

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1510

GENERAL RULES AND REGULATIONS

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1. INTRODUCTION

The *Condominium Act, 1998* (the “Act”) and the Condominium documentation, which all original owners received, contain a number of Rules and By-laws designed to assist our Corporation to operate in a businesslike manner that is in the best interests of the majority of residents. Your Board of Directors is also authorized by legislation to make, amend or repeal additional Rules for the same purpose, respecting the use of the common elements and units.

All Residents should be very familiar with the Rules, particularly those which establish the “do's and don'ts” that must be followed for the maximum comfort and enjoyment for the majority of Residents.

At the first reading, a few Residents may think some of the Rules and Regulations are too restrictive. A moment's reflection, however, should clarify the need for certain restrictions if communal living, such as the Corporation offers, is to accommodate the wishes of the majority.

Property Management, to whom infractions of the Rules and Regulations should be reported in writing, has the full support of the Board of Directors in seeing that the do's are done and the don'ts are not done. Your co-operation in this regard will be greatly appreciated by your neighbours.

The following Rules shall be observed by each Owner, and the term “Owner” shall mean “Owner” as defined in the Condominium Act for purposes of compliance with the Act, Declaration, By-laws and Rules and includes Residents, occupants and/or tenants or licensees, their families, visitors, guests and employees or agents of any of the above.

“Property Manager” shall mean the individual or company appointed by the Corporation to manage the property and assets of the Corporation, or any agent or employee thereof.

The terms used herein shall have the same meaning as the terms in the Condominium Act, 1998.

Some of the matters contained in this package are also contained in the Corporation's Declaration or By-laws and are included here for information purposes.

2. ENFORCEMENT

- 1) These regulations apply to all present and future owners who shall be subject to and shall comply with the provisions of the Act, the Declaration, the By-laws and any other Rules and Regulations of Toronto Standard Condominium Corporation No.1510 (the “Corporation”).
- 2) In addition to all other means of enforcement available to the Corporation, attention is directed to Section 134 of the Act which provides that a duty imposed by the Act, the Declaration, the By-laws or the Rules (hereinafter referred to as “Documentation”) may be enforced by an order of the Court directing the performance of the duty.

- 3) Any and all losses, costs or damages incurred by the Corporation by reason of a breach of any provision in the Documentation of the Corporation in force from time to time, by any Owner, shall be borne and/or paid for by such Owner and may be recovered on a solicitor and client basis by the Corporation against such Owner in the same manner as common expenses or as may be provided in the Condominium Act or in any other lawful manner.
- 4) In addition to any other enforcement proceedings, which may be available to the Board of Directors pursuant to the Condominium Act, the Board may deal with Owners who violate the Documentation as follows:
 - a) the offending Owner shall be notified in writing by the property manager and/or the Board of Directors with respect to the first violation and shall be given 14 days to rectify the violation where applicable, or signify their future willingness to comply with the corporation's Documentation.
 - b) Upon the occurrence of the second violation the Owner shall again be notified in writing by the Property Manager and/or the Board of Directors and shall within two days after receipt of said notice provide a written undertaking to comply with the corporation's Documentation, to the Board of Directors;
 - c) upon the occurrence of the third violation, the Board of Directors may after meeting with the Owner, require the Owner to place a security deposit with the corporation, and said security deposit may be forfeited and considered liquidated damages in the event that any further breaches of the provisions of the corporation's documentation should occur;
 - d) upon the occurrence of any further violation, the Board of Directors may suspend the Owner from further use of the corporation's facilities for a period of time to be determined by the Board of Directors acting reasonably.

3. THE CONCIERGE

- 1) The Concierge has the authority to act on behalf of the Board of Directors to enforce the Rules and Regulations of the Corporation. The Concierge or other security personnel have the right to restrict Owners from using the facilities.
- 2) The Concierge is a security officer of the Corporation and is forbidden to leave the front desk area except for pursuing his/her duties. Employees of the Corporation who man the desk from time to time shall be deemed to be the acting Concierge.
- 3) The concierge desk is staffed 24 hours per day, seven days per week.
- 4) The Concierge, Property Manager and Superintendent are the only persons authorized to operate the desk controls. Under no circumstance is an Owner permitted to enter the concierge area without authorization or operate the controls.

