

RULES AND REGULATIONS

MUSKOKA CONDOMINIUM CORPORATION NO. 9

The following Rules and Regulations will be observed by the occupants and the term "Occupant" will include Owners, their families, guests, visitors, servants, tenants, persons having business with them, and/or any other person occupying the Unit with the Occupant's approval.

1. QUIET ENJOYMENT

- 1.1 No Occupant will create nor permit the creation of or continuation of any noise or nuisance, which in the sole discretion of the Board or the Manager, may or does disturb, annoy or interfere with the comfort or quiet enjoyment of the property by other Occupants.
- 1.2 No noise, caused by an instrument or any device, or otherwise, which in the sole discretion of the Board or the Manager, may disturb the comfort of any other Occupant will be permitted.
- 1.3 No auction sales, public events or showings will be allowed in any Unit.
- 1.4 No mops, brooms, dusters, rugs or bedding will be shaken or beaten from any windows, doors or those parts of the common elements of which the Occupant has exclusive use. No hanging or drying of clothes is allowed on the decks.
- 1.5 No moving of household furniture or effects within or in or out of the property will be permitted on weekends or holidays. All moves will be by appointment and as scheduled by the Manager.

2. SECURITY

No Occupant will place or cause to be placed upon the access doors to any Unit, additional or alternate locks, without the prior written approval of the Manager. In all such cases, the Manager is to be provided with a duplicate key.

3. PETS

- 3.1 No animal, live stock or fowl, insects, reptiles or pets of any kind will be brought onto or kept on the property by an Occupant.
- 3.2 Any Occupant who is found to be keeping such animal, live stock, fowl, insects, reptiles or pets of any kind on the property or any part thereof will, on receipt of a written notice from the Board or the Manager requesting the removal of such animal, permanently remove such animal from the property.

4. VEHICLES AND PARKING

- 4.1 Each Occupant, will provide the Manager with the licence numbers of all motor vehicles driven by Occupants of the particular Unit. The registry of such numbers will be used only for the conduct of Corporation business.
- 4.2 Any Occupant wishing to authorize access to their Unit by any non-Owner Occupant during their absence will provide details to the Manager for preparation of a "Special Identification Marker". This will include their relationship to the Occupant, and the make, model and licence number of the vehicle(s).
- 4.3 All motor vehicles operated by Occupants must be registered.
- 4.4 Occupants are required to properly display parking identification in the lower left corner of vehicle windshield.

- 4.5 parking is prohibited in the following areas:
- 4.5.1 Fire Routes
 - 4.5.2 Entrance Ways, Traffic Circles, Delivery and Service Areas and any other part of the common elements not designated for parking.
- 4.6 No repairs other than minor emergency repairs may be made to any motor vehicle parked or left standing in any parking space or upon the common elements.
- 4.7 No vehicle washing will be permitted except in such areas as are specifically designated for that purpose.
- 4.8 No Occupant will plug in or cause to be plugged into any common element electrical service, any in-car heater other than a block-heater.
- 4.9 Except for his private passenger vehicle, no Occupant will store or leave in in his parking space or other parking space leased from the Corporation, any other object, including tires, bicycles, firewood, cans, bottles or containers.
- 4.10 No Occupant will lease his parking space unless he complies with the requirements of the Declaration, By-Laws, Rules and Regulations from time to time of the Corporation.
- 4.11 No motor vehicle will be driven on any part of the Common elements at a speed in excess of the posted speed nor on any part of the Common elements not designated for the passage of motor vehicles.
- 4.12 No Occupant will place, leave, park or permit to be placed, left or parked in or upon Common elements or parking space any private vehicle which in the opinion of the Board or the Manager, may pose a security or safety risk, either by its length of unattended stay, its physical condition or its potential damage to the property. Upon written notice by the Board or the Manager, the owner of such vehicle will be required to attend to his vehicle as the circumstances require and as directed by the Board or Manager.
- 4.13 No Occupant will park a motor vehicle in contravention of these Rules, in default of which such person will be liable to be fined or to have his motor vehicle towed from the property in which event the Corporation and/or its agents will not be liable for any damage, costs or expenses howsoever caused in respect of any motor vehicle so removed from the property.
- 4.14 In the event an Occupant's vehicle is parked within 10 feet of a hydrant, is impeding a snow plow or is blocking someone else's parking space, reasonable efforts will be made to locate the Occupant. If the Occupant cannot be located or, if located, refuses to move the vehicle within a reasonable time, the vehicle will be towed to a common parking area at the Owner's expense.
- 4.15 Occupants will be responsible for compliance with all parking regulations by their guests.
- 4.16 Snowmobiles, boats, A.T.V. or trailers of any kind may not be parked other than in designated parking spaces.

5. SAFETY

- 5.1 The water closets and other water apparatus will not be used for purposes other than those for which they are constructed and no sweeping, garbage, rubbish, rags, ashes or other substances will be thrown therein. Any costs for damage resulting from mis-use or from unusual or unreasonable use will be borne by the Occupant.

