



Rules and S98 Specifications
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CONDOMINIUM RULES

Introduction

In accordance with Section 58 of the Condominium Act, the following Rules respecting the use of the common elements and units are made to promote the safety, security and welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units.

The Rules of the Corporation are binding on each unit owner and his or her family, visitors, servants, agents and occupants of the unit.

The Corporation may pass additional Rules from time to time in accordance with the Condominium Act, 1998.

Definitions

Owner: Shall include owners, their families, visitors, agents, tenants and occupants of the unit,

Any other words and phrases which are defined in the Condominium Act, 1998 (as amended from time to time), or the Regulations thereunder or any successor thereto, ("the Act") shall have ascribed to them the meanings set out in the Act.

1. General

1.1 Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, his or her family, guests, servants, agents, tenants or occupants of his or her unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses. Without limiting the generality of the foregoing, such losses, costs or damages shall include, but shall not necessarily be limited to, the following:

- (a) All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, these Rules;
- (b) An administration fee in the amount of \$50.00, to be payable to the Corporation for any breach of these Rules that continues after initial notice has been served.

1.2 No restriction, condition, obligation or provision contained in any Rule or Rules of the Corporation shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

1.3 Each of these Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these Rules shall not impair or affect in any manner the validity, enforceability, or effect of the remaining part of that Rule (if appropriate) or of the Rules, and in such event, the other part of the Rule (if appropriate) or the other Rules shall continue in full force and effect as if such invalid Rule or part of a Rule has never been included herein.

1.4 If a Rule is inconsistent with the provisions of the Declaration or By-Laws of the Corporation, the provisions of the Declaration and By-Laws shall prevail and the Rule shall be deemed to be amended accordingly.

2. General Provisions

2.1 No owner shall do anything or permit anything to be done that is contrary to any Provincial or Federal Statute (including Canada's Criminal Code), or Municipal By-law or any Rules, Regulations or Ordinances passed under any Statute or Municipal By-law.

- 2.2 No owner shall do or permit anything to be done in his or her unit, or on the common elements, or bring or keep anything therein or thereupon which in any way will:
- (a) Increase the risk of fire or the rate of fire insurance on the buildings, on property kept therein or on the common elements;
 - (b) Obstruct or interfere with the rights of other owners, or in any way injure them;
 - (c) Conflict with the laws relating to fire with the Regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner;
 - (d) Conflict with any Rules or ordinances of the Board of Health or with any statute or municipal by-law.
- 2.3 No videotaping or other electronic audio or visual recording of persons or personal property on the common elements is permitted without either:
- (a) the consent of the person(s) to be videotaped or recorded;
 - (b) the consent of the owner(s) of any personal property to be videotaped or recorded, or;
 - (c) the written consent of the Board of Directors.
3. Auction and Garage Sales
- 3.1 No auction sale or garage sale shall be held on the property without the written consent of the Board.
4. Dryer Ducts
- 4.1 Owners shall regularly (at least annually) clean out the dryer duct.
5. Electrical Circuits
- 5.1 Owners shall not overload any electrical circuits.
6. Entry Into Units
- 6.1 This rule is supplementary to the Corporation's right to access set forth in the Condominium Act, 1998 and the Declaration. The Corporation may enter any unit or any exclusive use area of the common elements, upon reasonable notice, in order to carry out the objects and duties of the Corporation. Note, however, that in the case of an emergency, it may be reasonable for the Corporation to gain immediate access (i.e. without notice) to a unit or to an exclusive use area of the common elements.
7. Exclusive Use Areas
- 7.1 Owners shall keep their exclusive use areas clean and tidy.
- 7.2 Subject to any municipal by-law or other applicable regulations, owners can barbecue only in their exclusive yard areas. The Board may, at its sole discretion, authorize an owner to barbecue on the common elements.
8. Exterior Seasonal Decorations
- 8.1 Exterior electrical Christmas decorations must not be installed prior to November 15 and must be removed no

later than February 15 (weather permitting). The Owner must ensure that electrical decorations are CSA approved and in good working order. The common elements must not be damaged in any way when installing **or** removing decorations. Any damage caused to the common elements is the responsibility of the Owner.

9. Exterior Light Fixtures

9.1 Owners are responsible to ensure that the exterior light fixtures (servicing their unit) contain a working light bulb.

