



# Rules

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## Introduction

Prior to moving into a condominium, many of us lived in a single-family, detached house. We could make as much noise as we wanted, paint our door or house any colour we chose, put up bizarre curtains or install a radio, television or satellite antenna if we wished. Moving into a condominium changes all that.

In a condominium, all residents should be able to enjoy living in our units and using the common elements. However, it is important that our enjoyment does not adversely affect or neighbours. The Condominium Act authorizes our Board of Directors (Board) to make or amend rules to help us live together in a friendly and harmonious atmosphere. It is not possible to foresee every circumstance that could arise, but we hope that everyone will use common sense when problems arise and that simple courtesy will prevail.

The following Rules apply to all owners, residents, visitors, guests and their employees or agents (collectively, Residents). The owner of a unit (Owner) is responsible for his or her tenants, visitors, guests, employees and agents who breach these Rules. The Board and management are required to enforce these Rules.

All Residents should be familiar with and follow these Rules to avoid conflict and provide for the maximum comfort and enjoyment of us all.

## Individual Units

### 1 General

- 1.1 Toilets, sinks and other water apparatus in a unit shall only be used for the purposes for which they are constructed. No sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown into them. If unusual or unreasonable use or misuse of them by any Resident in a unit causes damage to them or to plumbing apparatus inside or outside the unit, the Owner is responsible for the damage.
- 1.2 Water shall not be left running unless in actual use.
- 1.3 Residents shall not overload plumbing facilities or electrical circuits in their units.



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- 1.4 No auction, garage, estate, contents or yard sale shall be held on the property without the prior written permission of the Board.
- 1.5 No stores of any combustible or dangerous goods shall be kept in units or anywhere on the property without the prior written consent of the Board.
- 1.6 Residents shall maintain a regularly serviced smoke alarm in each unit.
- 1.7 No wall, floor, door, window, toilet, bathtub, washbasin, sink, heating, air-conditioning, plumbing or electrical installation in or forming part of a unit shall be installed, removed, extended or altered without prior written consent of the Board. Residents do not need the consent of the Board to paint or decorate within a unit. No drilling or other intrusion is allowed into ceilings without the prior written consent of the Property Manager. Owners are liable for damage to heating elements caused by drilling into the floor or ceiling.
- 1.8 Residents shall immediately report to management any incidences of pests, vermin or rodents. Upon receiving notice in writing, each Resident shall permit entry to his or her unit by staff and authorized pest control personnel for the purpose of conducting pest control operations, shall co-operate and shall prepare the unit in the manner prescribed in the notice.
- 1.9 All renovations require completion of a Suite Renovation Agreement.
- 1.10 Owners are responsible for the cost of the removal and replacement of any fixtures, tiles or other improvements they install in their units should removal be necessary for the maintenance or repair of any common elements such as plumbing, heating or electrical wiring.
- 1.11 No Resident shall install a clothes washing machine or clothes dryer in his or her dwelling unit.

## **2 Unit exterior: doors, balconies and windows**

- 2.1 Signs, advertisements or notices shall not be inscribed, painted, affixed or placed outside of units on any part of the building without prior written consent of the Board. Signs, advertisements and notices may only be posted by Residents on boards provided for this purpose. Wreaths, decorations and door knockers on the hallway side of unit doors are permitted, unless deemed by the Board, acting reasonably, to inappropriate.



