

DURHAM CONDOMINIUM CORPORATION NO. 122

RULES

The following rules passed by the board of directors of Durham Condominium Corporation No. 122 (the "**Corporation**") pursuant to the *Condominium Act, 1998*, as amended, shall repeal all existing rules of the Corporation and shall be observed by all unit owners, their tenants, and all persons residing in and/or attending the unit including, without limitation, family members, guests, invitees, servants and agents.

Definitions

Unless specifically stated otherwise, the terms used herein shall have ascribed to them the definitions contained in the *Condominium Act, 1998*, and the Corporation's declaration.

"Act" shall mean the *Condominium Act, 1998, S.O. 1998, Chapter 19*, and amendments thereto

"Board" shall mean the board of directors of Durham Condominium Corporation No. 122

"Corporation" shall mean Durham Condominium Corporation No. 122

"Manager" shall mean the property manager of the Corporation

"Owner" shall mean the owner(s) of a dwelling unit of the Corporation

"Resident" shall mean a person living in a dwelling unit of the Corporation, be they a tenant or Owner of such unit.

1. OWNER'S RESPONSIBILITY

Any Owner leasing or renting his/her unit shall not be relieved from any of his/her obligations with respect to his/her unit, including the obligation to ensure compliance with the Corporation's rules by all Residents and guests of the unit.

2. QUIET ENJOYMENT

- a. No Owner or Resident shall permit the creation or continuation of any noise or nuisance which, in the opinion of the Board may or does disturb the comfort or quiet enjoyment of the units or common elements by other Residents.
- b. No noise, odour or offensive action shall be permitted to be transmitted from one unit to another, or to the common elements. If the Board or Management determines that any such noise, odour or offensive action is being transmitted to another unit or to the common elements and that such noise, odour or offensive action is an annoyance or a nuisance or disruptive, then the Owner of such unit shall, at his own expense, take such steps as shall be necessary to abate the noise, odour or offensive action to the satisfaction of the Board. If the Owner fails to abate the noise, odour or offensive action, the Board or Management shall take such steps as it deems necessary to enforce this rule or abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all costs incurred by the Corporation in enforcing the rule and abating the noise, odour or offensive action, including legal fees on a solicitor and his or her own client basis.

- c. No auction sales or public events shall be allowed in any unit or on the common elements without the prior written consent of the Board.

3. SAFETY AND SECURITY

- a. Residents shall immediately report to the Police first, then to the manager, any suspicious person(s) on the property.
- b. The Board and Management shall have the authority to restrict the quantity of building access keys, cards or fobs held by Residents, and to set policies from time to time, regarding the registration, distribution, use, and/or replacement of access keys, cards or fobs. Each Resident shall abide by such policies and shall notify the Manager immediately if his/her access key, card or fob is lost or stolen.
- c. Building access doors shall not be left unlocked or left open for any reason and no one shall admit persons into the building unless such person(s) is known to be a Resident, or guest or visitor of a Resident of the Corporation.
- d. No one shall place or cause to be placed on the entry door to a unit, any additional or alternate locks, without the prior written approval of the Board and in accordance with the Act, the Corporation's declaration, by-laws and rules. If a lock is permitted to be changed, then a copy of the new key shall be immediately delivered to the management office.
- e. No Resident shall cause anything to be affixed, attached, hung, displayed or placed on the outside of the unit door or door frame.
- f. Lockboxes for keys shall not be attached to the bannisters of the stairs in the stairwells. Prior arrangement for the location of lockboxes shall be made with the Manager.
- g. Owners shall supply to the Corporation the names of all Residents of their unit, the license plate numbers of all motor vehicle(s) parked in the parking space(s) for that unit, and any other such information as required by the Corporation from time to time. Owners shall ensure that all such information on record with the Corporation is current and shall advise the Corporation immediately of any changes in such information.
- h. No "For Sale" or "Open House" signs, or any other signs of any sort, are permitted on the property. The prior approval of the Manager will be required for open houses of units. The Owner's agent(s) or the Owner shall escort all open house attendees at all times while they are on the Corporation's property.
- i. No storage of any propane or natural gas tanks, combustible or offensive goods, provisions or materials, or other harmful chemicals as designated by the Board from time to time, shall be kept in any of the units or on the common elements (be they exclusive use or not).
- j. No combustible material, including coal or propane, and no barbeques of any kind, shall be used on any part of the common elements (be they exclusive use or not), for cooking purposes, or for any other reason.
- k. No one shall overload existing electrical circuits.

- l. Water shall not be left running unless in actual use.
- m. Nothing shall be thrown or swept out of the windows or doors and no mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window or door of a unit, or any part of the common elements, including patios.
- n. No Owner or Resident shall do, or permit anything to be done in his/her unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other Owners or Residents, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any Owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- o. No Owner or Resident shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his unit or adjacent common elements. Owners and Residents shall immediately report to the Corporation all infestations of pests, insects, vermin or rodents. Owners and Residents shall permit the Manager and/or the Corporation's agents (including but not limited to pest control personnel) to enter their unit for the purpose of conducting pest control operations, including a spraying program, and shall prepare their unit in the manner requested by the Corporation to facilitate the appropriate pest control operations. A Resident of a unit required by law to have a carbon monoxide detector and/or a smoke alarm installed therein shall comply with all maintenance and testing obligations as prescribed by law and shall ensure that such devices are in good working order at all times.
- p. Residents are responsible for their own safety and conduct, and the safety and conduct of their family, tenants, guests, invitees and agents, while in a unit or on the common elements. The Corporation, its employees, agents, and the Board shall not be responsible for any personal injury and/or loss of, or damage to, personal property during the use of any unit or the common elements, howsoever caused.

4. CIVILITY RULE

- a. No Owner, Resident, or their family, tenants, guests, invitees and agents, shall injure, harass, threaten, initiate any defamatory, threatening, hateful or discriminatory statement or action, or participate in any illegal or harmful conduct, towards an Owner, Resident or the Corporation's employees, agents, contractors, service providers, or the Board, including but not limited to any conduct that is or would be contrary to the Ontario Human Rights Code, Ontario Occupational Health and Safety Act, or contrary to any policies, codes of conduct and/or ethics, passed by the Board and delivered to Owners and/or Residents from time to time.

