

RULES

The following Rules made pursuant to the Condominium Act, 1998, S.O. 1998, C.19 (the "**Act**") shall be observed by all owners (collectively, the "**Owners**" and any other person(s) occupying the Unit with the Owner's approval, including, without limitation, members of the Owner's family, his tenants, guests, invitees, servants, agents and contractors.

Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, or his family, guests, servants, agents or occupants of his Unit, shall be borne and/or paid for by such Owner and maybe recovered by the Condominium Corporation (the "**Corporation**") against such Owner in the same manner as Common Expenses.

The board of directors may, in accordance with Section 58 of the Act, as amended, enact rules respecting the use of the common elements and the units to: (i) promote the safety, security or welfare of the owners and of the property and assets of the Corporation; or, (ii) prevent the unreasonable interference with the use and enjoyment of the common elements, the units and the assets of the Corporation;

Offensive and potent odours created or generated from smoking tobacco and cannabis can contaminate air in the common elements and the units, and cannabis odour migration can be a nuisance that unreasonably interferes with the use and enjoyment of the units and the common elements;

Cultivating or growing cannabis plants in the units presents a risk of: (i) damage to units and common elements, including damage by humidity, moisture and condensation which can create mould and spores in walls, ceilings and floors, and which can damage window sills; (ii) a disproportionate consumption of utilities, including water; (iii) insect infestations; and, (iv) increased fire hazards resulting from using household appliances to dry marijuana;

Similarly, odours and second-hand smoke from smoking tobacco can also contaminate air in the common elements and the units, and can be a nuisance that unreasonably interferes with the use and enjoyment of the common elements and the units;

Improperly discarding cigarettes and other tobacco products and cannabis-filled rolls presents a fire hazard, and creates a risk of injury to individuals, and a risk of damage to personal property and condominium property;

The board of directors has determined that prohibiting the smoking of tobacco and the smoking of cannabis, and prohibiting the production or cultivation of cannabis is a reasonable way to prevent damage to the units and common elements, and to protect owners and residents from being exposed to second-hand smoke on the property and from unreasonable nuisance and interference with the use and enjoyment of the units and the common elements;

It is intended that this Preamble shall form an integral part of these rules;

1. **GENERAL**

- (a) Use of the common elements and units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units;

- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners and occupants, their families, guests, visitors, servants or agents;
- (c) No animal, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger or nuisance to the residents of the Corporation is permitted to be on or about the Common Elements.

2. QUIET ENJOYMENT

- (a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners or their respective families, guests, visitors, servants and persons having business with them.
- (b) No noise or odours shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise or odours is being transmitted to another Unit and that such noise or odours is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his expense take such steps as shall be necessary to abate such noise or odours to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise or odours, the Board shall take such steps as it deems necessary to abate the noise or odours and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise or odours (including reasonable solicitor's fees).
- (c) No auction sales, private showing or public events shall be allowed in the any unit or the common elements;
- (d) Firecrackers or other fireworks are not permitted in any unit or on the common elements;
- (e) Any repairs to the units or common elements shall be made only during reasonable hours.
- (f) Smoke-Free Environment Rule:
 - i. **Definitions:** For the purpose of this rule:
 - (1) “**Grandfathered Unit**” shall have the meaning in Section (iii) of this rule.
 - (2) “**Medically Exempt Unit**” shall have the meaning in Section (iv) of this rule.
 - (3) “Owner” shall mean the registered owner of a Residential Unit or in the Corporation.

- (4) "Occupant" shall mean any individual(s) occupying a Unit with the Owner's consent, permission or approval, whether or not pursuant to a lease arrangement.
- (5) "Production of Cannabis" is defined as obtaining cannabis by any method or process, including by manufacturing, synthesis, altering its chemical or physical properties by any means, or cultivating, propagating, processing or harvesting Cannabis or any living thing from which cannabis may be extracted or otherwise obtained, and shall specifically include the cultivation or growing of cannabis plants.
- (6) "Smoking" shall include the inhaling, breathing, carrying, vaping or possession of any lit and/or smoke-producing tobacco product or substance, including electronic cigarettes, cigars and pipes, or any lit and/or smoke-producing cannabis substance.
- (7) "Unit" shall mean any unit as identified in the Corporation's declaration.

