

FOR OFFICE USE ONLY

AT. 3146567
CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)
2012 -10- 09 13:46
[Signature]
LAND REGISTRAR

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 28 pages

(3) Property Identifier(s) Block 76264-0001 to 76264-1370 Property Additional: See Schedule ☐

(4) Nature of Document BY-LAW NO. 1 (Condominium Act 1998, Section 56)

(5) Consideration Dollars \$

(6) Description All Units and Common Elements comprising the property included in Toronto Standard Condominium Plan No. 2264 City of Toronto Land Titles Division of Toronto (No. 66)

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Parties ☐ Other ☒

(8) This Document provides as follows: See Schedule for By-Law and Certificate

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2264 by its solicitors McMillan LLP Per: [Signature] Robert Fraser 2012 10 09

(11) Address for Service 16 Brookers Lane, Toronto, Ontario M8V 0A5

(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property 16 Brookers Lane Toronto, Ontario M8V 0A5 (15) Document Prepared by: McMillan LLP Brookfield Place, Suite 4400 Bay Wellington Tower 181 Bay Street Toronto, Ontario, M5J 2T3 Fees and Tax Registration Fee Total

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56 (9) of the *Condominium Act, 1998*)

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2264

(known as the “**Corporation**”) certifies that:

1. The copy of By-Law Number 1, attached hereto, is a true copy of the By-Law.
2. The By-Law was made in accordance with the *Condominium Act, 1998* (Ontario).
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-Law.

DATED at Toronto as of the 26th day of September, 2012.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2264**

Per: _____

Name: David A. George

Title: Secretary

Per: _____

Name: Emilio Tesolin

Title: Vice-President

We have the authority to bind the Corporation.

WATERVIEW CONDOMINIUMS**NAUTILUS AT WATERVIEW****TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2264****BY-LAW NO. 1**

Be it enacted as a By-Law of Toronto Standard Condominium Corporation No. 2264 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I**DEFINITIONS**

Unless otherwise specifically defined herein, the terms used herein shall have ascribed to them the definitions contained in the *Condominium Act, 1998*, S.O. 1998, c. 19, and any amendments thereto, (hereinafter called the "Act") and the Declaration. Any reference to the Act herein shall, where the context so requires, be deemed to include the regulations promulgated thereunder.

ARTICLE II**SEAL**

The corporate seal of the Corporation shall be in the form impressed hereon.

ARTICLE III**RECORD**

The Corporation shall maintain a record (hereinafter called the "Record") respecting the property which shall note the name and address for service of each owner of a unit and each mortgagee of a unit whose mortgage entitles the mortgagee to vote at a meeting of owners. Only those mortgagees who have notified the Corporation in writing of their right to vote and their address for service and those owners who have notified the Corporation in writing of their name and address for service shall be noted on the Record. The Corporation shall use the record solely for the purposes of the Act. The address of each owner shall be the address of his/her unit and the address of each mortgagee shall be the address shown for him/her on his/her mortgage registered in the applicable land registry office, unless the Corporation is given notice of a different address by such owner or mortgagee. Any owner or mortgagee whose name is in the Record shall notify the Corporation in writing of all changes in their address for service.

ARTICLE IV**MEETINGS OF OWNERS**

1. **Meetings** - Subject to the requirements of the Act, anything that is required to be approved by a vote of any of the owners shall be approved only at a meeting of the owners duly called for that purpose.
2. **Meeting Called by First Board** - The First Board (as hereinafter defined) shall call and hold a meeting of owners by the later of the thirtieth (30th) day after the day by which the Declarant has transferred twenty per cent (20%) of the units in the Corporation and the ninetieth (90th) day after the Declarant transfers the first unit in the Corporation (the "First Meeting of Owners"). The First Board is not required to call the First Meeting of Owners, if, by the day set for the meeting, the Declarant no longer owns a majority of the units and so advises the First Board in writing as a Notice to the First Board. At the First Meeting of Owners, the owners, other than the Declarant, may elect two additional directors to the First Board (the "Additional Directors").
3. **Quorum** - At the First Meeting of Owners, the quorum for the election of the Additional Directors is those owners who own twenty-five per cent (25%) of the units in the Corporation not owned by the Declarant. To count towards the quorum, an owner must have been entitled to receive notice of the First Meeting of Owners, must be entitled to vote at a meeting and shall be present at the meeting or represented by proxy.
4. **Increased Number of Directors** - Any Additional Directors elected to the First Board in accordance with Paragraph 2 of this Article IV shall hold office in addition to those directors appointed to the First Board in accordance with Paragraph 1 of Article VI, even if the addition of any Additional Directors results in more directors on the First Board than the Declaration or the by-laws of the Corporation allow.
5. **Turnover Meeting** - The board of directors elected or appointed at a time when the Declarant owns a majority of the units (the "First Board") shall, not more than twenty-one (21) days after the Declarant ceases to be the registered owner of a majority of the units, call a meeting (the "Turnover Meeting") of the owners to elect a new

board of directors (the "New Board", and the term "Board" as hereinafter defined shall also include the New Board) in accordance with Paragraphs 2 and 3 of Article VI, and such meeting shall be held within twenty-one (21) days after the calling of the meeting. If the Turnover Meeting is not called within such time, any owner or mortgagee entitled to vote under section 48 of the Act may call the Turnover Meeting. At the Turnover Meeting, the Declarant or its agents shall give to the New Board all items specified in subsection 43(4) of the Act. Within thirty (30) days after the Turnover Meeting, the Declarant shall deliver to the New Board all items listed in subsection 43(5) of the Act. In addition, pursuant to section 43(7) of the Act, within sixty (60) days after the Turnover Meeting, the Declarant shall deliver to the New Board, at the expense of the Corporation, audited Financial Statements (as hereinafter defined) of the Corporation prepared as of the last day of the month in which the Turnover Meeting is held.

6. Annual General Meeting - The first annual general meeting of owners shall be held not more than three (3) months after the registration of the Declaration and Description and subsequent annual general meetings shall be held within six (6) months of the end of each fiscal year of the Corporation. The annual general meeting shall be held at such place within the City of Toronto (hereinafter called the "Municipality") at such time and on such day in each year as the Board may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and by-laws of the Corporation to be read at and laid before the owners at an annual meeting; electing directors; appointing the Auditor (as hereinafter defined), fixing or authorizing the directors to fix the Auditor's remuneration of in accordance with Article IX and for the transaction of such other business as may properly be brought before such meeting.

7. Other Meetings - The Board may at any time call a meeting of owners for the transaction of any business to be held at such time and at such place within the said Municipality as may be determined by the Board.

8. Requisition for Meeting - A requisition for a meeting of owners (an "Owners' Requisition") may be made by owners of the Corporation who together (i) own at least fifteen per cent (15%) of the units; (ii) are listed in the Record; and (iii) are entitled to vote. An Owners' Requisition shall be in writing and signed by the requisitionists, state the nature of the business to be presented at the meeting and be delivered personally or by registered mail to the President or Secretary of the Board or deposited at the address for service of the Corporation. If the nature of the business to be presented at the meeting includes the removal of one or more directors, the requisition shall state, for each director who is proposed to be removed, the name of the director, the reasons for the removal and whether the director occupies the Reserved Position (as hereinafter defined). Upon receipt of an Owners' Requisition, the Board shall,

- (a) if the requisitionists in the Owners' Requisition so request, or if the requisitionists consent in writing, add the business to be presented at the meeting to the agenda of items for the next annual general meeting; or otherwise,
- (b) call and hold a meeting of the owners of the Corporation within thirty-five (35) days of receiving the Owners' Requisition.

If the Board does not comply with (a) or (b) above, any of the requisitionists may call the meeting and in such case the meeting shall be held within forty-five (45) days of the day on which the meeting is called. Upon request, the Corporation shall reimburse a requisitionist who calls a meeting pursuant to this Paragraph 8 for the reasonable costs incurred in so calling the meeting.

9. Notice of Meetings - Notice of every meeting of owners shall be in writing specifying the place, the date and the hour thereof and the nature of the business to be presented and shall, not less than fifteen (15) days before the day on which the meeting is to be held, be given to the Auditor and to each owner and mortgagee who is entered on the Record twenty (20) days before the date of such meeting. In addition to the foregoing, any notice of a meeting of owners shall be accompanied by a copy of all proposed changes to the Declaration, by-laws, rules or agreements that are to be discussed at the meeting as well as a copy of any Owners' Requisition. An owner or mortgagee who attends a meeting or who is represented by proxy shall be deemed to have waived the right to object to a failure to give the required notice, unless the person expressly objects to the failure at the meeting.

10. Reports - A copy of the financial statements required under section 66(2) of the Act (the "Financial Statements") and a copy of the Auditor's annual report required under subsection 67(1) of the Act (the "Auditor's Report") shall be attached to the notice of the annual general meeting of owners. A copy of the minutes of meetings of owners and of the Board, shall, within ten (10) days of the date of each such meeting, be furnished to each such mortgagee who has requested the same.

11. Persons entitled to be present - The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Record, any others entitled to vote at such meeting, the Auditor, the directors and officers of the Corporation, a representative of the property manager and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chair of the meeting or with the consent of the meeting.

12. Quorum - Subject to any other By-law of the Corporation, at any meeting of owners, a quorum shall be constituted when persons entitled to receive notice of the meeting and to vote at the meeting and who own not less than twenty-five per cent (25%) of the units are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall be dissolved and shall stand adjourned to the same time on the corresponding day of the next week, at such

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place within the said Municipality as the Board shall determine. Notice of the time, day and place of the convening of such adjourned meeting shall be given not less than three (3) days prior to the convening of such meeting, and if thirty (30) minutes after the convening of such meeting a quorum is not present, the meeting shall be dissolved and shall stand adjourned to the same time on the corresponding day of the next week at a place as hereinbefore provided.

