

# **CREEKSIDE TRAILS**

## **800 MYERS ROAD**

PROPOSED WATERLOO STANDARD PHASED CONDOMINIUM PLAN

June 2022

**RULES**

These Rules shall be observed by every owner, tenant, and occupant of this condominium and shall be construed in the singular or plural as the context may require, and each such term shall be deemed to include the other and includes all persons in occupancy of any Unit.

**Definitions**

1. Terms used herein shall have ascribed to them the definitions contained in the Act and in the Declaration of the Corporation, and:
2. "800 Myers Road" means the lands in Schedule "A" of the Declaration of the Corporation as amended from time to time;
3. "Act" means the *Condominium Act, 1998* as amended, supplemented or replaced from time to time, and includes all regulations pursuant thereto;
4. "Board" shall mean the Board of Directors of the Corporation;
5. "Buildings" or "buildings" shall mean all buildings on the property;
6. "Common elements" includes exclusive use portions of common elements;
7. "Corporation" shall mean Waterloo Standard Condominium Corporation No. \_\_\_\_\_;
8. "Declaration" shall mean the declaration of Waterloo Standard Condominium Corporation No. \_\_\_\_\_ as amended from time to time;
9. "Property" shall mean Waterloo Standard Condominium Plan No. \_\_\_\_\_;
10. "Telecommunication Device" means any signal transmission or signal reception device or any roof antenna or satellite dish or any other antenna, exterior tower antenna or satellite dish antenna for either radio, television, internet or other reception or transmission or for any other purpose and includes any exterior tower or other structure or support device that can be used as a support or otherwise in conjunction with any antenna, satellite dish or other transmission or reception device; and
11. "Unit Occupant" or "Unit occupant" means any Unit Owner, any Unit owner's spouse, child or children, invitee, servant, guest, or tenant and tenant's spouse, child or children, invitee, servant, guest or any other occupant of a Unit in the Property.

**Fire Prevention**

12. No one shall do or permit anything to be done in, within or on the Property that conflicts with any federal, provincial or municipal laws or bylaws relating to fire or increase the risk of fire or the rate of fire insurance on the buildings, or any property kept therein, 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 bylaw.
13. No combustible material or flammable goods shall be stored in any Unit or on the common elements unless stored as prescribed by the Board.
14. Barbecuing is permissible provided same does not cause discomfort or annoyance to other Unit Occupants within the Condominium or other residents of 800 Myers Road.

**Traffic and Parking Control**

1. The traffic and parking rules established by the Board and the traffic and parking signage posted by or on behalf of the Board shall be complied with by all Unit Occupants and visitors.
2. No motor vehicle shall be driven on any part of the condominium plan other than on the roadway and driveways or permitted parking areas. No one shall park or store anything, including a motor vehicle of any description in any area marked "no parking."
3. No motor vehicle may be parked or left on any portion of the common elements by anyone except with the prior written permission of the Board which permission can be revoked. Written permission can include signage designating parking for certain purposes or persons and areas designated for use by visitors.

4. The walkways shall not be obstructed or used for any purpose other than pedestrian ingress to and egress from the Units and parking areas. No laneway or road forming part of the Lands shall be obstructed so as to hinder or prevent motor vehicular access thereto by the persons with a right to park a motor vehicle on the laneway in question.
5. In the absence of the prior written permission of the Board:
  - a. only bona fide visitors (as determined by the Board in its absolute discretion) to a Unit may use the areas marked for visitor parking, if any; and
  - b. subject to the further provisions herein, motor vehicle(s) of a Unit Occupant may only be parked on the driveway or in the garage of the Residential Unit in which such Occupant resides.
6. Only motor vehicles that are operable, with a current motor vehicle license and insurance as is required to permit the operation of that motor vehicle on the highways of Ontario may be parked in a permitted parking area. Motor vehicles shall include only automobiles, station wagons, sport utility vehicles, vans, pick-up trucks or motorcycles. No tractor (including lawn tractor), machinery, equipment, recreational vehicle, trailer or boat may be parked or left anywhere on the Land. There shall be no parking or storage of any trailer, boat, or derelict and/or recreational vehicles or equipment anywhere on the Land except within the garage of a Unit with the garage door down. Included in the definition of "recreational vehicle" for the purposes of these rules are snowmobiles, small watercraft commonly known as "sea doos" and All Terrain Vehicles ("ATV's").
7. The Board has the right to prohibit the parking within the condominium plan of any vehicle that is fuelled by other than gasoline, diesel fuel or electricity exclusively (or by a combination of the foregoing fuels), if the Board, acting reasonably, is of the view that such vehicle's presence within the condominium plan could pose a danger the buildings and/or any of the Unit Occupants.
8. One (1) or more of the common element parking spaces to be created within this condominium plan will be designated as "Handicapped Parking Space(s)". The Board is authorized and empowered to allocate any such designated Handicapped Parking Space(s) for use by one or more Unit Occupants of the condominium plan and it is expected that such use will likely be restricted to persons who are entitled to make use of municipal handicapped parking spaces. The Board is entitled to charge a fee for such use as a precondition to such use. No Unit Occupant has any rights to make use of any such designated Handicapped Parking Space. The Board has discretion to decide who is to use such Handicapped Parking Spaces and on what terms and for what period of time and to revoke any permission given to use the same. The Board has the right, as a condition of such approval, to require any Unit Occupant who is allocated the use of a Handicapped Parking Space to give up such Unit Occupant's rights to any parking space to which such Unit Occupant has rights and allow the same to be used for visitor or other parking as determined by the Board from time to time for so long as the Unit Occupant has the use of a Handicapped Parking Space. The discretion of the Board in this regard includes the right to allow the use of any such Handicapped Parking Space(s) by visitors to the condominium plan who may or may not be considered handicapped or otherwise qualify to use the same on account of the designation as being reserved for persons considered "handicapped".