ii. **No Smoking and No Production of Cannabis:** Except as provided in Sections (iii) and (iv) below, Smoking and The Production of Cannabis is strictly prohibited in all Units and on the common elements, including any exclusive-use common elements. Notwithstanding the foregoing, the Board may, from time to time, at its discretion, designate an outdoor smoking area whereon Smoking may be permitted, and may pass policies to govern the use of same by Owners and occupants.

iii. **Grandfathering of Existing Smokers and the Production of Cannabis:**

- (1) Any Smoking or The Production of Cannabis by any Owner or Occupant within a Unit that was otherwise legally permitted prior to this Rule becoming effective, may, for the purposes of this Rule, be grandfathered (hereinafter the "Grandfathered Unit").
- (2) In order to be considered for a Grandfathered Unit exemption, the Owner of the subject Unit must notify the Corporation of the existing Smoking or The Production of Cannabis, including all persons for whom the exemption is being sought and their relationship to the Owner, in writing on such form as created by the Corporation from time to time, by no later than December 31, 2018. The obligation to notify the Corporation is that of the Owner. Requests for a Grandfathered Unit exemption will not be accepted from tenants or other non-Owners. It is up to the Owner to communicate with his or her tenant(s) or Occupant(s) if any, in this regard. The failure to notify the Corporation within the specified timeframe shall disqualify the subject Unit from being granted a Grandfathered Unit exemption. The Grandfathering is applicable to the smokers or growers listed, not to the Unit.

- (3) Whether or not the status of a Grandfathered Unit is granted shall be determined by the Corporation's Board in its full and unfettered discretion. In addition to any other requirements that the Corporation may request, Owners must provide the Corporation with whatever the Corporation deems necessary in order for the Board to determine if the granting of this exemption is warranted. Any related or associated costs shall also be the subject Owner's sole responsibility. The subject Owner shall indemnify the Corporation for any and all costs that the Corporation may incur as a result of addressing this request, failing which, the exemption may not be granted.
- (4) If a Grandfathered Unit exemption is provided, it shall only apply to the Owner's Residential Unit, as that term is defined in the Corporation's declaration and the listed individuals as defined above.
- (5) If the status of Grandfathered Unit is granted by the Corporation, as determined by the Board in its full and unfettered discretion, it must be granted in writing and may be subject to any conditions and/or requirements (in addition to anything specified in this provision) that the Board deems necessary from time to time. In particular, the following requirements shall apply:
 - (a) If permitted, then, in addition to any other requirements specified by the Board the Owner of the subject Unit must take all steps to ensure that:
 - (i) The Smoking and/or The Production of Cannabis is entirely contained in the Unit;
 - (ii) All windows and exterior doors to the Unit are in a closed position when Smoking in the Unit;
 - (iii) The exhaust fans in the Unit are turn on when Smoking in the Unit; and,
 - (iv) Adequate air filters and/or purifiers are installed to prevent second-hand smoke and odours from entering other Units or the common elements.
 - (v) the permitted Production of Cannabis: (i) is conducted in accordance with the applicable laws of Canada; and, (ii) will not in any way adversely affect the Corporation, the property and/or residents within the Corporation including, but not limited to, the subject Unit, other Units, the common elements, the assets of the Corporation and/or the Corporation's utilities in any manner, be it by way of creating damage, nuisance, unreasonable interference, increased costs to the Corporation or otherwise, as