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- 2.2 During holidays, temporary decorations for Christmas and other festivities are acceptable for reasonable periods. Only temporary fasteners may be used; no nails or permanent fasteners are permitted. Any Resident wishing to otherwise alter the exterior of the unit door must make an application to and receive approval from the Board.
- 2.3 Nothing shall be placed on the outside of balcony walls or windows.
- 2.4 Nothing shall be thrown out of the windows or doors or from balconies.
- 2.5 No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or balcony.
- 2.6 Hanging or drying clothes on balconies is permitted only when the clothing cannot be seen from the outside of the building.
- 2.7 All items on balconies other than seasonal furniture, plants and planters must not be visible from the outside of the building.
- 2.8 All items on balconies must be secure against wind. Owners are responsible for any damage to people, neighbouring balconies and common elements caused by anything blown, thrown or dropped from balconies or windows.
- 2.9 Washing of balcony floors shall be done in a manner that does not allow water to fall over the sides of the balcony floor.
- 2.10 Barbeques are not permitted on balconies.
- 2.11 Erecting or fastening any television antenna, aerial, dish or similar structure to any unit or common element is prohibited.
- 2.12 In order to maintain a pleasing appearance for the building, written consent of the Board is necessary before putting up any awnings, curtains or shades outside the windows or balconies. The Board shall have the right, in its absolute discretion, to prescribe the shape, colour and material of such awnings, curtains or shades to be erected.
- 2.13 No one shall place any reflective or insulating materials or coverings in or on any exterior window or door unless written consent is given by the Board. No foils, drapes or blinds with reflective backing are permitted.



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### **3 Keys, locks and fobs**

- 3.1 Fobs are registered to a specific Owner or tenant. That person is responsible for its use and misuse. If a certain fob is used in such a manner as to pose a security risk, the Property Manager may deactivate it.
- 3.2 A lost or stolen fob must be reported immediately to management so that it may be deactivated. Unless it is reported, the registered fob holder will be held responsible for any misuse of a lost or stolen fob.
- 3.3 If guests are given permission to occupy a residential unit during a Resident's absence, management shall be notified in writing of the names of such guests, dates of occupancy and their automobile licence numbers. No guests will be admitted to the property nor permitted to occupy any residential unit or parking spot unless such information is so provided.
- 3.4 Building access doors shall not be left unlocked or wedged open for any reason.
- 3.5 For reasons of safety, no Resident shall install additional or alternate locks on the access doors to any unit without the prior written consent of the Property Manager. In all such cases, the unit door lock must be keyed to the master key. If a door lock is installed by a Resident without the written consent of the Property Manager, the Owner will bear the costs related to damage caused to the door or lock should a fire or flood occur. Costs of changing the lock will also be borne by the Owner.

### **4 Owners and tenants**

- 4.1 No unit shall be occupied and used for any purpose other than as a private, single family residence.
- 4.2 Owners who intend to lease their units shall provide their prospective tenants with copies of the Declaration, By-laws and Rules of the corporation.
- 4.3 Owners shall arrange for tenants to go to the management office prior to moving in, in order to complete a Resident's Information Sheet. This Sheet will include confirmation that the tenant has received and will abide by the Declaration, By-laws and Rules of the corporation.



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- 4.4 Only tenants who have signed a Resident's Information Sheet shall be permitted to book an elevator and/or move into the building.
- 4.5 Owners shall provide management with a copy of any lease of a unit, the full name or names of the tenant(s) and occupant(s) and the permanent address and emergency telephone number of the Owner. In the event that the Owner fails to provide a copy of the lease, anyone other than the Owner residing in the unit shall be deemed to be a trespasser and entry to or upon the common elements may be expressly denied to such persons by the corporation.
- 4.6 All tenancies for units shall be in writing.
- 4.7 Within seven (7) days of ceasing to lease a unit or within seven (7) days of being advised that a tenant has vacated or abandoned the unit, the Owner shall notify the corporation that the unit is no longer occupied.
- 4.8 Owners remain directly responsible to the corporation for all common expense assessments and any other charge the Board may direct to the unit, notwithstanding the leasing of the unit.
- 4.9 Owners who lease their units shall take all necessary measures, including legal proceedings, at their sole expense to terminate such tenancy and to obtain vacant possession of the unit in the event any tenant occupying the unit has breached and continues to breach any provisions of the Condominium Act, Declaration, By-laws or Rules.
- 4.10 All initial leases between an Owner and a tenant shall be for a period of twelve (12) months or more.

## **5 Recycling and waste**

- 5.1 Refuse that can be recycled and organic waste shall be disposed of in the recycling room in accordance with guidelines established from time to time by the City of Toronto.
- 5.2 Non-recyclable refuse shall be placed in bags, securely tied and put in a garbage chute. The bags must be sufficiently small to easily fit into the garbage chute without getting stuck.



