



TWENTY PLACE Rules and Regulations

Submitted By The Ten (10) Corporations

WCC215 (Phase I)	WCC286 (Phase VI)
WCC223 (Phase II)	WCC301 (Phase VII)
WCC236 (Phase III)	WCC321 (Phase VIII)
WCC251 (Phase IV)	WSCC356 (Phase IX)
WCC275 (Phase V)	WSCC367 (Phase X)

This booklet includes the Rules and Regulations as amended and approved by the Ten (10) Twenty Place Corporations on October 7, 2019. They are formulated to promote the safety, security and well-being of our Residents, to protect their interests and assets and to maintain a high standard of condominium living. Although consistent administrative enforcement is an integral component of the successful application of Rules and Regulations, the achievement of our community goals will be equally dependent on the voluntary compliance by our Residents. If you have any questions, please do not hesitate to contact our Property Manager at the on-site office located in the lower floor of the Clubhouse.

Respectfully Submitted,

The Boards of Directors
Of the Ten (10) Corporations.

Twenty Place Rules and Regulations

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Glossary of Terms

The following terms shall mean:

“Agreement” – Section 98 of the Condominium Act 1998 — An Agreement between the Unit Owners and the Condominium Corporation that outlines the responsibilities of a Unit Owner who wishes to make a modification to a common element as outlined in Section A or B of the Section 98 Agreement.

Prior to making any changes, a Unit Owner shall first:

- a) submit to the Board of Directors of the Corporation a written request outlining the proposed change with a description/diagram, location and any such information that the Board may request;
- b) receive a written approval from the Board of Directors prior to making the change;
- c) comply with any specifications and installation requirements relating to the improvement or stipulations made by the Board of Directors.

Note: Changes made prior to the "Ownership of the Unit" become the responsibility of the new owner who shall maintain, repair, replace as necessary.

A full version of the Section 98 Agreement is attached as Appendix “B”.

The **“Act”** shall mean, except where otherwise stated, the Condominium Act, S.O. 1998, c. 19 and Ontario Regulation 48 (01), 49 (01) and all amendments and additions thereto.

“Declaration” – one of the governing documents of the Condominium Corporations, functioning as the equivalent of its constitution, setting out the address, the percentage allocation of common interests and common expenses for the Units, the exclusive use common elements and any other matters which the Condominium Act requires to be contained in a Declaration. The Declaration and description must be registered to create the Condominium Corporation.

“Corporation” shall mean any of WCC 215, 223, 236, 251, 275, 286, 301, 321, WSCC 356 and/or 367 as the case may be. **“Corporations”** shall mean WCC 215, 223, 236, 251, 275, 286, 301, 321, WSCC 356 and 367 together.

“Board” shall mean the Board of Directors of any of the Corporations. Except where specifically stated herein, decisions of each Corporation shall be made only by their respective Boards. **“Boards”** - shall mean the Boards of Directors of all Corporations. **“Joint Board”** shall mean the Joint Board of Directors, comprised of 2 members of each Board, and created to facilitate the goals and objectives of the Shared Facilities Agreement and the Shared Facilities Management and Decision-Making Agreement.

“Director(s)” means a Director duly elected to one of the Boards of the ten (10) Corporations.

“Property” – the land, including the buildings on it, and interests appurtenant to the land, as the land and interests are described in the description and includes all land and interests appurtenant to the land that are added to the common elements.

“Unit” – any part of the property designated as a Unit by the description and includes the space enclosed by its boundaries and all of the land, structures, and fixtures within this space in accordance with the Declaration and description.

“Common Elements” – the land and structures in the Condominium Corporations other than the Units themselves as defined by the standard unit by-law.

“Exclusive Use Common Elements” – the land and structures in the Condominium Corporations that form part of the common elements but can only be used by the owners of one or more designated Units, but not all the owners.

“Owner” means a person who owns a Unit according to the records of the Hamilton Land Registry Office.

“Resident(s)” shall mean any person who has established full time overnight occupancy of a Unit within the buildings managed by the Corporations, as recorded in the Corporations’ respective Resident Information Forms (subject to temporary or seasonal absences). Adult Resident refers to a Resident who has attained the age of 19 years.

“Property Manager” shall mean such qualified manager appointed by and acting as the administrator of the affairs of the Boards and Joint Board.

“Rules” means the Rules and Regulations of the Corporation(s).

Storm Water Management System (SWMS) are the ponds used to regulate storm water flow and are regulated by The Niagara Conservation Authority, The City of Hamilton and The Ministry of the Environment.

Twenty Place

Rules and Regulations

SECTION 1

1.0 Introduction

The following Rules and Regulations shall be observed by the Owners, and the term "Owners" shall include the Resident or any other persons occupying the Unit with the Owner's approval.

The Rules and Regulations generally adopted by Condominium Corporations are rooted in an underlying first principle that promoting community well-being shall take priority ahead of satisfying individual self-interests.

- 1.1. Changes made prior to this dated version of the Rules and Regulations are grandfathered.
- 1.2. Exceptions to the Rules herein shall be considered on an individual basis in order to accommodate special circumstances such as physical limitations of Residents.
- 1.3. The Property Manager acts for the Boards of Directors in administering, and ensuring compliance to all Rules and regulations as well as in authorizing requested changes to the buildings and landscaping that are within Board-established guidelines. Other requests are referred to the respective Boards for their consideration.
- 1.4. It is understood and agreed between the Corporation and the Owner that no assent or consent to changes in, or waiver of, any part of these Rules and Regulations in spirit or letter shall be deemed or taken as made, unless the same be done in writing and attached to, or endorsed thereon, by the Corporation or its agents.
- 1.5. The Corporation^s shall have the right to make such other and further reasonable Rules and Regulations as in its judgment may from time to time be needful for the safety and cleanliness of the premises and for the preservation of good order therein, and the same shall be kept and observed by the Owners, their families, visitors, guests, clerks, servants and agents.
- 1.6. Any loss, cost or damages incurred by the Corporation by reason of a breach of any Rules and Regulations in force from time to time by any Owner, family, guests, servants, agents or occupants of his Unit shall be borne and/or paid by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

- 1.7. Wherever the expression "Corporation" is used herein, it is understood and agreed that the same shall extend to, or operate through the Property Manager or the Board of Directors of the Corporation, acting through a resolution of the Board, or as may be required by a majority of the members of the Corporation, present at a meeting duly called and held confirming any action of the Board of Directors or of the Corporation.
- 1.8. All changes made to the exclusive use common elements of the Unit must adhere to Section 98 on the Condominium Act, 1998, and the Rules and Regulations of Twenty Place including execution of the necessary documentation and registration of the document and all costs incurred by the Corporation.