10. Fences

10.1 Owners shall not attach anything to any of the fences on the property and shall not hang or place any article on the fence. Furthermore, owners shall not place any item closer than three inches to any fence. Owners shall not cause any harm or damage to any of the fences.

11. Fireplaces and Chimneys

11.1 The Ontario Fire Code requires that chimneys, flues and flue pipes shall be inspected annually and cleaned as often as necessary to keep accumulations of combustible deposits to a minimum. Proof of inspection must be provided to the Board of Directors not later than November 1st of each year. The Board strongly recommends that chimneys be cleaned at least twice annually. In addition, airtight stoves or fireplaces must be checked once every two (2) months during the heating season.

12. Garage Doors

12.1 Replacement garage doors must conform to the specifications set by the Board. The current specifications are: an 8 foot by 7 foot Standard Plus garage door (R16) with an overall thickness of 1 3/4 inches, pre-painted 26-gauge galvanized steel, woodgrain finish, colour "Desert Sand", 4 panels with horizontal grooves, CFC-11 free pressure-injected polyurethane foam between the walls of the panels for insulation, PVC weather-stripping inset between door sections and on all sides, torsion springs, sturdy galvanized steel hardware (not stretch spring).

13. Garbage

13.1 All garbage, debris and refuse shall be stored inside each unit. No Owner shall place, leave or permit to be placed upon or left in or upon the common elements any garbage, except on days designated by the municipality as garbage pick-up days.

13.2 Regular waste shall be placed in properly secured bags or containers. Recyclable waste shall be placed in their appropriate containers in a manner that will not result in the contents being dispersed on the common elements in windy/adverse weather conditions.

13.3 The disposal of goods and items not subject to pick-up by the municipality (e.g. hazardous goods, appliances, furniture etc.) is the responsibility of the Owner. Such goods and items shall not be placed on the common elements.

13.4 In the event that the municipality fails to pick up the garbage or an Owner misses the pick-up, the garbage must be returned to the unit until the next pick-up day.

13.5 Owners must maintain strict sanitary conditions at all times.

14. Humidity

14.1 Owners shall ensure that the level of humidity in the unit is reasonable. Owners must not allow the humidity

levels in the unit to cause condensation, mold or mildew or otherwise to result in harm to the property.

15. Items on Common Elements*

[*If the Rules allow for certain changes to the common elements, the changes are also subject to the requirements of Section 98 of the Act. That is, they require a registered agreement between the condominium corporation and the owners, dealing with the matters noted in Section 98(1); and their approval may also require the involvement of all owners pursuant to Sections 98(2) and 97.]

- 15.1 Nothing shall be placed on the outside of the windowsills, projections, railings or other external parts of the buildings. No awnings, shades, shutters, screens or blinds shall be erected over or outside of any window, door, porch or patio, without the prior written consent of the Board and subject to compliance with the Act.
- 15.2 Owners shall keep their yards clean and tidy. The yards shall not be used for storage, except items that are kept in a backyard storage shed that complies with any applicable by-law.
- 15.3 No hanging or drying of clothes is allowed on the common elements, except on a folding wooden or metal drying rack in the backyard. The rack must not be visible above the fence and must be returned to the unit when not in use.
- 15.4 No building or structure or fence or tent and no trailer, motor home or camper, either with or without living, sleeping or eating accommodations, shall be placed, erected, located, kept or maintained on the common elements including exclusive use common elements, without the prior written consent of the Board.
- 15.5 No plumbing or electrical repairs or alterations within any unit or within any partition, bearing or part wall shall be made without the prior written consent of the Board.
- 15.6 No articles or personal effects shall be left or stored on the common elements except motor vehicles properly parked in accordance with these Rules, and patio furniture and BBQ's stored in the backyard exclusive use areas which otherwise comply with the Act and the Corporation's Declaration, By-laws and Rules.
- 15.7 No part of the common elements shall be used for the erection, placing or maintenance of clothes-lines, incinerators, garbage disposal equipment, and recreation or athletic equipment, without the prior written consent of the Board.
- 15.8 Nothing shall be thrown out of windows or doors.
- 15.9 Any item on the common elements in contravention of these Rules may be removed by the Corporation at the risk and expense of the owner of the item.

16. Landscaping

- 16.1 No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.

17. Lawn Cutting and Maintenance

- 17.1 Each owner shall be responsible for lawn cutting and maintenance in the owner's exclusive-use backyard area only. Cutting and maintenance of all other common element lawn areas is the responsibility of the Corporation.

