

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2120

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RULES

The following Rules made pursuant to the *Condominium Act*, 1998, S.O. 1998, c. 19, as amended (the "Act"), shall be observed by all Owners (collectively, the "Owners") and any other person(s) occupying a unit in Toronto Standard Condominium Plan No. 2120 (the "Unit") with the Owner's approval, including, without limitation, members of the Owner's family, his tenants, employees, guests and invitees in accordance with the provisions of the Corporation's declaration (a "Permitted Occupant"). All terms which are defined in the Act or the declaration for the Corporation shall have ascribed to them the same meaning as such defined terms in the Act and the said declaration.

Any losses, costs or damages incurred by Toronto Standard Condominium Corporation No. 2120 (the "Corporation") by reason of a breach of any Rules in force from time to time by any Owner, or Permitted Occupant of his Unit, 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.

1. GENERAL

- (a) Use of the Common Elements and Units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the Owners and of condominium property (the "Property") or for the purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements and of other Units;
- (b) Rules as deemed necessary made and as may be amended from time to time by the Corporation shall be binding on all Unit Owners and their Permitted Occupants;
- (c) No animal, which is deemed by the board of directors of the Corporation (the "Board") or the manager of the Property (the "Property Manager"), in their absolute discretion, to be a nuisance, shall be kept by any Owner in any Unit or on the Common Elements. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any Unit. No breeding of animals for sale shall be carried on, in or around any Unit;

2. QUIET ENJOYMENT

- (a) Owners and their Permitted Occupants shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Property Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners or their respective Permitted Occupants and persons having business with them.
- (b) No noise shall be permitted to be transmitted from one Unit to another. All hardwood, tiled or comparable hard floors within a Unit shall be covered with suitable sound attenuation measures in order to reduce or eliminate the transmission of sound from one Unit to another. If the Board determines that any noise is being transmitted to another Unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his own expense take such steps as are necessary to abate such noise to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitor's fees).
- (c) No auction sales, private showing or public events for commercial purposes shall be allowed in any Unit or on the Common Elements.
- (d) Firecrackers or other fireworks are not permitted in any Unit or on the Common Elements.
- (e) Except in the case of an emergency, any repairs to the Units or Common Elements shall be made only during reasonable hours.

3. SECURITY

- (a) Owners and their Permitted Occupants are to immediately report any suspicious person(s) seen on the Property to the Property Manager or its staff.
- (b) No duplication of keys shall be permitted except with the authorization of the Board. The names of persons authorized to have keys and building access cards shall be furnished to the Board at all times.
- (c) No visitor may use or have access to the Common Elements and facilities unless accompanied by an Owner or his Permitted Occupants.
- (d) Building access doors shall not be left unlocked or wedged open for any reason.
- (e) Service elevator availability shall be allocated by the Property Manager in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission from and as scheduled by the Property Manager.
- (f) No Owner or Permitted Occupant shall place or cause to be placed on the access doors to any Unit any additional or alternate locks, without prior written notice to the Board. A copy of each new key must be delivered to the Property Manager.
- (g) Additional keys and building access cards may be purchased by the Owner for Permitted Occupants, or to replace keys that have been lost. Proof of identification including, but not limited to, photo I.D. and status (Tenant or Permitted Occupant) must be provided. The Corporation reserves the right to refuse to provide additional replacement keys or building access cards.
- (h) Owners shall be responsible for keeping locks, latches, doors and trimming whole in or upon the doors and windows of their Units; wherever any part thereof shall become lost or broken the same shall be immediately replaced or repaired by the Corporation at the expense of the Owner.