2. General Rules of Governance, Care, and Maintenance

- 2.1 The sidewalks, walkways, and driveways shall not be obstructed by owners or used by them, for any other purposes than for ingress and egress to and from their respective Units.
- 2.2 The bathrooms and other water apparatus shall not be used for any purposes other than their usual intended use and no objects shall be thrown therein. Any damage resulting from misuse or from unusual or unreasonable use shall be borne by the Owner who/whose family, guests, visitors, servants, or agents shall have caused it.
- 2.3 Post-construction changes to a Unit's structure, utilities, landscaping, etc. are permitted only upon written application and receipt of written approval from the Property Manager.
- 2.4 Easily removable clothes trees inserted in a holder in the ground outside and within the rear exclusive use ground level area of any townhouse, row house, or detached Unit will be permitted. All such installations shall be in accordance with Twenty Place specifications and be subject to receipt of written approval from the Property Manager prior to commencement of such installation.
- 2.5 Clothes lines, clothes trees or clothes racks shall not be permitted on the balconies of the apartment Units.
- 2.6 All Owners shall observe strict care not to allow their windows and doors to remain open, so as to admit rain or snow. For any damage caused to the property of other Owners, or to the property of the Corporation by such carelessness, the negligent Owner shall be held responsible.
- 2.7 No Owner shall do, or permit anything to be done, in his Unit, or bring or keep anything herein, which will in any way increase the risk of fire or the rate of fire insurance on the building, or on the property kept therein, or obstruct or interfere with the rights of other Owners, or in any way injure or annoy them, or conflict with the laws relating to fire, or with the regulations of the Fire Department, or with any insurance policy upon

the building or any part thereof, or conflict with any of the Rules and ordinances of the Board of Health or with any statute or municipal By-law.

- 2.8 Water shall not be left running, unless in actual use.
- 2.9 All glass (excluding stress cracks, and seal failures), locks and trimmings, in or upon the doors or windows of the premises, shall be kept whole, and whenever any part thereof shall become lost or broken, the same shall be immediately replaced or repaired under the direction and to the satisfaction of the Corporation or its Property Manager and such replacements and repairs shall be paid for by the Owner of the said Unit.
- 2.10 An Owner shall not leave, place or permit to be placed or left in or upon the common elements any debris, refuse, or garbage, except and save for the ordinary course of disposal.
- 2.11 Owners shall not overload existing electrical circuits in their Units.
- 2.12 The Owners shall keep the premises in a proper state of cleanliness.
- 2.13 No auction or garage sale shall be held on any property within Twenty Place, without the consent in writing of the Corporations.
- 2.14 No stoves or any wood combustible or offensive goods, provisions of materials shall be permitted upon the premises or common element areas.
- 2.15 The Owner shall be held responsible for any damage to the building and common elements caused by moving furniture and/or appliances in or out of the said premises.
- 2.16 No mops, brooms, dusters, rugs or beddings shall be shaken or beaten from any window, door, or those parts of the common elements over which the Owner has exclusive use.
- 2.17 There shall be no decorating or painting done or effected or caused to be done on any exclusive use common element area, otherwise than as expressly approved by the Board in writing. Such improvements would be subject to Sections 97 and 98 of the Condominium Act, 1998.
- 2.18 All drapes or outside linings thereof in exterior windows shall be of a neutral off-white or white shade, unless otherwise approved by the Board and any Owner contravening these Rules shall be liable for any cost resulting from such lining being removed at the direction of the Board.
- 2.19 Lawn furniture shall not be kept on grassed areas and cannot interfere with the regular ground maintenance.

2.20 Regular care and maintenance of Owner-constructed gardens shall be the sole responsibility of the Owners.

2.21 Permanent fixtures attached to any part of the building's exterior shall not be permitted unless written consent is obtained from the Property Manager.

2.22 Owners are responsible for watering the front lawn and rear patio areas. It is incumbent upon the Residents within a phase, without the installation of sprinkler system to be responsible for watering the common elements adjacent to their Unit.

3.0 Additional Walkways

3.1 **Additional walkways** in the front of your Unit will only be permitted in the front of the porch and along the side of the driveway provided:

- a) the width is a maximum of 36" (91.4 cm) and shall be constructed of either poured concrete or interlocking bricks;
- b) maintenance remains the responsibility of the Owner.

3.2 All changes contemplated by Owners require a written detailed application to be submitted to the Board. Once the submission has been considered by the Board, the Property Manager will provide a written response to the applicant.

4.0 Air Conditioners

4.1 A single central air conditioner unit is permitted, but the installation of the compressor unit shall be within the confines of the fenced in exclusive use area of an Owner. An Air Conditioner is not permitted in non-exclusive common element space.

Note: For those few exceptions where prior written approval was granted by a Board to place an air conditioning Unit outside of the exclusive use space, the above rule is not applicable.

4.2 For the purpose of clarity, a window installed air conditioner is not permitted.

4.3 A portable floor model air conditioning unit vented to the outside using an existing window opening and properly installed is permitted where a slider window is present.

5.0 Awnings, Gazebos, Sunshades (soft top gazebos) and Patio Umbrellas

5.1 All awning installations shall be soffit mounts.

5.2 Any Unit Owner who wants to install or replace an awning shall submit a written request to the Property Manager.

5.3 The Boards of Directors have approved a number of styles and colours for awnings that are acceptable to install. Samples of the approved styles and colours are available for viewing in the Management Office.

The following width allowances for awnings have been approved. Requests for greater width dimensions must be submitted in writing to the Property Manager.

Extension	10 feet or 11.5 feet	(3.1 m or 3.5 m)
Width	12 feet to 16 feet	(3.7 m to 4.9 m)

5.4 A hard top or a removable canvas/metal support free-standing sunshade (soft top gazebo) is permitted in the exclusive use area at the rear of the Unit, subject to the written approval of the Board and the following terms and conditions:

- a) Only one hard top or one removable canvas/metal support free-standing sunshade (soft top gazebo) shall be permitted per residence and shall be situated in the rear exclusive use yard;
- b) The sunshade/gazebo shall not be permitted to be enclosed by means other than the Screening and Wind Panels provided by the manufacturer. Under **no circumstances** shall the sunshade be permanently enclosed;
- c) Lawn furniture may be stored within the sunshade/gazebo during the off-season.
- d) The only colours which are approved for roof top coverings of sunshades/gazebos are neutral, black, or brown. The sunshade/gazebo shall be anchored to the ground using the manufacturer's specifications but in no way attached to the Owner's residence or fence;
- e) The size of the sunshade/gazebo shall not exceed 10 feet. by 12 feet (3.1 m by 3.7 m);
- f) The sunshade/gazebo shall include a vented roof;
- g) The sunshade/gazebo shall be a minimum of two (2) feet (61 cm) from the exterior wall of the Owner's Unit and a minimum of one (1) foot (30.5 cm) from the exclusive use fence line but not to exceed 16 feet (4.9 m) from the Unit which will keep it within the exclusive use area;
- h) Any damage to the Owner's Unit or that of a neighboring homeowner caused by a sunshade/gazebo/patio umbrella, shall be the responsibility of the homeowner of the sunshade/gazebo/patio umbrella.

6.0 Cannabis Consumption

6.1 Ontario Cannabis legislation prohibits the consumption of cannabis in any public place and that includes all of the common elements within Twenty Place.

6.2 Odours or fumes that negatively impact other Residents, their families or others are not permitted.

6.3 The consumption of cannabis in all forms is permitted within an individual Unit. The garage area is considered within the individual Unit.