18. Lease of Unit

- 18.1 The common elements, including the various amenities, are available for the use of the residents and their guests. When an owner leases a unit, the tenant acquires all of the owner's rights to use the common elements, and the landlord gives up these rights.

The landlord then has only the following rights to attend at the property:

- (a) To exercise his or her rights and responsibilities as a landlord;
- (b) To fill the role of visitor, upon invitation of a resident.

19. Loitering

- 19.1 Loitering on the common elements is prohibited.

20. Noise or Nuisance

- 20.1 No owner shall create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants and persons having business with them. Such noise or nuisance includes but is not limited to the use of televisions, stereos, amplifiers, musical instruments and power tools.

21. Notice to Corporation of Defects, Symptoms or Accidents

- 21.1 Owners shall give the Corporation prompt written notice of the following:

- (a) Any structural, mechanical or other defect affecting the property, including any defect in the water pipes, heating system or electrical system, etc;
- (b) Any accident occurring on or in relation to the property; and
- (c) Any symptoms of a possible problem, such as water penetration, water seepage or leakage, cracks, unusual sounds or noises, smoke or odours.

22. Dangerous, Potentially Harmful or Offensive Materials

- 22.1 No person shall store any flammable, combustible, explosive or offensive goods, provisions or materials on the property, except a reasonable supply of firewood, properly and safely stacked, and stored within the unit.
- 22.2 No owner is permitted to use, place or distribute nuts of any kind (including peanuts) on the common elements.

23. Parking

- 23.1 No motor vehicle, other than a private passenger automobile, motorcycle, station wagon, van used for business purposes or pick-up truck, shall be parked on any part of the common elements including any part thereof of which any owner may have the exclusive use. No motor vehicle shall be driven on any part of the common elements other than a road, driveway or parking space. No motor vehicle shall be parked on any part of the common elements other than in a driveway or parking space.
- 23.2 No motor vehicle, tent, boat or trailer, snowmobile, machinery or equipment of any kind shall be parked or left on any part of the property unless authorized by the Board.
- 23.3 No major repairs to motor vehicles may be carried out on the property.

- 23.4 A protective pad shall be placed beneath the kickstand of all motorcycles when parked in a parking space.
- 23.5 No vehicle shall be parked at any time in designated fire lanes or other areas designated as “No Parking” zones.
- 23.6 Owners shall keep their driveway clean and free of materials or any condition likely to cause a nuisance, a hazard or any damage to the property, or any risk of fire.
- 23.7 Only road-worthy, plated and insured motor vehicles shall be kept on the common elements. Parking spaces are designed for operating vehicles; any cars, trucks or other vehicles deemed to be abandoned or unsightly by the Board are not permitted on the common elements. Furthermore, all vehicles on the common elements must be in a proper state of repair and in proper operating condition. Without limiting the generality of the foregoing, vehicles must not leak oil or other fluids.
- 23.8 No vehicle that has a curb weight when unloaded of more than 2,300 kilograms, or more than four wheels, shall be kept on any part of the common elements unless such vehicle is permitted with the written consent of the Board of Directors.
- 23.9 As required by weather conditions, during the winter season, all vehicles must be moved by the vehicle owners to allow for snow removal from Visitor Parking.
- 23.10 Only one motorized vehicle is to be parked in any parking space. Double, side by side parking of vehicles in the driveway attached to the unit is not permitted. Vehicles parked in driveways must not extend beyond the inside face of the curb.
- 23.11 Vehicles in Visitor Parking must be contained within one parking space and must not extend into the road.
- 23.12 The rules for Visitor Parking are set from time to time by the Board of Directors. The current rules are available from the property manager. The Board may opt to use an independent contractor for monitoring the use of Visitor Parking.
- 23.13 Any vehicle not in compliance with these rules may be ticketed and/or towed at the risk and expense of the owner.
24. Pets
- 24.1 For the purposes of this Rule, “pet” means an animal which may be kept in a residence under the terms of the applicable by-laws of the municipality.
- 24.2 No animal, livestock or fowl other than pets shall be kept in any unit or on the common elements.
- 24.3 No pet that is deemed by the Board, in its absolute discretion, to be a nuisance shall be kept by any person in any unit or in any other part of the property. Any person who keeps such a pet on the property, or any part thereof, or who is otherwise determined by the Board to be in violation of these Rules shall, within two (2) weeks of receipt of written notice from the Board requesting the removal of such pet, permanently remove such pet from the property.
- 24.4 No pet shall be allowed outside a unit unless it is in the custody of a responsible resident and carried or on a leash.
- 24.5 All pet droppings on common elements are to be promptly removed by the pet owner. The pet owner is responsible for ensuring that the municipal “poop and scoop” by-law is respected.
25. Roads, Sidewalks, etc.

