

**H.C.C. #314**

**WALKER'S SQUARE  
3499 UPPER MIDDLE ROAD  
BURLINGTON, ONTARIO**

**CORPORATE  
DOCUMENTS  
RULES AND REGULATIONS**

**Professionally Managed By:  
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February 23, 2006

*Effectively  
April 1/06*

3499 Upper Middle Road  
Burlington, Ontario  
L7M 4T6

Dear Resident,

The relatively generic rules and regulations for Walkers Square were implemented at the time of incorporation. Since that date minor changes have been made. Although most of the residents are diligent in abiding by the governing regulations, a number of years have passed and the rules needed to be updated to better serve the needs of Walkers Square.

Most of you were provided with a copy when you moved in but they may have been misplaced or with changes in ownership over the past few years, you may not have a copy.

The Board of Directors has spent a great deal of time reviewing and revising the rules in an effort to make them applicable to the current needs of Walkers Square. There have been some minor changes as noted with the asterisks.

With the best interests of Walkers Square in mind, the Board of Directors are pleased to provide all residents with this updated version of the rules.

We trust you will agree that these updates were necessary to continue with the integrity of the building and the safety and well being of all residents.

If you have any questions or concerns, please feel free to contact the undersigned.

Yours truly,  
Wilson Blanchard Management, Inc.

Dianne Gordon  
Property Manager

**CONDOMINIUM ACT, 1998**  
**S.O. 1998, CHAPTER 19**

**SECTION 58**

**Rules**

1. **58. (1)** The board may make, amend or repeal rules respecting the use of common elements and units to,
- (a) promote the safety, security or welfare of the owners and of the property and assets of the corporation; or
  - (b) prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the corporation. 1998, c. 19, s. 58 (1).

**Rules to be reasonable**

- (2)** The rules shall be reasonable and consistent with this Act, the declaration and the by-laws. 1998, c. 19, s. 58 (2).

**Same, proposed rules**

- (3)** Rules proposed by the declarant before the registration of a declaration and description shall be reasonable and consistent with this Act, the proposed declaration and the proposed by-laws. 1998, c. 19, s. 58 (3).

**Inconsistent provisions**

- (4)** If any provision in a rule or a proposed rule is inconsistent with the provisions of this Act, the provisions of this Act shall prevail and the rule or proposed rule, as the case may be, shall be deemed to be amended accordingly. 1998, c. 19, s. 58 (4).

**Amendment by owners**

- (5)** The owners may amend or repeal a rule at a meeting of owners duly called for that purpose. 1998, c. 19, s. 58 (5).

**Notice of rule**

- (6)** Upon making, amending or repealing a rule, the board shall give a notice of it to the owners that includes,
- (a) a copy of the rule as made, amended or repealed, as the case may be;
  - (b) a statement of the date that the board proposes that the rule will become effective; and
  - (c) a statement that the owners have the right to requisition a meeting under section 46 and the rule becomes effective at the time determined by subsections (7) and (8). 1998, c. 19, s. 58 (6).

**WALKERS SQUARE**  
(HALTON CONDOMINIUM CORPORATION NO. 314)

**Rules & Regulations**  
("Community Living Standards")

### **When rule effective**

(7) Subject to subsection (8), a rule is not effective until,

(a) the owners approve it at a meeting of owners, if the board receives a requisition for the meeting under section 46 within 30 days after the board has given notice of the rule to the owners; or

(b) 30 days after the board has given notice of the rule to the owners, if the board does not receive a requisition for the meeting under section 46 within those 30 days. 1998, c. 19, s. 58 (7).

### **Same**

(8) A rule or an amendment to a rule that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose. 1998, c. 19, s. 58 (8).

### **Same, proposed rule**

(9) Despite subsection (7), a rule proposed by the declarant before the registration of the declaration and description shall be effective until it is replaced or confirmed by a rule of the corporation that takes effect in accordance with subsection (7). 1998, c. 19, s. 58 (9).

### **Compliance**

(10) All persons bound by the rules shall comply with them and the rules may be enforced in the same manner as the by-laws. 1998, c. 19, s. 58 (10).

## **SECTION 46**

### **Requisition for meeting**

1. 46. (1) A requisition for a meeting of owners may be made by those owners who at the time the board receives the requisition, own at least 15 per cent of the units, are listed in the record maintained by the corporation under subsection 47 (2) and are entitled to vote. 1998, c. 19, s. 46 (1).

### **Form of requisition**

(2) The requisition shall,

(a) be in writing and be signed by the requisitionists;

- (b) state the nature of the business to be presented at the meeting; and
- (c) be delivered personally or by registered mail to the president or secretary of the board or deposited at the address for service of the corporation. 1998, c. 19, s. 46 (2).

**Same, removal of directors**

(3) If the nature of the business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director who is proposed to be removed, the name of the director, the reasons for the removal and whether the director occupies a position on the board that under subsection 51 (6) is reserved for voting by owners of owner-occupied units. 1998, c. 19, s. 46 (3).

