

Rules & Regulations

MTCC 933

**38 Elm Street
Toronto, Ontario**

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1. INTRODUCTION

The Condominium Act, 1998 and the Condominium documentation which all original Owners received contain a number of Rules, Regulations and By-laws designed to assist our Corporation to operate in a businesslike manner that is in the best interests of the majority of Residents. Your Board of Directors is also authorized by legislation and these same documents to introduce additional Rules for the same purpose.

The full list of the above Regulations is lengthy and not easy to find among the many pages of the Corporation's documentation. All Residents should, however, be very familiar with them, particularly those that establish the dos and don'ts that must be followed for the maximum comfort and enjoyment for the majority of Residents.

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

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

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

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

Concierge shall mean the individual or company appointed by the Corporation to assist with the management of the Corporation or any agent or employee therefore.

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

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

2. ENFORCEMENT

- 1) Property Management has been authorized to restrict use of the recreation facilities and to remove any person who fails to comply with the foregoing rules. The Concierge will record in the logbook any incident of non-compliance with the rules and regulations.
- 2) These regulations apply to all present and future Owners who shall be subject to and shall comply with the provisions of the Act, the Declaration, the By-laws and any other Rules and Regulations of Metropolitan Toronto Condominium Corporation No. 933 (hereinafter referred to as the Corporation).
- 3) In addition to all other means of enforcement available to the Corporation, attention is directed to Section 134 of the Act which provides that a duty imposed by the Act, the Declaration, the By-laws or the Rules (hereinafter referred to as Documentation) may be enforced by an Order of the Court directing the performance of the duty.
- 4) Any and all losses, costs or damages incurred by the Corporation by reason of a breach of any provision in the Documentation of the Corporation in force from time to time, by any Owner, shall be borne and/or paid for by such Owner and may be recovered on a solicitor and client basis by the Corporation against such Owner in the same manner as common expenses or as may be provided in the Condominium Act or in any other lawful manner.
- 5) In addition to any other enforcement proceedings which may be available to the Board of Directors pursuant to the Condominium Act the Board shall also have the authority to deal with Owners who violate the Documentation as follows:
 - i) The offending Owner shall be notified in writing by Property Management and the Board of Directors with respect to the first violation and shall be given 14 days to rectify the violation where applicable, or signify their future willingness to comply with the Corporation's Documentation;
 - ii) Upon the occurrence of the second violation the Owner shall again be notified in writing by Property Management and the Board of Directors and shall within two days after receipt of said notice provide a written undertaking to comply with the Corporation's Documentation, to the Board of Directors;
 - iii) Upon the occurrence of the third violation, the Board of Directors may after meeting with the Owner, require the Owner to place a security deposit with the Corporation, and said security deposit may be forfeited and considered damages in the event that any further breaches of the provisions of the corporation's documentation should occur;
 - iv) Upon the occurrence of any further violation, the Board of Directors may suspend the Owner from further use of the Corporation's facilities for a period of time to be determined by the Board of Directors acting reasonably.

3. THE CONCIERGE

- 1) The Concierge has the authority to act on behalf of the Board of Directors to enforce the Rules and Regulations of the Corporation. The Concierge or other security personnel have the right to restrict Owners from using the facilities, if the above-mentioned Rules and Regulations are contravened.
- 2) The Concierge is a security officer of the Corporation and is on duty at the front desk area at all times. Employees of the Corporation who man the desk from time to time shall be deemed to be the acting Concierge.
- 3) The Concierge desk is staffed 24 hours per day, seven days per week.
- 4) The Concierge and Property Management are the only persons authorized to operate the desk controls. Under no circumstance is an Owner permitted to operate the desk controls.
- 5) The Concierge keeps a book of standing authorizations for deliveries and cleaning staff and/or general contracting staff. A suite may not be entered for the purpose of delivering goods or allowing entry of repair and service personnel. The Concierge is not permitted to allow unauthorized entries. The Concierge or the Corporation is not responsible for any theft by individuals authorized by a resident to enter the suite.
- 6) Small deliveries, if properly wrapped, will be accepted on a Resident's behalf by the Concierge. Residents shall not leave personal property with the Concierge.
- 7) The Concierge or the Corporation is not responsible for any delivered goods or personal property that is left in the common areas or with the security staff.
- 8) No cash for c.o.d.s is to be accepted by the Concierge.
- 9) The Concierge desk telephones are to be used only by the concierge staff.
- 10) The Concierge must be notified immediately of any serious malfunctions in the building's common areas or within the suites so that proper entry and follow-up can be made in the logbook.
- 11) Keys not in a locked box cannot be accepted from realtors or agents by the Concierge.
- 12) Keys from Residents will not be accepted by the Concierge unless the unit owner signs a key waiver form.