25.1 The roads, sidewalks, passageways and walkways used in common by the owners shall not be obstructed by any of the owners or their personal effects or used by them for any purpose other than for ingress and egress to and from their respective units, driveways, parking spaces, recreation centre or swimming pool.

26. Signage

26.1 No sign, advertisement, notice or illumination of any kind shall be inscribed, painted, affixed or placed on any part of the common elements whatsoever without the prior written consent of the Board.

27. Smoke Detectors

27.1 Each unit owner shall ensure that the unit contains smoke detector(s)/alarm(s) as required by applicable codes and that these fire safety devices are operational. Where a unit is leased, the owner and tenant shall bear this responsibility jointly and severally. Each unit owner shall indemnify and save harmless the Corporation from any costs, damages, claims or expenses incurred by the Corporation by reason of his or her failure to satisfy the requirements of this rule.

27.2 Each owner must provide the Corporation, on an annual basis, written confirmation of compliance with this rule. The Corporation will provide an annual reminder of this requirement.

27.3 If an owner fails to provide written confirmation of compliance with this rule, the owner shall be entirely and exclusively responsible for any losses, costs, damages or claims that may result from such failure.

28. Snow Removal

28.1 Each unit owner shall keep the driveway, walkway and steps forming a part of his/her exclusive use portion of the common elements clear of snow and ice and shall not place snow on the road.

28.2 Each unit owner shall be responsible for applying gravel, salt or sand to those driveways, walkways and steps, if required by weather conditions, to ensure that they do not present a safety hazard to anyone who may use them.

29. Swimming Pool

29.1 The rules relating to the swimming pool are set from time to time by the Board of Directors and issued each year prior to pool opening.

30. Television Antennae

30.1 No television antenna, aerial tower or similar structure (including a satellite dish) and appurtenances thereto shall be erected on or fastened to any unit or on to any portion of the common elements, except by the Corporation in connection with a common television cable system. No cable shall be strung on any part of the common elements.

31. Temperature

30.1 Owners shall keep the unit at a reasonable temperature. Owners must ensure that the temperature of the unit does not result in freezing pipes, excessively cold walls, condensation, excessive heat or other problems that may cause harm to the property.

32. Trespass

32.1 The condominium property is private property. Only owners, tenants and their families and invitees are permitted on the property.

33. Use of Premises

33.1 The units are single family residences.

33.2 Business activities carried out on the property:

- (a) must not require customers, clients or suppliers to attend at the property in any manner that the Board may find unreasonable;
- (b) must not increase the level of common expenses;
- (c) must not contravene any municipal zoning or other applicable by-laws or regulations;
- (d) must be carried out within the unit.

34. Water, Sewers and Plumbing

34.1 The water closets and other water apparatus, including exterior drains, shall not be used for purposes other than those for which they are constructed, and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who caused such damage.

34.2 Water shall not be left running unless in actual use. Owners shall take all reasonable measures to conserve water.

35. Windows, Screens and Glass

35.1 Each owner shall be responsible for washing the exterior of all the windows in the unit.

35.2 Each owner shall be responsible for the maintenance and repair of window screens and the replacement of missing screens.

35.3 Each owner shall be responsible for the replacement of broken glass and any other damage to windows and doors.

36. Asbestos

All owners must practice the following Occupational Health and Safety Act (and Regulations) requirements:

36.1 All residents are hereby notified that the condominium corporation has received an expert report which has confirmed the presence and location of certain hazardous substances in certain locations on the common elements and in the units. The report is an Asbestos Survey and Asbestos Management Plan ("AMP"), prepared by EXP, dated June 8, 2012. Any resident can obtain a copy of the AMP from the Board or the Manager.

36.2 The asbestos revealed by the AMP, and their locations, are shown in the executive summary of the AMP. The AMP sets out the plan which has been implemented to deal with the asbestos located on the property.

