



COLLABORATIVE REAL ESTATE

KAREN E. WILLISON, RLP LOCATIONS NORTH BROKERAGE



Listing Information Package

201 - 40 Trott Boulevard, Collingwood



KAREN E. WILLISON Sales Representative
705-888-0075 | kwillison@royalpage.ca



LOCATIONS NORTH





CollaborativeRealEstate.ca



2253 sq. ft.



3 Bed



3 Bath



COLLABORATIVE REAL ESTATE

KAREN E. WILLISON, RLP LOCATIONS NORTH BROKERAGE

Quick Facts

201 - 40 Trott Boulevard, Collingwood

- Located in the prestigious community of Admirals Gate with an outdoor pool, hot tub and access to Georgian Bay.
- Close to the Collingwood shops & restaurants as well as golfing, skiing (public & private clubs) and plenty of trails for hiking and biking.
- Fantastic custom kitchen with high end Miele appliances, upgraded cabinetry, granite countertops, marble backsplash, glass door cupboards, a separate beverage area with glass front cupboards, customized under counter shelves, drawers and more!
- Heated flooring throughout with separate zoning controls
- Custom window coverings, cove molding, trim and lighting throughout
- Extensive custom built-ins:
 - Primary suite walkthrough closet, 2nd closet & TV storage area
 - 2nd bedroom workstation with filing cupboards, TV and upper shelving areas
 - Office with slide out printer & filing cabinetry
- 1 underground parking space with lockable bike rack
- 1 car private surface level garage (keypad access)
- So much more.... a must see!



KAREN E. WILLISON
 WORKING TOGETHER & HELPING YOU IS WHAT WE DO
 kwillison@royallepage.ca
 Cell: (705) 888-0075
 www.CollaborativeRealEstate.ca

40 TROTT Boulevard Unit #201, Collingwood, Ontario L9Y 5K5

Client Full
Active / Residential

40 TROTT Bv #201 Collingwood

MLS® #: 40373990
 Price: **\$1,589,000**



Simcoe County/Collingwood/CW01-Collingwood 1 Storey/Apt/Apartment/Condo Unit

Water Body: **Georgian Bay**
 Type of Water: **Bays**

	Beds	Baths	Kitch
Main	3	3	1

Beds (AG+BG): **3 (3 + 0)**
 Baths (F+H): **3 (2 + 1)**
 SF Fin Total: **2,253**
 AG Fin SF Range: **2001 to 3000**
 AG Fin SF: **2,253/Other**
 DOM/CDOM: **1/1**
 Common Interest: **Condominium**
 Tax Amt/Yr: **\$7,491.57/2022**
 Condo Fee/Freq: **\$1,296.00/Monthly**

Remarks/Directions

Public Rmks: **Enjoy easy living directly on Georgian Bay in one of the area's most sought after waterfront condo projects. This unit was among the newest at Admiral's Gate and is in one of only two buildings that offer the convenience of an underground parking space as well as your own detached garage. The finishes are absolutely top notch, with custom California Closets, crown mouldings throughout, heated floors, creamy tumbled stone flooring and lovely pocket doors. Step out of the ground floor unit onto your spacious patio, with just a short walk to the shore of the bay where Muskoka chairs invite you to sit and enjoy the view. A community pool is just steps away from this home for easy access, but far enough to be out of sight and maintain the privacy that is offered in abundance. From the kitchen through to the dining area and the cosy living room with gas fireplace, enjoy the beautiful unobstructed views of the water and Lighthouse Point in the distance. The kitchen is super well-equipped with a large island and a suite of Miele top end appliances including beverage fridge, double ovens, warming drawer, induction cooktop and refrigerator. A spacious king primary suite features a walk-in closet plus decadent built-ins that are beautiful as well as functional. A fully renovated ensuite continues the luxurious look and feel. Two more bedrooms celebrate the homeowners' attention to detail and taste, with a Jack and Jill ensuite between them. A convenient work space off the kitchen has more custom built-ins for a streamlined, well-organized look. This home shows beautifully with custom linen draperies, Roman blinds and California shutters. Nothing has been left undone here.**

Directions: **Highway 26 to Trott Blvd, take first left, park in visitor parking, building is The Point.**
 Cross St: **Hwy 26**

Common Elements

Common Element/Condo Amenities: **BBQs Permitted, Pool, Visitor Parking**
 Condo Fees: **\$1,296.00/Monthly**
 Condo Fees Incl: **Association Fee, Building Insurance, Common Elements, Ground Maintenance/Landscaping, Parking, Private Garbage Removal, Property Management Fees, Snow Removal**
 Locker: **None**
 Pets Allowed: **Yes**
 Prop Mgmt Co: **E&H Property Management**
 Prop Mgt Contact: **/519-599-3585**
 Building Name: **Admirals Gate**
 Balcony: **Terrace**
 Condo Corp #: **314**
 Condo Corp Yr End: **12/31/2023**
 Status Certificate Date:

Waterfront

Features: **Water Access**
 Dock Type: **None**
 Shoreline: **Natural**
 Shore Rd Allow: **None**
 Channel Name:
 Boat House:
 Frontage: **0.00**
 Exposure: **North**
 Island Y/N: **No**

Exterior

Exterior Feat: **Landscaped, Lawn Sprinkler System, Lighting, Patio(s), Privacy**
 Construct. Material: **Masonite/Colourlock, Stone, Stucco (Plaster)**
 Shingles Replaced: Foundation:
 Year/Desc/Source: **2008/Completed / New/Owner**
 Property Access: **Municipal Road, Paved Road**
 Pool Features: **Community, Inground, Outdoor**
 Garage & Parking: **Detached Garage, Underground Parking//Visitor Parking//Exclusive Parking, Asphalt Driveway**
 Parking Spaces: **2**
 Parking Level/Unit: Driveway Spaces: **1.0**
 Services: Parking Assigned: **204**
 Garage Spaces: **1.0**
 Licens Dwelling:
 Roof: **Asphalt Shingle, Flat, Membrane**
 Prop Attached: **Attached**
 Apx Age: **6-15 Years**
 Rd Acc Fee:

Water Source: **Municipal-Metered** Water Tmnt: Sewer: **Sewer (Municipal)**
 Lot Front (Ft): **0.00** Lot Depth (Ft): **0.00** Lot Shape:
 Location: **Urban** Lot Irregularities: Land Use Fee:
 Area Influences: **Airport, Beach, Dog Park, Golf, Hospital, Library, Place of Worship, Public Transit, Quiet Area, School Bus Route, Schools, Shopping Nearby, Skiing, Trails**
 View: **Bay, Clear, Garden, Skyline, Water** Retire Com:
 Topography: **Flat, Open space, Wooded/Treed** Fronting On: **North**
 Restrictions: **Subdiv. Covenant** Exposure: **North**
 School District: **Simcoe County District School Board, Simcoe Muskoka Catholic District School Board**
 High School: **CCI, Our Lady of the Bay, Pretty River Academy**
 Elementary School: **Admiral, St. Mary's, Pretty River Academy**

Interior

Interior Feat: **Bar Fridge, Built-In Appliances, Ceiling Fans, Central Vacuum, Garborator, Water Heater**
 Security Feat: **Carbon Monoxide Detector(s), Smoke Detector(s)**
 Basement: **None** Basement Fin:
 Laundry Feat: **In-Suite, Main Level**
 Cooling: **Central Air**
 Heating: **Fireplace-Gas, Forced Air, Gas, In-Floor, Radiant**
 Fireplace: **1/Living Room, Natural Gas** FP Stove Op:
 Under Contract: **Hot Water Heater** Contract Cost/Mo: **68.66**
 Inclusions: **Built-in Microwave, Carbon Monoxide Detector, Central Vac, Dishwasher, Dryer, Range Hood, Refrigerator, Smoke Detector, Stove, Washer, Window Coverings, Wine Cooler**
 Add Inclusions: **TV in Living Room, TV in Guest Room, Large Mirror in Foyer**
 Exclusions: **Mirror in Primary Bedroom between the ensuite and walk-in closet**

Property Information

Common Elem Fee: **No** Local Improvements Fee:
 Legal Desc: **UNIT 88, LEVEL 1, SIMCOE STANDARD CONDOMINIUM PLAN NO. 314 AND ITS APPURTENANT INTEREST. See Realtor remarks for full legal description.**
 Zoning: **R3-19** Survey: **/**
 Assess Val/Year: **\$648,000/2022** Hold Over Days: **120**
 PIN: **593140088** Occupant Type: **Owner**
 ROLL: **433104000214686**
 Possession/Date: **90+ Days/** Deposit: **Minimum 5%**

Brokerage Information

List Date: **02/16/2023**
 List Brokerage: **Royal LePage Locations North (Collingwood Unit B) Brokerage**

Source Board: The Lakelands Association of REALTORS®
 Prepared By: Karen E. Willison, Salesperson
 Date Prepared: 02/17/2023

Information deemed reliable but not guaranteed. CoreLogic Matrix
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MLS® #: 40373990

Room	Level	Dimensions	Dimensions (Metric)	Room Features
Foyer	Main	7' 4" X 7' 0"	2.24 X 2.13	Crown Moulding, Heated Floor, Stone floor
Other	Main	5' 3" X 31' 2"	1.60 X 9.50	Crown Moulding, Heated Floor, Stone floor
Desc: Gallery Hall				
Office	Main	7' 4" X 9' 9"	2.24 X 2.97	Crown Moulding, Heated Floor, Stone floor
Kitchen	Main	23' 1" X 9' 0"	7.04 X 2.74	Crown Moulding, Heated Floor, Open Concept, Stone floor
Living Room	Main	13' 9" X 19' 3"	4.19 X 5.87	Crown Moulding, Fireplace, Heated Floor, Open Concept, Stone floor
Dining Room	Main	9' 6" X 16' 9"	2.90 X 5.11	Crown Moulding, French doors, Heated Floor, Stone floor
Bedroom Primary	Main	15' 7" X 12' 5"	4.75 X 3.78	California Shutters, Crown Moulding, Ensuite, Hardwood floor, Heated Floor, Walk-in Closets - Multiple
Primary Ensuite Bathroom	Main	11' 8" X 8' 1"	3.56 X 2.46	4-Piece, Crown Moulding, Heated Floor, Tile Floors
Bedroom	Main	13' 1" X 9' 10"	3.99 X 3.00	California Shutters, Crown Moulding, Hardwood floor, Heated Floor, Semi-Ensuite (walk thru)
Bedroom	Main	14' 3" X 10' 9"	4.34 X 3.28	California Shutters, Crown Moulding, Hardwood floor, Heated Floor, Semi-Ensuite (walk thru)
Bathroom	Main	9' 8" X 5' 5"	2.95 X 1.65	3-Piece, Crown Moulding, Heated Floor, Stone floor
Bathroom	Main	2' 9" X 6' 8"	0.84 X 2.03	2-Piece, Crown Moulding, Heated Floor, Stone floor
Storage	Main	10' 11" X 3' 4"	3.33 X 1.02	
Desc: Storage/Pantry				
Utility Room	Main	7' 2" X 5' 8"	2.18 X 1.73	Laundry



