



**FRONTENAC CONDOMINIUM CORPORATION #11
THE LANDMARK**

HOUSE RULES 2020

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Introduction

These rules are intended to assure the safe and secure enjoyment by owners and tenants of their units and of the common elements of **The Landmark** condominium, and to protect owners' investment in their property, in accordance with the *Condominium Act 1998, Ontario* (as amended). These rules supersede all rules previously approved and published. The Property Manager is authorized, subject to appeal to the Board, to enforce the Corporation's rules.

Please note: *These rules are subject to change to remain in compliance with ongoing amendments to the Ontario Condominium Act.*

1. Units and Use of Units

1.1 Residential Units:

Each residential unit shall be occupied and used only as a private single-family residence. The term "private single-family residence" means:

A unit occupied or intended to be occupied as a residence by one family alone, including guests and containing one kitchen.

The term "family" means:

- a) A social unit consisting of parent(s) and/or grandparent(s) and their children and/or grandchildren, whether natural or adopted and includes other relatives, if living with the primary group;
- b) A person who is living alone;
- c) Two persons who are married to one another or are living together in a conjugal relationship;
- d) Two or more persons who are siblings of one another; or
- e) Two or more persons who are all owners of the unit.

A family can also include one (and not more than one) co-occupant who does not fall within any of the above categories, provided this one co-occupant is not a boarder nor a roomer and lives in the unit along with an owner or tenant of the unit. A "boarder" is a person paying for room and meals, supplied for consideration and a "roomer" is a person renting a room for consideration.

A family can also include one or more persons who are living in the unit to provide care or assistance to a member of the family.

Residential units may be used to conduct business (commercial, professional or public) as long as this activity does not cause increased traffic in the common areas and does not compromise the basic residential nature of the unit and the building.

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1.2 Commercial Unit and Related Activities:

The Commercial Unit shall be used solely as retail, commercial or office space, and paid parking, and may be leased in whole or in part by the owner.

2. Rental of Residential Units

Starting April 30, 2018, landlords of private residential rental units in this condominium building must use the Province of Ontario's standard lease template for all new leases.

Regarding the rental of a residential unit, there can be only one lease (governing all occupants) for each rented dwelling unit. As noted above, no roomers or boarders are allowed.

An Owner may rent his/her unit to a tenant subject to the following terms:

- a) The tenant can be defined as a single-family as described in **Section 1, sub-section 1.1**.
- b) A unit may not be modified or subdivided in any way to increase the number of bedrooms.
- c) Rental leases (including sub-leases) must be for an initial term duration of *at least* six (6) months.
- d) All leases must contain acknowledgment that Corporation documents take precedence over terms in a lease and that the Corporation has the right of eviction if necessary, under section 134 of the *Condominium Act*.
- e) Owners are required to file a Form 5 document with the Property Manager and provide a copy of the lease.

Note: The term "private single-family residence" appearing in **Sub-section 1.1** above specifically prohibits:

- a) hotel-type, boarding or lodging house use (including a bed and breakfast, an on-line marketplace and hospitality service, an on-line short-term occupancy service, or similar use);
- b) any "transient" use of the units, including, but without limiting the general meaning, any license, lease, sublease or other occupancy for a planned duration of less than six (6) months.

Exceptions:

The Board may permit exceptions to the six-month minimum term noted above, if it is reasonably satisfied that the occupancy in question will not offend or contravene the basic intent of these rules, and provided the exception is confirmed by the Board, in writing, in advance. Without limiting the generality of the foregoing, such exceptions may include the following:

- a) "House sitting" arrangements; and
- b) The accommodation of visitors in the unit without receipt of payment or other

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consideration, where that accommodation is incidental to and normally associated with the permitted single-family use of a dwelling unit.

3. Advertisements

No one other than the owner of, or a tenant in the Commercial Unit shall advertise on the premises the availability of any professional, commercial or public services, or engage in auctions or sales. Advertising for any political purpose is prohibited. No common element area may be used for any commercial purposes.

4. Canvassing

Door-to-door solicitation or canvassing within the building for commercial purposes is not permitted. Canvassing for registered charities by residents is permitted in the main lobby. Canvassers must pre-register with the Property Manager before initiating canvassing.

