



**RULES OF YORK
REGION VACANT LAND
CONDOMINIUM
CORPORATION NO. 1193**

Effective as of April 30, 2019

**YORK REGION VACANT LAND CONDOMINIUM
CORPORATION NO. 1193**

RULES

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RULES

The following Rules made pursuant to the Condominium Act, 1998 S.O. 1998 Chapter 19 (“**Act**”) shall be observed by all Owners, including, without limitation, members of the Owner's family, his tenants, guests, servants, Agents, Contractors and other occupants of their Unit.

1. DEFINITIONS

(a) The following terms used herein shall have the following meanings:

- (i) “**Agent**” shall mean any person , corporate or business entity that acts on behalf of an Owner in any particular matter;
- (ii) “**Corporation**” shall mean York Region Vacant Land Condominium Corporation No. 1193;
- (iii) “**Contractor**” shall mean a person, firm or incorporated company retained by an Owner to provide materials and/or labour for a work to be performed anywhere within his Unit;
- (iv) “**Property Manager**” shall mean a condominium management provider or condominium manager licensed under the Condominium Management Services Act, 2015, c. 28, Schedule 2. S. 80(4) and retained by the Corporation from time to time pursuant to a written management agreement.

(b) Capitalized words used herein, but not defined shall, where and to the extent applicable, have the meaning ascribed to them in the Declaration, or the Act or the Regulations made thereunder.

2. GENERAL

(a) Any losses, costs or damages incurred by the Corporation by reason of a breach of any current Rules by an Owner, or his family, guests, servants, Agents, tenants, Contractors and other occupants of his Unit shall be borne and/or paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

(b) Use of the Common Elements and Units shall be subject to the Rules which the Board may make from time to time 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 Units.

(c) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all Owners, their families, guests, servants, Agents, tenants Contractors and others occupants of their Unit.

(d) The Rules and any amendments thereto that are made by the Board from time to time, are not in substitution for any similar provisions in the Declaration, but in addition thereto.

3. QUIET ENJOYMENT

(a) Owners and their families, guests, servants, Agents, tenants, and other occupants of their Unit shall not create nor permit the creation or continuation of any noise or nuisance which, in the reasonable opinion of the Board or the Property Manager, may or does disturb the comfort or quiet enjoyment of Units and/or Common Elements by any other Owners or their respective families, guests, servants, Agents, tenants and other occupants of their Unit.

(b) No noise shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise is being transmitted to another Unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses incurred in abating the noise (including reasonable solicitor's fees and disbursements).

(c) No auction sales, private showing or public events shall be allowed in the any Unit or the Common Elements.

(d) Firecrackers or other fireworks are not permitted in any Unit or on the Common Elements.

(e) Any repairs to the Units or Common Elements shall be made only during reasonable hours, except in the case of emergency repairs.

4. SECURITY

(a) Owners shall supply to the Board a written list of the names of all tenants and other occupants of their Unit and promptly advise the Board of any changes to the list.

(b) Owners are to immediately report any suspicious person or persons seen on the Property to the Property Manager or his staff.

(c) Each Owner shall complete an “**Owner/Resident Contact Information**” form (“**Form**”) and return it to the Property Manager. Owners are responsible for keeping all information in the Form up-to-date. The Form is available on the Corporation’s Phase 5 website.

5. SAFETY

(a) Owners are advised that the Golf Course is private property and is not part of the Corporation and shall so advise their tenants and/or other occupants of their Unit. Access to the Golf Course is restricted to golfers admitted through the pro shop at the Ballantrae Golf Club. Entrance on or use of any part of the Golf Course for any other purpose or activity is strictly prohibited and dangerous due to the risk of serious injury from golf balls, unfenced ponds and other hazards.

(b) No storage of any combustible or offensive goods, provisions or materials (including propane and gas tanks) shall be kept in any of the Units or Common Elements.

(c) No Owner or his tenants and/or other occupants of his Unit shall do, or permit anything to be done in his Unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other Owners, or in any way injure or annoy them, or conflict with any laws, regulations, or guidelines relating to fire.