6.4 Smoking or vaping of cannabis is NOT permitted in the exterior exclusive use common elements including the rear patio, front porch, balconies, and driveway.

6.5 Owners/Residents shall take steps to ensure that others are not disturbed or negatively impacted by the smoking or vaping of tobacco or other agents.

6.6 Owners/Residents are responsible for discarding "butts" in the appropriate waste container on their own residence.

6.7 Growing Cannabis Plants

6.7.1 Federal legislation allows Residents to cultivate up to a maximum of 4 plants within their Units or within their exclusive use rear patio.

6.7.2 The plants shall be grown in a garden container and must not be visible above the level of the fence.

6.7.3 Any damage caused by the cultivation and/or processing of cannabis materials to either the Unit or common elements shall be the sole and exclusive responsibility of the Owner/Resident of that Unit.

7.0 Decks and Deck Storage Boxes

7.1 Decks shall be constructed of wood or composite material, be located in the exclusive rear yard area of the Unit and are subject to the written approval of the Board under the following terms and conditions:

- a) The height of the deck shall not be more than the threshold Steps/stairs must conform to the building code;
- b) Decks shall be free floating, and shall not in any fashion be attached to the Unit or the fence; **(Take Note – the owner shall be responsible to provide access for the repairs and replacement of the fence)**
- c) The application of a semi-transparent, Natural Brown, Gray, or Cedar Sealant is permitted. The application of paint of any colour is not permitted.

7.2 Deck Storage Box

7.2.1 One storage Box is permitted per Unit provided it meets the following criteria:

- a) One resin plastic deck box up to a maximum 30 cubic feet or 850 liters capacity;
- b) Located as unobtrusively as possible within the rear exclusive use area of the unit or on the balcony of the apartment building.

8.0 Feeding Wildlife and Stray Animals

8.1 Feeding the wildlife and stray animals within the Twenty Place Complex is strictly prohibited.

8.2 Only small-elevated bird feeders will be permitted within the home Owner's rear exclusive use area.

9.0 Gates and Enclosures

9.1 Gates or enclosures must leave a minimum four-foot service entrance opening to the rear exclusive use area.

9.2 Gates or enclosures shall be permitted provided the written proposal meets the specifications set out in the Rules, are in accordance Section 98 Agreement, and receives Board approval.

10.0 Landscape Improvements

10.1 Owners may construct gardens and make other improvements within the confines of their exclusive use common areas after making a written request (including a diagram) and receiving written approval from the Property Manager.

10.2 All such proposals shall conform in accordance with the Rules and Regulations and meet the requirements as set out in the Twenty Place section 98 Agreement. (See Appendix B).

10.3 No one shall harm, mutilate, destroy, alter, or litter any of the landscaping work on common elements maintained by the Corporations including grass, trees, shrubs, hedges, flowers or flower beds.

10.4 **Patio extensions** which are not done as part of the original landscaping require prior written approval. Extensions shall be contained within the original exclusive use area and be of the same type of patio stones or interlocking brick, within the fenced area, and shall not alter existing patio elevations or drainage. When maintenance is required to be done by the Corporations, it may be necessary to lift stones then have them replaced.

10.5 **Gardens** to a maximum width of 36" (91.4 cm) from foundations, walkways, driveways and inside the fences of the rear patios are permitted with prior written approval. Gardens are not to come within 36" (91.4 cm) of sidewalks or curbs for snow removal purposes.

10.7 **Landscaping** shall be limited to small shrubbery and garden plants not to exceed 6 feet (1.8 meters) in height.

10.8 Any **ornaments** shall be within an approved garden area. Isolated garden areas and natural ornaments are not permitted, in order to avoid interference with normal lawn maintenance.

10.9 Climbing plants are not permitted on the exterior of the Units or exterior side of fences.

11.0 Outdoor Holiday Decorations

11.1 Decorations are limited to and may be applied only to the front and rear exclusive use garden areas/interior side of fences or the Unit itself.

11.2 The use of extension cords are not permitted across lawns nor strung from house to fence or trees in order to ensure the safety of landscape employees.

11.3 Installation of decorations is not to be earlier than 60 days prior to the holiday.

11.4 Lights are not to be turned on prior to 42 days of the holiday occurrence and must be turned off 14 days after the holiday has ended. They must be taken down at the earliest opportunity as weather permits.

For example: for Christmas on December 25th exterior decorations can be setup starting on October 25th, the lights can be turned on starting November 12 and the lights must be turned off on January 7th.

12.0 Parking

12.1 Parking along fire routes shall not be permitted. All roads within Twenty Place are designated as Fire Routes (City Bylaw No. 02-217).

12.2 The speed limit is 20 km/h and must be strictly observed. All traffic signs shall be strictly observed.

12.3 Parking on sidewalks is not permitted.

12.4 No motor vehicle shall drive on any part of the common elements other than on a roadway, driveway, or parking space.

12.5 No motor vehicle, other than a private passenger automobile, motorcycle, station wagon, passenger van, sports utility vehicle or small pickup truck no greater than 5 ton in size shall be parked in any Unit parking space.

12.6 Residents must park their vehicles in their own driveway or garage. Parking in the visitor parking areas or along the sides of the streets is not permitted (City By-law No. 01-220, previously By-law No. 89-75). Any Resident found to be parking their vehicle in the visitor's parking will receive a reminder letter, failing to comply with the letter, the matter may be turned over to the Corporation's solicitor, and all costs incurred will be the responsibility of the Owner of the vehicle in question.

12.7 Resident owned commercial vehicles (i.e. vehicles with signage and/or attachments) shall not be permitted to park anywhere on-site other than the unit owner's garage.

12.8 No trailer, boat, snowmobile, mechanical toboggan, machinery, equipment, or containers of any kind shall be parked on any part of the common elements, nor in any unit other than the unit owner's garage/driveway or a designated parking space approved by the Board.

Note: Loading and Unloading - This provision shall not apply for the purposes of loading and unloading of the Resident's furniture, or other household effects at the Unit provided that the length of time where such parking is permitted, shall be no longer than is reasonably necessary to perform the service and shall be done in the driveway of the property. Owners will ensure that they will park their vehicles as tight as possible to front of their parking unit so as to allow access by other owners into their parking unit.

12.9 Vehicles with flat tires, no license plates, or expired license stickers shall not be permitted on the property.

12.10 Vehicles leaking oil/fluids must be removed from the property until repairs can be made.

12.11 An Owner who allows a vehicle to damage the surface of the driveways or parking areas through oil/fluid leaks or any other way will be solely liable for all costs incurred to repair.

12.12 Repairs to vehicles on the common elements shall not be permitted.

12.13 Visitor Parking

12.13.1 Visitors parked in the complex for more than four (4) days shall be subject to the same parking Rules for Residents as set out in Section 12.0 to 12.10.

12.13.2 A Resident who has a visitor requiring a visitor parking space for more than (4) days shall make arrangements with the Property Manager.

12.13.3 A "special approval slip" may be issued for display in the windshield of the visitor's vehicle by the Management Office once the request has been approved by the Board.