COLLABORATIVE
REAL ESTATE

Expense/Utility/House Details

201 - 40 Trott Boulevard, Collingwood

House Details

Item	Year	Notes
Year Home was Built	2008	
Air Conditioner	2008	
Windows	2008	
Roof	2019	Flat roof above Living/Dining
Furnace	2008	

Fees and Utility Costs

Utility	Yearly Cost	Provider
Current Property Taxes	\$7,491.57	Town of Collingwood
Insurance Premium	\$2,382.00	Chubb
Gas	\$2,452.00	Enbridge
Hydro	\$2,122.00	EPCOR
Rental Equipment Contracts	\$823.92	Enbridge (Hot Water Tank)
Water/Sewer	Included in Hydro Bill	EPCOR
Internet/Cable Provider		Bell
Lawn/Garden Maintenance	Incl. in Condo Fee	Condo Corp
Snow Removal	Incl. in Condo Fee	Condo Corp
Condo Fee	\$15,552.00	Condo Corp

Rental Equipment

Item	Provider	Contact/Notes
Hot Water Heater	Enbridge	Replaced in January 2023

Appliances

Appliance	Make/Model	Year/Notes
Refrigerator	Bosch / B36IT70NNP/05	2009
Dishwasher	Miele / G6745 SCU	2020
Convection & Warming Ovens	Miele / H4881BP	2009
Steam Oven	Miele	2009
Induction Cooktop	Miele	2009
Beverage Fridge	Marvel / 6SWC TE	2009
Microwave	Sharpe - Drawer	2009
Washer	Miele	2009
Dryer	Miele	2009

Additions/Upgrades

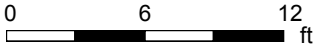
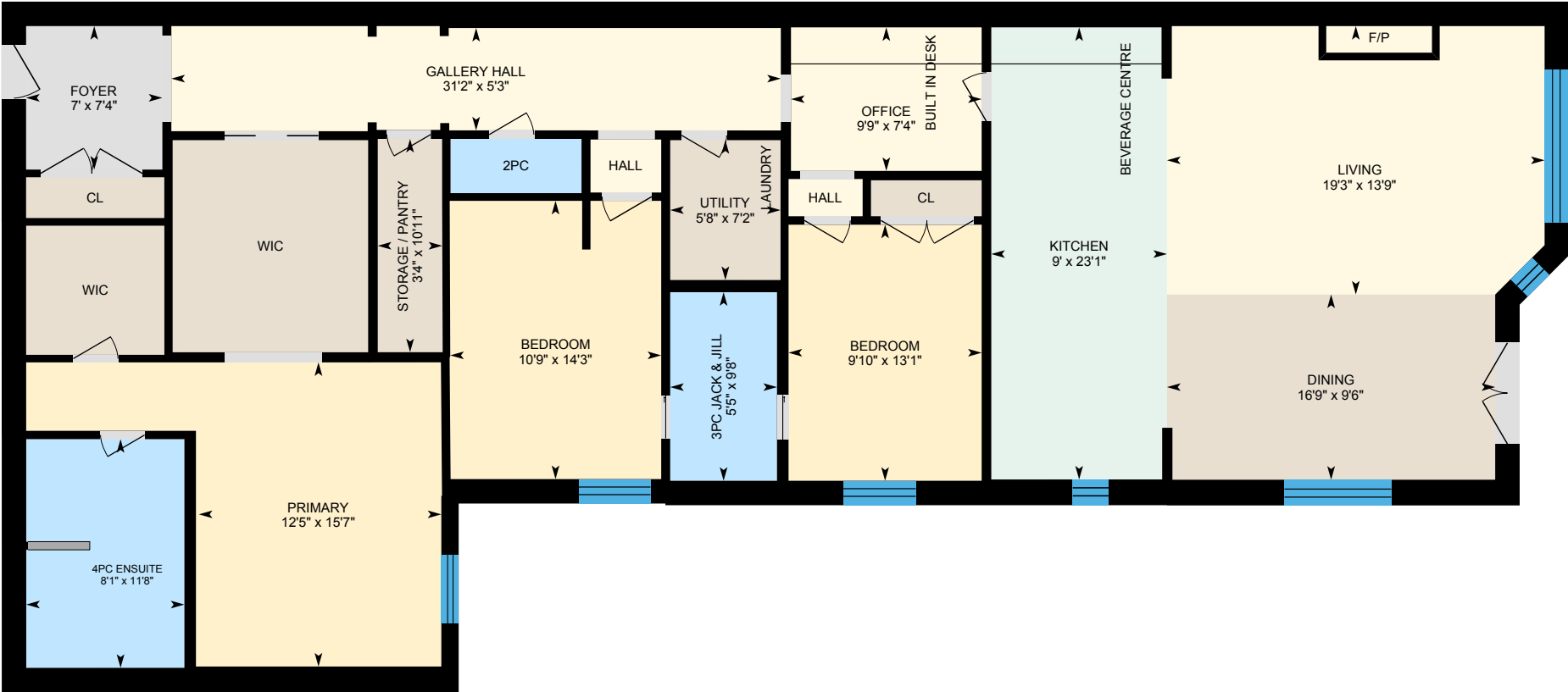
Item	Year	Details/Notes
Kitchen/Living/Dining	2017	Hardwood replaced with slate
Powder Room	2017	Hardwood replaced with slate
Ensuite Bathroom	2020	Fully renovated

Additional Notes:

Ceiling fans in all bedrooms
Lighted closets
Storage room with pantry shelving
Office area with built in desk, filing drawers and pull out for printer
The privacy shrubs/cedars were removed in the fall as they were covering the windows along the side of the condo. New tall plantings will be planted in the Spring to create privacy between the condos. They will be planted down the middle so they don't encroach on the windows again.

