

MARINERS HAVENS CONDOMINIUM CORPORATION AND SHARED FACILITIES RULES AND REGULATIONS

From the Board

Mariners Haven - "A place for navigators seeking a sheltered place for rest, shelter, or protection" - how appropriate.

All Owners at Mariners Haven made a conscious choice to share with fellow Owners in order to enjoy all of what Mariners Haven has to offer on a daily basis. Sharing may not always be easy, however, we have all committed to this concept by navigating a purchase within Mariners Haven.

The Condominium Owners have approved the presented Rules and Regulations and have mandated the Board to be the facilitator. The Board clearly acknowledges that it is impossible to satisfy all individual Owners, and believes it is the obligations of every Owner who wishes to suggest changes to the Rules and Regulations, to do so.

There are two general meetings of all Owners annually. Any suggestions in regards to the Rules and Regulations must be put in writing to the attention of the Manager one month prior to these meetings. This allows for all suggestions to be properly and officially discussed amongst all Owners and if requested, be voted upon.

These Rules and Regulations must be adhered to by every Resident, Guest and Visitors within Mariners Haven to promote the safety, security and welfare as well as preventing unreasonable interference with Residents use and enjoyment.

(Note: For easy clarification while reading the Rules and Regulations all words with first letter of upper casing has a defined definition – see definitions below)

The Owners Elected Board of Directors

Definitions

Definitions

In addition to those words, terms or phrases specifically defined elsewhere in these Rules and Regulations, the words, terms and phrases used in these Rules and Regulations shall have the meaning ascribed to them in the Act, unless these Rules and

Regulations indicates otherwise. The following capitalized words, terms and phrases shall have the following meanings:

- (a) "Acceptable Standard" shall mean:
 - i) with respect to any equipment, device, apparatus, facility or system: efficient and safe operating capability for its intended purpose(s) in accordance with the standards specified by its manufacturer(s)/supplier(s) and prescribed by all applicable laws, regulations and By-laws; and
 - ii) with respect to any structural or other non-operating element and component (including but not limited to landscaped areas) of the Shared Facilities: good repair, consistent and safe functioning capacity, having regard to the standards maintained by a prudent owner of a comparable property of comparable age;
- (b) "Act" or the "Condominium Act" shall mean a law, the Condominium Act 1998, S.O., 1998, c.19 and the regulations pursuant to that Act and as amended, supplemented or replaced from time to time and any successor legislation hereto that has legislated a minimum standard of the rights and duties of the Corporation, Unit Owners, tenants and mortgagees;
- (c) "Board" shall mean the Board of Directors of the Corporation;
- (d) "Building" shall mean a building included on the property;
- (e) "By-law " shall mean the By-laws: 1) passed by the Board; 2) confirmed by the Unit Owners representing a majority of the Units from time to time; and, 3) duly registered pursuant to the Act;
- (f) "Certificate of Lien" shall mean a prescribed form registered on title by the Corporation against the Unit where the Unit owner is in default of his/her/its Common Expenses;
- (g) "Common Elements" shall mean all the Condominium property, including Exclusive Use Common Elements, but excluding the Units and Parts 5 and 6;
- (h) "Common Expenses" shall mean the Unit Owners expenses related to the performance of the objects and duties of the Corporation and all expenses specified as Common Expenses in the Act, the Declaration and Bylaws;
- (i) "Condominium Plan" or "Condominium " shall mean the Condominium plan created by the registration of the Declaration and Description with respect to the Lands as amended from time to time, in accordance with the Land Titles Act, R.S.O. 1990, c.L.5;
- (j) "Corporation" shall mean the Condominium Corporation created within Mariners Haven pursuant to the Act;

