BELLARIA RESIDENCES TOWER IV
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS FOR YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

(the "Corporation")

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INTRODUCTION

The *Condominium Act, 1998* (the "**Act**") and the Corporation's Declaration, By-laws and Rules (hereinafter referred to, collectively, as the Corporation's "**Governing Documents**"), of which every Owner and/or Resident receives a copy, contain an appropriate regime designed to assist the Corporation to operate in a responsible manner, in the best interests of the majority of Owners and/or Residents. The Act authorizes the Board of Directors to introduce additional Rules for the same purpose.

"**Owner**" shall mean "**Owner**" as defined in the Act. For purposes of compliance with the Act and the Corporation's Governing Documents, Owners shall include any Resident of the Owner's unit, any person, animal or thing for which the Owner is responsible, including but not limited to any visitor, employee or agent of the Owner or Resident. The term "**Resident**" shall mean a tenant and/or anyone who resides in a dwelling unit within the Corporation, including an Owner.

"**Board of Directors**" and/or "**Board**" shall mean the Board of Directors of the Corporation elected pursuant to the provisions of the Act. When used herein, the term "Board" shall include the Property Manager, Concierge/Security and anyone with the written authority of the Board, as applicable.

"**Property Manager**" and/or "**Management**" shall mean the individual or company appointed by the Corporation to manage the property and assets of the Corporation, or any agent or employee thereof. If the Corporation is self-managed, the term "Property Manager" and/or "Management" shall mean the Board member(s) who performs that function.

"**Concierge**" shall mean the individual or company appointed by the Corporation to assist Management with the management of the building, including an agent or employee thereof, and the security personnel of the Corporation.

All Owners and/or Residents should be familiar with the Corporation's Governing Documents, particularly the Rules which establish the "dos and don'ts" to ensure the maximum comfort and enjoyment of all Owners and/or Residents.

At first reading, a few Owners and/or Residents may think some of the Rules are too restrictive. A moment's reflection, however, should clarify the need for restrictions if communal living is to be effective for the Owners and/or Residents.

"Smoking" shall mean but not limited to cigarettes, cigars, pipes, vaping and cannabis.

If a Rule requires an Owner and/or a Resident to obtain the approval of the Board of Directors or the Corporation, the **approval must be in writing, approved by resolution at a meeting of the Board of Directors and signed by a member of the Board of Directors**.

The Property Manager, to whom infractions of the Rules should be reported, has the full support of the Board of Directors in enforcing the Rules. The co-operation of all Owners and/or Residents in this regard will be greatly appreciated.

Any Owner/Resident who does not comply with the Act and the Governing Documents may be prohibited from using the common element facilities of the Corporation.

The following Rules shall be observed by all Owners and/or Residents.

The terms used herein shall have the same meaning as the terms in the Act.

Some of the matters contained in these Rules are also contained in the Corporation's Declaration or By-laws and are included here for information purposes.

1. ENFORCEMENT AND LIABILITY

1.1. The Rules of the Corporation shall be enforced in accordance with the terms of the Act and the Corporation's Governing Documents and upon any further terms as the Board may deem advisable, in its sole discretion, acting reasonably, from time to time.

1.2. Failure to comply with any legislation in force from time to time, whether federal, provincial or municipal, which is applicable to the property and the Owners and/or Residents, is deemed a breach of these Rules.

1.3. Should the Corporation use the oppression remedy against any Owner and/or Resident as provided for in the Act to protect the Corporation, its agents and employees and other Owners and/or Residents, it shall constitute enforcement under the Act.

1.4. Any and all losses, costs or damages, including, but not limited to, all legal fees, disbursements and taxes, incurred by the Corporation by reason of a breach of the Act and/or any provision in the Corporation's Governing Documents in force from time to time, by any Owner and/or Resident, or any person, thing or animal for whom or for which the Owner and/or Resident is responsible, shall be borne and/or paid for by the Owner and/or Resident and may be fully recovered by the Corporation against the Owner in the same manner as common expenses or as may be provided in the Act or in any other lawful manner (including an order of the Court or arbitrator directing compliance as provided for in the Act). Notwithstanding the foregoing, each Owner is ultimately liable to cover all costs incurred by the Corporation for any Resident and/or those persons or things for which the Owner is responsible.

1.5. The Corporation endeavours to protect the personal property of Owners and/or Residents, however, the Corporation, its directors, officers, employees or agents are not liable whatsoever for any damages, costs or expenses howsoever caused with respect to any personal property of the Owners and/or Residents, including, without limitation, motor vehicles, bicycles and attachments or any other personal property of the Owners and/or Residents located within the units or on the common elements.

1.6. Any reference herein to a fee to be charged by the Corporation may be changed from time to time by the Board of Directors, acting reasonably.

1.7. No one shall, upon reasonable notice, deny entry to his or her unit to the Corporation or any person authorized by the Corporation to perform the objects and duties of the Corporation.

1.8. The amount of any deposit or fee provided for in these Rules may be changed from time to time by resolution of the board.

2. HARASSMENT AND INTERFERENCE

2.1. No one shall act in a manner that is deemed by the Board or management to be unmanageable, rude, disruptive, aggressive, abusive, overtly anti-social, threatening, harassing or sexually harassing in nature towards any board members, Property Manager, employees, agents, invitees or contractors of the corporation or management, Owners and/or Residents.

2.2. No one shall interfere with, hinder or impede the Board, management or either of their employees or agents from carrying out their duties and obligations pursuant to the Act, the Corporation's Governing Documents and/or any agreement to which the Corporation is a party.

2.3. The Corporation has adopted, as a rule of the Corporation, the Workplace Violence Prevention Policy and Workplace Discrimination and Harassment Prevention Policy, a copy is available at the property manager's office.

2.4. The Corporation has adopted, as a rule of the Corporation, the Personal Information and Business Information Policy, a copy is available at the property manage's office. No one shall contravene the Personal Information and Business Information Policy.

2.5. The Corporation has adopted, as a rule of the Corporation, the Customer Service Accessibility Plan Policy, a copy is available at the property manager's office. No one shall contravene the Customer Service Accessibility Plan Policy.

3. NOISE AND DISTURBANCES

3.1. No one shall create or permit the creation or continuation of any excessive noise or nuisance which, in the opinion of the Board or the Property Manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other Owners and/or Residents.

3.2. No repairs, hammering, drilling, or any other related activity which creates noise or disturbs in any way other Owners and/or Residents will be permitted except between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday. No repairs shall take place on Saturdays, Sundays and statutory holidays.

3.3. No radios, iPods, laptops, portable video games, DVD players and similar devices shall be used by Owners and/or Residents in or on the common areas except with earphones and at a volume which no other person can hear, unless specifically provided to the contrary in these Rules.

3.4. No excessive noise is permitted at all between the hours of 5:00 p.m. and 9:00 a.m. any day of the week.

3.5. If the Corporation receives complaints about noise emanating from a unit, the Board may, after being reasonably satisfied with the legitimacy of the complaints, require the Owner and/or Resident to take steps to eliminate the noise or nuisance. Owners and/or Residents will take whatever steps are requested by the Corporation, acting reasonably, to eliminate the noise or nuisance at the Owner's sole cost and expense.

3.6. Children are not allowed to run through any resident hallways or common areas and cause what is deemed by Management or the Board of Directors to be a disturbance.

4. EMERGENCY PROCEDURES

4.1. In the event of any occurrence which requires emergency repair and/or cleanup and/or removal of items from a unit so that the Corporation can carry out required repairs, or prevent damage to property, where an Owner and/or Resident is not available to remove his/her personal belongings and/or upgrades, betterments or improvements and/or refuses to do so immediately, the Corporation shall, as part of its obligations to maintain and repair the common elements of the Corporation and to mitigate damage where possible, remove from a unit the Owner's and/or Resident's personal belongings, upgrades, betterments and/or improvements that are required to be removed for that purpose, or for the protection of the items themselves. All costs incurred by the Corporation will be recovered from the individual responsible and/or the Owner of the Unit and any costs incurred shall be recoverable in accordance with Rule 1.4.

4.2. In the event of any occurrence where hazardous substances may be involved which may pose a health risk to Owners and/or Residents, and emergency repair and/or clean up and removal of items from the unit is required so that the Corporation can carry out repairs, or prevent damage to property, the Corporation, not the Owner or Resident shall, as part of its obligations to maintain and repair the common elements of the Corporation and to mitigate damage where possible, remove from a unit the Owner's and/or Resident's personal belongings, upgrades, betterments and/or improvements that are required to be removed for that purpose, or for the protection of the items themselves. All costs incurred by the Corporation will be recovered from the individual responsible and/or the Owner of the unit and any costs incurred shall be recoverable in accordance with Rule 1.4.