- 5.2 No Occupant will operate clothes washers and dryers unless a person is present in the Unit.
- 5.3 No Occupant will place anything on the outside of window sills or projections.
- 5.4 No Occupant will leave water running unless in actual use.
- 5.5 Nothing will be thrown out of the windows or the doors of the property.
- 5.6 No Occupant will overload existing electrical circuits.
- 5.7 No storage of coal or any combustable or offensive goods, provisions or materials will be kept on the property except if in small quantities.
- 5.8 No Occupant will do, or permit anything to be done in his Unit, or hang 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 the property kept therein. No Occupant shall obstruct, interfere or conflict with the laws relating to fire, with the regulations of the Fire Department, or with any insurance policy carried by the Corporation or any Occupant, or conflict with any of the rules and ordinances of the Board of Health, or with any statute or municipal by-law.
- 5.9 No Occupant will disconnect, tamper with, alter or repair any fire alarm or equipment.
- 5.10 No Occupant will light any fires (including barbeque) or other such similar apparatus in any area other than a designated area for the purpose, in particular, no Occupant will use barbeques on the deck or balcony or in the sunroom.
- 5.11 The sidewalks, entry, passageways and stairways used in common by the Owners will not be obstructed by any of the Occupants or used by them for any purpose other than for ingress and egress to and from their respective Units.

6. APPEARANCE

- 6.1 No awnings or shades will be erected over and outside of the windows, sunrooms or decks without the prior written consent of the Board. The Board will have the right, in its absolute discretion, to prescribe the shape, colour and material of such awnings or shades to be erected.
- 6.2 No signs, advertisement or notice will be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or Common elements whatsoever, without the prior written consent of the Board.
- 6.3 No antenna, aerial, tower, receiving disk or similar structure will be erected on or fastened to any part of the building or Common elements, exclusive or otherwise, except for the purpose of connection with the common television system.
- 6.4 No Occupant will place or leave or permit to be placed or left for any length of time any object including boats, carriages, entrance mats, any renovation materials in the corridor or stairwells outside his Unit. Any newspapers delivered and left outside the Unit may be removed by the Manager after a reasonable time has elapsed.
- 6.5 No Occupant will harm, mutilate, destroy, alter or litter any patios, furnishing, pools and their areas and buildings.
- 6.6 Bicycles, trunks, lawn furniture, cooking grills, etc. are not to be stored on or under stairs, bridges or walkways.

7. GARBAGE DISPOSAL

- 7.1 All garbage must be properly bound, packaged or bagged to prevent mess, odours or disintegration.
- 7.2 Any Occupant who purchases a natural Christmas Tree will obtain a large Christmas Tree disposal bag from the Manager and will place his tree in this bag prior to moving it from his Unit and will leave his tree in such area as directed by the Board or Manager.
- 7.3 No large cartons, boxes or crating material used for moving of household furniture, appliances or effects will be left in garbage areas. An Occupant must contact the Manager and advise that such articles are required to be picked up and the Manager will subsequently attend to the removal of the material.
- 7.4 No Occupant will place, leave or permit to be placed or left upon the common elements including those of which he has exclusive use, any debris, refuse or garbage except on those days and times and at such location as designated by the Board or Manager as garbage pick-up days, times and location.

8. GENERAL

- 8.1 No one will harm mutilate, destroy, remove, alter or litter any of the landscaping work on the property including grass, trees, shrubs, hedges, flowers or flower beds.
- 8.2 No building, structure, recreations vehicle or tent will be erected and no trailer with or without living, sleeping or eating accommodation will be placed, located, kept or maintained on the common elements.
- 8.3 Any loss, cost or damages incurred by the Corporation by reason of a breach of any Rules and Regulations by the Occupant, will be borne by such Occupant and may be recovered by the Corporation against such Occupant in the same manner as common expenses.
- 8.4 The Rules and Regulations of the Corporation may be enforced from time to time by the Board or Manager.
- 8.5 No Occupant will permit the filming of any movie to be used for commercial purposes in this Unit without permission of the Board.
- 8.6 Occupants, when passing through the common elements, will not dress in such a manner as will in the sole discretion of the Board or the Manager annoy or offend other Occupants.
- 8.7 The swimming pool will only be used having regard to reasonable safety precautions.
- 8.8 No automobiles, bicycles or other vehicles of any kind whatsoever will be driven, ridden or taken on any area other than marked roadways.
- 8.9 No refuse or waste of any kind will be dumped into or left upon any of the beaches or waterways.
- 8.10 No boating on the waterways will be conducted other than in a manner conducive to the safety of all persons concerned in compliance with Federal and provincial Regulations.

- 8.11 The discharge and carrying of firearms is prohibited. Firearms, for the purpose of these Rules and Regulations include but are not limited to, rifles, shotguns, revolvers, air pistols, pellet guns, air guns of all kinds, bows and arrows, crossbows, traps, snares, and catapults.
- 8.12 The carrying and ignition of firecrackers and fireworks of any kind are not permitted on the property.
- 8.13 The Corporation will not be held responsible for any accident or injury in connection with the use of any shared facility or roadway.
- 8.14 Charitable or commercial solicitation of Occupants without the authorization of the Board is prohibited except by mail.

House Rules

Balconies

- 9.1 Smoking is not permitted on the viewing balconies.
- 9.2 Barbecues are not permitted to be used or stored on viewing balconies. A common area barbecue building has been constructed in the parking lot directly across from Building # 20. This common area barbecue building is for the exclusive use of the registered owners and their guests, but not resort guests.