4. FIRE

- 1) No Owner shall do or permit anything to be done in his/her unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance premiums on any building or on property kept therein, or obstruct or interfere with the rights of the Owners, or in any way injure or annoy them, or conflict with the Regulations of the relevant fire department or with any insurance policy carried by the Corporation or conflict with any of the Rules and ordinances of the local board of health or with any municipal by-laws or any provincial or federal statute or regulation.
- 2) No smoking is permitted in the common areas including locker areas, halls, elevators, stairwells and lobbies and the recreational facilities, parking garage except where designated by the Board of Directors and/or Property Management.
- 3) Natural Christmas trees or any parts thereof are not permitted in the building.
- 4) Owners shall not overload existing electrical circuits and plumbing facilities in their units.
- 5) No stores of coal, propane gas or any combustible or offensive goods, provisions or materials shall be kept in the units or common elements without the prior written consent of the Board. Offensive goods will be those judged to be offensive by the Property Manager or the Board of Directors at their sole discretion.
- 6) Fire routes must be kept clear at all times and enforcement of such will be duly implemented.
- 7) All Owners are required to maintain a regularly serviced fire extinguisher, carbon monoxide detector and smoke detector.

5. MOVING

- 1) No Owner shall move furniture and equipment from one floor to another or in or out of the building except by the elevator designated for such purpose by Property Management and only after proper wall protection has been attached by advance arrangement with Property Management.
- 2) Arrangements for using the elevator when moving in or out or from floor to floor must be made a minimum of seventy-two (72) hours in advance.
- 3) All bookings of the elevator require security deposit, please see Appendix 1, payable when booking the elevator and the Owner/Resident must complete the Elevator Reservation Agreement. When moving into the building or from floor to floor, the security deposit will be returned if, after inspection by the Concierge or Property Management, no damage has occurred and a Resident Information Form is completed and submitted to Property Management. When moving out, the security deposit will be returned if, after inspection by the Concierge or Property

Management, no damage has occurred and when all common element keys and parking access cards are returned to Property Management.

- 4) Moves are restricted to Monday through Saturday, between 9:00 a.m. to 6:00 p.m. No moving shall take place on Sundays or holidays.
- 5) All furniture must be taken directly from the elevator to the suite or from the suite to the elevator, as applicable. Nothing shall be placed or left, even temporarily, in the hallway.
- 6) Where damage to the elevator or any part of the common elements has been caused by the movers or by the movement of furniture and equipment into or out of a unit, the person whose name is on the Elevator Reservation Agreement and/or the Owner of the suite shall be responsible to the Corporation for the cost of repairing such damage. Property Management shall assess the cost of repair as soon as possible after the move, on the basis of quotations. The Corporation may collect any such amount owing as provided in the Condominium Act, the Corporation's Declaration or by any other lawful means.
- 7) All moves must be made through the move-in room. No items can be moved through or stored in the vestibule inside the back door. No items of any type are allowed to be moved through the main lobby doors.
- 8) Miscellaneous furniture moves must be prearranged with Property Management.
- 9) Owners must ensure that their movers are adequately insured.

6. OWNERS AND TENANTS

- 1) Prior to moving into a unit and concurrent with the booking of an elevator for a move, each Owner or Tenant shall complete the Resident Information Form and will subsequently revise it when required. This information is kept totally confidential and is necessary for the safety and security of the Residents.
- 2) Each residential unit shall be used as a single-family dwelling unit and for no other purpose. No more than two adults shall occupy a one-bedroom unit and no more than four adults shall occupy a two-bedroom unit.
- 3) No Owner shall, upon reasonable notice, deny entry to his unit to the Condominium Corporation or any person authorized by the Corporation to perform the objects and duties of the Corporation.
- 4) Upon entering into the lease of a unit, the Owner shall provide:
 - i. the Tenant with a copy of the Declaration, By-laws and Rules;
 - ii. the Owner's new address to Property Management; as well as the tenants' contact information.

iii. such other information as the Board of Directors may from time to time reasonably require.

- 5) A lease or tenancy shall be for an initial term of not less than one (1) year except that a lease may be for an initial term of less than one year when, upon the expiration of the term, it is the bona fide intention of the Owner to promptly thereafter complete a sale of the unit. No unit shall be occupied under a lease or license arrangement for transient or hotel purposes. All tenancies for units shall be in writing.
- 6) Within twenty (20) days of ceasing to rent a unit or within twenty (20) days of being advised that the tenant has vacated or abandoned the unit, as the case may be, the Owner shall notify the Condominium Corporation in writing that the unit is no longer rented.
- 7) Any Owner of a unit(s) who is not a Resident shall use only those areas of the common elements that are necessary for access to and egress from the unit(s) and shall not use any other area of the common elements.

7. UNITS FOR SALE/LEASE

- 1) Real estate agents will be permitted to show space in the building Monday to Saturday from 9:00 a.m. to 9:00 p.m. and Sundays from 10:00 a.m. to 7:00 p.m.
- 2) No open houses are permitted at any time.
- 3) Lock boxes may be left by the Concierge desk providing that the owner has filled out a waiver. Concierge / Security or Management will not have the codes to any lock boxes and will not be liable for any missing keys or fobs.
- 4) Owners must sign a waiver at the Concierge desk authorizing the agent and potential purchaser's access to the building and the lock box held at the Concierge Desk. This waiver will also exempt all employees and contractors of MTCC 933 from any liability related to misplaced keys or damage to suites or the common element property.
- 5) All potential purchasers must be accompanied throughout the building at all times.
- 6) Lock boxes are not permitted in any area of the building including stairwells or on the exterior property and will be removed immediately.
- 7) Agents will not be permitted to wait in the building lobby for prospective buyers, or solicit business from residents on condominium property.