4.3. In the event of any hoarding in a unit which may pose a health or risk of personal injury to Owners and/or Residents or potential risk of damage to the property or assets of the Corporation and the Owners and/or Residents fail to clean up and remove items upon notice to do so, the Corporation may enter the unit to complete the work necessary to carry out these obligations on behalf of the Owners and/or Residents. All costs incurred by the Corporation will be recovered from the Owner and/or the Resident of the unit in which the Owner and/or Resident resides, and any costs insured shall be recoverable in accordance with Rule 1.4.

4.4. Any residents requiring special assistance should register with management to ensure their safety.

5. KEYS

5.1. The Corporation shall retain master keys to all units. The master key is only to be used by Security and Management to allow emergency personnel into the unit(s), or for scheduled maintenance by the Corporation. Use of master key IS NOT PERMITTED in order to give access to residents that have misplaced their personal key.

5.2. No one may change or re-key the lock or locks of a unit entry door (or door leading to the exclusive use common elements) without all such locks being on the Corporation's master key system.

5.3. Chain locks on unit doors are not permitted.

5.4. Owners and/or Residents taking occupancy of a unit must register with the Property Manager of the Corporation prior to moving in.

5.5. Additional parking access fobs are issued by Management (one per Parking Space). The cost for replacement of a lost or stolen access fob is $100.00, payable by cheque to the Corporation. Additional grey fobs can be purchased from Management, at a cost of $50.00 per fob, payable by cheque to the Corporation.

6. THE CONCIERGE

6.1. The Concierge and other security personnel have the authority to act on behalf of the Board to enforce the Act and the Corporation's Governing Documents. The authority of the Concierge and other security personnel includes the right to restrict anyone from using the facilities.

6.2. The Concierge desk is staffed twenty-four (24) hours per day, seven (7) days per week. Employees of the Corporation who are in attendance at the desk from time to time shall be deemed to be the acting Concierge.

6.3. Only the Concierge, Property Manager and other authorized employees of the Corporation or Management are authorized to operate the Concierge desk controls.

6.4. Neither the Concierge nor the Corporation are responsible for any delivered goods or personal property that is left in the common elements or at the Concierge desk. All food deliveries must be picked up by the residents in the lobby. No food delivery personnel are allowed to deliver to the units.

6.5. No keys can be accepted by the Concierge.

6.6. No c.o.d.'s can be accepted by the Concierge.

6.7. Visitors shall identify themselves [through the speaker system] to the Concierge personnel before entering the building, stating their names and the unit they are visiting. The Concierge personnel will announce the visitor to the Resident, and upon receiving the Resident's verbal approval, will allow the visitor entry to the building.

6.8. The Concierge desk telephones are to be used only by the Concierge, the Property Manager and other authorized employees of the Corporation or Management.

6.9. The Concierge/Security/Superintendent must be notified immediately of any serious malfunctions in the building's common areas or within the units so that proper entry and follow-up can be made in the logbook.

7. FIRE

7.1. No one shall do or permit anything to be done in a unit, or bring or keep anything in a unit or on the common elements, which will in any way increase the risk of fire or the rate of fire insurance premiums on any building or on property kept therein, or obstruct or interfere with the rights of Owners and/or Residents, or in any way injure or annoy them, or conflict with the regulations of the relevant fire department or with any insurance policy carried by the Corporation or conflict with any ordinances of the local board of health or with any municipal by-laws or any provincial or federal statute or regulation.

7.2. This is a non-smoking building therefore smoking is strictly prohibited inside and outside the building. Please refer to Rule 30.

7.3. No natural Christmas trees or any parts thereof are permitted in the building.

7.4. No one shall overload existing electrical circuits or plumbing facilities.

7.5. No stores of coal, propane gas or any combustible or offensive goods, provisions or materials shall be kept in the units, lockers, storage units or common elements. Offensive goods will be those judged to be offensive by the Property Manager or the Board in their sole discretion.

7.6. Fire routes must be kept clear at all times.

7.7. All Owners and/or Residents are required to maintain a regularly serviced fire extinguisher and smoke detector in their units.

7.8. Owners must clean dryer vents at least annually to prevent the buildup of lint, which is a fire hazard.

7.9 Anyone found smoking may be subject to a fine pursuant to the Smoke Free Ontario Act.

8. MOVING

(Also see Section 9 – Owners and/or Residents)

8.1. No one shall move anything including but not limited to furniture and equipment ("**Items**") from one floor to another or in or out of the building ("**Move**") except by the elevator designated for such purpose by the Property Manager or the authorized agent of the Corporation and only after proper wall protection has been affixed by advance agreement with the Property Manager or the authorized agent of the Corporation.

8.2. Arrangements for using the elevator when carrying out a Move must be made a minimum of seventy-two (72) hours in advance with the Property Manager or the authorized agent of the Corporation.

8.3. A Move of miscellaneous furniture must be prearranged with the Property Manager or the authorized agent of the Corporation.

8.4. All bookings of the elevator require a Five Hundred Dollar ($500.00) security deposit, payable to the Corporation at the time of reservation by **Certified Cheque or Money Order**, and the Owner and/or Resident must complete the Elevator Request form located at the concierge desk or the management office. Carrying out a Move, the security deposit will be returned if, after inspection, no damage has occurred and an Owner's/Resident's Undertaking and Information Sheet (forms available with management), as applicable, has been completed and submitted to the Property Manager or the authorized agent of the Corporation.

8.5. Moves are restricted to Monday to Saturday, between 9:00 a.m. and 6:00 p.m. No Moves shall take place on Sundays or statutory holidays

8.6. All Items must be taken directly from the elevator to the unit or from the unit to the elevator, as applicable. Nothing shall be placed or left, even temporarily, in the common elements.

8.7. All Moves must be made through the service elevator. No Items can be moved through or stored in the corridor inside the back door. No Items of any type are allowed to be moved through the main lobby doors.

8.8. Where damage to the elevator and/or any other part of the common elements has been caused by a Move into or out of a unit and/or exclusive use common elements, the Owner shall be responsible to the Corporation for the cost of repairing any damage caused. The cost of repair shall be assessed by the Property Manager or the authorized agent of the Corporation as soon as possible after the Move, on the basis of quotations. The security deposit will be applied toward the repair costs. If the deposit amount is inadequate to cover the cost of the damage, all costs incurred by the Corporation will be recovered from the Owner of the unit and any costs incurred shall be recoverable in accordance with Rule 1.4.

8.10 A one-time moving fee of $100.00 will be charged to all new renters.

9. OWNERS AND/OR RESIDENTS

9.1. Prior to moving into a unit and concurrent with the booking of an elevator for a Move, each Owner and/or Resident shall complete the Resident Data Sheet. This information is kept totally confidential in a locked filing cabinet. This information is necessary for the safety and security of all Owners and/or Residents. New tenants must be met by the board to review our rules and regulations.

9.2. Any change to the information provided on the Resident Data Sheet must be reported immediately to the Property Manager.

9.3. Each residential unit shall be used as a private single family dwelling unit and for no other purpose. The Corporation has adopted the occupancy load determination in the Ontario Building Code as prescribed in O. Reg. 350/06 or O. Reg. 403/97 as applicable and as amended, as the maximum occupancy for each unit, being two (2) persons per sleeping room or sleeping area (bedroom) in a dwelling unit in accordance with either the architectural plans contained in the Description registered in the Land Registry Office and/or the plans, as amended, if applicable, which were filed with the local municipality or region and approved by such local municipality or region for the construction of the condominium building(s), whichever is more restrictive. Notwithstanding the foregoing, for the purposes of counting “persons” per bedroom, such persons shall be deemed to exclude any number of children under three (3) years of age in a nuclear family relationship or single-parent relationship with the occupants, provided general health and safety is not threatened by overcrowding as a result thereof.

9.4. No unit shall be used for any “transient” use, including, but without limiting its general meaning, any of the following:

(a) hotel or boarding or lodging house use; and

(b) the disposition of an Owner’s or tenant’s right to occupy the unit whereby the party or parties acquiring such interest or right is or are entitled to use or occupy the unit on a transient use basis or under any arrangement commonly known as time sharing.

9.5. The initial term of any lease shall be for a period of not less than twelve (12) months, except where the Owner intends to complete a sale of the unit upon the expiry of a lease, in which case the lease may be for a term of less than twelve (12) months. All tenancies for units shall be in writing.

9.6. Where lease arrangements or rights to occupy are with a corporation, partnership or other business entity, as tenant or occupant, the Residents are to be considered along with the corporate tenant for purposes of these Rules and a change in the Residents residing in the unit shall be treated as a tenant or occupant taking possession of the unit pursuant to a new lease or right to occupy that must be in compliance with these Rules.

9.7. Within thirty (30) days of entering into a lease of a unit or a renewal thereof, or authorizing someone to occupy a unit, and in any event prior to the commencement of the tenancy, or before granting the right to occupy a unit to another person, the Owner shall provide:

(a) the tenant/occupant with copies of the Corporation’s Governing Documents;

(b) the Corporation with the name of the tenant/occupant;

(c) the Corporation with the Owner's address for service of notices;

(d) the Corporation with a Summary of Lease the Form appended hereto; and

(e) such other information as Corporation may from time to time reasonably require.

