

ABSOLUTE LOFTS
at 77 Lombard Street
METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1354

RULES

1. GENERAL
2. QUIET ENJOYMENT
3. SECURITY
4. SAFETY
5. COMMON ELEMENTS
6. RESIDENTIAL UNITS
7. GARBAGE DISPOSAL
8. TENANCY OCCUPATION
9. PARKING
10. BICYCLE STORAGE AREA
11. EXERCISE ROOM
12. MULTI-PURPOSE ROOM
13. PATIO/BARBECUE
14. BALCONY AND EXCLUSIVE USE AREAS
15. ELEVATORS AND MOVING
16. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL
17. INTERPRETATION

RULES

The following Rules made pursuant to the Condominium Act, R.S.O. 1990, c.C. 26 and regulations made thereunder (collectively, the "Act") shall be observed by all owners (collectively, the "Owners") and any other person(s) occupying the Unit with the Owner's approval, including, without limitation, members of the Owner's family, his tenants, guests and invitees.

Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, or his family, guests, servants, agents or occupants of his Unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation (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 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 and altered from time to time by the Corporation shall be binding on all unit Owners and their tenants, families, guests, visitors, servants or agents;
- (c) Any losses, costs or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by any Owner or his tenants, occupants, family, guests, visitors, servants or agents shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses;
- (d) No animal, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. 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 families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners or their respective families, guests, visitors, servants and persons having business with them;
- (b) No noise shall be permitted to be transmitted 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 expense take such steps as shall be 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 shall be allowed in the any unit or the common elements;
- (d) Firecrackers or other fireworks are not permitted in any unit or on the common elements;
- (e) Any repairs to the units or exclusive use portions of the common elements shall be made only during reasonable hours.

3. SECURITY

- (a) Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff;
- (b) No duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times;
- (c) Under no circumstances shall building access or common element keys be made available to anyone other than an owner or occupant;
- (d) No visitor may use or have access to the common elements and facilities unless accompanied by an owner or occupant;
- (e) Building access doors shall not be left unlocked or wedged open for any reason;
- (f) Service elevator availability shall be allocated by the manager in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission and as scheduled by the manager;
- (g) No owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be

compatible with the lock systems on the property and a copy of each new key must be delivered to the manager;

- h) Owners shall supply to the Board the names of all residents and tenants of all residential units and the license number of all motor vehicles that are parked in parking units.

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;
- (c) Owners and 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.
- (g) No owner or 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 any buildings, 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;
- (h) Smoking is prohibited in all common areas except as may be designated as a smoking area by the Board.

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) 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;
- (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 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 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;
- (g) 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;
- (h) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or any part of the common elements over which the Owner has exclusive use;
- (i) 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 pet as aforesaid, the pet shall be deemed to be a nuisance, and the Owner of the unit in which such pet is kept shall, within two (2) weeks of receipt of written notice from the Board or the Manager requesting removal of such pet, permanently remove such pet from the property.

RESIDENTIAL 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. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the Owner who, or whose, tenant, family, guest, visitor, servant or agent shall cause it;

- (b) No Owner or occupant shall make any material plumbing, electrical, mechanical, or television cable 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 manager all incidents of pests, insects, vermin or rodents and all Owners shall fully co-operate with the 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 buildings.

7

GARBAGE DISPOSAL

- (a) Loose garbage is not to be deposited in the garbage chute. All garbage must first be properly bound, packaged or bagged to prevent mess, odours and disintegration during its fall down the garbage chute or in the disposal rooms;
- (b) Newspapers and magazines shall not be thrown down the garbage chute, but shall be securely bound and deposited in the designated recycling area;
- (c) Bottles shall not be thrown down the garbage chute but shall be deposited in the designated recycling area;
- (d) Cartons and large objects which might block the garbage chute shall be stored in such area designated by the Board. The manager or designated person must be called to arrange for the immediate disposal of such items. Such items shall not be left outside the unit or on any exclusive use common elements;
- (e) No garbage other than those items listed in paragraphs (b), (c) and (d) above is to be left on the floor of the disposal rooms;
- (f) No burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown down the garbage chute;
- (g) No garbage shall be placed in the garbage chute between the hours of 10:00p.m. and 8:00 a.m.

8.