determined by the Board in its full and unfettered discretion; and,

- (6) Smoking is not permitted whenever the Corporation's agents are within the subject Unit. In this regard, the Corporation may also specify in its entry notice that the subject Unit must be properly ventilated prior to the required access.
- (7) If, in the opinion of the Board, in its discretion acting reasonably, the Smoking in a Grandfathered Unit is causing or creating an unreasonable nuisance then, notwithstanding the foregoing, the Owner shall take all steps that the Board deems necessary to eliminate the unreasonable nuisance within the timeframe to be established by the Board. Such steps may include, but are not limited to, the installation of additional exhaust fans with smoke-sensitive automatic controls, and the entering into of an alteration agreement in accordance with Section 98 of the Act (if alterations to the common elements are required). Any associated costs will be the sole responsibility of the Owner.
- (8) The Grandfathered Unit status may be revoked by the Corporation upon written notice to the subject Owner in the event the Board deems it necessary to do so including but not limited to: (i) if any of the foregoing is breached and/or not satisfied, as determined by the Corporation's Board in its full and unfettered discretion; (ii) if the Smoking becomes a nuisance for and/or creates an unreasonable interference with other Occupants within the Corporation as determined by the Corporation's Board in its full and unfettered discretion, notwithstanding any steps taken by the Owner to eliminate such nuisance; and/or (iii) any other reason(s) that the Board in its full and unfettered discretion deems just.
- (9) A Grandfathered Unit exemption shall automatically terminate upon the earlier of any of the following occurrences:
 - (a) the sale or transfer of the Grandfathered Unit;
 - (b) the termination of a lease of a Grandfathered Unit if the Grandfathered Unit exemption was granted to a tenant; or,
 - (c) if the individual(s) whose Smoking use has been granted a grandfathered exemption ceases to reside in the Grandfathered Unit.

iv. Medical Exemption:

- (1) The Board may grant a medical exemption to an Owner or an Occupant authorizing the Smoking of cannabis and/or authorizing the Production of Cannabis in a Unit if an Owner or an Occupant requires accommodation on medical grounds (hereinafter referred to as a "**Medically Exempt Unit**").

- (2) In order to be considered for a Medically Exempt Unit exemption, the Owner or Occupant requiring accommodation must notify the Corporation of the medical requirement for an exemption in writing, and shall provide the Board with documentary evidence from a licensed physician in the Province of Ontario treating the Owner or Occupant seeking the exemption. Such documentary evidence shall, among other things that may be requested by the Board, clearly state in writing that: (i) there is no other means of ingesting, administering or otherwise using cannabis to treat the medical condition other than by Smoking cannabis; and, (ii) the Production of Cannabis to satisfy the medical requirement is necessary and there is no other method by which to adequately satisfy the supply of cannabis to treat the medical condition.
- (3) If a Unit is granted a Medically Exempt Unit exemption, such exemption must be confirmed in writing by the Board in order to be effective, and may be subject to any conditions that the Board deems reasonably necessary from time to time. The Board, acting reasonably, may at any time request that the medical requirement for the exemption be reconfirmed and/or require that any additional documentary evidence be provided to establish and/or re-establish the medical requirement for the exemption.
- (4) Where a Medically Exempt Unit exemption is granted, the Owner or Occupant that was granted the Medically Exempt Unit exemption shall ensure that:
 - (a) Smoking and/or the Production of Cannabis is entirely contained in the Unit;
 - (b) All windows and exterior doors to the Unit are in a closed position when Smoking cannabis in the Unit;
 - (c) The exhaust fans in the Unit are turned on when Smoking cannabis in the Unit; and,
 - (d) Adequate air filters and/or purifiers are installed to prevent second-hand smoke and odours from entering other Units or the common elements.
- (5) If, in the opinion of the Board, in its discretion, the Smoking is causing or creating a nuisance, then, notwithstanding the foregoing, the Owner shall take all steps that the Board deems necessary to eliminate the nuisance within the timeframe to be established by the Board. Such steps may include, but are not limited to, the installation of additional exhaust fans with smoke sensitive automatic controls and the entering into an alteration agreement in accordance with Section 98 of the Act (if alterations to the common elements are required). Any associated costs will be the sole responsibility of the Owner. Further, if in the opinion of the Board, in its discretion, a nuisance continues after the timeframe set out to

correct the nuisance, notwithstanding any steps taken by the Owner to eliminate such nuisance, then the board may revoke the Medically Exempt Unit exemption, at any time, upon written notice.

