

**RULES & REGULATIONS GOVERNING
SIMCOE STANDARD CONDOMINIUM CORPORATION NO. 259 (S.S.C.C. #259)
"GRAND HARBOUR"**

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1. DEFINITIONS

"Act" shall mean the *Condominium Act*, 1998 and all amendments thereto and for the purposes of clarity the use of similar terms within the Rules as those found within the Act shall have the same meaning given to them within the Act.

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

"By-laws" shall mean the By-laws of the Corporation in force from time to time and made in accordance with the Act.

"Common Elements" or "Exclusive Use Common Elements" shall mean all the property except the units, as more particularly described in the registered plan of description of the Corporation.

"Corporation" shall mean Simcoe Standard Condominium Corporation No. 259.

"Declaration" shall mean the Declaration of the Corporation and all amendments thereto made in accordance with the Act.

"Guest" shall mean any visitor, invitee, licensee, employee, contractor or agent of an Owner or Resident.

"Owner" shall mean owner as defined in the Act for purposes of compliance with the Act and the Corporation's governing documents.

"Property Manager" and/or "Management" shall mean the property management company appointed by the Corporation, its agents, employees or licensees as the context requires.

"Resident" shall mean anyone who is permitted to reside in a dwelling unit within the Corporation.

"Rules" shall mean the Rules passed by the Board from time to time and becoming effective in accordance with the Act.

"Tenant" shall mean any lessee of a dwelling unit within the Corporation.

"Visitor Parking" shall mean the visitors parking area as indicated by the "visitor parking" signage at the Condominium.

The use of the masculine gender shall, as the context demands, include the feminine gender, and the use of the singular shall necessarily include the plural whenever the context demands.

2. GENERAL

- a) The following rules made pursuant to the Condominium Act, 1998, and amendments thereto, shall be binding upon all owners and any other person(s) occupying the unit, or on site in the unit with the owner's approval, including, without limitation, members of the owner's family, his/her tenants, guests, servants, agents and invitees.
- b) Any losses, costs or damages incurred by the Corporation by reason of a breach of these rules by any owner or other person(s) occupying or on site in the unit with the owner's approval, shall be borne and/or paid for by such owner and may be recovered by the Corporation in the same manner as common expenses.
- c) Use of the common elements and units shall be subject to the rules which the Board may make to promote the safety, security or 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 of other units.
- d) Separate rules govern use of the shared facilities of S.S.C.C. #259 and S.S.C.C. #308 including the pool, spa, hot tub, gym, guest suites, and certain shared (external) areas.

3. PETS

- a) One dog or one cat weighing less than 25 pounds is allowed to live in each unit.
- b) No animal, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any owner in any unit. Such owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any unit. No breeding of animals for sale shall be carried on, in or around any unit.
- c) No pets are allowed on the terrace, either in the gardens or on the grass, walkways or seating areas.
- d) Owners of pets must make every effort to ensure that no defecation or urination by his/her pet takes place in or on the common elements, including hallways, elevators, grass and exterior walkways and parking areas. Failure to abide by this rule shall be cause for removal of a pet as set out in Section 3(b) of these rules.

4. QUIET ENJOYMENT

- a) Owners and others specified in Section 2(a) of these rules shall not create or permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the property manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners or their respective families, guests or visitors.
- b) No noise shall be permitted to be transmitted from one unit to another. If the Board determines that any noise is being transmitted to another unit and that such noise is an annoyance or a nuisance or disruptive, then the owner of such

unit shall, at his/her expense, take any steps necessary to abate such noise to the satisfaction of the Board. If the owner of such unit fails to abate the noise, the Board shall take such steps as deemed necessary to abate the noise and the owner shall be liable to the Corporation for all expenses incurred in abating the noise (including reasonable legal costs).

- c) No auction sales, private showings or public events shall be allowed in any unit or the common elements without written permission of the Board.
- d) Firecrackers or other fireworks are not permitted in any unit or on the common elements.
- e) Any repairs or renovations to the units or common elements shall be made only during reasonable hours, namely Monday through Friday, between 8:30 AM and 5:00 PM, and shall exclude public holidays.

