

W.S.C.C. #346

**1770 MAIN STREET WEST
HAMILTON, ONTARIO**

**CORPORATE DOCUMENTS
RULES & REGULATIONS**

**Professionally Managed By:
TAG MANAGEMENT
Phone: (905) 333-5506
Email: mail@tagmanagement.ca**

Valley Park

Wentworth Standard Condominium Corporation 346

Definition and Guidelines

Corporation Rules

Wentworth Standard Condominium Corporation 346

VALLEY PARK CONDOMINIUMS

1770 Main Street West, Hamilton

CORPORATION RULES

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For a Condominium Corporation to be successful, it is important that all residents and their respective households be familiar with the Declaration, By-Laws and Rules of the Corporation. All owners received a copy of the Condominium Declaration and By-Laws upon closing of their purchase and receipt of the Deed of Purchase. Please review that material to ensure your understanding of the guidelines.

This document contains the Rules of our Corporation. Rules are the framework provided by the Board of Directors to assist individuals and families living at close quarters. They are not to be taken as intervention by the Board in your life style. Rather, they set out the obligations and responsibilities of each resident and the conduct you should expect from other residents in return.

Condominium living imposes certain restrictions on owners and residents. Basically these rules are designed to:

- a] Protect the owners' investment by maintaining property values.
- b] Protect the rights of persons living here, to have the quiet enjoyment of their homes. It is each resident's responsibility to respect the rights of your neighbours and to live in peace and harmony and safety.

All owners therefore are responsible for the conduct of their children, guests, pets and tenants, especially where such conduct may adversely affect others in the community. Owners must ensure that all members of their households and visitors abide by the regulations. It is the responsibility of owners to communicate and explain these rules to tenants.

In the Declaration and By-Laws, and in accordance with the condominium Act of Ontario, the Board of Directors of the Condominium Corporation is given all the rights and powers reasonably necessary for the performance of its said duties, which are as follows:

1. To manage and administer the common elements for the general benefit of all owners and tenants of units on site.
2. To collect the designated monthly maintenance fees from each owner.
3. To enforce all By-Laws, the Declaration and the Rules and Regulations.
4. To take out and maintain insurance policies for the structure. The individual owners and/or tenants are responsible for the contents of their unit and items stored in such areas of the common elements to which they have exclusive use. Individual owners are responsible for maintenance and insurance of improvements beyond the standard unit as defined by by-law 2
5. To do all things reasonably necessary for the furtherance of the objectives of the corporation.

Procedures in Cases of Infractions

We employ a Property Manager, and as the Directors do not sign-on with the intent of being volunteer "police," a letter from the Property Manager is usually the means of notifying you of an infraction. In many instances, our Manager will contact you first, before sending a letter. Should there be a tenant, the manager will contact the resident first.

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Please do not allow the Directors' decision not to deal with you on a person-to-person basis as an indication that the Board is reluctant to enforce the rules. As an owner, you have the right to expect a certain standard of conduct from your neighbours (as they have from you), and you have the responsibility to live up to the published community standards. The Board will do its best to protect your right to the "quiet enjoyment" of your home and to protect your interest in the common elements of the Condominium. Therefore in cases of infractions, the following procedures will be followed:

- 1] If you ignore or disobey a rule; you will receive an initial letter from the Property Manager reminding you of the particular rule.
- 2] If you persist in ignoring or disobeying the rule: you will receive a warning letter from the Property Manager, which will indicate that the next letter will be from the Corporation's Lawyer, at the cost of your unit.
- 3] If you do not take heed: you will receive a letter from the Corporation's lawyer indicating that continued disregard of the rule will result in legal action. You will pay the cost of this letter.
- 4] If all else fails: Our last resort will be to seek a Court Order requiring that you comply with the rule. If a Court Order is obtained, which you ignore or disobey, you will be required to reimburse the Corporation for any costs incurred because of your disregard of the rules..

If you have any questions, please do not hesitate to contact our Property manager at the Management Office.

DEFINITIONS:

Common Elements: includes everything except the interior of your dwelling unit. Exterior walls, the roof, your balcony, building hallways, entrance foyer, lobby and elevators, the maintenance rooms, locker rooms, the Party and Exercise Rooms, Guest Suite, the grounds and patio, the parking garage, driveways, visitors' parking lot are all common elements of one sort or another. Common elements are for everyone's use, except the areas designated for each unit's exclusive use (your balcony, locker and parking space).