- (k) "Declaration" shall mean the document that establishes the legal existence of the Corporation as amended from time to time in accordance with the Act;
- (l) "Description" shall mean the Description of the Corporation required by the Act, submitted with the Declaration for registration, describing:
 - (i) Units 1 to 32 on Level 1, and
 - (ii) the Common Elements, and
 - (iii) the Exclusive Use Common Elements;
- (m) "Director" shall mean an individual who has been elected or appointed to the Board of Directors;
- (n) "Exclusive Use Common Elements" shall mean Common Elements assigned to a specific Unit pursuant to Schedule F of the Declaration to be enjoyed exclusively by the Resident;
- (o) "Indemnity Agreement" shall mean the agreement that may be entered into by the Corporation with any Unit Owner desiring to make any addition, alteration or improvement to the Common Elements pursuant to the provisions of Section 98 of the Act;
- (p) "Lands" shall mean the lands described in Schedule "A" of the Declaration;
- (q) "Manager" shall mean the individual or management company hired to manage the property;
- (r) "Mariners Haven" shall mean the entire development including all Units, Common Elements (includes the Yacht Basin), and Part 5 and 6;
- (s) "Normal Utility Facilities" shall mean all pipes, wires, ducts, cables, conduits, sewers (both storm and sanitary), water mains, telephone cables, television cables, coaxial cables, security systems, gates and barriers and access transmission lines, public utility lines, and automatic outdoor water sprinkler systems which, without limiting the generality of the foregoing, provide power, communication facilities, water, fuel, security and sewage disposal;
- (t) "Officer" shall mean a management official of a corporation appointed or hired by the Board of Directors of the Corporation (whom may or may not be a Director of the Board);
- (u) "Part 5" shall mean the Single Detached Family Residential Dwelling and freehold lands at the end of the westerly pier (Parcel Identifier Number (PIN) 58259-0107);

- (v) "Part 6" shall mean the Single Detached Family Residential Dwelling and freehold lands at the end of the easterly pier (Parcel Identifier Number (PIN) 58259-0056);
- (w) "Private Single Family Dwelling" shall mean a social Unit consisting of parent(s) and their children, whether natural or adopted, and includes other relatives if living with the primary group linked by consanguinity or conjugally;
- (x) "Reserve Fund" shall mean such funds set aside by the Corporation to be used solely for the purpose of major repair and replacement of the Common Elements and assets of the Corporation;
- (y) "Reserve Fund Contribution" shall mean the Corporations contributions to the Reserve Fund within the required Common Expenses;
- (z) "Resident" shall mean any Unit Owner, their spouse, child or children, invitee, servant, guest or visitor and any tenant and any tenant's spouse, child or children, invitees, servants, guests or visitors who occupy or make use of a Unit;
- (aa) "Rules" shall mean the Rules of the Corporation;
- (bb) "Shared Facilities" shall mean the various components of the Common Elements that are not considered Exclusive Use Common Elements, which include, but are not limited to:
 - (i) the entrance/exit (including the gate), roadways, visitors/guest parking, waste disposal area, amenity building, pool and pool area, tennis courts, shoreline protection (rip rap), yacht basin, yacht basin culverts, landscaped area (includes the grounds from the roadways edge to the outer boundary (non Yacht Basin side), the inner side of the roadway where the amenity building, pool and pool area, tennis courts, swimming pool and deck are located, signage, fencing, backup generator, sewage lift station, irrigation pumps, irrigation, and roadway lighting;
 - (ii) all Normal Utility Facilities that service the Units and Common Elements of the Corporation save and except for any Normal Utility Facilities that service only one Unit or one residential building on Plan 51R-18585;
 - (iii) that portion of the surface area of Parts 1, 2, 4, 7, 9, 10, 12, 13, 15, 16, 18, 19, 21, 22, 24, 26, 27, 29 and 30 of Plan 51R-18585 that are designed and designated for the support, passage and parking of motor vehicles or watercraft not otherwise contemplated in the description above; and
 - (iv) regardless of location, all non-residential buildings/structures and the dredging and maintenance of all waterways on Plan 51R-18585; but does not include any Units or the Part 5 Lands and Part 6 Lands other than the armourstone and rip-rap;

- (cc) “Shared Facilities Agreement” shall mean the agreement between the Corporation and the owners of Part 5 and Part 6 for the mutual use, management, operation, maintenance, repair and cost sharing of the Shared Facilities;
- (dd) “Shoreline Protection” shall mean measures aiming at protecting, preserving or restoring the shoreline;
- (ee) “Single Detached Family Residential Dwelling” shall mean the single detached residential dwelling and freehold lands at the end of the westerly pier (Parcel Identifier Number (PIN) 58259-0107), municipally known as 1 Mariners Haven, Collingwood, Ontario; and shall mean the single detached residential dwelling and freehold lands at the end of easterly pier (Parcel Identifier Number (PIN) 58259-0056), municipally known as, 60 Mariners Haven, Collingwood, Ontario;
- (ff) “Standard Unit” shall mean those components of a Unit that are standard and shall be insured under the Corporations property insurance policy subject to various conditions as per the Act, Declaration and Bylaw. Any components not included in the Standard Unit shall be considered an improvement and are the Unit Owners responsibility to insure or not, see Appendix A of this Bylaw;
- (gg) “Status Certificates” shall mean a certificate which sets out sufficient information regarding the Corporation and the Unit to assist prospective purchasers and mortgagees in making an informed decision;
- (hh) “Telecommunication Device” shall mean any signal transmission or signal reception device or any roof antenna or satellite dish or any other antenna, exterior tower antenna or satellite dish antenna for either radio, television, internet or other reception or transmission or for any other purpose and includes any exterior tower or other structure or support device that can be used as a support or otherwise in conjunction with any antenna, satellite dish or other transmission or reception device;
- (ii) “Unit” shall mean a 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;
- (jj) “Unit Owner” shall mean the owner of a Unit and its appurtenant common interest;
- (kk) “Yacht Basin” shall mean the water area within the Condominium Plan;