(d) Owners will periodically test, maintain and replace, in accordance with the manufacturer’s instructions, all smoke and carbon monoxide detectors installed within their residential premises. Should an Owner’s Unit be occupied by a tenant, it shall be the Owner’s responsibility to ensure that this procedure is carried out by the tenant.

6. COMMON ELEMENTS

- (a) No one shall harm, mutilate, destroy, alter or litter the Common Elements or any landscaping work thereon.
- (b) No passageways, walkways and roadways, which are part of the Common Elements, shall be obstructed by any Owners, their tenants, guests, servants, Agents, tenants, Contractors and/or any other occupants of their Unit, or used by them for any purpose other than for ingress and egress to and from their Unit or some other part of the Common Elements.
- (c) Any physical damage to the Common Elements caused by any Owner, his family, guests, servants, Agents, tenants, Contractors or other occupants of his Unit shall be repaired by the Corporation at the expense of such Owner.
- (d) No building or structure or tent shall be erected, placed, located, kept or maintained on the Common Elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the Common Elements.
- (e) No school buses are permitted within the five phases of the "Ballantrae Golf and Country Club". Persons requiring transportation by school bus will have to meet the bus outside the front gates at the traffic lights.

7. UNITS

- (a) Units shall be used only for such purposes as provided for in the Corporation's Declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any Unit. All municipal and other zoning ordinances, laws, rules and regulation of all applicable government regulatory agencies shall be strictly observed.
- (b) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his Unit or permit them to infest the adjacent Common Elements and/or other Units. Each Owner shall immediately report to the Property Manager all incidents of pests, insects, vermin or rodents on their Unit and shall fully co-operate with the Property Manager to provide access to their Unit for the purpose of conducting a spraying program to eliminate such any incident of pests, insects, vermin or rodents within the Unit.
- (c) No vehicles bearing commercial or farm plates are permitted to be parked on the Common Elements' roadways or a Unit's driveway.
- (d) Garage doors shall be kept closed except as may be necessary for immediate ingress or egress.
- (e) Recreational equipment such as but not limited to hockey nets and basketball nets may be used during daylight hours only and must be stored in the garage when not in use.
- (f) Seasonal decorations may be put up by Owners on their own Unit one month prior to a seasonal holiday and must be removed no later than one month following the conclusion of the seasonal holiday.
- (g) Storage on rear decks, porches or patios is restricted to BBQs and seasonal lawn furniture. Seasonal lawn furniture should be stored indoors when the season ends.
- (h) Styrofoam air-conditioner covers are prohibited.
- (i) Owners are advised that the Declaration prohibits Gas fireplaces in basements (See Article 4 sec, 4.2 (8) of the Declaration).

8. GARBAGE DISPOSAL

(a) No Owner shall place, leave or permit to be placed or left in or upon his Unit any garbage and/or recycling waste except on the days designated by the Town of Whitchurch-Stouffville (“**Town**”) as garbage and/or recycling waste pick-up days.

(b) Owners must follow the guidelines of the Town for garbage, waste and recycling collection.

(c) During any interior renovation of the residential dwelling on an Owner’s Unit, a waste bin may be placed on the driveway for the collection of waste created during that time, provided the Owner has first advised the Property Manager in writing of the start and estimated completion date of the renovation. The bin may be left in the driveway for no more than seven (7) days after the estimated completion date or any agreed to extension thereof, otherwise the Board may, without any notice to the Owner, take action to remove the bin at the expense of the Owner.

9. TENANCY OCCUPATION

(a) No Unit shall be occupied by a tenant unless: (i) it is under a written lease, (ii) the proposed tenant has been provided with a copy of the current Rules and (iii) prior to the tenant being permitted to occupy the Unit, the Owner shall have delivered to the Corporation, in such form as may be approved from time to time by the Board, a completed “**Tenant Information**” form and a duly executed “**Tenant’s Undertaking and Acknowledgment**” form to abide by the Declaration, By-Laws and Rules, , together with an executed copy of the application/offer to lease and the lease itself (all collectively called the “**Documents**”).