5. Entry into Units

In accordance with the provisions of the Condominium Act, the Corporation or a person authorized by the corporation may enter a unit or a part of the common elements of which an owner has exclusive-use at any reasonable time to perform the objects and duties of the corporation. 48 hours notice will be given prior to the Corporation entering a unit, except in the case of an emergency.

If the unit's resident is away, a completed note will be left informing the resident (and owner) that the Corporation entered the unit with the date, time and reason indicated.

6. Keys

To facilitate the Corporation's rights to enter units, each owner shall provide to the Corporation a full set of keys for entry to the unit, (in accordance with the Corporation's By-Law No.11, Article XIV). The Corporation shall keep the keys in safe storage.

Whenever an Owner changes a lock (which requires the *prior* consent of the Board), the Owner shall provide to the Corporation a key for the new lock. **[Note:** The Owner shall be responsible for any costs, damages or expenses incurred by the Corporation as a result of the Owner's failure to comply with this rule, including any extra costs incurred to gain entry to the unit as well as any damages suffered due to any delayed entry.]

7. Unit Inspections

7.1 Regular Inspections

The Corporation may conduct regularly scheduled inspections and maintenance visits at pre-determined intervals each year. Consistent with the *Condominium Act, 1998* (as amended from time to time), these inspections may be conducted for any of the following reasons:

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- a) assessment of the condition of components of the Corporation's common elements or other conditions which may affect the common elements or other units,
- b) visual review of any condition which might violate the provisions of the Condominium Act or the Corporation's Declaration, By-Laws and Rules,
- c) maintenance of fan coil units,
- d) maintenance of common element ducts,
- e) inspection of electrical panels to ensure compliance with the building code,
- f) maintenance of the fire system speakers,
- g) inspection of smoke detectors, carbon-monoxide detectors, door closers and/or other conditions to ensure compliance with the *Fire Code*.

7.2 Specific Inspections

The Corporation can also conduct a unit inspection in any of the following situations:

- a) When a unit is sold or mortgaged, the Corporation will conduct an inspection of the unit prior to issuance of a status certificate. The cost for such inspections (as reasonably determined by the Corporation's Manager and approved by the Board) will be payable in each case to the Manager by the owner of the unit in question.
- b) Following any unit renovation requiring the Board's consent, pursuant to the Act or the Declaration, the Corporation will conduct an inspection of the unit to confirm that the renovation has been completed in accordance with all terms of the consent. The cost for such inspections (as reasonably determined by the Corporation's Manager and approved by the Board) will be payable in each case to the Manager, by the owner who has carried out the renovation.

Unacceptable Conditions created by an Owner:

If, upon entry to a unit, the Corporation discovers any condition (for which the Corporation was not otherwise responsible) which contravenes the *Fire Code*, or the Act or the Corporation's Declaration, By-laws or Rules, the Corporation may:

- Take steps to remedy the condition at the expense of the Unit Owner,
- Give notice of the condition to the Unit Owner,
- Take such other steps as the Board of Directors deems appropriate.

However, the Unit Owner, including any purchaser of the unit, may be held entirely and exclusively responsible for any such condition, whether or not the condition has been detected by the Corporation, whether or not the Corporation has given any notice of the condition to the Owner or to the purchaser, and whether or not the Corporation has taken any other steps related to the condition.

In other words, no steps taken by the Corporation hereunder shall relieve the Unit Owner, including any purchaser of the unit, from full responsibility for the condition of the unit and any modifications made to the unit or the exclusive use common elements by any Unit Owner, including any prior Unit Owner. It is the duty of every Unit Owner (and prospective new Owner) to make arrangements for all necessary inspections in order to ascertain the condition of the unit and any such modifications to the common elements and then to take any appropriate corrective action.

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8. General Conduct

No conduct is permitted that is contrary to any Federal, Provincial or Municipal law, or that puts anyone in the building at risk of injury or loss. Except for recreational areas where appropriate dress is permitted, in the common or public areas all residents and their guests are expected to be fully dressed, including tops and shoes. Food and drink are not allowed in common areas except at special authorized events. Please wear footwear and a gown over swimsuits in the hallways.