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(Words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders)

Fire Prevention and Life Safety

1. No one shall do or permit anything to be done in their Unit or within Mariners Haven that will conflict with any federal, provincial or municipal laws or by-laws, relating to fire, which may increase the risk of fire or the rating for fire insurance on the buildings, or any property kept therein.
2. Owners must maintain an operational CSA approved smoke and carbon monoxide detector of no more than ten years old on each floor of the Unit as well as the garage.
3. No combustible material or flammable goods shall be stored in any Unit or within Mariners Haven unless stored as prescribed by the Ontario Fire Code.
4. Firecrackers or other fireworks are not permitted in any Unit or Exclusive Use Common Elements.
5. Barbecuing is permissible by using a CSA approved barbeque on the Yacht Basin side of a condominium unit and provided it does not cause discomfort or annoyance to other Residents within Mariners Haven.
6. Deck decorative flame or heat producing appliances (excluding barbeques) must be CSA approved and must use liquid or gas fuel which can be extinguish

immediately after use. No wood or coals etc. (fuels that can be wind blown) are allowed.

7. Residents are urged to immediately call 911 to report any suspicious person(s) seen within Mariners Haven.
8. Owners shall supply, to the Manager, keys to all entry doors to the Units, as well as alarm codes. However, the Manager shall not be listed with any alarm company as "a person to contact" in the event of an alarm – only as a key holder. Except in the case of emergency the Manager shall not enter or permit someone else to enter without prior specific authorization from the Owner.

Pets

9. No animal that is deemed a nuisance by the Board in their absolute discretion shall be kept in any Unit within Mariners Haven. Any Resident shall within two weeks of receipt of a written notice from the Manager permanently remove such animal from the property.
10. Pets must be on leash and under the control of their owner while out of the Unit.
11. Pets are not allowed in the pool or tennis court areas.
12. Pet owners must ensure that any defecation, by such pet, is cleaned up immediately so that Mariners Haven is neat and clean at all times. Should a pet owner fail to clean up after their pet the pet shall be deemed to be a nuisance
13. Only two pets may be kept in any Unit.

Traffic and Parking Control

14. Only motor vehicles that are operable, with a current motor vehicle license and insurance may be driven or parked within Mariners Haven
15. Only Resident and their Guest/Visitor motor vehicle(s) can be parked in their driveway. Visitors and Guests may temporarily (not overnight unless the driveway and designated visitors parking is full) park on the Unit side of the roadway.
16. In the absence of prior written permission from the Manager or the Board, only Guests and Visitors at Mariners Haven may park motor vehicles on the designated visitor parking.
17. No motor vehicle parked within Mariners Haven shall exceed a height of two metres.
18. Motorcycles shall be licensed and equipped with the most recent noise control device and operated on the roadways and in a manner so as not to disturb other Residents.

