

CASA CONDOMINIUM

RULES

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RULES

The following rules (the "Rules") made pursuant to the *Condominium Act, 1998*, by the Board of Directors (the "Board") of Toronto Standard Condominium Corporation No _____ (the "Corporation") 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 household, his tenants, guests and invitees.

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, members of their households, tenants, guests, invitees, 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, members of his household, tenants, guests, invitees, 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 or the Common Elements. No breeding of animals for sale or otherwise shall be carried on, in or around any Unit.

2. Quiet Enjoyment

- (a) Owners, members of their households, tenants, guests, invitees, 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 incurred in abating the noise (including reasonable solicitor's fees).
- (c) No auction sales, private showing or public events shall be allowed in 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 Common Elements shall be made only during reasonable hours.

3. Security

- (a) Owners shall supply to the Board the names of all residents and tenants of all Residential Units;
- (b) Residents are to immediately report any suspicious person(s) seen on the Property to the manager or its staff.

4. Safety

- (a) No storage of any combustible, hazardous, noxious 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;
- (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 the 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.

5. Common Elements

- (a) No one shall harm, mutilate, destroy, alter or litter the Common Elements or 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, 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 antenna, aerial, tower, satellite dish or similar structure or appurtenance thereto shall be erected on or fastened to any Unit, or any portion of the Common Elements, except by the Corporation in connection with a common television cable system;
- (f) No outside painting shall be done to the exterior of the Units, railings, doors, windows, or any other part of the Common Elements;
- (g) 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;
- (h) Any physical damage to the Common Elements caused by an Owner, members of his household, tenants, guests, invitees, 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;
- (i) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window or door;
- (j) 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 or on any Parking Unit;
- (k) Each pet owner must ensure that any defecation by such pet is 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 said pet 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;

6. Residential Units

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used 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 has caused the damage;

- (b) No Owner or occupant shall make any major plumbing, electrical, mechanical, structural 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 incidents of pests, insects, vermin or rodents within the buildings;
- (f) All hard floors, except in the kitchen, entrance foyer and bathrooms, shall be covered by carpeting to the extent of at least fifty percent (50%) of the area of any such floor.

7. Garbage Disposal

- (a) No Owner shall place, leave or permit to be placed or left in or upon the Common Elements any debris, refuse or garbage, except on days designated by the Board or the Corporation's manager as garbage pickup days, nor shall he place or deposit same, except in an area designated by the Corporation or the manager as a central garbage depository. Such debris, refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags not exceeding twenty-five (25) pounds per bag in weight and shall be disposed of as directed by the manager. Where such debris, refuse or garbage consists of large items, crates or cartons, the Owner shall arrange with the manager or supervisor for disposal thereof and such crates or cartons shall not, in any event, be left outside any Unit.

8. Tenancy Occupation

- (a) No Unit shall be occupied under a lease or a renewal of a lease unless within 30 days of entering into the lease or renewal, the Owner has provided the tenant(s) with a copy of the declaration, by-laws and rules of the Corporation and the Owner has 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 Lease or renewal or a summary of it in the form prescribed under the Condominium Act, 1998 (the "Act") in accordance with Schedule 3 attached hereto;
- (b) In the event that the Owner fails to provide the foregoing documentation in compliance with paragraph (a) above within 30 days of 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 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;
- (d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation;
- (e) No lease shall be for a period of less than six (6) months without the approval of the Board;
- (f) No Owner shall allow his tenant to sublet his Unit to another tenant;
- (g) 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;
- (h) During the period of occupancy by the tenant, the Owner shall have no right to use of any part of the Common Elements;
- (i) The Owner shall supply to the Board, his current address and telephone number during the period of occupancy by the tenant.