5. SECURITY

- a) Owners shall provide to the property manager the names of persons living in the unit, and the owner's address for service pursuant to the Act, and shall notify the manager of any changes to such address.
- b) All residents are required to immediately report any suspicious person(s) seen on the property to the manager or staff.
- c) No resident shall admit a stranger to the building, either by opening a door, or by pressing the release button of his/her intercom.
- d) Canvassing is not permitted except for candidates, or their authorized representatives, for election to the House of Commons, the Legislative Assembly or an office in a municipal government or school board as per the Condominium Act.
- e) Building access devices, including keys, fobs and access cards or remotes are limited to two items each type per unit. Additional items must be purchased from the property manager, at a cost to be determined from time to time by the Board. Stolen or lost fobs are to be reported to the superintendent immediately for decommissioning. Replacements will be issued at cost and recorded on the owner's record.
- f) Owners shall not change locks to doors of their units without prior written permission of the Board.
- g) During real estate open houses the owner offering to sell and his/her agent shall ensure that all persons entering and exiting the building are accompanied by said owner or agent, and said owner shall be held accountable in case of injury to persons or damage to any portion of the common elements incurred during showings pursuant to Sections 2(a) and 7(i) of these rules.

6. SAFETY

- a) No storage of any dangerous or offensive goods, provisions or materials shall be kept in any unit or on the common elements.
- b) No propane or natural gas tanks shall be kept in any unit or exclusive use common element.

- c) No owner or occupant 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 in any way injure or annoy them, or conflict with the laws relating to fire or 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.
- d) Owners and others specified in Section 2(a), and staff, and onsite workers and/or contractors, are required to immediately call 911 and to report to the superintendent all instances of fire outbreaks, however minor such outbreaks shall be.

7. COMMON ELEMENTS

- a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property.
- b) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements, whatsoever.
- c) No awning, foil paper or shades shall be erected over, on or outside of the windows or patios, balconies or terraces without the prior written consent of the Board.
- d) No equipment shall be removed from the common elements by, or on behalf of, any owner or occupant of a unit.
- e) No antenna, aerial, tower, satellite dish or similar structure and appurtenance thereto shall be erected on or fastened to any unit, or any portion of the common elements, except by the Corporation in connection with a common television communication system.
- f) No outside painting shall be done to the exterior of the units, railings, doors, windows, or any other part of the common elements by owners or occupants.
- g) The passageways and walkways which are part of the common elements shall not be obstructed by any owners or occupants or used by them for any purpose other than for ingress or egress to and from a unit or some other part of the common elements.
- h) Nothing shall be affixed to the exterior of unit doors or to balconies or patios without prior written permission of the Board. The Board makes an exception to this rule for a 10 day period surrounding Canada Day so long as the flag is flown according to flag etiquette set forth by the government of Canada (on masts with no other flag) and is affixed in such a way as to not damage any part of the balcony or patio being used.
- i) Any physical damage to the common elements caused by an owner or others as specified in Section 2(a) shall be repaired by arrangement and under the direction of the Board at the cost of said owner.
- j) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or over any balcony railing.

- k) No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements.
- l) No owner or occupant shall have access to the roof or service/maintenance rooms without prior permission of the Board, and then only when accompanied by the superintendent or a board member.
- m) No personal use of common area electricity or water shall be allowed.
- n) No cannabis (marijuana) shall be grown on any of the common elements, including exclusive use common elements.

8. RESIDENTIAL UNITS

- a) 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, grease or other substances shall be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use by any person named in Section 2(a) shall be borne by the owner of the unit where the damage occurred or was initiated.
- b) No owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his/her unit without the prior written consent of the Board.
- c) No owner or occupant shall overload existing electrical circuits in his/her unit and shall not alter in any way the amperage of the existing circuit breakers in his/her unit.
- d) Units shall be used only for such purposes as provided for in the Corporation's declaration and as hereinafter provided. No immoral, improper, offensive or unlawful activity shall take place or be allowed to take place in any unit.
- e) Unless with prior written permission of the Board, and notwithstanding Article IV, Section 2(a) of the declaration, occupancy standards are as follows. A maximum of two (2) persons are allowed to live in each unit per sleeping room within said unit. A sleeping room is defined as a bedroom designed for sleeping as established in the as-built building plans. The occupants must be related by blood or living in a conjugal relationship. No roomers or boarders are allowed. Any costs associated with infractions of this rule shall be recoverable by the Corporation in the same manner as are common element fees including reasonable solicitors' fees.
- f) No owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her unit or adjacent common elements. Such an infestation shall immediately be reported to the property manager and the owner or occupant shall fully co-operate with the property manager to eradicate said infestation. All owners shall allow access to their units for the purpose of spraying to eradicate said infestations originating in other units.
- g) No hoarding shall be allowed in any unit or on a balcony, and owners or residents who become aware of hoarding shall forthwith inform the property manager.

