

# Halton Standard Condominium Corporation No. 421 Forest Ridge

## New Owner Package

### INTRODUCTION

This document has been prepared as a guide for the owners of Forest Ridge to assist in adjustment to the Condominium lifestyle in what is officially known as Halton Standard Condominium Corporation [HSCC] No. 421. It includes highlights of the basic concepts, general community information as well as definitions. For complete information please refer to the status certificate package which you will have received on the closing of your purchase.

### DEFINITIONS:

**Owner:** Means the registered owner(s) of a Unit and their resident family members, tenants, their families, guests, invitees, or agents.

**Unit:** Means the residential Unit as described in the Declaration and Description of the Corporation.

**Exclusive Use Common Elements:** Means the exclusive use common element areas that have been allocated to a particular Unit in the Declaration and Description.

**Common Elements:** Means all of the property of the Corporation, except the Units, and includes exclusive use common elements.

**The Manager:** Means the representative(s) of the Corporation engaged by the Board of Directors to manage the property.

**The Board:** Means the Board of Directors of Halton Standard Condominium Corporation [HSCC] No. 421.

**The Corporation:** Means Halton Standard Condominium Corporation [HSCC] No. 421.

**The Act:** Means the Condominium Act, 1998, its regulations and any amendments thereto, and any other terms used to have and shall be defined as stated in the Act, unless the context herein or the definitions above otherwise require.

### THE CONDOMINIUM CONCEPT

The Condominium concept combines elements of private and shared ownership in a manner which tends to reduce the total cost of high-quality accommodation without sacrificing the financial advantages of home ownership.

You own the interior of your Unit, the boundaries of which are described in the Standard Unit By-Law. This document was included in the package you received upon closing the purchase of your home.

It should be noted that the Unit includes all fixtures, interior surfaces of the doors and windows, door frames, window frames and window glass, outlets, pipes, wires, ducts, public utility lines, air-conditioning, heating and ventilation equipment which service your Unit only. Everything else outside the Standard Unit By-Law description but including pipes/wiring etc. within a Unit which service more than one Unit are part of what is known as the "common elements", and owned by the Corporation.

Each owner has been granted exclusive use of certain parts of the common elements, and these are described in Standard Unit By-Law. Typically, exclusive use common elements include rear patios, Unit driveways and front steps.

### **MAINTENANCE AND REPAIR RESPONSIBILITIES**

Each owner must maintain the Unit and repair it after damage, all at his or her own expense. In addition, each owner is responsible for the maintenance of the following exclusive use areas:

- a) All interior glass and windows appurtenant to the Unit
- b) Planting and maintenance of any rear garden(s).

The Corporation maintains and repairs the common elements, i.e. the exterior of the Units and the grounds, subject to the above exclusions. The degree of service provided is dictated by generally accepted community standards as well as current budget restrictions.

### **ALTERATIONS TO THE UNITS AND THE COMMON ELEMENTS**

Each owner must maintain the Unit and is free to alter and improve the Unit, as long as the alterations do not infringe upon the common elements. Alterations and installations to the common elements including the exclusive use common elements and those areas which must be maintained and repaired by the owner must be in accordance with the bulk Section 98. Substantial alterations to the common elements require a vote of 80 percent of the Unit owners. While at first glance this may appear to be an onerous condition, it is there for the owners' protection since the common elements and anything installed thereon becomes the Corporation's responsibility to maintain and repair, subject to certain exclusions. In addition, the Corporation incurs liability exposure with respect to any accidents and injuries which may result from the alterations and must therefore increase its insurance coverage accordingly. Since the Corporation consists of 73 homeowners, the majority decides what responsibilities, liability and corresponding expenses it wishes to incur.

Unapproved alterations to the common elements may be removed at the owner's expense. It is therefore in your best interests to inquire before proceeding with any work.

## **THE CORPORATION AND ITS BOARD OF DIRECTORS**

HSCC No. 421 (Forest Ridge) is a Corporation with 73 members, and its affairs are administered by a Board of Directors comprised of five persons elected by the members at the Annual General Meeting. This meeting is usually held in May annually. Directors are elected for varying terms of up to three years, and any person of 18 years of age or more who is not an un-discharged personal bankrupt may be elected as a Director. Candidates for the Board must be owners. The Officers of the Corporation are elected annually by the Board from their own number. Written submissions may be made to the Board and will receive attention at the next meeting.

The Board of Directors is governed quite strictly by the provisions of the Condominium Act, the Declaration and the By-Laws and must make decisions accordingly.