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- 5.3 Garbage chutes may only be used from 7:00 a.m. to 10:00 p.m.
- 5.4 The following items may not be put into a garbage chute: items that may block the chute; flammable materials or liquids; recyclable items; hazardous or organic waste; glass, porcelain or other material that may shatter upon landing; or aerosol cans.
- 5.5 Items that cannot be recycled or put in a garbage chute, including breakable materials, should be disposed of in the appropriate bin in the recycling room.
- 5.6 Large items to be disposed of which do not fit into the garbage bins shall be placed inside the garbage shed at the back of the building during the posted hours.
- 5.7 For reasons of sanitation and infestation prevention, items in the garbage or recycling bins or placed inside the garbage shed are not to be brought back into the building. Removal of items from any garbage or recycling bin (“dumpster diving”) is not permitted.

## **6 Civility and noise**

- 6.1 No Resident shall act in a manner deemed by the Board or management to be unmanageable, rude, disruptive, aggressive, abusive, threatening or harassing in nature toward any Resident, Board member, Property Manager, staff, employee, agent, invitee or contractor of the corporation or management.
- 6.2 No Resident shall interfere with or impede the Board or management from carrying out their duties and obligations pursuant to the Condominium Act, Declaration, By-laws, Rules or any agreement to which the corporation is a party.
- 6.3 Residents are required to wear proper attire, like footwear, shirts (clothes that one would wear out-of-doors) or bathing suit cover-ups, when using common hallways, entrances or elevators.
- 6.4 Door-to-door solicitation is not permitted. By law, exceptions are made for federal, provincial and municipal elections.



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- 6.5 For the peace and comfort of all Residents, children are not to be permitted to play in the corridors.
- 6.6 Any noise that, in the opinion of the Board or the Property Manager, disturbs the comfort or quiet enjoyment of the units or common elements by other Residents is not permitted.
- 6.7 CD, DVD and mp3 players, radios and similar devices shall only be used by Residents in or on the common areas with earphones at a volume that no other person can hear.
- 6.8 Repairs, hammering, drilling or other related activity that creates noise or disturbs other Residents in any way is only permitted between 8:00 a.m. and 6:00 p.m. Monday through Saturday, and not at all on Sundays and statutory holidays.
- 6.9 If a Resident wishes to install a hard surface floor such as hardwood or tiles instead of carpeting, the written consent of the Board must be obtained. This consent may be withheld unless the person installs and maintains sound attenuation materials approved by the Board to prevent any noise disturbance to surrounding units and agrees in writing to be responsible for all costs of installation, maintenance and repair of the hard surface floor and the sound attenuation materials, and for damage to any portion of the common elements resulting from the installation of the hard surface flooring and sound attenuation materials.
- 6.10 If the Board receives complaints about noise coming from a particular unit, the Board may, after investigating the complaints and being reasonably satisfied they are legitimate, require the Owner to take all necessary measures to abate the noise transmission which may require the Owner to, among other things, install and maintain under-padding and/or carpeting sufficient to prevent any noise disturbance to surrounding units, on at least 85% of all floor surfaces in each room within the unit, except for kitchens, bathrooms and closets, if the Board in its reasonable discretion believes that this may alleviate the problem.



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## **7 Pets and animals**

- 7.1 Pets must be carried or on a short leash everywhere on the property of the corporation except inside individual units.
- 7.2 No pet that the Board considers a nuisance shall be kept by any Resident in any unit or in any other part of the property. If a Resident receives written notice from the Board or Property Manager requesting removal of the pet, the Resident shall, within two (2) weeks, permanently remove the pet from the property.
- 7.3 A pet may be declared a nuisance by the Board in its discretion, including but not limited to where initial complaints regarding barking, aggressive behaviour, damage to gardens or other property, or urinating or defecating anywhere on the property are not resolved by the Resident.
- 7.4 Residents shall not feed pigeons, squirrels or other undomesticated animals anywhere on the property.
- 7.5 Pets are not allowed to roam freely in corridors or other common areas, including the elevators.
- 7.6 For the comfort and safety of all Residents, no pets or animals are permitted in the library, laundry room, gym, pool, recreation room, patio or multi-purpose room.
- 7.7 Pet owners shall not allow their pets to urinate or defecate anywhere on the common areas of the property.