13. Right to Vote - No vote shall be taken at a meeting of owners on any matter other than routine procedure unless that matter was clearly disclosed in the notice of the meeting. To vote at a meeting of owners, an owner must have been entitled to receive notice of the meeting, must be entitled to vote at the meeting and must be present at the meeting or represented by proxy. If a unit or mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may, in the absence of the other or others vote, but if more than one of them are present or represented by proxy, the majority of the owners may exercise the right to vote in respect of the unit, and the vote shall not be counted if those co-owners present or represented by proxy at the meeting are evenly divided as to how to exercise the vote. The entitlement to vote is subject to the restrictions in paragraph 18 of this Article IV. If a unit has been mortgaged, the person who mortgaged such unit (or his/her proxy) may nevertheless represent the unit at meetings and vote in respect thereof, unless the mortgagee shall notify the Corporation and the unit owner of its intention to exercise the right to vote at least four (4) days before the date of the meeting. If a unit is subject to more than one mortgage for which the mortgagee has the right to vote, only the mortgagee who has priority may exercise the right. If the mortgagee with priority fails to vote, the mortgagee next in priority may exercise the right. If none of the mortgagees exercise the right to vote, the owner has the right to vote at a meeting of owners or to consent in writing, as long as the owner was entitled to receive notice of and vote at the meeting. Any dispute over the right to vote shall be resolved by the chair of the meeting upon such evidence as he/she may deem sufficient. All voting shall be on the basis of one vote per unit. Subject to section 51 of the Act, this Paragraph 13 and Paragraph 3 of Article VI, on a vote to elect or remove a member of the Board, all owners entitled to vote may vote for each member of the Board.

14. Method of Voting - At any general or other meeting, any question shall be decided by a show of hands unless a recorded vote is demanded either prior to the vote or promptly thereafter by any person or mortgagee or person duly appointed as proxy entitled to vote at the meeting; provided, however, that unless a recorded vote is so demanded, a declaration by the chair that such question has by the show of hands been carried is prima facie proof of the fact without proof of the number or proportion of votes recorded in favour of or against such question, and provided further that a demand for a recorded vote may be withdrawn. Notwithstanding the foregoing, voting for the election of directors shall be by ballot only; and provided further that all matters required by the Act or Declaration to be determined by the vote of owners holding a stated percentage of the common elements shall be by ballot only.

15. Representatives - An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity, any person duly appointed a proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation and may vote in the same manner and to the same extent as such owner. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of Paragraph 13 of this Article IV dealing with the right to vote shall apply.

16. Proxies - Every owner or mortgagee entitled to vote at meetings of owners may by instrument in writing appoint a proxy, who need not be an owner or mortgagee, to attend and act at the particular meeting to which the proxy relates, in the same manner, to the same extent and with the same power as if the owner or mortgagee were present at the meeting and any instrument appointing a proxy for the election or removal of a director shall state the name or the directors for and against whom the proxy is to vote. An instrument appointing a proxy shall be in the form prescribed by the Act and shall include any other information reasonably required by the Corporation. An instrument appointing a proxy that purports to be applicable to more than one (1) meeting shall be invalid. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority. All instruments appointing a proxy shall be retained by the Corporation for 90 days following the date of the meeting in respect of which the instrument appointing a proxy was issued.

17. Votes to Govern - At all meetings of owners every question shall, unless otherwise provided by the Act, be decided by a majority of the votes by owners present at the meeting in person or by proxy, duly cast on the question.

18. Entitlement to Vote - No owner is entitled to vote at any meeting if any contributions payable in respect of his/her unit are in arrears for more than thirty (30) days prior to the meeting, unless the Corporation receives payment of the arrears before the meeting is held.

ARTICLE V

THE CORPORATION

1. Duties of the Corporation - The duties of the Corporation shall include, but shall not be limited to the following:

- (a) controlling, managing and administering the common elements and assets of the Corporation on behalf of the owners;
- (b) collecting contributions towards the common expenses from the owners;

- (c) arranging for the supply of electricity, water and other utilities to the property except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of heat, electricity, water or other utility at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have a reasonable time within which to repair or replace such apparatus and shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of the failure to perform such duty;
- (d) obtaining and maintaining insurance for the property as may be required by the Act, the Declaration or by-laws;
- (e) repairing and restoring the common elements;
- (f) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the Board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- (g) causing audits to be made after every year-end and making the Auditor's Report and Financial Statements available to the owners and mortgagees;
- (h) preparing an estimated budget in accordance with Article XI hereof;
- (i) keeping accurate accounts and sending to each owner an annual statement of income and expenditures in respect thereto and keeping such accounts open for inspection by owners;
- (j) establishing and maintaining one or more reserve funds;
- (k) taking all reasonable steps to effect compliance with the Act, the Declaration, the by-laws and the rules from time to time;
- (l) granting such temporary or permanent easements as may be required in connection with the construction of buildings upon the adjacent real property; and
- (m) arranging for the performance audit in accordance with section 44 of the Act.

2. **Powers of the Corporation** - The powers of the Corporation shall include, but shall not be limited to the following:

- (a) employing and dismissing personnel necessary for the maintenance and operation of the common elements;
- (b) adopting and amending rules concerning the operation and use of the property pursuant to the provisions of the Act;
- (c) employing a manager at a compensation to be determined by the Board to perform such duties and services as the Board shall authorize;
- (d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the Board, and in such a manner as the Board may deem reasonable;
- (e) investing reserve funds, provided that such investment shall be permitted by the *Trustee Act*, R.S.O. 1990, Chapter T. 23, and amendments thereto, and convertible into cash in not more than ninety (90) days;
- (f) commencing, settling, adjusting, compromising or referring to arbitration or the courts any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (g) subject to (i) section 56(3) of the Act; (ii) any other by-law of the Corporation; and (iii) approval of each such borrowing or loan in excess of an amount aggregating more than one month's total contribution to common expenses for any one occurrence, matter or item by the owners at a meeting duly called for that purpose: borrowing such amounts as in its discretion are necessary or desirable in order to carry out the objects and duties of the Corporation; securing any such loan by mortgage, pledge or charge of any asset of the Corporation; adding the repayment of such loan to common expenses; and delegating to such one or more of the officers and directors of the Corporation as may be designated by the directors from time to time, all or any of the powers conferred in this Subparagraph (g);
- (h) retaining and holding any securities or other property, whether real or personal, which shall be received by the Corporation, in the form received, whether or not the same is authorized by any law, present or future, for the investment of trust funds;
- (i) selling, conveying, exchanging, assigning or otherwise dealing with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the

Corporation in its sole discretion deems advisable and doing all things and executing all documents required to give effect to the foregoing;

- (j) leasing any part or parts of the common elements, except such part or parts over which any owner has the exclusive use, as agent of the owners subject to the approval of each such lease by a majority of the unit owners at a meeting duly called for that purpose unless such lease is required under the Waterview Reciprocal Agreement (as defined in the Declaration), in which case unit owner approval is not required;
- (k) granting or transferring easements through the common elements subject to the approval of each such grant or transfer by a majority of the unit owners at a meeting duly called for that purpose unless such easement is required under the Waterview Reciprocal Agreement, in which case unit owner approval is not required;
- (l) entering into and binding the Corporation to the terms of the following agreements:
 - (i) a management agreement;
 - (ii) an insurance trust agreement;
 - (iii) the Ratification, Assignment and Assumption Agreement respecting the Waterview Reciprocal Agreement and any agreements supplementary thereto; and
 - (iv) any other agreement permitted by the Act and considered necessary or desirable by the Board.

ARTICLE VI

BOARD OF DIRECTORS

1. **First Board** - Within ten (10) days after the registration of the Declaration and Description, the Declarant shall appoint the First Board of the Corporation which, subject to Paragraph 4 of Article IV shall consist of five (5) directors. The Declarant may revoke the appointment of a director to the First Board and appoint another director to hold office until the New Board is elected at the Turnover Meeting. The members of the First Board shall hold office until the New Board is elected.
2. **Election of Directors on Turnover** - At the Turnover Meeting, the owners shall elect the New Board. Until changed by a by-law, the number of directors shall be five (5) of whom a majority shall constitute a quorum for the transaction of business at any meeting of the Board. The directors of the Corporation shall be elected in rotation and shall be eligible for re-election (such board of directors as constituted from time to time hereinafter and heretofore referred to as the "Board"). Two (2) directors shall be elected to hold office for a term of one (1) year; two (2) directors shall be elected to hold office for a term of two (2) years; and one (1) director shall be entitled to hold office for a term of three (3) years. At such election, the director receiving the greatest number of votes shall hold office for the longest term and the directors receiving the next greatest number of votes shall hold office for the next longest term. Such directors, may, however, continue to act until their successors are elected notwithstanding their term of office exceeds the term prescribed herein. If more than one (1) of such directors whose terms are not of equal duration shall resign from the Board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director or directors receiving the greater votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years. If directors are elected by acclamation and the terms of office to be filled are unequal, the length of the term of such directors shall be determined by drawing lots.
3. **Reserved Position on the Board** - If at least fifteen per cent (15%) of the units are owner-occupied units (as hereinafter defined) on or after the time at which the First Board is required to call the Turnover Meeting, no persons other than the owners of owner-occupied units may elect a person to or remove a person from one (1) of the positions on the Board (the "Reserved Position"). In addition, an owner of an owner-occupied unit remains entitled to vote to elect or to remove any of the other members of the Board. The director elected to the Reserved Position may be removed before the expiration of his/her term of office by a vote of the owners at a meeting duly called for that purpose where the owners of more than fifty per cent (50%) of all of the owner-occupied units in the Corporation vote for removal. An owner-occupied unit is a unit of an owner who is entitled to vote in respect of the unit at a meeting to elect or to remove a director where the unit is used for residential purposes and the owner has not leased the unit within the sixty (60) days before notice is given for the meeting, as shown by the leasing record that the Corporation is required to maintain under subsection 83(3) of the Act.
4. **Affairs of the Corporation** - The affairs of the Corporation shall be managed by the Board.
5. **Qualifications** - Each director shall be eighteen (18) or more years of age and need not be an owner of a unit in the Corporation. No person shall be a director if the person is an undischarged bankrupt or is mentally incompetent.
6. **Disqualification** - A person immediately ceases to be a director if the person becomes an undischarged bankrupt; a mentally incompetent person or a certificate of lien has been registered under subsection 85(2) of the Act

against a unit owned by the person and the person does not obtain a discharge of the lien under subsection 85(7) of the Act within ninety (90) days of the registration of the lien.

7. **Consent** - A person shall not be elected or appointed as a director unless the person consents to such election or appointment. A person shall be deemed to consent to their election or appointment if they are present at the meeting when elected or appointed and they do not refuse to act as a director. A person who is not present at the meeting may be elected or appointed if the person consents in writing to act as a director before the meeting or within ten (10) days after the meeting.

8. **Notice** - The notice of a meeting to elect one or more directors shall include the name and address of each individual who, as of the fourth day before the notice is sent, has notified the Board in writing of his/her intention to be a candidate in the election. If there is a Reserved Position on the Board, the notice of meeting shall include a statement that one position on the Board is reserved for voting by owners of owner-occupied units and a statement indicating which persons have notified the Board, as of the day before the notice is sent, that they intend to be candidates for the Reserved Position.