Exclusive Use Common Elements: are the portions of the common elements as defined above, which are normally for use by you and your family alone. You alone may use them, but you do not have absolute control over them. You do not own them in the same way that you own the inside of your unit. They also fall under the Corporation's Rules and the control of the Board of Directors. The following exceptions have been made. The lock on your unit door, the screens on your windows and patio door and your outside electric receptacle plug have been deemed exclusive use, and are the responsibility of the homeowner.

General Guidelines

- a] **Annual General Meetings** are held once a year. It is imperative that either the homeowner attend or be represented by proxy, for the Board of Directors to know the collective wishes and opinions of the owners. Furthermore, it is impossible to conduct the business of the meeting without a quorum of the homeowners present in person or by proxy.

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- b] **Monthly Condominium Payments** are due on the first of each month. It is important that all money owing to the corporation is paid in on time in order for the corporation to pay financial commitments on time. Should an owner not pay the condominium fee on time, the following steps will be taken:
- (1) If fees are not paid by the 10th of the month you will receive an arrears notice which includes an administration charge of \$10.00 plus interest (Prime plus 5%) as per the Corporation by-law 1 Article IX ,4(b).
 - (2) The following month you will receive an arrears notice which will include two months of administration charges and two months of interest charges, at the rate of 15% as per the corporation By-law, Article IX 4(a).
 - (3) At the third month, you will receive a formal letter stating that if the fees are not paid by a specified date, a lien will be placed on your unit, with costs to be borne by the owner. If the full amount is not paid by the specified date as outlined in Step 3, the lien will be placed on the unit, and all legal costs will be the sole responsibility of the unit owner.
- c] **Special Assessments:** all overdue special assessments and extra maintenance charges borne by the unit are collected in the same manner as described above.
- d] **Insurance:** It is the responsibility of your corporation to provide insurance for the building. The corporation's policy covers the building, both inside and outside, as they were originally built. Homeowner's policies should cover contents, plus any improvements or betterments above the standard unit, such as wallpaper, flooring, kitchen and laundry cupboards and appliances, bathroom fixtures, carpets, etc, which may have been added to a unit. If there is any question regarding coverage responsibility, please contact your Property Manager.
- e] Please keep your Property Manager informed of any changes in the residents of the unit, whether they are new owners or new tenants.
- f] The Property Manager is available during normal business hours 9:00 AM to 5:00 PM weekdays to answer any questions and discuss concerns, at 905-575-3636 or at pmg@bellnet.ca for email. In case of emergency, call the office number at any time, and the emergency call will be paged out. Someone is available 24 hours a day for **emergencies only**. If a night, weekend or holiday emergency, please also advise a Board member as emergency technicians will need access to the building. Please feel free to contact the Manager or a Board Member for discussion regarding day to day problems.

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Corporation Rules

SECURITY

- a] All building entrance/exit doors, including vehicle entry/exit door, and doors leading from the garage into the elevator lobby or stairways shall be closed and locked at all times, and shall not be blocked open and unattended.
- b] No canvassing or soliciting will be permitted in the building at any time except by individual appointments with residents, or upon prior approval of the Board, except during Federal, Provincial and Municipal elections, when candidates or their representatives have access.
- c] No strangers, visitors, service and delivery persons shall be given access to the building by opening doors for them. Residents may only permit access via the entry phone to persons known to them or expected by them. **Emergency Personnel will contact a board member who will follow a security protocol.** For deliveries via the moving room, residents must meet the delivery persons, attend while items are brought into the moving room, close and lock the doors and accompany the delivery to the suite. When completed, residents must accompany delivery personnel back to the moving room, and close and bolt the doors after them.
- d] Owners wishing to have an open house to show their unit for sale must inform the property manager to assure that there are no possible overlapping events. Two realtors are required: one in the suite and one to take visitors from the lobby to the suite, and return. Unaccompanied visitors may not move around in the building. Tours of the building amenities must be accompanied by the realtor or agent.
- e] Residents are accountable for the building keys assigned to them, whether lost, stolen or held by family, friends, trades, health or cleaning personnel. If a building key is lost or stolen, it must be reported immediately to the Management office. Residents must not tag a building key with any information which would identify the building.
- f] Residents are accountable for the garage door opener assigned to them. If a garage door opener is lost or stolen, it must be reported immediately to the Management office.
- g] Residents including tenants, are required to inform Management if they plan to be away for more than three days. If possible, they should provide contact information. Management should also be informed if anyone has been authorized to enter the suite during the absence. Residents should also make arrangement for moving their vehicles, should the need arise during their absence. If such arrangements are not made, vehicles may be towed away at their owners' expense and the Corporation will assume no liability for damages from towing when owners have not made prior arrangements for moving their vehicles.
- h] No resident shall lend nor give an access key to the building or to the common elements, nor a garage door opener, to any person other than another resident of the unit, who is registered as such with the Management, without registering the opener and/or Key number and name and address of the recipient with Management. Tenants must return keys and garage door opener to the owner of the unit upon termination of the tenancy.
- j] No resident should let anyone into the building unless recognized by the resident, no matter what reason the person attempting to enter may give.