8. NO PETS

- 1) No owner or occupant of a dwelling unit shall maintain, keep or shelter any animal, livestock, reptile or fowl therein, other than a household pet as herein and in the Declaration defined. For the purpose of this restriction upon the use and occupation of dwelling units, the term "household pet" shall mean a quiet caged bird, and aquarium fish.
- 2) With the sole exception of a guide dog within the meaning of the Blind Person's Rights Act of Ontario, which a guide dog may exceed such weigh limit, and unless any such household pet (including a guide dog) becomes a nuisance arid causes unreasonable interference with the use and enjoyment by owners of other residential units and the common elements, in which event the Board may require the pet owner to permanently remove such pet from the property upon two weeks' written notice.
- 3) Anyone who keeps a pet on the property contrary to these rules (or any of them) shall within two (2) weeks of receipt of a written notice from the Board or the Building Management requesting the removal of such pet, permanently remove such pet from the property.

9. PARKING

- 1) No Owner shall lease or permit his parking unit to be used by anyone but another resident of the Condominium Corporation, or future phases and must notify Property Management prior to same.
- 2) The sale, or transfer of title, of a parking unit, shall comply with the requirements as per the Metropolitan Toronto Condominium Corporation No. 933Declaration.
- 3) All Owners' motor vehicles as defined in the Declaration must have an official parking decal. Only one motor vehicle that is either a private passenger automobile, station wagon, compact van, or motorcycle may be parked in any parking unit unless the parking unit is of sufficient size to safely accommodate more than one vehicle, provided that in no instance shall any portion of any motor vehicle protrude beyond the boundaries of the parking unit or encroach upon any portion of the common elements or any other parking unit. Only one motorized vehicle may be permitted per parking unit. Any Owner wishing to park a vehicle in a parking unit must first obtain a parking sticker (or decal). A sticker will only be issued upon completion of the Resident Information Sheet and any other related information, which the Board of Directors may require from time to time. The sticker or decal must be affixed to the motor vehicle described on the information form, on the lower left (driver's side) of the windshield.
- 4) Any change to the information provided on the form must be reported immediately to Property Management.

- 5) Those authorized shall park only in the parking unit registered for the motor vehicle and only one motor vehicle is to be parked in each parking unit and no resident shall park in a parking unit designated for visitors. All vehicles parked in units other than their own without the permission of Property Management shall be tagged and/or towed away.
- 6) Parking units may only be used for motor vehicles as defined in the Declaration.
- 7) Parked motor vehicles must not encroach on driveways or adjacent parking units. No parking is permitted in front of the main entrance.
- 9) No motor vehicle may park on the surface roadways within the property. These roadways are designated fire routes. Any motor vehicle parked on these roadways will be tagged and/or towed away at the Owner's expense and risk.
- 11) Motor vehicles must not exceed ten (10) km per hour anywhere on the property.
- 12) All motor vehicles in motion in the indoor parking areas must have their headlights on and must not sound horns.
- 13) When driving up or down the ramp, all motor vehicles must stay to the right.
- 14) No servicing, vacuuming, washing or repairs shall be made to any motor vehicle on the common elements or in a parking unit.
- 15) No trailer, camper, recreational vehicle, boat, snowmobile, tires, batteries, combustible materials, machinery or equipment or goods of any kind shall be parked, left or placed on any part of the common elements or any parking unit, nor shall any motor vehicle be parked on any part of the common elements other than a designated parking spot.
- 16) No motor vehicle or any other kind of vehicle shall be driven on any part of the common elements other than on a surface roadway, driveway or ramp.
- 17) The Owner of each parking unit shall maintain the unit in a clean and tidy condition including the elimination of oil or grease spills and where such is not done, the Corporation may have the parking unit cleaned and may charge the cost of such cleaning to the unit Owner and collect any amounts owing as may be provided in the Condominium Act, the Declaration or by any other lawful means.
- 18) No Owner shall park or use a motor vehicle in contravention of these Rules. If such should occur, the person is liable to be fined or have the motor vehicle towed away from the property in accordance with city by-laws. In such an event, neither the Corporation, its Directors, Officers, employees or agents shall be liable whatsoever for any damages, costs or expenses howsoever caused to such motor vehicle or to the Owner or agent thereof.
- 19) No Owner shall place, leave, park or permit to be placed, left or parked in any parking unit any motor vehicle which, in the opinion of Property Management or as directed by the Board of Directors, may pose a security or safety risk, either caused

by its length or unattended stay, its physical condition or appearance or its potential damage to the property. On seventy-two (72) hours' notice from Property Management, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as directed by Property Management, in default of which the motor vehicle shall be removed from the property at the expense of the Owner.

- 20) The parking units shall be subject to a right-of-access over, along and upon such parking units at all times when necessary in favour of the Corporation, its agents and employees for the purpose of ingress to and egress from mechanical, electrical and service areas and equipment and for garage sweeping and repairs.