- (6) The Medically Exempt Unit exemption shall automatically terminate upon the earlier of any of the following occurrences:
 - (a) The medical requirement for the exemption ceases to exist;
 - (b) The Owner or Occupant requiring the medical exemption ceases to occupy the Medically Exempt Unit;
 - (c) The termination of a lease of a Medically Exempt Unit if the Occupant that was granted the exemption was a tenant of such Unit; or,
 - (d) The sale or transfer of the Medically Exempt Unit.
- v. **Other:** The Board may, at its full and unfettered discretion, grant an exemption to this rule on such terms and conditions the Board deems required from time to time. Any related or associated costs shall also be the subject Owner's sole responsibility. The subject Owner shall indemnify the Corporation for any and all costs the Corporation may incur as a result of addressing this request, failing which, the exemption may not be granted. Once granted, this exemption may be revoked at any time as determined by the Board in its full and unfettered discretion upon written notice to the Owner.
- vi. **Costs:** All costs, charges and/or expenses, including professional costs and expenses on a full indemnity basis, incurred by the Corporation in connection with this Rule including, but not limited to, the enforcement of any provision in this Rule, shall be the sole responsibility of the Owner of the Unit that was the cause of incurring the cost, charge or expense. All such costs, charges and/or expenses shall be deemed to be an additional common expense attributable to the Owner's Unit and are recoverable as such.

3. **SECURITY**

- (a) Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff;
- (b) No duplication of keys, building access devices (FOBs), or garage remotes shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys, building access devices (FOBs), and/or garage remotes shall be furnished to the Board at all times;
- (c) Under no circumstances shall building access or common element keys be made available to anyone other than an owner or occupant;

- (d) No visitor may use or have access to the common elements and facilities unless accompanied by an owner or occupant;
- (e) Building access doors shall not be left unlocked or wedged open for any reason;
- (f) Service elevator availability shall be allocated by the manager in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission and as scheduled by the manager;
- (g) No owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the manager;
- (h) The Corporation and its agents, including the concierge, shall not accept any parcel on behalf of a resident unless such resident has provided the Corporation with a signed Parcel Waiver, in the form as approved by the board from time to time in its discretion. Further, the acceptance of parcels shall be in accordance with the terms of the Parcel Waiver, in the form as approved by the board from time to time, and at no time shall the Corporation be held liable for any loss, cost, expense, damage, injury and/or liability that the Resident may suffer or incur by reason of or relating to the Corporation attending to any parcel on the Resident's behalf.

4. SAFETY

- (a) No storage of any combustible or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements;
- (b) No propane or natural gas tank shall be kept in the units or exclusive use common elements;
- (c) Owners and occupants shall not overload existing electrical circuits;
- (d) Water shall not be left running unless in actual use;
- (e) Nothing shall be thrown out of the windows or the doors of the units;
- (f) No barbecues may be used indoors or outdoors;
- (g) No owner or occupant shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law;
- (h) Smoking is prohibited in all common areas except as may be designated as a smoking area by the Board;

- (i) No rollerblades, rollerskates, or skateboards shall be permitted to be used in the Common Elements;

5. COMMON ELEMENTS

- (a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property, if any;
- (b) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the Residential Units or common elements, whatsoever;
- (c) No awning, foil paper or shades shall be erected over, on or outside of the windows or terraces without the prior written consent of the Board.
- (d) No equipment shall be removed from the common elements by, or on behalf of, any owner or occupant of a unit;
- (e) No outside painting shall be done to the exterior of the units, railings, doors, windows, or any other part of the common elements;
- (f) The passageways and walkways which are part of the common elements shall not be obstructed by any of the owners or occupants or used by them for any purpose other than for ingress and egress to and from a unit or some other part of the common elements;
- (g) No Owner or occupant, or family member, guest, visitor, servant, agent or contractor of an Owner or occupant may tamper with or cause any damage to the common elements or any asset of the Corporation. This shall include, but shall not be limited to, tampering with or causing damage to the Corporation's elevators, mailboxes, or windows, including safety screws for restricting window openings. Any damage to the common elements or to an asset of the Corporation caused by an Owner or occupant, his family, guests, visitors, servants, agents or contractors shall be repaired by the Corporation and the costs with respect to same shall be deemed to be an additional common expense attributable to the Owner's Unit and shall be recoverable as such.
- (h) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or any part of the common elements over which the Owner has exclusive use;
- (i) No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements;
- (j) Pets are not permitted to defecate or urinate anywhere on the Common Elements, including on the walkways in front or on the side of the building. Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the owner, so that the Common Elements are neat and clean at all times. No pets whatsoever are permitted on the terrace. Should a pet owner fail to clean up after

his pet as aforesaid, or if any owner or resident is observed allowing a pet onto the terrace, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two (2) weeks of receipt of written notice from the Board or the Manager requesting removal of such pet, permanently remove such pet from the property.