#### **Use of Common Elements and Units**

1. Unit Occupants shall strictly comply with the terms and provisions of the Declaration governing the use and occupancy of Units and common elements, and, without limiting the generality of the foregoing, the provisions of Articles II and III of the Declaration.
2. No Unit Occupant shall do or permit anything to be done in his or her Unit or on the common elements or bring or keep anything therein that will in any way obstruct or interfere with the rights of other owners or in any way injure or cause legitimate annoyance to them.
3. No noise caused by any instrument or other device or otherwise howsoever caused, including noise caused by any pet or pets, which, in the opinion of the Board is calculated to or may or does disturb the comfort or quiet enjoyment of the Property by another owner or owners or their families, guests, visitors, employees and persons having business with them, shall be permitted.

#### **Pets**

1. No pet that is deemed by the Board (in its absolute discretion) to be a nuisance or problem shall be kept in or on any Unit. Pets must be accompanied by a Unit Occupant and kept under reasonable control when not present on or in their Unit Occupant's Unit so as to not to be a nuisance or cause irritation to other Unit Occupants. No pet may be kept on any common elements. The Board can require any pet to be removed from the condominium property if the Board deems such pet to be a nuisance or problem.

2. Despite the foregoing, and without limiting the generality of the foregoing, no dog which appears, in the opinion of the Board to be aggressive or threatening or to be acting aggressively or in any sort of a threatening manner is allowed on the condominium plan (common elements or Units). It is within the Board's uncontrolled and absolute discretion to determine whether a specific dog is permitted on the condominium plan (common elements or Units) and such discretion is not subject to being explained or questioned.
3. If any pet should defecate in any area the Unit Occupant accompanying the pet shall immediately clean up the soiled area and has a duty to do so.

#### **Garbage**

1. No garbage, garbage containers or recycling materials or recycling containers shall be left or kept anywhere on or in the common elements except in a place designated by the Board or municipality for such purpose.
2. All Unit Occupants shall comply with any Rules or guidelines passed by the Board pertaining to garbage disposal and recycling which are incorporated by reference into and form part of these rules.

