



DEERHURST

LAKESIDE LODGE

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SKYLINE COMMUNITY

Muskoka

Condominium Documents

**Muskoka Standard Condominium Corporation No. 89
Lakeside Lodge**

**25 Den Lake Point Road
Huntsville, Ontario**

Condominium Rules

Lakeside Lodge House Rules

The following Rules made pursuant to the Condominium Act, 1998, R.O. 1998, C.19 (the "Act") shall be observed by all owners (collectively, the "Owners") and any other person(s) occupying the unit with the Owner's approval, including, without limitation, members of the Owner's family, his tenants, guests, invitees, servants, agents and contractors.

Any losses, costs or damages incurred by the Condominium Corporation by reason of a breach of any Rules in force from time to time by any Owner, or his family, guests, servants, agents or occupants of his unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation (the "Corporation") against such Owner in the same manner as Common Expenses.

1. Use of the common elements and units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.
2. Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit Owners and occupants, their families, guests, visitors, servants or agents.
3. Water shall not be left running unless in actual use.
4. No Occupant will operate clothes washers and dryers unless a person is present in the unit or Owners' Laundry room.
5. 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, or other substances will be thrown/poured/flushed therein. Any costs for damage or repairs required to common drains, common areas or to other units resulting from misuse or from unusual or unreasonable use of the water closets and other water apparatus will be borne by the Occupant.
6. No animal, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance or cause noise disturbance to others shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger or nuisance to the residents of the Corporation is permitted to be on or about the Common Elements.
7. No Owner 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 the Building or on property kept therein. No Occupant shall obstruct, interfere or conflict with the laws relating to fire, with the regulations of the Fire Department, with any insurance policy carried by the Condominium Corporation or any Owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or Municipal By-Law.
8. No Occupant shall obstruct, interfere or conflict with the rights of other Occupants.
9. No Occupant will disconnect, tamper with, alter or repair any fire alarm, equipment or related device whatsoever.
10. No Owner shall overload existing electrical circuits.
11. No Occupant shall store any combustible, malodorous, or offensive goods, provisions, materials or hazardous items in the units or storage lockers within the common areas.
12. Natural Christmas trees are prohibited within any units or common elements.
13. Barbeques are prohibited on all balconies/terraces/patios. All unit Owners are prohibited from taking or using propane tanks or canisters or using any other type of barbeque or any apparatus that generates an open flame on any balconies in the Condominium or upon the common elements unless or until a common area for such activity may be determined and authorized by the Board of Directors.
14. No Owner will light any fires, including barbecues, fire pits or other such similar apparatus in any area other than a designated area authorized by the Corporation. No Owner will use barbecues, fire pits or other such similar apparatus on any balcony/patio/terrace not authorized by the Corporation.
15. Smoking is prohibited in all common areas except as may be designated as a smoking area by the Board.

16. Owners, their families, guests, tenants, invitees, licensees, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the Property Manager or the Manager of Deerhurst Resort, may or does disturb the comfort or quiet enjoyment of the units or common elements by other Owners or occupants, and their families, tenants, invitees, licensees, guests, visitors, servants and persons having business with them.
17. No noise caused by any instrument or other device, or otherwise, which in the opinion of the Board, or Property Manager or the Manager of Deerhurst Resort may be calculated to disturb the comfort of the occupants of other units shall be permitted.
18. Subject to the Declaration, no television antenna, aerial, tower, satellite dish or similar equipment or similar structure and appurtenances thereto shall be erected on or fastened to any unit, or the common elements, except in connection with a common television cable system that has been installed by the Condominium Corporation.
19. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.
20. The Owner shall maintain his balcony or patio, as applicable, in a clean and sightly manner and shall use this area only for the enjoyment of patio furniture kept thereon. In that regard, such areas shall not be used to store any items including, without limitation, bicycles, sporting equipment or inflatable recreational items. Barbequing and cooking shall not be performed on an Owner's balcony or patio.
21. No wind chimes, bird feeders, hanging plants, planters, thermometers, wall art or similar apparatus may be affixed to any exterior surface or plane of the building on or upon the common elements including exclusive use common element balconies or patios.
22. 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 Owner has exclusive use.
23. No hanging or drying of clothes, towels, bedding, linens or rugs is allowed on the balconies or patios.
24. No Owner will place anything on the outside of window sills or projections.
25. No signs, advertisement or notice will be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements whatsoever without the prior written consent of the Board.
26. No Occupant will place or leave or permit to be placed or left for any length of time any object including but not limited to boots, shoes, carriages, strollers, carts, skis, sporting equipment, entrance mats, garbage or renovation materials in the corridors, lobbies, elevators, stairwells or other common element areas inside or outside of the building.
27. No awnings or shades will be erected over or outside of the windows, balconies or patios without the prior written consent of the Board or Manager of Deerhurst Resort, who shall also have the right, in their absolute discretion, to prescribe the shape, colour and material of such awnings or shades to be erected.
28. The sidewalks, entry, passageways, elevators, walkways and driveways used in common by the Owners and occupants shall not be obstructed by any of the Owners or occupants or used by them for any purpose other than for ingress and egress to and from their respective units.
29. The Owner or Manager of Deerhurst Resort may designate the hours permitted for visitor parking and may provide for visitors parking passes.
30. 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.
31. No vehicle washing will be permitted except in such areas as are specifically designated for that purpose.
32. Parking is prohibited in the following areas:
 - a. Fire Routes;
 - b. Entranceways, traffic circles, delivery and service areas and any other part of the common elements not so designated for parking.
33. No Occupant will place, leave, park or permit to be placed, left or parked on or upon the common elements or parking space any private vehicle which in the opinion of the Board or the Property Manager or the Manager of Deerhurst Resort may pose a security or safety risk, whether by its length of unattended stay, its physical condition, its potential to damage the property or interference with maintenance to the property. Upon written notice by the Board or the Property Manager, the owner of