9. **Removal of Directors** - A director, other than the director who holds the Reserved Position and other than a director on the First Board, may be removed before the expiration of the director's term of office by a vote of the owners at a meeting duly called for the purpose where the owners of more than fifty per cent (50%) of all the units vote in favour of removal and at such meeting, the owners may elect any person qualified to be a member of the Board for the remainder of the term of the director so removed.

10. **Filling of Vacancies** - If a vacancy arises in the Board and a quorum of the Board remains in office, the remaining directors may exercise all of the powers of the Board. In addition, provided that the vacancy did not result from an increase in the number of directors and provided a quorum is present, the majority of the remaining members of the Board may appoint any qualified person to be a member of the Board to fill such vacancy until the next annual general meeting. At the annual general meeting the owners shall elect a person to fill the vacancy and that person shall hold office for the remainder of the term of the director whose position became vacant. If however, a vacancy arises and there are not enough directors remaining in office to constitute a quorum, or if the vacancy results from an increase in the number of directors, then the directors then in office shall, within thirty (30) days of losing the quorum or within thirty (30) days of the date of the by-law increasing the number of the directors, as the case may be, call and hold a meeting of owners to fill all the vacancies in the Board, and in default thereof, or if there are no directors in office, the meeting may be called by any owner who shall, upon such owner's request, be reimbursed by the Corporation for the reasonable costs incurred in calling the meeting. The directors elected as a result of an increase in the number of directors shall not act until the By-law increasing the number of directors is registered in accordance with subsection 56(9) of the Act.

11. **Calling of Meetings** - Meetings of the Board shall be held from time to time at such place and at such time and on such day as a quorum of directors or the President and any other director may determine. Written notice of any meeting so called shall specify the time and place of the holding of the meeting and the general nature of the business to be transacted and shall be given personally, by pre-paid mail, courier delivery, telegraph or electronic communication to each director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the *Interpretation Act* of Canada for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all directors are present and none expressly object to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

12. **Regular Meetings** - The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a time and place of regular meetings of the Board shall be given personally, by pre-paid mail, courier delivery, facsimile transmission, telegraph or other electronic communication to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

13. **Meeting by Teleconference** - A meeting of the directors may be held by teleconference or another form of communication that allows the directors to participate concurrently if all directors of the Corporation consent to the means used for holding the meeting.

14. **First Meeting of the New Board** - Provided a quorum of directors be present, the New Board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers and any other general business of the Corporation immediately following the Turnover Meeting.

15. **Interest of Directors in Contracts** - No director shall be disqualified by his/her office from contracting with the Corporation nor shall any contract or arrangement entered into by or on behalf of the Corporation with any director or any firm or corporation in which any director is in any way interested be avoided, nor shall any director so contracting or having an interest in the contract, arrangement, contracting firm or corporation be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such director holding such office or of the fiduciary relationships thereby established provided that the provisions of the Act regarding disclosure of the interest and confirmation of the contract or transaction by the owners and Paragraph 17 of this Article VI are complied with.

16. **Interest of Officers in Contracts** - No officer of the Corporation who is not a director shall be disqualified by his/her office from contracting with the Corporation nor shall any contract or arrangement entered into by or on behalf of the Corporation with an officer or any firm or corporation in which any officer is in any way interested be

avoided, nor shall any officer so contracting or having an interest in the contract, arrangement, contracting firm or corporation be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such officer holding such office or of the fiduciary relationships thereby established provided that the provisions of the Act regarding disclosure of the interest and confirmation of the contract or transaction by the owners and Paragraph 18 of this Article VI are complied with.

17. Declaration of Interest by Director - It shall be the duty of every director of the Corporation who has, directly or indirectly, a material interest in any contract or transaction to which the Corporation is or is to be party, to disclose his/her interest in such contract or transaction in writing at a meeting of the directors and he/she shall at that time disclose the nature and extent of such interest and, if applicable, shall not be present during the discussion, shall not vote and shall not be counted in the quorum in respect of such contract or transaction. Where disclosure under Paragraph 17 is required by any director, the director shall make such disclosure at the first meeting of the Board after he/she becomes aware of the contract or transaction. The Board shall enter the disclosure made by a director in the minutes of the meeting of the Board at which the disclosure was made.

18. Declaration of Interest by Officer - It shall be the duty of every officer who is not a director who has, directly or indirectly, a material interest in any contract or transaction to which the Corporation is or is to be party, to disclose his/her interest in such contract or transaction at the first meeting of the Board held after the officer becomes aware of the contract or transaction or the proposed contract or transaction. The Board shall enter the disclosure made by an officer in the minutes of the meeting of the Board at which the disclosure was made.

19. Protection of Directors and Officers - Except as otherwise provided in the Act, no director or officer of the Corporation shall be liable for the acts, neglect or default of any other director or officer or for joining in any act for conformity or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his/her part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his/her office or in relation thereto, unless the same shall happen through the director's or officer's breach of his/her duty to act honestly and in good faith.

20. Indemnity of Directors and Officers - Every director and officer of the Corporation and his/her heirs, executors, administrators, estate trustees and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:

- (a) any liabilities and all costs, charges and expenses that he/she sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him/her for or in respect of any act done or permitted by him/her or any omission by him/her in respect of the duties of his/her office; and
- (b) all other costs, charges and expenses that he/she sustains or incurs in respect of the affairs of the Corporation;

(all such losses set out in subsections (a) and (b) of this Paragraph 20 being hereinafter collectively referred to as "Losses")

except for any Losses incurred by any director or officer resulting from what has been adjudged to be a breach of the duty to act honestly and in good faith.

21. Standard of Care - Every director and officer of the Corporation shall exercise the powers and discharge the duties of his/her office honestly and in good faith and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

22. Liability of Directors and Officers - No director and no officer shall be found liable for a breach of the standard of care if the breach arises as a result of the director's or officer's, as the case may be, reliance in good faith upon Financial Statements of the Corporation that the Auditor, an officer or a manager represents to the director or officer as presenting fairly the financial position of the Corporation in accordance with generally accepted accounting principles or a report or opinion of a lawyer, public accountant, engineer, appraiser or other person whose profession lends credibility to the report or opinion.

ARTICLE VII

OFFICERS

1. Elected Officers - At the first meeting of the Board after each election of directors the Board shall elect from its members a President. In default of such election the then incumbent, if a member of the Board, shall hold office until his/her successor is elected. A vacancy occurring from time to time in such office may be filled by the Board from among its members.

2. Appointed Officers - From time to time the Board shall appoint or elect a Secretary and may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the Board may determine, including

one or more assistants to any of the officers so appointed. The officer appointed pursuant to this Paragraph 2 may, but need not be, a member of the Board. One person may hold more than one office and if the same person holds both the office of Secretary and office of Treasurer he/she may be known as Secretary-Treasurer.

3. **Term of Office** - In the absence of written agreement to the contrary, the Board may remove at its pleasure any officer of the Corporation.

4. **President** - The President shall, when present, preside at all meetings of the owners and of the Board and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the Board has appointed a General Manager or Managing Director, the President shall also have the powers to be charged with the duties of that office.

5. **Vice-President** - During the absence of the President, his/her duties may be performed and his/her powers may be exercised by the Vice-President or if there are more than one, the Vice-Presidents in order of seniority (as determined by the Board) save that no Vice-President shall preside at a meeting of the Board or a meeting of owners who is not qualified to attend the meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe.

6. **General Manager** - The General Manager, if one be appointed, shall have the general management and direction, subject to the authority of the Board and the supervision of the President, of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board and to settle the terms of their employment and remuneration.

7. **Secretary** - The Secretary or Assistant Secretary, if one has been appointed, shall give or cause to be given all notices required to be given to the owners, directors, Auditor, mortgagees and all others entitled thereto; he/she shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meeting; he/she shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he/she shall perform such other duties as may from time to time be prescribed by the Board.

8. **Treasurer** - The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the Board shall control the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation; he/she shall render to the Board at the meeting thereof or whenever required of him/her an account of all his/her transactions as Treasurer and of the financial position of the Corporation; and he/she shall perform such other duties as may from time to time be prescribed by the Board. The offices of Secretary and Treasurer may be combined.

9. **Other Officers** - The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board requires of them. Any one of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

10. **Agents and Attorneys** - The Board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

ARTICLE VIII

BANKING ARRANGEMENTS & CONTRACTS

1. **Banking Arrangements** - The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate, appoint or authorize from time to time by resolution and all such banking business or any part thereof shall be transacted on the Corporation's behalf by such one or more officers or other persons as the Board may designate, direct or authorize from time to time by resolution and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such bank or trust company to do any act or thing on the Corporation's behalf to facilitate such banking business.

2. **Execution of Instruments** - Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary or any other director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board may at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contact or obligations of the Corporation may or shall be signed.

3. **Execution of Certificate under Subsection 1 of Section 76 of the Act** - Certificates provided pursuant to subsection 76(1) of the Act may be signed by any officer or any director of the Corporation, provided that the Board may by resolution direct the manner in which, and the person by whom, such certificate may or shall be signed.

ARTICLE IX

FINANCIAL

1. **Year End** - Until otherwise resolved by the Board, the financial year of the Corporation shall end on the last day of the month in each year which is the month in which the Declaration is registered, or on such other day as the Board by resolution may determine.

2. **Appointment of Auditor** – The owners shall, at the first annual general meeting, appoint one or more persons qualified to be auditors (such person or persons hereinafter and heretofore collectively referred to as the “Auditor”) to hold office until the close of the next annual meeting, and if the owners fail to do so, the Board shall make such appointment(s) as expeditiously as possible. Subject to subsection 60(5) of the Act, at each subsequent annual general meeting, the owners shall appoint an Auditor to hold office until the close of the next annual general meeting. If this is not done, the Auditor in office shall continue in office until a successor is appointed. The Corporation shall give notice in writing to the Auditor of his/her appointment immediately after such appointment is made.

3. **Remuneration of Auditor** – The remuneration of an Auditor appointed by the owners shall be fixed by the owners, or by the Board if authorized to do so by the owners, but the remuneration of an Auditor appointed by the Board shall be fixed by the Board.

ARTICLE X

NOTICE

1. **Notice to Owners** – Unless otherwise specifically provided for herein, in the Declaration or in the by-laws, any notice (other than a notice of a meeting of owners), communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation to the owners shall be given to such owners whose names appear on the Record five (5) days before the day the notice is given.