9. Noise

No noise, disturbance or nuisance shall be permitted which in the opinion of the Board, the Property Manager or the Superintendent may or does encroach on the comfort and quiet enjoyment of the premises by residents.

The use of noisy tools should be restricted to the hours between **8:30 a.m.** and **5:00 p.m.**

10. Safety and Security

Please be vigilant about not letting strangers into the building, especially when you are leaving or entering the building, whether on foot, bicycle or by motorized vehicle.

Residents are asked to be considerate and mindful of safety in their use of the building's utilities; do not overload electrical circuits, do not leave water running for no purpose, keep units heated to *at least* 15 degrees Celsius (60 degrees Fahrenheit) and do not put unsuitable materials down drainpipes, in toilets, etc.

If damage to the common elements and/or other units occurs, (for example by appliances left unattended or by failed plumbing connections or drain hoses), residents will be charged for any resulting damage.

11. Violence and Harassment

11.1 The condominium property constitutes a “workplace” of the condominium corporation, as defined under the Occupational Health and Safety Act. Workplace violence and harassment (each as defined under the Occupational Health and Safety Act) are prohibited.

11.2 Violence and harassment (as defined below) are also prohibited against the following non-workers:

- The members of the Board;
- All uncompensated officers or agents of the corporation;
- Owners and occupants of the units, and their guests (while on the property).

For this purpose, “harassment” means engaging in a course of vexatious comment

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or conduct against another person that is known or ought reasonably to be known to be unwelcome.

For this purpose, “violence” means,

- a) the exercise of physical force by a person against another person that causes or could cause physical injury to the other person,
- b) an attempt to exercise physical force against another person that could cause physical injury to the other person, OR
- c) a statement or behaviour that it is reasonable for another person to interpret as a threat to exercise physical force against the other person that could cause physical injury to the other person.

12. Odours and Smoke

- 12.1** All owners shall ensure that odours generated in their units are not excessive and are reasonably contained within the units to prevent them from being transmitted to other units and the common elements. Owners are encouraged to use kitchen and bathroom exhaust vents and may have to acquire and operate air filters or purifiers in their units to contain excessive odours generated in their units.
- 12.2** Definition of Smoking:
Smoking includes the inhaling, breathing, carrying or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, marijuana (cannabis), e-liquids, herbal shisha products or other smoke-producing substance, or any other similar heated or lit product, and includes vaping or any exhalation activity that creates smoke.
- 12.3** Smoking is prohibited in, on, or around any part of the common elements (both indoors and outdoors), including the exclusive-use common elements (i.e. unit balconies, front podium and terraces).
- 12.4** Smoking is prohibited within any unit, except for those units whose residents were grandfathered on **July 1, 2016**. See **Appendix I** for background information.
- 12.5** Owners who are, or whose Guests or Tenants are, in breach of these rules shall be liable for all costs incurred to restore any common element areas, neighbouring units, and/or associated chattels affected by this smoking activity, to their original state.
- 12.6** Medical Use of Marijuana:
Consistent with the various sub-sections within this section (above), the *smoking* of marijuana in a unit is prohibited regardless of reason, unless the resident received an exemption under the Grandfathering Provision prior to **July 1st, 2016**.
- The prescribed use of marijuana for medical reasons is restricted to ingesting edible forms of the drug, including oils, pharmaceuticals and/or foods and beverages infused with cannabis.

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13. Pets

The following definition of the term “pet” applies:

Any domesticated animal kept for companionship or pleasure and treated with care and affection.

Service animals (animals trained and certified to perform tasks that assist people with disabilities) are permitted as they are not considered “pets” for the purposes of these rules:

- a) All pets must be registered with the Property Manager. Registration is required when a resident moves into the building with a pet(s) or when an existing resident acquires a pet.
- b) Residents may keep a dog or a cat with an adult weight limit not to exceed 45 kilograms (approximately 100 pounds). No more than two dogs or cats per unit are allowed.
- c) Birds that make loud noises, rodents and reptiles are not permitted to be kept as pets in a unit.
- d) Pets must be leashed or caged and under control at all times when they are outside a resident's unit and anywhere on the grounds of the Landmark building.
- e) Pets are only allowed in units, corridors, elevators, stairwells and the parking garages. Pets are not allowed in or on other common elements of the building including the front lobby, on the pool deck or in the swimming pool, the lounge, the exercise room, the second-floor terrace, the library or on the roof.
- f) Pets are allowed on unit balconies only when in the company of their owner(s). At no time shall a pet be left unaccompanied on a unit balcony or terrace.
- g) Residents and guests shall not permit their pets to defecate or urinate on condominium property – in the hallways or elevators and other common areas of the building, including balconies and terraces, in the flowerbeds, on, or adjacent to, the driveways and sidewalks or in any other areas around the building that residents regularly frequent.
- h) Should a pet accidentally defecate or urinate on the premises, it is the responsibility of the owner to handle the cleanup (consistent with all applicable municipal by-laws). It is also the responsibility of the owner to clean the surrounding area, if indicated.
- i) As a rule, residents accompanied by pets should enter and leave the building through *either* i) the Southside stairway or ii) the lower level elevator foyer and the underground parking garage. Residents accompanied by pets that need to enter

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and/or leave the building through the front lobby entrance may only do so, if the resident “hand carries” the pet through the lobby area.

- j) Any pet that is deemed by the Board or Property Manager, in their absolute discretion, to be a persistent nuisance shall be removed from the property within two (2) weeks of receipt of a written notice from the Board and/or the Property Manager.

Residents are responsible for ensuring that visitors with pets comply with these rules.

14. The Building

14.1 Renovations to Suites:

Owners must complete a *Renovation Information Form* and obtain approval from the Property Manager before commencing any renovation. The Property Manager must also be provided with a schedule of work. Owners may renovate their units subject to the following:

- 14.1.1 Alterations of any kind to common elements, or to any part of private units that could affect common elements (e.g. plumbing, electrical fixtures, floors, walls, windows, door knockers) are not permitted except with the written permission of the Corporation. Window coverings including drapes or blinds of any kind must not be mounted or attached directly to window frames. If you have any concerns or questions about renovations impacting common elements, please contact the Management Office.
- 14.1.2 If you are planning repairs to, or replacements of, plumbing fixtures or appliances (including faucets, sinks, toilets, bathtubs, showers, dishwashers, and laundry washing machines), you are advised to also replace the shutoff valves for those fixtures or appliances at the same time. You may choose to have the Corporation’s plumber replace the shutoff valves before your plumbing repairs are undertaken, or you may choose to have your plumber replace the valves while in your unit to complete your plumbing repairs. In these cases, the Corporation will reimburse you for costs incurred (at a fixed rate per valve, established by the Corporation, from time to time). The Corporation is not responsible for any additional charges you may incur, in completing this work. For specific guidance on how to schedule this work for completion, please contact the Management Office for more information.
- 14.1.3 If an elevator needs to be booked for renovations work, it must be reserved with the Property Manager or the Superintendent at least 24 hours in advance.
- 14.1.4 Working Hours are between **8:30 a.m.** and **5:00 p.m.**, Mondays through Fridays.
- 14.1.5 Owners must ensure their contractors remove all debris from the building.

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- 14.1.6 Pipes, cables and wiring that are installed and form part of the common elements must not be altered.
- 14.1.7 The Electrical Service supplied to each unit must not be increased.
- 14.1.8 HVAC components (ducts, fans etc.) must be replaced by identical capacity components.
- 14.1.9 Elements of the fire alarm / protection system must not be tampered with, altered, modified, or painted. As well, the intercom speaker located in each unit must not be covered in any way.
- 14.1.10 Owners are responsible for ensuring that both the installation and performance of any modification complies with all governing legislation including building, fire, electrical and plumbing codes.
- 14.1.11 Owners are responsible and liable for any damages their renovations may cause to common elements including, but not limited to, corridors, walls, windows, carpets and elevators. Any damage caused will be charged to the owner. It is recommended that Owners ensure their contractors carry proper and sufficient insurance.
- 14.1.12 Owners are similarly responsible and liable for any damages their renovation may cause to another unit.
- 14.1.13 Floor coverings that are sound-absorbing such as carpeting with an underpad may be installed.
- 14.1.14 All hardwood and other hard-surfaced flooring is permitted for installation and requires the installation of a sound barrier.
 - a) Owners should ensure their installers are experienced with installations in condominiums and rules with respect to noise transmission. Owners must provide a written guarantee to ensure sound attenuating underlay qualities are sufficient to prevent noise transmission.
 - b) Materials such as stone, tile, marble, hardwood (real or engineered), laminates or vinyl coverings must be installed with an appropriate sound-attenuating underlayment that has an **FIIC rating of at least 60**. Proof of the FIIC rating must be submitted with the *Renovation Information Form*.
 - c) Hard surface flooring over acoustical underlayment must be installed in a manner that isolates perimeters and penetrations to stop “flanking” noise due to impact vibrations that travel across hard surfaces.
 - d) Where hard-surface floorings have been installed in a unit prior to the enactment of this rule, owners shall take reasonable steps to minimize noise transmission to other units using:
 - i. area rugs in frequently used areas,
 - ii. underpads on furniture legs, and

