

# **HALTON CONDOMINIUM CORPORATION #58**

## **RULES & REGULATIONS**

Updated in December 2019

The Board of Directors of Halton Condominium Corporation # 58, (the Corporation) has repealed all previous rules of the Corporation and has replaced them with the Rules hereinafter set out. The following rules shall be observed by each owner, and the term “**owner**” shall include the owner of any unit in the Corporation and any other person(s) occupying the unit with the owner’s approval, including without limitation, a dwelling unit owner’s family members, tenants, invitees and/or licensees.

### **1. AUCTION SALES**

No auctions or garage sales shall be held on the common elements, except for any site-wide garage sales as scheduled by the Board of Directors from time to time.

### **2. COMBUSTIBLE MATERIALS**

**2.1** No owner, resident, or guest, shall do or permit anything to be done in his 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 building or on property kept therein. Owners or tenants may not conflict with the laws relating to fire or with the regulations of the local Fire Department jurisdiction, or with any insurance policy carried by the Corporation. In addition, owners or tenants may not conflict with any of the regulations of the local Board of Health or with any legal statute or municipal by-law.

**2.2** No goods, provisions, or materials which are deemed to be hazardous or offensive may be kept or stored on the common elements. Any unit owner or tenant shall immediately remove such hazardous material upon receiving written notice from the Corporation to do so. Such hazardous materials may include, but are not limited to, pesticides, herbicides, petroleum products, explosives of any type, bottled gases of any type, (except propane tanks used for barbecuing).

### **3. COMMON ELEMENTS (EXCLUSIVE USE)**

**3.1** No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door, or balcony. Balcony areas shall not be used for storage.

**3.2** Residents are not permitted to install any satellite dish, television antenna, tower or similar structure on any part of the common elements, including the exclusive use areas without the prior consent of the Corporation.

**3.3** Use and storage of barbecues is restricted to the outdoor, exclusive use rear yard areas of each unit. Any damage caused by the use of a barbecue to common element property shall be the responsibility of the unit owner. All propane tanks and canisters must be stored outside of the owner’s unit in the exclusive use rear yard area and are restricted to a maximum 25 lb capacity. The installation of natural gas barbecues requires the prior written approval of the Board of Directors.

**3.4** Unit owners, tenants and their families, guests, visitors and agents shall not cause to be done, by act or omission, any damage to the asphalt in the entrance walkways or driveways. Any damage so caused shall be the unit owner's responsibility to repair and/or replace, to the satisfaction of the Corporation.

**3.5** Laundry shall not be permitted to hang outside of a unit. Installation of clotheslines, umbrella type clothes drying stands or any other type of clothes drying apparatus on any common element or exclusive use common element area is prohibited.

**3.6** A unit owner or his tenant shall not alter the construction, dimensions or finish of the patio fencing as installed by the Corporation. Nothing shall be placed on any patio or patio fence so as to project beyond the outer surface, except as otherwise provided in these rules.

**3.7** Owners, tenants and/or their guests shall not leave bicycles, tricycles, toys, etc, on the common elements when not in use. Bicycles may only be ridden on asphalt or concrete surfaces throughout the complex.

**3.8** Window type air-conditioning units are permitted in the complex upon written approval from the board of directors. A noisy or defective central air-conditioning unit shall not be operated until it is repaired or replaced.

**3.9** Seasonal lights and ornaments may be installed by unit owners on or around their units 30 days prior to Halloween or Christmas and must be removed within 30 days after Halloween and within 90 days after Christmas. Any damage caused to the common elements by the erection or maintenance of any such ornaments by the unit owner will be the sole responsibility of the unit owner or resident.

**3.10** Fireworks are not permitted in the complex at any time.

**3.11** Seasonal furniture is permitted on balconies, porches, alcoves and patios or on any part of the common elements or exclusive use common elements, subject to approval by the Corporation. Firewood must be stored in the garage.

**3.12** Nothing shall be thrown from the windows, doors, or balconies, of the units.

**3.13** No building, structure or tent shall be erected on the common elements without the prior consent of the Corporation.

**3.14** Unit owners shall ensure that their front and rear exterior taps are drained in the fall of each year in order to prevent freezing and/or bursting of the pipes. Any damages caused by the failure to do so, will be the responsibility of the unit owner.