**Duty of board**

- (4) Upon receiving a requisition mentioned in subsection (1), the board shall,
- (a) if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the meeting to the agenda of items for the next annual general meeting; or
  - (b) otherwise call and hold a meeting of owners within 35 days. 1998, c. 19, s. 46 (4).

**Non-compliance**

(5) If the board does not comply with subsection (4), a requisitionist may call a meeting of owners which shall be held within 45 days of the day on which the meeting is called. 1998, c. 19, s. 46 (5).

**Reimbursement of cost**

(6) Upon request, the corporation shall reimburse a requisitionist who calls a meeting under subsection (5) for the reasonable costs incurred in calling the meeting. 1998, c. 19, s. 46 (6).

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## DEFINITIONS

- 1.00 The Act:**  
The Condominium Act, R.S.O. 1990, and any amendments thereto and other terms used herein shall have ascribed to them the definitions contained in the Act, unless the context herein or the definitions below otherwise require.
- 1.01 Board:**  
The duly elected Board of Directors, as well any Officers of the Corporation who have subsequently been appointed by the elected Directors.
- 1.02 Building:**  
Walkers Square located at 3499 Upper Middle Road, Burlington, Ontario.
- 1.03 Common Elements:**  
All the Corporation's property except the inside of the individual suites and the parking spaces registered on deed to the suite owner. The additional use of the term "Exclusive Use Common Element" is intended to cover any dealings with the balcony and/or patio which adjoin each suite, as well as the storage locker which has been allotted to each suite.
- 1.04 Corporation:**  
Halton Condominium Corporation No. 314 ("Walkers Square")
- 1.05 Extra Parking Spot Rental**  
Extra parking spots which are available for rental by:
- Tag Management**  
**Phone: (905) 333-5506**
- \*1.06 Gender:**  
The use of the masculine shall include the feminine.
- 1.07 Guest:**  
Any visitors to a resident of our building, the servants of a resident, or persons having business with a resident.
- 1.08 Household Pet:**  
A dog, a domestic cat, caged bird, fish or hamster.
- 1.09 Manager/Management:**  
The representative(s) of the Corporation engaged by the Board to manage the property.  
**OUR PRESENT PROPERTY MANAGEMENT COMPANY IS:**

**Tag Management**  
**1-5510 Mainway**  
**Burlington, ON L7L 6C4**



- 1.10 Non-Resident Owner:**  
An owner who does not reside in their suite or who has leased their suite to a tenant.
- 1.11 Owner:**  
The legally registered owner of the suite - as determined by the name(s) listed on the deed which has been filed with the Land Registry Office in Milton. It can also include the mortgagee when dealing with the special circumstances outlined in the Condominium Act.
- 1.12 Resident:**  
The owner or tenant who is currently residing in the suite. For purposes of these Rules & Regulations, it shall be meant to include their families.
- 1.13 Singular:**  
Shall include the plural whenever the context so requires.
- 1.14 Suite:**  
The dwelling suite of a resident as specified in the documents governing suite boundaries.
- \*1.15 Tenant:**  
A person who is leasing one of the suites; includes the tenant, their families, guests, and invitees or agents. Term can also be expanded to include resident.

## **2. RATIONALE**

- 2.00** The authority for the Board to issue rules is Section 29(1) of the Condominium Act:  
"The Board may make rules respecting the use of the Common Elements and suites or any of them to promote the safety or welfare of the owners and the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements and of other suites."
- 2.01** The Rules are intended to provide the basis for making our condominium a pleasant, safe complex in which we can all live happily, and will ensure the continuation of the high quality of our environment. Your Board has included only essential rules which take into consideration the rights and comfort of all our residents.
- 2.02** You are urged to familiarize yourself with the Rules and ensure that you, the members of your family and your guests abide by them. You will, in this way, assist your Board, its committees and the Manager in keeping your condominium a community in which we can all enjoy the facilities, have the amount of privacy each of us desires, and at the same time, have a feeling of security.

## **3. ENFORCEMENT OF RULES**

- 3.00** These amended rules and regulations, passed by the Board of Directors, extend to all present and future owners, tenants and residents of suite, their families, guests, invitees

or licensees, as provided for in Section 31 of the Act. All of the above persons shall be subject to and shall comply with the provisions of the Act, the Declaration, the By-laws and any other Rules and Regulations of the Corporation which are established from time to time.

3.01 Any loss, cost or damages incurred by the Corporation by reason of a breach of any of the Rules from time to time by any owner, his family, guests, servants, agents or occupants of his suite shall be borne solely by such owner. The Corporation will recover these losses, costs, or damages from such owner.

3.02 The Management Company and their agents are authorized to act on behalf of the Corporation to enforce the Rules.

\*3.03 Residents who are in conflict with the Rules as published by the Corporation should be dealt with by the Management Company who should take the following action when breaches of rules are referred to them:

Step 1 Contact the individual concerned by telephone or in person and request politely that the individual comply with the rule for the well-being of all residents, explaining when possible the reason for the rule.

