

## **Rules**

The owners shall observe the following rules and regulations, and the term "owners" shall include the owner or any other person occupying the unit with the owner's approval.

1. No motor vehicle other than a private passenger automobile shall be parked in any parking space within the common elements. In these rules, the words "private passenger automobile" shall include a station wagon, passenger van or pickup truck in which the box height does not exceed four feet from the box bed.
2. No private passenger automobile which is not being used from day to day, or which is undergoing repairs or which is leaking engine or transmission fluids of any nature onto the pavement, shall be parked or located upon the common elements or any part thereof.
3. No part of the common elements shall be used for maintenance or repairs to a vehicle.
4. No motor home, trailer, tent trailer, boat, boat trailer, mechanical toboggan, recreational vehicle, snow mobile, machinery or equipment of any kind shall be parked on any part of the common elements unless approved by the Board.
5. Any vehicle parked upon any part of the common elements contrary to these rules may be removed by the Corporation or its agents at the owner's expense.
6. No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking area.
7. No one shall alter, damage, harm, mutilate, destroy or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers, flower beds, pavements, curbs fences, buildings or any other property.
8. The sidewalks, walkways, passages, driveways, lobby and corridors shall not be obstructed or used for any other purpose than ingress to and egress from the units and the parking areas within the common elements.
9. No animal, livestock or fowl of any kind other than a pet and being a maximum of two (2) dogs or two (2) cats or caged birds (pigeons not being acceptable), or tropical fish or two (2) small caged animals usually considered to be a pet shall be kept or allowed in any unit. No animal that is deemed by the Board or the Property Manager in its absolute discretion to be a nuisance shall be kept by any Owner or Tenant in any unit or on any part of the property. Any

Owner or Tenant who keeps a pet on the property or any part thereof shall, within fourteen (14) days of receipt of a written notice from the Board or manager requesting the removal of such pet from the property, remove the same forthwith. No breeding of animals for sale shall be carried on in any unit or on the property of any part thereof. Every owner shall clean up after his pet.

10. No combustible, inflammable or offensive goods, provisions or materials shall be kept on any part of the common elements.
11. No owner shall do or permit anything to be done in his unit, or bring or keep anything therein, which will in any way increase the risk of fire or the rate of fire insurance on the building or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire, or with the regulations of the Fire Department, or with any insurance policy carried by the Corporation or any owner, or conflict with any of the rules and ordinances of the Board of Health, or with any statute or Municipal by-law.
12. No parts of the common elements shall be used for the erection, placing or maintenance of incinerators, clotheslines, garbage disposal equipment, or for the disposal of rubbish, garbage or waste.
13. No television antenna, aerial, tower, satellite receiving dish or similar structure and appurtenances thereto shall be erected on or fastened to any unit or any portion of the common elements.
14. No signs, billboards, notices or other advertisements of any kind shall be placed on any part of the common elements without the prior written consent of the Corporation.
15. Water shall not be left running unless in actual use.
16. No person shall cause noise by voice or a musical instrument or sound reproduction or in any other manner whatsoever which in the opinion of the Board may disturb the comfort of the other owners and occupants.
17. No curtains, drapes, blinds, shades or other window coverings visible from the exterior of the building, which in the opinion of the Board or the manager shall be offensive or disturbing to any owner, shall be permitted.
18. No debris, refuse or garbage shall be disposed of in any manner whatsoever except into the drop chutes located in the Garbage Rooms on all floors. All animal and vegetable garbage is to be placed in properly tied polyethylene or plastic bags and likewise deposited into the drop chutes. No such polyethylene or plastic bags shall contain more than Twenty-five (25)

pounds of debris, refuse, or garbage. At no time is debris, refuse or garbage to be left on the floor of the garbage rooms. Any debris, refuse or garbage that is too large to easily fit into the drop chutes must be broken down and placed in the garbage container located outside the west side of the building on the ground floor level. Any debris, refuse or garbage that is recyclable should be placed in the recycling bins located outside of the building. Old furniture, TV sets, appliances or similar large items are not to be placed outside as garbage – it is the Owners responsibility to dispose of them in the proper manner.

19. No building, structure, awning or shed shall be erected or attached to or located on the common elements without the prior written consent of the Board.
20. Nothing shall be thrown out of the windows or doors of a unit.
21. Owners shall not overload any existing electrical circuits.
22. No auction, garage, yard or similar sale shall be held on any part of the common elements unless approved by the Board.
23. No bicycles, tricycles, barbecues or other items of personal property shall be permitted to remain on the common elements when not in use, except that barbecues and garden furniture may remain on the exclusive use patio-balcony area attached to each unit. Bicycles may be stored in the rack, which is provided for this purpose. Bicycles stored in this rack are the responsibility of the owner and should be secured with a proper locking device.
24. No person shall throw or hit a ball or similar object against the building.
25. No person shall barbecue on any part of the common elements unless approved by the Board.
26. No object of any nature other than a shade umbrella, patio or lawn furniture shall be permitted to protrude above the height of the balcony railings enclosing an exclusive use common area.
27. No person shall move, remove, touch, damage, tamper with or otherwise interfere with in any manner, any air conditioning fittings, fixtures, or equipment servicing any unit and located on the common elements.
28. Any loss, cost, damages or expense incurred by the corporation by reason of a breach of any rules regulations in force from time to time by any owner, his family, guests, servants, agents or occupants of his unit, shall be borne by such owner and may be recovered by the corporation against such owner in the same manner as common expenses.

29. No person shall skateboard or roller blade within the confines of the building, including all hallways, stairwells, the lobby or foyer.

30. All moving shall take place Monday through Saturday inclusive between the hours of 9:00 am and 9:00 pm and shall be done through the West entrance. No furniture, appliances or household effects shall be moved into or out-of the building through the Front entrance or on a Sunday without making prior arrangements with the building superintendent.

31. No more than one vehicle per unit may be parked in either the underground parking or in the above ground parking lots surrounding the building at any time. If a unit has a second vehicle it must be parked on the upper deck of the parking garage. Visitors' parking is on the upper deck of the parking garage. No parking space is assigned to a specific unit or vehicle.

### **Security**

The building is equipped with doors that automatically close and require a key to open. For the wellbeing and security of all residents please do not prop open the outer doors or otherwise thwart the security features.

### **Status Certificates**

A **Status Certificate** (previously known as an Estoppel Certificate) describes the financial and legal status of the Corporation and, in legal terms, is a signed, dated statement, which certifies that a certain statement of fact is correct as of that date. This statement prevents any later claim to a different set of facts. At the time of purchase, each owner is provided with a package containing a **Status Certificate**, which normally contains the following:

- the Declaration, By-laws, and Rules & Regulations
- names of directors
- the Certificate of Insurance
- a budget statement and most recent audit reports
- Reserve Fund status information
- common expenses and the unit's assessment expenses (if any)
- any conditions attached to the specific unit; and a statement concerning proposed additions, alterations or improvements not yet implemented.