#### **4. DAMAGES**

**4.1** Any loss, cost, or damages incurred by the Corporation, (including legal fees and disbursements determined on a solicitor client basis.), by reason of a breach of any rules and regulations in force from time to time by any owner, his family, guests, invitees, agents or occupants of his unit, shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.

**4.2** Owners, tenants, and their guests are responsible for cleaning any spill or mess that they cause on the common elements. Any expense incurred by the Corporation for any such clean-up will be charged back to the unit owner, if not rectified in a timely manner to the satisfaction of the Corporation.

**4.3** In the event that a unit owner inspects the corporation's documents, in excess of a three hour total per year, the corporation reserves the right to charge back such costs incurred, to the unit owner who reviewed the documents.

#### **5. DECLARATION AND BY-LAWS**

The terms of the Declaration are hereby deemed to be part of these Rules. The terms of any by-laws enacted are hereby deemed to be part of these Rules.

#### **6. LEASING OF UNITS**

**6.1** An owner who leases or rents his/her unit or permits some other persons to reside in his/her unit shall, within thirty (30) days of the commencement of the lease:

- provide each new tenant with a copy of the Declaration, By-laws and Rules of HCC 58;
- provide the Property Manager with the names and phone numbers of all occupants of the unit as well as the vehicle license plate numbers for all residents who own vehicles;
- provide the Property Manager with an address for service and phone number for the unit owner;
- provide to the Corporation a Leasing Covenant as required by the Declaration.

This procedure shall be followed each time that the unit is re-leased.

**6.2** No unit shall be occupied under a lease or license arrangement for commercial, transient or hotel purposes.

**6.3** The owner shall comply with any notice from the Corporation requiring the tenant to provide access for purposes of inspection or repairs to the unit and/or common elements.

**6.4** Within five (5) days of ceasing to rent their unit or if the tenant has vacated or abandoned the unit, the owner shall notify the Corporation that the unit is no longer rented and is vacant.

## **7. GARBAGE**

**7.1** All recycling bins and garbage containers must be stored inside the garage.

**7.2** No owner or occupant shall place, leave, or permit to be placed or left in or upon the common elements, including those areas over which they have the exclusive use, any debris, refuse or garbage, except on days designated by the Corporation in conjunction with the local municipality.

**7.3** All refuse and garbage shall be contained in properly tied plastic bags or containers. Any loose debris left over by the municipality's garbage disposal is the responsibility of the unit owner to remove. At no time are large items to be left for City pick-up unless the City has so notified residents.

**7.4** Glass, tins, plastic bottles, cardboard, newspapers and any other materials designated for recycling by the local authority shall be disposed of in accordance with the municipality's recycling program.

**7.5** Garbage and/or recycling shall not be put out on the street earlier than 7:00 p.m. the night before pick-up in accordance with the City of Burlington's by-laws.

## **8. LANDSCAPING (ALTERATION OF)**

**8.1** Residents shall not make alterations to their front and rear garden areas without the prior written approval of the Corporation. Section 98 Agreements may be required for such alterations. (Please refer to Rules 18.1 and 18.2)

**8.2** Planting of annuals is permitted. In the event that repairs are required to any part of the common elements residents may be required to remove and replant their exclusive use garden areas, at their own expense.

**8.3** Planting or removal of trees on the common elements is subject to prior written approval by the Corporation.

## **9. MOTOR VEHICLES – PARKING & REPAIRS**

For the purpose of these Rules and Regulations, "Motor Vehicle" shall mean a private passenger vehicle, van, motorcycle or pick-up truck, which is currently licensed and in good working order.

**9.1** Each unit owner or resident has 2 exclusive use areas for the purpose of parking their vehicles, these being i) their unit driveway and ii) their unit garage.

**9.2** Except for registered motor vehicles, no owner or resident shall store or leave in their exclusive use parking space or on any part of the common elements any objects including but not limited to the following: trailers, boats, motor-home, and snowmobiles.

**9.3** All owners or residents are required to maintain their driveways in a clean and tidy condition. Vehicles leaking fluid must be repaired and the driveway returned to its original condition. Asphalt repairs required as a result of leaking vehicles or spills will be charged back to the owner.

**9.4** Owners and residents shall provide the Property Manager or his/her designate with current information about the vehicle and its drivers, including current vehicle plate registration, as may be required by the Corporation from time to time.

**9.5** No owner or resident shall park their vehicle in a space designated as “Visitors’ Parking”. Permission for short term parking privileges in Visitors’ Parking may be obtained from the Property Manager under special circumstances.