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- k] When using the automatic door from the entrance foyer into the lobby, please remain in the lobby until the door has closed and locked, to ensure that no one can follow you into the building.
- l] Care persons and residents may not turn off the automatic door control to leave the door open. The automatic function gives ample time for persons with limited mobility to move a wheel chair or walker through.

2. GUESTS AND VISITORS

- a] Owners are responsible and liable for the actions of their guests and visitors. After consultation with the owner or resident, any guest who violates the Rules, By-Laws, Declaration or Condominium Act may be asked to vacate the premises—under RSO 1998 T21 which defines trespass. as “anyone who engages in an activity on premises when the activity is prohibited under this Act.”

3. WATER AND PLUMBING FACILITIES

- a] Toilets and other water apparatus shall not be used for purposes other than those for which they were designed. No items shall be disposed of through the toilets, sinks, tubs or drains except those for which they were intended. Any costs resulting from damage resulting from misuse, shall be borne by the owner.
- b] Water shall not be left running unless in actual use.
- c] Owners shall be liable for all flooding damage and insurance deductibles arising from plumbing failures or water overflows from bathtubs, toilets, sinks, washing machines, dishwashers, hoses, pipes, taps, valves and other plumbing components within a unit.
- d] Repairs, Alterations and Maintenance: Owners planning alterations or major repairs which are clearly necessary repairs or upgrading or improvement to the plumbing facilities in a unit must comply with Article 3, paragraph 1E of the Declaration. All major repairs and renovations done in a unit shall be performed by properly licensed and insured tradesmen, licensed to do such work in the Province of Ontario.

4. FIRE

- a] No owner shall do or permit anything to be done in his or her unit, or keep anything therein, which will in any way increase the risk of fire, or the rate of fire insurance premiums on the building or on property therein, or obstruct or interfere with the rights of the owners or residents or in any way injure any of them, or conflict with the regulations and ordinances relating to fire, or with the regulations and ordinances of the Fire Department, or conflict with any of the rules and ordinances of the Board of Health
- b] Electric circuits must not be overloaded.
- c] No stores of combustible material or offensive goods or materials shall be kept in any residential unit, nor in any storage locker, parking space, vehicle, or balcony.

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- d] All natural Christmas trees must be disposed of following the Twelfth (12th) day after Christmas, and in accordance with the municipal instructions for disposal. Owners wishing to have natural trees are responsible for removing any debris shed in the common elements. Owners may not use lighted candles on artificial or natural trees.
- e] Owners are required by law to provide and maintain a Carbon Monoxide detector near to or in the bedrooms of the unit, according to government regulations.

5. Noise

- a] No one shall create or 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 residents.
- b] In order to ensure the comfort of other residents , radios, television, stereos, computers and musical instruments shall be kept to a volume that does not disturb other residents
- c] Any scheduled maintenance or repair work creating or likely to cause any noise or disturbance shall be permitted only within the hours of 8:00 AM to 5:00 PM, Monday to Friday.

6. IN-SUITE LIVING AND BALCONIES

- a] No commercial use which requires public access shall be permitted in any unit
- b] No hotel, boarding, lodging house, transient or time-sharing use shall be permitted in or with respect to any unit.
- c] Cooking is not permitted on balconies.
- b] Hanging or drying clothing or other laundry is not allowed on balconies.
- c] Balconies may not be used for storage.
- d] Nothing shall be placed on the outside of window sills, balconies or projections.
- e] No awning or shade shall be erected over or outside the windows or balconies, and nothing shall be attached to balcony ceilings, walls floors or railings of any unit, or any other part of the common elements, without the prior consent of the Board.
- f] No television antenna, dish, aerial, tower or similar structure and appurtenances thereto shall be erected, on, or fastened to any unit or any portion of the common elements, except by the Corporation in connection with a common television receiving system, without the prior consent of the Board.
- g] Nothing shall be thrown out of the windows, doors or off the balconies of the building. No mops, brooms, dusters, rugs, or bedding, shall be shaken from any window, door, balcony or those other parts of the common elements over which the owner has exclusive use.
- h] All balcony activities including the sweeping and washing of the balcony floors, shall be done in such

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a manner so as not to allow water, debris or materials of any kind whatsoever, to fall over the sides of the balcony floor.