2. **Service of Notice on Owner**- Any notice that is required to be given to an owner shall be sufficiently given if in writing and,

- (a) delivered to the owner personally;
- (b) mailed by prepaid mail in a sealed envelope addressed to the owner at the address noted in the Record;
- (c) sent by facsimile transmission, electronic mail or any method of electronic communication if the owner agrees in writing that the party giving notice may do so in that manner; or
- (d) delivered at the owner’s unit or unit mail box, provided that notice shall not be delivered to the owner’s unit or unit mail box if:
 - (i) the owner has provided a written request that notice not be given in this manner; or
 - (ii) the address for service in the Record is not the address of the unit of the owner.

3. **Service of Notice on Persons other than Owners** - Any notice, communication or other document required to be given by the Corporation to any person entitled to notice and who is not an owner shall be sufficiently given if in writing and,

- (a) delivered to the person to whom it is to be given personally;
- (b) mailed by prepaid mail in a sealed envelope addressed to him/her at the address noted in the Record; or
- (c) sent by facsimile transmission, electronic mail or any method of electronic communication if the person agrees in writing that the party giving notice may do so in that manner; or

4. **Time of Notice** - For the purposes of Paragraphs 2 and 3 of this Article X, any notice given by personal delivery shall be deemed to have been effectively given on the date of delivery, if sent by personal delivery; on the day of transmission, if given by facsimile transmission, electronic mail or other form of electronic communication and on the first business day following the date of mailing, if delivered by prepaid mail.

5. **Notice to the Board or Corporation** - Unless otherwise specifically provided for herein or in the Act, any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if in

writing and mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration or sent by facsimile transmission to the Corporation. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box, and any notice, communication or document delivered by facsimile transmission shall be deemed to have been given on the day of transmission.

6. **Omissions and Errors** - The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice or affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

ARTICLE XI

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

1. **Duties of the Board regarding common expenses** - All expenses, charges and costs of maintenance or replacement of the common elements and any other expenses, charges or costs which the Board may incur or expend pursuant hereto shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses set forth in the Declaration. The Board shall from time to time and at least annually prepare a budget for the Corporation and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be which shall include provision for a reserve fund or funds as required by the Act. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which such common expenses are based, to all owners and mortgagees entered on the Record.

2. **Duties of the Board regarding Reserve Fund** - In addition to the foregoing, the Board shall make provision for a reserve fund in the annual budget, for the major repair and replacement of the common elements and assets of the Corporation. The Corporation shall establish and maintain this reserve fund, and shall collect from the owners as part of their contribution toward the common expenses, amounts that the Board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation.

3. **Owners' obligations** - Each owner shall be obliged to pay to the Corporation or as it may direct the amount of such assessment in equal monthly payments on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner. If the Board so directs, each owner shall forward to the Corporation forthwith a series of post-dated cheques covering the monthly common expenses payable during the period to which such assessment relates. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations of the Corporation in force from time to time by any unit owner, his/her lessees or by members of their families and/or their invitees or licensees, shall be borne and/or paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.

4. **Damage to other units** - In addition to the owners' obligations to pay common expenses as set out in Paragraph 3 of this Article XI, in the event an owner (hereafter in this Subparagraph 4 referred to as the "Responsible Owner"), the Responsible Owner's lessee or a person residing in the Responsible Owner's unit with the permission or knowledge or acquiescence of the Responsible Owner, through an act or omission causes damage to any unit(s) other than or in addition to the Responsible Owner's unit, the amount that is the lesser of the cost of repairing such damage and the deductible limit of the insurance policy obtained by the Corporation as required under the Act shall be added to the common expenses payable for the Responsible Owner's unit.

5. **Extraordinary expenditures** - Extraordinary expenditures not contemplated in the foregoing budget and for which the Board shall not have sufficient funds may be assessed at any time during the year in addition to the annual assessment, by the Board serving notices of such further assessment on all owners which shall include a written statement setting out the reasons for extraordinary assessment, and such extraordinary assessment shall be payable by each owner within ten (10) days after the delivery thereof to such owner, or within such further period of time and in such instalments as the Board may determine.

6. **Conveyance of unit** - No owner shall be liable for the payment of any part of the common expenses assessed against his/her unit prior to a transfer by him/her of such unit, but payable by him/her subsequent thereto, provided that he/she first gives notice of such assessment to the transferee of such unit.

7. **Method of payment of common expenses** - Each owner shall arrange for the payment of his/her proportionate share of the common expenses by such means as the Board shall determine from time to time.

8. **Default in payment of assessment** -

- (a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of twenty per cent (20%) per annum or such other rate as the Board may by resolution determine and shall be compounded monthly until paid;

- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him/her for a period of fifteen (15) days, the Board may bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action including costs as between a solicitor and his/her own client.

ARTICLE XII

DEFAULT

1. **Notice of unpaid common expenses** - The Board whenever so requested in writing by the owner, or mortgagee entered on the Record, shall promptly report any then unpaid common expenses due from, or any other default by an owner, and any common expenses assessed or other money claimed by the Corporation against any owner, which are thirty (30) days past due.
2. **Notice of default** - The Board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit, who is entered on the Record, and who has requested that such notices be sent to him/her.

ARTICLE XIII

RULES GOVERNING USE OF UNITS AND COMMON ELEMENTS

1. The Board may make, amend or repeal rules respecting the use of the common elements and units, in order to promote the safety, security and welfare of the owners and the property and for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the Corporation. Upon making, amending or repealing a rule, the Board shall give notice of the rule to the owners, which notice shall include a copy of the rule as made, amended or repealed, a statement of the date on which the Board proposes that the creation, amendment or repeal of the rule will become effective and a statement that the owners have a right to request a meeting to consider the rule. Any rules made, amended or repealed by the Board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the Board is in receipt of an Owners' Requisition requiring a meeting of the owners to consider the rules. If such meeting of owners is required, then the rules shall become effective only upon the approval of the rules at such meeting. Notwithstanding the foregoing, a rule or amendment that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two (2) years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose.
2. The Board may, in conjunction with the Waterview Shared Facilities Committee (as defined in the Declaration), make rules respecting the use of the Waterview Shared Facilities (as defined in the Declaration), in order to promote the safety, security and welfare of the owners and the property, and for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.
3. The rules shall be complied with and enforced in the same manner as the by-laws, but the owners may, at any time amend or repeal a rule at a meeting of owners duly called for that purpose, and for greater certainty, the rules shall be observed by the owners and all residents, tenants, invitees or licensees of the units or unit owners, as the case may be; provided, however, that the Board shall not change or repeal rules regarding the use of the Waterview Shared Facilities without the concurrence of the Waterview Shared Facilities Committee.
4. The rules and regulations attached hereto as Schedule "A" have been adopted by the Board and shall be deemed to be effective:
 - (a) thirty (30) days after notice thereof has been given to each owner, which notice shall be given forthwith after the registration of the Declaration; or
 - (b) if an Owners' Requisition to consider the rules is received by the Board prior to the expiry of the thirty (30) day period referred to in Subparagraph 4(a) of this Article XIII, on the date the meeting of owners is held to consider the rules, provided the rules are approved at said meeting.

ARTICLE XIV

MISCELLANEOUS

1. **Invalidity** - The invalidity of any part of this By-Law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. **Gender** - The use of the masculine gender in this By-Law shall be deemed to include the feminine and the plural wherever the context so requires.
3. **Waiver** - No restriction, condition, obligation or provision contained in this By-Law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

4. **Headings** - The headings in the body of this By-Law form no part thereof but shall be deemed to be inserted for convenience of reference only.

5. **Alterations** - This By-Law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

The foregoing By-Law No. 1 is a true and certified copy of By-Law No. 1 which has been duly passed by the Directors of Toronto Standard Condominium Corporation No. 2264 and confirmed by the Unit owners, all in accordance with the *Condominium Act, 1998* (Ontario).

DATED at the City of Toronto as of September 26, 2012.



David A. George, Secretary of Toronto Standard
Condominium Corporation No. 2264

SCHEDULE "A" TO BY-LAW NO. 1 OFTORONTO STANDARD CONDOMINIUM CORPORATION NO. 2264NAUTILUS AT WATERVIEWRULES AND REGULATIONSPREAMBLE

The embodiment of condominium living is "the communal" aspect of both ownership and lifestyle. The purchase of your residential unit brings with it the right of use and undivided common ownership of various facilities, portions of buildings and grounds which are to be used in common and maintained in common with your fellow condominium unit owners.

The board of directors is aware of the investment that you have made in your condominium unit and of the pride of ownership that each unit owner has. This condominium corporation, like every community, must have rules and regulations to govern the conduct and affairs of its members, and these rules are a reflection of the mutual co-operation, consideration and respect that should be shown by each unit owner to his neighbours.

It is incumbent upon the board of directors to ensure an appropriate regime of rules are enacted to enhance the proper management, operation, use and enjoyment of all portions of the condominium corporation by its residents. The board is empowered by the *Condominium Act, 1998* (the "Act") to make rules respecting the use of the common elements, units or any of them, to promote the safety, security or welfare of the owners, or of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of the units.

The rules extend not only to our present and future owners, but to tenants, residents and their families, guests, invitees and/or agents all as provided in Sections 119(1) and (4) of the Act.

The Act gives the rules force and effect by the imposition of certain duties, namely: (i) the corporation has a duty to effect compliance by the unit owners of the Act, the declaration, by-laws and the rules; (ii) each owner is bound to comply with the Act, declaration, by-laws and rules; and (iii) every owner has a right to compliance by other owners with the Act, declaration, by-laws and rules and can further require the board of directors to enforce other unit owner's compliance with the Act, declaration, by-laws and rules in accordance with the board's duty.

Ultimately, the board of directors is empowered to enforce the rules by way of an application to the courts pursuant to Section 134(1) of the Act, whereby the court may direct performance of any duty, rule or obligation found within the Act, declaration, by-laws and/or the rules.

Unit owners are urged to familiarize themselves with the attached rules as you, your family, your guests or any invitees or agents visiting or residing within your unit must comply with the rules. It is in your best interests to have a working knowledge of the rules in order to ensure that your condominium is a pleasant, safe complex which offers the maximum enjoyment and usage of its facilities.

The rules adopted by the board are rather comprehensive. It is not intended that unit owners be burdened with a multitude of overly detailed and incomprehensible duties and obligations that are difficult to both remember and enforce. However, the enclosed rules are viewed as both logical and for the most part, a matter of common sense. They have been designed to enhance and further the concept of condominium lifestyle.

As previously stated in the preamble, the board of directors may, upon its own initiative, or upon requisition by the required number of unit owners, hold a meeting to adopt or amend the rules. Therefore, the following rules are not "cast in stone" and the decision as to whether you, as unit owners, feel the rules are appropriate or create a proper regime for condominium living, is entirely up to you. Some items contained within the rules are strictly a matter of taste and convenience, subject to the wants and wishes of the demographic group which presently resides within this condominium. Therefore, an attempt to find a neutral formula has been made, which is intended to be acceptable to the various demographic groups purchasing within this condominium and the board of directors may, from time to time, amend the rules to incorporate any individual points of style or tastes as our constituency desires.