#### **General**

1. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of any Unit or the common elements or inside of any Unit if visible from any abutting street or any other Unit or the common elements without the prior written consent of the Board which consent may be refused. The foregoing is not applicable to the Declarant or any Unit owned by the Declarant. The Declarant has the right to approve or disapprove any signage while it still has any ownership interest in 800 Myers Road.
2. No entrance or other signs or plaques referring to the Declarant (or related company) as the developer or builder of this condominium shall be removed, obscured or covered. No other signage (other than as permitted in the Declaration) of any sort at all is permitted either on the common elements or within or on any Unit without the prior written approval of the Declarant while it has any ownership interest in 800 Myers Road.
3. Clotheslines, clothes trees, goods and technologies that have a purpose that is the same as a clothesline or clothes tree, and/or equipment that is necessary for the proper installation and operation of the foregoing that are not installed and used in accordance with Ontario Regulation 97/08 of the Energy Conservation Leadership Act, 2006 or in accordance with any replacement applicable legislation are prohibited from being anywhere on the property except with the express written permission of the Board. Any such permitted items must at all times be kept in a good and proper state of repair and appearance by the owner of the Residential Dwelling Unit in which same are located in accordance with criteria as to state of repair, appearance and specifications established from time to time by the Board as reasonably required by the Board. Notwithstanding the foregoing, no such items other than any that were installed by the Declarant prior to registration of this declaration are permitted to be installed on the common elements except in accordance with the provisions of section 97 or 98 of the Condominium Act, 1998. This means that despite the foregoing and despite Ontario Regulation 97/08 of the Energy Conservation Leadership Act, 2006, no clotheslines, clothes trees, goods and technologies that have a purpose that is the same as a clothesline or clothes tree, and/or related equipment are permitted anywhere in the common elements including the exclusive use portions thereof except and unless there has been strict compliance with the provisions of section 97 or 98 of the Condominium Act, 1998 as applicable.
4. There shall be no Telecommunication Device allowed within the condominium plan without the prior written approval of the Board and then only in strict compliance with such approval. The Board has no obligation to provide such approval, and if any such approval is provided the Board may in its absolute discretion revoke same.
5. Except as approved by the Board in writing, no building or structure or tent or swing set shall be erected and no trailer either with or without living, sleeping, or eating accommodation shall be placed located, kept or maintained on any part of the common elements.
6. Composters and digesters are prohibited anywhere in or on a Unit and the common elements.
7. No bicycles, carriages, wagons, or shopping carts shall be left at the front of any building or upon the walks or other areas of the common elements generally visible from the other Units. No one will use any such area for the repair or the cleaning of wagons, carriages, bicycles and carts. No one will use any driveway area provided for the parking of an automobile or any other common element area for the storage or repair of any motor vehicle or trailer.

8. The occupant of a Unit will be held responsible for any damage to the common elements caused by moving furniture and/or other items in and out of his or her Unit.
9. The manholes, closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, garbage, rubbish, rags, ashes or other substance shall be thrown therein. Any damage resulting to them from the misuse or from unusual or unreasonable use shall be borne by the occupants causing such damage. Water shall not be left running, unless in actual use either outside or within the premises.
10. No window air-conditioners are permitted. No air-conditioning unit nor heat pump nor similar equipment and machinery and other noise generating equipment appurtenant to or used in connection with the Units (all of which are collectively referred to herein as AC equipment) is permitted save and except AC equipment that has been pre-approved in writing by the Board. In the absence of reasonable grounds to refuse same the Board shall approve applications for the foregoing. The external elements and components of any such AC equipment may only be located where permitted by the Board. This foregoing part of this paragraph is not applicable to AC equipment placed by or on behalf of the Declarant whether before or after registration of the Unit. All AC equipment must be kept in good repair by the owner of same so that the noise from same is kept as low as is reasonably possible. All components of such AC equipment shall form part of the Unit the same service so that the Unit Owner of the said Unit is responsible to maintain, repair (after damage or otherwise) and replace the same as required by the Board in its discretion (exercised reasonably).
11. No partitions, gates or fences may be erected without the prior written permission of the Board. No one will excavate or permit to be excavated or removed any earth from the common elements or the yard area of any residential unit, or remove or permit to be removed therefrom any trees or shrubs, without prior written approval of the Board.
12. Neither the Board nor any member thereof nor the Corporation shall be liable for any loss or damage or theft to any Unit Owner's or occupant's goods or chattels stored in any storage space provided or permitted by the Corporation.
13. No noise of any kind, which in the opinion of the Board or its agent may disturb the comfort of any other occupant of the condominium plan shall be permitted by anyone nor shall any noise whatsoever, including the playing of musical instruments be repeated or persisted in after request by the Board or its agent to discontinue the same, including any noise caused by any congregation of persons in any Unit or portion or portions of the common elements. Organs, violins, and other musical instruments shall not be played by anyone in any Unit or on the common elements after 11:00 p.m. The sound of radios, MP3 players, tape recorders, and television sets in Units or on the common elements shall be maintained at a level, which in the opinion of the Board or its agent, is calculated not to disturb the comfort of any other occupant and the level of sound therefrom shall, upon the request of the Board or its agent, be sufficiently reduced so that the same is in the opinion of the Board or its agent, not disturbing to the comfort of any other person.
14. Each occupant must provide contents insurance for his or her own furnishings, including personal possessions, and to further insure such occupant with an appropriate legal liability policy as well as such other insurance as may be recommended by his or her insurance agent whose advice each occupant is urged to obtain. All such policies are to be at the expense of the occupant. In addition each occupant must obtain insurance of the improvements to his or her unit. Improvements are determined by reference to the standard unit definition that is set out in the bylaw(s) of the Corporation.
15. No skateboarding is allowed anywhere on the condominium property.
16. Every Unit Occupant shall become familiar with comply with and adhere to the provisions and terms of the Declaration, Bylaws and Rules of the Corporation.