- i] Owners will ensure that the water run-off drainage holes at the junction of the outside balcony wall and floor are kept unblocked and free of debris, to prevent flooding.
- j] All window dressings (drapes, blinds, louvers, shades etc.) must be compatible with the exterior of the building. No change shall be made in the colour any exterior window, door, glass or screen of a unit, except with the prior approval of the Board. All shutters and reflective window covering or other such covering of exterior doors and windows shall be uniform in colour as prescribed by the Board.
- k] Signs of any kind, including election and For Sale signs, are not permitted in windows or on the balcony of the unit or on any other common element, aside from the residents' bulletin board in the lower corridor. Such notices must be dated and signed. Management may have occasion to post building information which effects all residents, such as systems testing, shutdown, or cleaning, on the elevator notice boards.
- l] No resident shall permit an infestation of pests, insects, vermin or rodents to exist at any time in the unit. Residents shall report immediately to Management any indication of pests, insects, vermin or rodents in his/her unit, or observed elsewhere on the premises. Residents shall permit Management including pest control specialists, to enter their units for the purpose of conducting pest control, health or safety operations, including a spraying program where necessary or advisable in Management's opinion. Residents shall prepare their units in the manner prescribed by Management to facilitate such procedures, and shall cooperate fully with such procedures. Reasonable prior notice will be given by Management to residents.

7. COMMON ELEMENTS

- a] No garage sale or form of auction shall be held on the property. Signs offering items or services for sale or rent are not permitted on the common elements, except on the designated bulletin board in the lower hall, and must be signed and dated.
- b] No one shall harm, damage, mutilate, destroy, alter or litter any of the common elements, including the landscaping on the property, including grass, trees, shrubs, hedges, flowers and flower beds or containers.
- c] No building, structure or tent shall be erected anywhere on the property. No trailer or vehicle either with or without, living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements.
- d] Pipe, cigarette or cigar smoking shall not be permitted on or in the common elements which form part of the building structure, entrances and patio, except on the individual balconies of the property owners' units and in the designated smoking area in the back garden
- e] All permanently posted signs, and all notifications approved and posted by the Board of Directors, shall be complied with at all times.

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- f] All decorations, including artificial trees including those installed in the owners' units, must meet U.L.C. and C.S.A. requirements for domestic use.
- g] Nothing shall be placed or replaced in the common areas without prior Board approval.
- h] Suitable clothing and footwear must be worn in the common elements.

8. GARAGE, WALKWAYS, CORRIDORS, HALLS, LOCKERS

- a] Any person using the garage, walks, halls, or common elements must be properly attired in reasonable acceptable clothing and footwear.
- b] Parking spaces shall not be let by any owner or resident to any person or persons who are not residents of the building. Non-resident owners may not use the garage or reserved parking spaces.
- c] Sidewalks, entrances, passageways, elevators, vestibules, stairways, walkways, corridors, halls, driveways and roads (the "premises") shall not be used for any purpose other than that for which they were designed and intended and may not be used for playground activities. Owners may not store goods outside of their lockers in the locker room passageway or common area, or in their parking space. Nothing may be stored above the resident's locker on the wire netting which covers the lockers; this is a fire regulation, as items so placed may impede the function of the fire sprinkler system.
- d] No motor home or recreational vehicle (rv), camper, trailer, boat, mechanical toboggan, machinery or equipment of any kind other than a private vehicle, non-commercial truck, shall be stored or parked on any part of the common elements, including the designated parking spaces, or those portions of the common elements of which any owner has the exclusive use or ownership. A bicycle, motorcycle or motor scooter may be parked at the front of a resident's underground parking space providing that the resident's vehicle does not as a result extend past the side walls or support columns at the entry to the parking space. No motor vehicle of any kind shall be driven on any part of the common elements other than on a driveway or parking space, subject to special circumstances as approved by the Board from time to time. Repairs are not to be made to any motor vehicle of any kind on any part of the common elements.
- e] All vehicles parked on Corporation premises in residents' or visitors' parking, must be operational and display a valid license plate. Inoperable vehicles or unlicensed vehicles must be removed within a reasonable time, when so requested by Management.
- f] Owners must attend promptly to the necessary repair of any vehicle which is leaking or dripping on the garage floor or parking area asphalt. Necessary cleaning of such leakages will be billed back to the owner. Vehicles may be towed away at the owner's expense if leakage is deemed hazardous.
- g] Vehicles and bicycles shall not exceed the speed of ten (10) kilometres per hour on the premises.
- h] Bicycles must be stored in the unit owner's storage locker or on the bicycle racks provided in the garage, or at the front of the owner's garage parking slot. All ingress and egress of bicycles shall be

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effected through the “bicycle door” of the garage only. Bicycles may not be taken in the elevator or through the residential hallways of the building

- i] The use of skateboards, roller skates, and roller blades is not permitted on the premises.
- j] Shopping carts and dollies and similar devices, must be free of tar and oil to enter the building. Those belonging to the building must be returned promptly after use.