- 5) The Concierge keeps a book of standing authorizations for deliveries and cleaning staff and/or servants. A suite may not be entered for the purpose of delivering goods or allowing entry of repair and service personnel. The Concierge is not permitted to allow unauthorized entries.
- 6) The Concierge keeps a Visitor's Register for visitors who have gained advance written permission from a unit owner to enter the Corporation in the absence of a unit owner. After proper identification has been shown to the Concierge, visitors must enter and sign their names in the register upon entering and leaving the building.
- 7) Small deliveries, if properly wrapped, will be accepted on a resident's behalf by the Concierge. Residents shall not leave personal property with the Concierge.
- 8) The Concierge or the Corporation is not responsible for any delivered goods or personal property that is left in the common areas or with the security staff.
- 9) No cash or c.o.d.'s are to be accepted by the Concierge.
- 10) The concierge desk telephones are to be used only by the staff. A separate phone is provided for brief local calls, for the use of Residents and visitors.
- 11) The Concierge must be notified immediately of any serious malfunctions in the building's common areas or within the suites so that proper entry and follow-up can be made in the logbook.
- 12) No keys from realtors or agents can be accepted by the Concierge without written permission from the owner.

4. FIRE

- 1) No Owner shall do or permit anything to be done in his/her unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance premiums on any building or on property kept therein, or obstruct or interfere with the rights of the Owners, or in any way injure or annoy them, or conflict with the Regulations of the relevant fire department or with any insurance policy carried by the Corporation or conflict with any of the Rules and ordinances of the local board of health or with any municipal by-laws or any provincial or federal statute or regulation.
- 2) No smoking is permitted in any common areas of the building .
- 3) Natural Christmas trees or any parts thereof are not permitted in the building unless approved by the board.
- 4) Owners shall not overload existing electrical circuits and plumbing facilities in their units.
- 5) No stores of coal, propane gas or any combustible or offensive goods, provisions or materials shall be kept in the units or common elements without the prior written consent of the Board.

Offensive goods will be those judged to be offensive by the Property Manager or the Board of Directors at their sole discretion.

- 6) Fire routes must be kept clear at all times.

5. MOVING (See also Tenants)

- 1) No Owner shall move furniture and equipment from one floor to another or in or out of the building except by the elevator designated for such purpose by the Property Manager and only after proper wall protection has been affixed by advance arrangement with the Property Manager.
- 2) Arrangements for using the elevator when moving in or out or from floor to floor must be made a minimum of seventy-two (72) hours in advance with the Property Manager.
- 3) All move-in bookings of the elevator require a Two Hundred and Fifty Dollar (\$250.00) security deposit and all move-out bookings require a Five Hundred Dollar (\$500.00) security deposit payable by certified cheque or money order and the Owner/resident must complete the Elevator Reservation Agreement (Schedule "C"). When moving out, the security deposit will be returned if, after inspection, no damage has occurred and when all common element keys, parking decals and any bicycle identification tags, if any, are returned to the Property Manager.
- 4) Moves are restricted to Monday to Sunday, between 8:00 a.m. and 8:00 p.m. Or at the discretion of the Property Manager.
- 5) All furniture must be taken directly from the elevator to the suite or from the suite to the elevator, as applicable. Nothing shall be placed or left, even temporarily, in the hallway.
- 6) Where damage to the elevator or any part of the common elements has been caused by the movers or by the movement of furniture and equipment into or out of a unit, the person whose name is on the Elevator Reservation Agreement and/or the Owner of the suite shall be responsible to the Corporation for the cost of repairing such damage. The cost of repair shall be assessed by the Property Manager as soon as possible after the move, on the basis of quotations. The Corporation may collect any such amount owing as provided in the Condominium Act, the Corporation's Declaration or by any other lawful means.
- 7) No items of any type are allowed to be moved through the main lobby doors.
- 8) Miscellaneous furniture moves must be prearranged with the Property Manager.
- 9) Owners must ensure that their movers are adequately insured.