## **THE PROPERTY MANAGER**

The Board employs a Property Manager under contract to administer its day-to-day affairs. The Property Manager is responsible to the Board to collect the maintenance fees, maintain adequate financial records and the Corporation's bank account and to maintain and repair the common elements as directed by the Board within pre-approved spending restrictions. The Property Manager is also the agent of the Board for the enforcement of the rules of the Corporation.

## **THE ANNUAL BUDGET AND MAINTENANCE FEES**

The Board is bound by all applicable Provincial laws, and particularly by The Condominium Act and its Regulations. One requirement is the establishment of a budget for each fiscal year, in advance, to provide for the maintenance of the common elements, and other general expenses of the Corporation. The fiscal year of HSCC No. 421 ends December 31 of the calendar year. The annual budget is struck in the fall months and circulated to the owners in early December, along with notice of their assessment for the coming year.

Maintenance fees are payable to the Corporation on the first day of every month. Owners are encouraged to file post-dated cheques for one year's fees with the Manager or avail themselves of the pre-authorized payment option. This will avoid any possibility of embarrassment through failure to pay these fees on time. The Board of Directors has an obligation under the Condominium Act to act quickly in the event of arrears in fees, by registration of a lien against title, or power of sale action against the owner. These steps add considerably to the owner's costs.

## **THE RESERVE FUND**

The Condominium Act requires that Condominium Corporations establish a reserve fund to provide for the major repair and replacement of the common elements. The annual contribution to the reserve fund must be based on the life expectancy of the common elements and their anticipated replacement costs but may not, in any event, be less than 10% of the annual operating budget.

## **ELECTRICAL POWER**

All power used within your Unit is metered and billed directly to you by Oakville Hydro. It is important to note that any changes made by you to the wiring system within your home are subject to prior approval by the Board, and may be subject to inspection and approval by Hydro. Failure to follow this rule could cause problems with insurance coverage, if fire results from the altered wiring.

## **PLUMBING**

All water and drainage pipes within the walls and ceilings in your Unit which supply your Unit only are owned, maintained and repaired by you. All water and drainage pipes within your Unit which supply more than one Unit are part of the common elements and the Corporation's responsibility. The Corporation takes the position that repair of any leak is primarily the owner's responsibility, and only when it can be demonstrated that the water pipes or drainage lines are shared and the cause of the leak will the Corporation assume any responsibility.

The exterior lawn service taps must be properly closed and drained by the owner during the winter months, and any damage resulting from freezing must be repaired by the owner. To close these services, the valve in the basement next to the exterior wall should be closed, then open the screw cap next to the interior valve as well as the exterior valve. Any hoses connected to the tap should be disconnected for the winter. It is also advisable to store your garden hose indoors during the winter months. Propane barbecue tanks, on the other hand, must always be stored outside, never in a garage or basement.

## **INSURANCE**

The Corporation insures the common elements and the Units as originally built against certain perils. Improvements, alterations and upgrades must be insured by the owner regardless of whether these alterations were commissioned from the builder or made over the years. The Corporation's deductible may vary from time to time. Where the cost to repair damage to a Unit is less than the deductible, the repair responsibility falls back onto the owner under the terms of the Declaration. Whether such minor damage is caused by the failure of a common element (example: roof leak) or an insured peril (example: fire) is irrelevant.

It is important, therefore, that owners ensure that their "Condominium homeowner package" is not just the standard "one size fits all" policy but covers what the owner actually owns and is responsible for. In addition to an adequate amount to repair the Unit after damage, improvements and upgrades, owners should also obtain coverage for their own personal possessions.

It is important also that owners obtain liability insurance to cover damage to the common elements caused by the owner, members of the family, guests, agents etc.

Owners should also note that the Corporation's insurers are unlikely to cover accidents and injuries suffered on interior roadways if these are the result of activities such as street hockey,

basketball and other sports. The Corporation can therefore not permit them and requests your co-operation.

## **EMERGENCIES**

It is recommended that owners provide the Manager with a daytime telephone number where they can be reached in case of an emergency relating to the Unit (example: broken water pipe). After hours and on weekends, the management company makes an on-call manager available to deal with such emergencies as fires, floods, sewer backups, etc. The on-call manager has a list of contractors to call on in such cases but cannot deal with by-law related matters such as parking, noise or administrative issues. Your property manager should be contacted for these matters during regular business hours.