9. VISITORS' PARKING

- a] All of the above-ground parking areas, except those otherwise reserved, are for visitors' parking only. For the purpose of these Rules, a visitor shall be any person other than a resident owner or resident tenant, and those persons regularly residing with such a person.
- b] No person shall park or use a motor vehicle in contravention of these Rules. Any persons so doing shall be liable to a fine by the municipal by-law enforcement authority, and/or have their vehicle towed from the property at their own expense, in accordance with the provisions of the municipal by-laws. Neither the Board nor its agents shall be liable for any damages, costs or expenses, however caused, to any motor vehicle of a visitor, or other licensee or invitee.
- c] Handicapped Parking spaces: For ease of access to the building, the designated disabled parking spaces are in the short term parking area, at the south end of the driveway and may be used under normal visitor regulations only by vehicles authorized to park in these spaces, displaying an official handicapped permit, as approved and recognized by local by-law enforcement officers.
- d] Designated Short-Term Parking Spaces at the south end of the driveway are for the use of residents only and shall not be occupied for more than thirty minutes.
- e] Owners are asked to ensure that members of their households and visitors abide by the parking regulations in the community. Any persons contravening the Visitors' Parking Rules may be deemed a trespasser, pursuant to the provisions of the Act, R.S.O., 1990, Chapter T. 21. *Trespass to Property Act*, R.S.O., 1990, Chapter T. 21.
- f] When a guest's vehicle will be parked in the Visitors lot for longer than one overnight, a note must be placed on the dashboard identifying the suite visited, otherwise the vehicle may be towed away at the owner's expense.
- g] Owners are reminded that the visitors' lot is for visitor parking. Owners' vehicles may not be parked in the visitor spaces. Two short term resident spots are provided at the south end of the drive for owners who wish to leave a vehicle briefly. The Corporation accepts no liability for possible towing damage.
- h] Owners must advise care persons who have a handicapped permit for use when transporting a person with mobility issues, that the two handicapped spots are not for day long or night long use.

10. ELEVATORS

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- a] Elevators must not be used in the event of fire. Use the plainly marked "Exit" stairways. Owners requiring assistance will be brought outside by firemen if it should be necessary to evacuate the building. Advise Management if a change in your circumstances limits mobility or breathing, to ensure that the firemen's list is kept up to date.
- b] When summoning the elevator, do not push the up and down buttons simultaneously or consecutively, and do not block the elevator doors when open. This can result in damage to the system, to the elevators themselves and in delays for others
- c] Refer to the Moving and Deliveries Section with respect to elevator reservation.
- d] Elevators should not be held or delayed on any floor except for emergencies, or for moving and delivery purposes when the elevator should be booked through Management to be "on service," to prevent damage to the equipment. No objects which could scratch, deface or otherwise cause interior damage to any part of the elevator cab shall be placed therein without first lining the elevator with the existing wall pads, booked through Management.
- e] Repair of any damage to the doors and interior of the elevators, or to the walls, floors or ceiling of the building during any moving, loading, unloading or delivery process shall be the responsibility of the owner and/or tenant effecting or authorizing same.
- f] Furniture and large items may only be moved in the larger elevator and only with the protective pads in place. Book through Management.

11. TRASH and GARBAGE

- a] Owners shall not place, leave or permit to be placed or left in or upon the common elements, including those areas of which the owner has the exclusive use, any debris, refuse, garbage or animal waste.
- b] Refuse shall be placed in securely tied plastic bags and be placed in the trash chute. Ensure that all refuse is pushed past the fire-damper, goes down the chute and the fire-damper closes.
- c] Do not attempt to force large items of refuse into the trash chute.
- d] The trash chute may only be used between 7:00 AM and 10:00 PM, and as posted for changing the dumpster bin for pickup.
- e] Large items too large for chute, trash, waste and recyclables must not be left in the garbage chute rooms. All such trash and recyclables must be taken to the garbage room and put in the dumpster, or placed in the appropriate recycle containers.
- f] Disposal of large items such as appliances, televisions, computers, sound equipment, microwave ovens, furniture and household furnishings not included in the posted lists of recyclable materials, is the responsibility of the suite owner. The cost of disposal of any such items left in the garbage room or in the pickup area in the ramp well will be billed back to the owner

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- g] Refer to the section "Moving and Deliveries" regarding packing materials, etc.
- h] Accumulation of trash including newspapers, magazines, waste or garbage which may present a health or fire hazard is not permitted in a suite or locker.
- i] All waste must be securely bagged and tied and deposited in the dumpster. Wet garbage and pet waste must be bagged and tied in plastic bags as outlined in Section 13 Pets :[h].. Specifically marked bins are provided in the garbage room for fluorescent and energy efficient light bulbs, dead batteries, paper and cardboard, and recyclable metal and plastic.

