

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1430

RULES

GENERAL

The following rules and regulations duly made by the Board of Directors shall be observed by the owners and the term 'owner' shall include the owner or any other person occupying the unit, and including any guests, invitees, licensees or occupants

Any loss, cost or damage incurred by the Corporation by reason of breach of the rules in force from time to time by any owner, his family, guests, servants, agents, or occupants of his unit shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.

QUIET ENJOYMENT

Owners, their families, guests, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance (including without limitation excessive noise associated with the use of flooring) which, in the opinion of the Board, or the Manager, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants and persons having business with them. Owners must be in residence in order for guests to utilize the common elements.

SAFETY AND SECURITY

1. No auction, garage or public sale shall be held in the units or on any part of the property.
2. Nothing shall be thrown out of the windows or doors of the building.
3. Owners shall not overload existing electrical circuits. Exterior post or wall lamp electrical receptacles shall not be used by owners.
4. No stores of combustible or offensive goods, provisions or materials shall be kept in a dwelling, parking or locker unit or on the common elements, including exclusive use common elements
5. The sidewalks, entry, passageways, walkways, hallways and driveways used in common by the owners shall not be obstructed by any of the owners.
6. Residents are to immediately report any suspicious person(s) seen on the property to management or the concierge on duty.
7. As a service to Residents of 99 Avenue Road, suite keys will be kept at the Concierge Desk for Residents who will be absent from their suites but who wish to allow access to pre-designated individual(s).
8. Every Resident who wishes to leave a key for family, friends, household help, servicemen etc. must complete and sign a "Temporary Authorization to Enter", which may be obtained from the Concierge and kept on file at the Concierge Desk. Only visitors whose names appear in the current file will be allowed access to the suite even though the key may still be available at the Concierge Desk. It will be the responsibility of the Resident to update regularly the names and the expiry date on the Authorization. The Resident MUST complete an Authorization

for each and every individual who is to be allowed access to the suite through means of the suite key left with the Concierge. The key must also be signed in and out with the Concierge in a prescribed manner. Residents and visitors who fail to follow this procedure will be held responsible for the loss of the key. It follows that The Residences At 99 Avenue Road/ the Condominium Corporation and/ or it's agents will not be held liable for loss of a key left by a Resident or visitor who has not followed procedures. If the Concierge is momentarily away from the Concierge Desk, the holder of the key MUST wait for his return and follow proper procedures

9. Please ensure your suite doors are locked at all times.
10. All guests must register with the concierge. No visitor or guest may exit the lobby and proceed into the building unless accompanied by the concierge or the resident of the unit being visited.
11. No owners or residents and their families, guests, visitors, servants and agents may interfere with or alter in any way any fire detection equipment, fire alarms, fire fighting equipment or related safety equipment.
12. No owners or residents and their families, guests, visitors, servants and agents may interfere with or alter in any way any surveillance or recording equipment, or personal alarms, provided by the Corporation.

COMMON ELEMENTS

1. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on any part of the property, including grass, trees, shrubs, hedges, planters, flowers or flower beds.
2. No building or structure or tent shall be erected and no trailer either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements, including exclusive use common elements, except by prior written permission from the Board
3. No equipment shall be removed from the common elements by, or on behalf of, any owner or occupant of a unit.
4. No outside painting shall be done to the exterior of the units, railings, doors or windows.
5. The passageways, walkways and corridors, which are part of the common elements shall not be obstructed by any of the owners or occupants 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.
6. Any physical damage to the common elements caused by an owner or occupant, his family, guests, visitors, servants, or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such owner or occupant

RESIDENTIAL UNITS

1. The water closets 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 from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose family, guests, visitors, servants, clerks or agents shall cause it.

