

NOTICE OF RULES AND COPY OF RULES

NOTICE OF RULES AND COPY OF RULES

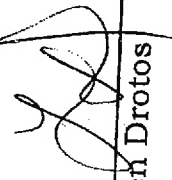
Notice of Waterloo Standard Condominium Corporation No. 424 (the "Corporation") to the unit owners of Waterloo Standard Condominium Plan No. 424 (the "Plan")


The Corporation by its directors hereby gives notice to the unit owners of the Plan that the attached Rules have been made by the Board of Directors of the Corporation and is proposed that the Rules will become effective as rules established by the Corporation on the 29th day of March, 2006.


The unit owners have the right to requisition a meeting under Section 46 of the Condominium Act, 1998 (the "Act") in which case the Rules become effective at the time determined by subsections 58(7) and 58(8) of the Act which state:

- 58(7) *Subject to subsection (8), a rule is not effective until,*
- (a) *the owners approve it at a meeting of owners, if the board receives a requisition for the meeting under Section 46 within 30 days after the board has given notice of the rule to the owners; or*
- (b) *30 days after the board has given notice of the rule to the owners, if the board does not receive a requisition for the meeting under Section 46 within those 30 days. 1998, c. 19,*
- 58(8) *A rule or an amendment to a rule that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose.*

Dated the 27th day of February, 2006, at 10:15 a.m.


Loren Drotos



Christine Drotos


Lorraine Barlow

Receipt of a true copy of this Notice and attached Rules thereof is hereby acknowledged this 27th day of February, 2006 at 10:20 a.m. by the sole Owner of all of the units of Waterloo Standard Condominium Plan No. 424.

Lorchrist Properties Limited

Per:


Name: Loren Drotos
Office: President

I have the authority to bind the Corporation

Waterloo Standard Condominium Corporation No. 424

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:

- a. "Act" means the Condominium Act, 1998 as amended, supplemented or replaced from time to time, and includes all regulations pursuant thereto;
- b. "Board" shall mean the Board of Directors of the Corporation;
- c. "Buildings" or "buildings" shall mean all buildings on the property;
- d. "Corporation" shall mean Waterloo Standard Condominium Corporation No. 424;
- e. "Declarant" means Lorchrist Properties Limited and its successor or assignee but does not include any *bona fide* purchaser of a Unit within this condominium plan;
- f. "Declarant's Affiliate" means any person, estate, corporation or other business entity which exclusively or in conjunction with others controls or is controlled by the Declarant or one or more of the persons who are shareholders, directors or officers of the Declarant;
- g. "Declaration" shall mean the declaration of Waterloo Standard Condominium Corporation No. 424 as amended from time to time;
- h. "Property" or the "Condominium Plan" shall mean all of the lands designated as part of the condominium in Waterloo Standard Condominium Plan No. 424;
- i. "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
- j. "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 Residential Use Unit in this condominium plan, and in the case of a Commercial Use Unit being use primarily for commercial purposes includes any patron, customer, supplier, any agent of or contractor associated with and any employee of a business being carried on within or from the Unit or other person who, in association with such a business, carries out any functions of his or her business or employment on any part of the lands.

Fire Prevention

2. 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
3. No combustible material or flammable goods shall be stored in any Unit or on the common elements unless stored as prescribed by the Board
4. Barbecuing is not permitted anywhere on the interior of the Units or building or on any balcony.
5. All Unit Occupants and visitors shall comply with the rules and procedures established by the Board from time to time with respect to the use and enjoyment of the common element rooftop patio and garden features of the condominium.

Traffic and Parking Control

6. 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.
7. There is no visitor parking available on the condominium plan.
8. In the absence of the prior written permission of the Board, motor vehicle(s) of a Unit Occupant may only be parked in a Parking Unit owned or leased by the Unit Owner of the Unit in which the driver of the motor vehicle resides. No motor vehicle may be parked or left on any other 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.
9. 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 any permitted parking area. There shall

be no parking or storage of derelict and/or recreational vehicles or equipment on or in the Condominium Plan. Without limiting the generality of the foregoing, prohibited recreational vehicles and equipment include boats, trailers, snowmobiles, personal water craft and any vehicle which contains cooking and/or sleeping facilities or which is capable of providing accommodation facilities to one or more persons.