13.0 Pet Rules

13.1 **Rationale:** Due consideration shall be given to ensuring and protecting the rights and needs of both pet Owners and non-pet Owners.

13.2 Responsibility

13.2.1 All Residents shall comply with the Rules governing pets.

13.2.2 All Owners have the sole legal and financial responsibility for the behavior and conduct of their pets.

13.2.3 Residents shall be liable for any damages to the common areas caused by their pets and shall be charged for the cost of repairs or cleaning to be determined by the Corporation.

13.3 Definition and Restrictions

13.3.1 A "household pet" is defined as a dog, a domestic cat, a caged bird, or fish.

Residents (per unit) may have either:

- One dog *or*
- One domestic cat *or*
- One domestic cat and one dog *or*
- Two domestic cats

13.3.2 No breeding of any type of animal, fish, or fowl for the purpose of sale shall be carried on at Twenty Place.

13.4 Registration, Vaccination and Licensing

13.4.1 All pets shall be registered with the Property Manager.

13.4.2 All dogs and Cats (including indoor cats) shall be vaccinated for rabies by a qualified veterinarian. Ontario. Reg.497/17,S.1.

13.4.3 Dogs shall be licensed by the City of Hamilton. A valid and current license tag must be worn on the dog's collar when in any of the common areas.

13.5 Clean-Up and Disposal of Animal Waste

13.5.1 When your pet defecates on any of the common areas including, the elevator, the lobby, hallways, lawns, roadways, landscaped areas, sidewalks etc., the pet owner/walker or sitter is required to clean up after the pet as is stated in the City of Hamilton "Stoop and Scoop" By-law #01-169. Section 15(1) (6) imposes a fine of \$105.00, and *the owner* is required to take the accumulated animal litter to the Resident's own home for disposal.

13.5.2 Residents not adhering to this by-law will be reported to and legally charged by officers from the Hamilton Animal Control Department.

13.6 Designated Areas and Leashing

13.6.1 Cats and Dogs shall be kept on a leash and under control at all times while on the common areas of Twenty Place. Furthermore, any cat or dog exhibiting a negative temperament or aggressive behavior must be muzzled when being accompanied through the common areas of the property.

13.6.2 Cats and Dogs **on a leash** are allowed in the following designated areas: community streets, sidewalks and the common areas.

13.6.3 Cats and Dogs shall only be tethered or tied to any object within a Resident's own exclusive use area.

13.6.4 **Noise:** Pet Owners must not allow their dogs to whine or bark loudly/continuously.

13.7 Non-Resident Pets

13.7.1 Visitors bringing pets into Twenty Place must comply with all of the Resident Rules for pets.

13.7.2 Residents are directly responsible for the behavior of any guest pets that come into Twenty Place.

13.8 Pet-Related Complaints

13.8.1 No *pet* which is deemed by the Corporation in its absolute discretion to be a nuisance, shall be kept by a Resident.

13.8.2 Such Resident, after having first received a letter of warning, shall be given notice from the Corporation.

13.8.3 The Corporation shall specify in its written notice, a "rectification period/period of grace" in which the Resident must comply with the Rules governing pets.

13.8.4 A Resident who fails to comply with the pet Rules during or after the rectification period shall receive a written notice from the Corporation giving him/her two (2) weeks to permanently remove the *pet* from Twenty Place.

14.0 Satellite Dishes and Other Aerial Structures

14.1 No satellite receiving dish, television antenna, aerial, tower or similar structures and appurtenances thereto shall be erected on or fastened to any unit or any part of the common elements including any part of the exclusive use common elements with the exception of a satellite dish for a common television or other cable/internet system and only with the prior written approval of the Board of Directors and subject to the following provisions:

- a) One satellite signal receiving dish which shall be no larger than 24 inches in diameter;
- b) Without exception, the satellite signal receiving dish shall be confined to the rear exclusive-use common elements and shall be no higher than the horizontal plane of the upper portion of the rear patio fence;
- c) A satellite signal receiving dish shall not be mounted on any part of the building or fence.

15.0 Signs on Common Elements

- 15.1 No sign, advertisement or notice shall be inscribed, painted or affixed to any part of the building or erected on any part of the common elements, whatsoever or made visible from the outside of the Unit without prior written consent of the Board.
- 15.2 The Condominium Act allows for Real Estate and Election Signs to be placed inside a window. Such signs that are visible through the windows are permissible in Twenty Place.
- 15.3 The Municipal Elections Act also allows candidates for election to access condominium complexes from 9 a.m. until 9 p.m. in order to campaign.

16.0 Solar Tube Installations

- 16.1 The installation of solar tubes in Twenty Place is subject to the Corporation's Section 98 Agreement.
- 16.2 A maximum of 3 roof penetrations is permitted, to be located only at the rear of the Unit, below the roof line and the peak of the roof.
- 16.3 Owners will be responsible for the cost of installation and any damage caused by the installation or resulting from the installation. No structural changes to the Unit are allowed.
- 16.4 The cost of new flashings and installation at the time of roof replacement will be at the sole cost of the Unit Owner at the time of roof replacement plus any additional cost needed to make the solar tube waterproof.
- 16.5 Prior approval must be obtained before installation.

17.0 Smoke Detectors and Carbon Monoxide Detectors

- 17.1 Smoke detectors and carbon monoxide detectors are to be installed as per the Ontario Building Code. Residents are required to maintain them in working order.

18.0 Storm Water Management System (SWMS)

- 18.1 Use of the Storm Water Management System (SWMS) retention ponds located on the common elements for any use other than their intended purpose, to regulate, hold and drain storm water flows is strictly prohibited.
- 18.2 Use of the SWMS retention ponds located on the common elements by an invitee or guest of an Owner is strictly prohibited.
- 18.3 **Residents are not permitted in the SWMS pond areas.** Maintenance of these common element areas are the responsibility of the Corporations and subject to the

regulations set out by the City of Hamilton, Niagara Conservation Authority, and the Ministry of Environment.

18.4 **Ropes, fishing line, wire**, etc. are not permitted over or around the SWMS ponds except with the prior written approval of the Shared Services Committee.

19.0 Video Door Bells

19.1 A video doorbell as a replacement of the original doorbell is permitted with prior written approval of the Board.

20.0 Waste Disposal and Composting

20.1 Waste containers, blue boxes, and green bins are only to be placed at the curb in front of your Unit between 7 p.m. on the evening before and 7 a.m. on the morning of your scheduled pick up day.

20.2 Care should be taken by all Residents to ensure items are secured and do not escape the bins on windy days.

20.3 Waste containers blue boxes and green bins are to be taken inside your unit on the same day that the waste pickup has been completed.

20.4 Composters shall not be permitted on any part of the property.

21.0 Water Features

21.1 A portable self-contained easily dismantled decorative fountain, waterfall, or pond adjacent but not attached to either the Unit or fence is not subject to the requirements of the Section 98 Agreement.

21.2 A permanent decorative fountain, waterfall, or pond shall only be located in the rear exclusive use yard. An installation requiring excavation is covered by the requirements of the Section 98 Agreement.