9.8. Within twenty (20) days of ceasing to rent or occupy a unit or within twenty (20) days of being advised that the tenant or occupant has vacated or abandoned the unit, as the case may be, the Owner shall notify the Corporation in writing that the unit is no longer rented or occupied.

9.9. A unit which is subject to a lease may not be sublet by the tenant and the Owner may not consent to a sub-lease of a unit.

9.10. A lease may not be assigned by a tenant and the Owner may not consent to an assignment of a lease.

9.11. Any person who occupies a unit in breach of these Rules shall be deemed a trespasser and entry to or upon the common elements may be denied by the Corporation.

9.12. In accordance with the provisions of the declaration, units may be used for residential use only in accordance with the applicable zoning by-laws. Commercial use of a unit is strictly prohibited.

10. UNITS

10.1. No one shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her unit or adjacent common elements. Owners and/or Residents shall immediately report to the Property Manager any incidents of pests, insects, vermin or rodents.

10.2. Upon receipt of notice in writing, each Owner and/or Resident shall permit entry to his/her unit for the purpose of conducting pest control operations, including any spraying programs. Each Owner and/or Resident shall prepare the unit in the manner prescribed in the aforesaid notice and shall permit and facilitate entry into the unit by any authorized pest control personnel and shall co-operate in order to carry out the full extent of this Rule. Should the Owner and/or Resident refuse access to the unit, the Corporation or its authorized representative may enter the unit in accordance with Article 4 of these Rules.

10.3. No plumbing fixture and/or appliance shall be used for purposes other than those for which they were constructed. No items, including, but not limited to, sweepings, garbage, rubbish, rags or ashes, shall be thrown therein. Any damage resulting to them and/or pipes from misuse or from unusual or unreasonable use shall be borne by the Owner.

10.4. No water shall be left running unless in actual use.

10.5. No window, visible from the exterior, shall have a window covering that is other than white or off-white blinds.

10.6. No auction or “in house” garage sale shall be held in any unit. No "Open House" is permitted to be held for the sale or lease of a unit. Real estate agents are permitted to show units in the building Monday to Sunday between the hours of 9:00 a.m. and 8:00 p.m. Notwithstanding the preceding, showings are not permitted on statutory holidays.

10.7. Lock boxes are not permitted to be left at the Concierge desk or any other common elements of the Corporation. Lockboxes found in contravention of this rule shall be removed without notice.

10.8. Potential purchasers and their agents must wait at the lobby area and must be accompanied by the Owner’s agent at all times.

10.9. Each owner must sign a waiver at the Concierge desk authorizing his or her agent to access the building and unit with prospective purchasers. The Corporation, and its Board, officers, agents, and employees, including Management and Concierge, are not responsible for any claims, actions, proceedings, demands, costs, liability, etc. related to, directly or indirectly, the showing of a unit by an Owner and/or his or her agent.

10.10. No portion of a unit (other than the entire unit) shall be partitioned or divided.

10.11. Every unit has a security system that was installed by the developer. No additional audible security alarm system shall be installed within a unit.

11. COMMON ELEMENTS AND PATIOS

11.1. To ensure a uniform, clean appearance in the Corporation, nothing, including, but not limited to, doormats, benches and shoe racks, shall be placed on or adjacent to or outside the individual doorways in the common elements.

11.2. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever without the prior written consent of the Corporation.

11.3. To ensure a uniform external appearance, no awnings or shades shall be erected over and outside of the windows and no reflective or insulating materials or coverings may be placed on any window or door without the prior written consent of the Corporation. The Board shall have the right to prescribe the shape, colour, size and material of such awnings or shades to be erected.

11.4. Nothing shall be thrown out of the windows, doors or balconies, no water, cigarette/cannabis butts. No mops, brooms, dusters, tablecloths, rugs or bedding shall be shaken or beaten from any window, door, balcony or those parts of the common elements over which the Owner and/or Resident has exclusive use. No hanging or drying of clothes is allowed from windows or any part of the common elements, including on any patio or other exclusive use area.

11.5. No auction or garage sale shall be held on the common elements.

11.6. Save as otherwise provided or contemplated in the Declaration of the Corporation, the sidewalks, lobby passageways, walkways and driveways used in common shall not be obstructed or used for any purpose other than for ingress and egress to and from the units and/or the common elements.

11.7. No television antennae, satellite dish, aerial, tower or similar structure and appurtenances thereto shall be placed, erected on, installed or fastened to any unit or common elements except in connection with a common television cable or similar system supplying service to the entire building or with the written consent of the Corporation, which may be arbitrarily withheld.

11.8. Subject to Rule 11.9, nothing shall be placed, erected, installed, located, kept or maintained on the common elements and/or the exclusive use common elements without the written consent of the Corporation. Anything placed or installed in contravention of this Rule may be removed and stored by the Corporation or placed in warehouse storage with a company authorized to hold chattels in storage, all at the expense of the Owner and/or Resident.

11.9. Nothing other than seasonal furniture, being chairs, tables, lounges, and movable seasonal planters is permitted on any patio or other exclusive use area, without written consent of the Corporation. Seasonal furniture shall not be higher than the height of the railings.

11.10. No one shall harm, mutilate, destroy, alter, or litter any of the landscaping work on the property, including, but not limited to, grass, trees, shrubs, hedges, flowers or flower beds, nor shall anyone uproot existing plants, hedges, shrubs or trees, nor plant new shrubs, hedges or trees anywhere upon the common elements.

11.11. No food and beverage consumption is permitted in the common element hallways, elevators, stairwells, lobbies and recreation facilities (see Section19.1), unless otherwise expressly stated.

11.12. Owners and/or Residents are required to wear proper attire (shoes, shirts and bathing suit cover-ups) when using common element hallways, entrances, elevators or lobbies.

11.13. No one shall congregate in the lobby and/or adjacent common areas. No one shall use the lobby and/or common areas for any purpose which may interfere with the use and enjoyment of the property by Owners and/or Residents, including, but not limited to, canvassing, loitering, lounging or entertaining.

11.14. No one shall conduct business on the common elements, including the recreational facilities unless approved by the Board.

11.15. No storage of any goods or materials, including bicycles, is permitted on any patio or other exclusive use area.

11.16. Unit patios, balconies and terraces may not be used for the purpose of outdoor barbequing. No 'smokers' are to be used under any circumstances.

11.17. Propane tanks may not be stored anywhere on the property.

11.18. No additional lighting, decorative or otherwise, may be installed on patios, balconies, or terraces.

11.19. No one shall grow any type of **tree, shrub, vine or grass** outside the unit, **visible from the exterior of the building**, which is not in keeping with the original design aesthetics of the building without the prior written consent of the Board. All such permitted plantings in planter boxes are to be maintained by the Owner and/or Resident.

11.20. No permanent items including but not limited to tiles, carpet or any other product may be installed on the balcony or terrace of any unit.

11.21. No door modifications are allowed, including decorations, permanent doorbells, wreaths, etc.

12. PETS

12.1. The term “Household Pet” shall mean either one domestic cat or one dog, not exceeding fifteen (15) pounds in weight (or that will not exceed twenty (20) pounds in weight when fully grown), tropical fish or a caged bird, excluding pigeons.

12.2. No animal, livestock, reptile, or fowl, other than one Household Pet shall be kept or allowed in any Unit. No household pet, animal, livestock, reptile, or fowl shall be allowed under any circumstances in the public or common areas of the building, storage units and lockers. Household Pets are permitted only for the purpose of entering or exiting the building and must be always accompanied by the Owner and/or Resident, as provided in Rule 12.4.

12.3. Each Household Pet must be registered in a Pet Register with the Property Manager, or the authorized agent of the Corporation and current vaccination certificates and any pet licence required by the municipality must be available upon request.

12.4. Each Household Pet dog or cat must wear a collar with the identification of the owner at all times.

12.5. When taking a Household Pet for a walk, Residents shall use the corridor and doors located beside the P1 cardio room to enter and leave the building. Household Pets are only permitted to use the main lobby during inclement weather and at night.

12.6. When transporting a Household Pet to and from the unit, Owners and/or Residents shall carry the Household Pet in their arms or in a pet carriage.

12.7. Pet owners are required to pick up after their respective Household Pets and dispose all waste in the dedicated garbage bins located around Bellaria.

12.8. Household Pets shall be kept clean and groomed at all times and may not be permitted to create any inconvenience, noise or disturbance or soiling on or about the premises.

12.9. Owners and/or Residents are responsible for any damages caused by their Pets and the Owner of the unit in which the Pet resides is liable for all costs and expenses incurred by the Corporation to repair such damage and any costs incurred shall be recoverable in accordance with Rule 1.4.