If an owner or resident has a guest that will require extended use of the Visitors’ parking, they must notify the Property Manager, via email or phone (excluding weekends) 2 business days prior to their guests’ arrival and provide their guests’ license plate information and the dates their guests will require the use of Visitors’ parking. Any motor vehicle parking in the Visitors’ spaces must have current registered license plates and be in good working order. Any breach of these rules may result in compliance measures being taken at the sole cost of the offending unit owner.

**9.6** The board, its agents and employees assume no responsibility for any damages or loss of personal property however caused in the “Visitors and/or Leased Parking” spaces.

**9.7** The corporation has eight parking spaces available. These will be leased by the Corporation on a first-come first served basis and a waiting list will be kept by the Property Manager. The monthly fee will be set by the Corporation and may change providing at least 30 days notice to residents affected. All rules for parking will apply to the leased parking area and residents will be responsible for ensuring that their vehicle does not cause any damage to the asphalt. The vehicles shall have a valid current license and be in operating order.

**9.8** Residents must not exceed 15 km per hour when driving through the complex.

**9.9** At no time may any residents or their guests park on any roadways in the complex which are designated as a Fire Route.

**9.10** No owner, resident or guest shall park a vehicle on any grassed area of the common elements.

## **10. NOISE AND NUISANCE**

Owners, residents and guests shall not permit any noise or nuisance which may disturb the comfort and quiet enjoyment of the units and common elements by other owners, residents and their guests. Owners, residents and their guests shall comply with all Municipal noise By-laws.

## **11. PETS**

Residents may keep pets in their units, other than those animals prohibited by the City of Burlington By-laws.

- a) When on the common elements, all pets must be under leash.
- b) Each unit owner shall clean up immediately, all pet feces deposited on the common elements, including exclusive use common element areas (front and rear yards). Such feces shall be

deposited in a suitable plastic bag and placed in their own household garbage. Pet feces shall not be placed in the garbage receptacle located in the playground.

- c) Any pet that is deemed by the corporation to be a nuisance, shall not be kept by any owner or occupant. Where the pet has been deemed a nuisance by the corporation, the pet owner shall, within seven (7) days of receipt of a written notice from the management company requesting the removal of such pet, permanently remove the pet from the property.
- d) Pets shall not be tied up or kept on the common elements, except within the exclusive use areas, and must be supervised at all times.
- e) Residents shall be liable for any damage to the common elements caused by their pets and may be assessed and charged for the cost of repairs and / or damage, as the corporation may decide. At all times it is the pet owner's responsibility to control their pet.

## **12. PLAYGROUND AREAS**

The designated playground area within the complex shall only be used from 8:00 a.m. to 9:00 p.m.

## **13. SIGNS**

No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside of a window or door or outside of the unit on the common element, without the prior written consent of the corporation, except the following:

- For Sale / For Rent Signs: Unit owners may erect a For Sale or For Rent sign. Such signs must be removed ten (10) days after the sale or rental of the property;
- Election Signs: Unit owners may erect an election sign on the lawn area immediately in front of their unit. Such signs must be removed by the unit owner within three (3) days following the date of the election.

All signs are not to exceed 2 ft x 3 ft in size.

## **14. ROADWAYS, SIDEWALKS AND DRIVEWAYS**

No driveways, roadways, parking areas, or any part of the corporation's common elements shall be used for the purpose of activities which cause unreasonable interference with the use and enjoyment of the common elements, the units, or the assets of the Corporation, or which compromise the safety, security or welfare of the owners, occupants, or guests in the Corporation.

## **15. SNOW / ICE REMOVAL**

- (a) Unit owners are responsible for the removal of snow and ice from those areas of the common elements comprising the walkway to the front door of the unit, the front porch (and rear patios if applicable), and the driveway servicing the unit where snow and/or ice accumulation is less than two inches (approximately) in depth.
- (b) Where snow/ice accumulation is greater than two inches (approximately), the Corporation's snow removal contractor will attend to the removal of the snow/ice in accordance with the snow removal contract.