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iii. other steps as may be determined by the Board.

Owners are always responsible and liable for ensuring that sound attenuation is sufficient to satisfy the Corporation's sound transmission specifications. Failure to satisfy these requirements will result in the Corporation taking remediation actions and the cost of these shall be borne by the owner.

14.1.15 Addressing Compliance and Noise Complaints

The corporation reserves the right to conduct inspections throughout a renovation to ensure compliance with these rules and to require any non-compliant installations to be removed at the Owner's expense.

The Board shall only adjudicate flooring related noise transmission complaints on the basis of a survey performed by a qualified sound engineer.

Where it is determined that noise transmitted is within acceptable bounds:

- a) The Board shall take no further action and
- b) The cost of the survey shall be charged to the party that lodged the complaint.

Where it is determined that the noise transmitted is excessive, the Owner of the flooring shall immediately rectify the situation and shall pay all costs associated with conducting the survey.

14.1.16 Duration of Renovations

Owners must be mindful that renovations can create extensive noise that disrupts the quiet enjoyment of other residents. While all residents accept that renovations will occur, they have a right to expect that renovations will be completed within a reasonable timeframe. Therefore, all renovations must be completed within three (3) months from the start of work, unless the Property Manager has provided specific permission to extend the work period.

14.2 Renovations to Suites – Work done by outside contractors

All work to be done by outside contractors must be reported to the Property Manager in advance so that the corporation can ensure that all contractors are made fully aware of the Corporation's fire and safety regulations.

Owners must ensure that their contractors park outside the building. Contractors are not permitted to park their vehicles inside the residential parking garage.

14.3 Renovations to Suites – Work done by the Corporation, affecting units

Any complaints regarding any work done by the Corporation should be reported in writing

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to the Property Manager as soon as possible, but no later than 30 days after completion of the work.

14.4 Propane or other combustible gas

No appliances of any kind that produce an open fire or flame are permitted in units nor on exclusive-use balconies and terraces. Propane or other gas cylinders, except for medical oxygen, are not permitted in any unit or on any balcony or terrace.

14.5 Balconies and Terraces

- a) Only outdoor furnishings, area rugs or carpet, and flowerpots shall be used on balconies, patios and terraces.
- b) Awnings over balconies are not permitted.
- c) No item (e.g. bird feeders, flower pots) shall be affixed to any part of the balconies or railings and no tiles, area rugs or carpets are to be affixed to the protective membranes of the balconies and terraces. Rugs and carpets may be used on balconies and terraces only if they are adequately weighted down to prevent them from being blown away.
- d) Do not shake dusters, bedding or rugs from balconies or patios or hang them over the railings. Exterior clotheslines are not permitted.
- e) Nothing shall be placed on any balcony, patio or terrace, or affixed thereto, which projects beyond the outer surface thereof, or upward beyond the floor of the balcony above, nor shall anything be placed on the outside of window sills or similar projections. Any activity that might cause dripping off balconies is prohibited. Every effort must be made to ensure that items placed on balconies are properly secured to prevent them from blowing away.

14.6 Christmas trees and decorations in the units

Only artificial, non-flammable Christmas trees and decorations are permitted in units and hallways.

14.7 Window coverings and shades

In residential units, the linings of all draperies and shades visible from the outside shall be plain and off- white or soft beige in colour.