## **VACATION CHECKLIST**

**If you are planning to be absent for any length of time**, please provide the Manager with a contact name and telephone number of the person who has a key or access to your Unit. If you are planning to be absent during the winter, the following checklist may be helpful in preventing frozen pipes and other problems:

- a) Turn the thermostat down to 15 degrees Celsius
- b) Empty a bowl of water into your dishwasher and leave the door slightly ajar
- c) Remove all spoilable items from your refrigerator
- d) Turn off the water where the service enters your Unit through the basement floor
- e) Open the upstairs taps and run them hot and cold until the water stops running. If it is a mix tap, leave it open in the mix position
- f) Unplug the water heater and drain it
- g) Lock all windows
- h) Leave some lights and perhaps a radio on. Inexpensive timers can also be very useful
- i) Lock all doors including your garage door
- j) Lock all vehicles left behind
- k) Cancel newspapers
- l) Ask the post office to hold your mail or have a neighbour pick it up
- m) Have someone check your house every couple of days [this is an Insurance requirement] and remove all newspapers
- n) Leave a key with a trusted neighbour and advise the Manager of its location

## **GARBAGE COLLECTION**

Green Cart and Blue Box recycling is collected every Tuesday, and household garbage is collected every second Tuesday. If Monday is a statutory holiday, pickup will take place the following day – Wednesday. For more detailed information on Halton Waste Management services, including a downloadable collection calendar, go to: <http://www.region.halton.on.ca/ppw/waste/> .

It is vitally important to tie and wrap your recycling in accordance with the regulations in Halton Region. If you are unsure of the proper procedures for refuse or recycling collection, Halton

Region would be pleased to mail any resident an information package.

All garbage must first be properly bound, packaged or bagged to prevent mess, odors and disintegration. Garbage shall not be left on the common elements, except on designated garbage pick-up days. Garbage shall be **placed only in designated areas and, only after 6 PM of the day prior to the day of pick-up.**

### **LAWNS AND GRASS AREAS**

The Corporation employs a contractor for cutting, trimming, weeding and fertilizing of all lawn areas. This service is provided weekly throughout the growing season.

### **SNOW REMOVAL**

The same contractor is also employed by the Corporation to clear all snow and ice from roads and visitors' parking lots. While the contract requires prompt service following storms, some delay is inevitable when a sudden, severe storm strikes this area. It is the contractor's responsibility to keep the roads open and passable at all times.

Owners are advised that only a broom or plastic shovel/scrapper is to be used on the steps to maintain the integrity of the concrete surfacing. Ice melt is acceptable, **Salt products are not to be used on the steps of any unit.**

### **FLOWER BEDS**

The common element flower beds and foundation plantings at the front and rear of the Corporation are fully maintained by the contractor if unaltered from the original condition.

### **SPEED LIMITS**

For obvious reasons, the speed limit on our internal road is 20 km. Offenders in this respect will be advised by letter to improve their driving habits. Drivers should be driving cautiously when approaching the bends in the internal roadway.

### **FIRE ROUTE**

Residents, or their guests, are not permitted to park vehicles in the fire route of the Corporation at any time. Fire route parking in the Corporation is a serious risk to the insurability of the Corporation and the Corporation will not repair any vehicle that may be damaged while parked in the fire route. Emergency vehicles require the full width of the roadway for the manoeuvring of the emergency vehicles should they be called to our site

### **ALTERATIONS TO THE COMMON ELEMENTS**

Although this is clear in our House Rules, it bears repeating that nothing may be installed on the exterior of the Units or the grounds without prior approval by the Corporation.

## HALTON STANDARD CONDOMINIUM CORPORATION NO. 421

### KEY CONTACTS DIRECTORY

MANAGER	Barbara Lareau TAG Management 1- 5510 Mainway Burlington, Ont. L7L 6C4 Business Hours: 905-333-5506 After Hours: 1-877-606-3734 Fax: 905-333-0613 Email: barb@tag-solutions.ca	
EMERGENCY	911	
FIRE DEPARTMENT	911	non-emergency: 845-7114
POLICE	911	non-emergencies: 878-5511
FIRE, FLOOD, PERSONAL INJURY		Advise TAG Management of details, see above telephone numbers
POISON CONTROL	1-800-268-9017 (Hospital for Sick Children)	
ANIMAL CONTROL	905-845-1551	
UNION GAS	905-878-8135	
OAKVILLE HYDRO	905-825-9400	
REGION OF HALTON	905-825-6000	
TOWN OF OAKVILLE	905-845-6601 905-845-6606 for emergencies after 4:30 p.m., weekends and holidays	

## **Schedule "A"**

### **Halton Standard Condominium Corporation #421**

#### **House Rules**

##### **Preamble**

These Rules are made pursuant to Section 58(1) of the Condominium Act, 1998. The purpose of these Rules is to promote safety, security and welfare of the owners, and to protect their property and assets as well as the property and assets of the Corporation. In addition, these Rules are designed to prevent the unreasonable interference with the use and enjoyment of the common elements and the Units or assets of the Corporation and to promote an amicable sharing of the common areas.