5. HARASSMENT RULE

- a. No person on the Corporation's property or shared facilities shall engage in any violent or harassing conduct toward any other person or injure, harass, threaten, intimidate, beset, annoy, disturb or initiate any defamatory, threatening, hateful or discriminatory statement or action, or participate in any illegal or harmful conduct toward any other person. For the purpose of this rule, a "person" may include an Owner, a Resident, their visitors, guests and invitees, any of the Corporation's representatives, directors,

managers or workers and any contracted worker on the Corporation's property. Harassment consists of any oral or written statement, action or behavior which is annoying, intimidating, threatening, violent, sexually harassing, or which causes or may cause physical or psychological harm, fear, humiliation or embarrassment which, objectively determined on a reasonable basis, is known or reasonably ought to be known to be unwelcome or offensive, and shall include any aggressive or unwelcomed improper behavior, such as purposeful breach of a person's privacy, leering, excessive staring at a person, peering into a person's window and similar disconcerting behavior. Harassment might also include, but is not limited to, any verbal abuse, insulting comment, joke, gesture, conduct or touching, contrary to any ground of workplace harassment or sexual harassment set out in the *Ontario Human Rights Code* or the Corporation's Workplace Violence and Harassment Policy, all of which provisions are hereby made applicable to relationships, behaviors and conduct among Residents, visitors, staff, contractors and the Corporation's representatives, and which provisions may be enforced under this rule. Harassment also includes door-to-door canvassing or solicitation before 9:00 a.m. or after 9:00 p.m. on any day or at any time on a Sunday or statutory holiday. Canvassers are further deemed to be harassing a Resident and committing unlawful trespass if they (or any object or any part of their bodies) cross over the threshold into a unit without being expressly invited inside by the Resident or block any unit door from being closed.

- b. No Owner, Resident or their family, tenants, guests, invitees and agents shall interfere with the provision of services provided by the Manager, or any agent, employee, contractor or service provider of the Corporation, nor obstruct or interfere with the ability of the Manager, or any agent, employee, contractor or service provider, to perform their services or carry out their work at or for the Corporation.

6. COMMON ELEMENTS

- a. No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property, including but not limited to grass, trees, shrubs, hedges, flowers or flower beds.
- b. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the common elements whatsoever without the prior written consent of the Board.
- c. No awning or shade shall be erected over, on or outside of windows, patios without the prior written consent of the Board. Nothing shall be placed on, or affixed to, windowsills, or patio railings so as to project beyond the outer surface thereof.
- d. No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements.
- e. The sidewalks, entries, hallways, driveways and walkways, which form part of the common elements, shall not be obstructed by anyone, or used by them for any purpose other than for ingress and egress to and from a unit, or some other part of the common elements. No one shall place or leave, or permit to be placed or left, anything in the corridor outside a unit or in the stairwells, including, but not limited to, carts, strollers, carriages, doormats, shoes, boots, umbrellas. Any items left on the common elements in breach of this rule may be removed and disposed of by the Corporation without notice.

- f. Hanging or drying of clothes is not permitted on any part of the common elements, including patios.
- g. Only seasonal furniture is allowed on patios. All such items shall be safely secured in order to prevent such items from being blown around by high winds. Patios shall not be used for cooking or storage of any goods or materials.
- h. No television antenna, satellite dish, aerial or similar structure and appurtenances thereto shall be erected on, or fastened to any unit, or to the common elements, including exclusive use common elements, except for in connection with a common cable system installed by the Corporation.
- i. Pursuant to the Smoke-Free Ontario Act, S.O. 1994, smoking is prohibited in all indoor common areas (including but not limited to stairwells, elevators, hallways, parking garages and party rooms). Smoking is also prohibited: (a) on or in any exclusive-use common elements area appurtenant to any Unit; (b) within nine (9) meters of any door or window of any building or structure on the property; and in any other area of the common elements, except in areas as may be designated by the Board from time to time. For the purpose of this rule, "smoking" shall include the smoking and use of any substance or product, including but not limited to, cannabis, tobacco, cigarette, pipe, cigar, electronic smoking device that creates smoke, aerosol or vapour of any sort, any similar product emanating vapour or smoke, and any illegal substance.
- j. No smoking is allowed on either patio out front.
- k. No outside painting shall be done to the exterior of the Units, railings doors, windows or any other part of the common elements.
- l. Roller-skating, roller-blading, skateboarding, bicycle riding, any sports activities, roughhousing, running, fighting, and any other similar activities are prohibited inside the buildings and on any of the common elements. Residents must conduct themselves properly and walk while inside the building and on the common elements, with exception of persons with disabilities and in need of mobility assistance devices such as wheelchairs.
- m. No filming or photography for commercial purposes shall be permitted on the common elements, except if authorized by the Board in writing.
- n. Unit entry doors must not be obstructed, blocked, or propped or wedged open, and door closures must be operable at all times, in accordance with the Ontario Fire Code.

7. PARKING AND VEHICLES

- a. No boat, snowmobile, machinery or equipment of any kind shall be parked on owned or leased parking spaces unless kept on a trailer.
- b. Repairs to vehicles, other than for emergency repairs immediately necessary for operation of the vehicles, may not be made to any motor vehicle in or on a driveway or parking space. Every owner shall be obligated to park all motor vehicles only within the boundaries of the land of the Condominium Corporation 122 as to prevent any parking

problems on municipal streets adjacent to the Condominium lands. No owner shall park a motor vehicle on the property except in a parking unit owned by or leased to him.