In the commercial unit, the linings of all draperies and shades visible from the outside shall also be plain and off-white or soft beige in colour. Window treatments (e.g. signage, decals, adhesives, etc.) that help promote the business purposes of the tenant(s) must be professional in tone and execution. All such window treatments require the approval of the Board of Directors, prior to installation.

14.8 External fixtures and antennae

No external fixtures such as antennae are permitted, as television and radio services are provided via common means such as cable and no equipment is permitted that interferes with audio and/or visual reception by residents.

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14.9 Signs and advertisements

No signs of any kind intended to be externally visible may be put up on residential units.

14.10 Notices on the common elements boards

Notices on the bulletin board require prior approval by the Property Manager (Management office) and will be dated so they can be removed when no longer relevant.

14.11 Storage in the units and common elements

No combustible or offensive materials shall be placed in any common area or the garages. Fuel for units with fireplaces is to be kept in those units. The Corporation shall conduct annual inspections of fireplaces to ensure their integrity and safety. If a repair is noted for any fireplace, its use must be immediately discontinued until the repairs are completed. The cost of these inspections shall be at the expense of owners and not the Corporation.

14.12 Delivery of large items

Deliveries of large or bulky items shall be made only via the lower lobby and not through the Main Lobby.

14.13 Garbage

Garbage chutes must not be used before **8:00 a.m.** or after **9:00 p.m.**

Garbage shall be appropriately and securely packaged and placed in the designated disposal areas.

Garbage placed in chutes must be **double-bagged** and securely packaged. Only properly packaged household waste should go down the garbage chute. In addition, kitty litter, dog waste and similar materials, items with sharp edges and breakable objects such as glass containers must not be disposed of through the garbage chutes. These items must be taken to the garbage room (located in the garage) and placed in the appropriate recycling or garbage receptacle for disposal.

Cardboard boxes must be flattened (and, if necessary, cut to size and bound) and placed in the garbage room on the floor beside the recycling bins. Cardboard must not be placed in the recycling bins.

Residents must arrange for disposal of hazardous waste such as car batteries, all appliances and furniture with an appropriate waste-disposal company. Such items must not be left in the garbage rooms. Residents are encouraged to contact agencies such as the Salvation Army, to donate items that may be of use to others.

14.14 Bicycles

Bicycles are to be stored or parked in the space provided in the garage, and are not to be

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taken through the lobbies, hallways or from units. Bicycles are not permitted inside units. They must be stored or parked in the space provided in the bicycle garage and identified with the owner's name and unit number.

14.15 Moving and the Use of Elevators

14.15.1 Use of Elevators – Moving

All moves in and out of the building should be arranged and scheduled with the Superintendent, through the Management Office, well ahead of time, but with no less than 48 hours advance notice. Reservations will be accepted on a 'first come, first served' basis. One elevator may be booked for exclusive-use between the hours of **8:00 a.m.** and **5:00 p.m.** (Monday to Saturday *only*) and must be released when not in use. Elevator padding must be installed and remain in place for the entirety of the move. Great care must be taken not to cause any damage to interior and exterior surfaces; payment for required repairs should be arranged with the Property Manager. Owners are responsible for disposing of all packing materials used for moving in or out, including cardboard boxes and plastic wraps, as well as any discarded furniture.

When a resident inquires about reserving an elevator for a move, the Management office will provide a copy of these rules for reference.

14.15.2 Use of Elevators – Applicable Fees

Fees for the use of an elevator are established by resolution of the Board of Directors. A fee schedule is available for reference in the Management office. The fees are payable in advance and will provide for priority use of the elevator by movers between the hours of **8:00 a.m. and 5:00 p.m.** The fees charged for elevator use are in addition to any and all charges incurred for damage to the elevator, walls, doors or hallway carpet that may occur in the course of the move and which will remain the responsibility of the resident conducting the move. No fees are charged for the delivery of furniture or appliances or removal of items being replaced.

15. Garages

15.1 Parking

The commercial garage is to be used solely for parking private, motorized vehicles, and not for the storage of other articles.