These Rules extend to all present and future Owners, tenants, and residents of Units, their families, guests, invitees or agents as provided for in Section 119 of the Act and in the Declaration, all of whom shall be subject to and shall comply with the provisions of the Act, the Declaration, the By-Laws, these and any other Rules of the Corporation which are established from time to time.

In addition to all other means of enforcement available to the Corporation, your attention is directed to Section 134 of the Act which provides that where a duty imposed by the Act, the Declaration, the By-Laws or the Rules is not performed, the Corporation may obtain enforcement by an order of court directing the performance of the duty.

Above all, the Rules are intended to provide the basis for making our community a pleasant and safe complex in which we can all take pride. Observance of these Rules and thoughtful consideration of others will be for the benefit of all and will ensure the continuation of the high quality of our community. The core value and concept of **Quiet Enjoyment** prevails.

##### **Part I - Antenna/Satellite Dishes**

1. No antenna, television antenna, satellite dish, aerial, tower or similar structure and appurtenance thereto shall be erected on or fastened to any Unit, or any portion of the common elements, except by the Corporation in connection with a common television cable or satellite system.

##### **Part II - Use of Common Elements**

1. No changes, alterations or improvements may be made to the exterior of the Units and the common elements including those of which the Owner has exclusive use, without the prior written consent by the Board. In addition, Owners are hereby notified that any alteration or improvement to the common elements is also subject to compliance with Sections 97 and 98 of the Condominium Act.



2. The exclusive use of common elements include the front lawn, side lawn of end Units, rear yard and unit driveway and are for the exclusive use of the Owner of the Unit. All other Owners are asked to respect the privacy of their neighbours and to refrain from infringing or trespassing upon their exclusive use areas. Parents have an obligation to ensure that their children are aware of, and adhere to, this rule.
3. Common elements including those of which the Owner has exclusive use shall not be used for storage. Seasonal furniture is permitted in the backyard areas. Garage doors should be stored in their down position.
4. Sporting apparatus, gymnastic equipment, play structures and climbing structures are not permitted anywhere on the common elements.
5. The drying of laundry on the common elements including the exclusive use common elements is not permitted at any time.
6. No brooms, mops, dusters, rags or bedding shall be shaken or beaten from any door, window or other part of the Units or the common elements over which the Owner has exclusive use. Nothing shall be thrown out of windows or doors of the Units.
7. Nothing shall be placed on the outside of windowsills or projections. No awnings or shades shall be erected over or outside of the windows.
8. No one shall harm, mutilate, destroy, alter or litter any of the landscape work on the property including grass, trees, shrubs, hedges, flowers or flower beds. However, Owners are encouraged to add flowers to existing beds and are also permitted to plant flowers within their exclusive use area provided that they assume the responsibility for their maintenance and care.
9. No one shall uproot existing plants, hedges, shrubs or trees or plant new shrubs, hedges or trees anywhere upon the common elements, including the common elements of which the exclusive use is given to one or more Owners, without prior written approval of the Board.
10. Central air-conditioning units must be professionally installed and kept in good condition in terms of mechanical repair and appearance including, but not limited to, the painting to prevent rust. In addition, the Owner is responsible to ensure that the device does not leak excessive condensation that could cause damage, or to make any noise which may unreasonably disturb or interfere with the rights, comfort or convenience of any other Owners. The installation of a central air-conditioning unit is subject to receiving the consent of the Board of Directors and, compliance with Sections 97 and 98 of the Act.
11. Owners are responsible to change the light bulb in their exterior light fixtures as required. Additional fixtures may not be installed without written permission from the

Board. Any change to the outside light fixture is subject to receiving the consent of the Board of Directors and, compliance with Sections 97 and 98 of the Act.

