

SCHEDULE 'B'

RULES AND REGULATIONS: GUIDELINES FOR COMMUNITY LIVING

We love our Community and we know you do, too! In order to provide everyone with an enjoyable lifestyle, it is necessary that we all abide by a common set of Rules and Regulations ("Guidelines"). We are all sharing this Community and these Guidelines are intended to be fair and reasonable to you, your neighbours and the people who work here.

Please read this carefully, as these Guidelines are a legal part of your Lease Agreement and are intended to be observed by all Homeowners and Visitors to the Community.

VISITORS

1. **VISITOR DEFINED.** A Visitor is defined as anyone who does not reside in the Community but is present in the Community. This can include, but is not limited to, family, friends, service workers, delivery people, trades people, anyone invited or hired by you, anyone who "drops by", or anyone else who visits the Community for any reason.
2. **VISITOR ACTIONS.** The Homeowner is responsible for supervising the actions and behaviour of their Visitors, to prevent noise, profanity, messiness, defacement or damage to the Community, or any other actions or inactions that could reasonably be considered to be damaging or a nuisance to other homeowners or the Community Owner.

USE OF STREETS AND PARKING AREAS (as may be applicable)

3. **SPEED LIMIT.** The Homeowner is responsible for following posted speed limits.
4. **PERMITTED MOTORIZED VEHICLES.** Licenced motorized vehicles only are permitted in the community for transportation purposes. Motorized unlicensed recreational vehicles, including, but not limited to, motorcycles, dirt bikes, all-terrain vehicles (ATV's), snowmobiles or any off-road motorized vehicles are not permitted in the Community.
5. **GOLF CARTS.** Electric golf carts are permitted on the roadways in the Community and are to be operated by a licenced driver. The owner must have proper liability insurance, and provide a copy to the Community Owner. Alcohol must not be consumed while operating a golf cart.
6. **PARKING.** The Home Site driveway is for the parking of private passenger cars and trucks up to ¾ ton. All other vehicles, including, but not limited to trailers, boats, campers, and recreational vehicles are to be parked outside the Community, or in the RV parking area designated by the Community Owner. No vehicles are to be parked on roadways, particularly overnight. Vehicles left in unauthorized areas may be towed away at the risk and expense of the vehicle's owner.
7. **CAR REPAIRS.** Repairing of vehicles is not permitted in driveways, on streets, or any common areas. Unlicensed or inoperable cars are not permitted in the Community or on the Home Site.
8. **INDIVIDUAL STREET LIGHTS.** In the case of individual street lights that are located on the home site, the Homeowner will ensure that the light bulbs are changed as needed and that the light functions as designed, at the expense of the homeowner unless the Community Owner consents otherwise in writing.

HOME SITE IMPROVEMENTS (as may be applicable)

9. **APPROVAL.** The Community Owner has the right to approve the location and appearance of any buildings, additions, fixtures, awnings, patios, decks, landscaping, or other changes to the Home Site. Approval is to be requested on an Application to Alter form, obtainable from the Community Owner. Work is not to begin unless and until approval is granted. In the event that the Homeowner does not comply with the approval, or does not complete or maintain the improvement, then the Community Owner, at its sole discretion, may enter the Home Site and restore the Home Site to its original condition.

10. **TREES.** The Homeowner agrees that any trees planted on the Home Site become part of the Home Site, and therefore the property of the Community Owner. The pruning or removal of these trees is to be done by the Homeowner, but only with the Community Owner's approval.
11. **SHEDS.** Sheds are not permitted on Home Sites without express written approval of the Community Owner. A Homeowner wishing to install a shed needs to submit a completed Application to Alter form and receive approval from the Community Owner prior to start of construction of any shed or structure.
12. **FENCES.** No fence of any kind is permitted on the Home Site.
13. **CLOTHESLINES.** Hanging or drying of clothes outside is only permitted on the umbrella style clothes dryer approved by the Community Owner.
14. **TENTS.** No tents or other temporary structures are permitted on the Home Site.
15. **WINDOW COVERINGS.** No sheet plastic, flags, foil, or other like materials are to be used on windows, and may be removed by the Community Owner at the Homeowner's expense.
16. **AIR CONDITIONING.** Only central air conditioning units of a type approved by the Community Owner are permitted. Window units are not permitted except as pre-approved with an Application to Alter.
17. **SUPERVISION OF CONSTRUCTION.** Work being done on improvements is to be undertaken in a reasonable manner taking into consideration the disturbance to neighbouring homeowners. Work should take place between 8:00 am and 5:00 pm Monday to Friday, unless the work is of an urgent nature, or there is prior written approval from the Community Owner. Any work being performed by anyone other than the Homeowner is to be supervised by the Homeowner, who is to be on site as the work is being done. The Community Owner reserves the right to supervise and direct the tradespeople of the Homeowner if it deems it to be necessary, and the Homeowner will reimburse the Community Owner any reasonable costs incurred as a result. Any trades people or contractors doing any work within the Community must be able to provide proof of WSIB coverage and \$2 million in liability insurance.