The residential garage is to be used solely for parking private, motorized vehicles, and for bicycles owned or leased by residents, except as noted below. They are not to be used for the storage of other articles. Residents may park bicycles in their assigned parking spot, as long as the bicycles do not interfere with, or risk damage to, vehicles parked in adjacent parking spots.

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Note: Motorcycles parked in these garages should have a protective pad placed under the kickstand.

Personal service providers (medical attendants, personal support workers and cleaners) may use the parking spot assigned to the resident to whom services are being provided. When doing so, they must display the resident's parking pass on the dashboard of their vehicle while visiting, to assist staff with their parking management responsibilities.

Residents are reminded that they may not use visitors parking for their own vehicle or for their personal service providers – see **Section 15.6** below.

Always pass oncoming cars on the left.

15.2 Rental of parking spaces

Is permitted to other residents only, and the Property Manager shall be advised of such arrangements.

15.3 Car keys

Residents who expect to be away for more than two days should leave keys to their parked vehicle in the unit in case the vehicle needs to be moved (e.g. in an emergency).

15.4 Vehicle maintenance and car wash

Vehicles that leak fluids must be immediately repaired and the parking spot promptly cleaned up. Car washing should be confined to the spot designated as "car wash".

Maintenance and repair work is not permitted in the garage, except in an emergency.

15.5 Speed in the garage

A maximum speed of 10 km/hr. shall be observed to allow for unexpected instantaneous stops and safe pedestrian traffic.

15.6 Visitors parking

The spaces designated as "visitors parking" are available on a "first come first served" basis *for visitors use only*. Residents may not park their own vehicles in visitors parking. In addition, contractors and personal service providers are also not permitted to park their vehicles in the visitors parking spaces.

Each owner is provided with a parking pass. This pass must be displayed at all times on the dashboard of all cars parked in visitor spots. Cars without a pass displayed will be ticketed. Tickets must be settled with the City of Kingston.

Visitors may park for up to three consecutive days in the visitors parking area. Residents

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with visitors planning to use a spot for longer than three consecutive days must obtain prior permission from the Property Manager.

15.7 Pedestrians

For reasons of personal safety, pedestrians are not to use the garage 'vehicle' doors for exiting or entering the building.

16. Common Elements

Only residents and their authorized guests may use the Corporation's common elements, including the recreational facilities. Guests must be accompanied by the host resident while they are using these facilities. Residents are responsible for the actions of their guests; including any damages that may be caused by them.

Note: Only persons renting a unit (and not the owners renting to them), are entitled to make use of the building's common elements and recreational facilities.

16.1 Use of the Exercise Room

Use of the Exercise Room and equipment contained therein is at the risk of the user. The Corporation is not responsible for providing supervision in the exercise room or for any injuries caused by inappropriate use of equipment provided.

All recreational areas are accessible 24/7 except for the swimming pool which can be accessed only during hours of operation. Residents are responsible to make sure they and their guests use the facilities appropriately and with consideration for others, especially with respect to noise. Everyone is asked to sign in so that usage can be monitored.

No children under the age of 12 are allowed in any recreational area without the supervision of an adult resident, and guests are limited to four per resident host. Special activities organized in the interests of all residents may be arranged with the Property Manager. Games accessories are to be obtained from the Superintendent and returned to him/her after use.

16.2 Use of Swimming pool/whirlpool:

The Swimming Pool is available for use between **7:00 a.m.** and **11:00 p.m.** The whirlpool is available for use between **8:00 a.m.** and **9:00 p.m.**

As a courtesy to those residing in units located near the pool area, users of the pool and/or the whirlpool are asked to be considerate and quiet when using these facilities.

The Corporation is not responsible for providing supervision in the pool room. Everyone using the pool must sign in giving the time of entry; guests (maximum four per resident host) must be signed in and attended by the resident host. The pool may not be used for

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private parties. No food or alcohol is allowed in the pool area. Water in plastic containers only is permitted. Boisterous play such as jumping and diving into the water is not allowed.

Hours when the pool needs to be closed for servicing will be posted.

Everyone before entering the pool or whirlpool must have a complete cleansing shower; no soap or shampoo or any cleansing activity is allowed in the pool or whirlpool. Persons with a communicable disease or skin condition are not permitted to use the pool or whirlpool.