6. RESIDENTIAL UNITS

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose, tenant, family, guest, visitor, servant, agent or contractor shall cause it;
- (b) No owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his unit without the prior consent of the Board;
- (c) No garburators shall be installed in any Residential Unit without the prior written consent of the Board, which consent may be arbitrarily withheld;
- (d) No Owner shall overload existing electrical circuits in his Unit and shall not alter in any way the amperage of the existing circuit breakers in his Unit;
- (e) Units shall be used only for such purposes as provided for in the Corporation's Declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules and regulation of all government regulatory agencies shall be strictly observed;
- (f) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his Unit or adjacent Common Elements. Each Owner shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all Owners shall fully co-operate with the Manager to provide access to each Unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the buildings.
- (g) Owners of Residential Units shall install window coverings on every window of their respective unit, which must be white or off-white in colour when visible from the outside of the unit.
- (h) Owners of Residential Units shall install programmable thermostats in their respective unit, which shall be used in order to conserve energy usage.
- (i) In-Suite renovations and non-emergency repairs shall only take place between 9:00 a.m. and 7:00 p.m., Monday through Saturday. No In-Suite renovations or non-emergency repairs shall be conducted on Sundays or statutory holidays.

7. GARBAGE DISPOSAL

- (a) Loose garbage is not to be deposited in the garbage chute. All garbage must first be properly bound, packaged or bagged to prevent mess, odours and disintegration during its fall down the garbage chute or in the disposal rooms;
- (b) Loose newspapers and magazines shall not be thrown down the garbage chute, but must be securely bound and bagged prior to being deposited in the proper recycling bin in the Refuse Room on Level 1;
- (c) Loose bottles shall not be thrown down the garbage chute but shall be securely bagged prior to being deposited in the proper recycling bin in the Refuse Room on Level 1;
- (d) Cartons and large objects which might block the garbage chute shall be stored in such area designated by the Board. The manager or such designated person must be called

8. TENANCY OCCUPATION

- (a) No unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the owner provides the Corporation with all the pertinent information and documents regarding the lease that the Corporation may require. This would include a copy of the lease (or Summary of Lease form), a completed Tenant Information Form, and an executed Tenant's Undertaking and Acknowledgment Form (which forms may be amended from time to time by the Corporation).
 - i. In addition to the requirements of Rule 8(a) above, no access shall be permitted through the common elements to any tenant, and no unit shall be permitted to be occupied under a lease (whether short-term or long-term), unless the Owner or his authorized agent first registers the tenant(s) with the Concierge in advance of the arrival of the tenant(s) by email, using the form prescribed by the Corporation. Any tenant(s) who attend at the property without being registered in advance will require that the Concierge receive an email from the Owner or rental manager to confirm that said tenant is not a trespasser and that said tenant has authorized access to the property. To avoid consuming more Concierge time than necessary and confusion or frustration by the guest, the registration needs to be made in advance. The registration shall require the Owner or his authorized agent to provide to the Corporation with all of the pertinent information that the Corporation may request with respect to the tenancy, including but not limited to the following information: unit number, length of tenancy, name(s) of the tenant(s) occupying the unit (including the provision of a picture ID if requested); contact information for the tenant(s) and the Owner of unit, and emergency contact information.
- (b) In the event that the owner fails to provide the foregoing documentation in compliance with paragraph above prior to the commencement date of the tenancy, and fails to comply with Section 83 of the Act, any person or persons intending to reside in the owner's unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the owner comply with the within rules and with the Act.