36.3 The expert has also advised that the hazardous substances do not represent a health risk as long as they remain in good condition and are not disturbed (for example, during repair or maintenance work in the area in question).

36.4 According to the *Occupational Health and Safety Act* (and Regulations), all residents are required to:

- (a) advise any workers employed by the resident of the information in the AMP;
- (b) ensure that all workers employed by the resident to undertake any work which may disturb asbestos containing materials have received the appropriate training to undertake such work, in accordance with the *Occupational Health and Safety Act* (and Regulations).

**S98 SPECIFICATIONS FOR
MODIFICATIONS TO THE COMMON ELEMENTS BY OWNERS**

As set out in Bylaw #12, Article V, prior to carrying out any modification to or installation upon the common elements, owners must sign an Acknowledgement in the form attached as Schedule “1” to the Bylaw. The Corporation shall hold the Acknowledgement in the owner’s unit file and shall attach a copy of the Acknowledgement to any status certificate issued regarding the unit.

Modifications to the common elements listed below are allowed, subsequent to the owner signing the aforementioned Acknowledgement; modifications not listed are not allowed.

Where the proposed modification spans two exclusive use areas, owners of both units must sign Acknowledgements.

1. Landscaping in Exclusive Use Backyards:

The backyards of each unit (extending to the enclosing fence or the plane of a line drawn from one side of the outermost end of the privacy fence to the other where there is no enclosing fence) are deemed to be exclusive use areas of the common elements. The guiding principle for any modifications within this area is that they enhance the property, are unobtrusive, in good taste, will not cause damage to the common elements and will not result in any interference of the quiet enjoyment by other residents of their unit or backyards.

(a) General Specifications: All modifications must:

- (a) be professionally installed;
- (b) ensure that there is a negative grade away from the unit and from the backyards and rear walls of the adjacent units;
- (c) allow access to non-exclusive use parts of the common elements for maintenance and repair;
- (d) allow unrestricted access to utility (hydro, gas, water) installations;
- (e) not be attached to or hang from the fences or any part of the unit; and
- (f) be fully contained within the backyard.

(b) Landscaping:

- (a) plantings must not encroach into other yards or into non-exclusive parts of the common elements;
- (b) plantings should not climb, overhang or extend above the fence;
- (c) the planting of trees and climbing vines is NOT permitted;
- (d) patio and interlocking stones, crushed or ornamental stones should be earth tones only;
- (e) flower borders made of non-natural materials such as stone, wood or plastic should not be higher than 12 inches; and
- (f) garden ornaments or statues should not be taller than 3 feet.
- (g) the Board of Directors retains the right to determine what plantings are acceptable and may, in its absolute discretion, direct a unit owner to maintain, trim, move and/or remove any plantings.

2. Decks:

Any owner wishing to install an above ground deck must submit detailed drawings and plans to the Board of Directors for consideration.

3. Backyard Enclosing Fence:

Owners whose backyards are not enclosed may install an enclosing fence provided that:

- (a) the fence is completely constructed of pressure treated wood and in a manner consistent with those throughout the site;
- (b) the fence is properly aligned with the ends of the privacy fences furthest from the unit wall and the fence boards are as close to the ground as is possible and evenly aligned at the top;
- (c) if a gate is not installed, an opening of approximately 40 inches is retained at the end of the fence on the same side as the unit's patio door;
- (d) posts measuring 4 inches by 4 inches by 10 feet set in post holes 4 feet deep and filled with crushed stone dust or concrete are installed at each end and at the midpoint of the enclosing fence;
- (e) each pair of posts are joined at the bottom, midpoint and top by horizontal 2 inches by 4 inches by 8 foot rails nailed to the posts;
- (f) fence boards measuring 1/2 inch by 6 inches by 6 feet are nailed to the horizontal rails on both sides in an alternating pattern;
- (g) a 2 inch x 4 inch cap is nailed across the top of the fence boards and top horizontal rail from post to post for the full length of the enclosing fence; and
- (h) the fence is not to be painted.

4. Backyard Gates:

A backyard gate may be installed provided that:

- (a) the gate is constructed of pressure treated wood and has the appearance of that shown in Appendix A, Figure A.