- h) Any repairs or renovations to the units or exclusive use common elements require prior written approval by the Board of Directors and shall be carried out by licensed persons only. Hours of work are Monday through Friday between 8:30 AM and 5:00 PM, excluding public holidays. A renovation request form must be submitted with detailed specifications of planned renovations. A refundable renovation deposit in an amount to be determined from time to time by the Board of Directors, shall be payable by cheque to the Corporation and included with the required form. The deposit will be refunded upon completion of the work if the unit owner and contractor have abided by the rules of the Corporation during the renovation period.
- i) All shades and other window coverings shall be white or off-white and all draperies must be lined in white or off-white, and no sheets, flags, signs or anything else whatsoever shall be hung or displayed in windows.
- j) No cannabis (marijuana) or any other similar plant may be grown in any unit, whatsoever.
- k) No owner shall be permitted to install, place, store or use any type of barbecue equipment or facility within any unit or common element area, **save and except for a portable electric barbecue**. Under no circumstances shall any propane barbecue be used or brought into the Condominium, nor shall any natural gas barbecue be placed, stored or used on any balcony or patio area. Barbequing will only be permitted during the hours of 11 a.m. to 8 p.m.

9. GARBAGE

- a) Loose garbage is not to be deposited in the recycle room. All garbage must be properly bound, packaged or bagged to prevent mess, odours and disintegration in the recycle room.
- b) Newspapers, magazines and cardboard shall be placed in the appropriate waste container.
- c) Bottles, cans and like containers shall be deposited in the appropriate waste container.
- d) Compost shall be collected in compostable bags, soft cardboard, or wrapped in newspaper and placed in the green compost bins located in the recycle room, or elsewhere as posted. No plastic or biodegradable bags are allowed.
- e) All compost and garbage shall be transported in a leak proof container from the unit to the disposal area (chute, or recycle room).
- f) Large cartons shall be flattened and placed in the appropriate bin in the garbage room, or placed on the floor in the recycle room by the door to the garbage room.
- g) Loose small items such as lamps, dishes, blinds, boxes with Styrofoam innards shall be placed on the floor in the recycle room.
- h) Electronic waste and like items as listed on the appropriate waste container shall be placed therein.
- i) No furniture, or garbage other than those items mentioned in this Section 9, is to be left in the recycle room.
- j) No burning cigarettes, cigars, ashes or other potential fire hazards shall be left in the recycle room.

- k) No garbage shall be placed down the garbage chutes between the hours of 10:00 PM and 8:00 AM.

10. TENANCY OCCUPATION

- a) No unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the owner shall have delivered to the Corporation a completed Tenant Information Form and a duly executed Form 5 or Tenant's Undertaking and Acknowledgement available from the property manager, and an executed copy of the application/offer to lease and the lease itself.
- b) In the event that the owner fails to provide the documentation in compliance with (a) above prior to the commencement date of the tenancy, and in compliance with the Condominium Act, any person or persons intending to reside in the owner's unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the owner comply with the within rules and with the Act.
- c) Within seven (7) days of ceasing to rent his/her unit (or within seven (7) days of being advised that his/her tenant has vacated or abandoned the unit, as the case may be), the owner shall notify the Corporation in writing that the unit is no longer rented.
- d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation.
- e) No lease shall be for a period of less than six (6) months without the prior written approval of the Board. In particular, no unit may be used by Airbnb or any other similar short term rental agency, and owners are required to report such activity immediately to management if same is observed.
- f) No owner shall allow his/her tenant to sublet the unit to another tenant.
- g) During the period of occupancy by the tenant, the owner shall have no right of use of any part of the common elements.
- h) The owner shall supply to the Board his/her address for service during the period of occupancy by the tenant.

