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### **Objectives**

These rules have been enacted to achieve the following benefits for owners, residents, staff and visitors at radioCITY:

- (a) Quiet use and enjoyment;
- (b) Safety and security;
- (c) Minimize maintenance and repair costs;
- (d) Efficient and fair administration and enforcement;
- (e) General welfare and making radioCITY a great place to live and/or own a Unit.

### **Definitions**

- (a) "Common Element" refers to areas of the condominium complex exclusive of the unit. Some examples are elevators, facilities, hallways, parking garage, grounds and lobbies.
- (b) "Concierge" refers to front desk/security personnel.
- (c) "Exclusive Use Common Elements" refers to common areas of the complex that are exclusively used by an owner or resident of a unit.
- (d) "Motor Vehicle" means a licensed private passenger vehicle or motorcycle as customarily understood and not to exceed 1.85 metres in height.
- (e) "Resident" refers to a person residing at radioCITY, whether or not that person is the owner of a Unit.
- (f) "Tenant" refers to someone who rents a Unit from an owner.
- (g) "Unit" refers to the living space of the Resident. It does not refer to Exclusive Use Common Elements such as balconies or patios.
- (h) "Visitors" refers to family members, friends, guests, invitees, suppliers, trades-people, agents and anyone else invited onto the complex by an Owner, Resident or Property Management or who enters the complex on their own.

### **1. General**

- (a) The following Rules made pursuant to the *Condominium Act*, RS.O.1990, c.c. 26 shall be observed by all residents (collectively, the "residents" and any other person(s) occupying or visiting, including, without limitation, family members, tenants, guests, invitees, visitors and agents). Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all Residents, family members, tenants, guests, invitees, visitors and agents.
- (b) Any losses, costs or damages incurred by the Condominium Corporation (the "Corporation") by reason of a breach of any Rules in force from time to time by any Resident, family members, tenants, guests, invitees, visitors and agents, shall be borne and/or paid for by such Resident and may be recovered by the Corporation against the owner of the unit occupied by the resident in the same manner as common expenses: including notice of the charge and due date, notice of lien, lien registration and enforcement
- (c) Use of the common elements and units shall be subject to these Rules and future Rules which the Board of Directors (the Board) may make to promote the safety, security or welfare of the Residents and of the property and/or to prevent unreasonable interference with the use and enjoyment of the common elements and of other units.

- (d) Cheques are to be made payable to the Condominium Corporation: TSCC 1698

## **2. Quiet Enjoyment**

- (a) Residents and family members, tenants, guests, invitees, visitors, and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of Concierge, Property Management or the Board, may or does disturb the comfort or quiet enjoyment of the Units or common elements by other Residents and family members, tenants, guests, invitees, visitors and agents.
- (b) No noise shall be permitted to be transmitted from one Unit to another which is of a volume so as to interfere with the quiet use and enjoyment of any Resident. If the Board determines that any noise is being transmitted to another Unit and that such noise is an annoyance or a nuisance or disruptive, then the Resident of such Unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Resident of such Unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Resident shall be liable to the Corporation for all expenses hereby incurred in abating the noise, including solicitor's fees.
- (c) No auction sales or public events shall be allowed in any Unit or the Common Elements without the written prior approval of Property Management and/or the Board.
- (d) Any repairs or renovations, exclusive of emergency repairs, to the Units or Common Elements shall be made only from 9:00 a.m. to 6:00 p.m. on weekdays. No repairs or renovations may be performed on weekends, statutory holidays or outside the prescribed hours above without the prior written consent of Property Management and/or the Board. (see also Rule 15 below)

## **3. Concierge Services and General Security**

- (a) Residents are to immediately report any suspicious person(s) seen on the property to Concierge.
- (b) Concierge has the authority to act on behalf of the Property Manager to enforce the Rules and Regulations of the Corporation.
- (c) Concierge has the right to restrict Residents from use of the facilities.
- (d) Concierge has the right to restrict access to the property of any Resident or visitor during emergency situations.
- (e) No visitor may use or have access to the common elements or facilities unless accompanied by a Resident.
- (f) Concierge keeps a visitor's register for visitors who have written permission from a Resident to enter the condominium in the absence of the Resident. After proper identification has been shown to Concierge, visitors must enter and sign their names in the register upon entering the building.
- (g) Building access doors shall not be left unlocked or wedged open for any reason.
- (h) No Resident 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 must be installed by agents of the Corporation and be accessible by the master key. (see also Part X of the Declaration.)
- (i) Residents may be requested to show identification to the Concierge at any time.
- (j) Concierge and Property Management are the only persons permitted to operate the desk controls.
- (k) Concierge keeps a register of standing authorizations for deliveries, cleaning or repair services. Concierge is not permitted to allow unauthorized entries. A Unit

may not be entered for the purpose of delivering goods without a signed authorization document (Waiver).