## **Common areas and shared facilities**

### **8 General**

- 8.1 Heavy furniture shall not be moved so as to mark floors, halls, walls, landings or stairs.
- 8.2 Sidewalks, entries, passageways and stairways shall not be obstructed in any way by any Resident.



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- 8.3 In accordance with Fire Code Regulations which require free access, the corridors and stairwells must always be kept clear. Footwear, umbrellas, doormats, packing cases, similar items or other obstructions must not be left in the corridors.
- 8.4 Fire routes must be kept clear at all times.
- 8.5 No items shall be placed in the corridor, either inside the back door or on the floor on which the suite is located.
- 8.6 Smoking is not permitted anywhere on the interior common elements or within ten (10) metres of any entrance.
- 8.7 Anyone responsible for a spill or mess in the common areas must clean it immediately. If unable to do so, the person responsible must advise either management or security personnel immediately.
- 8.8 In accordance with fire regulations, no resident shall tamper with any fire alarm or fire system components.
- 8.9 In order to keep our property pleasing in appearance, no one shall harm or uproot existing plants or plant new ones anywhere upon the common elements.

## **9 Common areas**

- 9.1 All common areas are for the use of Residents and their guests only, not for non-resident Owners or other outsiders.
- 9.2 In order to serve others, books removed from the library must be returned to the library.
- 9.3 All persons using the swimming pool, gym or any other common area do so at their own risk. Neither the Board nor management nor any other agent or staff member of the corporation is responsible for accidents, lost or stolen property or any other damages to persons or property.
- 9.4 The only food permitted in the gym, pool, library, laundry room or multi-purpose room is small snack items. Residents are responsible for cleaning



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up any mess resulting from the consumption of such snack items in the common areas.

- 9.5 All children under the age of 16 must be accompanied by an adult Resident at all times in the gym, sauna, pool and change rooms.
- 9.6 Running, yelling, ball throwing or horseplay are not permitted in any of the recreational facilities or other common elements, including the grounds.

## **10 Pool, sauna and exercise room**

- 10.1 Change room lockers are not to be used to store items overnight or for extended periods of time. Any lockers that are being so used will be emptied.
- 10.2 For reasons of health and good hygiene, everyone must take a thorough shower before entering or re-entering the pool.
- 10.3 Proper swimming attire must be worn at all times when using the pool. T-shirts or shorts are not permitted.
- 10.4 The sauna is designed for dry heat only. Putting water on the rocks is prohibited because it will damage the heating element.
- 10.5 In the exercise rooms, proper sneakers/soft-soled shoes, shorts or pants, and shirts must be worn at all times.
- 10.6 Equipment is available on a first-come, first-served basis and may not be reserved or removed.
- 10.7 No glass, china or any other breakable containers are permitted in the gym, sauna, pool or change rooms at any time.

## **11 Other common area rooms**

- 11.1 Residents may reserve a room with management for private parties or meetings. The Recreation Room Rental Agreement, deposits and payments relating to the reservation must be submitted to management to secure the room. Any security deposit will be refunded after the room is inspected by management and found to have no damage. If there is damage and the cost



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to repair it exceeds the amount of the security deposit, the Resident will be responsible for the total cost of the repair.

- 11.2 All left-over food and personal effects must be removed from the recreation room once the meeting, party or gathering is over.
- 11.3 Any commercial activity that is to occur in any of the rooms must be declared to and approved by the Board.
- 11.4 Residents may have non-exclusive use of the recreation room when it is not booked for private events.
- 11.5 Residents may book a barbeque with management or security for private use. The Barbeque Use Agreement and a deposit relating to the reservation must be submitted to management to secure a barbeque. Any deposit will be refunded after the barbeque and adjacent area is inspected by management and found to have no damage. If there is damage and the cost to repair it exceeds the amount of the deposit, the Resident will be responsible for the total cost of the repair.
- 11.6 Residents may book the hobby room for private use. Room use is on a first come/first served basis.
- 11.7 Residents working in the hobby room must not use sprays or solvents with strong odors, as the room is not ventilated for such use.

