

WATERFRONT TRAILS

RULES AND REGULATIONS

The following Rules made pursuant to the *Condominium Act, 1998*, S.O. 1998 c.19, as amended (which Act and the regulations thereunder are herein referred to as the "Act"), shall be observed by all Owners of a parcel of tied land ("Potl") and any other persons occupying the Potl with the Owner's approval, including, without limitation, members of the Owner's family, his tenants, guests, invitees, servants and/or occupants, for whose actions or omissions the Owner shall be responsible and liable.

1. Use of the Common Elements shall be subject to the Rules which the Board of Directors 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.
2. Rules as deemed necessary and altered from time to time by the Condominium Corporation shall be binding on all Owners and occupants, their families, guests, visitors, servants or agents.
3. Owners and their families, guests, visitors, servants and agents shall not create or permit the creation or continuation of any noise or nuisance which, in the opinion of the Board of Directors or the property manager, may or does disturb the comfort or quiet enjoyment of Common Elements or other Owners or their respective families, guests, visitors, servants and persons having business with them.
4. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the Common Elements, including grass, trees, shrubs, hedges, flowers or flower beds.
5. No one shall uproot existing plants, hedges, shrubs or trees, nor plant new shrubs, hedges or trees anywhere upon the Common Elements.
6. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the Potl or Common Elements whatsoever without the prior written consent of the Board of Directors, unless as specifically contemplated in the Declaration.
7. No equipment shall be removed from the Common Elements by or on behalf of any Owner or occupant of a Potl.
8. Any physical damage to the Common Elements caused by an Owner or occupant, his family, guests, visitors, servants, or agents shall be repaired by arrangement and under the direction of the Board of Directors at the cost and expense of such Owner or occupant.
9. 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.
10. The walkways which are part of the Common Elements shall not be obstructed by any of the Owners or occupants of a Potl.
11. There shall be no decorating or painting done or effected or caused to be done on any part of the Common Elements, otherwise than as expressly approved by the Board in writing.
12. No Owner shall place, leave or permit to be placed or left in or upon the Common Elements any debris, refuse or garbage, except on days designated by the Board or the Corporation's property manager as garbage pick-up days, nor shall he place or deposit same, except in an area designated by the Condominium Corporation or the property manager. Such debris, refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags not exceeding twenty-five (25) pounds per bag in weight and shall be disposed of as directed by the property manager. Where such debris, refuse or garbage consists of large items, crates or cartons, each Owner shall arrange with the property manager or supervisor for disposal thereof and such crates or cartons shall not, in any event, be left outside the Potl.

13. No storage of any combustible or offensive goods, provisions or materials shall be kept on the Common Elements.
14. No Owner shall do or permit anything to be done with respect to the Common Elements, or bring or keep anything therein which will in any way increase the risk of fire or the fire insurance premiums or obstruct or interfere with the rights of other Owners, or in any way injure or annoy another Owner or Owners, or conflict with the regulations of the relevant fire department, or with any insurance policy carried by the Condominium Corporation or conflict with any of the rules or ordinances of the local board of health, or with any municipal by-law or any provincial or federal statute or regulation.
15. No motor vehicle whatsoever shall be parked at any time or times on the Common Elements.
16. No vehicles, equipment or machinery 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.
17. No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on the Common Elements without the express written consent of the property manager or the Board of Directors. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway or parking space.
18. Parking is prohibited in the following areas:
 - (i) fire zones;
 - (ii) traffic lanes;
 - (iii) delivery and garbage areas; and
 - (iv) roadways (other than designated visitor parking areas).
19. A motor vehicle shall not be driven on any part of the Common Elements at a speed in excess of the posted speed nor on any part of the Common Elements which has not been designated for the passage of motor vehicles.
20. Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other Owners. Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic.
21. No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without a proper operating license.
22. No person shall park a motor vehicle in contravention of these Rules in default of which such person shall be liable to be fined or to have his motor vehicle towed from the property under local by-laws in which event the Condominium Corporation and its agents shall not be liable for any damage, costs or expenses howsoever caused in respect of any motor vehicles removed from the property.
23. Guests and visitors shall park only in areas designated as guest or visitor parking.
24. All bicycles, tricycles, toys and like objects must be removed from the Common Elements including exclusive use Common Elements when not in use and stored within each Owner's Potl.
25. Each Owner is to use his best efforts to prevent his children or other children from playing in the roadways and thoroughfare common element areas.
26. If the Board or property manager receives any written notice of complaint with respect to any Owners' pet on the Property, the Owner shall within two (2) weeks of receipt of written notice from the Board or the property manager be given the opportunity to dispute such complaint(s) and in the event that the Board or the property manager is not satisfied that the offending conduct of the pet will cease, the Owner shall permanently be unable to bring the pet on the Property.
27. Should the Potl Owner fail to fulfil his maintenance responsibility as provided for in the Declaration within forty-eight (48) hours of written notice to that effect from the Corporation, the Corporation may

at the Potl Owner's expense complete the necessary maintenance. The Corporation may take such steps as it deems appropriate to collect from the Potl Owner any amount so expended.

28. It is understood and agreed between the Corporation and the Owner that no assent or consent to changes in, or waiver of, any part of these Rules and Regulations in spirit or letter shall be deemed or taken as made, unless the same be done in writing and attached to, or endorsed thereon by the Corporation or its agents.
29. The Corporation shall have the right to make such other and further reasonable Rules and Regulations as in its judgment may from time to time be needful for the safety and cleanliness of the premises and for the preservation of good order therein.
30. Any loss, cost or damages incurred by the Corporation by reason of a breach of any Rules and Regulations in force from time to time by an Owner, his or her family, guests, servants, agents, tenants or occupants of his Potl shall be borne and/or paid by such Owner and may be recovered by the Corporation against such owner in the same manner as common expenses.