Gate Panels	1/2 inch x 6 inches
Horizontal Rails	2 inches x 4 inches
Cross Rails	2 inches x 4 inches
Hinges	4 inch, zinc coated
Gate Handle, Latch and Slidebolt	Black coated metal
- (b) gate panels are even with the top of the fence boards and aligned as closely as possible with the bottom of the fence as the ground will allow; they must be staggered from side to side of the rails, and spaced equally apart, approximately 3 inches;
- (c) hinges (three) are heavy duty (sufficient to support the weight of the gate) and corrosion resistant; they must be fastened with wood screws to the interior side, so that the gate opens inward, towards the unit only; they must be aligned on the horizontal rails;
- (d) the horizontal rails must align with the adjacent fence section; the cross rails must be secured between the horizontal rails;
- (e) the gate must be hung from the partition/privacy fence that runs perpendicular to the rear of the unit; the exterior of the gate should be in line with the outside face of the fence boards of the adjacent fence section that forms the opening in the fence; normal dimensions are approximately 40 inches wide by 70 inches high; the dimensions of each opening may vary slightly, but must stay in line with the specifications;
- (f) the gate is equipped with an exterior handle and an interior latch and slide bolt on the inside in black coated metal;
- (g) the owner accepts that the Board of Directors retains the absolute right to direct a unit owner to modify or remove the gate in the event that damage is being caused to existing fences or posts.

5. Other Fences:

Owners wishing to install other fences (e.g. side fences at end units) must submit a detailed drawing to the Board of Directors for consideration.

6. Patio Doors:

The replacement of patio doors prior to the time the Corporation has planned to do so is acceptable provided that:

- (a) the door, frame and surrounding trim matches the existing installation in design and style; the colour is to be white to match the existing windows;
- (b) the door meets the CAN/CGSB-82. 1-M89 Standard;
- (c) the door has a vinyl (100% PVC) clad wood frame with extruded vinyl (100% PVC) panels (one fixed, one sliding) with security bar;
- (d) the door has minimum ratings of A3, B3, C3 (referring to air, water, load ratings);
- (e) the door has Low-E Argon and suitable edge spacers to provide R-Value of not less than 3.0;
- (f) all exterior joints are sealed with Mulco Supra Thermic or equivalent caulking to match exterior trim colour, the perimeter of wall openings are insulated and all interior and exterior trim and brick mouldings are replaced; interior caulking is applied where appropriate;
- (g) it is professionally installed to conform to manufacturer's installation specifications;
- (h) the old door, frame, brickstop, caulking, insulation and trim is removed from site and the work area is cleaned up promptly; and
- (i) any damage caused to the common elements from the installation of the door is repaired immediately at the owner's expense.

7. Central Air Conditioners:

A central air conditioning system may be installed provided that:

- (a) the system is not water-cooled;
- (b) the system is suitable for residential use;
- (c) it is professionally installed;
- (d) the system meets all current municipal noise and other relevant by-laws and regulations;
- (e) the compressor is located in the backyard only;
- (f) any vents are located in the rear wall of the unit only at or near ground level, in accordance with the manufacturer's installation instructions; and
- (g) all holes made in the unit's exterior walls are properly sealed.

8. Window Air Conditioners:

Window-mounted air conditioners may be installed provided that:

- (a) they are installed in the rear windows of the unit only;
- (b) they are of high quality and comply with all current operating standards and codes with respect to noise emission levels, refrigerant etc.;
- (c) clear plexiglass is used as a surround to replace the window affected by the installation;
- (d) the air conditioner is safely braced and secured;
- (e) support braces are not fastened to the exterior of the unit or any other part of the common elements; and
- (f) the unit and supports are removed and the window re-instated no later than October 31st.

9. Vents and Air Intakes:

The upgrading of any Unit heating system may require the installation of vents or air intakes. They must:

- (a) be located in the front or backyard as close to ground level as possible, in accordance with the manufacturer's installation instructions; and
- (b) be installed by a licensed professional.

10. Composters:

A composter may be installed provided that:

- (a) it is located in the backyard only;
- (b) it is small and unobtrusive;
- (c) it is used only in the manner for which it is intended, i.e. contains only organic, biodegradable matter;
- (d) it is properly maintained in every respect;
- (e) it does not attract pests, rodents, birds, animals etc.; and
- (f) it is kept odour-free.

The Board of Directors retains the right, in its absolute discretion, to direct an owner to relocate or remove the composter.

11. Utility Sheds:

A utility shed may be placed in the backyard provided that:

- (a) it is professionally built or manufactured;
- (b) it is not attached to any part of the fence or unit wall;
- (c) it allows access to non-exclusive use parts of the common elements for maintenance and repair;
- (d) it allows unrestricted access to utility installations;
- (e) it does not exceed the height of the fence; and
- (f) it does not exceed 12 square feet in surface measure.