12.10. No Household Pet that is deemed by the Board, in its absolute discretion, to be a nuisance shall be kept by any Owner and/or Resident in a unit or in any other part of the property. Any Owner and/or Resident who keeps a Household Pet that has been deemed a nuisance by the Board on the property or any part thereof shall, within two weeks of receipt of a written notice from the Property Manager or the authorized agent of the Corporation requesting the removal of the Household Pet, permanently remove the Household Pet from the property.

12.11. When a Household Pet pollutes the grounds or common areas, the Owner and/or Resident shall clean up after it. If accidents happen inside the building, this must be reported to the Property Manager/Superintendent so that the area can be properly cleaned. Should an Owner and/or a Resident fail to clean up after his or her Household Pet, the Household Pet shall be deemed a nuisance and the Owner of the unit in which the Household Pet resides will be charged a cleaning fee determined by the Board and Property management. All costs incurred by the Corporation will be recovered from the Owner and/or the Resident of the unit in which the Owner and/or Resident resides, and any costs incurred shall be recoverable in accordance with Rule 1.4.

12.12. No breeding of Household Pets for sale is permitted.

12.13. No visitors shall bring a Household Pet into the Corporation.

13. PARKING

13.1. The term “**parking space**” shall mean either a parking unit owned by an Owner, as well as an exclusive use parking space or a space designated for use of an Owner and/or Resident, as applicable in the circumstances.

13.2. Each parking space shall be used and occupied only for motor vehicle parking purposes, in strict accordance with the Governing Documents in force from time to time, and without limiting any wider definition of the term "motor vehicle" as may be imposed by the Board from time to time, the term "motor vehicle" shall be restricted to a licensed and insured vehicle and restricted to a private passenger automobile, motorcycle, station wagon, light duty van or light duty pick-up or sports utility truck not exceeding 77 inches in height and being in good working order and repair and not leaking any fluids, and shall exclude any type of commercial vehicle, trailer truck, trailer or recreational vehicle, as well as any van, motor home, boat and/or snowmobile (and such other vehicles as the Board may wish to exclude from the property from time to time).

13.3. No one shall lease or permit his/her parking space to be used by anyone but another Owner and/or Resident of the Corporation who actively resides in the building and the Owner and/or Resident must notify the Property Manager or the authorized agent of the Corporation of any agreement entitling someone other than the Owner and/or Resident to use the parking space.

13.4. No one shall retain ownership of his/her parking space upon sale or conveyance of his/her residential unit. Should an Owner fail to comply with the foregoing, the Owner will be required to sell his/her parking space(s) to the Corporation within thirty (30) days of receiving written notice from the Board for a sum equal to the fair market value of the parking space(s) as determined by a qualified real estate appraiser chosen by the Corporation, provided that the Corporation shall receive a credit in an amount equal to all legal fees and disbursements incurred in enforcing this Rule and completing the transaction herein contemplated.

13.5. Every Owner and/or Resident shall park only in his/her parking space and only one motor vehicle is to be parked in each parking space.

13.6. Parked motor vehicles must not encroach on the common element driveways or adjacent parking spaces and must park within the parking spot lines.

13.7. No motor vehicle may be parked on the surface roadways within the property. These roadways are designated fire routes. Any motor vehicle parked on these roadways will be tagged and/or towed away at the vehicle Owner's expense and risk.

13.8. No motor vehicle shall be driven at a speed in excess of ten (10) km per hour anywhere on the property.

13.9. All motor vehicles in motion in the indoor parking areas must have their headlights on and must not sound horns.

13.10. When driving up or down the garage ramp, all motor vehicles must stay to the right of the driving lane.

13.11. No servicing, washing or repairs shall be made to any motor vehicle on the common elements or in a parking space,

13.12. No trailer, camper, recreational vehicle, boat, snowmobile, tires, combustible materials, machinery or equipment or goods of any kind shall be parked, left or placed on any part of the common elements or on any parking space.

13.13. No motor vehicle or any other kind of vehicle shall be driven on any part of the common elements other than on a surface roadway, driveway or ramp.

13.14. Owners and/or Residents with a parking space shall maintain the space in a clean and tidy condition including the elimination of oil or grease spills and where it is not done, the Corporation may have the parking space cleaned and charge the cost of the cleaning to the Owner and any costs incurred shall be recoverable in accordance with Rule 1.4.

13.15. No one shall park or use a motor vehicle in contravention of these Rules. If this should occur, the person is liable to be fined or have the motor vehicle towed away from the property in accordance with City by-laws. If this occurs, the Corporation, its directors, officers, employees or agents are not liable whatsoever for any damages, costs or expenses howsoever caused to the Owner and/or Resident or his/her motor vehicle.

13.16. No one shall place, leave, park or permit to be placed, left or parked in or upon common elements or a parking space any motor vehicle which, in the opinion of the Board or Management, may pose a security or safety risk, caused either by its length of unattended stay, its physical condition or its potential damage to the property. Upon seventy-two (72) hours' written notice from the Corporation, the Owner and/or Resident of the vehicle will be required to attend to or remove the vehicle as the circumstances require as directed by the Property Manager. If the Owner and/or Resident fail to remove the vehicle, it will be removed by the Corporation and any costs incurred shall be recoverable in accordance with Rule 1.4.

13.17. The parking spaces shall be subject to a right-of-access over, along and upon the parking spaces at all times when necessary, in favour of the Corporation, its servants, agents and employees for the purpose of access to and from mechanical, electrical and service areas and equipment and for garage cleaning and repairs.

13.18. Commercial vehicles, boats or trailers are not allowed to park in any parking space, including those reserved for visitor parking. Trucks and vans may not park in visitor parking.

13.19. Above-ground parking is for temporary parking only, for a maximum of thirty (30) minutes.

13.20 No idling is permitted in the parking garages.

13.21 Underground visitors parking spaces are to be used by visitors only. Visitors must obtain parking permit from the Concierge Desk, Gatehouse or Property Manager. The permit must be displayed on the dashboard and clearly visible to parking enforcement officers.

13.22 Vehicles without a valid parking permit will be ticketed.

14. BICYCLES

14.1. Bicycle parking racks are located on the P1 parking level.

14.2. All bicycles being stored must be registered with Property Management. A Fifty Dollar ($50.00) cheque must be issued annually for the rental of the bicycle rack.

14.3. Bicycles must not be stored or parked in a residential unit, a parking unit or on any part of the common elements not designated for bicycle storage, including exclusive use common elements such as patios on the ground floor.

14.4. Any bicycles chained to posts, fences or rails located throughout the common elements or unauthorized bicycles using the bicycle storage areas will be forcibly removed and impounded at the Owner's expense.

14.5. Owners authorized to use the bicycle storage areas designated by the Corporation will provide their own locks.

14.6. The Corporation endeavours to protect the property of the Residents but will not be responsible for any loss or damage howsoever caused to bicycles or attachments.

14.7. For safety reasons, bicycles must not be ridden up or down garage ramps or within the parking garage. Safety practices must be observed at all times.

14.8. Bicycles are not permitted to be taken through the lobby, corridors or elevators or any other part of the common fundamentals.

15. STORAGE LOCKERS

15.1. No cage storage lockers shall be used to store anything that is perishable, a hazardous material or otherwise unsafe for storage. The term “hazardous material” shall mean any material defined by municipal, provincial or federal legislation as being hazardous and any flammable or combustible material, including, but not limited to, gasoline, natural gas, propane or butane, or any material deemed by the Corporation, in its sole and absolute discretion, to be hazardous. Anyone storing a perishable or unsafe object, or an object that gives off an objectionable odour, must remove it from the storage locker upon receiving written notice from the Corporation.

15.2. No item shall be stored at a height which is higher than the sprinkler heads to prevent damage to the sprinkler heads.

15.3. Any or all of the parking, parking/locker and locker units in the corporation may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other units, provided however that the buyer owns in the building. Parking units and locker units may be leased to tenants in actual occupation of residential units.

15.4. Electrical outlets located in the storage locker areas may be used for basic and temporary power usage for small to medium size electrical devices and to supply power to appliances, including but not limited to fridges, freezers and air conditioners.

15.5 Nothing shall be placed on top of the cages

16. VISITORS

16.1. Visitors entering with vehicles in the garage are required to use the main entrance on the P1 Level.

16.2. Visitors shall identify themselves through the speaker system to the Resident before entering the building and each Resident may grant entry to his or her visitors. Long-term guests of a Resident may be permitted entry if the guest is registered with the Management in advance.

16.3. No visitors shall bring any animals, livestock, reptile or fowl, including Pets, into the Corporation.

16.4. All visitors who are using the visitors parking spaces are required to obtain a parking pass from security. Permits must be prominently displayed on the dashboard of the vehicle. Vehicles without a valid parking permit will be ticketed.

16.5. There are 58 designated parking spaces for VISITORS ONLY; they are not for the use of Owners and/or Residents. Owners who are not also Residents may park in the visitor parking area only for meetings of Owners or other official business of the Corporation, or when a guest of an Owner and/or Resident.