10. VISITORS

- 1) Visitors are required to use the main entrance on Elm Street
- 3) Residents (hosts) are responsible for their visitors while in the Common Areas.
- 4) Visitors may not use the 2nd floor amenities unless accompanied by their host resident at all times.
- 5) Visitors shall identify themselves through the speaker system to the Resident before entering the building. The Resident shall allow their visitor access to the building. Visitors may then proceed.
- 5) When entry has been gained by advance written permission, in the absence of the Owner, such person must enter and sign his name in and out of the building in the Visitor's Register and also provide proof of identification.
- 6) Visitors are not permitted to bring pets into the Corporation.

11. IN-SUITE RENOVATIONS

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

work. The contractor or workmen must remove all debris from the building daily. Owners must ensure that the common elements are kept clean and not damaged.

- 3) No Owner shall make any alteration or decoration visible from the exterior of the unit without the prior written consent of the Board.

12. GARBAGE (Refuse)

- 1) Hours of use for the Disposal Rooms on each floor are 8:00 am to 10:00 pm daily.
- 2) All refuse is to be wrapped in plastic bags, securely tied and pushed down the chute. Refuse is not to be left on the floor of the garbage chute room.
- 3) All glass bottles and glass containers must be separated from regular garbage.
- 4) No flammable materials and/or liquids may be placed down the chute.
- 5) Nothing shall be placed in any garbage chute, which may result in the blockage of such chute.

13. NOISE

- 1) Repairs, hammering, drilling, or any other related activity which creates noise or disturbs in any way other Owners will only be permitted between the hours of 9:00 a.m. to 6:00 p.m., Monday through Friday.
- 2) No Owner shall create or permit the creation or continuation of any noise or nuisance, which in the opinion of the Board of Directors or Property Management, may or does disturb the comfort or quiet enjoyment of the units or common elements by other Owners.
- 3) No noise, caused by an instrument, television, radio, cd player/stereo or other device or otherwise, which in the opinion of the Board of Directors, the Property Management and/or the security personnel may be calculated to disturb the comfort of the other Owners, shall be permitted.
- 4) Ipods, and such devices shall only be used by Owners in or on the common areas with earphones and at a volume, which no other person can hear.

14. COMMON ELEMENTS AND UNITS

- 1) No articles or doormats shall be placed outside the individual doorways in the common element hallways.
- 2) Weather stripping may not be installed on the unit entrance door of any unit.

- 3) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her unit or adjacent common elements. Owners shall immediately report to the management office any incidents of pests, insects, vermin or rodents. Upon receipt of notice in writing, each Owner shall permit entry to his/her unit for the purpose of conducting pest control operations, including any spraying programs. Each Owner shall prepare the unit in the manner prescribed in the aforesaid notice and shall permit and facilitate entry into the unit by any authorized pest control personnel and shall co-operate in order to carry out the full extent of this rule.
- 4) The water closets / bathrooms and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the Owner who has caused such damage.
- 5) It is the owners' responsibility to ensure the individual unit dryers are kept free of lint, fibers and dust.
- 6) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever without the prior written consent of the Board of Directors.
- 7) All window coverings shall be white or off-white, to ensure the consistency of the exterior appearance of the building and ensuring no colour other than white or off-white shall be visible from the exterior of the building, and are to be installed over all windows by the Owner/Resident within a reasonable amount of time in newly occupied units.
- 8) No awnings or shades shall be erected over and outside of the windows and no reflective or insulating materials or coverings may be placed on any window or door without the prior written consent of the Board of Directors to ensure a uniform external appearance.
- 9) Water shall not be left running unless in actual use.
- 10) No auction or garage sale shall be held in any of the units or on the common elements. No Open House will be permitted for the sale or lease of a unit, providing all other rules are adhered to by the resident or the resident's agent.
- 11) Bicycle riding, skate boarding, roller blading or ball playing is not permitted on the lawns, sidewalks, driveways or in any of the common areas of the Corporation.
- 12) Save as otherwise provided or contemplated in the Declaration of the Corporation, the sidewalks, lobby passageways, walkways and driveways used in common by the Owners shall not be obstructed by the Owners or used by them for any purpose other than for ingress and egress to and from their respective units and/or the common elements.

- 13) No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit or common element except in connection with a common television cable system supplying service to the entire building or with the permission of the Board of Directors.
- 14) No building, structure or tent shall be erected and no trailer shall be placed, located, kept or maintained on the common elements.
- 15) No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds, nor shall anyone uproot existing plants, hedges, shrubs or trees, nor plant new shrubs, hedges or trees anywhere upon the common elements.
- 16) No portion of a unit (other than the entire unit) shall be partitioned or divided for use as an additional single-family residence.
- 17) Food and beverage consumption is prohibited in the halls, elevators, stairwells and lobbies.
- 18) Residents are required to wear proper attire (shoes, shirts, etc...) when using common hallways, entrances or elevators.
- 19) No one shall smoke anywhere on the interior common elements, including the underground parking garage, the front of the building and locker rooms.
- 20) No Owner shall permit anything to be done on or in the unit or on the common elements, which does or may disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by others.
- 21) No solicitation, or delivery of flyers, is allowed in the building.