11. PARKING / MOTOR VEHICLES

For the purpose of these rules, "motor vehicle" means a private passenger automobile, SUV, station wagon, compact van, light truck or motor cycle as customarily understood.

- a) No motor vehicle parked within the parking garage, shall exceed 1.85 metres in height, and shall not extend beyond 5.6 metres in length and 2.7 metres in width.
- b) No vehicles, equipment or machinery, other than motor vehicles, bicycles or shopping carts shall be parked or left on any part of the common elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes. Bicycles may be housed in the designated storage cages if an owner of same has registered the bike(s) with the property manager and applies the issued tag(s) to the bike(s). This registration must be renewed annually. Bicycles that do not have an up to date registration tag attached may be removed and disposed of by staff.

- c) Parking is prohibited in the following areas: (i) fire zones; (ii) traffic lanes, and (iii) delivery and garbage areas.
- d) No servicing or repairs of any motor vehicle, trailer, boat, snowmobile, or equipment of any kind is allowed on the common elements without the prior written consent of the property manager or the Board. No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.
- e) Motor vehicles may be parked on common elements for the purpose of loading and unloading furniture or other household effects of the owners provided that the length of time shall be no longer than is reasonably necessary to perform the service.
- f) Prior to occupancy a parking permit must be obtained from the management office by a resident or an owner on behalf of his/her guest whose vehicle will occupy a guest/visitor parking space between the hours of 2:00 AM and 7:00 AM. No verbal notifications are allowed. The permit shall be an official permit authorized and issued by the Board or its designated agent. A permit shall not be issued for a period in excess of seven (7) days. A copy of the permit must be visibly displayed on the left front dashboard.
- g) All motor vehicles operated by owners must be registered with the property manager. An owner shall provide to the property manager the licence numbers of all motor vehicles driven by residents of his/her unit, or vehicles occupying the space due to rental or visiting.
- h) No motor vehicle shall be driven on any part of the common elements at a speed in excess of the posted speed of ten (10) km per hour.
- i) No person shall place, leave, park or permit to be placed, left or parked on the common elements any motor vehicle which, in the opinion of the property manager or as directed by the Board, may pose a security or safety risk, either caused by its length or unattended stay, its physical condition or appearance or its potential damage to the property. Upon seventy-two (72) hours' written notice from the property manager, the owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as directed by the property manager, in default of which, the motor vehicle shall be removed from the property at the expense of the owner. If a motor vehicle is left standing in a parking space or upon the common elements and is unlicensed or unregistered with the property manager, the vehicle may be towed without notice to the owner and at the owner's expense.
- j) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated only during ingress and egress upon designated travel areas in a manner so as not to disturb the other owners. Mopeds and bicycles shall be operated only on designated travel areas and in such manner as not to obstruct traffic.
- k) No unlicensed motor vehicle including go-carts shall be driven within the property complex.
- l) If a motor vehicle is parked or used in contravention of these rules, such vehicle shall be liable to be towed from the property or ticketed by the City of Barrie. In which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses howsoever caused to such motor vehicle.

- m) Owners shall not convey or rent parking spaces to persons who do not reside in the building. Tenants shall not rent or otherwise allow use of parking spaces except for their own registered vehicles. Any rental agreements are deemed null and void if either party ceases to live in the building.