- (l) Reasonable number/frequency of small deliveries including registered mail and courier deliveries will be accepted by the Concierge behalf of Residents with the following caveats:
- i. The Concierge and the Corporation are not responsible for the loss or condition of any delivered goods.
  - ii. The Concierge shall not accept Collect on Delivery (COD) on behalf of any Resident.
  - iii. There is no cash held at the Concierge and under no circumstances shall any Resident use the Concierge as a means to hold cash for pick up or delivery.
  - iv. Should a package be deemed too large for storage, the Concierge has the right to refuse the package.
  - v. By using this service, Residents accept these terms and hold harmless both the Concierge and the Corporation from any liability thereof.

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- (m) Residents may leave Unit keys with the Concierge who will keep them in a safe location. The Concierge will maintain a record of the key in the Condominium website.
- i. Residents may provide the Concierge with a list of Persons allowed to use the key for entry into the Unit
  - ii. The Concierge will maintain a record of when the key is handed out and returned

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- (n) Concierge should be notified immediately of any breach of the Rules and Regulations. Property Management will receive a report of the breach from Concierge and will initiate corrective measures as appropriate.

#### 4. Safety

- (a) No propane or natural gas tank shall be brought into or kept in the Units or Exclusive Use Common Elements.
- (b) No combustible or offensive/illegal goods, provisions or materials shall be brought into the complex or kept in any of the Units or common elements. This includes combustibles such as firecrackers/fireworks.
- (c) No Resident shall overload existing electrical circuits in his Unit or alter in any way the amperage of the existing circuit breakers in his/her Unit.
- (d) No Resident shall do, or permit anything to be done in his/her Unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other Residents, 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 Resident or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- (e) Smoking and carrying lit tobacco or other substance is prohibited in all Common Elements including the parking garages and the stairways. The Board may designate an outdoor smoking area at its discretion. Cigarette butts must be extinguished and disposed of in cigarette butt receptacles. Under no circumstances are cigarette butts to be allowed to be disposed of over balcony &/or patios railings.

#### 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. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or Common Elements, unless required by law.

- (b) No awning, foil paper, or shades shall be erected over, on or outside of the windows or patios, balconies or terraces without the prior written consent of the Board.
- (c) No equipment shall be removed from the Common Elements.
- (d) No outside painting shall be done to the exterior of the units, railings, doors, windows, balconies, balcony ceilings or any other part of the Common Elements. Nothing may be affixed to a balcony, including but not limited to furniture, plant hooks, trellises, plant boxes, and carpeting or other floor covering.
- (e) No articles such as shoes, fixtures or doormats shall be placed in the hallways. No one shall obstruct or permit the obstruction of any Common Element entry, passageway, hallway, or stairwell. Any such entry, passageway, hallway or stairwell shall be used only as a means of coming and going from the building and the Unit or some other part of the Common Elements. No one shall leave, or permit to be left, anything in the corridor outside a Unit or in the stairwells.
- (f) Any physical damage to the common elements caused by a Resident, family member, guest, invitee, visitor or agent shall be repaired by arrangement and under the direction of the Board at the cost and expense of such Resident. Section 92 of the Ontario Condominium Act, below, outlines further indemnification provisions if the Corporation performs maintenance or repairs which are the responsibility of the unit owner.

**Work done for owner**

92. (1) If the declaration provides that the owner has an obligation to repair after damage and the owner fails to carry out the obligation within a reasonable time after damage occurs, the corporation shall do the work necessary to carry out the obligation. 1998, c. 19, s. 92 (1).

**Same, maintenance**

(2) If the declaration provides that the owner has an obligation to maintain the common elements or any part of them and the owner fails to carry out the obligation within a reasonable time, the corporation may do the work necessary to carry out the obligation. 1998, c. 19, s. 92 (2).

**Same, maintenance of units**

(3) If an owner has an obligation under this Act to maintain the owner's unit and fails to carry out the obligation within a reasonable time and if the failure presents a potential risk of damage to the property or the assets of the corporation or a potential risk of personal injury to persons on the property, the corporation may do the work necessary to carry out the obligation. 1998, c. 19, s. 92 (3).

**Cost**

(4) An owner shall be deemed to have consented to the work done by a corporation under this section and the cost of the work shall be added to the owner's contribution to the common expenses. 1998, c. 19, s. 92 (4).

- (g) 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 Resident has exclusive use. 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 element.
- (h) No antenna, aerial or satellite dish, shall be erected in or upon the Units and Common Elements, including Exclusive Use Common Elements unless the Board provides prior written consent to the said antenna, aerial or satellite dish, which consent may be arbitrarily withheld.

**6. Residential Units**

- (a) The toilets, sinks, showers, bathtubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, pet litter, ashes, or other substances shall be thrown therein. The cost of repairing damage to the

Common Elements and other units resulting from misuse or from unusual or unreasonable use shall be borne by the Resident who, or whose, family members, guests, visitors, invitees, or agents cause it.