201-40 Trott Blvd, Collingwood, ON

Main Floor Exterior Area 2253.14 sq ft
Interior Area 1972.70 sq ft



PREPARED: 2023/02/16



White regions are excluded from total floor area in iGUIDE floor plans. All room dimensions and floor areas must be considered approximate and are subject to independent verification.



201-40 Trott Blvd, Collingwood, ON

Property Details

Room Measurements

Only major rooms are listed. Some listed rooms may be excluded from total interior floor area (e.g. garage). Room dimensions are largest length and width; parts of room may be smaller. Room area is not always equal to product of length and width.

Main Building

MAIN FLOOR

- 2pc: 2'9" x 6'8"
- 3pc Jack & Jill: 9'8" x 5'5"
- 4pc Ensuite: 11'8" x 8'1"
- Bedroom: 13'1" x 9'10"
- Bedroom: 14'3" x 10'9"
- Dining: 9'6" x 16'9"
- Foyer: 7'4" x 7'
- Gallery Hall: 5'3" x 31'2"
- Kitchen: 23'1" x 9'
- Living: 13'9" x 19'3"
- Office: 7'4" x 9'9"
- Primary: 15'7" x 12'5"
- Storage / Pantry: 10'11" x 3'4"
- Utility: 7'2" x 5'8"

Floor Area Information

Floor areas include footprint area of interior walls. All displayed floor areas are rounded to two decimal places. Total area is computed before rounding and may not equal to sum of displayed floor areas.

Main Building

MAIN FLOOR

- Interior Area: 1972.70 sq ft
- Perimeter Wall Thickness: 15.0 in
- Exterior Area: 2253.14 sq ft

Total Above Grade Floor Area, Main Building

- Interior Area: 1972.70 sq ft
- Exterior Area: 2253.14 sq ft

201-40 Trott Blvd, Collingwood, ON

iGUIDE Method of Measurement

Definitions

Interior Area is a per floor calculation, made by measuring to the inside surface of the exterior walls. The footprint of all interior walls and staircases is typically included.

Excluded Area is a sum of the area of all rooms (measured to the inside surface of room walls) that are excluded from the Interior Area for a floor and the footprint of corresponding walls. Prescribed area exclusions can vary from region to region. Examples of exclusions are spaces open to below, garages, cold cellars, crawl and reduced height spaces.

Exterior Wall Footprint is the sum of the estimated area of the perimeter wall segments bounding both Interior and Excluded Areas.

Exterior Area is a per floor calculation, made by measuring to the outside surface of the exterior walls and is represented by the sum of the Interior Area and the Exterior Wall Footprint.

Grade is the ground level at the perimeter of the exterior finished surface of a house. A floor is considered to be above grade if its floor level is everywhere above grade.

Total Interior Area is the sum of all Interior Areas.

Total Excluded Area is the sum of all Excluded Areas.

Total Exterior Area is the sum of all Exterior Areas.

Finished Area is a per floor calculation made by adding all enclosed areas in a house that are suitable for year-round use based upon their location, embodying walls, floors, and ceilings and which are similar to the rest of the house. Footprint of walls is attributed to finished area only when the walls are bounding finished areas.

Unfinished Area is a per floor calculation made by adding all enclosed areas that do not meet the criteria for Finished Area. Exceptions are outdoor and non-walkable areas, for example porches or areas open to below. Footprint of walls is attributed to unfinished area only when the walls are exclusively bounding unfinished areas.

Notes

For exterior walls that are adjacent to the outside of the property, where typically only the interior side has measurement data, an estimation of the exterior wall thickness (as directly measured at the property) is used to calculate its footprint. Considerations are not made for varying wall thickness along the perimeter.

Disclaimer

All dimensions and floor areas must be considered approximate and are subject to independent verification.

PDF Floor Plans

A. RECA RMS 2017: Color is used to indicate all included areas. Excluded and not reported areas are shown in white. Walls are always shown in black.

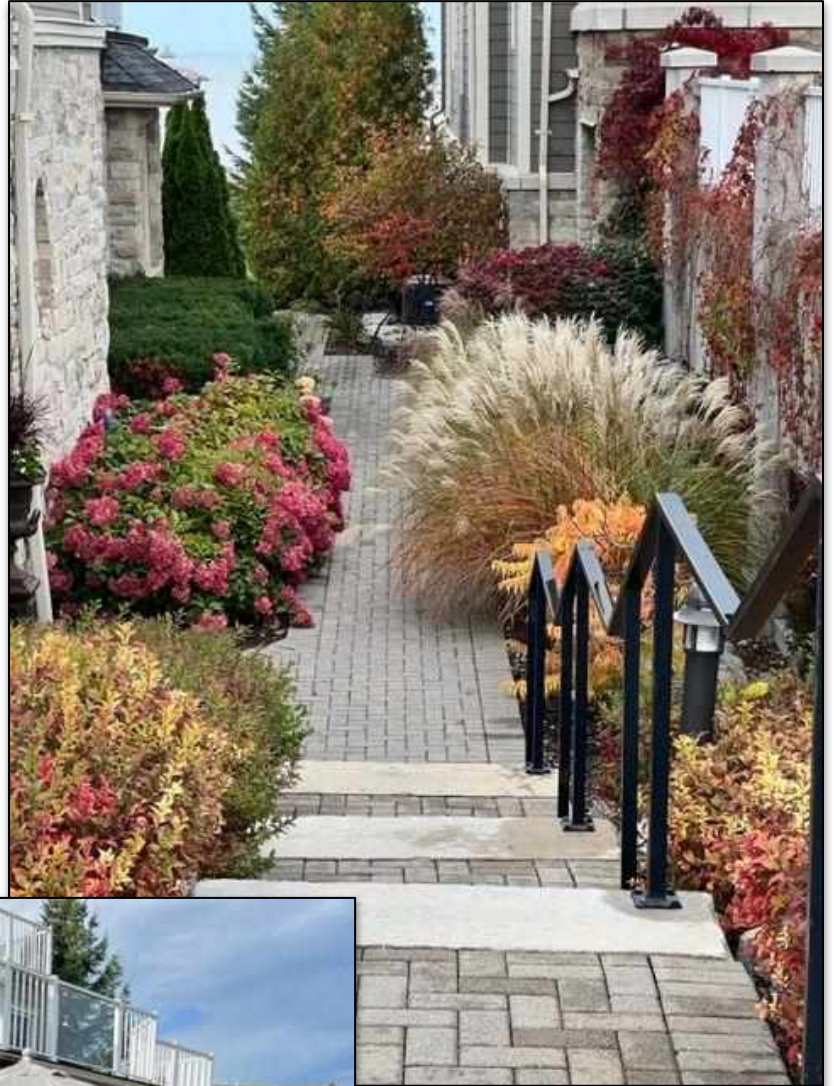
B. ANSI Z765 2021: Color is used to indicate all finished areas. Unfinished and not reported areas are shown in white. Walls are always shown in black.