6. OWNERS AND TENANTS

- 1) Prior to moving into a unit and concurrent with the booking of an elevator for a move, each Owner or Tenant shall complete the Owner's Information Sheet (Schedule "A") or the Tenant's Information Sheet (Schedule "B") and will subsequently revise it when required.

This information is kept totally confidential in a locked filing cabinet and is necessary for the safety and security of the Residents.

- 2) No Owner shall, upon reasonable notice, deny entry to his unit to the Condominium Corporation or any person authorized by the Corporation to perform the objects and duties of the Corporation.
- 3) Upon entering into the lease of a unit, the Owner shall provide:
 - i. the Tenant with a copy of the Declaration, By-laws and Rules;
 - ii. the Owner's new address to the Property Manager;
 - iii. such other information as the Board of Directors may from time to time reasonably require.
- 4) Any Owner of a parking unit(s) who is not a resident in the Condominium Corporation shall use only those areas of the common elements that are necessary for access to and egress from that unit and shall not use any other area of the common elements.

7. PETS

- 1) No more than 2 (two) pets per unit will be allowed in the Corporation other than those already residing in the building at time of passing of these Rules and Regulations. Exotic pets are not permitted.
- 2) Pets residing in the Corporation at time of passing of these Rules and Regulations must be registered in a Pet Register in the Management Office and current vaccination certificates should be available. All pets require proper identification.
- 3) A "seeing eye" dog is not considered a pet.
- 4) No pets shall be allowed under any circumstances in the public or common areas (including rooftop) of the building, except to enter or exit the building.
- 5) When transporting the pet from the condominium suite, the Owner shall either carry the pet or hold it on a short leash.
- 6) Pets may not be walked on the grounds, sidewalks or pavements around the building and are not permitted on the grounds except to enter or exit the building.
- 7) When animals pollute the grounds and common areas, Residents shall clean after them. If accidents happen inside the building, report this to the concierge so that the area can be properly cleaned.
- 8) Owners are responsible for any damages/charges caused by their pets.

- 9) Pets shall be kept clean and groomed at all times and may not be permitted to create any inconvenience, noise or disturbance or soiling on or about the premises. Paws must be wiped on entering the building.
- 10) No breeding of pets for sale shall be carried on, in or around any unit.
- 11) No pet that is deemed by Property Management, in its absolute discretion, to be a nuisance shall be kept by any Owner of any unit or in any other part of the property. Any Owner that keeps a pet on the property or any part thereof shall, within two weeks of receipt of a written notice from the Board or the Property Manager requesting the removal of such pet, permanently remove such pet from the property.

8. PARKING

- 1) No Owner shall lease or permit his parking unit to be used by anyone but another resident of the Condominium Corporation and must notify the Property Manager prior to same.
- 2) No Owner shall sell or convey his/her parking unit unless it is combined with the sale or conveyance of his/her residential unit.
- 3) Residents shall park only in their own space. All vehicles parked in units other than their own without the permission of the Property Manager shall be tagged and/or towed away.
- 4) Parking units may only be used for motor vehicles as defined in the Declaration.
- 5) Parked motor vehicles must not encroach on driveways or adjacent parking units.
- 6) No motor vehicle may park in the rear service area or block access to the garage.
- 7) Motor vehicles must not exceed ten (10) kms per hour anywhere on the property.
- 8) All motor vehicles in motion in the indoor parking areas must have their headlights on.
- 9) When driving up or down the ramp, all motor vehicles must stay to the right.
- 10) No servicing, vacuuming, washing or repairs shall be made to any motor vehicle on the common elements or in a parking unit.
- 11) No trailer, camper, recreational vehicle, boat, snowmobile, tires, combustible materials, machinery or equipment or goods of any kind shall be parked, left or placed on any part of the common elements or any parking unit, nor shall any motor vehicle be parked on any part of the common elements other than a designated parking spot.
- 12) The Owner of each parking unit shall maintain the unit in a clean and tidy condition including the elimination of oil or grease spills and where such is not done, the Corporation may have the parking unit cleaned and may charge the cost of such cleaning to the unit Owner and collect any amounts owing as may be provided in the Condominium Act, the Declaration or by any other lawful means.