- (b) To assist in the prevention of floods, each washing machine shall be equipped with nylon reinforced hoses for the supply of hot and cold water designed for at least a minimum burst pressure of 1,000 P.S.I. and a rubber compound to withstand at least 180 degrees Fahrenheit.
- (c) No Resident or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his Unit without the prior written consent of the Board.
- (d) Units and any condominium property shall be used only for such purposes as provided for in the Corporation's Declaration and as hereinafter provided. No improper, offensive or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules and regulation of all government regulatory agencies shall be strictly observed.
- (e) No commercial activity or business may be carried on in or run from a Unit or common element, For clarity, home offices are allowed.
- (f) No Resident shall permit an infestation of pests, insects, bedbugs, vermin or rodents to exist at any time in his/her Unit or adjacent common elements. Each Resident shall immediately report to the Property Manager all incidents of pests, insects, bedbugs, vermin or rodents and all Residents shall fully cooperate with the Property Manager to provide access to each Unit for the purpose of conducting a spraying, poisoning, or other program to eliminate any incident of pests, insects, bedbugs, vermin or rodents within the building.
- (g) No boundary wall, partition wall, floor, door or window, toilet, bathtub, washbasin, sink, heating, air conditioning, plumbing or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of Property Management and/or the Board. There shall be no change to the configuration and use of rooms, nor adding rooms without the prior written consent of Property Management and/or the Board. However, the provisions of this paragraph shall not require any Resident to obtain the consent of the Board for the purpose of painting, including the alteration of the superficial surface of any wall, floor or ceiling within any unit. Concrete pillars and ceilings are structural and are not to be painted. (For greater detail, see Article 4.2(f) of the Declaration.)
- (h) Garbage disposal units (garbarators) may not be installed.
- (i) Real estate open houses are not permitted unless a Resident or real estate agent is present in the lobby to escort prospective buyers between the lobby and the Unit to be viewed. The Concierge will not allow non-Residents to enter the building without such an escort. Advertising signage must be placed off the property.
- (j) Each Resident shall ensure that the smoke/fire detection devices and alarms shall not be removed or tampered with.
- (k) It is the Resident's responsibility to maintain and ensure that new washing machines shall be installed in such a manner to permit easy and convenient access to water shut-off taps. It is the purpose and intent of this rule to reduce or eliminate the considerable inconvenience and costs incurred as a result of flooding caused by the bursting of inadequate and/or poorly installed washing machine hoses.
- (l) No awnings, screens, enclosures or structures including side paneling, plant hangers and lighting shall be erected over the outside of any window or on any balcony, without written permission from the Board.
- (m) Water shall not be left running unless in actual use.
- (n) No major electrical appliances except a stove, refrigerator, washing machine, clothes dryer, dishwasher or other common household electrical appliances, shall be installed or used in any unit without the prior written consent of the Board. Any appliance drawing water from building plumbing must be fitted with adequate back flow prevention valve to isolate hot/cold water

supplies. Common small household electrical appliances such as microwave, toaster, personal computer, etc., do not need any approval.

- (o) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements whatsoever. Election signage may be placed in the Unit of the Resident. No signage whatsoever may be placed on a balcony or in the windows.

## **7. Garbage Disposal**

- (a) Loose garbage or recycling is not to be deposited in the garbage chute. All garbage or recycling must first be properly bound, packaged or bagged to prevent mess, odours and disintegration during its fall down the garbage chute or disposal through the Corporation's Recycling System. Recycling must be bagged in an appropriate clear plastic bag.
- (b) No burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown down the garbage chute; similarly, no loose food, grease or oils should be disposed of down the garbage chute. Pet litter must be double-bagged and disposed of in the garbage.
- (c) No garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 8:00 a.m.
- (d) Both doors to the garbage room in the South Tower must remain closed unless the room is in use for moving or some other valid purpose approved by the Corporation.
- (e) No garbage or recycling may be left or stored in any of the Common Elements or Exclusive Use Common Elements. This includes but is not limited to disposal rooms, hallways, lobbies, elevators, grounds, and balconies.
- (f) Cartons and large objects which might block the garbage chute shall be placed directly in the recycling or garbage bins in the garbage rooms of either tower or in the recycling cage on the P1 level of the North Tower. The Property Manager or such designated person must be called to arrange for the immediate disposal of such items as furniture or appliances, or hazardous waste such as paint, thinner, or other chemicals, substances or items which require special disposal. The Corporation reserves the right to charge repairs to the garbage chute to the Resident responsible for any damage.
- (g) Small refuse containers throughout the property are for the disposal of small loose garbage only.