Step 2 If Step 1 is ineffective, write a polite letter to the individual making the same point and provide a copy to the Board.

Step 3 If Step 2 is ineffective, the Management Company shall request that the Board review the case and decide whether "interim action" shall be taken prior to issuing an enforcement by order of court (in the case of an owner) or an eviction notice (in the case of a renter). **Interim action** may involve a further letter to the individual requesting compliance with the Corporation's Rules & Regulations prepared by the Management Company in consultation with the Corporation's solicitor. The Suite Owner will be solely responsible for reimbursing all of the Corporation's legal fees for use of the Corporation's solicitor in these instances. These can often amount to \$250.00 or more.

Step 4 If Step 3 is ineffective, the Board shall direct the Management Company to proceed with either court action (in the case of owners) or an eviction notice (in the case of renters) as provided for under Section 49 of the Act. The Suite Owner will be solely responsible for reimbursing all of the Corporation's legal fees for use of the Corporation's lawyer in these instances. These can often amount to a significant amount of money.

#### 4. GENERAL RULES

4.00 All Owners and Tenants are encouraged to provide the Management with:

- i) their names and home phone numbers;
- ii) The names of those who reside with them; and,
- iii) the name and home phone number of a person who has been provided with a spare key who is to be contacted in an emergency involving the electrical systems, fire, water, and so on.

- 4.01 The NO SMOKING in the interior hallway, stairwell, and elevator Common Elements of our Building requirement mandated by the **City of Burlington's By-law No. 39-1998** is to be observed by all owners, tenants, and their guest.
- 4.02 Garbage should be securely wrapped and tied (in a strong plastic bag) before it is deposited in the chute located in the refuse disposal room on each floor. Owners are encouraged to push it clear making certain that it drops down the chute.
- 4.03 No burning materials or liquids are to be placed in the chute.
- \*4.04 All recyclable refuse should be taken to the recycling room where owners are encouraged to deposit it in the appropriate containers. Cardboard boxes should be folded and bundled. This will assist in keeping the re-cycle room in a neat and sanitary condition. Removal of all large items are the responsibility of the unit owner. For direction on disposal contact the Superintendent.
- 4.05 No business solicitation or canvassing is permitted at Walkers Square unless the Board has deemed the service to be of a beneficial nature to the majority of suite owners and granted prior approval. Requests would be required to clearly indicate a specified date or dates, and a clearly specified time to avoid inconveniencing the residents.
- 4.06 Please note that Section 30 of the Act states the following as an exception to the above noted rule 4.05:
  - "No Corporation or servant or agent of a Corporation shall restrict reasonable access to the property by candidates, or their authorized representatives, for election to the House of Commons, the legislative Assembly or any office in a municipal government or school board for the purpose of canvassing or distributing election material."

## **5. COMMON ELEMENT RULES**

- 5.00 Common Element Areas shall not be obstructed by any Owners or used by them for any purpose other than for the ingress or egress to and from their respective suites.
- 5.01 The lobbies, corridors, elevators, stairways or the underground garage are not to be used as play areas. For safety reason, roller skating, bicycle riding and similar activities are prohibited anywhere inside the building or on any of the external Common Elements.
- 5.02 No one shall mutilate, destroy, alter or litter any Common Elements. Nothing shall be done to alter or change the outside appearance of the building without the approval of a majority of the Corporation's owners who attend a special meeting regarding any proposed changes.
- 5.03 Owners are not permitted to place or leave in or upon the Common Elements, including those over which the Owner has exclusive use, any debris, refuse or garbage. Owners, tenants and guests are responsible for cleaning up any spill or mess they make on the Common Elements. If they are unable to do so, they are asked to advise Management. The owner will be solely responsible for reimbursing the Corporation for the full amount of the expense required to complete the required cleanup.