- 13) No Owner shall park or use a motor vehicle in contravention of these Rules. If such should occur, the person is liable to be fined or have the motor vehicle towed away from the property in accordance with city by-laws. In such an event, neither the Corporation, its directors, officers, employees or agents shall be liable whatsoever for any damages, costs or expenses howsoever caused to such motor vehicle or to the Owner or agent thereof.
- 14) No Owner shall place, leave, park or permit to be placed, left or parked in any parking unit any motor vehicle which, in the opinion of the Property Manager or as directed by the Board of Directors, may pose a security or safety risk, either caused by its length or unattended stay, its physical condition or appearance or its potential damage to the property. On seventy-two (72) hours' notice from the Property Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as directed by the Property Manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner.
- 15) The parking units shall be subject to a right-of-access over, along and upon such parking units at all times when necessary in favour of the Corporation, its servants, agents and employees for the purpose of ingress to and egress from mechanical, electrical and service areas and equipment and for garage sweeping and repairs.
- 16) An Owner of a parking unit(s) who is not a resident in the Corporation shall use only those areas of the common elements that are necessary for his/her access to and egress from those units and for the entrance and exit of the Owner's vehicles parked in the parking units and shall not use any other area of the common elements save and except that part of the common elements that will allow such unit owner to attend meetings of the Corporation or if he/she is on the premises for official business to the Corporation.

9. VISITORS

- 1) Visitors are required to use the main entrance.
- 2) Visitors shall identify themselves through the speaker system to the resident before entering the building. The resident will authorize entry to the building by activating the main doors from their unit. Visitors may then proceed.
- 3) No Visitor will be allowed entry without verbal or written permission of a resident.
- 4) When entry has been gained by advance written permission, in the absence of the Owner, such person must enter and sign his name in and out of the building in the Visitor's Register and also provide proof of identification.

10. IN-SUITE RENOVATIONS

- 1) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bathtub, washbasin, sink, heating, air-conditioning, plumbing or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided, however, that the provisions of this paragraph shall not require any owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any unit.
- 2) In the interest of preserving and maintaining the common areas of the Corporation, particularly the elevators, carpets and walls, it is required that the owner notify the Property Manager at least one week in advance, in order to provide for necessary precautions. Owners will be responsible for any costs that may ensue to the Corporation or other owners, resulting from such work. The contractor or workmen must remove all debris from the building daily. Owners must ensure that the common elements are kept clean and not damaged.

11. GARBAGE (Refuse)

- 1) Hours of use for the Refuse Room are 8:00 a.m. to 10:00 p.m. only.
- 2) All refuse is to be wrapped in plastic bags, securely tied and pushed down the chute.
- 3) All boxes or large articles that cannot be placed down the chute must contact the concierge for removal
- 4) No flammable materials and/or liquids may be placed down the chute.
- 5) Nothing shall be placed in any garbage chute which may result in the blockage of such chute.

12. NOISE

- 1) Repairs, hammering, drilling, or any other related activity which creates noise or disturbs in any way other Owners will only be permitted between the hours of 9:00 a.m. to 6:00 p.m., Monday through Saturday.
- 2) No Owner shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the Board of Directors or the Property Manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other Owners.
- 3) No noise, caused by an instrument or other device or otherwise which, in the opinion of the Board of Directors or Property Manager may be calculated to disturb the comfort of the other Owners, shall be permitted.