## **12 Elevators**

- 12.1 Elevator reservations for full suite moves, in or out of the building, or from one floor to another, must be made with management as far in advance as possible.
- 12.2 Prior to a move, the Resident shall complete the Elevator Reservation Agreement and provide management with the deposit as specified in such Agreement.
- 12.3 Moves are allowed Monday to Friday between 9:00 a.m. and 4:00 p.m., and 6:00 p.m. to 10:00 p.m.; on Saturday from 9:00 a.m. to 7:00 p.m.; and Sunday from 10:00 a.m. to 4:00 p.m.



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- 12.4 All moves and deliveries of large items must be made in or out of the building through the back door; this includes items which cannot be carried (or pulled, in the case of luggage) by an individual.
- 12.5 When the delivery of any item that requires the service elevator for a single “up and down” trip conflicts with a reservation of that elevator for a move, and when the two Residents are unable to cooperate to allow the delivery, the Resident accepting a delivery must contact management or security personnel which are authorized to step in and permit both the delivery and the move to proceed in an orderly manner.
- 12.6 When it is necessary to hold the elevator door open briefly, Residents should use the “Door Open” button to do so. The door must not be held open by any other means (i.e. bodily or by using a large object) as costly repairs can result.
- 12.7 Jumping and climbing within the elevator cab is prohibited. If the elevator is in motion, jumping could cause it to stop between floors, creating a potentially dangerous situation for Residents and necessitating a call to a technician. Any cost for such a call will be charged back to the Owner.
- 12.8 In the event of a fire. Elevators are under the control of the fire department and are not to be used.

### **13 Bicycles**

- 13.1 Residents must sign a Bicycle Agreement and have authorization from management to park bicycles in the bicycle rooms. Management will assign a spot, provide a numbered tag that must be attached to the bicycle, and update the Resident’s fob to provide access to the bicycle room.
- 13.2 The bicycle rooms are only for the use of Residents.
- 13.3 Only one bike spot will be allocated to a Resident.
- 13.4 Bicycle owners are responsible for their own bicycles and their security.
- 13.5 When bringing bicycles in or out of the building, other than via a bicycle room, Residents must use the rear entrance to the building. At no time should a bicycle be brought through the front entrance.



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- 13.6 Bicycles may only be parked or stored in a designated spot in a bicycle room, in a storage locker, in a unit, or at one of the outdoor racks at the front or rear of the building.
- 13.7 Bicycles left anywhere on the property, other than in the above-mentioned locations, will be removed and disposed of at the discretion of the Property Manager. This includes bicycles locked to posts, fences or rails and unauthorized bicycles in the bicycle room.
- 13.8 A maximum of two (2) bicycles may be locked up at one spot in the bicycle rooms, providing that they are parked in such a way that they do not obstruct other people's access to their bicycles or bicycle spots.

## **14 Motor vehicles and parking**

- 14.1 The corporation shall assume no responsibility for any damages or loss of personal property however so caused in any parking area.
- 14.2 No vehicle of any kind shall be driven on any part of the common elements other than on a surface roadway, driveway or ramp. The speed of vehicles is limited to 10 KM/hour.
- 14.3 No vehicle may be parked on any part of the common elements other than a designated parking space.
- 14.4 Designated parking spots at the back of the building are for the temporary use of trades, contractors, garbage trucks, fire trucks and delivery personnel. Parking in these spots is prohibited to residents and their guests.
- 14.5 Only a passenger automobile, motorcycle, minivan, truck or other object on wheels may be parked in a designated spot. One cannot store tires, firewood, cans, bottles or containers in a parking spot.
- 14.6 Vehicles and anything else may not extend beyond the boundaries of their designated parking space. Any vehicle not parked within the bounds of the Owner's allocated parking spot will be removed at the Owner's expense and risk.
- 14.7 Management has right of access over parking spots when necessary for access to mechanical, electrical or service areas and equipment, and for



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garage sweeping and repairs. Except for emergencies, management shall provide at least one week's notice.