### **Part III - Fire Risk and Safe Passage**

1. No Owner shall do or permit anything to be done in their Unit or bring or keep anything therein which will in any way increase the risk of fire or fire insurance premiums on the buildings, or on the property kept therein, or construct or interfere with the rights of other Owners, or in any way injure or annoy them, or conflict with the regulations of the local fire department or with any insurance policy carried by the Corporation, or conflict with any rules or ordinances of the local Board of Health or with any statute or municipal by-law.
2. Without limiting the generality of the foregoing, storage of gasoline, diesel fuel, coal or any combustible or offensive goods, provisions or materials shall not be kept in the Units, the common elements or on the property.
3. Barbeques of any kind may be used on the rear patio or balcony of the Unit but not at the front or in the garage. Propane barbeque tanks must be maintained in good condition and must be stored on the rear patio of the Unit, and not in the garage.
4. The sidewalks, entry, passageways, walkways, driveway and roadway used in common by the Owners shall not be obstructed or used for any purpose other than for entering or leaving a Unit.
5. The road may not be used for sports activities of any kind. Generally speaking, and without limiting and foregoing, this includes road hockey, ball sports, skateboarding, etc.
6. Owners shall not place any object temporarily or permanently on the exclusive use walkway areas allocated to their unit which may impair the safe passage of individuals in the event of any emergency.
7. Loitering is not permitted anywhere in the complex. Residents are encouraged to call Regional Police and report any suspicious individuals loitering on the property.

### **Part IV - Garbage Disposal**

1. Owners shall not place, leave or permit to be placed or left in or upon the common elements including those of which they have the exclusive use any debris, refuse, recyclables or garbage except on the designated garbage/recycle pickup days as advised by the Halton Region from time to time. No garbage shall be left outside the curbside for pickup prior to 6:00 pm the day before pickup. Garbage and recycling boxes must be stored inside the Unit or garage prior to pickup.

2. All garbage shall be contained in properly tied polyethylene or plastic garbage bags and are not to exceed the weight restrictions of Halton Region.
3. Newspapers and other recycle items should be tied to prevent them from being blown around.
4. Furniture, appliances, packing cartons, crates or other large items are picked up by Halton Region. Owners are responsible to contact the Region to make special arrangements. All such items must be stored inside the Unit or garage until the designated pick up day.

#### **Part V - Noise/Disturbances**

1. Owners and their families, guests, visitors, servants and agents shall not create or permit the creation or continuation of any noise (including music and loud voices) caused by any person, pet, instrument or other device which in the opinion of the Board, may or does disturb the comfort or quiet enjoyment of the property by other persons, or their respective families, guests, visitors, agents and persons having business with such other persons. All Owners are reminded to refer to the Town of Oakville noise bylaw.
2. Owners and their families, guests, visitors, servants and agents shall not create or permit the creation or continuation of any odour, vibration, disturbance or nuisance which, in the opinion of the Board or the Property Manager, may interfere with the comfort or quiet enjoyment of the Units or common elements by other persons, or their respective families, guests, visitors, agents and persons having business with such other persons.

#### **Part VI - Pest Control**

1. To minimize pests, Owners are advised not to provide food for the wildlife and to adhere to the garbage disposal rules outlined above. The Corporation is responsible for removing squirrels, raccoons, skunks, and wasps' nests from the Units and common elements. The removal of all other pests including, but not limited to, mice and cockroaches are the Owners' responsibility. Residents are asked to monitor their Units for any building defects that may allow the entry of pests and notify the Corporation of such defects.

#### **Part VII - Plumbing/Wiring/Sewer Systems**

1. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed, and no sweeping, garbage, rubbish, rags, ashes, oil, antifreeze, acidic, caustic or other substances shall be thrown therein. Any damage resulting to them or the common sewer system from misuse or from unusual or

unreasonable use shall be borne by the Owner, who has, or whose family, guests, visitors, servants, or agents have caused such damage.

2. Water shall not be left running unless in actual use.
3. Owners shall not overload existing electrical circuits. Owners shall not re-wire their Units or install new wiring without the work being properly inspected by the Ontario Hydro Inspections Branch.

### **Part VIII - Indemnification**

1. Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, (including legal costs, disbursements and applicable sales taxes all calculated on a substantial liability basis) Costs assessed against an owner through mediation or arbitration, damage, injury, or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission or breach of the Act, the Declaration, the By-laws or Rules, by such Owner, the Owner's family or any member thereof, any tenant or other resident of the unit or any guests, invitees, or licensees of such Owner or resident to or with respect to the common elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. Owners shall be jointly and severally responsible for any such losses, costs, damages, etc., caused by any tenant or other resident of their Unit.