16.6. Visitor parking permits are issued for a minimum of 24 hours and a maximum of 72 hours. Residents shall provide security with the name of the visitor, the licence plate number and the make of the visitor’s vehicle. Permits will be issued for up to three (3) consecutive days only; permits must be prominently displayed in the windshield of the visitor's automobile. An extension of the three (3) day limit may be permitted at the discretion of the Property Manager or the authorized agent of the Corporation. Application for extended parking may be made to the Management Office.

16.7. Commercial vehicles, boats or trailers are not allowed to park in visitor parking.

16.8. Visitors who do not abide by the parking Rules may have their vehicles tagged, towed or ticketed at their own risk and expense. Any costs and expenses incurred by the Corporation as a result of an Owner’s and/or Resident’s visitor(s) failure to comply with these Rules shall be recoverable in accordance with Rule 1.4.

17. RENOVATIONS TO UNITS AND/OR COMMON ELEMENTS

17.1. No wall, floor, door or window, toilet, bathtub, washbasin or sink, heating, air-conditioning, plumbing or electrical equipment ("**Work**") shall be installed, removed, extended or otherwise altered in a unit, or to the common elements, without the prior written consent of the Corporation; provided, however, that the provisions of this paragraph shall not require any Owner and/or Resident to obtain the written consent of the Corporation for the purpose of painting or wallpapering.

17.2. No Work that requires the written consent of the Corporation can be performed in a unit, to the common elements and/or to its exclusive use common elements, until the Owner of the unit, if the Property Manager or the Board determines it is necessary, has entered into an agreement with the Corporation which governs the Work to be performed. The agreement and all costs relating to the written consent will be the responsibility of the Owner. The Board may require payment of a security deposit before written consent is given.

17.3. In the interest of preserving and maintaining the common areas of the Corporation, particularly the elevators, carpets and walls, it is required that an Owner who has received written consent under Rule 17.1 above, notify the Property Manager or the authorized agent of the Corporation of any Work to be done at least one week in advance, in order to provide for necessary precautions. The Owner will be responsible for any costs that may ensue to the Corporation or other Residents, resulting from the Work and any costs incurred shall be recoverable in accordance with Rule 1.4. The contractor or workmen must remove all debris from the building daily. Owners must ensure that the common elements are kept clean and not damaged.

17.4. If there are any complaints from Owners and/or Residents that any Work carried out by anyone creates a noise or nuisance or the Owner and/or Resident is in breach of his/her obligations under the Act and the Corporation's Governing Documents, the Corporation may by written notice to the Owner and/or Resident, require the Owner and/or Resident to remedy the breach. If the Owner and/or Resident fails to remedy the breach, as required by the Board within the time specified, acting reasonably, in the written notice, any deposit submitted, if it has not been returned, shall be forfeited to the Corporation and the Corporation may remedy the breach. If the deposit was adequate or it was returned to the Owner, the Owner will be responsible for any expenses and costs incurred by the Corporation and any costs incurred shall be recoverable in accordance with Rule 1.4.

17.5. If an Owner and/or Resident wishes to install a hard surface floor such as hard wood or tiles instead of carpeting, the prior written consent of the Corporation must be obtained. The Owner and/or Resident will be required to install and maintain sound attenuation materials as approved by the Board so as to prevent any noise disturbance to surrounding units and will agree in writing to be responsible for all costs of installation, maintenance and repair of the hard surface floor and the sound attenuation materials and for the costs of damage caused to any portion of the common elements as a result of the installation of the hard surface flooring and sound attenuation materials.

17.6. Notwithstanding the Corporation's written consent to the installation of hard surface flooring, if the Corporation receives complaints about noise emanating from the unit, the Property Manager or the Board may, after being reasonably satisfied with the legitimacy of the complaints, require the Owner and/or Resident to install and maintain under padding and carpeting, sufficient to prevent any noise disturbance to surrounding units, which shall be in place and maintained on at least 85% of all floor surfaces in each room within the residential unit, except for the kitchen, bathrooms and closets. If the carpeting and under

padding do not alleviate the noise complaints, the Owner agrees that he/she will take whatever steps are requested by the Corporation, acting reasonably, to eliminate the noise at the Owner's sole cost and expense. All costs incurred by the Corporation will be recovered from the Owner of the unit and any costs incurred shall be recoverable in accordance with Rule 1.4.

18. GARBAGE/RECYCLING/ORGANICS

18.1. Hours of use for the garbage disposal chutes and/or refuse room are 9:00 a.m. to 11:00 p.m. only.

18.2. All refuse is to be wrapped in plastic bags, securely tied and pushed down the chute.

18.3. All glass bottles/containers, plastic containers, paper products and other recyclable materials must be separated from regular garbage and disposed of by the Owner and/or Resident prior to placement in the garbage chute.

18.4. All boxes or large articles that cannot be placed down the chute must be broken down and taken to the garbage room on the P2 Level.

18.5. Nothing shall be placed in any garbage chute which may result in blockage of the chute.

18.6. Every floor has a garbage disposal room. Garbage disposed through the garbage chute shall not exceed 12” x 12”; anything larger will jam the chute and automatically put it out of service. Large garbage bags, cardboard boxes and pizza boxes must be brought downstairs to P2 and be placed in the appropriate bin. Do not leave any garbage bags or items on the floor. Ensure you push your garbage all the way in, and properly close the hatch; failure to do so will unnecessarily put the entire garbage system out of service. Securely bundle all newsprints, magazines etc., and bring downstairs to P2 and place with mixed recyclables bin. Disposal of old or unwanted, appliances, clothing/blankets, electronics, etc., must be disposed of at the Vaughan waste site or the resident must make arrangements with local charitable organizations. Please DO NOT leave such items for garbage anywhere in or outside of the building. Unscheduled use of the elevator for discarding such items is against the rules and the residents will be held accountable for any damages found in the elevators and common areas of the building, and also may be charged a disposal fee. Please inform the Concierge of garbage and/or donation pickups and make the necessary elevator reservation. It is very costly to call for a repair to the disposal system and more often than not, it could be avoided if every resident is mindful of what and how they dispose. Any costs incurred by the Corporation as a result of an Owner’s and/or Resident’s failure to comply with the preceding will be charged back to the Owner’s unit and recovered in the same manner as common expenses for his or her unit, pursuant to Rule 1.4.

18.7. No flammable materials and/or liquids may be placed down the chute.

18.8. Organic waste can now be disposed of by bringing it downstairs to P2, where a green bin has been placed next to the blue recyclable bin.

19. RECREATIONAL FACILITIES - GENERAL

19.1. The recreational facilities include the following: steam rooms, change rooms, weights, cardio, yoga rooms, reading room, lounge, party room, theatre room and aqua trainer.

19.2. The recreational facilities are for the sole use and enjoyment of Residents, subject to the temporary use by permitted guests of Residents in accordance with these Rules. Owners who are not also Residents are not permitted to use any of the Corporation's facilities.

19.3. A maximum of thirteen (13) people are allowed in the theatre room at any one time. Guests must be accompanied by a Resident eighteen (18) years of age or older at all times, unless otherwise specified.

19.4. Except where specifically provided otherwise in these Rules, the minimum age for unaccompanied users of the recreational facilities is eighteen (18) of age. Anyone under the age of eighteen (18) must be accompanied and supervised by a Resident eighteen (18) years of age or older.

19.5. The recreational facilities are not supervised. All recreational facilities are used at the user's risk. The Corporation, agents and employees of the Corporation are not responsible for accidents, lost or stolen personal property or any other damages, howsoever caused.

19.6. As there are no medical facilities available in the building, those on medication, with respiratory, heart problems or other physical disabilities are urged to consult a physician before using any of the facilities.

19.7. Except where specifically provided otherwise in these Rules, recreational facilities are available to Residents daily from 6:00 a.m. to 10:00 p.m. but shall be subject to change in the event of any repairs, maintenance, servicing, in which case notice will be posted by the Corporation.

19.8. Residents shall ensure that their guests are aware of and obey the Rules of the Corporation.

19.9. Residents must accompany their guests in the recreational facilities at all times.

19.10. The use of the recreational facilities may be restricted during organized activities of the Corporation.

19.11. Appropriate attire is to be worn at all times while using the recreational facilities; at least robes and footwear are to be worn when moving to/from and throughout the recreational facilities.

19.12. No one shall use the recreation facilities while under the influence of alcohol, tranquillizers or other drugs that cause drowsiness or that raise or lower blood pressure.

19.13. Smoking is not permitted in any of the recreational facilities.

19.14. Drinking and/or eating are prohibited in the recreational facilities except for the following: drinking and eating are permitted in the party room:

- drinking and eating of snack foods are permitted in the theatre room
- water only is allowed in the lounge and reading room

- water and sport drinks are allowed in the steam room, gym and sauna.