12. MULTI-PURPOSE ROOM

- a) Any resident wishing to use the multi-purpose room shall complete in triplicate an application for use of this room and leave same with the property manager or office staff together with a damage/security deposit in an amount to be determined from time to time by the Board. The deposit shall be returned if the multi-purpose room is left in the same condition as it is found prior to use.
- b) Any resident using the multi-purpose room shall comply with all provisions of the application form and all such provisions are considered incorporated into the rules of the Corporation.
- c) No resident shall permit more persons to be present in the multi-purpose room than is allowed by the fire marshal's office.
- d) No resident shall permit noisy, rowdy or raucous behaviour in or adjacent to the multi-purpose room nor any behaviour or noise which disturbs the comfort and quiet enjoyment of other residents, their families, guests, servants and persons having business with them.
- e) No resident shall permit any illegal act in or adjacent to the multi-purpose room or upon the property of the Corporation.
- f) Advance reservations for use of the multi-purpose room may be made by telephone. If a signed application form and security deposit cheque have not been received by the management office fourteen (14) days before the day of use, the reservation will be automatically cancelled.
- g) The Multi-Purpose Room and the Games Room are for the use of residents and their guests only. Guests using the facilities must be accompanied by a resident at all times. The facilities may not be used for any purpose after 12:00 midnight.

13. ELEVATORS AND MOVING

- a) No movement of heavy goods or furniture is allowed into or out of Grand Harbour without notification to the superintendent or property manager.
- b) Furniture and equipment shall be moved into or out of the building only by the elevator. It is within the sole discretion of the management staff to determine if protective pads are required to be installed prior to movement of goods. The time and date of moving or delivery shall be fixed in advance by arrangement with management staff. A reservation application may be required to be filed.
- c) Except with prior approval by management staff, moving and deliveries shall be permitted by appointment only between the hours of 8:30 AM and 4:30 PM Monday through Friday and from 8:30 AM to 11:30 AM on Saturdays and shall not take place on public holidays.
- d) If required by the Board, a refundable security/damage deposit, in such amount as determined from time to time, by cheque payable to the Corporation shall be

deposited with the management staff when making reservations and/or signing an elevator reservation application.

- e) It shall be the responsibility of the owner reserving the elevator for moving or delivery, to request the property manager or superintendent to inspect the elevator and adjacent common elements immediately prior to using the elevator and to request a re-inspection immediately upon completion of the delivery or movement of goods. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the owner for whom the elevator was booked. The cost of repairs, which shall include the cost of extra cleaning, shall be assessed by the property manager as soon as possible following the noting of damage and charged to the owner, including any reasonable legal costs. Failure to request an initial inspection shall not release the owner from his/her responsibility to pay for repairs.
- f) During the term of the reservation and while any exterior doors are in an open condition, the owner or person reserving the elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- g) Corridors and any common elements shall not be obstructed prior to, during or after the term of the reservation.
- h) Upon moving from a unit, the owner or occupant vacating the premises shall surrender all common element keys, fobs and any garage access devices in his/her possession to the property manager, management staff or a lawyer representing said owner. Failure to do so will result in said owner being charged for the cost of acquiring replacements of the missing items.
- i) Bicycles and carts (other than shopping carts and small dollies) shall not be taken on an elevator.

14. SMOKING

- a) Smoking of any tobacco products or cannabis products is not permitted in any area of the building, including on balconies, patios and in private suites. [See note at end of these rules].
- b) Smoking is not permitted under the portico that overhangs the front doors of the property (per "Smoke Free Ontario")
- c) Smoking is not permitted in any outdoor area of the property, including the parking lots, terrace and gardens.
- d) Notwithstanding Section 14 (a) and pursuant to Note below, if smoke, or odour from cigarettes, permeates into another suite, the owner of the suite from which the smoke or odour emanates shall be responsible for stopping the smoke or odour and shall be responsible for costs associated with necessary alterations or repairs.
- e) Notwithstanding Section 14 (a) and pursuant to Note below, cigarette and cigar butts shall not be thrown over balcony railings, nor extinguished and left upon any area of the outside common elements except the receptacles provided for that purpose.
- f) Vaping (and use of any similar e-smoking apparatus) is considered smoking and is subject to the rules as stated in this Section 14.

Note: Re Section 14 (a) Effective upon acceptance /adoption of these rules, owners who smoke shall register with the property manager. Smoking by these persons will be permitted strictly within their own suites, until the unit is sold and the deed transferred, after which the unit becomes a non-smoking unit, pursuant to these rules, and to the Declaration of Grand Harbour, Section IV 1(c) and Sec. 1X 3.

Owners with tenants, who are permitting smoking within their current lease, may continue to do so (by registering with the property manager) until the tenant moves out and the lease ends, at which time new occupants of the unit will be bound by Rule 14.