## **8. Tenancy Occupation**

- (a) No Unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the owner shall have delivered to the Corporation:
  - i. a completed Tenant Information Form in accordance with Schedule I,
  - ii. a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule 2, and
  - iii. an executed copy of the Application/Offer to Lease and the Lease itself
- (b) The owner must supply the Property Management with the tenant's name, motor vehicle license plate number (if applicable) and contact information to the Corporation. In the event that the owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, and in compliance with Section 49 of the Condominium Act (the "Act"), any person or persons intending to reside in the owner's unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the owner comply with the Rules and with the Act.
- (c) Within seven (7) days of ceasing to rent his unit or of being advised that his/her tenant has vacated or abandoned the Unit, 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 the Corporation as specified above, and upon request for same by the Corporation.
- (e) No owner shall allow his tenant to sublet his/her unit or any portion thereof to another tenant.
- (f) No owner shall permit his/her unit to be used as a rooming or boarding house. No interior bedroom door locks may be installed without the prior written consent of Property Management and/or the Board.
- (g) All owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefor.
- (h) During the period of occupancy by the tenant, the owner shall have no right of use of any part of the Common Elements.
- (i) The owner shall supply to Property Management, his/her current: mailing address, email address and telephone number during the period of occupancy by the tenant.
- (j) The owner shall be responsible for the payment of the Common Element fees of his/her Unit. If the owner is in default of payment of Common Element fees to the Corporation, the tenant will be responsible for such payment to the Corporation and may deduct this amount from the rent paid to the owner.
- (k) The owner is responsible for the transfer of all keys and electronic entry devices between new and old tenants. Should said materials be lost, the Resident must inform the Corporation. New entry devices will be supplied and the replacement lock and key on the Unit entry door will be changed at the owner's expense.
- (l) Rentals and leases of less than six months are not permitted without the prior written consent of the Board, which may be withheld
- (m) A tenant may not continue to rent a parking space, bicycle rack or storage locker upon termination of their lease. A parking space, bicycle rack or storage locker may only be rented to a current Resident.

**9. Parking and Bicycle Racks**

- (a) No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (b) No mat may be placed at the door of a Unit on the parking garage level.
- (c) Parking is prohibited in the following areas:
  - i. Fire zones;
  - ii. Traffic lanes;
  - iii. Delivery and garbage areas; and
  - iv. Roadways.
- (d) No servicing, washing or repairs shall be made to any motor vehicle, equipment or machinery of any kind on the Common Elements. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway or parking space.
- (e) No motor vehicle, trailer, boat, snowmobile, machinery or equipment of any kind shall be parked on any part of the Common Elements, nor in any Unit other than in a designated parking space. This provision shall not apply for the purposes of loading and unloading furniture, or other household effects of the Residents provided that the length of time where such temporary parking is permitted, it shall be no longer than is reasonably necessary to perform the service.
- (f) A parking permit is required at all times with respect to any motor vehicle parked on any area of the Common Elements designated as a "Guest/Visitor Parking Area". The permit shall be an

official permit authorized and issued by the Corporation. Residents are responsible for obtaining a permit on behalf of their guests/visitors, in advance, from Concierge and/or the Property Manager. A permit shall not be issued for a period in excess of three (3) days. The permit must be visibly displayed on the left front dashboard. Each Unit is allowed a total of 28 days use of visitor parking in a single calendar year. Should a Unit's parking allowance be exceeded, said Unit's visitors must arrange alternate parking offsite, unless otherwise authorized by the Property Manager and/or the Board.

- (g) Guests and visitors shall park only in areas designated as "Guest/ Visitor parking".
- (h) All motor vehicles operated by Residents must be registered with the Property Manager. Each Resident shall provide to the Property Manager the licence numbers of all motor vehicles driven by Residents of that Unit.
- (i) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of posted speed.
- (j) No person shall place, leave, park or permit to be placed, left or parked upon the Common Elements any motor vehicle which, in the opinion of the Property Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. The Resident of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Property Manager, in default of which the motor vehicle shall be removed from the property at the expense of the Resident. If a motor vehicle is left standing in a parking space or upon the Common Elements and is unlicensed with a valid current permit and/ or unregistered with the Property Manager, the vehicle may be removed from the premises without notice to the Resident and at the Resident's expense.
- (k) Motorcycles shall be licensed and equipped with the most current noise control devices and operated on the laneways and in a manner so as not to disturb the other Residents. Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic.
- (l) No unlicensed motor vehicle shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without a proper operating licence.
- (m) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be ticketed under the applicable City of Toronto By-law or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whatsoever caused to such motor vehicle or to the Resident thereof.
- (n) No Parking Units shall be used for any purpose other than to park a motor vehicle(s). No vehicle may extend beyond the boundary of a parking space or otherwise interfere with the proper use of any other parking space or driveway.

#### **Resident Bicycle Racks**

For the purposes of Article 5.2 of the Corporation's Declaration, the term "motor vehicles" shall mean one motor vehicle, as hereinbefore defined, and one or two bicycles provided same are stored on bicycle racks installed in a Parking Unit (physically attached to the Common Elements) by the Corporation in accordance with the following:

- (a) Residents may purchase a bicycle rack(s) for private use in Parking Units, when offered by the Corporation, unless it is determined by the Board, in its sole discretion, that a bicycle rack(s) cannot be installed in the Resident's Parking Unit. The Corporation will endeavour to offer the sale and installation of bicycle racks to Residents upon request.
- (b) The Board will approve the model(s) of acceptable bicycle racks which will be supplied by a supplier(s) approved by the Board.
- (c) All bicycle racks will be installed by an installer approved by the Board.