2. No awnings or shades shall be erected over and outside of the windows without the prior written approval of the Board (unless installed by the Declarant prior to condominium registration).
3. Nothing shall be placed on or attached to the outside of the window sills or projections, or windows, or doors.
4. Water shall not be left running unless in actual reasonable use.
5. No owner shall overload existing electrical circuits in his unit and shall not alter in any way the amperage of existing circuit breakers in his unit.
6. No owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his unit. Each owner shall immediately report all such incidents to the Manager and shall fully cooperate with the Manager to provide access to each unit for the purpose of conducting a spraying program to eliminate any infestation of pests, insects, vermin or rodents.
7. Owners shall be responsible for the maintenance of drainage from any and all heat pumps located within their unit. The cost of repair of damage to the unit, other units or the common elements as a result of an owner's failure to maintain and repair drainage from their heat pumps shall be at the expense of that owner. Should the Corporation, from time to time, provide a service to clean the heat pump drainage, all owners agree to participate in permitting their heat pumps to be so serviced. Any owner failing to participate in such service shall provide to the Corporation in writing proof that a competent contractor has provided this service to their heat pumps.
8. Owners shall be responsible for maintenance and repair of supply and drain hoses for their washing machines to ensure these hoses are of high quality and cannot leak or fail, resulting in a flood. The cost of repair of damage to the unit, other units or the common elements as a result of an owner's failure to maintain and repair these hoses shall be at the expense of that owner, up to an amount permitted by the Condominium Act (1998) and the Declaration of TSCC1430.

PETS

For the purposes of this section, a 'pet' shall be defined as a dog, domestic cat, caged bird or fish and the following shall apply:

1. No animal, livestock or fowl other than a pet as herein defined shall be kept on the property and no pet that is deemed by the Board or the Manager, in its absolute discretion, to be a nuisance or dangerous shall be kept by any owner in any unit or in any other part of the property.
2. Any owner may have not more than two dogs or two cats in his unit but shall not have both dogs and cats together. No pet having a weight in excess of 25 pounds shall be permitted in any unit or on any part of the property.
3. The maximum number of caged birds allowed shall be two.
4. Any dog or cat must wear a collar with an identification of its owner.
5. No dangerous animal or pet shall be permitted to be in or about any unit or the common elements at any time.
6. In the event of a female pet giving birth, the maximum nursing period shall be six weeks plus an additional 14 days for the unit owner to arrange other accommodation for the excess pets. All cats shall be neutered or spayed as soon as medically advisable.

7. No pet shall be permitted to make excessive noise and for the purpose of this provision 'excessive noise' shall be deemed to mean noise which is annoying or disturbing to any owner, but nothing herein shall restrict the discretion of the Board or the Manager.
8. Unless within the confines of a dwelling unit, all dogs and cats shall be kept or held in hand by means of a short lead, leash or chain and this provision shall be applicable to the whole of the common elements whether interior or exterior, and to any walkways, lawn and accesses contiguous to the property.
9. No pet shall be permitted to soil or damage any part of the common elements whether by waste, excrement or otherwise, and in the event of same the owner of the pet shall make good such damage and effect the removal of any waste or excrement in connection therewith. In the event that the owner does not promptly remove the excrement of his pet, and the excrement is removed by the Corporation, there will be a minimum charge per removal for removal of excrement from the property, chargeable against the unit owner in whose unit the pet is resident or which the pet is visiting and such charge shall be collectable in the same manner as common elements.

GARBAGE DISPOSAL

1. Owners are required to use the tri-sorting recycling system as it is designed to operate, following the instructions posted in the garbage disposal rooms from time to time by the Board. Everyone is encouraged to comply with recycling programs as implemented from time to time by the City of Toronto.
2. All garbage must be firmly pushed down the garbage chute and not left within the container at the opening of the chute.
3. No owner shall permit any burning material, including burning cigarettes, cigars or material of any sort to be deposited in the garbage chute room and/or the garbage chute.

PARKING

1. Owners of parking units shall be permitted to park, within their parking units only, no vehicles other than private passenger automobiles, sports utility vehicles, vans or motorcycles (hereinafter 'permitted vehicles'). For greater clarity permitted vehicles do not include trailers, boats, recreational vehicles, snowmobiles, trucks in excess of one half ton, commercial-use trucks or busses or any vehicle exceeding the posted height restriction (hereinafter 'restricted vehicles').
2. Approval for parking vehicles other than those described above is at the discretion of the Board of Directors. Owners must make any such request in writing to the Board.
3. No vehicle of any nature shall be driven on any part of the common elements other than designated driveways and parking areas, nor parked in any unit other than in a designated parking space but which provision shall not apply for the purposes of loading and unloading furniture, or other household effects of the Owners provided that the length of time where such parking is limited shall be no longer than is reasonably necessary to perform the service, and is within the times

permitted by the Corporation which may be determined from time to time by the Board of Directors.