10. Only automobiles, station wagons, vans or pick-up trucks or motorcycles may be parked in a Parking Unit, and/or on the driveway appurtenant to a Residential Unit, or on any permitted area of the common elements (if any).
11. No one shall permit any gasoline, oil or other harmful substance to escape on to the surface of the parking spaces, driveways or common elements. Other than as a temporary expedient, mats, trays or other containers may not be placed on the surface of the parking spaces as an alternative to repairing the cause of the escape of the gasoline, oil or other harmful substance.
12. No repairs or adjustments to motor vehicles shall be carried out on the common elements. No car washing shall take place on the common elements unless expressly permitted in writing by the Board.
13. No one shall park or store anything, including without limitation a motor vehicle of any description, in any area marked "no parking."

Use of Common Elements and Units

14. Unit Occupants shall strictly comply with the terms and provisions of the Declaration governing the use and occupancy of Units and common elements.
15. 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.
16. 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.
17. No pet that is deemed by the Board (its absolute discretion) to be a nuisance shall be kept in any Unit. Pets must be accompanied by a Unit Occupant and kept on a leash and under reasonable control when not present in their Unit Occupant's Residential Unit so as to not be a nuisance or cause irritation to other Unit Occupants. No pet may be kept on any Parking Unit or any common elements. The Board can require any pet to be removed from the Corporation property if the Board deems such pet to be a nuisance.
18. Without the prior written approval of the Board the only permitted pets are dogs, domestic housecats, parakeets, budgies, canaries, parrots and birds of that

sort, and small fish in an aquarium kept inside the building portion of a Residential Dwelling Unit.

19. No animal or bird, which is neither a pet nor any insect or reptile that is or is not a pet may be kept anywhere within this condominium plan.
20. If any pet should defecate in any area, the person accompanying the pet shall immediately clean up the soiled area and has a duty to do so. The Board has the right to collect the costs of actual cleanup of any defecation left on the common elements from the Unit Owner of the Residential Unit in which such pet resides should the person accompanying the pet fail to immediately clean up the soiled area with such costs being deemed to be a common expense and an item of repair for which the Unit owner is solely responsible. The cost can therefore be subject to a lien pursuant to the Act.
21. Despite the foregoing, and without limiting the generality of the foregoing, because the presence of certain breeds of dogs or aggressive dogs or dogs which give the impression of being aggressive may give concern to other Unit Occupants, there shall be no dog allowed on this condominium plan (common elements or Units) of, or which are a cross of including one or more of, the following breeds or types, Pit Bull, Rottweiler, Doberman, Akita or any sort of guard dog or dog originally bred for fighting or such other breed as the Board may determine from time to time is not be allowed. In addition, 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 this condominium plan (common elements or Units). It is within the Board's uncontrolled and absolute discretion to determine what breeds and what specific dogs are not permitted on this condominium plan (common elements or Units) and such discretion is not subject to being explained or questioned.
22. The Board has the absolute jurisdiction and authority to determine if any dog is a member of a prohibited breed or a cross breed whose lineage includes a prohibited breed and to require the permanent removal of such dog from the condominium property.
23. Upon the Board notifying a Unit Occupant of such determination being made with respect to a dog that appears to reside in or visit such Unit Occupant's Unit, the Board may give the Unit Occupant an opportunity to challenge such determination by submitting one or the other of:
 - a. a certified pedigree issued by the Canadian Kennel Club the positively identifies the dog in question by tattoo or microchip and confirms that such dog does not have any of such breeds in its pedigree; or
 - b. a completely unqualified written certificate to the Corporation that states therein the Corporation is entitled to rely on same from a veterinarian that certifies there is no doubt of any nature or kind that:

- i. the dog examined by the veterinarian is the dog that has been designated by the Board as being a member of a prohibited breed or a cross breed whose lineage includes a prohibited breed;
- ii. and that such dog is not a member of a prohibited breed or a cross breed whose lineage includes a prohibited breed.

No other evidence shall be considered by the Board to support any such permitted challenge.