TENANCY OCCUPATION

- (a) No unit shall be occupied under a lease unless, 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 the requirements of the Condominium Act (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 his unit (or within seven (7) days of being advised that his 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;
- (c) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation;
- (d) No lease shall be for a period of less than six (6) months without the approval of the Board;
- (e) No Owner shall allow his tenant to sublet his unit to another tenant;
- (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, his current address and telephone number during the period of occupancy by the tenant.

9.

PARKING

For the purpose of these Rules, "motor vehicle" means a private passenger automobile, station wagon, compact van, sport utility vehicle or motorcycle as customarily understood. No motor vehicle parked upon any common elements and any parking unit shall exceed a height of 1.85 metres.

- (a) No vehicles, equipment or machinery, other than motor vehicles, shall be parked or left on any parking unit or any part of the common elements and without limiting the generality of the foregoing, no parking unit or parking areas shall be used for storage purposes except in an enclosed storage locker installed, or approved, by the Declarant for use in a parking unit;
- (b) Parking is prohibited in the following areas:
 - (i) fire zones;
 - (ii) traffic lanes;
 - (iii) delivery and garbage areas; and
 - (iv) driveways;
- (c) No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on a parking unit or any part of the common elements without the express written consent of the manager or the Board. No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space;
- (d) No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements, 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.
- (e) A parking permit is required with respect to any motor vehicle parked on any area of the common elements designated as a "Guest/Visitor Parking Area" between the hours of 2:00 a.m. and 7:00 a.m. at all times. The permit shall be an official permit authorized and issued by the Board, the manager and/or its designated agent. Owners are responsible for obtaining a permit on behalf of their guests/visitors, in advance, from the Board, the manager and/or its designated agent during normal business hours. A permit shall not be issued for a period in excess of three (3) days. The permit must be visibly displayed on the left front dashboard;
- (f) 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;
- (g) No motor vehicle shall be driven on any part of the common elements at a speed in excess of posted speed;
- (h) No person shall place, 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 security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its 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 unregistered with the manager, the vehicle may be towed without notice to the Owner and at the Owner's expense;
- (i) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other Owners. Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic. No mopeds and bicycles are permitted to be operated on sidewalks;
- (j) No unlicensed motor vehicle, including without limitation mopeds and go-carts, shall be driven within the property and no person shall operate a motorized vehicle within the property without proper operating licence.
- (k) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be fined or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whatsoever caused to such motor vehicle or to the Owner thereof;
- (l) Guests and visitors shall park only in areas designated as guest or visitor parking;
- (m) No motor vehicle having a propane or natural gas propulsion system shall be parked in a parking unit or the common elements;
- (n) No parking units shall be used for any purpose other than to park a motor vehicle or to store personal property in the enclosed storage locker installed by the Declarant in such parking unit.

10.

BICYCLE STORAGE AREA

- (a) Storage spaces within the Bicycle Storage Area are limited and will be allocated to Owners at the discretion of the Corporation or the Manager on a "first come, first served basis".

- (b) The bicycle storage area forms part of the Common Elements and shall not be obstructed by any of the owners or occupants or used by them for any purpose other than for the storage of such bicycle(s) as the Board or the Manager may allocate on a per residential unit basis from time to time;
- (c) Bicycles shall be stored in the manner directed by the Corporation or the Manager from time to time in order to facilitate the orderly ingress, egress and storage requirements of the Owners from time to time;
- (d) Parking or storage of bicycles in any area within the bicycle storage area not specifically designated for parking or storage is prohibited.
- (e) No servicing or repairs shall be made to any bicycles within the Parking Storage Area.
- (f) Each bicycle to be stored in the Bicycle Storage Area shall be registered by the Owner with the Manager and/or its designated agent during normal business hours.
- (g) Storage of bicycles in the Bicycle Storage Area is at the sole risk of the owner of such bicycle and the Corporation and the Manager shall in no event be responsible for any loss or damage occasioned to any bicycle so stored. Accordingly, Owners are advised to obtain insurance coverage on their bicycles against theft or damage if such protection is desired.

11. EXERCISE ROOM

The use of the exercise room is at the user's risk.