(b) In the event that the Owner fails to provide the Documents, and/or has failed to make a Common Expenses payment that is due, in each case prior to the commencement date of the tenancy, any tenant intending to reside in the Owner's Unit shall be deemed a trespasser by the Corporation until and unless such tenant and/or the Owner (as the case may be) have complied with the provisions of this Rule 9.

(c) Within seven (7) days of ceasing to rent his Unit or within seven (7) days of being advised or becoming aware that his tenant has vacated or abandoned the Unit, (as the case may be), the Owner shall notify the Corporation in writing that the Unit is no longer rented.

(d) Upon written request the foregoing forms shall promptly be supplied by the Property Manager without charge to the Owner. The Owner should first check to see if the forms are available on the Corporation’s Phase 5 web site.

(e) No lease shall be for a period of less than six (6) months without the written approval of the Board.

(f) No Owner shall allow his tenant to sublet his Unit or any part of it to another person.

(g) The Owners of tenant occupied Units shall be responsible for any damage or additional maintenance to the Common Elements caused by their tenants and will be assessed and charged for the cost of the repair.

(h) The Owners of occupied tenant Units shall supply to the Board, and keep current, their current address and telephone number during the period of occupancy by the tenant.

10. PARKING

(a) For the purpose of this Rule 10, “**motor vehicle**” includes an automobile in its various forms, as well as a motorcycle, moped, go-cart and a van, truck and pickup that does not exceed 1.85 metres in height, all as same are customarily understood to be.

(b) No motor vehicle, equipment or machinery shall be parked or left, as the case may be, on any part of the Common Elements. Nor shall an Owner allow his family, guests, servants, Agents, tenants, Contractors and other occupants of his Unit to park their motor vehicle or place any machinery or equipment anywhere except in the driveway of his Unit.

(c) No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on the Common Elements without the express written consent of the Property Manager.

(d) No trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Elements but may be parked in the garage of a Unit, failing which, same may be removed from the Unit's driveway or Common Elements (as the case maybe) at the sole expense of the owner and neither the Corporation nor its Agent shall be liable to the person or the owner of the removed item for any damage, costs or expenses whatsoever caused to it. This provision shall not apply for the purposes of loading and unloading furniture, or other household effects of the Owners, provided that the length of time of such parking shall be no longer than is reasonably necessary to perform the service.

(e) All motor vehicles operated by Owners must be registered with the Property Manager. Each Owner shall provide to the Property Manager the license numbers of all motor vehicles driven by occupants of his Unit and keep that list current in order for the Property Manager to know whom to contact should it become necessary.

(f) No motor vehicle shall be driven on any part of the Common Elements' roadway at a speed in excess of the posted speed for the Ring Road.

(g) No Owners, their families, guests, servants, Agents, tenants, Contractors and other occupants of their Unit shall place, leave, park or allow to be placed, left or parked upon the Common Elements any motor vehicle. If a motor vehicle is left standing upon the Common Elements, the motor vehicle may be towed without notice to the Owner and at the Owner's expense, in which event neither the Corporation nor its Agent shall be liable to the person or the owner of the motor vehicle for any damage, costs or expenses whatsoever caused to such motor vehicle.

(h) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the Common Elements' roadways and in a manner so as not to disturb the other Owners. Mopeds and bicycles shall be operated only on the Common Elements' roadways and in such manner as not to obstruct traffic. Owners are advised that mopeds and bicycles are not permitted to be operated on sidewalks located outside the Property.

(i) No unlicensed motor vehicle shall be driven within the Common Elements' roadways and no owner of a motor vehicle may operate it thereon without a proper operating license.

11. PETS

(a) Owners, tenants and/or other occupants of an Owner's Unit must register each dog and/or cat ("Pet(s)") residing with them with the Property Manager. All Pets must be kept under personal supervision and control and held by a leash not exceeding six (6) feet in length at all times when outside the residential dwelling on the Owner's Unit and while on the Common Elements.