12. MOVING AND DELIVERIES

- a] All movers and large deliveries must use the designated elevator, under the terms hereafter set forth.
- b] The Manager must be notified of all moving and large delivery arrangements to ensure that there is no conflict and that elevator pads are put up. The owner/tenant will be notified of the time and date that the elevator can be reserved and held, and the conditions under which egress and ingress may be effected in the building. Owners/tenants are responsible for meeting the delivery at the moving room, bringing the items through into the moving room, and locking the doors before proceeding to the elevator. After the items have been delivered to the owner's suite, the owner/tenant is responsible for accompanying the delivery/moving personnel back through the moving room and relocking the doors.
- c] The owner/tenant will be responsible and liable for any damage to the building and elevator during or as a result of such move, whether to person or property, and will indemnify the Corporation from any claim or liability arising therefrom.
- d] All movers and large deliveries must use the designated, basement level, delivery doors at the bottom of the ramp..
- e] No delivery or moving vehicle may obstruct the ramp or entrance/exit to the garage.
- f] Any moving debris, packing material, etc. must be removed from the premises by the moving company or by the owner.
- g] Owners are responsible for their own packing materials. If packing material is not removed from the premises at the time of the move/delivery, cartons etc. must be cut into pieces no larger than two(2) feet by three (3) feet. The cut pieces must be tied into bundles and deposited in the garbage room near or in the proper recycling container.
- h] All packaging materials from furniture and appliance deliveries must be removed from the premises by the persons making such deliveries.
- i] Liability for damage to any person, articles, or property caused by moving or carrying any article onto the Condominium Corporation's property shall be borne by the owner responsible for the presence of such articles.

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13. PETS

Pets are defined in the Corporation's Declaration in accordance with the City of Hamilton Municipal By-Laws. Pets belonging to an owner, tenant, guests or visitors are permitted under the following conditions:

- a] No pet that is deemed to interfere with the use and enjoyment of the property by any owner, or to be a nuisance or dangerous, having regard to any of the pet's features, including, but not limited to size, noise, appearance or odour, shall be kept by any owner or tenant in any unit, or in any other part of the property.
- b] All permitted pets must be leashed or caged, and all small pets must be carried by and in the company of their owners while on any part of the common elements. Owners are responsible for all damage or misbehaviour caused by their pet and the pet of their guests .or tenant
- c] In the event of an emergency such as a fire, it is the owner's responsibility to look after his/her pet.
- d] No resident may keep an animal weighing in excess of twelve (12) kilograms, unless such an animal is a specially trained service dog required by a disabled resident or visitor.
- e] Any pet belonging to a non-resident who is visiting the building shall be bound by the same rules that apply to the pets of residents,.
- f] Pets may not be exercised on the common elements. Residents must remove all pet urine and excrement voided on the common elements including the building staircases, halls and elevators, lawns, gardens, driveways and patio.
- g] Litter boxes may not be kept on balconies. Used litter, bedding and cage material must be properly bagged and deposited in the dumpster.
- h] No pet that is deemed by Management in its absolute discretion, to be a nuisance shall be kept by any owner or tenant or allowed on the common elements. Any such pet shall, within two weeks of receipt of a notice from Management, be permanently removed from the property.
- i] No feeding of wildlife is permitted on balconies or the common elements except in designated areas such as at bird feeders.
- j] Limitations: Each unit may be permitted to keep one dog or up to two cats, or two caged birds.
- k] The owner is responsible for any water damage to the unit or surrounding units from an aquarium or fish tank,.
- l] Pets are not permitted in the Guest Suite, with the exception of a service dog.

14. PARTY ROOM

- a] Owners shall make advance arrangements with the Property Manager to arrange each use of the party room for a private group function. A security deposit is required to cover any damage or cleaning costs arising from the use of the facilities for a private function. A security deposit is not required for

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functions open to all members of the building community.