More Information About the Standards

A. RECA RMS 2017: <https://www.reca.ca/licensees-learners/tools-resources/residential-measurement-standard>

B. ANSI Z765 2021: <https://www.homeinnovation.com/z765>

Seasonal Photography



Seasonal Photography



Seasonal Photography



Seasonal Photography



Collingwood Zoning By-Law Schedule 'A' - Map 15



REVISIONS

No.	Date	By-law
1	April 8, 2011	OMB Decision
2		
3		
4		
5		
6		
7		
8		
9		
10		

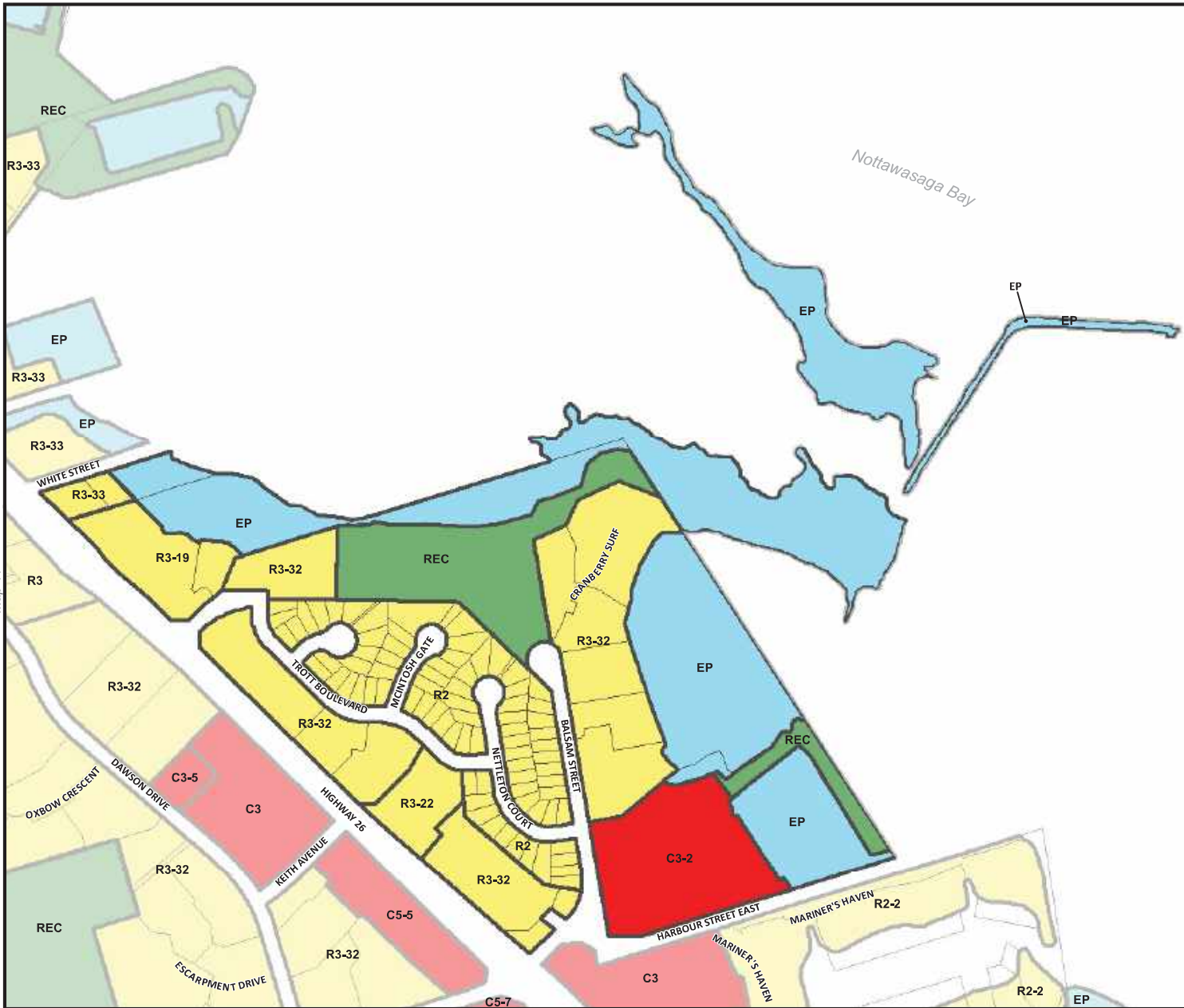


Revised by:
RS

Produced by the Town of Collingwood, Planning Services.
The information contained herein is believed to be correct, however, the Town assumes no liability for negligence, inaccuracies or omissions. This drawing is not a legal survey.