15. EXCLUSIVE USE – PATIOS, BALCONIES & TERRACES

- 1) Unit patios, balconies and terraces may not be used for the purpose of outdoor barbequing or cooking. No 'smokers' are to be used under any circumstances.
- 2) Propane tanks may not be stored or used anywhere on the property save and except the barbeques provided by the Corporation.
- 3) Seasonal furniture only is allowed on patios, balconies or terraces. All such items shall be safely secured and or weighed down in order to prevent such items from being blown off the exclusive use common elements by high winds.
- 4) No awnings, metal screening, or material shades shall be erected on or over the outside of any patios, balconies or terraces without the prior written approval of the Board. The Board shall have the right to prescribe the shape, colour, size and material of such awnings or shades to be erected.

- 5) No additional lighting, decorative or otherwise, may be installed on patios, balconies or terraces except temporary seasonal lighting or decorating for holiday occasions, without the prior written approval of the Board.
- 6) No owner or his lessee shall grow any type of tree, shrub, vine or grass outside the unit, visible from the exterior of the building, which is not in keeping with the original design aesthetics of the building without the prior consent of the Board. All such permitted plantings in planter boxes are to be maintained by the owner or his lessee.
- 7) No owner shall locate planters or any other installation on patios, balconies or terraces nor place water-retaining materials such as carpet on the floor of same to an extent, which might compromise its structural integrity.
- 8) Nothing shall be thrown, swept or permitted to be blown out of or off of any window, door, balcony, and patio or terrace area including but not limited to cigarette butts and cigar stubs. Nor shall any mop, broom, duster, rug or bedding be shaken or beaten from any window, door, patio, balcony or terrace area, nor from any other portion of the common elements.
- 9) No tiles, carpet or any other product may be installed on the balcony or terrace of any unit without the prior written approval of the Board.
- 10) For safety reasons, nothing including specifically cigarette butts shall be thrown from the balconies.

16. KEYS, LOCKS AND ACCESS CARDS

- 1) The Corporation shall retain keys to all units.
- 2) No Owner may change or re-key the lock or locks of a unit entry door. Property Management upon twenty-four (24) hours written notice from the Owner will change or re-key the locks at a cost, which will be paid by the Owner to the Corporation.
- 3) Chain locks on unit doors are not permitted.
- 4) Purchasers or tenants acquiring a unit must register with Property Management prior to moving in and upon completion of a Resident Information Sheet and upon sufficient proof that they are entitled to occupy the unit.
- 5) Parking Access Fobs are issued one per parking unit. Replacement of lost/stolen access fobs can be obtained by management for a fee and additional gray fobs can be purchased, please see appendix 3.
- 6) Lost mailbox keys can be replacement for a fee by the Management office, please see appendix 3.

17. BICYCLES

- 1) Bicycle lockers are located on the P2 & P3 parking level. Residents must complete an agreement in order to obtain a locker key. A minimal rental fee may apply.
- 2) All bicycles being stored must be registered with Property Management and a deposit cheque must be issued to the Corporation for key.
- 3) The bicycle locker key is Condominium Corporation property and must be returned to obtain a refund of the deposit.
- 4) Bicycles must not be stored or parked in a residential unit, a parking unit or on any part of the common elements not designated for bicycle storage, including exclusive use common elements.
- 5) Any bicycles chained to posts, fences or rails located throughout the common elements or unauthorized bicycles using the bicycle storage areas will be forcibly removed and impounded at the Owner's expense.
- 6) Owners authorized to use the bicycle storage areas designated by the Corporation will provide their own locks.
- 7) The Corporation endeavors to protect the property of the Residents but will not be responsible for any loss or damage howsoever caused to bicycles or attachments.
- 8) For safety reasons, bicycles must not be ridden up or down garage ramps or within the parking garage. Bicycles must be walked in the garage at all times. Safety practices must be observed at all times. Be cautious of vehicles at all times. Be seen, be safe.
- 9) Bicycles are not permitted to be taken through the lobby, corridors or elevators or any other part of the common fundamentals.

10. LMC RECREATION FACILITIES - GENERAL REGULATIONS

- 1) Recreation facilities are: sauna, change rooms, fitness center, billiard room, table tennis room, study room and tv/ theatre room, bbq and terrace, and events rooms.
- 2) All recreation facilities are used at the Owners' risk. The Board of Directors, agents of the Board of Directors and employees of the Corporation are not responsible for accidents, lost or stolen personal property or any other damages, howsoever caused.
- 3) As there are no medical facilities available in the building, those on medication, with respiratory, heart problems or other physical disabilities are urged to consult a physician before using any of the facilities.
- 4) Recreation facilities excluding the fitness room, events room and tv/ theatre room are available to Residents daily from 6:00 a.m. to 12:00 a.m.