Twenty Place
CLUBHOUSE RULES AND REGULATIONS

SECTION 2 - CLUBHOUSE

22 Hours of Operation

22.1 The Clubhouse building is open daily from 7:00 a.m. to 11:00 p.m., except for holidays for which these hours may change. The 11:00 p.m. closing may be extended to accommodate certain approved special events.

23 General

23.1 The Clubhouse and its' facilities are for the use of the Residents. Family members and guests are permitted use upon the invitation of a Resident, who must accompany them. The number of guests shall be limited to four (4), except for members of a Resident's immediate family.

23.2 Representatives, employees and agents of the Property Management Company and approved Contractors are permitted access to, and use of the Clubhouse and its' facilities in the performance of their respective services.

23.3 Access cards to the Clubhouse shall not be given or loaned to guests.

23.4 An adult Resident shall accompany guests of all ages visiting the Clubhouse.

23.5 Unit Owners are responsible for any damage caused by their Residents and guests.

23.6 Smoking and/or vaping of any nature is not permitted anywhere within the Clubhouse nor on the Clubhouse grounds.

23.7 No pets are allowed in the Clubhouse, on the patios nor on the Clubhouse grounds.

23.8 Tables, chairs or other assets of the Clubhouse shall not be removed from the premises.

23.9 The Boards and the Condominium Corporations of Twenty Place are not responsible for lost, stolen, or damaged articles. Please leave all valuables at home.

24 Clubhouse Usage

24.1 Any and all facilities of the Clubhouse are available for use by the Residents during approved hours of operation. Pre-approved scheduled events have priority over unscheduled casual use.

24.2 Any individual Resident or group of Residents wishing to reserve the Clubhouse facilities may do so, upon submission in writing to the Property Manager and approval of the Clubhouse Committee.

24.3 Individuals or Groups/Committees utilize the facilities of the Clubhouse, and who, as part of their activity collects or raises funds in the name of "Twenty Place" are

required to file a report following their activity with the Clubhouse Committee, setting out the number of Residents participating along with a statement showing the total revenues and expenditures for the event. Any net revenues derived from these activities to be credited to the Twenty Place Clubhouse Events Account.

24.4 Upon application by an Owner/Resident, the Clubhouse Facilities may be made available for a seminar, display, briefing, show, etc. which in the opinion of the Clubhouse Committee will be of interest to and of benefit to the Residents of Twenty Place.

24.5 Attendance at such events may be limited to Residents of Twenty Place and advertised only within Twenty Place. The applicant is responsible for set-up, take-down, and cleaning of the facility following the event.

24.6 A Resident/Owner may make application for a "Private Use Function" in accordance with criteria set out in Appendix "A" attached hereto.

25 Bulletin Boards

25.1 Advertisements of events for the Residents of Twenty Place shall be submitted to the Property Manager for approval and shall be displayed on the notice board in the Clubhouse and the mailbox area of each phase.

25.2 Annual Meetings or Social events concerning one phase only shall be booked with the Property Manager. The meeting or event need not be advertised outside the phase.

26 Games Room and Social Areas (*Exercise/Fitness Room is a section of its own*)

26.1 The billiard tables are for the use of adult Residents. Guests are welcome to participate providing such use does not interfere with Residents' use and subject to the following conditions:

- a. Guests shall be 19 years of age or older and accompanied by an adult Resident.
- b. Participation is limited to 30 minutes when busy.

26.2 Appropriate attire shall be worn in the Clubhouse at all times. Bathing attire is restricted to the lockers, pool, sauna hot tub, and pool patio area.

26.3 Use of the recreational facilities in and around the Clubhouse such as the swimming pool, Shuffleboard, ping pong, darts, billiard tables and outdoor recreational activities and patio may be booked with the Property Manager by Resident groups for Residents of Twenty Place. Programmed use of recreational facilities scheduled through the Property Manager will always take precedence over casual use.

27 Exercise/Fitness Room

- 27.1 The Exercise Room is for the use of the Residents only. Guests are not permitted into this room, however, instructors (i.e. licensed physical therapists, accredited personal trainers) are allowed in the exercise room to assist Residents on the proper use of the equipment. For your safety, it is strongly recommended that if you are going to use this facility alone, that you advise someone of the time of your expected stay.
- 27.2 Residents shall sign in and out on the register provided on the counter inside the room.
- 27.3 Street shoes are not permitted in the Exercise Room. Clean running shoes that have not been used on the streets must be worn when using the equipment.
- 27.4 Appropriate gym attire shall be worn, i.e. sweat pants or shorts and top.
- 27.5 Equipment shall be cleaned immediately after use. Cleaner and paper towels are provided.
- 27.6 If other Residents are waiting, there will be a 20-minute time limit on any piece of equipment. There is a whiteboard available for signing in to schedule the use of a specific piece of equipment.
- 27.7 All equipment must be used safely and correctly. For correct use of equipment, please refer to the wall posters. Incorrect use of equipment could result in suspension of Clubhouse privileges.
- 27.8 For safety reasons, if you will be going to the Exercise Room alone, please advise someone of the time of your expected stay.
- 27.9 Should any equipment become defective, please notify the Property Manager, who will tag the equipment as "Do Not Use" and arrange for suitable repairs.

28 Clubhouse Conduct – Enjoyment and Use

- 28.1 All persons within Twenty Place are entitled to the quiet enjoyment and use of the Clubhouse at Twenty Place, subject to the Rules for use of the Clubhouse. All persons within Twenty Place shall be treated with respect; therefore rude, harassing, offensive or violent behavior, written, verbal or electronic; the use of vulgar language or rude gestures is strictly prohibited in or about Twenty Place.
- 28.2 In the event that anyone within Twenty Place breaches any of the Rules, the Board of Directors shall be entitled, in addition to any other remedy entitled to them, to suspend that person's Clubhouse access privileges for such a length of time as the Boards of Directors, in its sole discretion determine is appropriate in the circumstances. For a first or second offence a ban of up but not exceeding one year may be imposed.

Complaints of non-compliance of these Rules and Regulations may be submitted to the Property Manager by an individual or group of individuals.

29 Swimming Pool, Sauna, and Hot Tub

29.1 An adult Resident must accompany all guests using the pool, hot tub, and sauna. Residents and guests using these facilities must sign in and out using the register provided.

It is strongly recommended that you not use the pool, sauna, or hot tub alone. Should you decide to do so, then you should advise someone of the expected time of your stay.

29.2 Pool hours are as follows:

- a) Daily for all adult swimmers (19 years of age and older) from 7:30 a.m. to 10:00 p.m., except for holidays when the Clubhouse may be closed or on reduced hours.
- b) Family swim: Pool hours available to bathers under the age of 19 are from 3:00 p.m. to 5:00 p.m. daily.

Note: As the pool, hot tub, sauna and locker rooms require regular cleaning, maintenance and repair, these facilities will be closed to accommodate these services. Such times will be posted on the doors outside the locker rooms and notice boards.