4. SAFETY

- (a) No storage of any combustible or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements.
- (b) No propane or natural gas tank shall be kept in the Units or exclusive use Common Elements, except, subject to Rule 2(a), with respect to barbecues on terraces of the townhouses.
- (c) Owners and Permitted Occupants shall not overload existing electrical circuits.
- (d) Water shall not be left running unless in actual use.
- (e) Nothing shall be thrown out of the windows or the doors of the Units.
- (f) No barbecues may be used indoors or on balconies, except that, subject to Rule 2(a), barbecues shall be permitted on terraces of the townhouses.
- (g) No Owner or Permitted Occupant shall do, or permit anything to be done in his Unit, or bring or keep anything therein, which will in any way increase the risk of fire or the rate of fire insurance on the building, or on property kept therein, or obstruct or interfere with the rights of other Owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any Owner, or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law. Without limiting the generality of the foregoing, no Owner or Permitted Occupant shall tamper or interfere with the installation or operation of smoke detectors installed within the Unit or Common Elements, including removing batteries or painting any part of the smoke detector.
- (h) Smoking is prohibited in all common areas.

5. COMMON ELEMENTS

- (a) No one shall harm, mutilate, destroy, alter or litter the Common Elements or any of the landscaping work on the Property, if any.
- (b) Except as may be provided in the declaration, no sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or Common Elements.
- (c) No awning, foil paper or shades shall be erected over, on or outside of the windows or patios, balconies or terraces without the prior written consent of the Board.
- (d) No equipment shall be removed from the Common Elements by, or on behalf of, any Owner or Permitted Occupant of a Unit.
- (e) No outside painting shall be done to the exterior of the Units, railings, doors, windows, or any other part of the Common Elements.
- (f) The passageways and walkways which are part of the Common Elements shall not be obstructed by any of the Owners or Permitted Occupant or used by them for any purpose other than for ingress and egress to and from a Unit or some other part of the Common Elements.
- (g) Any physical damage to the Common Elements caused by an Owner or Permitted Occupant shall be repaired by arrangement and under the direction of the Board at the cost and expense of such Owner or Permitted Occupant.
- (h) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or any part of the Common Elements.
- (i) Except as may be provided in the declaration, no building or structure or tent shall be erected, placed, located, kept or maintained on the Common Elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the Common Elements.
- (j) Each pet Owner must ensure that any defecation by such pet must be cleaned up immediately by the pet Owner, so that the Common Elements are neat and clean at all times. Should a pet Owner fail to clean up after his or her pet as aforesaid, the pet shall be deemed to be a nuisance, and the Owner of said pet shall, within two (2) weeks of receipt of written notice from the Board or the Property Manager requesting removal of such pet, permanently remove such pet from the Property.
- (k) The sidewalks, entry, passageways and stairways used in common shall not be obstructed or used for any purpose other than proper access to and from the Units and common elements. Bicycles shall be kept only in areas so designated by the Corporation.

6. USE OF PARKING UNITS

- (a) Except where otherwise posted, the fixed speed limit for motor vehicles or bicycles on the Common Elements shall be eight (8) kilometres per hour. Parking is not permitted on any part of the Common Elements other than those areas designated for parking.
- (b) Parking Units shall be used only for the parking of motor vehicles. No trailers, boats, snowmobiles, personal water craft, mechanical devices, toboggans, machinery or equipment of any kind shall be parked on any part of the Common Elements, provided that nothing contained herein shall prevent the use and parking of motorized equipment by the Corporation or Property Manager.
- (c) Vehicles of Owners and Permitted Occupants that are authorized to park on the Property must be parked in the designated parking areas and visitors may only be parked in the visitor Parking Units, if any.
- (d) Automobiles/vehicles shall be parked only in such spaces designated in accordance with the Condominium declaration. The Owner and Permitted Occupants shall furnish the Corporation with such information as it may require to identify their vehicle and shall

affix to the vehicle such identification as may be required by the Corporation from time to time.