19. No repairs or adjustments to motor vehicles shall be carried out on the Common Elements including driveways.

Use of the Unit

20. No Resident shall do or permit anything to be done in their Unit or bring or keep anything therein that will, in any way, unreasonably obstruct or interfere with the rights of other Residents.
21. No instrument or other device may be used that causes noise that will disturb the comfort or quiet enjoyment use of Mariners Haven.
22. No auction sales, private showing (other than a Unit for sale), or public events shall be held in any Unit or on any part of Mariners Haven.
23. Under no circumstances may a Unit be used for any business purpose which would cause a level of noise, odour, traffic, debris or other activity inconsistent with residential use.
24. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside (which can be seen from the outside) or outside of the Unit.
25. No awnings or shades shall be erected over and outside of the windows or doors of a Unit without the prior written consent of the Board. .
26. The use and the covering of all interior surfaces of the glass windows and/or doors appurtenant to the Unit shall at all times be white or off-white or a naturally stained wood material and no other window coverings shall be permissible to be visible from the outside.
27. No Telecommunications Device shall be installed on the Common Elements which includes the exterior of a Unit without prior written consent of the Board.
28. Window air conditioning units are prohibited.
29. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no dental floss, sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein.
30. No Resident shall permit an infestation of pests, insects, vermin or rodents to exist at any time in their Unit or adjacent Common Elements. Residents shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all Residents shall fully co-operate with the Manager to provide access to each Unit for the purpose of eliminating the aforementioned pests. Each Owner is responsible for the cost of eliminating pests from inside the Unit and the Corporations' are responsible for outdoor preventative measures aimed at preventing pest infestations.

Unit Renovations

31. If an Owner project/renovation is going to take more than three days the Owner must advise the Manager accordingly and provide the nature and extent and a reasonable projected completion date.
32. Except for loading/unloading and other extraordinary circumstances, vehicles belonging to contractors or trades shall be parked in the Unit driveway or visitors parking areas. Exceptions may be made with written consent of the Manager.
33. Residents are not authorized to give directions to contractors and/or service providers working on behalf of the Corporations' or Shared Facilities. This is only done through the Manager. Residents, who instruct trades to do work, not authorized through the Manager, will be responsible for any charges resulting from their instruction.

Use of Exclusive Use Common Elements

34. Residents shall keep their Exclusive Use Common Elements in a clean and tidy condition.
35. Only seasonal furniture is allowed.
36. No changes to the gardens within the Exclusive Use Common Elements including the addition of garden decorations are allowed unless with written permission of the Manager
37. Only two originally designed mounted lights are allowed on the deck with the exception of Unit 3 and 36 which had nine lights.
38. Lighting along the walkway shall not be permitted.
39. No hanging or drying of clothing/towels is allowed on the Exclusive Use Common Elements.
40. Holiday season accessories and lighting (CSA designed for outdoor use and preferably white) may be installed from December 1 to January 15).
41. No noise shall be permitted from the use of Exclusive Use Common Elements that interferes with other Residents' comfort or quiet enjoyment of Mariners Haven.

Exclusive Use Common Elements Modifications

42. Owners shall not make modifications of any Common Elements including Exclusive Use Common Elements without prior written consent of the Board. Depending on the nature of the modification an Indemnity Agreement may be required. Please contact the Manager for further details.

Use of Yacht Basin and Unit's Exclusive Use Docks

43. No Resident or Guest or Visitor shall operate any craft within the Yacht Basin whether it is for use in or on the air, water, ice, or snow without proper provincial or federal licensing.
44. Watercraft shall be secured to a dock with fully adequate lines, springs, or chains as appropriate. Every watercraft should have a bow and a stern line and at least one spring line. Sail boat operators shall tie back halyards and lines to avoid noise caused by lines hitting the mast.
45. Within the confines of the Yacht Basin, watercraft shall be operated at the minimum speed for safe operation but not more than 5 knots per hour.
46. Watercraft operators shall enter and leave the Yacht Basin under engine power or paddle, sail power is prohibited.
47. Children under the age of twelve in close proximity to the waters edge shall be supervised at all times by a responsible person of not less than the age of sixteen.
48. Owners of watercraft shall maintain adequate public liability insurance of their watercraft.
49. Residents shall not transfer, rent or permit to be transferred the right to use their dock without the prior written permission from the Board.
50. In the event of an emergency such as a watercraft taking on water and the owner of the watercraft fails to immediately deal with the emergency the Manager has the obligation to take whatever necessary steps is required to eliminate the emergency. Any cost or damage associated in dealing with the emergency will be at the expense of the Owner who has the exclusive use of the dock where the watercraft is moored.
51. Watercraft owners shall not undertake any work on a watercraft in the Yacht Basin or on the dock or dock area without first having obtained approval from the Manager except for normal, day-to-day repair and maintenance.
52. Residents shall not store supplies, accessories, debris, garbage or other material on the dock or dock area unless in Board pre-approved containers.
53. No Resident shall store a watercraft from the first day of December to the last day of March within Mariners Haven unless it is safely stored within the Unit.
54. No person shall water ski or aqua plane within the Yacht Basin.
55. Watercraft shall not extend beyond the Unit's Exclusive Common Element boundary.