12. Landscaping in Exclusive Use Front Yards:

The front yard, driveway, entrance path and entrance of each unit are deemed to be exclusive use areas of the common elements. For those units that share a front lawn and/or a driveway, the delineations are deemed to be the plane of a straight line drawn from the midpoint of the brick face of the wall separating the two entrances to the inside edge of the curb, and the plane of a straight line drawn from the midpoint of the brick face separating the two garage door frames to the inside edge of the curb, respectively.

In order to maintain an aesthetically pleasing yet relatively consistent appearance at the fronts of the units, modifications permitted in these exclusive use common elements are very limited.

12.1. Landscaping:

- (a) flowers may be planted around the base of trees provided that the base of the tree is not damaged, that soil is not built up at the tree trunk, that the owner takes responsibility for trimming the lawn adjacent to this area, and that the area is cleaned out by October 31st.
- (b) flowers and ornamental shrubs may be planted in the corner between the front walk and the garage wall provided that they do not exceed the height of the half-wall; soil should not be built up against the bricks; borders of stone, brick, wood, or plastic should not exceed 12" in height and should be earth tones only; the area must be cleaned out by October 31st.
- (c) owners of end units may plant flowers in the common elements adjacent to the end wall of the unit and along the fence adjacent to visitor parking areas.
- (d) the planting of trees, perennial ivy and any other climbing vines is NOT permitted.
- (e) garden ornaments and statues are NOT permitted.
- (f) the Board of Directors retains the right to determine what plantings are acceptable and may, in its absolute discretion, direct a unit owner to maintain, trim, move and/or remove any plantings.

Any owner wishing to carry out more extensive landscaping modifications must submit detailed drawings and plans to the Board of Directors for consideration. Where the proposed modification spans two exclusive use areas, the owners of both units must jointly make the submission.

13. Exterior Light Fixtures:

An exterior light fixture may be installed provided that:

- (a) it is brass, Coach Light design and 17 inches in height;
- (b) it is secured to the brick;
- (c) it is centred between the garage face board closest to the unit and the edge of the brick face forming the corner of the garage; and
- (d) the base of the fixture is aligned with the base of the lintel board.

A second matching exterior light fixture may be attached to the exterior of the garage wall leading to the front porch provided that:

- (a) it is centred on the brick wall between the exterior corner of the garage and the plane of a vertical line drawn from the exterior face of the half wall; and
- (b) the base of the second fixture is horizontally aligned with the base of the first fixture.

14. Municipal Address Numbers:

Municipal address numbers may be attached provided that they are:

- (a) brass;
- (b) 4 inches in height;
- (c) centred 1 inch apart vertically on the garage face board nearest to the front entrance; and
- (d) an equal distance above and below the lintel board.

15. Mailboxes:

The existing mailbox may be replaced provided that:

- (a) the mailbox is brass;
- (b) it measures 15 inches in length and 7 inches in height;
- (c) it is installed in the same location as the original mailbox; and
- (d) the light fixture and municipal address numbers specified above are installed at the same time.

16. Storm/Screen Doors:

A new storm/screen door may be installed provided that:

- (a) it is professionally installed;
- (b) the type is aluminum only;
- (c) the colour matches the colour of the new unit front entrance doors; and
- (d) once installed, it must not be removed upon the owner vacating the unit. If removed during ownership of the unit, the common elements must be restored to their original condition prior to the installation (e.g. matching aluminum capping replaced wood trim and paint to match.)

17. Keyless Entry Pads for Garage Door Openers:

A keyless entry pad for a garage door opener may be installed provided that:

- (a) it is a dark colour and unobtrusive in size; and
- (b) it is installed on the inside face of the garage doorframe.

18. Sealing of Driveways:

Driveways may be sealed with an asphalt sealer provided that:

- (a) where the unit owner's driveway adjoins a neighbour's driveway, both driveways are sealed at the same time;
- (b) the entry path(s) is/are done at the same time as the driveway(s);
- (c) conventional materials are used and manufacturer's instructions are followed;
- (d) the result is not patchwork in appearance; and
- (e) the owner(s) of the unit(s) accept full responsibility for unsatisfactory results or damage caused.