- 4) Radios, record players and such devices shall only be used by Owners in or on the common areas with earphones and at a volume, which no other person can hear.
- 5) No noise is permitted at all between the hours of 11:00 p.m. and 8:00 a.m. any day of the week.

13. COMMON ELEMENTS AND UNITS

- 1) No soliciting from any outside source or residents shall be allowed in the building.
- 1) No articles or doormats shall be placed outside the individual doorways in the common element hallways.
- 2) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her unit or adjacent common elements. Owners shall immediately report to the management office any incidents of pests, insects, vermin or rodents. Upon receipt of notice in writing, each Owner shall permit entry to his/her unit for the purpose of conducting pest control operations, including any spraying programs. Each Owner shall prepare the unit in the manner prescribed in the aforesaid notice and shall permit and facilitate entry into the unit by any authorized pest control personnel and shall co-operate in order to carry out the full extent of this rule.
- 3) The toilets/sinks and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the Owner who has caused such damage.
- 4) 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 without the prior written consent of the Board of Directors.
- 5) No awnings or shades shall be erected over and outside of the windows and no reflective or insulating materials or coverings may be placed on any window or door without the prior written consent of the Board of Directors to ensure a uniform external appearance only.
- 6) Nothing shall be thrown out of the windows or doors. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door, or those parts of the common elements over which the Owner has exclusive use. No hanging or drying of clothes is allowed from windows.
- 7) Water shall not be left running unless in actual use.
- 8) No washing machine/dishwashers/ dryers/irons/heaters shall be left on unattended.

- 8) No auction or garage sale shall be held in any of the units or on the common elements. No "Open House" is permitted to be held for the sale or lease of a unit.
- 9) Save as otherwise provided or contemplated in the Declaration of the Corporation, the sidewalks, lobby passageways, walkways and driveways used in common by the Owners shall not be obstructed by the Owners or used by them for any purpose other than for ingress and egress to and from their respective units and/or the common elements.
- 10) No television antennae, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit or common element except in connection with a common television cable system supplying service to the entire building or with the permission of the Board of Directors.
- 11) No building, structure or tent shall be erected and no trailer shall be placed, located, kept or maintained on the common elements.
- 12) No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds, nor shall anyone uproot existing plants, hedges, shrubs or trees, nor plant new shrubs, hedges or trees anywhere upon the common elements.
- 13) No portion of a unit (other than the entire unit) shall be partitioned or divided for use as a single-family residence.
- 14) Food and beverage consumption is prohibited in the hall, elevators, stairwells and lobbies.
- 15) Residents are required to wear proper attire when using common hallways, entrances or elevators.
- 16) No one shall smoke anywhere on the interior common elements.
- 17) No hanging or drying of clothes is permitted on any balcony.
- 18) No storage of any goods or materials is permitted on any balcony.
- 19) Nothing other than seasonal furniture and seasonal planters is permitted on any balcony.
- 20) No Owner shall permit anything to be done on any balcony, which does or may disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by others.

14. KEYS

- 1) The Corporation shall retain access to all units by way of a master key.

- 2) No Owner may change or re-key the lock or locks of a unit entry door without providing forthwith, within twenty-four (24) hours, to the Board of Directors or the Property Manager a key to the new or re-keyed lock or locks.
- 3) Purchasers or tenants acquiring a unit must register with the Property Manager prior to moving in and upon completion of an Owner's Information Sheet or a Tenant's Information Sheet and upon sufficient proof that they are entitled to occupy the unit which, in the tenant's case, shall be satisfied by a letter of authority from the Owner, the Property Manager shall release the non-duplicable keys to the common elements, and, if issued by the Condominium Corporation, parking decals and bicycle identification tags, if necessary.