19.15. Boisterous behaviour of any sort, including, but not limited to, yelling, running or rowdyism and other forms of general misconduct are not permitted within the recreational facilities, and any person who commits same may be ejected from the facilities by the Property Manager and/or security personnel and/or or the authorized agent of the Corporation. Any authorized agent of the Corporation has the unfettered discretion to determine what constitutes “boisterous behaviour”.

19.16. The authorized agents of the Corporation have been authorized to restrict entry to the recreational facilities and remove any person who fails to comply with the Rules and to record in the log book provided any incident of non-compliance with the Rules.

19.17. Persons using the recreational facilities are fully liable for any damages that they or their guests cause. All costs incurred by the Corporation will be recovered from the individual responsible and/or the Owner and/or the Resident whom the guest is visiting, and any costs incurred shall be recoverable in accordance with Rule 1.4.

19.18. Residents and visitors must obey posted rules in all common element areas and recreational areas of the building.

20. STEAM ROOMS

(Also see Section 19 - Recreational Facilities - General)

20.1. The steam rooms are used at the Resident's risk. The Corporation and its Board, officers, agents and employees of the Corporation, are not responsible for accidents, lost or stolen personal property, or any other damages howsoever caused.

20.2. The steam room door shall not be left open.

20.3. Prolonged use of the steam may be injurious to your health (five minutes is the recommended maximum). It is not recommended that you use the steam room alone.

20.4. Only water is allowed in the steam room.

20.5. Pets are prohibited.

20.6. The facilities SHALL NOT be used for regular personal hygiene

21. AQUA TRAINER

(Also see Section 19 - Recreational Facilities - General)

21.1. Unit Owners and/or Residents can only book the aqua trainer once per day for no more than one (1) hour.

21.2. Residents wishing to use the aqua trainer must sign-in with Concierge in advance.

21.3. Each bather shall take a shower with warm water and soap prior to using the aqua trainer. Body oils, lotions, fragrance, all can alter the PH of the water, rendering the facility unusable until water chemistry is corrected.

21.4. Residents use the aqua trainer at their own risk. The Corporation, Board of Directors and agents etc. are not responsible for accidents or any other damage howsoever caused.

21.5. Residents must be eighteen (18) years of age or older to reserve the aqua trainer. Children under the age of 18 may use the aqua fit room but must be accompanied by an adult. Resident 18 0r over.

21.6. The aqua trainer is available every day from 5:00 a.m. to 11:00 p.m.

21.7. Pets are prohibited in the change rooms and the aqua trainer. Any costs incurred by the Corporation by breach of this rule are recoverable in accordance with Rule 1.4

22. CHANGE ROOMS

22.1. Lockers in the change rooms are only for use by Residents and their guests while using the recreational facilities.

22.2. Anyone using the lockers in the change rooms must supply his/her own locks.

22.3. No locks shall be left on any locker overnight. All locks remaining on the lockers after midnight will be removed. All items found in a locker will be retained by Concierge for a period of twenty-four (24) hours and subsequently disposed.

22.4. No powder shall be used in the change rooms as this creates a slippery hazardous situation. No inappropriate behaviour including but limited to hair dyeing and nail polish, etc.

22.5. Pets are prohibited. Any costs incurred by the Corporation by breach of this rule are recoverable in accordance with Rule 1.4

23. READING / LOUNGE AND THEATRE ROOM RULES

(Also see Section 19 - Recreational Facilities - General)

23.1 The reading, lounge and theatre rooms are used at the Resident's risk. The Corporation and its Board, officers, agents and employees of the Corporation, are not responsible for accidents, lost or stolen personal property, or any other damages howsoever caused.

23.2 Residents and their guests shall comply with any rules passed by the Board pertaining to the use of the reading, lounge and theatre rooms.

23.3 No group games allowed including but not limited to chess, checkers, bridge, and any other card and board games.

23.4 No one under the age of eighteen (18) can enter the reading, lounge and theatre room unless accompanied (attended) by a Resident eighteen (18) years of age or older.

23.5 Proper attire is required in the reading, lounge and theatre rooms; shoes and shirts must be worn at all times, bathing suits are not permitted.

23.6 Residents are responsible for damage to the furniture/or the equipment, including the cost of replacing / repairing the furniture / or the equipment, and such costs shall be recovered in accordance with Rule 1.4.

23.7 No Pets allowed.

23.8 Foul language is prohibited.

23.9 Glass bottle/container is not allowed. All food is prohibited in the lounge and reading rooms. Food and drinks are allowed in the Theatre room.

23.10 Do not move/relocate any furniture / equipment in the room. No additional furniture / equipment are to be placed in the rooms.

23.11 Loud noise is strictly prohibited.

23.12 No music or singing allowed.

23.13 No activities that infringe on others' quiet enjoyment are allowed.

23.14 All garbage must be removed by the owners.

23.15 Privileges will be lost if rules are not complied with at the discretion of the Board and Management.

24. FITNESS FACILITIES (24. WEIGHTS/CARDIO/YOGA ROOMS & 25. GYM)

(Also see Section 19 - Recreational Facilities - General)

24.1. No one shall use the exercise/cardio rooms except after prior consultation with a physician who should advise that person that he/she may use the exercise/cardio rooms.

24.2. No one shall wear any sort of wet attire, including bathing suits, into the exercise /cardio rooms. Proper soft-soled shoes must be worn at all times.

24.3. All equipment shall be used properly and treated with reasonable care and caution.

24.4. No equipment is to be moved from the exercise /cardio rooms.

24.5. Users must not bang the weights or allow them to drop to the floor. Weights must be placed in the racks after use.

24.6. No children under eighteen (18) years of age are permitted to use the weight equipment, even if accompanied by a person over the age of eighteen (18) years of age.

24.7. Machinery or equipment situated within the exercise/cardio rooms must be wiped dry of any perspiration after each use.

24.8. Exercise Room / Weight Room are available to Residents daily from 6:00 a.m. to 10:00 p.m. but shall be subject to change in the event of any repairs, maintenance, servicing, in which case notice will be posted by the Corporation.

24.9. All persons using the exercise/cardio rooms do so at their own risk. All persons should consult with their physician or other qualified professional regarding the use of gym equipment or engaging in physical activity.

24.10. No one may use the exercise/cardio rooms while under the influence of drugs or alcohol. Alcoholic beverages are not permitted in the gym at any time.

24.11. No one under the age of 18 is permitted to use the exercise/cardio rooms.

24.12. No one may engage in any activity that involves forceful impact against walls or floors, including but not limited to the dropping of free weights.

24.13. The exercise/cardio rooms are for the use of residents and their guests only. Residents are responsible for their guests and must accompany their guests at all times.

24.14. No one is allowed to use the exercise/cardio rooms for commercial activity, including but not limited to professional trainers. If you see anyone who you think is breaching this rule, please report to security immediately.

24.15. A towel must be used when sitting or lying on equipment/mats and equipment must be wiped down after use.

24.16. Pets are not permitted in the exercise/cardio rooms.

24.17. Proper gym attire must be worn in the exercise/cardio rooms at all times. For example, bare feet, sandals and wet bathing suits are prohibited.

24.18. Televisions must be kept to a reasonable volume and be turned off when not in use.

24.19. Be courteous when using equipment. When using a machine, alternate sets when someone else may wish to use the same machine.

24.20. No glassware or other breakable items are permitted in the gym.

24.21. Breach of these rules may result in loss of gym privilege.

*If you see any activity in the gym that makes you uncomfortable, immediately report it to the Concierge or Security.

*If you see something that is potentially unsafe, or which needs maintenance, the Concierge or Building Manager must be advised immediately.

26. PARTY ROOM

26.1. Residents over the age of eighteen (18) may book the Party Room for use by the Resident and the Resident shall enter a Party Room License Agreement with the Corporation.

26.2. No more than sixty (60) guests are permitted in the Party Room.

26.3. All bookings for the Party Room shall be made with the Concierge/Management Office during regular business hours and should be made no more than six (6) months in advance. The Management Office may require information, as it decides in its sole discretion, is reasonable from any person applying for use of any of the Party Room.

26.4. Depending on the number of people attending the function in the Party Room, one or more private security guards must be retained to monitor the access to and egress from the Party Room during the reserved event. A private security guard(s) will be hired by the Corporation and the cost will be the responsibility of the party in whose name the reservation was made.

26.5. The Party Room License Agreement will require the Resident to provide a security/cleaning/damage deposit (the "**Deposit**"), in an amount set out in the Party Room License Agreement. If this Deposit is not paid to the Corporation at least two (2) weeks prior to the reserved date, the Property Manager or the authorized agent of the Corporation will cancel the reservation. The Party Room License Agreement will also require the Resident to provide a non-refundable administrative charge for use of the Party Room ("**Administration Fee**"). The amount of the Deposit and the Administration fee may be amended by resolution of the Board from time to time.