The rules are divided in categories which are consistent with the areas of concern typically arising out of the condominium lifestyle, including such categories as pets, fire safety, elevators, parking, use of recreational facilities, noise, etc. Therefore, we encourage you to take the time to read the rules to gather some sense of how this condominium should operate.

In the event that you have any concerns with the rules contained within this document, you are encouraged to speak to your board of directors or to your property manager to either clarify any outstanding concerns or bring to the attention of the board of directors any item which we may have overlooked.

I. DEFINITIONS

All terms of which the first letter is capitalized shall have the same meaning as set out in the Declaration, unless otherwise defined herein.

1. **Act**
Shall mean the *Condominium Act, 1998 S.O., 1998, c. 19* and all amendments thereto and for the purposes of clarity, the use of similar terms within the rules as those found within the Act shall have the same meaning given to them within the Act.
2. **Board**
Shall mean the Board of Directors of the Condominium Corporation elected pursuant to the provisions of the Act.
3. **Business Days**
Shall mean any day other than a Saturday, Sunday or a statutory holiday in the Province of Ontario.
4. **Common Elements**
Shall mean all the property except the units, as more particularly described in the registered plan of description of the Condominium Corporation.
5. **Condominium and/or Corporation and/or Condominium Corporation**
Shall mean T.S.C.C. No. 2264.
6. **Declaration**
Shall mean the declaration of T.S.C.C. No. 2264.
7. **Dwelling Unit**
Shall mean any residential unit in the Condominium.
8. **Guest**
Shall mean any person on the premises as the invitee, licensee, employee, agent or contractor of any Resident.
9. **Manager**
Shall mean the property management company, its agents, employees or licensees as the context requires.
10. **Owner**
Owner shall mean the registered Owner of a Unit within this Condominium Corporation.
11. **Parking Unit**
Shall mean any Unit designated by the Declaration as a Parking Unit to be used for parking purposes.
12. **Resident**
Shall mean an Owner, Tenant or any other person residing in or occupying a Unit within this Corporation.
13. **Storage Locker Unit**
Shall mean any Unit designated by the Declaration as a Storage Locker Unit to be used for storage purposes.
14. **Tenant**
Shall mean lessees of the Units within this Condominium Corporation.
15. **Unit**
Shall mean a unit as defined in the declaration of the Corporation.

The use of the masculine gender shall, as the context demands, include the feminine gender, and the use of singular shall necessarily include the plural whenever the context demands.

II. OCCUPATION AND USE OF THE UNITS AND COMMON ELEMENTS

1. No unlawful, illegal, improper or offensive use or conduct shall be permitted in or made of any Unit or any portion of the Common Elements. Without limiting the generality of the foregoing, all Owners, Residents, and their Guests shall comply with all municipal and other zoning ordinances, and any other by-laws, rules, regulations, ordinances and legislation of all government authorities and/or agencies having jurisdiction over the Condominium Corporation.
2. An Owner shall take all reasonable steps to ensure that the Residents and his Guest(s) (and the Resident shall take all reasonable steps to ensure that his Guest(s)) comply with the Act, the Declaration, the by-laws and the rules in force and effect, and the Owner and/or Resident shall be responsible to fully reimburse or indemnify the Corporation for all losses, liabilities, suits, claims, actions or damages of any nature, financial or otherwise arising from the conduct of the Owner, the Resident or Guest of a Unit, upon the Units or Common Elements within this Condominium Corporation.

3. All costs, damages, liabilities, suits, claims or losses suffered or incurred by the Corporation, including without limitation increased insurance premiums, cleaning charges, or repair charges for any Unit or the Common Elements arising from any violation of these rules, may be recovered against the offending Owner and/or Resident, and may be collected in the same manner as common expenses.
4. All Owners shall provide the Board with the names and business and home telephone numbers of those who reside within their Unit and the name, address and telephone number of a person who may be contacted in the event of an emergency. Updates of such information shall be provided to the Board within 5 Business Days of any change of information.
5. All Owners are responsible to provide to the Board a Tenant's acknowledgment form (as set out within the Declaration) prior to a Tenant's occupancy of the Unit of the Owner.
6. All Tenants shall provide the Board with their names, addresses, business and home telephone numbers. Updates of such information shall be provided to the Board within 5 Business Days of any change of information.
7. No Owner or Resident shall do, or permit anything to be done, in his Unit or bring or keep anything within their Unit which will in any way increase the risk of fire or rate of fire insurance premiums on any building, or on property kept therein, or obstruct or interfere with the rights of any Owners or Residents, or in any way to annoy them, or conflict with the regulations of the relevant fire department, or with any insurance policy carried by the Corporation, or which will conflict with any of the rules and ordinances of the local board of health, or with any municipal by-law or any provincial or federal statutes of the regulation.
8. No Owner, Resident or Guest shall create, permit or continue to make any noise or nuisance, which in the opinion of the Board or the Manager, may or does disturb the comfort and/or quiet enjoyment of the Units and Common Elements by other Residents.
9. No one may store coal, charcoal or any other combustible (e.g. propane or butane gas tanks, etc.) or offensive materials anywhere on the Condominium, including, without limitation, within a Unit.
10. All Residents and Guests shall endeavour to use the paved walkways or the driveway when entering or leaving the buildings and to avoid crossing softscaped lawns or landscaped areas.
11. Repairs, hammering, drilling or any such work or activity which when performed creates noises or disturbances, shall only be permitted between the hours 9:00 a.m. and 8:00 p.m., Monday to Friday and between the hours of 12:00 p.m. and 6:00 p.m. on Saturdays, Sundays and statutory holidays.
12. Residents shall not lend or give keys or any other means of access to their Unit or Common Elements to any person other than a Resident.
13. Residents shall not permit non-Residents to enter the buildings, unless that person is a Guest.
14. Subject to the Declaration, the by-laws, any agreements authorized by the by-laws or these rules, no one may obstruct any sidewalk, passageway, walkway, driveway or laneway, or use any of them except to travel to or from the Units or the Common Elements. No one shall put anything in the interior corridors immediately adjacent to Units or stairwells.
15. No mats, footwear or signs may be left outside Unit doorways, or placed anywhere in the Common Elements, including exclusive use Common Elements, other than for signs respecting the sale or lease of a Unit by the Declarant.
16. No door knockers, door bells or decorations (whether permanent or seasonal) shall be placed upon the exterior of the door providing access to the Unit, including any door to a Balcony, Patio or Terrace.
17. No Resident may install an audible alarm within a Unit.
18. A person responsible for a spill, stain or mess in the Common Elements shall clean it up immediately. If the person cannot do so properly, he or she shall advise the Manager as soon as possible, and shall reimburse the Corporation for the costs of having the spill, stain or mess, cleaned up.
19. No one may hold a sale of personal property (e.g. by auction or "in house" garage sale) in a Unit or elsewhere in the building or lands which form part of the Common Elements without the prior written consent of the Board, save and except for Commercial Units.
20. No one may allow his Unit to become infested with pests, vermin, insects or rodents. Residents shall report such infestation immediately to the Manager and shall provide access to their Units to have the pests, vermin, insects or rodents exterminated. Anyone failing immediately to report the infestation of his Unit or failing to provide access to it shall pay the costs of repairing any damage caused by such failure, including increased extermination costs.
21. Except as provided in the Declaration, no one may erect any awning, shade, screen, enclosure or structure upon any window, Balcony, Patio or Terrace without written permission from the Board. No one may

place any advertising, soliciting or campaigning signs or banners, nor any television or radio antenna, satellite dish or any similar device on any part of the Common Elements, other than the Declarant.

22. Nothing shall be discarded or permitted to fall from any window, stairwell, Balcony, Patio or Terrace.
23. No one may shake or beat a mop, broom, rag, rug, mat or bedding from any door, window, stairwell, Balcony, Patio or Terrace. No one may hang or dry clothes on a Balcony, Patio or Terrace or elsewhere outside their Unit.
24. Nothing shall be placed on the outside of a window sill, projection, Balcony, Patio, Terrace or railing, chair railing, deck railing or elsewhere without the written permission of the Board.
25. Balconies, Patios or Terraces shall not be used for storage, unless otherwise provided for in these rules. No installation shall be made upon same without the written permission of the Board.
26. No one shall apply paint to anything outside his Unit without the written permission of the Board.
27. No person or pet shall damage, change or litter upon any of the landscaping contained within the Condominium Corporation. No one may add to or change the planting of flora or landscaping in any part of the Common Elements without prior Board approval.
28. Bicycles are not permitted in elevators or any interior portion of the Corporation which has been finished with interior finishings and coverings; provided that bicycles may be carried in stairwells and hallways on which Storage Locker Units exist, for the sole purpose of transporting such bicycles to and from such Storage Locker Units. The storage of bicycles is not permitted on Balconies, Patios or Terraces.
29. No one shall leave any debris, refuse or garbage in the Common Elements (including those of which the person has the exclusive use), except at times and in locations designated by the Board or the Manager.
30. Smoking is prohibited in all non-exclusive use common element areas.

Storage Locker Units

31. Residents shall not store hazardous material(s) in their Storage Locker Unit. For the purposes of these Rules, the term "hazardous materials" shall mean any materials defined by provincial or federal legislation as being hazardous, or any material deemed by the Board, in its sole and absolute discretion, to be hazardous, and not to limit the generality of the foregoing, gasoline, natural gas, propane, butane, gas tanks, natural gas tank, propane tanks, butane tanks, charcoal and any other flammable or combustible liquids or gases shall be deemed to be hazardous for the purposes of these Rules.
32. Residents using the Storage Locker Units bear the risk of theft or loss.
33. Residents moving out of the Condominium must clear their Storage Locker Unit before departing.
34. The storage of bicycles is not permitted in any Storage Locker Units located on above-ground levels.

III. NOISE

1. No Owner or Resident shall create, permit or suffer the creation, causing or continuation of any sound, noise or nuisance which, in the sole opinion of the Board, disturbs or interferes with the comfort or quiet enjoyment of the property by any Owner or Resident.
2. No Owner or Resident shall use or permit the use of any fire crackers or other fireworks in or upon the Common Elements or Units.
3. No Owner or Resident shall use the landscaped portions of the Common Elements for any activity, including without limitation games, group activities or gatherings which in the sole opinion of the Board or the Manager creates a nuisance, annoyance or undue source of unwanted sound for any of the other Residents or if, in the sole opinion of the Board or the Manager, such activity would create an inconvenience for the Manager.