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THIS IS NOT A PLAN OF SURVEY.



Map 12

Map 16

Map 11

**RULES FOR
SIMCOE CONDOMINIUM CORPORATION NO. 314
(THE “CORPORATION”)**

The following Rules made pursuant to the *Condominium Act, 1998*, S. O. 1998, C 9 shall be observed by all owners (collectively, the “Owners”) and any other person(s) occupying the Unit with the Owner’s approval, including, without limitation, members of the Owner’s family, his tenants, guests and invitees at 40 Trott Boulevard, Collingwood (“Property”) and shall include all Common Elements (“Common Elements”).

1. GENERAL

- a) Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, or his family, tenants, guests, servants, agents or 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 of the Corporation (the “Board”) may make to promote the safety, security or welfare of the Owners and of the Property or for the purpose of preventing unreasonable interference with use and enjoyment of the Common Elements and of other Units.
- c) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all Unit Owners and occupants, their families, guests, tenants, visitors, servants or agents. It is the responsibility of the Owner to ensure that all occupants abide by all rules at all times.
- d) The failure by the Corporation to take action to enforce any provision contained in the *Condominium Act*, the declaration, the By-Laws or any Rules or Regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver or right to do so thereafter, nor be deemed to abrogate or waive any such provisions. Moreover, failure of the Board or the company managing the affairs of the Corporation (“Manager”) to enforce any rule on any occasion or occasions shall not be construed as a change in the rules or as permission to continue or repeat breach of such rules.

2. QUIET ENJOYMENT

- a) Owners and their families, tenants, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other owners or their respective families, guests, tenants, visitors, occupants, servants and persons having business with them.

- 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 or Manager shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitor's fees).
- c) No auction sales, garage 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.

3. SECURITY

- (a) Owners shall provide to the Manager the names, and phone numbers of all residents, occupants and tenants of all Units.
- (b) Owners, residents, occupants and tenants are to immediately report any suspicious person(s) seen on the property to the Manager or its staff.

4. SAFETY

- (a) No storage of any combustible or offensive good, provisions or materials shall be kept in any of the Units or Common Elements.
- (b) No barbecues may be used indoors or on patios, terraces or roof decks save and except for Units that have a natural gas connection for the installation of a natural gas barbecue. Propane or charcoal barbecues are expressly prohibited throughout the Property.
- (c) Owners and occupants shall not overload existing electrical circuits.
- (d) Water shall not be left running unless in actual use. Outside taps should be turned OFF at the inside shutoff in the winter months.
- (e) Garage doors should be kept closed when not in use.
- (f) No chimineas or deck heaters may be used, kept or placed on patios, terraces or decks.

- (g) Fire tables or fire pits may be used, kept or placed on patios or terraces with written consent from the Board of Directors.
 - i. Fire Tables must not exceed 1.29m (48”) X 0.61m (24”) high. Fuel supply must be natural gas and connected to the supply line by a professional installer.
 - ii. Fire Pits must not exceed 0.91m (36”) in diameter X 0.61m (24”) in height. They must be lightweight and use only natural gas as a fuel supply. Installation to the fuel supply must be performed by a professional installer.

5. COMMON ELEMENTS

- (a) No one shall harm, mutilate, destroy, alter or litter the Common Elements or any of the landscaping work on the Property, including the artificial trees and pots at The Point.
- (b) No permanent additions/changes to the landscaping may be made without Board or Managers approval in writing.
- (c) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or Common Elements, whatsoever.
- (d) No awning, foil paper or shared shades shall be erected over, on or outside of the windows, patios or terraces without prior written approval by the Board.
 - i. Awnings may be installed on the bay side patios or terraces. Approved awnings will be “Rolltec Deck” awnings either model “Adalia Extreme (10’6” wide x 8’8” projection) or (Adalia Extreme Extenda 10’6” wide x 11’8” projection).
 - ii. Awning fabric to be Sunbrella Canvas Cover material (#8716) with a straight edge valance.
 - iii. Awning control can be either automatic – electric or manual.
 - iv. Awnings must interfere with the fireplace exhaust vents in any way.
 - v. Owners installing awnings will be required to enter into a Section 98 Agreement with the Condominium Corporation.
- (e) No equipment or element shall be removed from the Common Elements by, or on behalf or, any Owner or occupant of a Unit.
- (f) No antenna, aerial tower, satellite dish or similar structure and appurtenance thereto shall be erected on or fastened to any Unit, or any portion of the

Common Elements, except as permitted in the Declaration, or except by the Corporation in connection with a common television cable system.

- (g) No outside painting shall be done to the exterior of the Units, railings, doors, windows, or any other part of the Common Elements by any Owner or occupant.
- (h) The passageways and walkways which are part of the Common Elements shall not be obstructed by any of the Owners or occupants or used by them for any purpose other than for ingress and egress to and from a Unit or some other part of the Common Elements.
- (i) Any physical damage to the Common Elements caused by an Owner or occupant, his family, tenants, guests, visitors, servants, or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such Owner.
- (j) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window or door or stored outside entrance doors.
- (k) 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, kept or maintained on the Common Elements.
- (l) No decorations or lights are permitted on the Common Elements.