- (d) Residents will be required to pay the cost of the bicycle rack and its installation, in advance, to the Corporation.
- (e) The location of the installation of each bicycle rack will be determined in the sole discretion of the Board in consultation with the installer taking into account safety, uniformity, and minimizing inconvenience to other Residents.
- (f) Once installed, a bicycle rack will become a permanent part of the Parking Unit and may not be removed by the Resident, including upon the sale of the Unit. Bicycle racks may not be removed by Residents under any circumstances.
- (g) Although each bicycle rack will be physically attached to the Common Elements, each bicycle rack will be owned by the Resident of the Parking Unit who will also be responsible for its maintenance, repair and insurance.
- (h) Bicycle racks may only be used to store non-motorized bicycles for which the bicycle racks were designed.
- (i) Bicycles may be stored in private lockers, in racks installed in a unit's parking spot, or rentable racks on P1 and P2.
- (j) Any bicycles chained to columns, piping, or other parts of the common elements will be removed without notice at the resident's expense.
- (k) Unclaimed or abandoned bicycles will be disposed of following a short holding period of seven (7) calendar days.
- (l) The Corporation will not be responsible for loss or damage to bicycles or attachments.
- (m) Bicycles may not be taken through the main lobby, or in the elevators or in stairwells. Bicycles cannot be stored in Units or on balconies, terraces or patios. Residents are responsible for damage to the Common Elements caused by the transportation of their bicycles.

#### **Visitor Bicycle Parking**

The visitor bicycle rack is available to visitors to radioCity only. Visitors may not use any space on the property to park their bicycle other than the visitor bicycle rack. Residents may not park their bicycles in the visitor bicycle rack at any time. Residents must use the bicycle racks in the parking garage without exception.

- (a) If the visitor of a Resident wishes to park their bicycle on the visitor bicycle rack, the Resident must obtain a visitor parking permit from the Concierge at 281 Mutual. No permits will be issued if the Resident is not present. The visitor will be provided with a visitor's parking tag, which must be displayed on the right-hand side of the handlebars.
- (b) Parking of motor vehicles, including motorcycles, mopeds and other motorized devices is prohibited in the Bicycle Visitor's Parking area.
- (c) The visitor parking permit and associated tag may not be used for any motor vehicle, including mopeds, motorcycles or other motorized devices.
- (d) The visitor bicycle parking permit does not allow access to the visitor parking spaces in the parking garage reserved for motor vehicles or bicycle racks within the parking garage.
- (e) The visitor bicycle parking permit will specify the date and length of time the visitor is allowed to park their bike. Parking with an expired permit is strictly prohibited.

- (f) A permit shall not be issued for a period in excess of three (3) days unless specifically pre-authorized by Property Management.
- (g) Concierge will monitor the usage of the bicycle rack at all times. If a bicycle is found to be on the rack without a valid permit, improperly parked on the rack or left on the property off of the rack, it will be removed and disposed of at the Resident's expense. The Corporation takes no responsibility for any associated costs.
- (h) Visitors park their bicycles in the visitor bicycle rack at their own risk. The Corporation is not responsible for any theft or damage to said bicycle.
- (i) If the bicycle rack is full, the visitor must use bicycle parking on the street as provided by the City of Toronto.

**10. Balconies/Terraces/Patios and Exclusive Use Common Element Areas**

- (a) No barbecues may be used indoors. Balconies, terraces or patios shall not be used for barbecuing unless the barbecue is installed with a natural gas disconnect and carbon monoxide detector(s) as required by the applicable governmental authorities. Electric barbecues are permitted. Charcoal, wood or propane barbecues are explicitly prohibited.
- (b) No hanging or drying of clothes is allowed on any balcony, terrace, patio, Exclusive Use Common Element or other Common Element area.
- (c) Balconies, terraces, patios and Exclusive Use Common Element or other Common Element areas shall not be used for the storage of any goods or materials, including garbage or recycling.
- (d) Only seasonal furniture is allowed on balconies, terraces and Exclusive Use Common Element areas. All such items shall be safely secured in order to prevent such items from being blown off the balcony, terrace, patio or exclusive use areas by high winds.
- (e) No Resident shall do or permit anything to be done on a balcony, terrace, patio or Exclusive Use Common Element area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other Residents.
- (f) No awnings or shades shall be erected over or outside of balconies, terraces, patios and Exclusive Use Common Element areas without the prior written consent of the Board. The Board shall have the right to prescribe the shape, colour and material of such awnings or shades to be erected.
- (g) Washing of the balcony floor can only be performed in such a manner as to prevent water from flowing over the balcony edge and to the balconies below.
- (h) Nothing may be thrown from a balcony at any time, including lit objects such as cigarette butts. Ashtrays may not be left on a balcony unattended and must be returned to the interior of the unit when not in use.
- (i) Nothing may be affixed to a balcony, including but not limited to furniture, plant hooks or decking. Removable decking is permitted to be placed (not affixed) provided the City of Toronto By-law No. 349-2008 is observed as follows: paragraph D (1), (a) the minimum guard rail height is 1070 mm. And there is to be no adverse effect on drainage or on the underlying concrete structure.
- (j) Plants are permitted on balconies provided they are rooted in secure, stand-alone pots without holes which would allow leakage when watered. Window boxes may not be hung on balcony railings. Hanging pots or trellises of any kind are not allowed. When watering plants, Residents are to take care not to allow water to leak or drip off balconies. Plants must not grow outside the balcony nor extend horizontally past the balcony railing and its vertical projection.