- (e) Any Parking Unit may be used only for the purpose of parking one (1) automobile/vehicle (two (2) automobiles/vehicles in the case of a tandem Parking Unit). Without limiting the generality of the foregoing, it is expressly understood and agreed that the Owner and Permitted Occupant shall not park or store on the Corporation's Property any additional vehicle, any automobile/vehicle which has been abandoned or is inoperable, or does not bear any valid license permit, and furthermore, shall not park or store on the Corporation's Property any commercial automobile/vehicle, recreational vehicle, trailer, boat or any other object or machinery. No alteration or decoration of a Parking Unit shall be permitted without the prior written approval of the Board and the Owner of a Parking Unit shall maintain same in a clean and sightly condition.
- (f) In the event of any contravention of the provisions in this Rule, the Corporation shall have the right to remove the automobile/vehicle, trailer, boat or object, as the case may be, from the Corporation's Property at the Owner and Permitted Occupant's risk and expense. No action shall lie against the Corporation for any expense which it may incur in so removing, storing or disposing of any automobile/vehicle, trailer, boat, object or machinery.

7. UNITS

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein; provided that the foregoing shall not prevent installation of an in-sink garburator in compliance with the Building Code and applicable City of Toronto ("City") by-laws. The cost of repairing damage to the Common Elements and other Units resulting from misuse or from unusual or unreasonable use shall be borne by the Owner who, or whose Permitted Occupant, shall cause it.
- (b) No Owner or Permitted Occupant shall make any plumbing, electrical, mechanical or structural alteration in or to his Unit without the prior consent of the Board.
- (c) No Owner shall overload existing electrical circuits in his Unit and shall not alter in any way the amperage of the existing circuit breakers in his Unit.
- (d) Units shall be used only for such purposes as provided for in the Corporation's declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any Unit. All municipal and other zoning ordinances, laws, rules and regulation of all government regulatory agencies shall be strictly observed.
- (e) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his Unit or adjacent Common Elements. Each Owner shall immediately report to the Property Manager all incidents of pests, insects, vermin or rodents and all Owners shall fully co-operate with the Property Manager to provide access to each Unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the building.

8. GARBAGE DISPOSAL

- (a) Owners and Permitted Occupants are required to comply with the City's requirements for recycling as imposed from time to time.
- (b) Loose garbage is to be deposited in designated areas. All garbage must first be properly bound, packaged or bagged to prevent mess, odours and disintegration.
- (c) Newspapers and magazines shall be securely bound and deposited in the designated areas.
- (d) Bottles shall be deposited in the designated areas.
- (e) Large cartons and other large objects shall not be left outside the Unit or on any exclusive use Common Elements.

9. TENANCY OCCUPATION

- (a) No Unit shall be occupied under a lease unless such tenancy complies with the provisions of the declaration and the Condominium Act and, prior to the tenant being permitted to occupy the Unit, the Owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgement in accordance with Schedule 2 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself.
- (b) In the event that the Owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, and in compliance with Section 83 of the Act, any person or persons intending to reside in the Owner's Unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the Owner comply with the within rules and with the Act.
- (c) Within seven (7) days of ceasing to rent the Unit (or within seven (7) days of being advised that the tenant has vacated or abandoned the Unit, as the case may be), the Owner shall notify the Corporation in writing that the Unit is no longer rented.
- (d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation.
- (e) No Owner shall allow his tenant to sublet his Unit.
- (f) All Owners shall be responsible for any damage or additional maintenance to the Common Elements caused by their tenants and will be assessed and charged therefor.
- (g) During the period of occupancy by the tenant, the Owner shall have no right of use of any part of the Common Elements.
- (h) The Owner shall supply to the Board a current address and telephone number during the period of occupancy by the tenant.