6. PETS

- (a) No animal, livestock or fowl of any kind other than two (2) general household domestic pets, being cats, dogs, small caged birds or a fish aquarium shall be kept or allowed in any Unit at any time.
- (b) No animal 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 written notice from the Board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no pit bulls, as defined in the Dog Owner's Liability Act (DOLA), shall be allowed in any Unit. No breeding animals for sale shall be carried on, in or around any Unit.
- (c) Each Owner or occupant must ensure that any defecation by any animal allowed to be kept in such Owner's Unit be cleaned up after immediately so that the Common Elements are kept neat and clean at all times. Should an Owner fail to ensure such, the pet shall be deemed to be a nuisance, and the Owner shall, within two (2) weeks of receipt or written notice from the Board

or the Manager requesting removal of such pet, permanently remove such pet from the Property.

- (d) All animals when on the Common Elements must be leashed at all times.
- (e) No doghouse or other pet container shall be constructed or placed on any, patios, decks or any part of the Common Elements.
- (f) Owner's and/or their guests, visitors, or agents will ensure their pets do not make any unreasonable noise that would disturb the quiet enjoyment of the Property by other Owner's or their occupants.

7. RESIDENTIAL UNITS

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweeping's, garbage, rubbish, rags, ashes, or other substances shall be disposed of therein. The cost for repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the Owner of the Unit that was the cause of such damage.
- (b) No Owner shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to the Unit without the prior consent of the Board.
- (c) No owner shall overload existing electrical circuits in a Unit and shall not alter in any way the amperage of the existing circuit breakers in such Unit.
- (d) 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 government regulatory agencies shall be strictly observed.
- (e) No owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in a Unit or adjacent Common Elements. Each Owner shall immediately report to the Manager to provide access to each Unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the Property.
- (f) Each Owner shall install and maintain a smoke detector or similar fire detection system, and carbon monoxide detector in all Units equipped with gas powered appliances/fireplaces, and such device shall be approved by the Underwriters Laboratories of Canada.
- (g) The temperature of all Units must be kept to a minimum of 15 degrees Celsius during the heating season, whether occupied or not.

- (h) Each Unit shall be used only as a private family residence for fifty-two (52) weeks in any particular period of twelve (12) consecutive months and for no other purposes. No timeshare, interval ownership or fractional ownership of any kind is permitted. Notwithstanding the foregoing, the Owner of a Unit may rent his or her Unit provided that the minimum rental time period shall be two (2) consecutive months in any twelve-month period and that notice is provided to the Management in accordance with the Declaration and these Rules.
- (i) The Manager shall retain a key to all locks to each Unit including security alarm codes. No Owner or occupant shall change any lock or place any additional locks on the doors to any Unit or to the garage or to any part of the Common Elements of which the Owner or occupant shall have the exclusive use or change any alarm code without immediately providing to the Manager a key for each new or changed lock and such alarm code.
- (j) In case of an emergency, the Manager, or its agent, may enter a Unit at any time without notice for the purpose of addressing such emergency in the Unit, excluding any part of the Common Elements, over which any Owner or occupant has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss of Property. The Manager or a member of the Board may determine whether an emergency exists.

8. GARBAGE DISPOSAL

No Owner or occupant shall place, leave or permit to be placed or left in or upon the Common Elements any debris, refuse, garbage or recyclable material, nor shall it be place or deposited in other than an area designated by the Board or the Manager as a garbage depository. Such debris, refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags not exceeding twenty-five (25) pounds per bag in weight and shall be disposed of as directed in the garbage depository. The Owner shall be responsible for disposal of all non-conforming garbage at their own expense and at no time shall any such garbage, debris, refuse or recyclable material be left in or around the Common Elements.

9. TENANCY OCCUPATION

- (a) No Unit shall be occupied under a lease unless prior to a tenant being permitted to occupy the Unit, the Owner shall have delivered to the Board a completed Tenant Information form in accordance with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule 2 attached hereto and an executed copy or the Application/Offer to Lease and the Lease itself.

- (b) In the event that the Owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, and in compliance with Section 134 of the *Condominium Act* (the “Act”), any person or persons intending to reside in the Owner’s Unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the owner comply with the within these Rules and with the Act.
- (c) Within seven (7) days after the termination of any lease (or within seven (7) days of being advised that his tenant has vacated or abandoned the Unit, as the case may be), the Owner shall notify the Board in writing that the Unit is no longer rented.
- (d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation.
- (e) No lease shall be for a period of less than two (2) consecutive months without the approval of the Board.
- (f) No owner shall allow his tenant to sublet or assign any Unit to a third party.
- (g) All owners shall be responsible for any damage or additional maintenance to the Common Elements caused in any way whatsoever their tenants or any occupants and will be assessed and charged for such.
- (h) During the period of occupancy by the tenant, the Owner shall have no right of use of any part of the Common Elements.
- (i) The Owner shall supply to the Board, the Owner’s current address and telephone number where the Owner can be reached during the period of occupancy by the tenant.
- (j) The Owner shall supply the tenant with a copy of the Condominium Rules.

10. PARKING

For the purpose of these Rules, “motor vehicle” means a PRIVATE passenger automobile, station wagon, compact van, light duty pickup truck or motorcycle as customarily understood.

All motor vehicles shall, with exterior mirrors fully extended, trailer hitches, bike racks, etc. attached, fit within the dimensions of the owners parking spot (2.74m wide x 5.74m long) without overhanging the curb, sidewalk, or parking lines.

No motor vehicle parked upon any Common Elements shall exceed 2.1 meters in height.

Any vehicle in violation of the above specifications will not be allowed to park upon any Common Elements and shall be towed away at the owner’s expense.