## 11. Facilities

Any Resident using any of the amenities shall comply with all provisions of the application form filed with Property Management, and all such provisions are subject to change from time to time and shall be incorporated into the Rules and Regulations of the Condominium Corporation.

Methods of booking for applicable facilities may include the radioCITY website, Concierge or Property Management as determined by the Board from time to time.

Damage deposits may be required at the discretion of Property Management &/or the Board. A refundable security/damage deposit in such amounts as determined by the Board from time to time shall be deposited with the Corporation through the Property Manager or its staff. At the discretion of Property Management, the damage deposit may be required to be cash, money order or cheque payable to the Corporation.

These rules apply to all facilities listed in this section. Specific rules for specific facilities are listed under the corresponding heading.

- (a) The use of any facility is at the user's risk.
- (b) No equipment is to be taken from the facility for any reason.
- (c) Equipment in the facility may only be used for its intended purpose.
- (d) No smoking is allowed in any facility.
- (e) No food or beverages are allowed in the facility with the exception of bottled water in a plastic or other unbreakable container, except for the party room and the board room.
- (f) Any waste/garbage must be properly disposed of by the user.
- (g) Attire appropriate to the facility must be worn.
- (h) The hours of each room are posted near the entrance. Use of the facility outside of the posted hours is prohibited.
- (i) To prevent risk of personal injury to users who may not understand the proper use of the facilities and equipment, or appropriate safety precautions, persons under the age of sixteen (16) must be accompanied and supervised by an adult at all times.
- (j) No Resident shall permit any illegal act in or adjacent to the facility or upon the property of the Corporation.
- (k) At no time may users disturb the comfort or enjoyment of other people eligible to use or currently using the facility.
- (l) The conditions contained in the applicable form are also binding.
- (m) Facilities will be closed periodically for routine cleaning and maintenance.

### Exercise Room

- (a) Proper advice must be sought by the user of the equipment before using the various exercise components in the room.
- (b) Proper exercise attire includes a shirt and appropriate shoes. Sandals, slippers, socks, and bare feet are not permitted.

- (c) Since perspiration will soil and damage the furniture in the lounge area, proper post-exercise attire must be worn and a towel must be used. Cleaning liquids and paper towels are provided to allow for the quick sanitization of equipment.
- (d) Users must not drop weights as this disturbs the quiet enjoyment of Residents living near the facility. This includes both free weights and weight machines.
- (e) The television or other electronic devices must be kept at low volume at all times and the last person to leave the room must shut them off. If you desire to change the television channel you must first obtain permission from other people using the facility.
- (f) Personal entertainment devices, such as iPods and MP3 players, must be kept to a reasonable volume. Personal devices are to be used with earphones.
- (g) Fans are provided for air circulation within the room. Users must not place the fan in a position where others may trip over the cord.
- (h) The equipment within the room is for the use of all Residents. Should another Resident wish to use the equipment, it must be surrendered to that user within a reasonable period of time. Cardio and other exercise equipment should be used no longer than 30 minutes unless no one else wants to use the equipment.

#### **Steam Room**

- (a) To prevent risk of personal injury to users who may not understand the proper use of the facilities and equipment, or appropriate safety precautions, youth under sixteen (16) years of age are not permitted to use the Steam Room.
- (b) Where applicable, the emergency call buttons located near the entrance of the Steam Room shall be used only in the case of an emergency.
- (c) The room shall not be locked at any time except by Concierge and/or Property Management.
- (d) The Steam Room is clothing optional but users must place a towel beneath themselves for sanitary purposes.
- (e) The Steam Room is not to be used for inappropriate behaviours and/or or sexual activities.

#### **Party Room**

- (a) Any Resident wishing to use the Party Room shall complete an application for rental of this room and leave same with the Property Management office together cash, a money order or cheque to cover the non-refundable booking fee.
- (b) Concierge will inspect the room before and after use. The cost of any repairs to the room or its equipment or the replacement cost of any missing equipment will be charged to the booking Resident. The booking Resident is strongly encouraged to be present for both the pre and post use inspections. The booking Resident should be aware that they will forfeit their ability to challenge any charges resulting from the inspections should they waive their right to attend the inspections.
- (c) No Resident shall permit more persons to be present in the party room than is allowed by the fire marshal's office, as indicated in the rental application.
- (d) No Resident shall permit noisy, rowdy, or raucous behaviour in or adjacent to the party room nor any behaviour or noise which disturbs the comfort and quiet enjoyment of other Residents, family members, tenants, guests, invitees or visitors. Should such activity take place, Concierge has the right to terminate the use of the room by the Resident and their guests.

- (e) Reservations for the use of the party room may be made by telephone or on the radioCITY website.
- (f) Food and drink, including alcoholic beverages, are allowed in the facility. The provision of alcoholic beverages must comply with the law. Alcoholic beverages are served at the Resident's risk and the Resident bears sole responsibility for guests who become intoxicated.
- (g) The party room may not be used for any purpose after 1:00 a.m.