(b) All damage caused to the Common Elements or Units of other Owners by an Owner's Pet or that of his tenant or other occupants of his Unit, are the responsibility of the Pet's owner who shall fully reimburse the Corporation with respect to the Common Elements and the Unit Owner with respect to their Unit (as the case may be) for the cost of repair, replacement or renovation.

(c) Save for birdfeeders which are squirrel proof and not on the Owner's lawn or garden, no Owner shall feed or allow his tenant to feed wildlife at any time within the Unit or Common Elements. If wildlife and/or vermin are noted in the area of the birdfeeder due to bird seed on the ground, any cost related to dealing with the issue will be assessed and charged against the Unit Owner.

(d) No Pet which is deemed by the Board or the Property Manager in their absolute discretion, to be a nuisance 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 Unit. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any Unit. No breeding of animals for sale shall be carried on, in or around any Unit.

(e) Each Pet owner must ensure that any defecation by his pet is cleaned up immediately by the pet owner so that the Units and/or Common Elements are neat and clean at all times. Should a Pet owner fail to clean up as aforesaid, the Pet shall be deemed to be a nuisance, and the owner of the Pet shall, within two (2) weeks of receipt of written notice from the Board or the Property Manager requesting removal of such Pet, permanently remove such Pet from his Unit.

(f) Owners are advised that the lawns of Units abutting the curbs of roadways within the Corporation and are not part of the roadway, but are part of the Unit, accordingly once a Pet owner leaves his Unit to walk his dog he/she must keep the dog from straying onto Unit lawns. Repeated complaints of non-compliance with this Rule will permit the Board to deem the dog a nuisance and subject to removal from the Pet owner's Unit.

12. RESTRICTIONS ON ALTERATIONS OF UNITS

(a) The Owners are advised that: i) the Property and other lands in the Ballantrae Golf and Country Club were developed by the Declarant as a golfing themed adult life style community consisting of a complex of five vacant lot condominiums integrated with the Golf Course; and ii) all residential units in the five vacant lot condominiums are subject to the same or similar architectural controls and restrictions on alterations of Units, the purpose of which is to preserve the theme and economic value of all Units in the community.

(b) The Owners are further advised that the effect of the "RESTRICTIONS ON ALTERATION OF A UNIT" as set out in Article 4.2, of the Declaration do not allow: i) any changes to be made to the lands outside of the dwelling house on an Owner's Unit; ii) any changes and/or additions to be made anywhere on the exterior of such dwelling, except for the installation or construction of barbeque pads, window well covers, awnings and a satellite dish not exceeding twenty four inches in diameter, the installation or construction of which has received the prior written approval of the Board and iii) the placement of any fixed or movable structure or object in and/or upon the lawns or gardens of the Unit.

(c) All Owners are bound by and must observe the provisions of the Declaration and Rules, and are duty bound to advise their family members, guests, servants, Agents, tenants, Contractors and other occupants their Units of the provisions of these Rules and ensure that they are complied with. Any consequences resulting from non-compliance will be enforced against the Owner of the offending Unit.

13. SPRINKLEER HEADS

(a) Porcupine Management Ltd., is solely responsible for the spring start-up, and the fall blow out of the sprinkler/irrigation system of all Units as well as the repair of any failure of the sprinkler/irrigation system. Owners are not responsible for the cost of: i) the repair and replacement of sprinkler heads, damaged as the result of the activities of the Corporation's Contractor for winter snow clearance and spring, summer and fall lawn and garden maintenance and ii) the replacement of any sprinkler heads that have worn out or become contaminated with soil or plant roots. Owners are responsible for damage to the underground polyethylene pipes and the sprinkler heads within their Unit that result from their activities or that of their family, guests, servants, Agents, tenants, Contractors and other occupants of their Unit. Owners that require additional sprinkler heads, or repair of sprinkler heads and/or polyethylene pipes damaged by them should contact the Porcupine Management Ltd. at the pro shop of the Ballantrae Golf Club.

(c) Owners are not to attempt to redirect, adjust or otherwise tamper with the sprinkler/irrigation system on their Unit or the controls in the Common Elements.