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- (c) Notwithstanding the foregoing, unit owners understand and accept that while the snow removal contractor will make every reasonable attempt to remove snow and ice as expeditiously as possible, the contractor may be delayed in carrying out its duties for various reasons, including, but not limited to, intense snow/ice storms. As such, unit owners who choose to use their walkways, porches or driveways prior to the snow removal contractor's attendance on site, do so at their own risk. Owners are encouraged to take reasonable efforts to clear snow and ice and/or salt, sand or use de-icer on front porches and walkways where delays in snow/ice removal occur in order to make the premises safe for those who may have reason to travel to use them.
- (d) The snow removal contract does not include the removal of snow/ice from driveway areas if the resident's motor vehicle is parked in the driveway at the time of such removal. In such case, residents will be responsible for removing the snow/ice from the driveway area and for sanding, salting or using de-icer.
- (e) Owners are encouraged to sand, salt or use de-icer whenever an accumulation of snow or ice occurs, regardless of the amount. The snow removal contract does include the use of de-icer after significant snow falls. Owners may request in writing addressed to the Board of Directors and to the snow removal contractor that no salt or de-icer be used on their porches, walkways or driveways. If an owner makes such a request, it is done on the understanding that they shall become solely responsible for any injuries that may be sustained by anyone having reason to use the walkways, porches or driveways, including, but not limited to, the owner, their family, guests, other residents, tenants, service personnel, or other invitees, that may occur as a result of the failure to salt or de-ice these areas. Owners who make such a request shall place a sign, obtained from the management company, on the handle of their garage door during periods of inclement weather. In the event that no such sign is posted, the snow removal contractor will proceed to salt or add de-icer to the front porch, walkways and/or driveways notwithstanding any prior request by the unit owner to the Corporation;
- (f) Owners understand and agree that in some instances the total snow fall may be less than two inches, but because of wind, drifts may occur which are deeper than two inches, and in such case, the owner remains responsible for removing drifting snow from their porches, walkways and driveways in accordance with these Rules.

## **16. PLUMBING SYSTEMS**

The Corporation is responsible for the maintenance of the main water pipes and shut off valves for each unit. Residents will be responsible for all plumbing fixtures which only service their unit. In the event that damages to a unit caused by plumbing fixtures is excessive requiring the Corporation to file an insurance claim, the unit owner will be responsible for payment of the insurance deductible.

Water shall not be left running unless in actual use.

## **17. WINDOWS**

Flags and other objectionable hangings may not be used as window coverings. Nothing shall be placed on or attached to the outside of windowsills.

## **18. EXTERIOR ALTERATIONS TO COMMON ELEMENTS**

Unit owners shall not paint or alter in any way the exterior surfaces of his or her unit or any other common element or structures thereon except as detailed in Section 18.1. All other alterations require board approval and a signed Indemnification Agreement form. All alterations become the responsibility of the unit owner in matters of upkeep, maintenance and future replacement. If the owner fails to maintain the improvements to the unit in a suitable manner, the Corporation may then maintain or remove the improvement and the cost of such maintenance will be charged back against the owner.

### **18.1 Pre-Approved Alterations Not Requiring Prior Corporation Approval:**

Unit owners may effect the following minor changes to the common elements of their units without requiring an Indemnity Agreement and prior approval of the corporation:

- a) Front exterior doorknobs may be replaced provided that they are of the same style as the existing doorknobs. Doors may not be changed.
- b) Peepholes, doorknockers or doorbells may be installed on the front exterior doors.
- c) Front doors may be fitted with dead bolt locks in combination with or apart from doorknobs.
- d) Mailboxes and/or unit numbering may be installed on the wall adjacent to the front exterior door.
- e) Residents are permitted to install an extra light fixture above the garage or in the rear yard, provided that it is installed according to all building codes.
- f) Flower gardens may be planted at the front and the rear of the units provided that they do not obstruct the landscape maintenance activities.

### **18.2 Standard Alterations Requiring Prior Corporation Approval and a Signed and Registered Indemnification Agreement:**

Unit owners may effect the following minor changes to the common elements of their units only with the prior written approval of the corporation and once the Indemnification Agreement has been registered:

- a) Interlocking bricks cut patio stones or wood decks may be used to cover or replace existing patio stones in the rear exclusive use patio area, providing that they do not extend beyond the boundaries of the exclusive use area.
- b) Rear fences and gates are permitted to be installed provided that the rear fence and gate does not extend out beyond the exclusive use area. The height of the rear fence must not exceed 48 inches. The rear fence may in no way be supported by or attached to the existing side privacy fencing, but must be fully supported by posts cemented into the ground or by concrete deck-blocks. "Super-



spikes” are not an acceptable means of securing fence posts into the ground. At no time are the fences and gates to be stained or painted. There must be a minimum 30-inch opening or a gate to provide access to the rear yard.