- (a) No equipment is to be taken out of the exercise room for any reason.
- (b) Proper advice must be sought by the user of the equipment before using the various exercise components in the room;
- (c) No food, beverages or smoking allowed in the room;
- (d) Proper dress shall be worn. Tops must be worn at all times. Sports shoes only must be worn; sandals, slippers, thongs, etc. are not acceptable. Bare feet or stockings or socks are not permitted.
- (e) No person under the age of 16 may use or is allowed in the exercise room;
- (f) Since perspiration will soil and damage the furniture in the common areas, proper post exercise attire must be worn. PLEASE NOTE: TAPES AND/OR RADIOS ARE ALLOWED. IF A RESIDENT FINDS THE NOISE LEVEL OBJECTIONABLE, THE AUDIO EQUIPMENT MUST BE TURNED DOWN OR REMOVED. FOR SANITARY REASONS, PLEASE USE A TOWEL TO WIPE THE PERSPIRATION OFF THE SURFACE OF THE EQUIPMENT USED.

12. MULTI-PURPOSE ROOM

- (a) Any Owner wishing to use the multi-purpose room shall complete in triplicate an application for rental of this room and leave same with the manager or the Board together with a non-refundable fee, plus a security deposit, plus a cheque to cover security by the hour, for an amount to be determined by the Board or the manager at the time of application. The deposit shall be returned if the multi-purpose room is left in the same condition as it is found;
- (b) No resident shall permit more persons to be present in the multi-purpose room than is allowed by the fire marshal's office, as indicated in the rental application;
- (c) No resident shall permit noisy, rowdy, or raucous behaviour in or adjacent to the multi-purpose room nor any behaviour or noise which disturbs the comfort and quiet enjoyment of other residents, their families, guests, visitors, servants, and persons having business with them;
- (d) No resident shall permit any illegal act in or adjacent to the multi-purpose room or upon the property of the condominium corporation;
- (e) Any resident using the multi-purpose room shall comply with all provisions of the application form filed with the manager or the Board and all such provisions are and shall be incorporated into the Rules and Regulations of the Condominium Corporation;
- (f) Advance reservations for the use of the multi-purpose room may be made by telephone. Reservations must be cancelled no later than 14 days prior to the date reserved. If cheque, deposits, and signed forms have not been received by the manager or the Board 14 days before the day of the party, the reservation will be automatically cancelled;
- (g) The multi-purpose room may not be used for any purpose after 2:00 a.m.

13. PATIO/BARBECUE

Permitted Hours of Use: 9:00 a.m. to Dusk

- (a) Use of these facilities is on a first come, first served basis, and may be used only during the Permitted Hours;

- (b) The barbecue equipment and area are designed for gas barbecuing;
- (c) The barbecue equipment and area must be cleaned after use;
- (d) Deposit all refuse in the trash receptacles;
- (e) The use of radios, tape players, etc. is permitted if used with consideration for other residents;
- (f) For safety reasons, the barbecue equipment is not to be used during high winds.

14. BALCONIES AND EXCLUSIVE USE AREAS

- (a) Balconies and exclusive use areas shall not be used for cooking and barbecuing;
- (b) No hanging or drying of clothes is allowed on any balcony or exclusive use area;
- (c) Balconies and exclusive use areas shall not be used for the storage of any goods or materials;
- (d) Only seasonal furniture is allowed on balconies 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, occupant or tenant 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, occupants or tenants;
- (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 prescribe the shape, colour and material of such awnings or shades to be erected.

15. 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 where the pads to protect the elevators should be installed as determined by the 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 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 8:00 p.m. Monday to Saturday, inclusive, and shall not take place on public holidays.
- (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 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 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 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 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 element expense and shall 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) Upon moving from a suite, the Owner or occupant vacating the premises shall surrender all common element keys and any security and/or garage access devices in his possession to the manager or its staff and the Corporation shall have the right to withhold any security deposit in its possession until all of the same have been surrendered;
- (i) Purchasers or tenants intending to occupy a unit shall register with the manager or its staff prior to the move in date at which time arrangements will be made for delivery of the common element keys and any garage access devices;
- (j) Bicycles and carts shall not be taken on any elevator;
- (k) Smoking is prohibited in all elevators;
- (l) Rules 15(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 of the property under the Act. Owners who have purchased their unit from the declarant shall not be required to provide a security deposit pursuant to Rule 15(c) for their initial move-in only.

16. 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 (including an exclusive use common element area) that may or will affect the common elements or common building services unless such persons or firms are

- (a) employed directly by the Condominium Corporation; or
- (b) 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 where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction; and 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; and where the Owner has otherwise complied with the Act and the declaration and by-laws of the Corporation in force at the time. Any such expenses, resulting damages and costs may be collected by the Corporation from the unit Owner in the same manner as common expenses.

17. INTERPRETATION

These Rules shall be read with all changes in gender or number required by the context.