- 5.04 No building, structure, or tent shall be erected and/or placed on the Common Elements, the Visitor's Parking areas, or in an owner's personal exclusive use parking space.
- 5.05 No trailer with living, sleeping, or eating accommodations or motor vehicle with living, sleeping and/or eating facilities shall be parked either in any part of the Common Elements or in an owner's personal exclusive use parking space.
- 5.06 No owner, tenant or his guest shall park any motor vehicle that may pose a safety or security risk in either their personal exclusive use parking space or upon the Common Elements.
- 5.07 An owner may park their personal recreational vehicle (boat, seadoo, snowmobile), along with its accompanying trailer, in their personal exclusive use parking space provided it does not exceed the dimensions of the space, and it does not violate Rule 5.06 with regards to posing a safety or security risk. This rule does not extend to the Corporation's Common Elements and/or Visitor's Parking areas.
- \*5.08 No commercial vehicle(s), trailer, machinery or oversized equipment of any kind shall be parked either in an exclusive use parking space or on any part of the Common Elements.
- \*5.09 Washing of motor vehicles is permitted in designated spots only.
- 5.10 No repairs (except emergencies) shall be made to a motor vehicle either in an exclusive use parking space or on the Common Elements.
- 5.11 No television antenna, satellite dish, aerial, tower or similar structure is permitted to be erected on or fastened to any of the Common Elements UNLESS the Board has granted approval to a commercial company for the purpose of providing a beneficial service to the Corporation's suite owners. This rule is intended to include the erecting on or fastening of any of these devices to any suites.
- \*5.12 No change may be made to outer surfaces of suite door without prior written consent of the Board. This includes, but is not limited to door knockers, doorbells, and kick plates.
- 5.13 Owners and/or tenants may hang seasonal wreaths on their suite doors. This Board, in its absolute discretion, may order the removal of any wreaths that are deemed to be inappropriate to the overall appearance of the Corporation and/or are offensive to other residents.
- 5.14 Balcony floor coverings shall not be cemented or otherwise fastened to concrete. Owners wishing to use one of these coverings during the spring, summer and fall seasons must use double-sided tape or any other non-damaging method to fasten them down. Owners must remove any such coverings prior to the winter season (November 15<sup>th</sup> to April 15<sup>th</sup>).
- \*5.15 No owner or tenant is permitted to change the electrical fixture that was installed by the developer on the balcony or patio without the written consent of the Board.
- \*5.16 No owner or tenant is permitted to install any structures on balconies & patios.

- 5.18 No owner or tenant is permitted to install any hanging device on their balcony. Flower trays may be placed on balconies, they must hang on the inside of the balcony handrails.
- 5.19 Only garden type seasonable furniture is permitted on balconies and patios.
- 5.20 No hanging or drying of clothes is allowed on any balcony or patio, or from any part of the Common Elements over which the Owner has exclusive use.
- 5.21 Balconies and patios are not to be used as storage areas.
- \*5.22 No owner or tenant is permitted to display any sign, realtor sign, advertisement or notice on the inside or outside of the Common Elements whatsoever. This rule is intended to include the windows of the suites.
- 5.23 No sale of goods or personal property, an auction or in-house garage sale shall be held on the Common Elements without the prior approval of the Board.

## 6. IN-SUITE LIVING RULES

- 6.00 No owner or tenant is permitted to make any alterations to a load bearing wall within any suite or a jointly shared wall located within any suite without receiving written consent from the Board of Directors.
- 6.01 No owner or tenant is permitted to make any plumbing or electrical alterations within any suite without receiving written consent from the Board of Directors.
- 6.02 Suite owners are encouraged to obtain extra insurance coverage to cover the cost of replacement for any approved alterations they make to their suites and/or its adjoining balcony or patio.
- 6.03 Owners or tenants doing major renovation work within their suite are to observe **City of Burlington Municipal By-law #82-1991**. Work of this nature is only permitted between 7:00 a.m. and 9:00 p.m. on regular weekdays, and is prohibited on Sundays and holidays.
- 6.04 Window coverings or curtains exposed to the outside shall be white, off white or a light neutral colour.
- 6.05 The creation of any nuisance or noise, caused by an instrument or other device, or otherwise, which, in the opinion of the Board disturbs the comfort and/or enjoyment of the other Owners is not permitted.
- 6.06 No owner or tenant is permitted to overload existing electrical circuits in their suites. All electrical appliances or equipment used in any suite shall comply with the applicable regulations of the Electrical Safety Code for Ontario presently in force.
- 6.07 Water shall not be left running unless in actual use. The suite owner must be home when water is being used.

- 6.08 Toilets, sinks and other water apparatus shall not be used for purposes other than those for which they were intended.

## 7. FIRE SAFETY

- 7.00 No resident shall do or permit anything to be done in his suite, or bring or keep anything therein, which will in any way:
- i) increase the risk of fire;
  - ii) conflict with the regulations of the Fire Department;
  - iii) conflict with a Statute or Municipal By-law;
  - iv) conflict with the laws relating to fire;
  - v) conflict with any insurance policy carried by the Corporation or any owner;
  - vi) increase the rate of fire insurance on any building or on the property kept therein;
- \* **No tampering with any fire equipment systems, either in-suite or on common property.**

- 7.01 The placing and/or leaving of any type or style of mats, snow boots, shoes, umbrellas, carriages, and so on in the hallways outside individual suite doors is not permitted. This rule complies with Articles 2.4.1.1(1), 2.4.1.2, and 2.7.1.7(1) of the Ontario Fire Code.

- 7.02 The storage of anything on the outside top portion of the storage locker's cage is not permitted. This rule complies with the Ontario Fire Code that requires an 18" clearance in order to permit the emergency sprinkler system to function properly.

- 7.03 Coal and propane barbecues are not permitted on patios and balconies; only electric barbecues are permitted. This rule references Article 2.1.2.2. of the Ontario Fire Code as well as Sections 9.7.2 and 9.7.3 of the Propane Installation Code CAN/CGA-B149.2-M95.