Tenancy

56. Each Unit shall be used for single family residential purposes only. For greater clarity, no transient use, as defined below, shall be permitted with respect to a Unit. "Transient Use" of a Unit means, without limiting its generality:
- a. Hotel, rooming house, bed and breakfast establishment or boarding or lodging use;
 - b. The tenancy of a Unit for a period of less than four (4) months;
 - c. Under any arrangement commonly known as time sharing or fractional ownership
57. No Unit shall be occupied by a non-Owner until such non-Owner is properly registered with the Manager. Registration requires a variety of forms and acknowledgements to be signed and filed with the Manager.
58. An Owner who has leased their Unit or has given up their interest to reside in their Unit is prohibited from any use of Mariners Haven during the tenancy.
59. No Owner shall allow the tenant to sublet the Unit to another tenant.
60. No Owner or Resident shall lease or allow the usage of the Unit garage to a non Resident of Mariners Haven without prior approval of the Manager.

General Use of Mariners Haven

61. No Resident shall harm, mutilate, destroy, alter or litter Mariners Haven property.
62. No building, structure, tent, permanent playground equipment, machinery or equipment of any kind and no trailer either with or without living, sleeping, or eating accommodation shall be placed, located, kept or maintained within Mariners Haven.
63. No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery, or equipment of any kind shall be stored within Mariners Haven unless safely stored in a Unit garage.

Garbage and Recycling

64. Residents shall not place, leave or permit to be placed or left in or upon the common elements any debris, refuse, recycling materials or garbage.
65. Normal household debris, refuse, waste or garbage shall be securely wrapped, tied and contained in properly tied polyethylene or plastic garbage bags and placed in the secure dumpster containers located at the designated garbage disposal area of Mariners Haven.
66. Containers and paper shall be placed in the proper recycling bins.
67. Cardboard must be broken down, tied, and neatly stacked beside the recycling bins for weekly pick-up. (Flattened, bound, and not exceeding 30 inches in any dimension).

68. Residents shall arrange for a private pick-up for non household waste items (items the Municipality Disposal Contractor will not dispose) such as sofas, electronics, fridges, washers, dryers, large cartons or crates etc.

Pool

69. Guests and/or Visitors are only allowed to use the pool if the Resident is in Unit . Entry codes are not to be shared and can be obtained by a Resident from the Manager.
70. Individuals using the pool shall do so at their own risk and agree to abide by the posted rules.
71. Children under the age of twelve are prohibited from the pool and pool area unless accompanied by an individual of at least sixteen years of age.
72. No floatation devices are permitted in the pool, except for children's swimming aids.
73. Individuals using the pool shall place towels on pool furniture to protect the furniture from suntan lotion etc.
74. Only non glass/unbreakable food and beverage containers are allowed in the pool enclosure.
75. Food waste shall be taken back to the Unit or to the dumpster in the garbage area, in order to prevent pests (raccoons, ants etc.)
76. Individuals using the pool shall keep change rooms tidy for everyone's use
77. The number of the Guest and/or Visitors shall be limited to numbers that do not infringe on other Residents' use of the facilities
78. Individuals using the pool shall return pool furniture to its original position, after use, for other Residents' enjoyment.
79. No person wearing diapers shall enter the pool
80. If footwear is worn in the pool – it must be of the appropriate "water shoe" type and cleaned before entering the pool.

Tennis Courts

81. Tennis courts are exclusively for tennis. Roller/inline skating, bicycling, skate boarding etc. is prohibited.
82. Guests and/or Visitors are allowed to use the facilities only if the Resident is in Unit. Entry codes are not to be shared and can be obtained by a Resident from the Manager.

83. Use of the tennis courts should be limited to one court per Unit at any one time and for a maximum of one hour unless no other Residents are interested in using the courts.
84. Proper non-marking footwear shall be worn in the tennis enclosure.
85. Quiet and properly maintained mechanical tennis equipment may only be operated in the tennis enclosure between 9AM and 5 PM, with due consideration for other Residents in the immediate vicinity.

Compliance Obligations

The Board and the Manager are not responsible for any accident or injury occurring within Mariners Haven nor the loss, damage or destruction of personal property.

Any loss, cost of enforcement (including administration fee) or damages incurred by the Corporations' by reason of a breach of any of the Rules and Regulations by any Resident including their Guest or Visitor, shall be borne by the Owner in which the Resident resides and will be collected in the same manner as common expenses.

In the event of any conflict between these Rules and Regulations and the Condominium Corporations' Documents, or the Condominium Act of Ontario the later shall prevail.