10. BALCONIES AND EXCLUSIVE USE AREAS

- (a) Balconies and exclusive use areas shall not be used for cooking or barbecuing, provided that, subject to Rule 2(a), barbecuing shall be permitted on terraces of the townhouses.
- (b) No hanging or drying of clothes is allowed on any balcony, terrace or exclusive use area.
- (c) Balconies and exclusive use areas shall not be used for storage of any goods or materials.
- (d) Only seasonal furniture is permitted on balconies, terraces and exclusive use areas. All such items shall be safely secured in order to prevent such items from being blown off the balcony or exclusive use areas by high winds.
- (e) No Owner or Permitted Occupant shall do or permit anything to be done on a balcony or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the Units and/or Common Elements by other Owners, or Permitted Occupants.
- (f) No awnings or shades shall be erected over or outside of balconies and exclusive use areas without the prior consent of the Board. The Board shall have the right to withhold consent, and/or prescribe the shape, colour and material of such awnings or shades to be erected, and of furniture used thereon.
- (g) No awnings, shades, flower boxes, aerials, satellite dishes, or other items shall be erected over or placed outside windows, doors, balconies or inside patios.
- (h) Drapes and drapery tracks, where provided, shall not be removed. An Owner or Permitted Occupant shall not install or permit to be installed over any windows or doors any flags, sheets, towels, metal, aluminium foil or other similar items which, in the sole opinion of the Corporation are detrimental to the appearance of the building. The exterior of all window coverings shall be white or off-white.

11. ELEVATORS AND MOVING

- (a) Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose (the "service elevator") by the Board. The service elevator shall be used for the delivery of any goods, services or home furnishings with the pads to protect the elevators installed as determined by the Property Manager or its staff in their sole discretion. The time and date for moving or delivery shall be fixed in advance by arrangement and reservation with the Property Manager. The reservation shall be for a period not exceeding four (4) hours. An elevator reservation agreement in accordance with Schedule 3 attached hereto shall be signed when reserving the service elevator.
- (b) Except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 6:00 p.m.
- (c) A refundable security/damage deposit in such amounts as determined by the Board from time to time in cash, money order or certified cheque payable to the Corporation shall be deposited with the Corporation through the Property Manager or its staff when making the reservation and signing the elevator reservation agreement.
- (d) It shall be the responsibility of the Owner through the person reserving the service elevator to notify the Property Manager and to request an inspection of the service elevator and adjacent Common Elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the Owner reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and affected Common Elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the Owner of the Unit and the person reserving the service elevator. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the Property Manager as soon as possible following the moving or damage and the parties responsible shall be advised.
- (e) The Owner and the person reserving the service elevator shall be liable for the full cost of repairs to any damage to the service elevators and any part of the Common Elements caused by the moving of furniture or equipment into or out of the Unit or the delivery of goods, services and home furnishings or equipment into or out of the Unit. The Corporation through its Property Manager shall have the right to withhold all or part of the security/damage deposit as it deems necessary as security for partial or complete payment for any damages sustained. The Corporation shall apply all or part of the security deposit towards the cost of repairs. If the cost of repairs should be less than the amount of the security deposit, the balance shall be returned to the Owner or person reserving the service elevator. If the cost of repairs exceeds the amount of the security deposit and the Owner or person reserving the service elevator still owns or resides in the building, the full cost of repairs less the amount of security deposit shall be assessed against the Unit owned by or occupied by the person reserving the service elevator as a Common Elements expense and still be collected as such.
- (f) During the term of the reservation and while any exterior doors are in an open condition, the Owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- (g) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
- (h) Bicycles and carts shall not be taken on any elevator.
- (i) Smoking is prohibited in all elevators and all Common Elements in accordance with City by-laws.
- (j) Rules 11(a) to (e) inclusive relating to the reservation of the elevator and security deposit shall not apply during the initial move-in period prior to registration nor shall same apply to the Declarant and/or its affiliated or associated party, as Owner of any or all of the Units. Owners who have purchased their Unit from the Declarant shall not be required to provide a security deposit pursuant to Rule 11(c) for their initial move-in only.

12. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL

No contractor, trade or service personnel may or shall enter upon the Property to perform any work or services in or about any Unit or Common Elements that may or will affect the Common Elements or common building services unless such persons or firms are:

- (a) employed directly by the Corporation;
- (b) employed by the declarant; or
- (c) employed by a Unit Owner in circumstances where the intended performance of work and/or services in or about a Unit has first been approved, in writing, by the Corporation and/or the declarant and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction; and, if required by the Corporation, the Owner of the Unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and where the Unit Owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the Unit Owner's contractor, trade or service personnel including any resulting damage to the Common Elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the Unit Owner in the same manner as Common Expenses.