such vehicle will be required to attend to their vehicle, as the circumstance requires, as directed by the Board or the Property Manager.

34. No Occupant will park a motor vehicle in contravention of these Rules, in default of which, such person will liable to have their motor vehicle towed from the property in which event at the Owner's expense, 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.
35. In the event an Occupant's vehicle is parked within 10 feet of a hydrant, is impeding a snow plow or interferes with snow clearing activities, 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 at the Owner's expense, 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.
36. Occupants will be responsible for compliance with all parking regulations of their guests.
37. Snowmobiles, boats, ATV's, other recreational vehicles, vessels or trailers of any kind may not be stored upon the common elements or in the designated parking areas. Parking of such vehicles, vessels and trailers may only be transient in nature and may not interfere with maintenance or snow clearing activities nor interfere with others wishing to park regular passenger vehicles in the parking areas of the Corporation. Reasonable efforts will be made to locate the Owner of such apparatus. If the Owner cannot be located or, if located, refuses to move the apparatus within a reasonable time, the item(s) will be towed at the Owner's expense, the Corporation and/or its Agents will not be liable for any damage, costs or expenses howsoever caused in respect of any of the items so removed from the property.
38. All garbage must be properly bound, packaged or bagged to prevent mess, odours or disintegration.
39. The Owner shall not place, leave or permit to be placed or left in or upon the common elements including those of which he has the exclusive use, any debris, refuse or garbage except on those days and times and at such location as designated by the Property Manager, Condominium Corporation or Manager of Deerhurst Resort from time to time.
40. No large cartons, boxes or crating material used for moving of household furniture, appliances or affects will be left in waste areas. Owners are responsible for the removal and any associated costs for disposal of such waste.
41. No Occupants may dispose, leave or permit to be left any waste or recyclable product on the floor in the garbage chute closets.
42. Regular household waste is to be disposed of directly in the waste room on level one or in the waste chute on levels main, two, three and four, in bags not larger than kitchen or grocery store sized bags and securely tied.
43. Occupants are prohibited from disposing of cardboard, broken down boxes and pizza boxes in the garbage chute.
44. Recyclable materials shall not be placed or left anywhere within the building or common areas and must be disposed of in the waste room or any other designated area as may be determined from time to time by the Condominium Corporation.
45. Disposal of any furnishings, appliances, household items, renovation or construction debris are the responsibility of individual owners to make arrangements for and pay any associated costs for disposal/removal from the property and may not be left, placed or dumped in the waste room, waste room bins or abandoned within or upon any common area of the building.
46. The discharge and carrying of firearms is prohibited. Firearms, for the purpose of these Rules include but are not limited to, rifles, shotguns, revolvers, air pistols, pellet guns, air guns of all kinds, bows and arrows, crossbows, traps, snares, paintball guns and catapults.
47. The Rules and Regulations of the Condominium Corporation may be enforced from time to time by the Board, Property Manager or Manager of the Deerhurst Resort.
48. Any loss, cost or damages incurred by the Condominium Corporation by reason of a breach of any Rules and Regulations in force from time to time by any Owner, his family, guests, servants or agents shall be borne by such Owner and may be recovered by the Condominium Corporation against such Owner in the same manner as common expenses.