- (a) No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (b) Parking is prohibited in the following areas:
 - (i) fire zones;
 - (ii) traffic lanes;
 - (iii) delivery and garbage areas; and
 - (iv) roadways; and
 - (v) in front of garage doors
- (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 Manager or the Board. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway or parking space.
- (d) No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Elements, nor in any Unit other than in a designated parking space but which 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 where such parking is limited shall be no longer than is reasonably necessary to perform the service.
- (e) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of 20km/hr.
- (f) No person may place, leave park or permit to be placed, left or parked upon the Common Elements any motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property, including any vehicle which is not properly plated and/or insured. Upon seventy-two (72) hours' written notice from the Manager, the Owner of the motor vehicle shall be required to either move or attend to the motor vehicle as directed by the Manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is left standing or parked other than at a space owned by the Owner or designated "Visitors" parking space, the vehicle may be towed without notice to the Owner and at the Owner's expense.
- (g) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb other Owners. Mopeds and bicycles shall be operated only on the road and in

such manner as not to obstruct traffic. No mopeds or bicycles are permitted to be operated on sidewalks.

- (h) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the Property and no person shall operate a motorized vehicle within the complex without a proper operating licence.
- (i) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to have his motor vehicle towed from the Property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whatsoever caused to such motor vehicle or to the Owner thereof.
- (j) Owners and their tenants are to park in their own designated parking space and NOT in visitors designated parking spaces. Owners are responsible for ensuring that tenants, occupants, family, guests and invitees are aware of and abide by the parking rules and restrictions.

11. TERRACES, PATIOS AND EXCLUSIVE USE AREAS

- (a) Roof decks, terraces or patios shall not be used for cooking and barbequing save and except for Units that have a natural gas connection for the installation of a natural gas barbeque. Propane barbeques are expressly prohibited throughout the Property.
- (b) No hanging or drying of clothes allowed on any terrace, patio or exclusive use area.
- (c) Terraces, patio and exclusive use areas shall not be used for the storage of any goods or materials.
- (d) Only seasonal furniture is allowed on terraces, patios and exclusive use areas. All such items shall be safely secured in order to prevent such items from being blown off the terrace, patio or exclusive use areas by high winds.
- (e) No tents, awnings, shades, flags or outside speakers are allowed or shall be erected on any terrace, patio or exclusive use area.
- (f) No owner, occupant or tenant shall do or permit anything to be done on a terrace, patio or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the Units and/or Common Elements of other Owners, occupants or tenants.
- (g) No decorations or lights are permitted on terraces, patios and exclusive use areas, unless permitted by the Board.

- (h) No planting will be allowed in the terraces, patios/exclusive use areas that allow any type of “climbing” plant. No plantings are allowed to attach to the stonework, and/or brickwork of the buildings or surrounding retaining walls. Owners are responsible for the removal of same.

12. OWNER’S CONTRACTORS, TRADE OR SERVICE PERSONNEL

No contractor, trade or service personnel shall enter upon the Property to perform any work or services in or about any Unit (including an “exclusive use” Common Element area) that may or will affect the Common Elements or common building services unless such persons or firms are:

- (a) employed directly by the Condominium Corporation; or
- (b) employed by a Unit owner in circumstances where the intended performance of work and/or services in or about a Unit has first been approved, in writing, by the Corporation and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation’s written direction; and the owners of the Unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation’s initial costs of supervision (to be adjusted upon completion of the work); and where the Unit owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the Unit owner’s contractor, trade or service personnel including any resulting damage to the Common Elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the Unit owner in the same manner as common expenses.

13. FACILITIES

The following are hereby established as the Rules for the following facilities (“Facilities”):

- (a) Hot Tub
- (b) Swimming Pool
- (c) Shore Area, EPA Area
- (d) Gazebo
- (e) Grassed Grounds

14. GENERAL

Only owners or tenants of residential Units and their families or invited guests have use of the Facilities and use shall be subject to the Rules of the Corporation. Unit owners or tenants must accompany their families and invited guests.

Without limiting the scope of any specific Rule hereinafter established:

- (a) Use of any part of the Facilities is at the user's own risk;
- (b) No one shall mutilate, destroy, alter, deface or litter on the Facilities;
- (c) In the case of apparent need for repairs and/or maintenance of any elements of the Facilities, the Manager shall be contacted and work conducted or designated for completion only by the Manager; and,
- (d) The same Common Element rules should apply including picking up after pets, within the EPA area.

15. SWIMMING POOL

- (a) Pool Hours 8:00 a.m. to dusk each day.
- (b) All persons entering or re-entering the pool area must follow the rules as posted in the pool area and appropriate bathing apparel must be worn in the pool area
- (c) Bathers under 16 years of age shall not be allowed within the pool enclosure unless accompanied by a parent or his/her agent who is not less than 18 years of age.
- (d) The following are NOT allowed in the pool area:
 - i. Any glass or other breakable containers.
 - ii. Radios or other audio equipment, excepting audio equipment used with earphone or ear bud apparatus.
 - iii. Electrical Appliances
 - iv. Pets
- (e) Any deck furniture which is moved shall be replaced to its original location and umbrellas to be lowered.
- (f) No running on pool deck or boisterous play in the pool area at any time.
- (g) Individuals who cannot swim must either remain in the shallow end/or wear floatation aids such as water wings or life jackets.
- (h) All toys/towels/clothing, bottles, garbage etc. are to be removed from the pool area upon leaving (and when not in use). Any belongings left behind may be disposed of by the Corporation.

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- (e) Any deck furniture which is moved shall be replaced to its original location and umbrellas to be lowered.
- (f) No running on pool deck or boisterous play in the pool area at any time.
- (g) Individuals who cannot swim must either remain in the shallow end and/or wear flotation aids such as water wings or life jackets.
- (h) All toys/towels/clothing, bottles, garbage etc. are to be removed from the pool area upon leaving [and when not in use]. Any belongings left behind may be disposed of by the Corporation.