- b] Owners and guests must not enter or leave the washroom through the exercise room. Access to the washrooms is via the hallway entrance only.
- c] The party room stove and refrigerators are to be used only by persons booking the party room for party use, to store or heat prepared foods brought to the party room for the event. The stove and refrigerators must be left clean after use.
- d] All perishable food must be removed from the refrigerators at the end of the event.
- e] The Party Room shall be available for occasional day use by residents without reservations or security deposit, when the room is not otherwise booked, under the terms and conditions established by the Corporation. Any trash must be disposed of in the appropriate garbage container and any glasses, plates, cutlery or utensils washed and put away and books and CDs returned to their shelves.

15. CHILDREN

- a] Children are restricted from playing in the parking garage, corridors, stairways, lobbies and paved common areas. Children shall not ride up and down the elevators unnecessarily.
- b] Children sixteen (16) years of age and under shall not use the party room, exercise room or sauna without direct adult supervision, and must be under direct adult supervision at all times when using the common areas and elements.

16. RECREATIONAL FACILITIES

Recreational facilities include the exercise room, sauna, patio and barbecue

- a] Owners and guests shall abide by the Rules and Regulations covering the use of the Recreational facilities. Failure to do so may result in suspension or revocation of privileges or such other penalties that are pursuant to the Declaration and By-Laws of the Condominium Corporation and the Act. The term "resident" shall include an owner or any other person occupying the unit with the owner's consent.
- b] Access to these facilities is available daily during designated hours by means of the Common Elements Key, but may be closed for maintenance and cleaning or such other reasons deemed necessary.
- c] Residents and guests using the facilities do so at their own risk. The Condominium Corporation shall not be liable for any injury or any loss or damage to property whatsoever sustained by such persons.
- d] Any loss, costs or damage incurred by the Corporation by reason of a breach of any Rules and Regulations, in force from time to time, by the actions of any owner, his family guests, agents or occupants of the unit, shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.

16.1 EXERCISE ROOM

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- a] The use of this facility is restricted to residents and resident guests.
- b] Due caution must be exercised when using the equipment, and all persons using the equipment do so at their own risk. Users unfamiliar with the equipment are requested to read the instructions provided in the three ring black binder on the exercise room cabinet in which each piece of equipment and its use is outlined before using any equipment.
- c] Residents and resident guests under the age of twelve (12) are not permitted to use the equipment in this facility. Residents and resident guests age twelve to sixteen may use the facility only when accompanied by an adult over sixteen years of age.
- d] Suitable attire and proper footwear suitable for the equipment and activity used, are required in the Exercise Room at all times.
- e] Food and drink are not permitted in the Exercise Room, except for covered plastic water bottles.
- f] Except for the common television in the Exercise Room, music players and radios must be of the headset variety and be kept at a minimal sound level.
- g] If residents are waiting to use a piece of equipment, please limit your use to a twenty minute maximum. This is strictly an honour system.
- h] Hours for the use of the Exercise Room are as advertised and posted.

16.2 SAUNA

- a] The use of this facility is restricted to residents and a maximum of two (2) resident guests per unit, who must be accompanied by the resident at all times.
- b] Use of the sauna is at the user's risk.
- c] A cleansing shower must be taken prior to entering the sauna.
- d] Bathing suits must be worn in the sauna at all times.
- e] Long exposure may harm the health of a user. It is recommended that elderly persons, persons with known health or medical conditions such as a heart condition, diabetes or high blood pressure, small children and pregnant women consult a physician before using the sauna. Residents are restricted to a maximum of thirty (30) minutes.
- f] Overexposure may cause fainting. Leave the sauna if nausea or dizziness occurs.
- g] Avoid using the sauna if you have taken alcohol or drugs which cause drowsiness or raise/lower blood pressure.
- h] Do not use the sauna if you are infected with a communicable disease, or you have an open sore or rash on the skin.
- i] Soap, shampoo or shaving equipment is prohibited in the sauna.

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- j] No breakable containers are permitted in the sauna.
- k] Children in the sauna under the age of sixteen (16) must be accompanied and supervised by a resident over the age of sixteen at all times.
- l] Designated hours for the sauna are as published and posted from time to time.

16.3 PATIO AREA

- a] The patio area is free for the use of all and any resident and guests, unless reserved in conjunction with the Party Room. If the Party Room is occupied, enter the patio area from the Exercise Room.
- b] Hours of Use for the patio area are 9:00 AM to 11:00 PM.
- c] Noise in this area is to be kept to an acceptable level so that residents are not disturbed. The use of radios, tape players, etc. are limited to head sets only. Microphone and loudspeaker equipment is not permitted.
- d] The patio shall be left clean and tidy, including the removal and proper disposal of any garbage and other litter.
- e] Glass containers may not be used in the patio area.
- f] Smoking is permitted only in the designated area of the back garden at least nine (9) meters from the patio and building. Smokers must provide and use an ashtray.