- c. Car Wash - No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be washed or cleaned in the parking garage or on any other part of the common elements unless in the special area designated for such purpose on P3.
- d. For the purpose of these rules, a "Motor Vehicle" means a:
 - i. private passenger automobile;
 - ii. station wagon;
 - iii. light duty van or light duty pickup truck without tools or equipment on the exterior thereof; and
 - iv. motorcycle or moped;
- e. as customarily understood, that is properly licensed to be operated on all highways and under the laws of the Province of Ontario and does not exceed the following dimensions: height of six feet five inches, a width of eight feet and a length of twenty feet.
- f. Except for the purposes of delivery to a unit or maintenance and repair to the building, no vehicles, equipment or machinery, other than Motor Vehicles shall be parked or left on any part of the common elements, including exclusive use parking spaces. Without limiting the generality of the foregoing, no parking spaces shall be used for storage purposes.
- g. No Motor Vehicle exceeding 1.98 m (6'5") in height shall be parked in the underground parking garage. The garage must be entered on the left side of the ramp and shall continue on the left side while in the underground. Upon exit of the parking stalls, drivers shall also veer to the left until out of the underground and off the ramp. Not more than 10 km per hour is permitted on site.
- h. No vehicle shall be driven on any part of the common elements at a speed in excess of 10 km/h (6 mph) other than on a driveway or a parking space. All vehicles driven or parked on the common elements shall abide by all signage, and no vehicle shall be parked in a designated fire zone, delivery or pick-up area or any area as designated by the board from time to time that poses a security risk.
- i. No more than one (1) Motor Vehicle shall be parked in a parking space at any time with the exception of tandem parking spaces. No Motor Vehicle parked or left in a parking space shall exceed, or be parked beyond, the boundaries of the parking space.
- j. No repairs to a Motor Vehicle shall be made on any of the common elements, including exclusive use parking spaces. All vehicles are to be serviced so as not to cause damage to the common elements, including but not limited to leaking fluids. Any and all costs incurred by the Corporation to repair damage to the common elements caused by a vehicle due to leaking fluid or otherwise, shall be the responsibility of the owner of the Motor Vehicle and/or the Resident.

- k. The driver of a vehicle who drops off any person requiring mobility assistance may temporarily park the vehicle on the driveway for the purpose of assisting the person, provided however that the vehicle does not block access by other vehicles and is parked only while the person is being assisted out of the vehicle and into the building.
- l. No Resident shall plug in, or cause to be plugged in, into any electrical outlet on the common elements, any electrical Motor Vehicle or any block heater for a Motor Vehicle.

8. PARKING UNIT LEASING

- a. No Owner shall lease or license a parking unit to anyone other than a Resident, another Owner or the Corporation. If a parking unit is leased or licensed to a non-resident or non-owner of the Corporation at the time this rule comes into effect, and therefore would be in contravention of this rule, such a lease or license will be permitted to continue for the duration of its term, but not for any extension thereof, subject to the following conditions and compliance with all rules in this section (hereafter the "Grandfathered Parking Unit Lease"):
 - i. a copy of any Grandfathered Parking Unit Lease must be provided to the Manager within four (4) weeks of this rule coming into effect, along with the information required herein, and such other information as may be required by the Board, in its discretion, from time to time. The obligation to fulfill the requirements herein for the Grandfathered Parking Unit Lease is solely that of the Owner. Failure to complete the requirements herein for a Grandfathered Parking Unit Lease within the time frame provided, will result in the parking unit not obtaining a "Grandfathered Parking Unit Lease" status and accordingly, any Motor Vehicle parking under such lease or other agreement must be removed permanently from the parking unit;
 - ii. the Grandfathered Parking Unit Lease is deemed to terminate at the end of its term or upon the Owner ceasing to be the owner of the parking unit; and,
 - iii. in addition to the conditions contained herein, a Grandfathered Parking Unit Lease shall also be subject to the same rules and provisions applying to Motor Vehicle(s) herein and as provided in the Corporation's governing documents.

The term of any lease of a parking unit to a tenant of a dwelling unit in the Corporation shall not extend beyond that tenant's term of tenancy of that dwelling unit.

The Owner and lessee of any parking unit shall comply with the leasing requirements set forth in the Act and by the Corporation's declaration and the rules herein.

Any Owner who leases a parking unit shall forthwith provide to the Corporation, in writing and in a form prescribed by the Board from time to time, the full name of the Resident to whom such parking space has been leased, together with that person's address and telephone number and the make, model, year and license plate number of the Motor Vehicle to be parked in such parking unit.

Every lease of a parking unit shall provide or be deemed to contain a provision that where the Owner is deprived of ownership of his or her dwelling unit through legal action by a party holding a registered execution, lien (including this Corporation) or other

encumbrance against such residential unit, then such lease shall be deemed to be in default and shall automatically terminate.

Any instrument, or other document, purporting to affect a lease or license or other right of use of any parking unit in contravention of any of the foregoing provisions of this rule, shall be automatically null and void, and of no further force or effect whatsoever, and any lease or license of any parking unit shall automatically be deemed to be amended in order to accord with the foregoing provisions of this rule.

No person shall park or permit to be parked in a parking unit any Motor Vehicle which, in the opinion of the Board, may pose a safety or security risk, caused either by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon 72 hours written notice, the Owner shall remove the Motor Vehicle from the property or as otherwise directed by the Manager.

No one shall park or drive on the common elements in contravention of these rules, in default of which, such person, along with the Owner, shall be liable to be fined or to have such Motor Vehicle or other vehicle towed from the property in accordance with municipal by-laws and any other applicable legislation, in which event the Corporation and its agents shall not be liable for any damage, costs or expenses howsoever caused in respect of any vehicle so removed from the property.

All costs, charges and expenses incurred by the Corporation in enforcing these rules (including but not limited to ticketing, towing and storage costs, and legal costs on a solicitor and his/her own client basis) shall be the responsibility of the Owner and vehicle owner (if different from the unit Owner).

9. Visitor Parking

Visitor parking is for use by visitors to the building only. It is not for use by residents at any time. Any vehicle parked overnight in visitor parking must be registered with parking control per the instructions on the signage in the lot.

10. ELECTRICAL VEHICLES

- a. The installation of Electrical Vehicle Chargers (“EV Chargers”) shall be permitted only in accordance with the applicable government regulations, and further, the conditions imposed by the Corporation’s board. Among other things, unit owners (“Owners”) who wish to install EV Chargers shall be required to comply with the following requirements:
 - i. Owner must submit an application to the board, for permission to install an electric vehicle charging system. The application must be in writing and submitted to the corporation by regular mail to the corporation’s address for service, or by email, and must include all relevant drawings, specifications or documents with respect to the proposed installation (“Information”). The Owner must provide any additional relevant documents that the board may require in order to properly consider the application.