IV. PETS

1. A "household pet" or "pet" is defined as a dog, domestic cat, caged bird or fish, or any other animal that the Board may designate as a pet in its sole discretion, from time to time.
2. The breeding of any type of animal, fish or fowl for sale is strictly prohibited.
3. Each Owner or Resident keeping a pet in his Dwelling Unit shall register the pet with the Manager and/or Board which registration shall include a description of the species of the pet(s), breed, colour and any other distinguishing features of the pet.
4. No dangerous animal shall be permitted to enter or reside within this Corporation at any time. An attack dog is deemed to be a dangerous animal under these rules. 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 Corporation.

5. Subject to section 18 below, Residents may keep two pets per Dwelling Unit. However, not more than one of these shall be a dog, unless the Resident requires a seeing-eye dog, guide dog, a dog to assist the hearing impaired or a dog to assist the physically challenged. In no event shall a pet which weighs in excess of thirty (30) pounds be kept in a Dwelling Unit (other than a seeing eye dog or guide dog, dog to assist the hearing impaired or dog to assist the physically challenged).
6. Pets are not permitted within the Facilities.
7. No pet shall be permitted outside of a Unit where it resides or anywhere upon the Common Elements, except in the custody of the Owner and/or Resident and upon a short leash.
8. Pets must be kept on a tight leash when travelling upon and/or through the interior non-exclusive use Common Elements.
9. Pets shall not be exercised in the lobbies, corridors, stairways, garages, footpaths, grounds, pavements or any other portion of the non-exclusive use Common Elements within this Corporation.
10. 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 Resident owner of the pet and the said Resident shall fully reimburse the Corporation for the cost of the repair, replacement and renovation thereto.
11. No household pet deemed to be a nuisance by the Board or Manager may be kept by a Resident. If the Board receives a complaint regarding the noise level, general disturbances, waste or damage caused by a pet, it shall notify the pet's owner of the complaint. This notice shall constitute a "first warning". The Board shall give the 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 who fails to comply with the rules after being provided with "first warning" will thereafter, at the sole discretion of the Board and/or Manager, receive written notice requesting the permanent removal of the pet from the Corporation and the Resident owner of the pet must comply with the request for such permanent removal within two weeks from receiving written notice thereof.
12. 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.
13. 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. If such soiling or damage occurs, the Owner of the pet shall immediately rectify the damage or remove the excrement. If the Resident does not remove the excrement, the Manager shall have it removed and the Resident shall be liable for a \$50.00 removal charge (which may be collected in the same manner as common expenses).
14. Notwithstanding section 13 above, Residents shall not allow their pets to vomit, defecate or urinate in the building or within 15 metres of the building, except in a litter box for a cat or similar pet.
15. No pet shall be permitted to make excessive noise. "Excessive noise" shall be such noise, as determined by the Board, which reasonably annoys or disturbs any other Resident.
16. Any soiled litter created in the clean-up of the defecation of a pet must be well wrapped and deposited in the garbage bin on the ground floor, and under no circumstances shall the said soiled litter be put within the garbage chute, nor flushed down any toilet.
17. No Guest shall be permitted to bring any pet onto the Corporation, other than a guide dog for the visually impaired, hearing impaired or the physically challenged, provided, however, that this restriction shall not apply to any Commercial Unit used for the purposes of a pet store or a veterinary clinic.
18. Where a female pet has given birth, the maximum nursery period allowed shall be six weeks. At the end of the six week period, the Resident shall have an additional 14 days to arrange for the accommodation of the excess pets.
19. In the event of an emergency in this building (such as a fire) the Resident owner of the pet shall have the full responsibility to care for his pet, control its actions and guarantee its safety.

V. PARKING

1. Each Resident shall provide to the Corporation all information pertaining to motor vehicles operated by himself and other Residents or occupants of his Unit(s), including the license number of all motor vehicles

driven by the occupants of the Unit and the Parking Unit or Commercial Parking Unit number which said motor vehicles are allowed to park in by virtue of ownership or lease of same.

2. All motor vehicles operated by a Resident or Guest, within either the parking garage or any road or driveway on the property must be registered at the management office or with the concierge, as determined by the Board.
3. The purchasers or lessees of a Unit must register with the Manager before moving in to obtain keys or other devices required to gain access to the Parking Unit or Commercial Parking Unit. To register, a vehicle owner must fill out a form giving the Manager his or her name, address and telephone number, and the vehicle's make, model, year, colour and licence plate number. Any changes to this information must be reported immediately to the Manager.
4. At the option of the Board, vehicles permitted to be parked in the Parking Units or Commercial Parking Units shall be registered with the concierge or management office and identified with a decal, validation sticker or similar parking pass authorizing the permitted vehicles. Parking in the portion of the underground parking garage containing Parking Units or Commercial Parking Units may be denied to vehicles that have not been properly registered.
5. When entering the garage, drivers must not attempt to follow the car immediately ahead of them without activating the security door themselves. Drivers who try to pass through an open garage door without activating it bear the responsibility for damage or injury caused by collision with the garage door.
6. Any Resident proposing to lease a Parking Unit or Commercial Parking Unit to any other person permitted by the Declaration to lease such Parking Unit or Commercial Parking Unit, must provide the Corporation with an information form on behalf of the proposed lessees, along with a copy of the leasing agreement for the Parking Unit or Commercial Parking Unit.
7. Residents may only park in Parking Units or Commercial Parking Units either leased or owned by them.
8. No one may park a motor vehicle so as to create, in the opinion of the Manager or Board, a safety or security hazard or any danger of property damage, arising from either the place of the vehicle, the duration of stay or the vehicle's condition. Immediately following receipt of notice from either the Manager or Board, which notice shall be deemed received when it is posted at the entrance of the Unit where the vehicle owner resides or visits, the vehicle owner must remove it. If the vehicle is not removed immediately, the Corporation may have the vehicle towed away at the Resident's expense, recoverable in the same manner as common element expenses. Except for the immediate pick-up or delivery of people, vehicles may not be parked or stopped anywhere that is not set aside for parking. Parking in any prohibited area may result in the immediate removal of the offending vehicle at the Resident's expense.
9. No private passenger vehicle fuelled by liquid or gaseous propane or natural gas shall be placed, left or parked in or upon the Common Elements or within any Parking Unit, Commercial Parking Unit or Commercial/Visitor Parking Unit.
10. Everyone shall activate the headlights of their vehicle when entering the underground parking garage or when operating a vehicle within it.
11. If a vehicle breaks down anywhere that would obstruct free vehicle movement, the driver shall immediately get his vehicle out of the way, notify the Manager of the break-down and arrange to have the vehicle towed as soon as possible. Tow trucks or similar service vehicles fuelled by liquid or gaseous propane or natural gas are not permitted in the underground parking garage.
12. No vehicle repairs, other than such minor emergency repairs such as a tire change or the **addition only** of oil, coolant or other fluids, shall be performed anywhere on the property. Residents shall be responsible for any stains or damage caused by the leaking of oil, gasoline, coolant, windshield wiper fluid or other operational fluid.
13. Parking Units, Commercial Parking Units and Commercial/Visitor Parking Units shall be used only for the parking of permitted motor vehicles, which include cars, station wagons, family passenger trucks, four-wheel drive passenger vehicles, family passenger vans, and motorcycles. Storing or parking anything else on a Parking Unit, Commercial Parking Unit or Commercial/Visitor Parking Unit is prohibited.
14. Motor vehicles may only be driven on road surfaces and parking lots, at a speed not to exceed the maximum posted speed. Unless otherwise posted, the maximum vehicle speed is 10 km/hr.
15. No trailers, campers, boat trailers, truck, boat, recreational vehicle, mechanical toboggan, snowmobile, commercial vehicle or mechanical equipment may be parked in a Parking Unit, Commercial Parking Unit or Commercial/Visitor Parking Unit, unless authorized by the Board.
16. Any vehicle found abandoned on the property may be ticketed and towed away.
17. If a driver must help a person incapacitated by age, handicap, injury or illness to enter or exit the buildings, he or she may leave his or her vehicle unattended while doing so, provided that in so doing no fire route or laneway is obstructed by the unattended vehicle.

18. No one shall empty their vehicle ashtrays or leave any other litter from their vehicle anywhere but in designated garbage areas.
19. The Corporation is not responsible for any loss of or damage to a visitor's motor vehicle or personal property.
20. The Car Wash Bay Unit is the sole area designated for washing cars. It is for the use of Residents only. Users should leave the area as clean as possible after use and return all hoses and other apparatus to their place. Garbage should be deposited in garbage bins.
21. Residents and Guests may leave bicycles at the bicycle rack area containing locked bicycle racks (if applicable). Users bear the risk of theft. Abandoned bicycles will be tagged with notice of impending removal. If no action is taken to claim the bicycle or remove it within 7 days of such notice, it may be removed and disposed of.
22. There shall be no parking in any Commercial/Visitor Parking Units between the hours of 1:00 a.m. and 7:00 a.m., without a permit issued by the Manager, on behalf of the Board.
23. Commercial/Visitor Parking Units shall only be used in accordance with the provisions of the Declaration.

VI. USE OF BALCONIES, PATIOS AND TERRACES

1. A Resident shall not do, nor permit anything to be done, on the Common Elements, including exclusive use Common Elements appurtenant to a Unit nor bring nor keep anything thereon, which will in any way increase the risk of fire or the rate of fire insurance.
2. Where a Resident has placed outdoor furniture upon any part of the exclusive use Common Elements appurtenant to his Unit such furniture shall be of a first class quality.
3. No clothes line or other device intended to be used for the drying of clothes shall be erected on the Common Elements, including any exclusive use Common Elements appurtenant to a Unit.
4. The use of barbecues is not permitted on Balconies, Patios or Terraces or on any other parts of the Common Elements, unless specifically provided for in the Declaration and save and except the common element landscaped area forming part of the facilities and as may be permitted by the Board from time to time.

VII. GARBAGE DISPOSAL

1. No Resident shall deposit any garbage within a garbage chute that is not contained within a polyethylene garbage bag.
2. All garbage must be properly bound, packaged, bagged and sealed to prevent any undue odour, mess or damage during its descent within the garbage chutes.
3. All garbage must be firmly pushed down a garbage chute and not left within the container at the opening of the chute.
4. Residents must break down and bind all large containers and shall place all glass items of any form whatsoever in a proper box. The broken down containers and/or glass are to be left neatly and tidily in the area(s) of this Condominium as designated for such purpose by the Manager from time to time. Anyone leaving such oversized or fragile garbage in the chute room shall notify the Manager so that it can be removed.
5. No Resident shall permit any burning material, including burning cigarettes, cigars or material of any sort to be deposited in the garbage chute room and/or the garbage chute.
6. No garbage is to be placed in the garbage chute between the hours of 10:30 p.m. and 7:30 a.m. so as to permit the quiet enjoyment by Residents of residential suites adjacent to the garbage chute room.
7. Everyone is encouraged to comply with recycling programs by using the recycling bin(s) located in the areas of this Condominium as designated for this purpose by the Manager from time to time.