26.6. Subsequent to any event being held within the Party Room, the Property Manager or the authorized agent of the Corporation will determine if any damage has occurred to the Party Room finishings and/or the common elements and will notify the Resident who rented the room in writing as to the determination. If no damage has occurred, then the Deposit, less security and cleaning and/or repair charges, shall be returned to the Resident who used the Party Room. If there is damage, the Property Manager or the authorized agent of the Corporation shall apply the Deposit first against any and all damage. In the event the Deposit is insufficient to the pay for the security and/or damage and/or cleaning and/or repair expenses, then the Resident shall immediately reimburse the Corporation for all sums expended by the Property Manager or the authorized agent of the Corporation in excess to the security deposit amount to repair the damage and clean the Party Room. All costs incurred by the Corporation will be recovered from the individual responsible and/or the Owner and/or the Resident of the unit in which the Resident resides, and any costs incurred shall be recoverable in accordance with Rule 1.4.

26.7. Reservations must be cancelled no later than fourteen (14) days prior to the reserved date, except if the reservation is on a designated holiday, in which case the cancellation must be made at least one month in advance of the reserved date, and any cancellations within the final month prior to the reservation date shall result in the forfeiture of the Administration Fee.

26.8. The enjoyment of food, beverages and alcoholic beverages are permitted within the Party Room during such times, and subject to such restrictions, as the Property Manager and/or Board may decide from time to time.

26.9. Food deliveries must be made thought the visitor's parking entrance on P1. Liquor cannot be sold, whether for profit or otherwise, at any function within the Party Room.

26.10. No furniture may be removed from the Party Room whatsoever. All tables must be covered during events. Tablecloths for rent are available at the Concierge Desk.

26.11. All functions within the Party Room must be terminated as of 12:00 a.m. and must be vacated by all persons by 1:00 a.m. Notwithstanding the preceding, if noise levels are deemed by the Corporation (or its authorized agents, such as Concierge and security) to be unacceptable, the function may be immediately terminated, and all Residents and guests will be required to vacate the Party Room immediately.

26.12. The party room may not be used for commercial functions.

26.13. Boisterous behaviour of any sort (including yelling, running, rowdyism, vandalism, intoxication or inebriation from drugs and/or alcohol, and/or any other form of misconduct or misbehaviour) is strictly prohibited, and any person who commits same shall be removed from the premises by the Property Manager or its authorized agent. The Property Manager or its authorized agent shall have the unfettered and unchallenged discretion to determine what constitutes “boisterous behaviour” and who has committed same.

26.14. The foregoing rules governing the use of the party room shall be enforced in accordance with the terms of the Condominium Act, the declaration of each condominium enjoying the use or benefit of said facilities, and the provisions of any applicable reciprocal agreement or cost-sharing agreement governing the use or operation of said facilities (or any portion thereof), and upon such further terms as the Declarant initially (and the shared facilities committee subsequently) or the Manager may deem advisable, in their sole and unfettered discretion, from time to time.

26.15 Rental fee is $250.00 for Friday, Saturday, Sunday and Statutory holidays and $150.00 for bookings Monday to Thursday plus security deposit at amount $1,500.00. Cheque must be payable to YRSCC 1255. Bookings over 30 people require an extra security guard, fee as per party room agreement. Payment must be submitted to confirm the booking. If the board/dining room is also required to be booked on the same date as the party room by the same host, an additional fee of $100.00 is required.

26.16. Smoking, vaping, and cannabis are prohibited for residents and their guests anywhere in the building and outside on building property during the use of the party room.

26.17. No pets are allowed in the party room.

27. BOARD ROOM/DINING ROOM

27.1. Residents must be over the age of eighteen (18) to book the Board Room. Room must be vacated by all persons by 1:00 a.m. The preceding time restriction does not apply to meetings of the Board.

27.2. Reservations are on a first come, first-served basis.

27.3. Maximum 12 persons allowed.

27.4. No cooking equipment allowed.

27.5. No commercial function allowed.

27.6. Liquor cannot be sold, whether for profit or otherwise, at any function within the dining room.

27.7. No singing, no speakers or sound systems are allowed. Loud noise is strictly prohibited, failure to abide will terminate usage immediately.

27.8. No decorations allowed unless pre-approved by management and the board.

27.9. Do not move / relocate any decoration. Furniture must not be moved. Extra furniture such as chairs, tables, stools, etc. is not allowed.

27.10 Use of kitchen and bar facilities allowed.

27.11 Use of glassware from the bar shelf not allowed.

27.12 Rental fee at amount $150.00 and security deposit in the amount $of 1,500.00. Cheque payable to YRSCC 1255. Payment and rental agreement must be submitted to the concierge/property manager to confirm the booking.

27.13 The dining table must always be covered with a tablecloth and protective heat pad.

27.14 Room must be left clean and in order. All garbage bags must be removed.

27.15 No pets are allowed.

28. GUEST SUITE

28.1. The Guest Suite is designated NON-SMOKING. Smoking/vaping/cannabis is prohibited in the Guest Suite and on the patio.

28.2. Residents over the age of eighteen (18) may book the Guest Suite for use by their guest(s). No pets are allowed.

28.3. The Guest Suite is for the use of guests of residents only and is not intended for use as hotel rooms for business purposes.

28.4. The cost of the Guest Suite is eighty dollars ($80.00) per day, or such other amount as may be determined by resolution of the Board from time to time.

28.5. The Guest Suite is available by reservation only on a first come first served basis and the owner/resident must sign a Guest Suite Contract.

28.6. The Corporation and/or its authorized agents may determine such conditions of use regarding the Guest Suite as deemed reasonable in their own sole and unfettered discretion.

28.7. The maximum stay for a guest of a resident within the Guest Suite is seven (7) nights per month. Any stay longer than seven (7) nights in one month, whether consecutive or dispersed, must be approved by the Property Manager or the Board.

28.8. The Guest Suite is available for occupancy from 3:00 p.m. on the reserved day, and shall be vacated on the scheduled final day of use no later than 11:00 a.m.

28.9. Reservations for the Guest Suite should be made a minimum of one week in advance.

28.10. Signed contract and payment of the fees should be received by the Property Management Office a minimum of one week in advance. Fees must be paid for by separate cheques or money orders.

28.11. A Resident is responsible for all costs, damages, losses and or liabilities caused or occasioned by his or her guest arising from (or in connection with) such guest(s) use of the Guest Suite. An inspection of the Guest Suite subsequent to the guest(s) stay shall be conducted by the Concierge or Property Manager to ascertain whether any damage has been caused thereto. In the event that the Property Manager determines that damage has been caused to the Guest Suite (or to the property located therein) by a guest, the Property Manager shall provide a written report to the owner/resident who invited such guest, along with an invoice for payment of all costs relating to the repair of such damage, and the cleaning of the Guest Suite.

28.12. The Resident and his / her guests are responsible for all personal items left within the Guest Suite, and neither the Corporation, nor the Board, nor the Property Manager shall bear any responsibility for any loss, theft, damage, or destruction of any personal property of any guest.

28.13. Cancellation of reservations must be completed no later than 2 business days prior to the reserved date.

29. OUTDOOR BARBEQUES ON THE COMMON PATIO

1.1. The barbeques are available for use from 9:00 a.m. to 10:00p.m. daily, unless otherwise determined by the Board, and a $100.00 deposit is required, or such other amount as may be determined by resolution of the Board from time to time.

1.2. The use of this facility is restricted to Residents and their guests. A Resident must accompany his/her guest at all times when using the barbeque.

1.3. No one under the age of 18 is permitted to operate the barbeque.

1.4. Children must be supervised and accompanied by an adult at all times when in the vicinity of the barbeques. No trespassing is allowed on the flower beds and ledges.

1.5. Residents must inform the Concierge desk before and immediately after using the barbeque.

1.6. Barbeques may be reserved prior to use. A Resident may use the barbeque for a maximum of one hour. If there are people waiting to use the barbeques, please be considerate.

1.7. A Resident may use one barbeque at a time and must provide their own barbeque utensils.

1.8. All food must be transported through the common elements must be in securely covered containers.

1.9. All barbeque knobs and the gas valve must be turned off after use. Residents are responsible to notify the Concierge once finished so that gas can be shut off.

1.10. Each user is required to clean the grill surface using their own brush at the end of their use.

1.11. All garbage must be wrapped, tied, and removed from the barbeque area to prevent attracting wildlife.

1.12. In case of an emergency, residents are required to notify the Concierge desk at 905. 832.9002.

1.13. Owners are responsible for personal injuries, loses, liabilities or damage to property, caused by his/her guest(s) (or those of his or her Resident). In the event of damage to the barbeque, equipment, or surroundings by a Resident or his/her guest(s), Property Management will provide a written report to the Resident and Owner along with an invoice for payment of all costs related to the repair and/or cleanup of the damages.

1.14. Residents are fully responsible for all personal items of their own or their guest(s), left within the barbeque area, and the Corporation shall bear no responsibility for the theft, damage, or destruction of any such belongings.