- ii. The Owner will be responsible for all costs of preparing the Information and obtaining the necessary permits respecting the installation.
- b. Within 60 days, or such other time as the parties agree, the Corporation will respond to the owner in writing, stating whether the board rejects or does not reject the application. The board may approve the installation but may require that it be carried out in an alternative manner or location, if the alternative manner or location would not cause the Owner to incur unreasonable additional costs.
 - c. If the board approves the application, the Corporation and the Owner shall enter into an alteration agreement (“Agreement”) relating to the installation, the use and operation of the EV Charger, and the Owner’s responsibility for the cost of the use, operation, repair after damage, maintenance and insurance of the EV Charger. The Owner will be required to pay the cost of preparing the Agreement and registering it on title to the Owner’s unit.
 - d. The Agreement shall specify the conditions applicable to the use of the EV Charger, which conditions include (but are not limited to) the following:
 - i. the EV Charger must be a “smart charger” capable of being connected to a network of other chargers in the building, for the purpose of permitting a building-wide system that manages the electrical load. Alternatively, the Owner agrees to replace the EV Charger with a new “smart charger” upon request by the board, which new “smart charger” must satisfy all reasonable requirements imposed by the board. In any event, the Owner agrees to update or change the approved EV Charger as may be required by the board from time to time, in order to permit the EV Charger to be integrated with a building-wide system;
 - ii. the EV Charger must have the capacity to meter the electricity consumption and arrangements must be made by the Owner to have the cost of the electricity consumption billed directly to the Owner and paid by the Owner, the intent being that the Corporation shall not be responsible for the cost of the electricity consumption related to the EV Charger;
 - iii. the Owner shall retain a licensed contractor to install, verify, calibrate, maintain or repair the EV Charger and check meter, in accordance with all applicable municipal and provincial regulations and as may be deemed necessary by the board;
 - iv. the Owner agrees to comply with any policies that may be implemented by the board from time to time with respect to the use of EV Chargers within the building; and
 - v. the Owner agrees that, if the EV Charger is not used for a period of longer than 6 months, and if requested by the board, the Owner shall disconnect and remove the EV Charger, to free the electrical system for other residents who desire to use EV Chargers.

11. PETS

- a. A “Pet” is defined as follows: (i) a domestic cat; (ii) a domestic dog; (iii) a domestic caged bird; (iv) a small caged domestic common household pet such as a guinea pig, hamster, or rabbit; or (iv) an aquarium containing fish with a 20-liter water capacity or less. A Pet

shall not include any undomesticated animal, any snake or other reptile, rodent (other than those listed above), fowl, insect, livestock or any dangerous animal, as determined by the Board and or Management in its full discretion.

- b. No animal, other than a maximum of two (2) Pets, may be kept in a unit. You may have 2 cats, 2 dogs or 1 cat and 1 dog. No animal or Pet may be kept on the common elements, be they exclusive use or not.
- c. Each Resident shall register with the Manager each pet residing in the Resident's unit.
- d. No Pet shall be permitted to make excessive noise, and for the purpose of this rule, "excessive noise" shall mean noise which is annoying or disturbing to any other Resident, and in the event of a dispute, the determination of the Board shall be final.
- e. Pets are not permitted anywhere upon the common elements unless under the direct supervision and control of its handler. The pet must be controlled through the use of a leash that is not longer than 6 feet. Any costs incurred by the Corporation for damage to, or cleanup of, the common elements caused by a Pet shall be borne and paid for by the Resident and/or Owner.
- f. Each Owner and Resident must ensure that their Pet does not defecate or urinate upon the common elements (including exclusive use common elements). If an accident does occur, any such defecation and/or urination must be cleaned up immediately by the Pet owner, so that the common element areas are neat and clean at all times. The charge for the removal of excrement or urine from the common elements on behalf of any Owner or Resident should they fail to do so themselves, shall be \$75.00 per removal or such other amount as determined from time to time by the Board, chargeable against the Owner in whose Unit the Pet resides. Should a Pet owner fail to clean up after his/her Pet as aforesaid, the Pet may be deemed to be a nuisance at the Board's discretion, and the owner of said Pet shall, within two weeks of receipt of written notice from the Corporation requesting removal of such Pet, permanently remove such Pet from the Corporation.
- g. In event of an emergency evacuation of the building, it is the Pet owner's responsibility to carry and look after his/her Pet and control its actions. The person having custody of a Pet shall not interfere or cause any distress to other Residents when evacuating the building.
- h. No Pet that is deemed by the Board or Management, in its absolute discretion, to be a nuisance or aggressive shall be kept by anyone in any unit or on the property. Anyone who keeps a Pet on the property or any part thereof shall, within two weeks of receipt of a written notice from the Corporation requesting the removal of such Pet, permanently remove such Pet from the property. If the Pet brought onto the property by a visitor to a Unit causes a nuisance, the visitor shall remove the Pet from the property immediately upon request.

12. USE OF UNITS

- a. No unit shall be used for any purpose other than as a single-family residence, in accordance with the Corporation's occupancy bylaw.

- b. The occupancy bylaw states that each one-bedroom unit, as originally constructed, shall be occupied by no more than 2 individuals. Each one-bedroom plus den unit, as originally constructed, shall be occupied by no more than 3 individuals. Each two-bedroom unit as originally constructed shall be occupied by no more than 4 individuals.
- c. No improper, offensive, immoral or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies shall be strictly observed.
- d. The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, kitty litter or other substances shall be thrown therein. The cost of repairing damage to the common elements and/or other units resulting from misuse or from unusual or unreasonable use shall be borne by the Owner who, or whose tenant, family, guest, visitor, servants or agent caused such damage.
- e. No Owner shall make any structural change or alteration in or to a unit or make any change to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintenance of those parts of the common elements which he/she has the duty to maintain, without the prior written consent of the Board and only in accordance with the Act, the Corporation's declaration, by-laws and rules.
- f. Any maintenance, renovations, carpentry, plumbing or electrical work (or similar type of work of any sort), in a unit shall only be performed between the hours of 8:00 a.m. to 5:00 p.m., Monday to Sunday. No work of this nature shall be performed on Statutory Holidays as defined in the Legislation Act 2006 S.O. 2006, c. 21 Sch. F or any amendment thereto.
- g. All Residents shall install only approved flooring material above the concrete sub-floor of the owner's unit. No Resident is permitted to reside in a unit that has only a concrete floor, whether painted or patterned or which in any other way utilizes only the concrete as flooring. Residents may install wall-to-wall carpeting with substantial, sound-resistant/sound-proof under-padding which has been pre-approved by the Board. An Resident may install any alternate type of hard surfaced flooring or other materials (in accordance with such materials and specifications as may be determined by the Board from time to time). An additional sound-proofing underlay shall be installed below the surface flooring, in a material which has been inspected and approved by the Board, or otherwise as certified as suitable under seal by the owner's qualified professional designer, engineer or architect, subject to approval of all applicable specifications and plans by the Manager or Board prior to the installation, at the Owner's expense.
- h. No Owner or Resident shall cause anything to be affixed, attached to, hung, displayed or placed on the inside of any window other than drapes, blinds or shutters specifically designed for the window. Window coverings shall appear white or off-white from the exterior of the buildings. Without limiting the generality of the foregoing flags, banner, sheets, slogans, foil, wood, plastic, metal painted or unpainted, shall not be affixed, attached to, hung, displayed or placed in any window. Christmas lights and decorations are permitted between December 1st and January 15th provided that the quantity and type of same are approved by the Board.