24. Notwithstanding the foregoing and in addition to the foregoing, the Board has the absolute discretion and jurisdiction to order the permanent removal of any dog from the condominium property. Also, notwithstanding any challenge being permitted and/or made, the Board shall not be required to explain or justify its decision to order such removal. Upon such order being given the dog in question must be permanently removed from the condominium property within fourteen (14) days from the date such order is delivered to a Unit Occupant of the Unit in which such dog resides or visits.
25. Any restrictions, rules or prohibitions with respect to pets are subject to one or more exceptions which can be made for medical reasons in the discretion of the Board reasonably exercised, upon receipt of adequate documentation including without limiting the generality of the foregoing, evidencing:
 - a. that a dog (or other suitably trained animal) which would otherwise be prohibited is a trained seeing eye dog or trained seeing eye animal, and is necessary to any person with a right of access to the common elements of this condominium plan;
 - b. that a dog (or other suitably trained animal) which would otherwise be prohibited is a trained hearing ear dog or trained hearing ear animal and is necessary to any person with a right of access to the common elements of this condominium plan;
 - c. that an animal which would otherwise be prohibited, is trained and used to assist a Unit Occupant with normal day to day activities that such occupant, because of a physical disability, is unable to perform for him or herself, such as retrieving items, turning on and off of lights, assisting in propelling a wheel chair and other acts of a similar nature.
26. The necessity of a seeing eye dog (or other suitably trained animal), hearing ear dog (or other suitably trained animal) or other animal which would otherwise be prohibited, accompanying a person with a right of access to the common elements of this condominium plan must be established by sufficient documentary medical evidence of a physician licensed to practice in the province of Ontario. In addition, while one or more exceptions may be made as aforesaid, any such animal must be kept under reasonable control and not cause any undue disturbance or annoyance to any other Unit Occupant.

27. The Board has the discretion but not the obligation to permit other pets that might otherwise be prohibited, if the need for such other pet is established by sufficient documentary medical evidence of one or more licensed physicians in the province of Ontario.

Garbage

28. Unit Occupants shall not place, leave or permit to be placed or left in or upon the common elements any debris, refuse or garbage. 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 placed in secure containers designed for holding garbage that will withstand rodents, vermin and pets so that the garbage bags are not torn by, entered or scattered by the same. All garbage and recycling shall be kept by Unit Occupants in their Units until the pickup days (if any) designated by the Board or municipality from time to time. On pickup days garbage and/or recycling for pickup shall be placed by Unit Occupants in such location or locations and by such time as are designated by the Board from time to time.
29. Where such debris, refuse or garbage consists of packing cartons or crates (which term includes large cardboard boxes such as appliance cartons), the owner shall arrange for a pick-up thereof and such packing cartons or crates shall not in any event be left outside the Unit.
30. All papers shall be securely tied in bundles and all other garbage shall be securely wrapped and tied.
31. 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

32. 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 in accordance with the relevant provision of the Declaration. The foregoing is not applicable to the Declarant or any Unit owned by the Declarant or Declarant's Affiliate. The Declarant has the right to approve or disapprove any signage while it still has any ownership interest in any of the Property.
33. No entrance or other signs or plaques referring to the Declarant (or related company) as the developer or builder of the Condominium Plan 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 the Condominium Plan.

34. Unit Owners' and Unit Occupants' occupation and use of the Common Elements shall be restricted to the extent that they shall not interfere with or alter or damage any Project Accreditation Sign of the Declarant erected pursuant to the Declaration nor block or impede the public's view of the Project Accreditation Sign from adjacent municipal streets.
35. There shall be no Telecommunication Device erected, fixed, resting by its own weight or otherwise, hanging or otherwise visible anywhere on the Condominium Plan or any building or structure thereon or present or visible from any other Unit or common element on any of the Condominium Plan without the prior written consent of the Declarant while the Declarant or Declarant's Affiliate has any interest in any of the lands (or condominium Unit) within the Condominium Plan. The Declarant has the exclusive jurisdiction and is empowered to grant permission for any Telecommunication Device while the Declarant has any interest in any of the lands (or condominium Unit) within the Condominium Plan. Thereafter any references in this paragraph to the Declarant shall be deemed to be a reference to the Board. Any Telecommunication Device for which the Declarant has given permission is allowed to remain within the Condominium Plan after the Declarant has no interest in any of the lands (or condominium Unit) within the Condominium Plan, until the title to the Unit whose owner was given consent for such Telecommunication Device is no longer in the name(s) of the owner(s) or any of the owner(s) to whom the Declarant provided its permission for the said Telecommunication Device provided the said Telecommunication Device is kept in a reasonable state of repair and condition and is securely affixed in accordance with the permission granted therefor by the Declarant.
36. No bicycles, carriages, wagons, or shopping carts shall be left outside of the 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.
37. 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.
38. 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.
39. 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. 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).

40. 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.
41. 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, record 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. This rule shall not be construed so as to restrict noise which may reasonably be expected to be created by permitted commercial uses of a Commercial Use Unit, including without limitation permitted musical entertainment therein.
42. 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.
43. Every Unit Occupant shall become familiar with and adhere to the provisions and terms of the Declaration, Bylaws and Rules of the Waterloo Standard Condominium Corporation No. 424.