29.3 The swimming pool is unsupervised. Bathing is at their own risk. **Non-swimmers must remain in the shallow end.** No user of the facility or any person related to a user shall hold the Corporations, Directors, Clubhouse Committee Members, Activity Coordinators, Volunteers, the Property Manager or any Resident liable for use, misuse, injury or Damage howsoever caused.

29.4 Each bather shall take a shower using warm water and soap and thoroughly rinse off all soap before entering the swimming pool, deck, sauna, or hot tub.

29.5 No person infected with a communicable disease or having open sores on their body shall enter the swimming pool, sauna, or hot tub.

29.6 No person shall bring a glass container or food into the pool area.

29.7 No person shall pollute the pool in any manner. The spitting, spouting or water and the blowing of the nose in the pool, or on the deck, or in the hot tub are prohibited.

29.8 No diving or jumping into the pool is permitted.

29.9 No person shall engage in running, pushing, tag, or horseplay on the deck or pool area.

- 29.10 Bathers under 19 years of age are not allowed within the pool area unless accompanied by an adult who is a Resident of Twenty Place. Children 12 years of age and under are not permitted to use the sauna nor hot tub.
- 29.11 All children ages 0 to 5 must be accompanied in the water by a parent or guardian and remain within arm's reach of the parent or guardian at all times. This rule also applies to children ages 6 to 9 who are unable to swim. All children 12 years of age or under must be directly supervised in the water by an adult.
- 29.12 No inflatable rafts or toys are permitted on the deck or in the pool.
- 29.13 Street attire/shoes are not allowed on the pool deck.
- 29.14 **Bathing attire is restricted to the locker rooms, swimming pool, hot tub, and sauna and pool patio area only.**
- 29.15 Residents with pacemakers, heart or respiratory conditions, diabetes, etc. using the pool, hot tub, and sauna should do so only on the advice of their doctor.
- 29.16 A responsible adult or someone who can offer assistance if it becomes necessary must accompany Residents with the above medical conditions.
- 29.17 The total number of bathers on the deck and in the pool shall not exceed the number as posted on the wall sign inside the pool area.
- 29.18 Diapers of any kind are not permitted in the pool, hot tub, or sauna.
- 29.19 Infants and children who are not toilet trained must not enter the pool, hot tub, or sauna.
- 29.20 Please leave all valuables at home. The Board of Directors and Condominium Corporations of Twenty Place are not responsible for lost, stolen, or damaged articles.

30 Clubhouse Key Cards

- 30.1 Each unit gets the first card free. Each additional card is a \$15.00 purchase. There is only one (1) card per **permanent** Resident (18 years or older) with valid proof of residence. If you need a new card because of loss, damage or theft it will cost \$15.00 to purchase each replacement card including your original free one. If you are a long time Resident that paid a **deposit** for their 2nd card, you must bring your receipt for the deposit in order to get your money back. Sorry, but no receipt, no refund. We encourage all Residents in future to return their cards to the office when they move out so the responsibility of the card can be transferred to the new Resident.

CLUBHOUSE RULES AND REGULATIONS

PRIVATE RENTAL OF HERON/MALLARD ROOMS

1. Purpose of Function

1.1 A Resident/Owner may make application for a private function for the following purposes:

- a) A Birthday, Anniversary, Wedding or Retirement of a Resident or a Resident's immediate family member;
- b) A Celebration of Life Service for a Resident or a Resident's immediate family member.
- c) A Bridal Shower for a Resident or a Resident's immediate family member.
- d) A Baby Shower for a Resident or a Resident's immediate family member.
- e) A family function.
- f) A gathering of a Group/Organization of which a Resident/Owner is an active Member or participant with the Organization. – Class of '75; Model Train Club; Red Hat, etc.

1.2 An immediate family member is defined as a Grandparent; a Parent; a Son; a Daughter; a Sibling (a Brother, Sister, Granddaughter or Grandson).

2. Rental Rates

2.1 HERON ROOM:

\$50.00 per hour – minimum of four (4) hours to a maximum eight (8) hours.

\$300.00 Security Deposit

2.2 MALLARD ROOM:

\$50.00 for a four (4) hour period

\$100.00 Security Deposit

Note: The Boards may adjust the rental rates from time to time.

APPENDIX A

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- 2.3 The Resident applicant is solely responsible for any and all damage resulting from his/her use of the facility and equipment. The security deposit will be retained in the event of damage to the facility, or if in the opinion of the Clubhouse Committee, there was an infraction of the Rules and Regulations of such an extent as to warrant same.
- 2.4 In the event of a cancelled room reservation, the room deposit will be refunded subject to a request in writing to the Property Manager and approval of the Clubhouse Committee.

3. Maximum Capacity

- 3.1 Attendance at events shall not exceed the capacity as set by the Hamilton Fire Department, copies of which are posted on the wall sign inside the room entrance.

4. Set Up/Clean Up

- 4.1 The facility will be available to the applicant for a period of one (1) hour before and one (1) after the rental period to set up and clean up.
- 4.2 Tables and chairs, in addition to the ten (10) already in place are available from the storage area adjacent to the kitchen or from the Egret and/or Mallard Rooms in the lower level.
- 4.3 All food and drink brought to the premises must be removed at the end of the function.
- 4.4 All garbage and waste to be placed in green garbage bags and deposited in the outdoor bin/shed in the enclosed wooden area outside the kitchen. All recycle material to be placed in the containers provided for this purpose.
- 4.5 All tables and chairs, except for the ten (10) round tables, must be returned to their original locations. All chairs are to be stacked four (4) high and placed against the south (windowless) wall.
- 4.6 All windows and doors must be closed, and all lights and fans must be turned off before leaving.
- 4.7 Heron Room and kitchen floors must be left in "broom swept" condition.

APPENDIX "A"
Page 3 of 3**5. Area of Use/Equipment**

- 5.1 The applicants' use of the facility is limited to the Heron/Mallard Room. Kitchen Area, Washrooms, Front Entrance Area, and Patio. **USE OF THE POOL, GAMES ROOM, EXERCISE ROOM, AND LIBRARY ARE NOT PERMITTED.**
- 5.2 Use of kitchen appliances, equipment, utensils, plastic table clothes etc. are permitted subject to same being properly cleaned/washed and returned to their original place/state.
- 5.3 Linen table clothes are available for use subject to same being laundered and returned within forty-eight (48) hours, unless required sooner for another function.
- 5.4 Towels if used, must be taken home, washed and returned as soon as conveniently possible.
- 5.5 Items such as coffee, tea, milk, cream, sugar, ice, napkins, and Styrofoam cups to be supplied by the applicant.

6. General

- 6.1 Smoking and/or vaping of any nature is not permitted anywhere within the Clubhouse nor on the grounds of the Clubhouse.
- 6.2 All functions must conclude by 11:00 p.m., excluding clean up.
- 6.3 Alcoholic beverages must not be sold under any circumstances and all laws governing the serving and consumption of alcohol must be followed.
- 6.4 The front entrance doors must NOT be left open (unlocked) for any reason. There is no override key available.