- i. No live Christmas tree shall be placed, stored or erected in any unit or on any part of the common elements by a Resident, including exclusive use common elements. Only artificial Christmas trees can be placed, stored or erected in any unit.

13. SMOKING

- a. Smoking is prohibited in the units. The growing of cannabis plants is prohibited in all units. Owners are required to ensure compliance with the foregoing prohibitions at all times by the residents, tenants and guests of their Unit. For the purpose of this rule, “smoking” shall include the smoking and use of any substance or product, including but not limited to, cannabis, tobacco, cigarette, pipe, cigar, electronic smoking device that creates smoke, aerosol or vapour of any sort, any similar product emanating vapour or smoke, and any illegal substance.
- b. There will be no smoking allowed within 9 meters of any doorway.
- c. There will be no smoking on any patio.
- d. Notwithstanding the prohibition against smoking in the units, any existing smoking use in a residential unit (but for clarity, not in the exclusive use common elements, parking units and locker units) as of the day when this rule comes into place may be grandfathered (i.e. permitted as an existing use) subject to all the conditions contained below (a **“Grandfathered Use”**).
- e. In order to be considered for a Grandfathered Use exemption, the Owner of the subject residential unit must notify the Corporation of the existing smoking use within the residential unit within sixty (60) days of this rule coming into effect. Specifically, the Owner shall disclose all persons who have been smoking in the Unit prior to the date when this rule came into effect, as well as their relationship to the Owner. The notification must be in writing on such form as may be created by the Corporation. The failure to notify the Corporation within the specified timeframe shall disqualify the subject residential unit from being granted a Grandfathered Use exemption. For clarity, the grandfathering of use is applicable to the smokers, not to the residential unit. For further clarity, the granting of the Grandfathered Use exemption is in the sole discretion of the Corporation and the Owner shall provide all evidence that the Corporation may require in order for the board of directors of the Corporation to be satisfied that the exemption ought to be granted.
- f. a Grandfathered Use shall only be permitted inside the residential unit if, in the absolute discretion of the board or property manager, it does not interfere with the comfort or enjoyment of the property by other owners, their families, guests, visitors, servants and tenants (“Residents”). The smoker(s) shall, when notified by the board or property manager, immediately take steps to prevent interference with the health, comfort or enjoyment of the property by the Residents. If such steps are not sufficient to address the interference, in the sole and absolute discretion of the board or property manager, then upon written notice from the board or property manager, the Grandfathered Use exemption for that particular residential unit shall be revoked and the offending smoking resident(s) shall immediately and permanently cease smoking inside his/her/their respective dwelling unit.

- g. A Grandfathered Use exemption shall automatically terminate upon the following occurrences:
- i. the sale or transfer of the residential unit in which the grandfathered individual(s) reside(s), if the grandfathered individual(s) is/are the unit owner(s);
 - ii. the termination of a lease of the tenant, if the Grandfathered Use exemption was granted to a tenant; and
 - iii. if the Resident whose smoking use has been granted a grandfathered exemption ceases to reside in the residential unit.

14. MAINTENANCE, REPAIRS AND ALTERATIONS

- a. No portion of any residential unit shall be partitioned or divided, nor shall any structural change be made to any of the structures of a unit nor shall any maintenance, repair alteration, addition or improvement be made to any component of the common elements in any manner without the prior written consent of the Corporation and in compliance with all requirements of the Act, *Building Code*, *Fire Code* and all other legislation and municipal by-laws or standards, and the Declaration, By-laws and Rules of the Corporation, provided that owners shall be entitled to undertake non-structural renovations, maintenance and repair of their units, and improvements and betterments of a decorative nature, without the Board's prior written consent, but subject to compliance with the corporation's renovation agreement or form, as may be revised from time to time by the Board.

15. FIRE SAFETY

- a. All Residents shall comply with the Emergency Fire Procedures.
- b. No Resident shall do or permit anything to be done, or bring or keep anything in any unit or on or around any of the common elements, which will in any way:
- i. increase the risk of fire;
 - ii. increase the rate of fire insurance on any building or on the property kept therein or conflict with any insurance policy carried by the Corporation or by any Resident;
 - iii. conflict with any law, regulation or By-law relating to fire prevention, fire safety, requirements of the Municipal Fire Department, the *Ontario Fire Code* or rules or ordinances of the Board of Health;
- c. As a fire prevention measure, each Resident shall remove any visible and accessible lint and other debris accumulating in the front and rear lint traps in any laundry drying machine on a regular basis, including dismantling and cleaning of the laundry dryer and the rear laundry dryer duct at least once every three years, by contracting a qualified service person to do so, failing which, the Corporation shall be entitled, but not obligated, to hire a qualified service person to do so at the cost of the owner, which cost shall be added to the common expenses applicable to the owner's unit and may be collected in accordance with the lien provisions set out in the Act.

- d. Disconnecting or painting ensuite fire alarm(s), smoke detectors, carbon monoxide detectors, fire prevention equipment, annunciation speakers, window latches, automatic door closers or any other safety devices designed by the Board from time to time, is strictly prohibited.
- e. Residents shall carefully monitor any cooking or heating device when in use and should refrain from smoking when sleepy, to avoid the risk of fire.