VIII. MOVING

1. Purchasers or lessees of the Units must register with the Manager prior to moving in, at which time arrangements will be made for reserving use of an elevator for purposes of moving.
2. All items in the nature of furniture, equipment, fixtures or otherwise shall be moved into or out of the building situate within the Condominium Corporation by way of an elevator car designated as the moving elevator within the building.
3. The hours of use and date of moving shall be fixed in advance by arrangement with the Manager.

4. Conditions may be imposed by the Manager, at its sole discretion, upon any new Resident with respect to the moving arrangements, so as to accommodate the ongoing quiet enjoyment of the Condominium Corporation building by its Residents.

IX. FIRE SAFETY AND HEALTH REGULATIONS

1. All water closets, toilets, sinks, drains or any portion of any plumbing or mechanical system within the Corporation shall only be used for such purposes, and in such a manner, for which they were designed and constructed, and in addition, no sweepings, garbage, rubbish, rags, ashes or any other materials of any sort which might either by their inherent nature obstruct or otherwise damage the plumbing system and/or mechanical system shall not be deposited therein.
2. The cost of repairing any damage resulting from the contravention of the above or by the continuing misuse or unreasonable use of the aforesaid facilities shall be borne by the Resident who caused or suffered such damage to occur.
3. Water shall not be left on unless it is in actual use.
4. No Resident shall overload the existing electrical circuits within the Corporation. It is incumbent upon each Resident to ascertain whether any domestic appliance used within their Unit shall cause the overloading of the Corporation's electrical circuits.
5. Any costs relating to damage occasioned by the overloading of the aforesaid circuits shall be borne by the Resident of the Unit in which the damage was initiated and/or occurred.
6. No Resident shall do anything, permit anything or suffer anything to be done within his Unit or any portion of the Common Elements for which he has exclusive use of which would in any way increase the risk of fire, or the increase in premiums in respect of fire insurance placed upon the Corporation's buildings, or further, which would in any way obstruct or interfere with the rights of the other Owners or Residents or injure or annoy them or conflict with any public health safety and/or fire regulation code or legislation.
7. No Resident unless duly authorized by the Condominium Corporation shall disconnect, tamper with, alter or repair any fire warning system, heat sensing system and/or engineering alarm system within the Corporation.
8. Each Resident shall comply with the following rules with respect to the installation or maintenance of any dishwasher, washing machine and/or clothes dryer:
 - (a) any washing machine and/or dishwasher shall be equipped with a nylon reinforced hose (which hose supplies hot and cold water to the aforesaid machine) which shall be designed for a minimum burst pressure of 190 kg per square centimetre (1000 PSI) or greater as the manufacturer of same may specify, and which is designed in addition, to withstand 180 degrees Fahrenheit;
 - (b) after using the washing machine, each Resident and/or Guest shall immediately turn off the supply taps to both hot and cold water;
 - (c) all costs incurred by damage or loss to the Corporation and/or any other Unit Owner resulting from flooding caused by the bursting of any inadequate or poorly installed hoses and/or mechanical connection to the water supplies, shall be borne by the Resident of the Unit from which the aforesaid damage was occasioned or initiated; and
 - (d) lint and dust in any clothes dryer lint trap and in any lint trap leading to or forming part of an exterior duct shall be regularly cleared from such areas.

X. ELEVATORS

1. Smoking is strictly prohibited in the elevators, and each Resident is responsible to ensure that their Guests abide by this rule.
2. The emergency buttons and emergency telephones within the elevator cars shall only be used in the event of an emergency.
3. Hazardous Materials, including without limitation, propane tanks, shall not be transported on elevators.

XI. TENANTS

1. Each Owner must deliver to the Corporation or its Manager, the acknowledgement (contained within the Declaration) executed by the proposed Tenant of a Unit prior to the Tenant's occupancy of the Unit. In addition, the Owner shall also provide to the Corporation the Tenant's name, phone number, number of people occupying a leased Unit and such other information as the Manager and/or Board may require in their sole and unfettered discretion.
2. The Owner shall ensure that the Tenant complies with all the provisions of the Act, the Declaration, the by-laws and the rules of the Corporation established from time to time.

3. The Owner shall inform the Board within 7 days of the termination of the tenancy of such Owner's Unit.

XII. SOLICITING

1. No business solicitation or canvassing is permitted within this Corporation.
2. No solicitation or canvassing whether by or on behalf of a person, Corporation, or charitable institution except those charitable institutions permitted by the Board to canvass within the Corporation is permitted within this Corporation.
3. Notwithstanding anything hereinbefore set out, Section 118 of the Act states that "No corporation or employee or agent of a corporation shall restrict reasonable access to the property by candidates, or their authorized representatives, for election to the House of Commons, the Legislative Assembly or an office in a municipal government or school board if access is necessary for the purpose of canvassing or distributing election material".

XIII. ACCESS CONTROL

1. Other than for Commercial Units, no Resident and/or Guest shall change or permit to be changed, any lock or locks on any doors accessing his Unit, or upon any door situate within the Units or Common Elements, nor place or install any additional lock on any door within the Corporation, other than interior doors within a Unit, without first obtaining the prior written consent of the Board. In the event that a Resident has changed locks without permission then all damages and/or costs arising out of an emergency forced entry by the Manager into the said locked Unit shall be borne by the Resident and/or Owner of same. If such consent is obtained the Resident shall thereafter provide the Manager and/or Board with a key which shall operate the replacement lock and/or new lock. Where a lock is changed or added in respect of a Commercial Unit, the Commercial Unit Owner shall immediately provide to the Corporation, a key for each changed or added lock.
2. Each Resident, prior to vacating the Dwelling Unit for any extended period of time including any seasonal vacancy shall arrange for the cessation of delivery of newspapers and/or any form of other deliveries, including mail, and inform the Manager and the concierge of his vacancy or vacation. Any items which continue to be delivered to the Dwelling Unit in the Resident's absence may be removed by the Manager, and neither the Manager nor the Corporation shall be responsible for such items which have been delivered to the Unit in the absence of the Resident.
3. In the event that the Resident permits his Dwelling Unit to be occupied by a Guest during his seasonal absence, vacancy and/or vacation, the Resident shall inform the Manager and/or Board in writing of the names of the proposed Guests, dates of their occupancy and all particulars requested by the Manager. No use of the Dwelling Unit shall be permitted unless the above-noted conditions have been complied with.
4. The Manager shall, upon reasonable request by a Resident, accept delivery of a mail or parcel to be delivered in the Resident or Tenant's absence. If no specific instructions have been given, the staff shall not accept or receive delivery of any item or piece of mail, whether such mail is in the form of registered mail, or express delivery.

XIV. FACILITIES

A. General Rules

1. All persons using the Facilities shall wear shoes and appropriate clothing while using the Facilities.
2. Each Resident must accompany her/his Guest in the Facilities at all times and ensure that such Guests are fully aware of all rules and regulations.
3. Generally, children under the age of 12 are not permitted to use the Facilities without the supervision of an adult. Higher age restrictions may be applicable in certain areas.
4. The cost of any damage to the Facilities by a Resident and/or Guest will be the responsibility of the Resident.
5. Boisterous behaviour of any sort including yelling, running or rowdyism and other general forms of misconduct are not permitted within the Facilities at any time. Any person who commits same may be ejected from the Facilities by the Manager. The Manager shall have unfettered discretion to determine what constitutes boisterous behaviour.
6. The maximum number of people permitted in using any room situate within the Facilities shall be in accordance with signs posted in such room, with the signs stating the maximum capacity of the rooms in accordance with local fire authorities regulations or by-laws.
7. All persons using the Facilities do so at their own risk.

8. Unless expressly permitted elsewhere in these Rules, no music shall be played through speakers if such music is likely to interfere with another Resident's use and enjoyment of the Facilities, as determined by the Board in its sole and absolute discretion.

B. Multi-Purpose Room and Guest Suite Units

General

1. The use of these facilities are governed by the terms of the Declaration, and the Rules, and the rooms may only be used by those parties and for such purposes contemplated by the Declaration of the Condominium and in accordance with all applicable law and regulations.
2. All bookings for rooms shall be made with the Manager at the management office during regular business hours and should be made no more than 6 months in advance. The Manager may require such information as it decides in its sole discretion is reasonable from any party applying for use of the rooms.
3. Any application forms supplied by the Manager to the applying party (applicant) shall be completed in full and signed by the applicant and returned to the Manager.
4. The Manager may request and the application shall provide, a security/cleaning deposit in such sums as the Board may determine at the time of reservation. If this security/cleaning deposit is not paid to the Manager by way of cash, certified cheque or bank draft at least 2 weeks prior to the reserve date, the Manager shall cancel the reservation.
5. Subsequent to an event being held in the special occasion/party room or a guest using the Guest Suite Unit(s), the Manager shall determine if any damage has been occasioned to the room and shall notify the person who rented same, in writing, as to his determination. In the event that any damage has not been occasioned to the room then the security/cleaning deposit less cleaning charges shall be returned to the applicant who used the room. In the event that there is damage, the Manager shall be empowered to provide the security/cleaning deposit first against any and all damage. In the event that the deposit is insufficient to pay for the damage and cleaning expenses, then the Resident shall immediately reimburse the Manager for all sums expended by the Manager in excess of the security/cleaning deposit amount to repair the damage and clean the room.

Multi-Purpose Room

6. Reservations for the multi-purpose room must be cancelled no later than 14 days prior to the reserve date, except if the reservation is on a designated holiday, in which case the cancellation must be made at least 1 month in advance of the reserve date. Any cancellations within the respective 14 days or one-month prior to the reservation date shall result in the forfeiture of the security/cleaning deposit.
7. Noisy, rowdy or drunken behaviour is prohibited.
8. Music may be played in the multi-purpose room but shall not be played in excess of 90 decibels.
9. All functions in the multi-purpose room must end by 11:00 p.m., or such other time as the Board may determine from time to time and the room shall thereafter, be immediately vacated by all persons.
10. A security guard, pursuant to the terms and provisions of the Declaration, may be retained to monitor the arrival and departure from the multi-purpose room during the reserved event. Such security guard shall be reimbursed or compensated by the party in whose name the reservation was made.
11. Alcohol or beverages containing alcohol shall not be sold whether for profit or otherwise at any function within the Common Elements and serving of alcohol shall be in accordance with all applicable laws and regulations.
12. Only events organized by the Corporation, a Resident or the Declarant shall be permitted within the multi-purpose room.