APPENDIX B

**TWENTY PLACE
SECTION 98 CONDOMINIUM ACT, 1998
AGREEMENT**

APPENDIX B**AGREEMENT****SECTION 98, CONDOMINIUM ACT 1998**

RE: ALL UNITS LISTED IN SCHEDULE "C" ALL ON LEVEL 1, WENTWORTH CONDOMINIUM CORPORATION NO., (the "Unit" or "Units").

BETWEEN:**THE UNIT OWNERS LISTED IN SCHEDULE "C"**

(hereinafter called individually the "Unit Owner" and collectively the "Unit Owners")

- and -

WENTWORTH CONDOMINIUM CORPORATION NO.

(hereinafter called the "Corporation")

WHEREAS the Unit Owners have requested the consent of the Board of Directors to make improvements to the common elements and/or their Units, which are more specifically described in Schedule "A" attached hereto (hereinafter collectively called the "Improvements").

AND WHEREAS the Board of Directors of the Corporation has given its consent to the Improvements in accordance with the provisions of Sections 97 and/or 98 of *The Condominium Act 1998*, (the "Act") subject to conditions.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Corporation's consent to the Improvements and the mutual covenants herein contained, the parties hereto agree as follows:

1. The Unit Owners shall comply with all conditions of installation and completion for the Improvements imposed by the Board of Directors including those set out in Schedule "A" and complete the Improvements in a workmanlike and expeditious manner.
2. The Unit Owners shall comply with all laws, regulations, and zoning by-laws applicable to the Improvements in relation to their installation, use, maintenance and removal and obtain all necessary permits as may be required to make the Improvements.
3. The ownership of the Improvements shall at all times remain with the owner(s), from time to time, of the Unit which benefits from the Improvements. The Improvements shall not be considered as being a fixture or part of the common elements.
4. In the event that a Unit Owner fails to maintain and repair the Improvements in accordance with the conditions imposed herein, the Corporation may cause them to be maintained or repaired and charge the cost of that to the Unit Owner or, at the sole discretion of the Board of Directors, order the removal of the Improvements or any part thereof at the Unit Owner's sole expense.
5. (a) In the event that a Unit Owner fails to comply with an order by the Corporation to remove the Improvements or any portion thereof within fifteen (15) days of receiving written notice to do so from the Corporation, the Corporation, or agents, may undertake the said removal and the Unit Owner consents herein to the removal.

APPENDIX B

- (b) In the event that the Corporation removes the Improvements, pursuant to paragraph 5(a) or any portion thereof, for whatever reason, no member of the Board of Directors, the Property Manager, the Corporation or its agents and employees shall be responsible for any inconvenience, loss, cost or damage which the Unit Owner may suffer.
6. In the event the Improvements obstruct access by the Corporation, its management, employees or agents to any part of the common elements or units, the Unit Owners agree and consent that the Corporation shall be allowed access through, on or over the Improvements in order to carry out the duties and obligations imposed upon the Corporation by the Act, and its Declaration, By- Laws and Rules, provided further that:
- a) In the event that it is necessary to move, remove or dismantle the Improvements in order to allow the Corporation to carry out its duties the Unit Owner shall do so at the Unit Owner's sole cost failing which the Corporation shall be entitled to move, remove or dismantle the Improvements. The Unit Owner shall be responsible for the subsequent replacement and/or reconstruction of the Improvements at the Unit Owner's own cost.
 - b) Any additional costs incurred by the Corporation by reason of having to access, move, remove or dismantle the Improvements shall be paid by the Unit Owner as an additional common expense for the Unit.
 - c) The Corporation undertakes to provide at least 48 hours' notice of a request for access through, on or over the Improvements or to their removal or dismantling pursuant to this provision except in an emergency as determined by the Corporation. The Unit Owners may not unreasonably obstruct or interfere with such access by the Corporation or its representatives and shall co-operate fully with the Corporation and its representatives with regard to such access.
7. In event that a Mechanics/Construction Lien is registered against the Unit(s) and common elements of the Corporation as a result of an Improvement made by an owner, that owner shall immediately remove said Lien, failing which the Corporation may, at its option, obtain a discharge of the Lien by paying the amount claimed under the Lien into court, by posting a bond or by any other method available to it and such payment and such other costs as are incurred by the Corporation in so doing including all legal costs and disbursements determined on a solicitor and his. Own client basis, shall be borne solely by the Unit Owner and shall be an additional common expense for the Unit.
8. The Unit Owners understand that this agreement shall be registered against the title to their Units by the Corporation at the Unit Owner's expense. Upon the termination of this agreement the Unit Owners shall be responsible for the cost of discharging or removing this agreement from title to their Unit.
9. The Unit Owners understand that this agreement shall be noted in any status certificate issued by the Corporation with respect to their Units and will be included as a schedule to the said certificate.
10. Should the Unit Owners choose to commence the Improvements as may be contemplated by this agreement, or have completed them, prior to receiving the consent of the Corporation and, where applicable, the Unit Owners pursuant to section 97 of the Act, such Improvements

APPENDIX B

shall have been made at the Unit Owner's own risk and in the event the consent of the Corporation or of the Unit Owners pursuant to section 97 of the Act is not obtained for the Improvements, the Unit Owner shall immediately remove the Improvements and return the common elements affected by the Improvements to their original state at the Unit Owner's sole expense failing which the provisions of this agreement shall apply in the same manner as if the Corporation had ordered the removal of the Improvements pursuant to its rights herein.

11. A Unit Owner shall reimburse the Corporation for any increase in the premiums **for insurance coverage for the Corporation or for any deductible paid by the Corporation** under its insurance policies resulting from the Improvements and such costs shall be an additional common expense of the Unit. The Unit Owners Are responsible for obtaining and maintaining insurance coverage, including liability insurance, for the Improvements at the Unit Owner's own expense. A copy of such policy shall be provided to the Corporation upon request within twenty-one, (21) days of such request.
12. (a) Each Unit Owner shall indemnify and save harmless the Corporation, its Board of Directors, its Property Manager, its agents and employees from all losses, damages, and costs, (including legal costs, disbursements and applicable GST, determined on a solicitor and client basis), resulting from any obligation to be performed by the Unit Owner, any breach by the Unit Owner of the terms of this agreement, or any claim, suit or other proceeding, whatsoever made as result of the Improvements, and such losses damages, and costs shall be additional common expenses for the Unit and the Unit Owner understands that payment of such additional common expenses can be enforced by the registration of a lien against the Unit.

(b) The Corporation shall indemnify and save harmless the Unit Owners from all losses, damages and costs, (including legal costs and disbursements, and applicable GST, determined on a solicitor and client basis), resulting from any obligation to be performed by the Corporation under this Agreement, any breach by it of the terms of this Agreement, or any claim, suit or other proceeding, whatsoever made in relation to the Corporation's obligations in respect of the Improvements.