16.4 BARBECUE

- a] Use of the barbecue is restricted to residents and their guests, and is used at their own risk.
- b] Guests must be accompanied at all times by the resident.
- c] Hours of use for the barbecue are 9:00 AM to 11:00 PM.
- d] The barbecue is not to be used during periods of high winds.
- e] Use of the barbecue is on a first come, first served basis, with a cooking time limit of forty-five (45) minutes unless reserved in conjunction with the Party Room.
- f] Residents and guests may not use the Party Room for eating or food preparation, unless they have an exclusive Party Room booking.
- g] Users must turn off the barbecue after use, and leave the area clean and tidy. The barbecue grill surface must be cleaned with the wire brush provided, and the protective cover must be replaced when the barbecue has cooled. Clean up must include the removal and disposal of any garbage and litter.
- h] If other residents are waiting to use the barbecue, please be considerate and vacate the area promptly at the end of your cooking period.

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- i] Noise in the area is to be kept to an acceptable level so that residents are not disturbed. Radios, tape players, etc. are limited to head sets only.
- j] Glass containers may not be used in the barbecue area.
- k] The Board of Directors reserves the right to permit exclusive use of the barbecue area for in-house activities for the benefit of all residents.

17. GUEST SUITE

Owners booking the Guest Suite must book through Management and adhere to the following protocol.

- a] The suite is booked through the Management Office. Residents may book the Guest Suite for a maximum stay of seven (7) days. During occupancy, an extension of up to three (3) additional days may be booked if there are no requests in place for the suite. During that extension a final extension of up to three (3) days may be booked on the same terms. Normally the stay of any guests will be limited to seven days, in any 30 day period, with the exception that two 3-day increments may be permitted, as noted.
- b] A resident may reserve the Guest suite up to six (6) months in advance.
- c] A Charge will be levied for every day/night use of the suite in such amounts as the Board may determine, to cover a portion of the costs of cleaning, maintenance and refurbishment of the Guest Suite. Payment is due upon booking.
- d] The resident booking the suite is fully responsible for all damages, losses or liabilities caused by his guest/s. It is the responsibility of the resident booking the suite to report any damage or deficiencies to Management before taking possession of the suite. Any damage noted after the departure of guests will be the responsibility of the resident making the booking..
- e] The resident is fully responsible for payment of all guest suite charges. In the event of a cancellation, one half of the payment will be returned to the resident making the booking. The resident will provide Management with the names of the guests and contact information.
- f] Smoking in the guest suite is strictly prohibited.
- g] Normally the Guest Suite will be available for use by 3:00 PM on the first day of the reservation, and must be vacated by 11:00 AM on the final day of the reservation to permit cleaning and preparation. Failure to vacate by the deadline may result in a charge to the resident equal to the charge for one night's use of the suite.
- h] The Corporation accepts no responsibility for personal items left in the guest suite, and shall bear no responsibility for the theft, damage or destruction of any belongings of the guests.
- i] Residents may use their own bedding and bath mat.. If the suite's bedding and bath mat are used, they must be laundered and returned to the suite upon the guest leaving. A second set of bedding and

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bath mat is available in the suite chest so that the suite may be cleaned and made up quickly should there be consecutive bookings. No towels are supplied.

- j] Pets are not permitted in the guest suite, with the exception of a service dog.

18. OWNERS' RESPONSIBILITIES AND LIABILITIES

- a] Owners will be held responsible for the actions of the family members, guests, servants, lessees and invitees, and shall ensure that all such persons are familiar with the Rules in force from time to time.
- b] Any losses, costs or damages incurred by the Corporation by reasons of the breach of any Rules in force from time to time, by any resident, his/her family, guests, servants, lessees and invitees shall be borne by the owner of the residence and may be recovered by the corporation against such owner, in the same manner as common expenses.
- c] Any damages to the building, recreational facilities or other common elements by any resident his/her family, guests, servants, lessees and invitees shall be repaired at the expense of the owner of the residence. Any such costs may be recovered by the Corporation against such owner in the same manner as common expenses.
- d] An owner's rights to use the facilities in any part of the property are forfeited upon the leasing of the unit. Parking spaces may only be leased to residents.
- e] Owners are responsible for their unit and contents.
- f] Owners must maintain and repair their units. including repair after damage. Maintenance includes regular cleaning of the unit; the regular removal of garbage to prevent the accumulation of fire hazards, odours and vermin; the maintenance of drains and water traps (including weekly running of water down all drains not in regular use to maintain the water seal in the trap and obviate the entrance of sewer gasses into the suite).