16. TENANCY AND OCCUPATION OF UNITS

- a. Residential units shall be occupied and used only as a private single-family residence. No residential unit shall be used for any "commercial" and/or "transient" use, including, but without limiting its general meaning, any of the following:
 - i. the carrying on of a business;
 - ii. hotel or boarding or lodging house or Air B and B use; and
 - iii. 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.
- b. For the purposes of the Rules, any "transient" use of the unit includes, but without limiting its general meaning, the use or occupancy of a unit for a period of less than six (6) months.
- c. The initial term of any lease shall be for a period of not less than twelve (12) months. All tenancies for units shall be in writing.
- d. Within ten (10) days of entering into a lease or a renewal thereof, and in any event prior to the commencement of the tenancy, the Owner shall deliver to:
 - i. the tenant, copies of the Declaration, By-laws and Rules of the Corporation;
 - ii. the Corporation, the name of the tenant;
 - iii. the Corporation, the Owner's address for service of notices; and
 - iv. the Corporation, a Summary of Lease in Form 5 (Ontario Regulation 49/01) or a copy of the lease in accordance with S.83 (1) (b) of the Act.
- e. Prior to anyone moving into a unit, each Owner shall complete an Owner's Undertaking and Registration Form and shall ensure that any tenant and/or resident of the Owner's unit complete a Tenant's/ Resident's Registration Form (as such forms are prepared by the Corporation from time to time). The Owner is responsible to immediately update the information contained on these forms, as circumstances require. The information contained on these forms is necessary for the safety and security of the Residents of the Corporation and is kept confidential by the Corporation.
- f. Where lease arrangements are with a tenant which is a corporation, partnership or other business entity, the resident(s) of the unit are to be considered tenant(s) along with the

corporate tenant for purposes of these rules and a change in the resident(s) residing in the unit shall be treated as a tenant taking possession of the unit pursuant to a new lease that must be in compliance with these rules.

- g. If a lease of a unit is terminated and not renewed, the Owner shall notify the Corporation in writing within ten (10) days thereafter.
- h. Any person who is engaged in the operation of a commercial or transient use anywhere on the Corporation's property (such as, by way of example, the operation of a hotel (Air BnB) business), which is prohibited by the Act, the Declaration, the By-laws or the Rules, shall be deemed a trespasser and entry to or upon the Common Elements may be expressly denied by the Corporation. The Corporation reserves the right to disable any fobs or other devices that grant entry into the building to a person deemed to be a trespasser.
- i. For the purposes of these Rules, all references to a lease includes a lease, assignment, license or any agreement which grants possession to anyone other than the Owner, and all references to a tenant includes a sub-tenant or assignee.

17. SOLICITING

- a. No business solicitation or canvassing is permitted within this Corporation.
- b. No solicitation or canvassing whether by or on behalf of a person, corporation, or charitable institution is permitted within the Corporation (except those charitable institutions permitted by the Board to canvass and except for solicitations within the meaning of Section 118 of the Act with respect to election to the House of Commons, the Legislative Assembly or an office in a municipal government or school board).
- c. No one shall be permitted to leave mailings, solicitations or other advertising material in front of the residential units, in the mail room, or on any other part of the common elements.

18. GARBAGE DISPOSAL AND RECYCLING

- a. No one shall place, leave or permit to be placed or left in or upon the common elements (including exclusive use common elements), any debris, refuse or garbage.
- b. The hours for depositing garbage in the garbage chute are restricted to the hours between 7:00 a.m. and 10:00 p.m. or as otherwise amended by Board resolution from time to time.
- c. All household garbage deposited in the garbage chute shall be securely wrapped and tied in strong plastic bags before being deposited through the chute located in the refuse disposal room on each floor. No loose items are permitted to be deposited in the garbage chute. Residents are required to ensure that garbage bags are deposited correctly and drop down in to the collector bins.
- d. No glass jars, bottles, or other forms of glass, lit or smoldering cigarette or cigar butts or flammable materials, shall be dropped down the garbage chute.

- e. No pet waste is to be disposed of down the chute. Kitty litter is to be triple bagged. Securely tied and left by the compactor room door on P1. Any bedding material for rabbits, gerbils, guinea pigs etc. shall also be securely bagged and left by the compactor room door.
- f. No garbage shall be left on the floor of the garbage room or deposited in the recycling containers.
- g. Residents shall comply with all posted or distributed regulations regarding recycling and waste disposal and shall sort recyclable items into designated recycling bins.
- h. No cartons, boxes or crating used in packing or moving household furniture, appliances, etc., or construction material of any kind shall be disposed of in the garbage chute or left in the garbage room or on any part of the common elements. Residents are responsible for the removal and proper disposal of all of their debris, cartons, boxes or crating, and construction materials from the property.
- i. No unwanted furniture, appliances or other equipment shall be left on the common elements, including in any garbage and recycling areas. Residents are responsible to arrange for the disposal of appliances, furniture or equipment through the municipal collection program or through alternative arrangements. The Corporation may arrange for the disposal of these types of objects, subject to the payment of an administration fee that may be set from time to time by the Board.
- j. Any losses, costs or damages incurred by the Corporation by reason of any Resident's violation of these garbage disposal rules or any posted or distributed regulations, shall be borne and paid for by the Resident and/or Owner.

19. BICYCLE STORAGE ROOM

- a. Bicycle cage keys are \$3.00 each, the cost may change from time to time at the sole discretion of the Board. Designated spaces and keys are issued by the management office. The Corporation is not responsible for losses or damages in this area and owners accept all liability for their personal property. No bicycles are permitted to be moved through the front door or lobby. The bicycle storage rooms shall be used and occupied for bicycle storage purposes only which shall not constitute a nuisance or danger. No one shall do or permit anything to be done in a bicycle storage room, or bring or keep anything therein, which will in any way increase the risk of fire or the rate of fire insurance in the building or which would increase the risk of an infestation of pests, insects, vermin or rodents in the bicycle storage area.
- b. Bicycles shall not be transported in an elevator. If any damage is caused to the common elements as a result of bicycle use by a Resident or visitor, any costs incurred by the Corporation as a result shall be borne and paid for by the offending Resident and/or Owner.

20. STORAGE LOCKER SPACES AND UNITS

- a. No one shall do or permit anything to be done in a storage locker, or bring or keep anything therein, which will in any way increase the risk of fire or the rate of fire insurance in the building or which would increase the risk of an infestation of pests, insects, vermin or rodents in the storage locker.
- b. Nothing is to be left, placed or stored in the common areas surrounding the storage locker, on top of any storage locker, or outside of a storage locker. Items stored in contravention of these rules may be removed by the Corporation and disposed of without notice.
- c. Storage lockers shall not be used as a workshop area or for any purpose other than storage.
- d. The use of a storage locker is at the Resident's own risk. The Corporation and agents of the Corporation are not responsible for any loss, costs or damages to the contents of a storage locker.