4. Bicycles shall be parked only in the bicycle room located on P1, or in the bicycle rack provided.
5. Restricted vehicles, or equipment or machinery of any kind, shall not be used, parked or stored on any part of the common elements, or in the units.
6. All motor vehicles operated by Owners must be registered with the manager. Each Owner shall provide to the manager the licence numbers of all motor vehicles driven by residents of that unit.
7. No person shall leave, park or permit to be placed, left or parked upon the Common Elements any motor vehicle which, in the opinion of the manager or as directed by the Board, may pose a safety or security risk, either caused by it's length of unattended stay, it's physical condition or appearance or it's potential damage to the property. Upon seventy two (72) hours' written notice from the manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is left standing in a parking space or upon the Common Elements and is unlicensed or not registered with the manager, the vehicle may be removed from the property at the expense of the Owner.
8. No motor vehicle having a propane or natural gas propulsion system shall be parked in a parking unit or the Common Elements.
9. No parking unit shall be used for any other purpose other than to park a permitted motor vehicle.

EXERCISE ROOM

1. The use of this room is at the user's risk.
2. No equipment is to be taken out of the exercise room for any reason.
3. Proper advice must be sought by the user of the equipment before using the various exercise components in the room
4. No food, beverages or smoking allowed in the room
5. Proper dress shall be worn. Tops must be worn at all times.
6. Sports shoes only must be worn. Bare feet or stockings or socks are not permitted
7. No person under the age of 16 may use or is allowed in the exercise room, unless accompanied by an adult.
8. Recorded music and/or radios are allowed, subject to the 'quiet enjoyment' provisions in the Rules.
9. Users are required to wipe down equipment after use in order to keep equipment sanitary.

GUEST SUITE

There is one guest suite (the 'Guest Suite') available for the convenient use of guests of owners and the following provisions apply:

1. The Guest Suite is located on Level 2 and the guests using the Guest Suite ('Guests') may make reasonable use of amenities of the Corporation.
2. Guests are subject to all the Corporation's rules and regulations.

3. The Guest Suite is available on a 'first-come' basis.
4. The maximum stay for any Guest is seven (7) consecutive nights at a cost per night for the use of the Guest Suite as determined from time to time by the Board.
5. The Guest Suite must be booked with the Manager or the concierge. Full payment is required within forty-eight (48) hours of making the booking, by cheque, and completing and signing the necessary forms as attached hereto. Cheques are to be made payable to the Corporation.
6. The Guest Suite key should be picked up from the concierge by the owner making the booking. Upon leaving, the Guest is to lock the Guest Suite door and return the key.
7. There is a replacement charge for a lost key and /or fob, as well as for the changing of the Guest Suite door lock, if necessary.
8. Check-in time is 3.00 p.m. and check-out time is 11.00 a.m.
9. The owner is responsible for any damage caused to the Guest Suite by the Guest. An inspection of the Guest Suite by the owner, accompanied by the Manager or a member of the Board, is recommended prior to the Guest occupying the Guest Suite, and at the end of the Guest's stay.
10. Payment is refundable for an unused Guest Suite, when cancelled at least forty-eight (48) hours in advance of the booked date.
11. A owner/Guest is required to report any problems within the Guest Suite to the Manager.
12. Anyone using a Guest Suite must keep it clean and refrain from behaving in a manner that disturbs the other owners
13. Smoking in the Guest Suite is strictly prohibited.

BOARD ROOM

1. The Board Room must be reserved and is available to owners and tenants on a prior reservation basis only. The use of the Board Room by the Board of Directors takes priority over other reservation requests.
2. Smoking is not permitted in the Board Room
3. Alcoholic beverages are not permitted in the Board Room.
4. Food and beverages are permitted, subject to the user leaving the room in a clean condition.
5. It shall be the responsibility of the owner to notify the concierge and to request an inspection of the room immediately prior to using the Board Room. Upon completion of use, the owner shall forthwith request an immediate re-inspection of the room. 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. The cost of repairs, which shall include the cost of extra cleaning, shall be assessed by the manager as soon as possible following the report of damage and the parties responsible shall be advised. The owner shall be liable for the full cost of repairs to any damaged equipment and any part of the common elements damaged during the use of the Board Room.