- \*7.04 The storage of combustible materials in suites or Common Elements is not permitted; natural Christmas tree or any parts thereof are not permitted in suites or Common Elements.

## 8. PARKING

- 8.00 Parking is prohibited in the following areas:
- i) designated fire routes;
  - ii) the roadway immediately in front of the steps at the main entrance;
  - iii) The loading zone (except by vehicles making deliveries and/or pickups);
  - iv) the Visitor Spot designated for a disabled person (except if clearly displaying a valid Handicap Parking Permit on their vehicle).

- 8.01 The Corporation, its agents and employees assume no responsibility for any damages or loss of personal property howsoever caused in any of the parking facilities - either the owners' personal exclusive use parking space(s) or the 'Visitor's Parking' areas.

- \*8.02 All owners and/or their tenants are solely responsible for dealing with issues related to others using their personal exclusive use parking space(s). All owners and/or their

tenants are strongly encouraged to report incidents to the Management so that potential security issues can be monitored for increased occurrences.

- 8.03 Owners may rent out their exclusive use parking space(s), HOWEVER the lessee of these spots MUST agree to comply with the Rules & Regulations regarding "Parking".
- \*8.04 Owners, tenants and guests with an exclusive use parking space shall maintain such space in a clean and tidy condition. No owner, tenant or guest shall store or leave in his parking space an object, other than his vehicle.
- 8.05 The Management shall have the authority to have residue (grease, oil, and so on) from an owner's vehicle cleaned from the floor of their exclusive use parking space if it is deemed that it may potentially cause damage to the Corporation's Common Elements. The owner will be solely responsible for reimbursing the Corporation for the full amount of the expense required to complete the required cleanup.
- \*8.06 The Visitor Parking spots are designated for the exclusive use of the guests of our building's occupants. Owners and/or tenants of our building are not permitted to park their vehicles in these Visitor Parking spots. If the spot is required for 3 days and over during a two-week period, a form must be completed and a parking spot will be assigned. If the spot is required for over a two-week period, there will be a weekly charge of \$10.00 per spot. Before the end of the third day, the vehicle must be registered with the Superintendent or Property Manager or it will be subject to tag and tow.
- 8.07 No person is permitted to park a motor vehicle in contravention of these rules, otherwise such person shall be liable to be fined by the Municipality and/or to have his vehicle towed from the property in accordance with **City of Burlington Municipal By-law #71-1983**. In either or both events, neither the Corporation nor its agents shall be liable for any damage, costs or expenses however caused to such unauthorized motor vehicle and/or to the owner thereof.

## 9. PETS

- \*9.00 No animal, reptile, fowl, or other exotic pet other than a 'household pet' as defined in the DEFINITION OF TERMS component of these Rules & Regulations are permitted on the property (1.08).
- 9.01 No breeding of any type of animal, reptile, fish fowl or exotic pet for sale shall be carried on.
- 9.02 Notwithstanding article 9.00 above, no household pet which is deemed to be a nuisance and/or to pose a danger to the safety of the other occupants or their guests shall be kept by a resident.
- 9.03 Pets must be on a leash (no longer than 6 feet in length) while in interior and/or exterior Common Elements.
- 9.04 Owners, tenants, and their guests are to ensure that they observe **City of Burlington**

**By-law #159-1992** with regards to cleaning up after their pets.

- 9.05 Owners shall be liable for any damage to the Common Elements caused by their pets, their tenant's pets, or their guest's pets. The owner will be solely responsible for reimbursing the Corporation for the full amount of the expense required to complete the required repairs and/or cleanup.

## **10. DELIVERY OF LARGE ITEMS AND/OR MOVING**

- 10.00 The Management must be provided with the time and the date that any move in or out of the building a minimum of 24 hours in advance. Owners who do not abide by this rule shall be solely responsible to the Corporation for the cost of repairing any damage caused during a move in and/or out of the building.

- 10.01 The Management must be provided with the time and the date that any resident is to receive delivery of a large item (furniture, appliances, and so on). Residents who do not abide by this rule shall be solely responsible to the Corporation for the cost of repairing any damage caused by the delivery of a large item.

- 10.02 The Manager must be given a refundable security deposit in advance by any resident who is moving or receiving a delivery. This security deposit is to protect the Corporation against any damages to the elevators or any part of the Common Elements, extra cleaning costs, or extra wages for the Superintendent's services that may occur as a result of the move or delivery taking place.

- \*10.03 The amount of this refundable security deposit shall be fixed by the Board, and reviewed from time to time for suitability. The amount of this refundable security deposit as set on September 20<sup>th</sup>, 2000 shall be \$200.00; should the repair and/or replacement costs exceed the security deposit, the owner is solely responsible to the Corporation for paying the outstanding difference.

- \*10.04 The loading zone area, and the detachable section of the front railing are to be used when moving in or out of the building, or receiving delivery of a large item (furniture, appliances, and so on), the protective mats are required in the elevator.