21. ELEVATORS – MOVE IN, MOVE OUT AND DELIVERIES

- a. No moving in or out of a unit, or delivery of any furniture, appliances or equipment, shall take place through the lobby; any such items may only be moved in or out of the building by using the service elevator, which shall be reserved in advance with the Manager. Elevator reservations shall be made at least three (3) days prior to the reservation date.
- b. Failure to abide by this rule may result in the Corporation incurring costs, and any additional costs incurred as a result of a breach of this rule, shall be recoverable against the Owner of the reserving unit.
- c. Times permitted for moves, and elevator reservations shall be Monday to Friday between 8:30 am and 4:00 pm and Saturday from 8:30 to 4:00 pm., or as determined, from time to time, at the absolute discretion of the Manager and subject to the availability of the loading dock. No trucks or tractor trailers shall be permitted to use the loading dock after 3 p.m. on Saturdays. Moves are not permitted on Sundays or Holidays, as defined in the Legislation Act 2006 S.O. 2006, c. 21 Sch. F or any amendment thereto.
- d. Where damage to the common elements has occurred, the person whose name is on the elevator reservation agreement and the Owner of the reserving unit shall be responsible to the Corporation for the cost of repairing such damage. The cost of repairs shall be assessed by the Manager as soon as possible following the move, on the basis of quotations.
- e. No household furniture or effects shall be taken into or removed from any unit except at such times and in such manner as may have been previously consented to and approved by the Board or its Manager, nor shall any heavy furniture be moved over any floor or hall, landing or stair, so as to damage them. Large items such as furniture and appliances may not be moved in or out of the main front doors.

- f. Residents shall ensure that their movers and delivery personnel register with the Corporation and are adequately insured and shall provide proof of such insurance if requested by the Manager.
- g. Residents shall make their own arrangements, with their delivery personnel or otherwise, for disposal of unwanted furniture, appliances, equipment or other large items, and all packing materials. If any such items are left on the common elements or municipal sidewalks surrounding the Corporation, all costs incurred by the Corporation as a result of same shall be recoverable from the Owner.

22. EXERCISE (FITNESS) ROOM

- a. The Exercise Room is to be used at own risk. The Board of Directors, Management, agents of the Board and employees of the Corporation are not responsible for accidents, injuries, lost or stolen personal property, or any other damages.
- b. No equipment is to be removed from the Exercise Rooms for any reason (including weights that shall be returned to their proper place.)
- c. Those using the exercise rooms should familiarize themselves with the operation of the equipment before use.
- d. All exercise equipment shall be used properly. Users are reminded that they are responsible for any damages.
- e. No smoking, food, or beverages, other than water, juice or 'sports drinks', are permitted in the Exercise Room.
- f. Proper attire, including shirts, shorts/pants and proper running shoes shall be worn at all times.
- g. For safety reasons, persons under the age of 16 are not permitted access to or to use the weight equipment or cardio equipment unless accompanied by a Resident parent or Resident adult guardian who supervises the weight exercising program and is held totally responsible, accountable and liable.
- h. Users should report any malfunctioning and/or broken equipment to the Management immediately.
- i. For sanitary reasons users shall wipe the perspiration from equipment surfaces with the towels and solution provided and dispose of towels in the waste basket provided.
- j. Individuals may use audio/video equipment with headphones only.
- k. The hours for use of the Exercise Room may be established by the board from time to time.
- l. Use of the Exercise Room is for Owners, Residents and their accompanied guests only.
- m. The exercise rooms will stay open with the provision that no noise complaints are received and that no audio/video equipment is used without headphones

- n. Residents using the Exercise Room are responsible for the behavior and conduct of their guest(s), the room, its contents, all damage and consequential costs during the time of use.
- o. No basketball, ball hockey, rollerblading or other games are permitted in the Exercise Room
- p. Eating in the Exercise Room is not permitted.
- q. Smoking in the Exercise Room prohibited.
- r. No littering is allowed.
- s. The equipment must be wiped down after use.
- t. The room shall be left in a clean and tidy condition.
- u. Immediately report any equipment that may require repair.
- v. The free weights shall not be allowed to be dropped on the floor at any time.
- w. All equipment must be returned to its rightful place after use.

23. USE OF PERSONAL TRAINERS

- a. Individuals who reside in the building may engage the services of a personal trainer who may attend and use the exercise room.
- b. Personal trainers living in the building may not run a business from the building or exercise room. No individuals who are clients (whether paying clients or not) will be granted use of the facility.

24. INDOOR POOL & WHIRLPOOL

- a. As the pool is unsupervised with no Lifeguard on duty, bathers under 12 years of age are not allowed within the pool enclosure unless accompanied by an adult who is not less than 18 years of age. The total number of bathers on the deck and in the pool shall not exceed ten (10).
- b. Any children under the age of 4 or lacking toilet training will be permitted to use the pool facilities only if they wear a proper "swimmer diaper". Regular diapers and/or plastic pants are not permitted. Changing of diapers is not permitted within the pool areas.
- c. Each Resident must accompany and stay with his Guest to the pools at all times. Each Resident is responsible for his Guest.
- d. Any Resident or Guest must first take a cleansing shower prior to entering the pool areas.
- e. Residents and Guests are required to wear proper swimming attire within the pool area.

- f. Residents are required to wear appropriate attire at all times when using hallways, entrances, elevators or other Common Elements. Without restricting the generality of the foregoing, appropriate attire shall require the wearing of shirts and shoes. Clothing must be worn over bathing suits when walking to and from the swimming pool area.
- g. For the safety of all Residents and Guests and the protection of the property, all Residents and Guests who have used the pool areas and showers must ensure that they and their belongings are dry before leaving the change rooms.
- h. Audio/video devices shall not be used within the pool areas unless used with the aid of headphones and no sound emits from the equipment or unless with written approval by the Board.
- i. Running is not permitted in the pool area.
- j. No food, beverage or glass containers are allowed in the pool area.