1.15. Each Resident eligible to use the barbeque, is responsible for ensuring that any guest(s) is/are fully aware of all the rules and regulations.

1.16. The Corporation bears no responsibility for personal injury, loss, or damage to the property.

1.17. No smoking, vaping, or cannabis is allowed while operating or in the vicinity of a barbecue.

30. SMOKING, VAPING, CANNABIS or SUCH OTHER SUBSTANCES AS THE BOARD OF DIRECTORS MAY DETERMINE

YRSCC1255 IS A NON SMOKING BUILDING

NO SMOKING/VAPING

30.1 In addition to the provincial and/or municipal smoking ban in any interior common areas of a condominium corporation, except in areas designated by the Board from time to time, if any, there shall be no smoking in any unit or anywhere on, within or upon the Corporation's property, which includes all exterior common elements of the Corporation, including the exclusive use balconies and/or patios.

30.2 In the event that complaints are received by the Corporation that smoke odours are entering other units or the common elements as a result of smoking in a unit, and the complaint(s) are not resolved by the Owner following the receipt of written notice of the complaints from the Board or Property Manager, the Board and/or Property Manager may, by written notice to the Owner, prohibit smoking in the unit.

CANNABIS

30.3 There shall be no smoking of cannabis in any unit or anywhere on, within or upon the Corporation's property, which includes all exterior common elements of the Corporation, including the exclusive use balconies and/or patios. For greater certainty, Rule 30.2 only applies to individuals who smoke tobacco or tobacco related products.

30.4 There shall be no growing of cannabis in a unit or anywhere on the common elements, including exclusive use common elements.

30.5 For purposes of this Rule 30, "smoking" includes but is not limited to the combustion, vaporization and/or inhalation of tobacco or tobacco products, cannabis or cannabis products, or such other substance as the Board of Directors may determine.

CORPORATION INSURANCE vs PERSONAL INSURANCE

It is not clear to many condo owners how the Corporation's insurance and the Owner's insurance work together in a claim situation. One of the confusing parts of condominium insurance is that your insurance company cannot claim against another owner's insurance policy, even though they may have caused the damage to your suite and your contents.

The **Condo Policy** pertains to the condo building itself. It includes all common areas both inside and outside of the building.

The **Personal Insurance** protects the financial interests of individual unit owners. It is particularly important to have because it covers any upgrades you have made to your actual unit, such as wooden floors, new kitchen cupboards, etc. It also includes your personal property contained within the unit: appliances, furniture, clothes, electronics, etc. Many unit owners make the mistake of not purchasing this insurance because they are under the impression that the Condo policy has them covered. **Please note this is not the case!!!** Always have your own personal insurance coverage specifically tailored to your unit.

IF there is a "sudden event", such as a fire, flood from a plumbing system, drain backup, storm, or any other incident that it is deemed to be the Corporation's responsibility and **IF** said incident is considered insurable, then the Corporation or its insurers will pay the cost of restoring the suite to its **standard finishes as described in our Standard Unit By-Law #6**. Your homeowner's insurance must cover the cost of any betterment to the suite and any damage to personal property. The two policies are designed to complement each other so that each interest is protected without duplicating coverage.

Sections 24 to 28 of the Corporation Declaration deal with insurance required to be maintained by the Corporation and unit owners.

***Note:** Uninsurable events and procedures are not included in this memo. Tenant content insurance specifics are not covered under this memo.

STANDARD FINISHES

The standard finishes for suites are detailed in the Standard Unit By-Law #6, which was registered on September 20, 2016. This document describes the finishes that will be covered under the Corporation's Insurance Policy. Any components not detailed in this document are considered part of the Owner's "furnishing and betterments". The flooring is NOT covered at all by the Corporation's insurance, as it is excluded from the Standard Unit. This damage must be wholly covered by the homeowner's insurance.

This document should be provided to the Broker or Insurance Company that covers your suite for betterments and contents. Copy of Standard Unit By-Law No. 6 is available on Concierge Plus or it can be provided by Management Office, upon request.

INSURANCE DEDUCTIBLE

You will note that our insurance deductibles for the June 12, 2021 to Jun 12, 2022 coverage period are as follows:

STANDARD	**$ 25,000**
WATER DAMAGES	**$ 50,000**
SEWER BACKUP	**$ 50,000**

In accordance with The Condominium Act and General By-Law No. 7 of the Corporation, deductibles are charged back to owners where there is damage to the owner's unit, other units or common elements as a result of negligence or failure to maintain or as a result of an incident occurring from failure of a unit component. These charge backs can be recovered by the Corporation in the same manner as the common expenses. As part of your homeowner's insurance, you are strongly encouraged to obtain coverage for the Corporation deductible amounts.

IN-SUITE FAN COILS – MAINTENANCE AND REPAIRS

A **fan coil unit** is a simplified HVAC system that provides heating and cooling to your suite. Each suite, depending on its size, is equipped with one or more fan coils.

The system consists of a fan (powered by a motor) and a coil filled with hot or cold water, depending on season. The fan coil unit draws air from your suite, conditions it, and then supplies it back into your space. The thermostat controls all these features. There are additional components to the system, such as valves, actuators, and filters.

In addition to the above, our building fan coils are also equipped with **electrical heaters**, that can provide some comfort during the shoulder seasons.

As per our Corporation Declaration, each Residential Unit includes the equipment that provides service or utility to that unit, therefore making it **the owners' responsibility to maintain and repair**:

Each Residential Unit and Guest Suite Unit shall include all pipes, wires, cables, conduits, ducts, mechanical and electrical apparatus, and branch piping extending to, but not including, the common pipe risers, which provides services to that particular unit only regardless of whether or not same are located outside the unit boundaries described in Schedule 'C'. Each residential unit shall also include the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, including the shutoff valve, all of which provide a service or utility to that particular unit, (if applicable), regardless of whether or not same are located outside the unit boundaries described in Schedule 'C'.

Your fan coil unit is one piece of equipment that is in constant operation. This means that it should be regularly assessed by an HVAC technician, to prevent potential issues such as leaks, motor failure, rust, excessive noise, temperature discrepancies, proper drainage of accumulated condensation during the cooling season. The electrical heaters mentioned above should also be checked to ensure proper operation.

Filters should also be replaced on a regular basis. Depending on your lifestyle, number of occupants, pets and outside construction sites or vicinity to major roadways, the frequency of filter replacement can vary. Clogged and dirty filters reduce the efficiency of your coils and the air quality inside your suite. The condition of the filters can be easily assessed by opening the cover of the fan coil unit. Filters can be purchased from various retailers, in multiple MERV ratings. Please note that although a high MERV rating is good for air filtration, it is more restrictive to the airflow through the fan coil unit, and this may impact its performance and life span. **The size of your filters is 14 x 25**. Poly wire filters are available for purchase at the Front Desk, should you decide to use this type of material.

In terms of HVAC contractors that can service your unit or perform a preventative maintenance program, we can refer you to a few companies that specialize in this type of service. Please note that the Corporation is not endorsing any of these contractors and you are free to reach out and obtain multiple quotes. Please make sure they are licensed and insured contractors.

GATEHOUSE PROTOCOL (on behalf of Bellaria Shared Facilities)

In an effort to ensure the safety, security and integrity of our community and assets, we would like to remind everyone of the proper protocol in place at the gatehouse location, with respect to entering and exiting the property.

Please remember to:

- STOP at the resident gate arm, activate your remote button, wait for the arm to open, then enter. A STOP sign is posted beside the gate arm.
- Ensure that you are close to the gate arm before activating your remote button. The signal range has been reduced to prevent long-distance operation of the arms.
- Do Not use the remotes on the exit arms, they will open automatically.
- Use the correct lane when entering the complex: residents should be using their remotes and enter via the Resident Lane; visitors, trades, deliveries, pick-up services, etc should enter via the Visitors Lane and stop at the Gatehouse to be announced.
- DO NOT open the gate arm for a vehicle in front of you. We understand that the wait can be frustrating at times, however, this is a breach of protocol. The vehicle in front of you may not be a resident and may not have proper authorization to enter the complex.
- Idling, parking or pick-up from the resident lane are not permitted. Aside from being a designated Fire Route, stopping in the resident lane can cause traffic congestion, particularly at rush hour.
- DO NOT piggyback other vehicles to try and pass the gate. This is observed very often during the rush hour. Residents are not stopping at the STOP sign and force entry through the gate.
- The gate arm operation is one full cycle per remote activation. Once activated by a remote, the arm will open, and it MUST close before being operated again by another remote. Oftentimes, when the cycle does not complete, the arm will close on top of the tailgating vehicle. This causes damages to individual property, as well as to the Shared Facilities property. The Shared Facilities will not be held responsible for damages caused by breach of the above protocols. However, damages caused to the gate arms will be recovered from the residents that did not follow the protocols.