9. Pets

- (a) No animal, livestock or fowl of any kind, including animals normally considered to be domestic pets, other than one (1) dog or up to two (2) cats; two (2) canaries, budgies or other small caged birds; or an aquarium of goldfish or tropical fish (hereinafter referred to as "pets" or "household pets") or such other animal that the Board may designate as a pet in its sole discretion, from time to time, shall be allowed or kept in any Unit by an Owner, members of his household or tenants (collectively referred to as a "Resident").
- (b) The breeding of any type of animal, fish or fowl for sale is strictly prohibited.
- (c) Each Owner or Resident keeping a pet in his Unit shall register the pet with the manager and/or the Board which registration shall include a description of the pet's species, breed, colour and any other distinguishing features;
- (d) No dangerous animal, including without limitation attack dogs, shall be permitted to enter or reside within this Condominium at any time. Without limiting the generality of the foregoing, the Board, in its sole and unfettered discretion may, after receiving a written complaint alleging the viciousness of the pet deem such pet to be dangerous and require the immediate removal of such pet from the Condominium.
- (e) Pets are not permitted within the Recreational Facilities.
- (f) No pet shall be permitted outside of the Unit where it resides, except in the custody of the Owner or Resident and upon a short leash.
- (g) Pets shall not be exercised in the lobbies, corridors, stairways, garages, grounds, pavements or any other portion of the non-exclusive use Common Elements.
- (h) All damages occasioned by a pet to the buildings, grounds, floors, walls, trims, finishes, tiles, carpeting, stairs, landscaping or any other portion of the Common Elements shall be the full responsibility of the Unit Owner who shall fully reimburse the Corporation for the cost of the repair, replacement and renovation required by such damage.
- (i) Notwithstanding anything hereinbefore set out, no household pet deemed to be a nuisance by the Board or the manager (in its absolute and sole and unfettered discretion) may be kept by an Owner or Resident. The Board may from time to time receive complaints regarding the noise level, general disturbances, waste or damage caused by pets. Upon receiving such complaints the Board shall give written notice to the Owner or Resident owner of the offending pet that they have received a complaint, which notice in writing shall constitute a "first warning". The Board shall give the Owner or Resident a sufficient period of time in which to rectify any previous non-compliance of the Rules (insofar as this is possible) and show compliance (including taking measures to prevent his pet from causing such waste, noise or nuisance) with the Rules governing the keeping of pets within this Condominium. A Resident or Owner who fails to comply with the Rules after being provided with a "first warning" will thereafter, at the sole discretion of the Board and/or the manager, receive written notice requesting the permanent removal of the pet from the Condominium which must be complied with within two weeks of receiving such written notice.
- (j) All Residents and Owners must comply with the laws of the Province of Ontario or the applicable by-laws of the local municipality with respect to the keeping of dogs and other pets.
- (k) Owners or Residents shall not permit their pet(s) to soil or damage any part of the Common Elements or Units whether by waste, defecation, urination or otherwise. In any event where such soiling or damage occurs, the Owner or Resident shall immediately rectify the damage or remove the excrement immediately, failing which the manager shall have such excrement removed and the Unit Owner shall be liable for a \$50.00 removal charge (which may be collected in the same manner as common expenses).
- (l) No pet shall be permitted to make excessive noise, and for purposes of the foregoing, "excessive noise" shall be such noise (as determined in the sole discretion of the Board) which is deemed to be annoying or disturbing to other Unit Owners.
- (m) No Guest shall be permitted to bring any pet onto the Condominium, other than a guide dog for the visual or hearing impaired.
- (n) In the event of an emergency (such as a fire) every pet owner shall have the full responsibility to care for his pet, control its actions and guarantee its safety.

10. Parking

For the purpose of these Rules, "motor vehicle" means a private passenger automobile, station wagon, compact van or motorcycle as customarily understood. No motor vehicle parked upon any Common Elements 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 part of the Common Elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (b) Parking is prohibited in the following areas:
 - (i) fire zones;
 - (ii) traffic lanes;
 - (iii) delivery and garbage areas; and
 - (iv) roadways.
- (c) No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile or equipment of any kind on 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, nor in any Parking Unit other than in a designated parking space but this 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 designated as a "Guest/Visitor Parking Area" between the hours of 2:00 a.m. and 7:00 a.m. The permit shall be an official permit authorized and issued by the Board of Directors, 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 of Directors, 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 license 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 the posted speed of ten (10) km per hour.
- (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 Unit 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 within the parking garage 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 licensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without the proper operating license.
- (k) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to a fine 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.