## **11. RENTAL OF SUITES**

- 11.00 The Corporation requires that the standard condominium tenancy lease agreement copyrighted by the Urban Development Institute be used as the minimum standard in leasing a suite. This signed lease agreement must be delivered to the Management prior to the commencement date of the tenancy, and must include the following statement (as per H.C.C. #314's Declaration):

"I \_\_\_\_\_, covenant and agreed that I, the members of my household and my guest from time to time, will in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration and the By-laws, and all rules of the Condominium Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for payment of common expenses, unless otherwise



provided by the Condominium Act."

- 11.01 In order to ensure full compliance with Section 49(6) of the Act and the Declaration, prior to entering into the lease of his suite, an owner or his agent shall provide to the Management:
- i) the tenant's name & phone number;
  - ii) The names and ages of the tenant's family intending to reside in the suite; and,
  - iii) such other information as the Board may from time to time reasonably require.

## 12. USE OF COMMUNITY ROOM

- 12.00 The Community Room is available during open hours (9:00 a.m. - 11:00 p.m.) for the quiet enjoyment of all residents, save and except those times which are reserved by the Board for exclusive use purposes.
- 12.01 No activity of any kind whatsoever where an entrance fee, admission charge or donation is expected shall be permitted in the Community Room without the specific written approval of the Board.
- 12.02 Only an owner or a tenant who is currently residing in the building may reserve the Community Room unless written permission of the Board is obtained. The owner who reserved the Community Room shall be present while it is in use, and shall maintain the level of noise and/or music at an acceptable level to ensure that the quiet enjoyment of other residents is preserved.
- 12.03 The Community Room must be cleaned and tidied up thoroughly after each use. The owner(s) using the Community Room is solely responsible for reimbursing the Corporation for the full amount of any expenses if a cleanup is required and/or any damages requiring repair and/or replacement are observed.
- 12.04 The Management or its agent, shall have the right to terminate any party or activity which violates the terms of the usage agreement or any rules and regulations relating to the use of the Community Room.

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Halton Condominium Corporation No. 314 has enacted the amended Rules and Regulations contained here within respecting the use of Common Elements and Suites to promote the safety, security or welfare of the Owners and to prevent unreasonable interference with the use and enjoyment of the Common Elements and of Suites.

**\*\*Changes as per asterisks.**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

HALTON CONDOMINIUM CORPORATION NO. 314

NOTICE OF RULES

To All Unit Owners:

- (1) Attached please find a copy of the Unit Entry Rules of Halton Condominium Corporation No. 314 (the "Unit Entry Rules"), which were duly passed by the Board of Directors (the "Board") on Oct 19, 2016.
- (2) The Board proposes that the Unit Entry Rules come into force on December 18, 2016.
- (3) Please be advised, that unit owners have a right to requisition a meeting under Section 46 of the *Condominium Act, 1998* (the "Act"). Accordingly, pursuant to Section 58(7) of the Act:
  - (a) If the Board receives a requisition within thirty (30) days of the Board giving owners notice of the Unit Entry Rules, the Unit Entry Rules will not come into force until the unit owners approve the Unit Entry Rules at a meeting of owners.
  - (b) If the Board does not receive a requisition within thirty (30) days of the Board giving owners notice of the Unit Entry Rules, the Unit Entry Rules will come into force thirty (30) days after owners are provided with notice of the same.
- (4) Furthermore, please be advised that if a rule or amendment to a rule has substantially the same purpose or effect as a rule that the owners amended or repealed within the preceding two (2) years, the rule or amendment will not come into force unless the owners approve the same at a meeting duly called for this purpose.

HALTON CONDOMINIUM CORPORATION NO. 314

on behalf of the Board of Directors:

*Bea Kovacs*  
*Carol Walmaley*  
*Robert Hesk*  
*Eleanor Dick*  
*Jean Tomblin*

Date: Nov. 16, 2016

## HALTON CONDOMINIUM CORPORATION NO. 314

### UNIT ENTRY RULES

The following Rules are made pursuant to *Condominium Act, 1998*, S.O. 1998, c. 19 (the "Act") and any amendments thereto, and shall be complied with by the Owners and Residents of Halton Condominium Corporation No. 314 (the "Corporation").

#### A. General

- 1) The terms used in these Rules shall have the same meanings prescribed to them in the Act, unless otherwise stated.
- 2) "Property Manager" shall mean the individual or company appointed by the Corporation to manage the property and the assets of the Corporation, or any agent or employee thereof. The more general term "management" shall include the Property Manager and any or all of the agents or employees working under his or her jurisdiction.
- 3) These Rules shall be observed by each Owner and Resident. The term "Owner" as used in these Rules shall mean "Owner" as defined in the Act for purposes of compliance with the Act, Declaration, By-laws and Rules and includes residents, occupants and/or tenants or licensees, their families, visitors, guests and employees or agents of any of the above.
- 4) Each of the Rules contained in this document shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of the Rules shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of the Rules. And in such event all other Rules shall continue in full force and effect as if such invalid provision had never been included herein.
- 5) The failure to take action to enforce any of the Rules contained in this document, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such Rules.
- 6) This document shall be read with all the changes of number and gender required by the context.
- 7) The headings in the body of this document form no part of the Rules, but shall be understood as inserted for convenience of reference only.
- 8) Any and all losses, costs or damages incurred by the Corporation by reason of a breach of any of these Rules by a Resident, an Owner, their family, tenant, guest,

visitor, servant and/or agent, shall be paid for by the Owner of the applicable unit and may be recovered in the same manner as common expenses.

