundays or holidays.

## **25. RESERVATION PROCEDURES**

Reservations shall only be made by completing and signing a usage agreement and by leaving a refundable security/damage deposit, as determined by the Condominium Corporation from time to time, with the Condominium Property Manager.

## **PARTY ROOM RESERVATIONS**

### **26. PARTY ROOM RESERVATIONS**

Party room reservations shall only be made by completing and signing a usage agreement and by leaving a rental fee and refundable security/damage deposit, as determined by the Condominium Corporation from time to time, with the Condominium Property Manager.

Party Room rules of the corporation must be obeyed at all times (e.g. closed doors, no extension into lobby, etc.).

The reservation will only be for the hours of that date only, any set-up needed the night before is to be approved by the Condominium Board of Directors.

## **CORRIDORS, LOBBY AND OTHER COMMON ELEMENTS**

### **27. BICYCLES/SCOOTERS/SKATEBOARDS**

Bicycles/scooters/skateboards shall not be permitted within the lobby or corridors.

### **28. OBSTRUCTION OF PASSAGE**

Sidewalks, entry, passageways, hallways, walkways, and driveways used in common by the owners shall not be obstructed by any of the owners.

### **29. ERECTED AND FASTENED STRUCTURES**

No television or radio antennae, aerial, tower, satellite dish or similar structure shall be erected on or fastened to a unit or installed within or on a common element including that of which is exclusive use.

### **30. DAMAGE**

Any physical damage to the Common Elements caused by an Owner or Resident, their family, guests, visitors, service suppliers, or agents shall be repaired by arrangement and under the direction of the Condominium Board of Directors or Condominium Property Management at the cost and expense of such Owner or Resident.

### **31. DEBRIS, REFUSE AND GARBAGE**

The owner/resident shall not place, leave, or permit to be placed or left in or upon the common element including those of which he has the exclusive use, any debris, refuse or garbage and the owner/resident agrees to dispose of same in accordance with the rules of the corporation.

### **32. SMOKING**

Smoking or vaping is prohibited within common areas, including the building, elevators, and the parking garage, and within 9 meters of the building perimeter. Smoking is permitted within the unit, exclusive use balcony or the Amenity patio providing the resident takes all measurements to ensure that smoke does not emanate to another unit and/or the common elements. If the corporation receives written concern of smoke migrating to a unit or common elements, the Condominium Board of Directors may, at its sole discretion, remove the right to smoke in these areas.

Marijuana use of any kind is prohibited. Medical Marijuana is the exception but must have written medical authority and **cannot be smoked or vaped**.

## **GARBAGE DISPOSAL**

### **33. GARBAGE**

Loose garbage is not to be deposited in the garbage room or chute. All garbage must be properly bound, packaged and/or bagged to prevent mess, odors, and disintegration during its fall down the garbage chute. Recycling is to be placed in the appropriate bins within the recycling room.

Furniture to be disposed of shall be placed outside on the garbage pad Thursday evening for pickup on Friday. Large appliances, i.e.: stove, fridge, dishwasher, etc. are no longer picked up and must be disposed of by the resident along with other electric or electronic devices.

Electronics must be disposed of by residents to a proper recycling depot, and not left in the Recycling Room.

### **34. RECYCLING**

Recycling is to be placed loosely (not in bags) in the appropriate bins within the recycling room. To ensure you are using the appropriate bin, abide by the posted rules for proper recyclables. Cartons and large objects that might block the garbage chute must be deposited in the designated disposal/recycling room/area on the ground floor only. No items should be left on the exterior loading area or in the garbage or chute rooms. All boxes are to be broken down, tied, and placed neatly in the recycling room.

### **35. POTENTIAL FIRE HAZARDS**

Burning cigarettes, cigars, ashes, or other potential fire hazards shall not be thrown down the

garbage chute.

**36. HOURS OF DISPOSAL CHUTE**

Garbage shall not be placed in the disposal chute between the hours of 10:00 p.m. – 7:00 a.m.

**37. COMPACTOR ROOM**

Residents are not permitted in the compactor room at any time unless authorized by the Condominium Board of Directors.