25. PARTY ROOM BOOKING PROCEDURE AND RULES

- a. The Owner or Resident must reserve the Party Room. In order to reserve the use of the Party Room, the Owner/ Resident shall complete a party room reservation agreement, which document may be amended by the Board from time to time. The Owner/Resident shall comply with all provisions set out in the party room reservation agreement.
- b. The Party Room must be vacated by 11:00 pm.
- c. Fees may be charged by resolution of the Board in the future. Any fees which are added may be changed from time to time by resolution of the Board.
- d. The Party Room shall not be used for Open House events; events are to be by "invitation only".
- e. The Party Room shall not be used as a business venue or a showing to sell items.
- f. The Party Room door must be closed during your event and guests are not permitted to loiter in the common corridor.
- g. Owners and Residents using the Party Room are responsible for the behavior and conduct of guests and visitors, all damages and consequential costs. Children under age sixteen (16) are not permitted to be in the Party Room without being accompanied by an adult.
- h. All Owners, Residents, guests and visitors shall be properly attired (i.e., no bare feet, shirts must be worn at all times, no bathing suits).
- i. Guests of the Party Room are to confine activities to the Party Room only and shall be accompanied by a Resident at all times when in other Building areas.
- j. Eating and drinking are restricted to the Party Room only and are not permitted in the hallways, elevators, stairwells or other common areas.
- k. Smoking is prohibited.

- l. The emergency exit door next to the Party Room is not to be used except in the event of an emergency. The door is equipped with an alarm and the alarm will be activated when the door is opened. The Owner or Resident will be responsible for the fire department charges.
- m. Residents must leave the room in its original clean and tidy condition.
- n. If there are noise complaints or conduct complaints, the Corporation reserves the right to terminate use of the Party Room without notice.
- o. The Board and Property Manager reserve the right to require the requester to obtain event insurance and/or hire a security guard to provide on-site supervision for the duration of the event, at the Resident's cost.
- p. The Board and management reserve the right to require users of the party and billiard room to obtain insurance for their event at their own cost, at any time.

26. BILLIARD ROOM

- a. The Billiard room is available for use from 8:00am until 11:00 pm for residents and their guests.

The Billiard room door must be closed during your event and guests are not permitted to loiter in the common corridor.

Owners and Residents using the Billiard Room are responsible for the behavior and conduct of guests and visitors, all damages and consequential costs. Children under age sixteen (16) are not permitted to be in the Party Room without being accompanied by an adult.

All Owners, Residents, guests and visitors shall be properly attired (i.e., no bare feet, shirts must be worn at all times, no bathing suits).

Guests of the Billiard Room are to confine activities to the Billiard Room only and shall be accompanied by a Resident at all times when in other Building areas.

Smoking is prohibited.

Residents are to ensure the billiard room is left in its original clean and tidy condition.

27. SUSPENSION RIGHTS

- a. In the event it is alleged or observed that a person using the Corporation's common elements, assets, Recreational Amenities:
 - i. breaches the Act, Declaration, By-laws or Rules of the Corporation;
 - ii. submits inaccurate or fraudulent information to the Corporation in any application, information form or at the time of entry to the Recreational Amenities;
 - iii. causes potential or actual harm, injury or damage to any person or property, or creates a health or safety risk or a significant nuisance;

- iv. engages in any conduct that constitutes criminal activity; or
 - v. causes an undue nuisance, disturbance or interference with the rights of others; the Board or Management may, in its sole discretion, after a fair hearing, consideration of any applicable evidence or presentation by any party and after due deliberation, find a Resident or one or more Guests thereof to be in breach or default of any of the foregoing restrictions, whereupon the Board may suspend for a specific period of time or restrict such person's rights of access to or use of the Recreational Amenities or any other non-essential common elements, assets or non-essential facilities of the Corporation as may be specified by the Board, as the Board deems appropriate in the circumstances. If the person is not a Resident occupying a unit of the Corporation, that person may be suspended indefinitely. In the first instance and until determination of the outcome of the Board's deliberations, the Manager has the authority to temporarily suspend such person's rights of access to and use of the Recreational Amenities if such remedy is determined by the Manager to be appropriate in the circumstances due to the severity or repetition of the person's breaches or defaults, subject to the Board's authority to amend, vary, or reverse the Manager's decision. Any person accused of breach or default of any of the foregoing restrictions has the right to appeal to the Board, present the person's evidence and argument and to receive a fair hearing before the board, pursuant to the person's written request for a hearing, which shall take place within a reasonable time thereafter and shall be conducted in accordance with the principles of natural justice prior to the Board making its decision.
- b. Further provisions and restrictions applicable to the use and enjoyment of the common elements, assets, and Recreational Amenities of the Corporation may be established by way of policy of the Board from time to time.

28. INDEMNIFICATION

- a. This indemnification rule highlights and clarifies the already existing indemnification provision in Section 2.02 of the Corporation's declaration and is consistent with the philosophy of the Act to shift the financial burden of obtaining compliance from the innocent Owners to the offending Owners.
- b. Further to the provisions of Article 2.02 of the Corporation's declaration, each Owner shall indemnify and save the Corporation harmless from any loss, cost, damage, injury or liability ("losses"), in respect of the Owner's unit, common elements or any other unit, which the Corporation may suffer or incur:
 - i. which is not otherwise recoverable from insurance coverage; and
 - ii. which results from or is caused by any act or omission of:
 - a) such Owner; or
 - b) any Resident, tenant, guest, employee, agent, invitee or licensee of such Owner's unit.

- c. Without limiting the generality of the foregoing, the types of losses contemplated by this rule to be indemnified include, but are not limited to, the following:
- i. any and all costs incurred by the Corporation as a result of a breach of the Corporation's rules;
 - ii. any and all legal costs incurred by the Corporation including, but not limited to:
 - a) by reason of a breach of the Act, declaration, by-laws and/or rules of the Corporation in force from time to time;
 - b) any excess of legal costs incurred by the Corporation over and above costs awarded by a court;
 - c) the cost of any legal advice given to the Corporation;
 - d) the cost of any letters written by the Corporation and/or the Corporation's solicitors as a result of any such acts or omissions; and/or
 - e) any excess of legal costs incurred by the Corporation over and above costs awarded by a court in respect of any proceedings or other steps taken, resulting from an Owner's default in payment of the common expense contribution in respect of a unit;
 - iii. increased insurance premiums;
 - iv. cleaning charges; and/or
 - v. repair charges including any repairs to the Owner's unit, any other Owner's unit or the common elements.
- d. All costs so indemnified pursuant to this rule shall be deemed to be additional contributions toward the common expenses payable by such Owner in accordance with Article 2.02 of the Corporation's declaration and are recoverable as such.

29. SEVERABILITY AND NO WAIVER

- a. Each rule shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect, in any manner, the validity or enforceability of the remainder of these rules.
- b. No restriction, condition, obligation or provision contained in these rules 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 that may occur.

30. GENDER AND PLURALITY

- a. The use of the masculine gender in these rules shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural whenever the context so required.