### **Part IX - Leasing or Renting of a Unit**

1. Owners who lease, rent or otherwise allow a Unit to be occupied for a fee, may not enter into any such lease or other arrangement or permit a sub-lease unless the term of the lease or other arrangement or sub-lease is six (6) months or longer, and in no event shall a Unit be leased or otherwise allowed to be used for short-term, hotel-like transient rentals.
2. Section 83 of the Condominium Act sets out additional obligations of for the landlord, including the requirement to issue a copy of their lease and/or summary of lease to the Corporation in the event that they do lease their Unit. The names of the tenants, vehicle license plate numbers, and contact information must be provided to the Property Management Company.

### **Part X - Pets**

1. Dogs, cats, caged birds (except pigeons), tropical fish and small caged animals considered to be pets may be kept inside the unit. The number of pets permitted to be

kept by any Owner at Forest Ridge – one (1) dog of any size or; two (2) dogs each of which can be no larger than twelve (12) lbs.

2. No pets may be kept on the common elements at any time. All pets shall be kept under control at all times, and no dog or cat shall be permitted on the common elements unless it is on a leash of no more than seven feet in length. Where a pet is temporarily tied up outside, it must be kept in the confines of the Owner's exclusive use area and at all times be attended by the Owner.
3. Owners are required to walk their pets off the property on a leash and clean up after them. Urinating and defecating anywhere on the property is not permitted at any time. Where an Owner does not comply and damage results, such damage is repaired by the Corporation at the Owner's expense.
4. No other animal, livestock, or animals of a wild or dangerous nature may be kept upon the property, whether inside a Unit or on the common elements.
5. Where, in its absolute discretion, the Board determines that a pet has become a nuisance, such pet shall be removed from the common elements and Unit within two (2) weeks after the Owner has been required to do so in writing.

#### **Part XI - Signs**

1. No sign, advertisement or notice shall be inscribed, painted or fixed or placed on any part of the inside or outside of the building or common elements or on passenger vehicles, whatsoever, without the prior written consent of the Board. Real Estate and For Sale signs are not permitted.

#### **Part XII - Vehicles and Parking**

1. No motor vehicle other than a private passenger automobile or motorcycle shall be parked on any part of the common elements including any part thereof of which the Owner may have exclusive use (e.g. Unit driveways). The term "private passenger automobile" shall include station wagons, family minivans, and sports utility vehicles but specifically exclude all commercial vehicles and service vans exceeding a  $\frac{3}{4}$  ton rating, tow trucks, recreational vehicles, and Hummer vehicles.
2. No motor vehicle shall be parked, stored and/or driven on any part of the common elements other than a paved surface.
3. No motor vehicle, camper van, trailer, boat, motorized watercraft, snowmobile, machinery, equipment of any kind, tents and/or trailers either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained upon the common elements.

4. No servicing or repairs may be carried out anywhere on the common elements including unit driveways.
5. No vehicle which is in derelict condition, or unlicensed, or otherwise not in day to day operation may be kept on any part of the common elements including Unit driveways. Unit driveways may not be used for storage.
6. Any damage caused to the common elements due to the storage, parking, repair, and maintenance or from fluids leaking from vehicle(s) is the Owner's responsibility.
7. Visitors' parking lots are for the exclusive use of casual visitors to the complex. Residents may not park in the Visitors' parking lots at anytime. Owners are required to familiarize themselves with the rules regarding the registration of visitors' vehicles with the Corporation and make arrangements for their visitors accordingly.
8. Residents are required to park their vehicles in their garages and Unit driveways. Unit driveways are designed to accommodate a limited number of vehicles, the garage door being in a closed position. This may not be circumvented by leaving garage doors open to accommodate extra vehicles.
9. Any motor vehicle parked on any part of the common elements including visitor parking areas and/or fire routes that is in contravention of the rules or municipal bylaws is ticketed and towed at the discretion of the Corporation and at the sole expense of the Owner. The Corporation and its agents shall not be liable for any loss or damage caused to the motor vehicle or otherwise suffered by the Owner.
10. A visitor is defined as someone who parks their vehicle in visitors parking for more than one consecutive day during the day, or anytime overnight. For extended parking, over 24 hours, requests must be made, in writing, to the Property Manager with the intent to park a vehicle giving particulars of the vehicle such as make, colour, and license number. Visitors, by written request, will be able to park a vehicle for a maximum period of two weeks after which they will not be permitted to park on the property until a subsequent four week period has elapsed.

HSCC No. 421