- 5) All guests using the facilities must be accompanied at all times by the relevant Resident/Owner.
- 6) Persons using recreation facilities are fully liable for any damages that they or their guests cause. All costs incurred by the Corporation will be recovered from either the individual responsible and/or the unit Owner/Resident in accordance with the Rules, the Act and the Declaration.
- 7) Persons shall ensure that their visitors obey the rules and regulations of the Corporation
- 9) Drinking and eating are prohibited in the sauna, fitness room and change areas. Drinking and eating are permitted in the events rooms, terrace and bbq area. Smoking is prohibited in all recreational facilities.
- 10) No one shall use the Recreation facilities while under the influence of alcohol, tranquillizers or other drugs.
- 10) A maximum of two guests per suite are permitted to use the fitness room at any one time. Frequent guests of the same suite may be restricted from the fitness room at Management's discretion.
- 11) Non-resident Owners are prohibited from using the Recreation Facilities. Unit owners who do not reside in the building and who have leased their units shall be deemed and considered to be non-residents for the purpose of this paragraph.
- 12) Running, boisterous behaviour, yelling and general misconduct are not permitted.
- 13) The minimum age for unaccompanied users of the recreation facilities is 16 years. Anyone under the age of 16 must be accompanied and supervised by a Resident 16 years or older and no person under the age of 16 years is permitted to enter or use the exercise room.
- 14) Appropriate attire is to be worn at all times; at least robes and footwear are to be worn when moving to and from the recreation facilities.
- 15) Electronic devices may be used in the fitness room with earphones only. They may be used at a low volume in the billiard room and table tennis room with the permission of all others who are using this facility.
- 16) Reservations with the Concierge are required for the billiard table. Reservations are for a 60-minute period. You may not book more than one play period per day. However, if facilities are free, you may play more than one period, but only with the approval of the Concierge. If you arrive more than five minutes late into your reserved time, the Concierge may reassign your reserved period to another Resident.
- 18) Property Management has been authorized to restrict use of the recreation facilities and to remove any person who fails to comply with the foregoing rules. The

Concierge will record in the logbook any incident of non-compliance with the rules and regulations.

- 19) All Residents, when being the last person to leave the facilities shall switch off the lights in the relevant facility.

19. SAUNA/SPA

- 1) The sauna and spa are used at the Owners' risk. The Board of Directors, agents of the Board of Directors and employees of the Corporation are not responsible for accidents, lost or stolen personal property, or any other damages howsoever caused.
- 2) The sauna door shall not be left open.
- 3) Prolonged use of the steam may be injurious to your health (as a general rule, five minutes is the recommended maximum). It is not recommended that you use the steam room alone, please consult your physician before use.
- 4) Neither glass containers, food nor smoking are permitted in the steam room.
- 5) No person under 16 years of age is permitted to use the steam unless accompanied by a Resident who is at least 18 years of age.
- 6) The sauna is available to Residents daily from 6:00 a.m. until 11:00 p.m.

20. FITNESS CENTRE

- 1) For safety reasons the doors must be closed at all times
- 2) The fitness centre is for the use of Residents and their guests only. No admittance or usage of the exercise room is allowed by anyone under the age of 16 years, unless accompanied by an adult. All persons shall take the necessary steps to ensure that they are physically able to use the exercise room and should obtain prior consultation, if necessary, with a physician to determine whether or not such persons are able to use the equipment and the exercise room.
- 3) The exercise room is used at the Owners' risk. The Board of Directors, agents of the Board of Directors and employees of the Corporation are not responsible for accidents, injuries, lost or stolen personal property, or any other damages howsoever caused.
- 4) All weight equipment shall be used properly. Residents must not bang the weights. Users are reminded that they are responsible for any damages to the equipment and/or the property.

- 5) Proper soft-soled shoes, shorts or sweat pants, and shirts shall be worn at all times. Cut-off pants and bathing suits are not proper attire.
- 6) For hygiene reasons please wipe down all equipment after use with the towels provided.
- 7) Neither smoking, food or beverage consumption is permitted in the exercise room.
- 8) The fitness centre is available to Residents daily from 6:00 a.m. until 1:00 a.m.

21. BILLIARD ROOM AND TABLE TENNIS ROOM

- 1) The billiard room and table tennis room are used at the Owners' risk. The Board of Directors, agents of the Board of Directors and employees of the Corporation are not responsible for accidents, injuries, lost or stolen personal property, or any other damages howsoever caused.
- 2) Residents and their guests shall comply with any rules passed by the Board of Directors pertaining to the use of the billiard room and the reading room.
- 3) The billiard room and table tennis room may be used from 6:00 a.m. to 12:00 a.m.
- 4) No one shall use the billiard table for a greater period than 60 minutes in any one-day, except with the approval of the Concierge.
- 5) No one under the age of 16 can enter the billiard room unless accompanied (attended) by a Resident 16 years of age or older.
- 6) Billiard balls are available at the Concierge Desk. Cues are available in the billiard room and must remain in the room at all times.
- 7) Billiard players must keep one foot on the floor at all times and use the bridge, thus avoiding damage to the table.
- 8) Proper attire is required in the billiard room and the reading room; shoes and shirts must be worn at all times, bathing suits and cut-off pants are not permitted.
- 9) Residents are responsible for damage to the billiard room and the reading room and/or the equipment, including the cost of replacing equipment.
- 10) No food or drink, other than bottled water is allowed in the billiard room or the reading room.
- 11) No smoking is allowed in the billiard room or table tennis room.