#### **Billiards Room**

- (a) The use of this facility is restricted to Residents and their guests. Residents must accompany their guests at all times.
- (b) Players may book the room for a period of one hour. If the room is unreserved when the original hour is complete, the players may book an additional hour. If at the end of the hour another Resident has booked the room for play, the user must relinquish the table to them.
- (c) Failing to take possession of the room within 20 minutes of the booking time will be considered forfeiture of the booking and should another Resident desire to use the facility for the remainder of the hour, they may do so.
- (d) The billiards balls must be signed for and picked up from the Concierge of 285 Mutual. At the end of play, cues must be returned to their racks and the balls returned to Concierge.
- (e) Concierge will inspect the room before and after use. The cost of any repairs to the room or its equipment or the replacement cost of any missing equipment will be charged to the booking Resident. The booking Resident is strongly encouraged to be present for both the pre and post play inspections. The booking Resident should be aware that they will forfeit their ability to challenge any charges resulting from the inspections should they waive their right to attend the inspections.
- (f) No food, beverages or property other than billiards equipment may be placed on the billiards table.

#### **Board Room**

- (a) The use of this facility is restricted to Residents and their guests. Residents must accompany their guests at all times.
- (b) Residents may book the room for a period of up to three concurrent hours. If the room is unreserved when the original three hours are complete, the booking Resident may book up to an additional three concurrent hours unless another Resident has booked within that three hour period. Should that be the case, the Resident can continue to use the room until the time of the second booking. If, at the end of the three hours, another Resident has booked the room, you must relinquish it to them.
- (c) Failing to take possession of the room within 20 minutes of the booking time will be considered forfeiture of the booking and should another Resident desire to use the facility for the remainder of the time, they may do so.
- (d) Concierge will inspect the room before and after use. The cost of any repairs to the room or its equipment or the replacement cost of any missing equipment will be charged to the booking Resident. The booking Resident is strongly encouraged to be present for both the pre and post inspections. The booking Resident should be aware

that they will forfeit their ability to challenge any charges resulting from the inspections should they waive their right to attend the inspections.

- (e) The Board and/ or Property Management may revoke a booking without notice should the room be required for the business of the Corporation.

## **12. Guest Suite Units**

There are two (2) Guest Suites available for the convenience and use of Residents' guests. Guests are subject to all of the Corporation's Rules and Regulations.

- (a) Guest Suites are available on a "first-come first-served" basis. Any Resident wishing to reserve the use of one or more Guest Suites must enter into a contract with the Corporation.
- (b) The rate for the use of the Suite shall be as directed from time to time by the Board.
- (c) Residents are allowed to book both guest suites simultaneously.
- (d) The guest suites are only temporary accommodation. The maximum stay for a guest is fourteen (14) consecutive nights to a maximum of twenty eight (28) nights per calendar year. Exceptions may be granted in advance: the booking Resident may request from the Property Manager an extension of the maximum 7 consecutive nights and /or 28 nights per calendar year rule. The approval of such a request is the discretion of the Property Manager which will provide a written response to the requesting Resident.
- (e) Full payment is required from the Resident within forty-eight (48) hours of making the booking, by completing and signing the necessary forms.
- (f) A refundable damage deposit payable by cheque in an amount to be determined from time to time by the Board of Directors may be required at the time the Agreement is signed. Any costs to repair damage or replace missing items will be deducted from the damage deposit with the balance returned to the Resident. The Resident is liable for any costs that exceed the damage deposit.
- (g) The Resident is responsible for any damage caused to the Guest Suite by the guest. The cost of any repairs to the Guest Suite or the replacement cost of any missing or damaged contents such as furniture, bedding, towels, etc. will be charged to the booking Resident. The booking Resident is strongly encouraged to be present for both the pre and post stay inspections. The booking Resident should be aware that they will forfeit their ability to challenge any charges resulting from the inspections should they waive their right to attend the inspections.
- (h) The Guest Suite key should be picked up from the Concierge desk by the Resident making the booking. Upon leaving, the guest is to lock the Guest Suite door and leave the key with the Concierge desk.
- (i) There is a replacement charge for a lost key and key fob, as well as for the changing of the Guest Suite door lock as determined by the Board from time to time.
- (j) Check-in time is 3:00 p.m. and check-out time is 11:00 a.m.
- (k) The rental fee for one day is non-refundable for cancellations made less than forty-eight (48) hours in advance of the booked date.
- (l) A Resident/guest is required to report immediately any problems within the Guest Suite to the Concierge desk.
- (m) Smoking is prohibited in the Guest Suites. The booking Resident who booked the Guest Suite is responsible in the event that any smoking has occurred. Resulting cleaning costs will be

deducted from the damage deposit and/or charged back to the booking Resident's Unit. The booking Resident is liable for any cost that exceeds the damage deposit.

- (n) No pets are allowed in the Guest Suites at any time.

### **13. Storage Lockers**

- (a) All stored articles must be placed within the Storage Lockers and no storage is permitted on top of the Storage Lockers so as to conflict with fire regulations or in the common spaces in the storage locker room.
- (b) No stores of coal, propane or natural gas tank or any combustible materials or offensive/illegal goods, provisions or any food stuffs shall be placed or stored in any Storage Locker.
- (c) The Storage Locker shall not be used as workshop areas or for any purpose other than for storage.
- (d) The Corporation reserves the right to dispose of any materials left in the storage locker room that is not kept inside a locker. No compensation will be provided for the loss of the materials and disposal costs may be charged to the Resident to whom they belong.
- (e) The Corporation assumes no indemnity for lost or stolen articles.
- (f) Each Resident must purchase and use a lock on their storage locker.