- 9) Owners and Residents shall indemnify and save harmless the Corporation, its agents, contractors, directors, officers, managers, employees and insurers from and against any and all claims, demands, costs, damages (including damages to personal property or for personal injury), losses or liability, whether in law or in equity, arising, directly or indirectly, from or in connection with the Corporation's entry into their unit.

**B. Act**

- 1) Section 17 of the Act provides as follows:

- (1) *The objects of the corporation are to manage the property and the assets, if any, of the corporation on behalf of the owners.*
- (2) *The corporation has a duty to control, manage and administer the common elements and the assets of the corporation.*
- (3) *The corporation has a duty to take all reasonable steps to ensure that the owners, the occupiers of units, the lessees of the common elements and the agents and employees of the corporation comply with this Act, the declaration, the by-laws and the rules.*

- 2) Section 19 of the Act provides as follows:

*On giving reasonable notice, the corporation or a person authorized by the corporation may enter a unit or a part of the common elements of which an owner has exclusive use at any reasonable time to perform the objects and duties of the corporation or to exercise the powers of the corporation.*

- 3) Section 117 of the Act provides as follows:

*No person shall permit a condition to exist or carry on an activity in a unit or in the common elements if the condition or the activity is likely to damage the property or cause injury to an individual.*

**C. Declaration**

- 1) Section 3.4 of the Corporation's Declaration provides, in part, as follows:

*Rights of Entry to the Unit*

- (a) *The Corporation, or any insurer of the property, or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit at all reasonable times and upon giving reasonable*

*notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the property.*

*(b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and without notice for the purpose of repairing the Unit or the Common Elements, or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or anyone authorized by it may determine whether an emergency exists.*

*(c) If an Owner shall not be personally present to grant entry to the Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.*

...

*(d) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-Laws.*

#### **D. Keys**

- 1) Each Owner shall ensure that the locks that provide entry into their unit are compatible with the Corporation's master key system.
- 2) Any Owner who changes or replaces any locks providing entry into their unit must ensure that the new locks are compatible with the Corporation's master key system prior to installing the new locks.
- 3) If a lock that provides entry into a unit is not compatible with the Corporation's master key system, the Owner of the unit shall replace the lock with a lock that is compatible with the Corporation's master key system within two weeks of the Owner receiving a written notice from the Board of Directors or Property Management requesting the replacement of the lock. The Owner shall comply with the notice and replace the lock as directed in the notice within two weeks of their receipt of the notice.
- 4) If an Owner fails to comply as required in Rule D(3) of these Rules, the Corporation may remove the lock at issue and the Corporation shall not be held liable or responsible for any damages, costs or expenses arising from or related to same.

- 5) Each Owner shall indemnify and save harmless the Corporation against all costs, damages, claims and/or causes of action resulting from a breach of these Rules including, but not limited to, all costs, charges and expenses incurred by the Corporation to enforce these Rules and/or obtain entry into a unit as a result of any breach of these Rules. All payments made pursuant to this clause shall be deemed to be common expenses attributable to the unit and shall be recoverable against the Owner of the unit in the same manner as common expenses.

#### **E. Emergency Situations**

- 1) In emergency situations, agents of the Corporation may enter a unit at any time and without notice for any purpose related to the Corporation's objects and duties including, but not limited to, repairing a unit or common element, ensuring that there is no condition or activity within a unit that is likely to damage the property or cause injury to an individual, and/or rectifying any condition that is likely to damage the property or cause injury to an individual.
- 2) Emergency situations include, but are not limited to, the following:
  - a) Conditions or activity causing or imminently likely to cause damage or injury to property or persons;
  - b) repairs involving manifest danger to life or property, or immediately necessary for the preservation and safety of the property, or for the safety of the Owners and Residents;
  - c) repairs required to avoid the suspension of any necessary services to the property;
  - d) hazardous situations, which could cause personal injury or property damage;
  - e) situations that may expose the Corporation to the imposition of penalties, fines, imprisonment or any other substantial liability; and
  - f) any work or repairs urgently necessary for the protection and preservation of the property and any assets of the Corporation or any equipment or chattels, or to protect the Corporation from exposure to fines, penalties, imprisonment or any other substantial liability.
- 6) In emergency situations, Owners and Residents shall not do anything that could prohibit the Corporation's agents from entering any unit.
- 7) If an act or omission of an Owner or Resident prohibits the Corporation's agents from entering a unit, the Owner of the applicable unit shall indemnify and save harmless the Corporation from and against all costs, damages, claims and/or causes of action arising out of or related to the Corporation's inability to enter the unit including, but not limited to, all costs, charges and expenses incurred by the Corporation to enforce these Rules and/or obtain entry into the unit. All payments made pursuant to this

clause shall be deemed to be common expenses attributable to the unit and shall be recoverable by the Corporation against the Owner of the unit in the same manner as common expenses.