22. EVENTS ROOMS- Governor General, Mayfair & Elgin Board Room

- 1) All reservations are to be made with Property Management in advance. Room rentals will be limited to Residents only. The party room cannot be used for any commercial business, solicitation or enterprise purposes.
- 2) A damage deposit cheque a non-refundable fee, in the form of a cheque, payable to the Corporation, and the completion of the Room Agreement is required for the use of the party room, please see appendix 5. Cheques are to be received by Property Management no later than 3 days prior to the date of use.
- 3) The maximum number of people permitted in the party room. The maximum allotted number of people permitted is 50.
- 4) On the day of the scheduled party, the Concierge issues the party room key to the Resident, upon completion of the guest list, Party Room Agreement the pre-inspection checklist with the Concierge and receipt of the required cheques by Management.
- 5) Should there be any damage whatsoever to the events room, or any other area of the common element, the damage deposit cheque will be retained until the cost to rectify the damages is made, at which time the Resident will be required to pay the repair costs. The balance, if any will be returned to the Resident.
- 6) No decorations of any sort are to be affixed to the walls, ceiling or doors.
- 7) The events room may be used from 10:00 a.m. to 1:00 a.m. The party room must be vacated by 1:00 a.m., however, should noise levels be deemed unacceptable, the security has been authorized to ask the Resident to vacate the room at anytime, should the Resident not comply with their request to reduce the noise level.
- 8) No guests are permitted to leave the events room with beverages or food.
- 9) Party guests are not permitted to use any other amenities other than the designated washrooms.
- 10) Doors to the events room are to be kept closed, except while entering or exiting.
- 11) Smoking is prohibited in the party room, or any other area of the common elements, as per the City of Toronto Smoke-Free By-law.
- 12) There is to be no open flame whatsoever in the party room. Any penalties from the Fire Department, who have been required to attend due to the fact that candles, sparklers, etc., have set off the fire alarm, will be the responsibility of the Resident.
- 13) Property Management, the Board of Directors or the Corporation will not be responsible for lost or mislaid possessions of the Resident or their guests.

- 14) Entertainers such as live bands or D.J.'s are permitted, as long as the noise is kept to a minimum, so that it does not disturb any other resident.
- 15) The Resident signing the events room agreement must be present at all times during the party.
- 16) Property Management reserves the right to deny the use of the events room to any Resident, in their sole discretion, who does not comply with the Corporation Rules.
- 17) It is the responsibility of the Resident to ensure the counters, cupboards and appliances are completely clean and all garbage is removed and properly disposed of.
- 18) The key to the party room must be returned to the Concierge by 9:00 a.m. on the morning following the date of use. The Concierge and the Resident will then complete the post-inspection checklist.
- 19) Upon receipt of the key and no damage has been reported from the Concierge, Property Management will forward the damage deposit cheque to the Resident within 3 business days.
- 20) Should a cancellation of a reservation be required, Property Management must be notified within 3 business days of the reservation to receive a full refund.

23. ELGIN BOARD ROOM

- 1) All reservations are to be made with Property Management in advance. Board Room rentals will be limited to Residents only on a first come first serve basis.

24. GUEST SUITE

- 1) Guest Suite is designated as NON-SMOKING. The guest suite is available by reservation only on a first come first serve basis. Reservations can be accepted no more than six months in advance.
- 2) A security / cleaning charge or deposit may be levied for every day / night of use of the guest suite, in such amount as the Corporation's Representative may determine fit from time to time.
- 3) The Corporation's Representative may determine such conditions of use regarding the Guest Suite as it deems reasonable in its own sole and unfettered discretion.

- 4) The Guest Suite is for the use of guests of residents only, and is not intended for use as hotel rooms for business purposes.
- 5) The maximum stay for a Guest of a resident within the guest suite is seven (7) nights per month. Any stay longer than seven (7) nights in one month, whether consecutive or dispersed, must be approved by the Property Manager or the Board of Directors.
- 6) The Guest Suite is available for occupancy from 3:00 p.m. on the reserved day, and shall be vacated on the scheduled final day of use no later than 11:00 a.m.
- 7) Only a resident owner, or a tenant with a current dated lease naming the tenant may reserve, pay for, and use the guest suite.
- 8) Signed contract and payment of the fees should be received by the Property Management Office. Fees must be paid for by separate certified cheques or money orders.
- 9) A resident is responsible for all costs, damages, losses and or liabilities caused or occasioned by his or her guest arising from (or in connection with) such Guest(s) use of the Guest Suite. An inspection of the Guest Suite subsequent to the Guest(s) stay shall be conducted by the Concierge or Property Manager to ascertain whether any damage has been caused thereto. In the event that the Property Manager determines that damage has been caused to the Guest Suite (or to the property located therein) by a guest, the Property Manager shall provide a written report to the owner who invited such guest, along with an invoice for payment of all costs relating to the repair of such damage, and the cleaning of the Guest Suite.
- 10) The resident and his or her Guest(s) shall fill out the Guest Suite acknowledgement and waiver of liability form, which shall be drafted in accordance with the direction of the Property Manager and the Board. In addition, each Guest shall sign a written acknowledgement confirming that the Guest(s) occupancy of the Guest Suite does not (and shall not) create the relationship of the landlord and tenant as between either both of the Condominium on the one hand, and the Guest on the other hand. To further reinforce the foregoing, all security / cleaning charges or deposits shall be paid by the owner who invited such guest or who's residents invited such guest to stay in the Guest Suite, rather than being paid by such guest, and neither the Condominium, nor the Board, nor the Property Manager shall accept direct payment from any guest who is using the Guest Suite.
- 11) The resident and his / her guests are responsible for all personal items left within the Guest Suite, and neither the Condominium, nor the Board, nor the Property Manager shall bear any responsibility for any loss, theft, damage, or destruction of any personal property of any Guest.
- 12) All reservations must be cancelled no later than 2 business days prior to the reserved date.