Guest Suite Unit

13. There are two (2) Guest Suite Units available for the convenience and use of Residents' Guests.
14. The Guest Suite Units are located on Level 2.
15. Guests are subject to all of the Corporation's rules and regulations.
16. The Guest Suite Units are available on a "first-come basis".
17. The maximum stay for a Guest is seven (7) consecutive nights, subject to the payment of a cleaning fee of Fifty (\$50.00) Dollars per night, provided that the maximum length of stay and amount of cleaning fee for the Guest Suite Unit(s) may be adjusted by the Board from time to time in its sole and absolute discretion.

18. Residents may book the Guest Suite Units via the telephone or in person. Full payment of the cleaning fee is required from the Resident within forty-eight (48) hours of making the booking, by cheque, and completing and signing the necessary forms. Cheques are to be made payable to the Condominium Corporation.
19. The Guest Suite Units keys should be picked up from the management office by the Resident making the booking. Upon leaving, the Guests are to lock the doors of the Guest Suite Unit(s) and leave the keys with the concierge.
20. There is a Thirty (\$30.00) Dollar replacement charge for a lost key and key chain or entrance card, as well as for the changing of the Guest Suite Unit door lock, if necessary. The replacement charge may be adjusted by the Board from time to time in its sole and absolute discretion.
21. Check-in time is 3:00 p.m. and check-out time is 11:00 a.m.
22. The Resident is responsible for any damage caused to the Guest Suite Unit(s) by the Guest(s). An inspection of the Guest Suite Unit(s) by the Resident(s), accompanied by the Manager or a member of the board, is recommended prior to the Guest(s) occupying the Guest Suite Unit(s), and at the end of the Guest's stay.
23. Payment of the cleaning fee is refundable for an unused Guest Suite Unit(s), when cancelled at least seventy-two (72) hours in advance of the booked date.
24. A Resident/Guest is required to report any problems within the Guest Suite Unit(s) to the Manager or the concierge.
25. Anyone using a Guest Suite Unit must keep it clean and refrain from behaving in a manner that disturbs the other Residents.
26. Smoking in the Guest Suite Units is strictly prohibited.

C. Car Wash Bay Unit

1. The Car Wash Bay Unit shall be kept in a neat and tidy manner by each person using such area.
2. Residents using the Car Wash Bay Unit must sign out the valve key from the concierge prior to using the Car Wash Bay Unit. Any Resident using the Car Wash Bay Unit shall turn off the water valve and return the valve key to the concierge immediately after such person is finished using the Car Wash Bay Unit.

D. Fitness Room

1. Proper attire is required when using the fitness room and while recognizing the variety of fitness suits and aerobic outfits available today, proper decorum must be exhibited in wearing outfits that do not overly expose the wearer. No street clothes are permitted within this room.
2. Any persons using the fitness room may not wear any sort of wet attire, including bathing suits.
3. Children under the age of 12 are strictly prohibited from the use of the fitness room unless accompanied by a parent or guardian.
4. All equipment shall be treated with reasonable care and caution.
5. Removal of any equipment from the fitness room for any purpose is strictly prohibited.
6. No food or beverages are permitted within the fitness room.
7. All persons using any machinery or equipment in the fitness room must wipe the machinery or equipment dry of any perspiration.

E. Indoor Swimming Pool and Whirlpool (collectively, the "Pool" or the "Pools")

1. The Pools may only be used subject to any applicable regulations under the *Health Protection and Promotion Act* and/or any other applicable statutes or regulations.
2. No Resident shall permit any child under the apparent age of 4 or lacking toilet training to use the Pools. In addition, rubber pants over diapers and/or use of changing of any diapers is not permitted within the Pool areas.
3. Any children under the age of 12 must be supervised when using the Pools whether such children are Residents and/or Guests.
4. Residents and Guests are required to wear proper swimming attire within the Pools.

5. Each Resident must accompany his/her Guest to the Pools at all times. Each Resident is responsible for his/her Guest.
6. Radios, cassette recorders, compact disc players or any other forms of electronic music devices are strictly prohibited within the indoor or outdoor Pool areas, unless they are used with the aid of headphones and no sound emits from the speakers of such radios, cassette recorders, compact disc players and/or any other forms of electronic music device.
7. No food, beverages or glass containers are allowed in the Pool areas.
8. Running is not permitted in the Pool areas.

F. Sauna

1. No children under the age of 16 may use the sauna, unless accompanied by an adult.
2. No food, beverages or glass containers are allowed in the sauna.
3. Proper swimming attire must be worn within the sauna.

G. Theatre Room

1. No children under the age of 16 may use the theatre room unless accompanied by a Resident adult.
2. The theatre room may be booked with the concierge or the Manager for one-hour intervals (to a maximum of 3 consecutive hours depending on the length of the movie/show to be watched). Only one booking may be made at any time, no more than 72 hours in advance of the booking time.
3. The relevant regulatory authorities will determine the maximum number of guests permitted per booking who are able to use the theatre room. The Resident making the booking must accompany his/her Guest(s) at all times.
4. The Resident making the booking is responsible for the care and custody of the theatre room equipment, including the remote control and the remote control must be signed out/in with the concierge for each booking.
5. Use of the theatre room is subject to age restrictions in place at local public theatres based on age using the classification for movie or program to be viewed.
6. The sound must be kept at a low/reasonable level at all times, as determined in the sole discretion of the Manager, or an authorized building staff member.
7. Snack foods and (non-alcoholic) drinks in non-breakable containers are permitted, subject to Rule No. 8 below.
8. The resident making the booking is responsible for leaving the room in a clean condition.
9. The theatre room shall only be used between the hours of 10:00 a.m. and 11:00 p.m.

H. Billiards Room

1. Children under 12 years of age are not permitted in the billiards room without the supervision of an adult.
2. All persons using the billiards room are required to wear proper attire.
3. Advance bookings are recommended for use of the equipment in the billiards room, and supersede anyone who has not made such bookings for the equipment. Reservations may be made in person or by telephoning the concierge.
4. The booking period for the equipment in the billiards room is 1 hour long. Multiple bookings will not be accepted.
5. Only 3 Guests are permitted to use the billiards table in the billiards room at one time and all Guests must be accompanied by a Resident.
6. Equipment will be issued by an attendant or the concierge. The Resident must sign equipment out and return it to the attendant or concierge when finished.
7. All persons using the billiards lounge are required to wear proper attire.
8. After finishing with the use of the billiards table, the Resident or Guest shall ensure that cues, cue rests and billiard balls are racked and stacked in the proper place.

9. Cues without tips are strictly prohibited from being used on the billiards table. Broken cues are to be delivered to the management office.

I. Library

1. Children under 12 years of age are not permitted in the library without the supervision of a Resident adult.
2. All persons using the library are required to wear proper attire.
3. Radios, cassette recorders, compact disc players or any other forms of electronic music devices are strictly prohibited within the library, unless they are used with the aid of headphones and no sound emits from the speakers of such radios, cassette recorders, compact disc players and/or any other forms of electronic music device.

J. Dining Room

1. Reservations for the dining room may be booked with the concierge or the Manager and any cancellations must be cancelled no later than 14 days prior to the reserve date, except if the reservation is on a designated holiday, in which case the cancellation must be made at least 1 month in advance of the reserve date. Any cancellations within the final prior to the reservation date shall result in the forfeiture of the security/cleaning deposit.
2. Noisy, rowdy or drunken behaviour is prohibited.
3. Music may be played in the dining room but shall not be played in excess of 90 decibels.
4. All functions in the dining room must end by 11:00 p.m., or such other time as determined by the Board from time to time and the room shall thereafter be immediately vacated by all persons.
5. A security guard, pursuant to the terms and provisions of the Declaration, may be retained to monitor the arrival and departure from the dining room during the reserved event. Such security guard shall be reimbursed or compensated by the party in whose name the reservation was made.
6. Alcohol or beverages containing alcohol shall not be sold whether for profit or otherwise at any function within the dining room and the serving of alcohol shall be in accordance with all applicable laws and regulations.
7. Only events organized by the Corporation, a Resident or the Declarant shall be permitted within the dining room.

K. Cyber Lounge

1. Children under 12 years of age are not permitted in the cyber lounge without the supervision of a Resident adult.
2. All persons using the cyber lounge are required to wear proper attire.
3. Advance bookings are recommended for use of the computers and other equipment in the cyber lounge, and supersede anyone who has not made such bookings for the computers and other equipment. Reservations may be made in person or by telephoning the concierge.
4. Radios, cassette recorders, compact disc players or any other forms of electronic music devices are strictly prohibited within the cyber lounge, unless they are used with the aid of headphones and no sound emits from the speakers of such radios, cassette recorders, compact disc players and/or any other forms of electronic music device.

XV. ENFORCEMENT OF RULES

1. The rules of the Corporation shall be enforced in accordance with the terms of the Act, the Declaration, the by-laws and upon any such further terms as the Board may deem advisable in its sole discretion from time to time.
2. In addition to any other power of enforcement of these rules that the Board may have by virtue of the Condominium Act, the Declaration of this Condominium, and/or its by-laws (including the right to have a court of competent jurisdiction order the compliance of the said rules), the Board may also deal with Residents and/or Guests who violate the rules as follows:
 - (a) the offending or responsible Resident shall be notified in writing with respect to the first offense by the Manager and/or Board and shall be given 14 days to rectify the violation or signify their future willingness to comply with the rules;
 - (b) upon the second offence the offending or responsible Resident shall be given written notice and shall be required to signify to the Board in writing within two days upon receipt of the notice, that they shall comply with the rules and regulations; and

- (c) upon the third offence and any further offences by the offending or responsible Resident the Board may direct that the said Resident supply the Board with a security deposit with respect to such further or subsequent breaches of the rules which may be occasioned by the Resident and/or his Guests, which security deposit will be forfeited and considered liquidated damages in the event that any further breach of the rules is occasioned by the Resident and/or his Guests.
- 3. Notwithstanding any other provision of these Rules and Regulations, same shall not in any manner whatsoever, create or establish in favour of any Owner, Resident or Tenant of any Unit, including, without limitation of any Commercial Unit, any right or entitlement to use the Facilities or other portions of the Waterview Shared Facilities or Common Elements.