- c) Aluminum storm doors may be installed at the unit owner's expense and must be self-storing one-light or tri-light doors. Aluminum storm doors must be finished with a brown baked enamel finish to match the colour scheme of the complex.
- d) No large growing trees, vines, or shrubs are to be planted without prior written approval from the board of directors.
- e) Sidewalks (either interlock or patio stones) may be laid along the side of a driveway from the front entrance of the unit to the sidewalk or common element curb at the roadway. Wood retaining railway ties may be placed along the edge of the driveway, but the corporation and the landscapers will assume no responsibility for damages, which may be caused during snow removal.
- f) Skylights and solotubes may be installed.
- g) Doors are permitted to be installed from within the garage directly into the unit provided that the door is equipped with an automatic door closure and appropriate weather-stripping to prevent any vehicle carbon monoxide fumes from entering the unit.
- h) Enclosure of the front entrance alcove area is permitted provided that the enclosure is installed in a professional manner, to the satisfaction of the Corporation, and meets all Building Code requirements.
- i) Central air conditioning units are permitted to be installed at the side or within the exclusive use rear yard areas, however they may not be installed on wooden decks.
- j) Awnings or other exterior window coverings may be permitted at the Corporation’s discretion.

## **19. FIREPLACES**

**19.1** No unit owner shall install a gas or wood fireplace or wood-burning stove, without first obtaining the written consent of the Corporation. All fireplaces, stoves and chimneys must be installed to the satisfaction of the Corporation and in accordance to all building code regulations and the Corporation’s insurance company. All new installations shall be fully maintained and repaired at the sole expense of the unit owner. The materials used must in no way increase the risk of fire.

**19.2** All wood-burning chimneys must be inspected, cleaned and/or repaired as required by the Ontario Fire Code, to the satisfaction of the Corporation bi-annually. Proof of such cleaning shall be supplied upon request of the Corporation. Failing to do so, the Corporation shall be entitled to inspect and clean and repair, if required, the chimney at the sole expense of the unit owner.

## **20. OCCUPANCY OF UNIT**

Notwithstanding any definition or provision in any By-law of the Municipality, no unit shall be used in whole or in part for any commercial or professional purposes that interferes with the safety, security, welfare and quiet enjoyment of other residents. Home-based businesses permitted in the Corporation are governed by the City of Burlington by-laws.

## **21. PEST CONTROL**

Owners and tenants must allow the Corporation's representative access to the premises to deal with any problems involving pests, including rodents or insects.

## **22. GAZEBOS**

Temporary, seasonal gazebo type structures are permitted in the exclusive use rear yards only, provided that the unit owner obtains written consent from the Board of Directors prior to installation and that the following conditions and terms are followed:

- The gazebo type structure:
  - o Must not exceed the size of 10' X 10' X 10' X 10';
  - o Must not be closer than 3 feet to any privacy fence (between neighbours) and remain 3 feet away from the unit walls;
  - o Must not have water that drains off the rooftops into any other backyards;
  - o Must be safely secured so as not to be moved in strong winds
- All maintenance and repair to the improvement and common elements are the sole responsibility of the unit owners to make.
- No solid sides are permitted at any time. Mosquito netting is acceptable.
- The gazebo and the roof of the gazebo must be maintained in good condition.

## **ENFORCEMENT OF RULES**

- a) These rules extent to all present and future owners and occupants, their families, guests, invitees or licensees, as provided for in Section 119 of the Act, all of whom shall be subject to and shall comply with the provisions of the Act, the Declaration, the By-Laws and the Rules and policies of the corporation;
- b) In addition to all other means of the Corporation available, attention is directed to Section 134, which provides that a duty imposed by the Act, the Declaration, By-Laws or the Rules may be enforced by an order of court directing compliance with such duty;
- c) Any loss, cost, (including legal fees, disbursements and applicable sales taxes all determined on a substantial liability basis) or damages incurred by the Corporation by reason of a breach of the Act, the Declaration, the By-Laws or Rules from time to time by an Owner or an Occupant shall be borne by same and if applicable, the actual Owner of the unit where the Occupant is a non-Owner, and may be recovered by the Corporation against such Owner in accordance with the provisions set out in the By-Laws or the Declaration;
- d) No provision of the Act, the Declaration, the By-Laws or these Rules shall be deemed to have been abrogated or waived by reason of any failure to enforce same irrespective of the number of violations or breaches that may occur.