Bathers may change and shower in the changing rooms as well as in units; appropriate covers and footwear must be worn in all common areas outside of the pool. None of the pool area furnishings may be removed from that area, and if any are rearranged for any reason, they should be put back before users leave the area.

Please note: any doors or windows opened by users must be closed before leaving.

16.3 Use of the Lounge:

The lounge may be used for the following purposes in order of priority (to be consulted in cases of conflict):

- The Corporation's official meetings of owners,
- Board of directors, committees and sub-committees;
- General functions accessible to all residents;
- Private parties hosted by residents.

All activities will be booked by the Property Manager, leaving un-booked times free for casual use by residents and their guests.

Reservations for private use of the lounge must be made with the Property Manager, who will require a cleaning fee (currently \$50) and a refundable damage deposit (currently \$300) against which all charges for repair of damages will be levied, the balance to be refunded. Private functions may not be extended outside the lounge.

16.4 Use of the Lounge TV System:

The Lounge TV system may be used for both communal and privately organized events and for casual viewing according to the current *Policy for Use of the Lounge TV System*, available in the Management office and accessible on the Landmark web-site, under the **Condo Info** tab on the Navigation bar.

16.5 Use of the Second Floor Terrace:

The Second Floor Terrace may be used for the following purposes in order of priority (to

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be consulted in cases of conflict):

- General functions accessible to all residents;
- Private parties hosted by residents;
- Private leisure use by residents and their guests.

All organized functions and events will be booked with the Property Manager, leaving un-booked times free for casual use by residents and their guests.

Reservations for private use of the terrace must also be made with the Property Manager, who will require a cleaning deposit (currently \$50) and a refundable damage deposit (currently \$300) against which all charges for repair of damages will be levied, the balance to be refunded.

16.6 Telephones in Common Elements:

The telephones in the pool area and exercise room are for emergency use only.

16.7 Equipment and furnishings in Common Elements

No equipment or furnishings are to be removed from the area in which they have been placed.

16.8 Use of alcohol in Common Elements:

The Landmark is a private residence and use of alcohol is permitted at social events in its common elements except for the swimming pool, spa and saunas.

If alcohol is to be served, the Corporation urges all resident hosts to control consumption and to arrange designated drivers or taxis for all their guests. The Corporation accepts no responsibility for alcohol misuse or abuse by residents and their guests, or for any accident or incident arising from alcohol consumption either on or off the premises; further, it recommends that resident hosts acquire appropriate liability insurance.

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APPENDIX I:

Terms For Grandfathering a Unit to allow Smoking

The prohibition with respect to smoking as set out in rules **12.2 through 12.6** does not apply to any Resident who is a smoker and was residing in one of the 'grandfathered' units on July 1, 2016, provided that the Resident was registered as a smoker with the Corporation *on or before* June 30, 2016. To register with the Corporation, the Owner of the unit had to provide the Corporation with the following information:

- a) Full Name of the Resident (the 'Registered Registrant');
- b) Proof, satisfactory to the Corporation, that the Resident was residing in a building unit on June 30, 2016;
- c) In the case of a leased unit, the termination date of the lease currently in effect as of July 1, 2016;
- d) Confirmation of the Age of Majority (where required); and
- e) The Building Unit number.

Upon registration with the Corporation, the Registered Resident received a written document, affixed with the Corporate Seal, confirming the Resident's continuing right to smoke in their own unit.

The grandfathering of the Registered Resident continues only as long as the current Resident-Owner continues to occupy the unit or, for current Tenants, until the expiration of the lease in effect as of **July 1st, 2016**. Upon termination of occupation of the unit by the Resident-Owner (whether due to sale of the unit, or otherwise), or expiration of the lease agreement in effect as of July 1st, 2016 for current Tenants, the unit and its Residents shall be subject to the prohibition contained in this Rule.

The Owner of the unit for which the Resident received an exemption under this Grandfathering Provision is responsible for taking all necessary steps to prevent smoke from escaping from their unit into any and all adjoining common element areas and neighbouring units. All costs incurred by the Corporation or other Owners to mitigate smoke infiltration into these areas, and to restore these areas and associated chattels to their original state, will be borne solely by the Owner of the unit in which the smoking has been allowed to take place.