- (c) Within seven (7) days of ceasing to rent his unit (or within seven (7) days of being advised that his tenant has vacated or abandoned the unit, as the case may be), the owner shall notify the Corporation in writing that the unit is no longer rented;
- (d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation;
- (e) No owner shall allow his tenant to sublet his unit to another tenant;
- (f) All owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefor;
- (g) During the period of occupancy by the tenant, the owner shall have no right of use of any part of the common elements;
- (h) The owner shall supply to the Board, his current address and telephone number during the period of occupancy by the tenant.
- (i) Any Owner contracting a manager or management company to act as his agent in managing his unit must provide the Corporation with the name and contact information of such authorized agent, and shall provide the corporation with written confirmation that the agent is authorized to act on the Owner's behalf, in advance of any tenant occupancy.

9. ELEVATORS AND MOVING

- (a) Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose (the "service elevator") by the Board. The service elevator shall be used for the delivery of any goods, services or home furnishings where the pads to protect the elevators should be installed as determined by the manager or its staff in their sole discretion. The time and date for moving or delivery shall be fixed in advance by arrangement and reservation with the manager. The reservation shall be for a period not exceeding six (6) hours. An elevator reservation agreement in accordance with Schedule 3 attached hereto shall be signed when reserving the service elevator.
- (b) Except with prior authorization of the Board, moving and deliveries shall be permitted only between the hours of 9:00am to 4:00pm; and 7:00pm to 10:00pm, Monday to Sunday inclusive.
- (c) A refundable security/damage deposit in such amounts as determined by the Board from time to time in cash, money order or certified cheque payable to the Corporation shall be deposited with the Corporation through the manager or its staff when making the reservation and signing the elevator reservation agreement.
- (d) It shall be the responsibility of the owner through the person reserving the service elevator to notify the manager or superintendent and to request an inspection of the service elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the owner reserving the service elevator shall forthwith request an immediate re-

inspection of the service elevator and affected common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the owner of the unit and the person reserving the service elevator. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the manager as soon as possible following the moving or damage and the parties responsible shall be advised.

- (e) The owner and the person reserving the service elevator shall be liable for the full cost of repairs to any damage to the service elevators and any part of the common elements caused by the moving of furniture or equipment into or out of the suite or the delivery of goods, services and home furnishings or equipment into or out of the suite. The Corporation through its manager shall have the right to withhold all or part of the security/damage deposit as it deems necessary as security for partial or complete payment for any damages sustained. The Corporation shall apply all or part of the security deposit towards the cost of repairs. If the cost of repairs should be less than the amount of the security deposit, the balance shall be returned to the owner or person reserving the service elevator. If the cost of repairs exceeds the amount of the security deposit and the owner or person reserving the service elevator still owns or resides in the building, the full cost of repairs less the amount of security deposit shall be assessed against the unit owned by or occupied by the person reserving the service elevator as a common element expense and still be collected as such.
- (f) During the term of the reservation and while any exterior doors are in an open condition, the owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- (g) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
- (h) Upon moving from suite, the owner or occupant vacating the premises shall surrender all common element keys and any garage access devices in his possession to the manager or its staff. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered. The Telephone Entry System (Enterphone) shall only be forwarded to the Owner or occupant of a Residential Unit, at a local landline or cellular phone. Under no circumstance shall the Telephone Entry System be forwarded to a third party automated door entry system.
- (i) Purchasers or tenants acquiring a unit shall register with the manager or its staff prior to the move in date at which time arrangements will be made for delivery of the common element keys and any garage access devices.
- (j) Bicycles and carts shall not be taken on any elevator.
- (k) Smoking is prohibited in all elevators.
- (l) Rules 9 (a) to (e) inclusive relating to the reservation of the elevator and security deposit shall not apply during the initial move-in period prior to registration. Owners who have purchased their unit from the declarant shall not be required to provide a security deposit pursuant to Rule 9 (c) for their initial move-in only.

10. OWNERS CONTRACTORS, TRADE OR SERVICE PERSONNEL

No Contractor, trade or service personnel may or shall enter upon the property to perform any work or services in or about unit (including an "exclusive use" common element area) that may or will affect the common elements or common building services unless such persons or firms are:

- (a) Employed directly by the Condominium Corporation; or
- (b) Employed by a unit owner in circumstances where the intended performance of work and/or services in or about a unit has first been approved, in writing, by the Corporation and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction; and the owners of the unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and where the unit owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the unit owner's contractor, trade or service personnel including any resulting damage to the common elements or to building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the unit owner in the same manner as common expenses.