#### **F. Non-Emergency Situations**

- 1) For the purposes of these Rules, "reasonable notice" shall mean written notice of the entry provided no less than 24 hours before the time of entry, and shall state the purpose for the entry and the date and time of the intended entry.
- 2) Upon giving reasonable notice, the Corporation's agents may enter any unit at any reasonable time for any purpose related to the Corporation's objects and duties including, but not limited to:
  - (a) conducting repairs;
  - (b) conducting maintenance work;
  - (c) correcting any condition that violates the provisions of any insurance policy;
  - (d) conducting inspections for conditions that may result in property damage or loss, or personal injury;
  - (e) remedying any condition that may result in property damage or loss, or personal injury;
  - (f) conducting inspections to ensure compliance with the Act;
  - (g) conducting inspections to ensure compliance with the Corporation's Declaration, By-Laws and/or Rules; and/or
  - (h) conducting inspections to ensure compliance with the Ontario Fire Code and/or any other applicable statute or regulation related to property standards, health or safety.
- 3) Upon giving reasonable notice, agents of the Corporation may enter a unit or any part of the common elements over which an owner has exclusive use, at any reasonable time to perform the objects and duties of the Corporation or to exercise the powers of the Corporation, and no Owner or Resident shall refuse or prohibit such entry.
- 4) If an act of omission of an Owner or Resident prohibits the Corporation and/or its agents from entering a unit, the Owner of the applicable unit shall indemnify and save harmless the Corporation against all costs, damages, claims and/or causes of action resulting from said act or omission including, but not limited to, all costs, charges and expenses incurred by the Corporation to enforce these Rules, reschedule any work and/or inspection and/or to obtain entry into the unit. All payments made pursuant to this clause shall be deemed to be common expenses attributable to the applicable unit and shall be recoverable by the Corporation against the Owner of the unit in the same manner as common expenses.



- 5) Whenever entry into a unit is required for a non-emergency purpose, the following protocol shall be followed by the Corporation and the Corporation's agents:
- (a) The Corporation shall provide the Resident of the unit with reasonable notice of entry, which shall be provided in writing no less than 24 hours before the time of entry. The reasonable notice of entry shall state the purpose for the entry and the date and time of the intended entry.
  - (b) The Corporation's agents shall only enter a unit for a non-emergency purpose between the hours of 8:00 a.m. and 9:00 p.m.
  - (c) As long as reasonable notice of entry has been given, the Resident of the unit does not need to be present at the time of entry.
  - (d) An authorized agent of the Corporation (the "Agent") shall escort all contractors whenever entry into a unit is required for a non-emergency purpose.
  - (e) The Agent shall stay with the contractors at all times. (i.e. the Agent cannot stay in the living room while a contractor is in the bedroom and the Agent cannot stay in the hallway while the contractor is inside the unit.)
  - (f) The Agent and contractors are prohibited from using any washroom located in any unit.
  - (g) Contractors shall bring their own supplies and equipment and shall be prohibited from using the equipment belonging to any Resident.
  - (h) The Agent shall knock loud and clear before entering any unit.
  - (i) After unlocking a unit's door, the Agent shall announce their entry at the door.
  - (j) After entering a unit and before commencing any work, if the Agent and/or a contractor notices something that does not look or sound right, the Agent and/or the contractor shall report the situation to the Property Management for instructions before proceeding with the work.
  - (k) The Agent shall leave an entry slip on the kitchen counter of each unit entered advising of who entered the unit, the time and date of entry, the purpose for the entry and when the unit was vacated. Any special circumstances shall also be noted in the unit entry slip. A copy of the unit entry slip shall also be provided to Property Management.
  - (l) The Agent shall ensure that no debris is left behind and that all surplus materials, tools and debris belonging to a contractor has been removed. In no

event shall any paint, liquid waste such as grease, or solid debris be allowed to be disposed of in any unit's drains or garbage. Upon completion of the work in any unit, all work areas must be cleaned of any debris.

- (m) The Agent shall ensure that the unit's door is locked properly when the unit is vacated.
- (n) If there is any damage to the unit or the exclusive use common element areas, the Agent shall report same to Property Management immediately and shall provide a written report containing the details of the damage to Property Management.
- (o) If there is any irregularity in the unit (e.g. unauthorized alteration, hoarding, pests, etc.) the Agent shall report same to Property Management immediately and shall provide a written report containing the details of the irregularity to Property Management.