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Heartland Ontario

**PROPOSED RULES FOR
BRANTWOOD PARK**

**A PROPOSED STANDARD (PHASED) CONDOMINIUM
at 200 Brantwood Park Rd., Brantford, Ontario**

This document may be modified from time to time to correct typographical or formatting errors, and to ensure compliance and consistency with legislative changes and updates as well as due to any changes to the proposed condominium development that are relevant to the provisions hereof. Purchasers might not be notified of all changes other than material changes. Notification of a change does not imply or mean that such change is material.

RULES

These Rules shall be observed by every owner, tenant, and occupant of Brantwood Park Condominium and shall be construed in the singular or plural as the context may require, and each such term shall be deemed to include the other and includes all persons in occupancy of any Unit. There are additional provisions of the Declaration that establish rules affecting the use and enjoyment of Brantwood Park Condominium. These Rules supplement and support the provisions of the Declaration. If there is any conflict between the provisions of these Rules and the Declaration, the provisions of the Declaration shall apply.

Definitions

1. In these rules:
 - a. "Act" means the *Condominium Act, 1998* as amended, supplemented or replaced from time to time, and includes all regulations pursuant thereto;
 - b. "Corporation" means Brant Standard Condominium Corporation No. _____;
 - c. "Declaration" means the declaration creating the Corporation, as amended from time to time;
 - d. "Brantwood Park" means the lands in Schedule "A" of the Declaration of the Corporation as amended from time to time; and
 - e. all other terms used herein shall have ascribed to them the definitions contained in the Act and in the Declaration.

Fire Prevention

2. No one shall do or permit anything to be done in, within or on Brantwood Park that conflicts with any federal, provincial or municipal laws or bylaws relating to fire or increase the risk of fire or the rate of fire insurance on the buildings, or any property kept therein, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner, or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal bylaw.
3. No combustible material or flammable goods shall be stored in any Unit or on the common elements unless stored as prescribed by the Board.
4. Barbecuing is not permitted except in such locations (if any) as may be specified as acceptable for that purpose by the Board, and then only provided same does not cause discomfort or annoyance to other Unit Occupants of Brantwood Park.

Traffic and Parking Control

5. The traffic and parking rules established by the Board and the traffic and parking signage posted by or on behalf of the Board shall be complied with by all Unit Occupants and visitors.
6. There shall be no vehicles parked in Brantwood Park, other than as necessary for pickup or delivery of goods, of the type commonly known as a transport truck or of any other vehicle whose primary purpose is the carriage of goods or materials as opposed to the transport of people for non-commercial purposes.
7. No one shall permit any gasoline, oil or other harmful substance to escape on to the surface of the parking spaces, driveways or common elements. No repairs or adjustments to motor vehicles shall be carried out on the common elements. Other than as a temporary expedient, mats, trays or other containers may not be placed on the surface of the parking spaces as an alternative to repairing the cause of the escape of the gasoline, oil or other harmful substance.

Garbage and Recycling

8. All garbage and recycling shall be kept by Unit Occupants within their Units until the pickup days designated by the Board or municipality from time to time. On pickup days garbage and/or recycling for

pickup shall be placed by Unit Occupants in such location or locations and by such time as are designated by the Board from time to time.

9. All papers and cardboard shall be securely tied in bundles and all other garbage and recycling shall be securely wrapped and tied.
10. Composters and digesters are prohibited anywhere in or on a Unit and the common elements.

General Use of Common Elements and Units

11. No Unit Occupant shall do or permit anything to be done in his or her Unit or on the common elements or bring or keep anything therein that creates a nuisance or will in any way obstruct or interfere with the rights of other owners or in any way injure or cause legitimate annoyance to them.
12. No noise of any kind, which in the opinion of the Board or its agent may disturb the comfort of any other occupant of Brantwood Park shall be permitted by anyone nor shall any noise whatsoever, including the playing of musical instruments be repeated or persisted in after request by the Board or its agent to discontinue the same, including any noise caused by any congregation of persons in any Unit or portion or portions of the common elements. Organs, violins, and other musical instruments shall not be played by anyone in any Unit or on the common elements after 11:00 p.m. The sound of radios, MP3 players, tape recorders, and television sets and other such or similar equipment in Units or on the common elements shall be maintained at a level, which in the opinion of the Board or its agent, is calculated not to disturb the comfort of any other occupant and the level of sound therefrom shall, upon the request of the Board or its agent, be sufficiently reduced so that the same is in the opinion of the Board or its agent, not disturbing to the comfort of any other person.
13. No emission shall be allowed from a Unit that, in the opinion of the Board, constitutes a noxious, malodorous, or otherwise offensive nuisance or irritation of any kind whatsoever that can be detected in any other Unit or in the common elements.
14. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of any Unit or the common elements or inside of any Unit if visible from any abutting street or any other Unit or the common elements without the prior written consent of the Board which consent may be refused. The foregoing is not applicable to the Declarant or any Unit owned by the Declarant. The Declarant, has the right to approve or disapprove any signage while it still has any ownership interest in Brantwood Park.
15. No entrance or other signs or plaques referring to the Declarant (or related company) as the developer or builder of this condominium shall be removed, obscured or covered. No other signage (other than as permitted in the Declaration) of any sort at all is permitted either on the common elements or within or on any Unit without the prior written approval of the Declarant while it has any ownership interest in Brantwood Park.
16. Except as approved by the Board in writing, no building or structure or tent or swing set shall be erected and no trailer either with or without living, sleeping, or eating accommodation shall be placed located, kept or maintained on any part of the common elements.
17. No bicycles, carriages, wagons, or shopping carts shall be left at the front of any building or upon the walks or other areas of the common elements generally visible from the other Units. No one will use any such area for the repair or the cleaning of wagons, carriages, bicycles and carts. No one will use any driveway area provided for the parking of an automobile or any other common element area for the storage or repair of any motor vehicle or trailer.
18. The occupant of a Unit will be held responsible for any damage to the common elements caused by moving furniture and/or other items in and out of his or her Unit.
19. The manholes, closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, garbage, rubbish, rags, ashes or other substance shall be thrown therein. Any damage resulting to them from the misuse or from unusual or unreasonable use shall be borne by the occupants causing such damage. Water shall not be left running, unless in actual use either outside or within the premises.
20. Each occupant must provide contents insurance for his or her own furnishings, including personal possessions, and to further insure such occupant with an appropriate legal liability policy as well as such other insurance as may be recommended by his or her insurance agent whose advice each occupant is urged to obtain. All such policies are to be at the expense of the occupant. In addition each occupant must obtain insurance of the improvements to his or her unit. Improvements are determined by reference to the standard unit definition that is set out in the bylaw(s) of the Corporation.