19. Eavestrough Downspout Extensions:

An extension may be installed on the eavestrough downspout provided that:

- (a) it is dark brown aluminum;
- (b) the diameter is consistent with the existing downspout;
- (c) the extension is properly and safely secured to the existing downspout in a professional manner;
- (d) no fastener which penetrates the driveway asphalt is installed;
- (e) the extension ends not less than 1 foot from the inside edge of the curb at the end of the driveway; and
- (f) the extension does not interfere with repair and maintenance of the common elements.

20. Seasonal Decorations:

Seasonal decorations may be temporarily attached to the facade of the unit provided that:

- (a) supports, hangers and other attachment methods do not penetrate/pierce shingles, eavestroughs, bricks, mortar, doors, windows, frames etc.;
- (b) they are in good taste;
- (c) they present no safety hazard;
- (d) electrical decorations are CSA approved and in good working order; and
- (e) they are removed promptly following the occasion.

21. Flags:

A Canadian flag may be installed provided that:

- (a) it measures no more than 27 inches x 54 inches;
- (b) the flagpole holder is fixed on the face board of the garage door frame farthest from the unit entrance;
- (c) the flagpole holder does not protrude more than 1 inch from the face of the frame on which it is installed;
- (d) the base of the flagpole is 29 inches below the soffit;
- (e) no component presents any safety hazard; and
- (f) the flagpole and flag are removed for the winter season.

22. End Unit Windows:

End unit owners may install a window in the gable end of the unit provided that:

- (a) a written application is submitted to the Board of Directors prior to the commencement of any work;
- (b) a building permit is obtained and submitted to the Board of Directors prior to the commencement of any work;
- (c) the window is professionally installed;
- (d) the maximum exterior dimensions are 60 inches in height and 24 inches in width;
- (e) the window is fixed and non-opening;
- (f) the frame is white, exterior finished in dark brown aluminum and is maintenance-free;
- (g) the glass is double glazed, Low E; and
- (h) the location of the window is as shown in Appendix A, Figure B.

23. Chimneys:

A fireplace within the unit requiring a chimney through the common elements directly above the unit may be installed provided that:

- (a) no work proceeds until a copy of the plans approved by the relevant municipal authority along with a copy of the Building Permit, is submitted by the unit owner to the Board of Directors for review and approval;
- (b) the work is carried out by a professional;
- (c) the unit owner maintains and has regular inspections made to the fireplace and the chimney to ensure their safe condition and operation at all times;
- (d) the unit owner is responsible for the appropriate maintenance and cleaning of the fireplace and the chimney; and
- (e) the unit owner complies with such other terms and conditions as the Board of Directors may, from time to time, require.

24. Physical Aids for the Disabled:

An owner wishing to install physical aids for the disabled on exclusive use common elements must submit professionally designed detailed drawings, plans and specifications to the Board of Directors for consideration.

APPENDIX A

FIGURE A
GATE AND HARDWARE

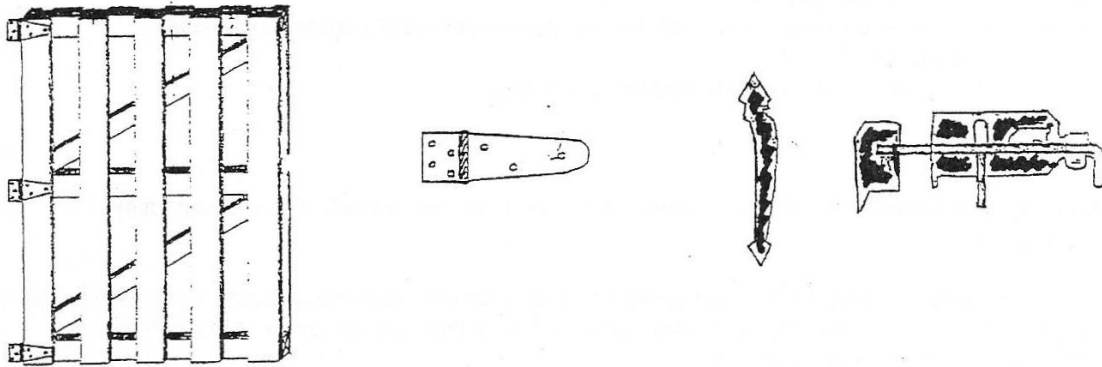


FIGURE B
TYPICAL ELEVATION OF AN END UNIT