PETS

18. **PETS PERMITTED.** Pets are permitted on the Home Site, in accordance with municipal bylaws.
19. **CONTROL.** Pets are to be kept under the Homeowner's or Visitor's control at all times. When a dog is being walked, it must be on a fixed leash that is less than 2 meters in length. When a pet is on the Home Site outside of the home itself, it must be on a leash accompanied by a handler. Pets may not be left alone outside tied, tethered or chained. Any Homeowner whose pet is found to be contributing to an unacceptable noise level, or which is displaying behaviour that endangers or infringes on the rights of others will be given notice to remove the animal from the Community.
20. **HEALTH.** All pets must be tagged, have proper shots, and comply with local bylaws.
21. **MESS.** The Homeowner must care properly for their pet and must clean up any mess or repair any damage that has occurred as a result of activities of the animal.
22. **SERVICE ANIMALS.** Seeing-eye dogs or other animals intended to provide special aid to a Homeowner will not be deemed a pet, but must still comply with these rules. Written approval for a service animal must be obtained prior to bringing it into the Community.
23. **INFORMATION.** Verification of issues concerning a pet may be requested by the Community Owner at any time and it is the Homeowner's responsibility to supply this information immediately. This could include, but is not limited to, verification of vaccination, health of the animal, past behaviour concerns, breed of animal, or any other information the Community Owner deems relevant.
24. **DEFAULT REGARDING PETS.** Decisions regarding pets will be made by the Community Owner in its sole discretion. The Homeowner will take action if the behaviour of their pet infringes on the rights of others. In the event the pet constitutes a danger or public nuisance, the Community Owner reserves the right to remove the pet from the Community immediately. Any charges incurred by the Community Owner as a result of damages by a Homeowner's pet will be charged back to the Homeowner and immediately deemed payable as additional rent.

25. **MUNICIPAL ANIMAL CONTROL.** The Community Manager has given permission to the municipality to strictly enforce regulations relating to animals.

COMMON AREAS (AS MAY BE APPLICABLE)

26. **PONDS.** The Homeowner acknowledges that the ponds located in the Community are not intended for swimming or any other recreational use, and that the Community Owner does not provide lifeguards or safety equipment for the ponds. The Homeowner will take all reasonable precautions in and around the ponds to minimize any risk to health and safety. Use of the ponds by the Homeowner, their Visitors or their Pets is against the advice of the Community Owner and solely at the risk of the Homeowner.
27. **RECREATION FACILITIES.** Any clubhouse and other common areas and recreational facilities are for the use of the homeowners. Visitors will be permitted only while accompanied by the Homeowner who invited them, who is responsible for them. The Homeowner agrees that the Community Owner assumes no liability directly or indirectly for the use of exercise equipment, or recreational facilities in general, by the Homeowner or their Visitors. No one under the age of eighteen (18) is permitted to use the recreational facilities, especially a Clubhouse, unless accompanied and supervised by the Homeowner.
28. **CLUBHOUSE.** A Clubhouse is intended for the use of all homeowners first and foremost and is only available for private functions if the function does not interfere with its use as a Community facility. No goods or services may be sold for profit, nor may any activity that could reasonably be called a business be conducted in the Clubhouse or on the common grounds without prior written permission from the Community Owner. All Homeowners must sign a release and waiver form and obtain sufficient third party general liability insurance prior to using the Clubhouse for a private function. If alcohol is to be served at a private function, users must obtain a valid permit and follow all legally required procedures. Pets, with the exception of service animals, are not permitted in the Clubhouse. The hours of operation are as posted by the Community Owner.
29. **EXERCISE ROOM.** Proper exercise clothing is required in an exercise room. Clean, indoor athletic shoes are to be worn at all times while in the room. Benches, mats and equipment are to be wiped off with a towel after each use as required. No food or drinks other than rehydration liquids are permitted in the exercise room.
30. **POOL.** The Homeowner acknowledges that children under the age of 18 are only allowed in any pool and change rooms during hours as posted at the pool and must be accompanied by the Homeowner. Children must be toilet trained; the use of diapers in the pool is not permitted. All other posted rules relating to the use of the pool apply equally to children.

COMMERCIAL ACTIVITY

31. **SOLICITING.** Selling activity, door-to-door canvassing or collecting, distributing flyers or advertising, or any other soliciting activity is not permitted in the Community by the Homeowner or by anyone else without prior written permission of the Community Owner. The Homeowners' Association or related organizations may distribute Community related material.
32. **SIGNAGE.** No advertising signs are permitted in the Community except for election signs, "For Sale" signs advertising the sale of the home and building contractor signs only during a period of renovation. Signs are to be of reasonable size and the appearance and location of the sign are subject to the approval of the Community Owner.
33. **SALE OF HOME.** In the event of a home sale, the Community Owner will have a Right of First Refusal to purchase the Home at the price and subject to substantially the same terms and conditions in a bona fide acceptable offer received by the Homeowner for the purchase of the Home. The Community Owner will have 72 hours within which to exercise the Right of First Refusal in accordance with the R.T.A.

GARBAGE

34. **GARBAGE DISPOSAL.** All garbage is to be properly stored out of sight until collection day in containers that will prevent nuisance animals from scattering it around. Composting is not permitted on the Home Site without the prior written permission of the Community Owner. The Homeowner will not allow litter, debris, or any unsightly accumulations on the Home Site. Garbage collection will be as directed by the Community Owner.

GENERAL

35. **FIRES.** Open fires, fireworks, or firearms are not permitted on the Home Site or on Common Areas without the express written approval of the Community Owner.

36. **NUISANCE ANIMALS.** Feeding of wildlife is not permitted; specifically seagulls, raccoons, wild or feral cats, or any other animal that could become a nuisance.

37. **QUIET ENJOYMENT.** The Homeowners will ensure they and their guests conduct themselves at all times in ways that do not infringe on the right of their neighbours to quiet enjoyment of their homes and lifestyles.

38. **GOVERNMENT REGULATIONS.** Any infraction within the Community by the Homeowner or their Visitors of any laws, statutes or regulations of any level of government having jurisdiction will constitute a breach of this Lease Agreement.

39. **AMENDMENTS.** The Homeowner agrees that these Guidelines may be changed, updated or added to by the Community Owner upon notice to the Homeowner.