(c) Each Unit Owner hereby waives any claim whatsoever that the Unit Owner may have against the Corporation, its Board of Directors, Manager agent's or employees as may arise by reason of any injury or death to their person or damage to their property caused or resulting from the Improvements.
13. During the term of this agreement the Unit Owners shall be responsible for any maintenance, replacement, removal and/or repairs to the Improvements at the Unit Owner's sole expense except as may have been otherwise agreed to herein. The Unit Owners shall also be responsible for any damage or injury to the common elements, their Unit, the other units or to other Unit Owners, their tenants, guests and invitees and their property which are caused by the Improvements or any failure to maintain, repair, replace or remove the Improvements.
14. In the event that a disagreement arises between the Corporation and a Unit Owner with respect to the application of this agreement or any part of it the disputing party shall provide written notice to the other of the dispute. If the parties cannot resolve the matter equitably within ten (10) days of the issuance of notice of the disagreement the matter shall be referred to mediation in accordance with section 132 of the Act.

APPENDIX B

In the event the matter is referred to mediation the parties shall be bound by the mediation provisions found in the bylaws of the Corporation, if any.

15. It is understood and agreed by the parties that this Agreement extends to all of those Improvements listed in Schedule "A" that a Unit Owner or a previous owner of their unit may have made prior to the effective date of this Agreement or they or subsequent owners of the Unit may make, now or in the future.
16. If any term, covenant or condition of this agreement or the application thereof to any person shall to any extent become invalid or unenforceable, the remainder of this agreement or the application of such covenant or condition to persons other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant, or condition of this agreement shall be valid and enforced to the fullest extent permitted by law. No waiver or condonation of any breach of this agreement shall operate to prevent the Corporation or a Unit Owner from insisting on its rights with respect to any future breach of the same term of this agreement, any other or continued breach of this agreement. Time shall be **of the essence in this agreement in the performance of the duties of the** Unit Owners and the Corporation.
17. Words importing the masculine gender shall include the feminine genders, and words importing persons shall include firms, and corporations and vice versa. Words importing the singular number shall include the plural and vies versa.
18. This agreement shall enure to the benefit of and be binding on the heirs, executors, administrators, successors and assigns of the parties respectively, and such persons shall, upon request of the Corporation, immediately execute a new agreement in the same form and content as this agreement and deliver same to the Corporation forthwith.
19. As of the date of this agreement, the Unit Owner is not a spouse or if the Unit Owner is a spouse the Unit Owner's spouse hereby consents to this agreement.

In witness whereof the Unit Owners have set their hands, and the Corporation has affixed its Corporate Seal attested to by the hands of its duly authorized officers, effective the day of ,

WENTWORTH CONDOMINIUM CORPORATION NO.

APPENDIX B**SCHEDULE "A" TO AGREEMENT**

TO AN AGREEMENT dated day of between the Unit Owners listed in Schedule "C" and Wentworth Condominium Corporation No.

PERMITTED IMPROVEMENTS:

1. Rear Rollaway Awnings - installed to specifications of awning policy;
2. Decks installed to 20 Place specifications;
3. Satellite dish;
4. Patio stone enlargement above Builder Standard;
5. Rear patios composed of materials other than Builder Standard patio stones;
6. Custom walkways;
7. Fence extensions above Builder Standard in rear and side yards;
8. Fence revisions/height reductions to Builder installed fence;
9. Lawn sprinkler system;
10. Landscaping in accordance with 20 Place guidelines - front, rear and side yards - including, but not limited to, trees, bushes, flowers and block/brick retaining walls and other decorative fencing materials and garden plant holders;
11. Air conditioning units;
12. Mailbox;
13. Arbour on fencing - rear of units;
14. Venting through the exterior walls for gas fireplace, gas furnaces, exhaust fans, air intakes, clothes dryers and air handling units;
15. Exterior wall gas barbeque supply connection;
16. Change of style of house numbers;
17. Emergency service identification house numbers for rear of units on fence or unit wall;
18. Change of style of exterior door handles;
19. Decorative wall hangings and plaques attached to house;
20. Decorative wall hangings and plaques attached to fencing;
21. Wall attachment for the hanging of a flag;
22. Custom steps - front and rear;
23. Trellis attached to fences;
24. Porch railings;
25. Motion security sensor lights - rear of units only;
26. Wheel chair ramp - front and rear entrances to units;
27. Garage door height revision to accommodate wheel chair equipped vehicle;

APPENDIX B

28. Change of style of exterior door, i.e. French door to sliding patio door;
29. Rear roll up screen door;
30. Rear storm door;
31. Front aluminum storm door;
32. Landscape lighting;
33. French drains;
34. Landscape ponds/waterfalls (water flowing objects);
35. Planting of trees;
36. Removable canvass/metal support free-standing sunshades at rear of units;
37. Glass door inserts;
38. Modifying of downspouts;
39. Storage boxes in rear yards;
40. Builder installed deck enlargement/revisions including the addition of stairs leading to ground level;
41. Garage door exterior weather stripping;
42. Fence gates;
43. Replacement windows of equal style;
44. Hose holders;
45. Window well covers;
46. Outdoor thermometers;
47. Bird houses and feeders;
48. Names and Welcome signs on doors/apartments;
49. Side door light

ADDITIONAL REQUIREMENTS/RESTRICTIONS

Prior to making an Improvement a Unit Owner must:

- a) notify the Board of Directors of the Corporation in writing of their desire to make the Improvement which notice shall contain a description of the Improvement, its proposed location and the such other information that the Board of Directors may reasonably require;
- b) receive the written consent from the Board of Directors; and
- c) comply with any installation or other policies or Rules relating to the improvements in force from time to time (**SCHEDULE "B"**)

TO AN AGREEMENT dated the day of , between the Unit Owners listed in Schedule "C" and Wentworth Condominium-Corporation No..

APPENDIX B

POTENTIALLY PERMITTED IMPROVEMENTS:

NOTE:

Please note that Improvement List Items on this Schedule "B" have not as yet been approved by the Board of Directors as an improvement permitted within the common element areas. They are therefore referred to as "Potentially Permitted Items". Notwithstanding, they are included in the Blanket Section 98 Improvement List for convenience only, in the event these "potentially permitted items" are permitted by the Board of Directors at a future date.

- 1. Decks installed utilizing decking materials other than the currently approved material, pressure treated lumber;
- 2. Additional entrance/exit door into garage, (where applicable);
- 3. Roll up screen door for garage;
- 4. Solar tube" style of skylights;
- 5. Window panel in garage door;
- 6. Under eave spotlights

SCHEDULE C

WENTWORTH CONDOMINIUM CORPORATION NO
Northernbreeze Street/Twenty Place Boulevard/Riveroaks Drive/
Critzia Drive/Cathy Drive Mount Hope, ON LOR 1W0

RONALD STEPHEN DANKS, Solicitor of the City of Hamilton, Province of Ontario, STATE:

- 1. I am a solicitor practicing law in the City of Hamilton, and am the solicitor for Wentworth Condominium Corporation No. , and as such have knowledge of the matters herein stated.
- 2. The consent(s) of the Unit Owners listed below, who are parties of the within Agreement, have been obtained to the registration of this Notice under S.71 of the Land Titles Act, against the title to the following units:
- 3. This statement is made in support of the registration of this Notice and for no improper purpose.

Unit Number and Level Number	Owner(s) Municipal Address	Name(s)	&
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