THEATRE ROOM

1. The Theatre Room must be reserved and is available to owners and tenants on a prior reservation basis only.

2. Proper advice in the use of the equipment must be sought from the Concierge in advance of use.
3. Smoking is not permitted in the Theatre Room.
4. Alcoholic beverages are not permitted in the Theatre Room.
5. Food and beverages are permitted, subject to the user leaving the room in a clean condition
6. Use of the Theatre Room is allowed at any time. However, anyone using the Theatre Room between 1.00 am and 7.00 am. must arrange with management at least forty-eight (48) hours in advance, for the provision of security, all at the cost of the owner reserving the Theatre Room. There is a four hour minimum charge for security.
7. It shall be the responsibility of the owner to notify the concierge and to request an inspection of the room immediately prior to using the Theatre Room. Upon completion of use, the owner shall forthwith request an immediate re-inspection of the room. 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. The cost of repairs, which shall include the cost of extra cleaning, shall be assessed by the manager as soon as possible following the report of damage and the parties responsible shall be advised. The owner shall be liable for the full cost of repairs to any damaged or missing equipment and any part of the common elements damaged during the use of the Theatre Room.

BALCONIES AND EXCLUSIVE USE AREAS

1. No television antenna, satellite dish, tower or similar structure and appurtenances thereto shall be erected on or fastened to, or traverse any unit or common element except by the Corporation in connection with a common television/telecommunication cable system, if any.
2. Balconies shall not be used for storage of any goods or materials.
3. No owner, occupant or tenant shall do or permit anything to be done on a balcony, 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, occupants or tenants.
4. No awnings or shades shall be erected over or outside the balconies without prior written consent of the Board.

LOCKERS

1. Locker units shall be used only for the purposes of storage. No locker unit shall be used by an owner so as to constitute a nuisance or danger or result in a violation of any governmental regulation.
2. No flammable, combustible or corrosive material may be stored in a locker.
3. Owners are responsible for securing their lockers. The Corporation and management assume no liability for damage to or loss of materials stored in lockers.
4. Storage of materials on top of the lockers, or in the common element access passages, is not permitted. Any materials not properly stored or which, in the opinion of management, present a danger to persons or property, will be removed and disposed of at the expense of the owner of the locker.

ELEVATORS AND MOVING

1. Moving days (both in and out) and large deliveries must be scheduled with the approval of the manager in advance and service, moving and delivery vehicles must be properly parked in designated visitor areas.
2. Moving and deliveries shall be permitted only from Monday through Saturday during hours as scheduled by the Board from time to time. No moving or deliveries are permitted on Sundays and Holidays.
3. Elevator availability is subject to prior reservation. The person reserving the elevator must sign the Elevator Reservation Agreement and provide the Corporation a deposit by personal cheque of an amount determined by the Board from time to time.
4. Protective padding must be installed in the elevator by Corporation staff before the use of the elevator for moving.
5. Deliveries of large items can be accepted only if the owner or tenant has completed a Delivery Authorization Form in advance. Large deliveries will be turned away in cases where no Delivery Authorization Form has been completed. The Management Company, the Condominium Corporation and staff accept no liability for handling Residents' parcels, deliveries or mail.
6. It shall be the responsibility of the owner to notify the concierge and to request an inspection of the elevator and affected common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the owner shall forthwith request an immediate re-inspection of the 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. The cost of repairs, which shall include the cost of extra cleaning, shall be assessed by the manager as soon as possible following the moving or damage and the parties responsible shall be advised. If the cost of repairs should be less than the amount of the security deposit, the balance shall be returned to the owner or the person reserving the elevator. If the cost of repairs exceeds the amount of the security deposit and the owner or person reserving the elevator still owns or resides in the building, the full cost of repairs less the amount of the security deposit shall be assessed against the unit as a common element expense and shall be collected as such.
7. During the term of the reservation and while the exterior doors are in an open condition, the owner shall take reasonable precautions to prevent unauthorized entry into the building.
8. Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
9. Bicycles are not permitted on any elevator.

OWNERS' CONTRACTORS, TRADE OR SERVICE PERSONNEL

1. All contractors, trade or service personnel must register with the concierge upon entering and leaving the building
2. Any owner employing contractors, trade or service personnel who are moving equipment and/or materials through the common elements must request an inspection from the concierge of any affected common elements before and after

moving of such equipment and/or material by any contractors, trade or service personnel. The total cost of repair of damage to the common elements caused by the moving of such equipment and/or material shall be the responsibility of the owner of the unit employing the contractors, trade or service personnel. Any such expenses, resulting damages and costs may be collected by the Corporation from the unit owner in the same manner as common expenses.

3. All work being performed by contractors, trade or service personnel must comply with the provisions of quiet enjoyment. Any contractors, trade or service personnel failing to comply with the Rules shall be denied access to the building.