15. BICYCLES

- 1) All bicycles being parked must be registered with the Concierge and upon registration and the payment of Twenty Dollars (\$20.00 cheque only!), which sum is to cover the expenses of the Corporation, a bicycle parking number will be allotted. Prior to obtaining a bicycle parking number, the Resident must complete a current Owner's Information Sheet or Tenant's Information Sheet required by the Property Manager.
- 2) Bicycles must be parked in the designated area at the rear of the building and may not be stored or parked on any part of the common elements not designated for bicycle storage, including exclusive use common elements such as balconies and patios.
- 3) Any bicycles chained to posts, fences or rails located throughout the common elements or unauthorized bicycles using the bicycle parking area will be forcibly removed and impounded at the Owner's expense.
- 4) Owners authorized to use the bicycle storage areas designated by the Corporation will provide their own locks.
- 5) The Corporation endeavours to protect the property of the Residents but will not be responsible for any loss or damage howsoever caused to bicycles or attachments.
- 6) Bicycles are not permitted to be taken through the lobby, corridors or elevators or any other part of the common elements.

16. RECREATION FACILITIES - GENERAL REGULATIONS

- 1) Recreation facilities are: saunas, sun decks, change rooms, exercise room, and gardens.
- 2) All recreation facilities are used at the Owners' risk. The Board of Directors, agents of the Board of Directors and employees of the Corporation are not responsible for accidents, lost or stolen personal property or any other damages, howsoever caused.
- 3) As there are no medical facilities available in the building, those on medication, with

respiratory, heart problems or other physical disabilities are urged to consult a physician before using any of the facilities.

- 4) Recreation facilities are available to Residents daily from 6:00 a.m. to 12:00 midnight.
- 5) Persons using recreation facilities are fully liable for any damages that they or their guests cause. All costs incurred by the Corporation will be recovered from either the individual responsible and/or the unit Owner in accordance with the Rules, the Act and the Declaration.
- 6) Persons shall ensure that their visitors obey the rules and regulations of the Corporation.
- 7) Smoking, drinking and eating are prohibited in the saunas, exercise room, change areas.
- 8) No one shall use the Recreation facilities while under the influence of alcohol, tranquillizers or other drugs that cause drowsiness or that raise or lower blood pressure.
- 9) A maximum of four guests per suite are permitted at any one time to use all or any of the recreation facilities. Guests must be accompanied by an adult resident at all times (see Paragraph 11 below).
- 10) Subject to Section 9, Paragraph 19, non-resident Owners are prohibited from using the common elements, including Recreation Facilities. The common elements, including the Recreation Facilities, are for the sole use and enjoyment of the Residents of the Corporation, subject to the temporary use by Visitors as provided for in paragraph 8) above. Unit owners who do not reside in the building and who have leased their units shall be deemed and considered to be non-residents for the purpose of this paragraph.
- 11) Running, boisterous behaviour, yelling and general misconduct are not permitted.
- 12) The minimum age for unaccompanied users of the recreation facilities is 16 years. Anyone under the age of 16 must be accompanied and supervised by a Resident 16 years or older.
- 13) Appropriate attire is to be worn at all times; at least robes and footwear are to be worn when moving to and from the recreation facilities.
- 14) Radios, televisions, video games and tape decks are allowed with the restriction that they may be used with earphones only. They may be used at a low volume in the exercise room and with the permission of all others who are using the exercise room.
- 15) Lockers are provided for those using the recreation facilities. All locks remaining on the lockers after midnight will be removed. (PLEASE INDICATE WHAT YOU WILL DO WITH ITEMS IN THE LOCKERS IF YOU DO REMOVE THE LOCKS)

17. SAUNAS

(Also see Recreation Facilities: General Regulations, Section 16)

- 1) The saunas are used at the Owners' risk. The Board of Directors, agents of the Board of Directors and employees of the Corporation are not responsible for accidents, lost or stolen personal property, or any other damages howsoever caused.
- 2) The sauna is designed for dry heat.
- 3) The sauna door shall not be left open.
- 4) Prolonged use of the sauna may be injurious to your health (five minutes is the recommended maximum). It is not recommended that you use the sauna alone.
- 5) Glass containers, food or smoking are not permitted in the sauna.
- 6) No person under 16 years of age is permitted to use the sauna unless accompanied by a resident who is at least 16 years of age.