- 14.8 Any vehicle not licensed for the road, not in good repair or having leaks of fluid which could damage the surface of the garage floor must be immediately removed from the garage and not returned to the property until it has been repaired. The Owner is responsible for the costs of all clean-up and repair to the parking space and garage caused by a fluid leak.
- 14.9 No mechanical repairs are to take place in the parking spot.
- 14.10 Owners of derelict vehicles must remove such vehicles within 72 hours following the receipt of written notice from the Board or management. A derelict vehicle is one that is not road worthy, is mechanically unsound or has a flat tire. Management reserves the right to have any derelict vehicle towed at the Owner's risk and expense after the 72 hours.

## **15 Resident parking**

- 15.1 Owners of vehicles must obtain an official parking sticker from management.
- 15.2 A sticker will be issued upon completion of a Parking Agreement in which the monthly fee is stated. Non-payment of the monthly fee will render the sticker invalid.
- 15.3 The sticker must be displayed on the vehicle described in the Parking Agreement on the lower left (driver's side) of the windshield.
- 15.4 Any change to the information provided on the Parking Agreement must be reported immediately to management.
- 15.5 Those using parking spots shall update their information and obtain a renewal sticker at times specified by the Board.
- 15.6 Residents who are in arrears of parking fees may have the fob access to the garage disabled and have their vehicles removed at their own expense. Arrears shall be collected in the same manner as common element fees.
- 15.7 Residents must park in their assigned parking spot. Resident vehicles not parked in their assigned parking spot are subject to ticketing and towing at



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the Resident's expense, in which event the corporation and its agents are not liable for any damage, costs or expenses whatsoever caused by removal from the property.

## **16 Visitor parking**

- 16.1 Visitors must gain entry to the garage from their hosts. Neither management nor security personnel may grant access to the garage for visitors.
- 16.2 Vehicles parked in visitor parking spaces between 1:00 a.m. and 7:00 a.m. require a permit. Permits are available from management or security personnel upon payment of the required fee.
- 16.3 Permits must be displayed on the dashboard of the vehicle. Vehicles parked overnight without a permit are subject to ticketing and towing at the Owner's expense, in which event the corporation and/or its agents shall not be liable for any damage, costs or expenses whatsoever caused by removal from the property.
- 16.4 Vehicles in the handicapped parking space must clearly display the appropriate handicapped designation or be subject to ticketing and towing.

## **17 Security and enforcement**

- 17.1 Security personnel have the authority to enforce the Rules.
- 17.2 Security personnel have the right to restrict unauthorized visitors from entering the property or using the amenities.
- 17.3 Security personnel have the authority to have vehicles, whether motorized or not, removed from the property if they are not in an authorized area or are not authorized to be on the property.
- 17.4 The telephone and any controls at the security desk may only be used by security personnel, management and emergency response personnel.
- 17.5 Small envelopes or keys may be accepted by security personnel on a Resident's behalf, if space is available and if the Resident has signed a Waiver Form with management. Any item left with security personnel will be turned in to the management office the following morning.



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- 17.6 No keys from or for realtors or agents can be accepted by security personnel at any time.
- 17.7 If there are any serious problems, malfunctions or safety issues that occur on the property, Residents must inform management or security personnel if the management office is closed, immediately.
- 17.8 For the safety of all, it is not permitted to allow strangers to enter the building.
- 17.9 Any and all losses, costs or damages incurred by the corporation by reason of a breach of any provision in the Condominium Act, Declaration, By-laws or Rules in force from time to time, by any Owner, or any person, thing or animal for whom or for which the Owner is responsible, 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 or as may be provided in the Condominium Act or by any other lawful manner.

## **18 Storage lockers**

- 18.1 Storage of combustible or dangerous goods is not permitted in the lockers.
- 18.2 All items shall be stored within the locker and must not block any doors or access points.