- 13) Complete refund of the Guest Suite fee will be made if cancellation conforms to paragraph "12" above. Otherwise a charge of one night fee will be levied for all single night bookings and a charge of two nights fee will be levied for more than a one-night bookings.

25. OUTDOOR BARBEQUES & TERRACE

- 1) The barbeques are available for use from 9:00 am to 10:00 p.m. daily, unless otherwise determined by the Board.
- 2) The use of this facility is restricted to residents and their guests. A resident must accompany his/her guest at all times when using the barbeque.
- 3) No one under the age of 16 is permitted to operate the barbeque.
- 4) Children must be supervised and accompanied by an adult at all times when in the vicinity of the barbeques.
- 5) No booking is required; barbeques and tables are available on a first come, first served basis.
- 6) Residents must sign in and out at the Concierge/Security desk before and immediately after using the barbeque.
- 7) No barbeques may be reserved prior to use. If there are people waiting to use the barbeques, please be considerate.
- 8) A resident may use the one barbeque at a time.
- 9) A resident may use the barbeque for a maximum of one and one-half (1 ½) hours, if someone is waiting for the barbeque.
- 10) Before and after barbequing, all food must be transported through the common elements in securely covered containers.
- 11) All barbeque knobs and the gas valve must be turned off after use. Residents are responsible to notify the Concierge/Security once finished so that gas can be shut off.
- 12) Each user must clean the grill surface using the wire brush provided, at the end of their use. Clean up may be waived if another person is waiting and agrees to assume responsibility for clean up.

- 13) All garbage must be wrapped, tied, and placed in the disposal containers, or removed from the area.
- 14) In case of an emergency, residents are required to notify the Concierge/Security desk
- 15) Owners are responsible for personal injuries, losses, liabilities or damage to property, caused by or occasioned by his/her guest(s). In the event of damage to the barbeque, equipment, or surroundings by a resident or his/her guest(s), Property Management will provide a written report to the resident along with an invoice for payment of all costs related to the repair and / or clean up of the damages.
- 16) Residents are fully responsible for all personal items of their own or their guest(s), left within the barbeque area, and the Corporation shall bear no responsibility for the theft, damage, or destruction of any such belongings.
- 17) Each resident eligible to use the barbeque, is responsible for ensuring that any guest(s) is/are fully aware of all the rules and regulations.
- 18) The Corporation bears no responsibility for personal injury, loss, or damage to the property.
- 19) NO SMOKING is allowed while operating a barbeque or while in the immediate vicinity of a barbeque.

26. TV/ THEATRE ROOM

1. The Theatre Room is available to all residents by booking the room in advance with the Concierge.
2. Residents 18 years or older may rent the Theatre Room and must accompany guests at all times while in the theatre room.
3. Total capacity of the room is 12
4. The Room may be booked no more than 1 time per week (weekend) by the same suite.
5. Management must approve a resident requesting the room more than 4 times a month.
6. Security Fees must be received prior to releasing the converters.
7. No food and drinks of any kind other than water are allowed.

8. All garbage must be collected and all areas are to be left clean
9. Any damage to the room will be charged back to the resident using the room.
10. Remotes must be picked up and returned promptly to the concierge desk
11. Reservations can be made up to **2 weeks** in advance only.
12. Bookings will be held for **24 hours only** without a confirmation (deposit received and agreement filled out) and then cancelled.
13. Property Management has been authorized to restrict use of the recreation facilities and to remove any person who fails to comply with the foregoing rules. The Concierge will record in the logbook any incident of non-compliance with the rules and regulations.
14. The TV Room may be used from 10:00 a.m. to 1:00 a.m. The room must be vacated by 1:00 a.m., however, should noise levels be deemed unacceptable, security has been authorized to ask the Resident and guests to vacate the room at anytime, should the Resident not comply with their request to reduce the noise level.
15. Smoking is not permitted.

Let's all help take care of our home, at 38 Elm Street, and keep it beautiful.

Be kind, respectful and courteous to your neighbours.