### **14. 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 are required to be installed and/or the use of the service elevator shall be for more than fifteen (15) minutes, as determined by the Property Manager or the Concierge in their sole discretion. The time and date for moving or delivery shall be fixed in advance by arrangement and reservation with the Property Manager and/or the Concierge. Time periods for moves and deliveries Monday through Saturday are:

9:00 a.m. to 12:00 noon  
12:00 noon to 3:00 p.m.  
3:00 p.m. to 7:00 p.m.

No moves are allowed on Sundays or holidays. An elevator reservation agreement shall be signed when reserving the service elevator. Availability of service elevators shall be allocated on a first-come, first-served basis.

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 Property Manager when making the reservation and signing the elevator reservation agreement.

- (b) It shall be the responsibility of the Resident to notify the Concierge and to request an inspection of the service elevator and adjacent common elements, including without limitation loading ramps and docks, elevator doors, walls, floors, controls and equipment, corridors leading to the residential and storage unit(s), unit doors and frames, etc., immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the Resident reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and adjacent 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 Resident of the unit. The cost of repairs, which shall

include the cost of any extra cleaning, shall be assessed by the Property Manager as soon as possible following the moving or damage and the parties responsible shall be advised and payment demanded.

- (c) The Resident 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 Property 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 Resident reserving the service elevator. If the cost of repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of security deposit shall be assessed against the unit owned by or occupied by the person reserving the service elevator as a common element expense and shall be collected as such.
- (d) During the term of the reservation and while any exterior doors are in an open condition, the Resident reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- (e) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
- (f) Upon moving from the Unit, the Resident or occupant vacating the premises shall surrender all common element keys and any garage access devices in his possession to the Property Manager or the Concierge. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered.
- (g) The Resident shall register with the Management Office 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.

#### **15. Renovations and Contractors/Trade/Services Personnel**

- (a) Residents must complete and sign an alteration agreement for any major work done in the Unit. This includes any type of flooring work, installation of doors, work in bathrooms, kitchens, and windows, as well as altering the partitions of existing rooms or spaces.
- (b) Underlay material for any flooring must be in accordance with building regulations and requirements and must be inspected by the Property Manager prior to installation in the unit. Currently, an acceptable flooring/carpeting system must achieve at least IIC Rating 70. Failure to comply with this rule will result in the removal of installed flooring and underlay at the Resident's expense if it is not in accordance with regulations and requirements. The Resident will be responsible for any associated cost to repair damage to common elements or other units caused by installed underlay and flooring material that does not satisfy regulations and requirements.
- (c) No Contractor, trade or service personnel may or shall enter upon the property to perform any work or services in or about any Unit (including an Exclusive Use Common Element area) that may or will affect the Common Elements or common building services unless such persons or firms are:
  - i. Employed directly by the Condominium Corporation; or
  - ii. Employed by a Resident 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. The Unit owner shall enter into a

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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 Resident's contractor, trade or service personnel including any resulting damage to the Common Elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the Resident in the same manner as common expenses.

- (d) Contractors are allowed into the building between the hours of 9:00 AM – 6:00 PM. Work may only be performed from 9:00 AM – 6:00 PM Monday to Friday except for painting services which do not involve hammering or causing any other source of noise.
- (e) Trades people must check-in with Concierge and provide identification if asked.
- (f) No trades-people will be given parking in visitor parking or on radio CITY property. They will be directed to street parking or local parking lots.
- (g) In the interest of preserving and maintaining the common areas of the Corporation, particularly the elevators, carpets and walls, a Resident renovating a Unit is required to notify the Property Manager at least one week in advance, in order to provide for necessary precautions, including limitations relating to the transportation of materials and equipment through the common elements, and specification of temporary installation of protective materials. The notice to Property Management should specify in reasonable detail the materials and equipment to be transported through the Common Elements. All contractors must remove all debris from the building on a daily basis and shall be responsible for the disposal of the debris. Contractors may not use the Corporation's garbage bins or garbage chutes. Residents will be responsible for any damages to any Common Element area that may ensue to the Corporation and/or other Residents resulting from such work and/or trade waste regardless if same is disposed of by the contractor or Resident.

#### 16. Pets

- (a) Each Resident must ensure that any accident i.e. urination or defecation by his/her pet must be cleaned up immediately by the Resident, so that the Common Elements are neat and clean at all times. Should a Resident fail to clean up after his/her pet as aforesaid, the pet shall be deemed to be a nuisance, and the Resident of said pet shall, within two (2) weeks of receipt of written notice from the Board or the Property Manager requesting removal of such pet, permanently remove such pet from the property.
- (b) According to Article III section 3.6 of the Declaration, pets are permitted in the Common Element and Exclusive Use Common Element areas under two conditions:
  - i. Solely to transport the pet to and from the Unit (pets are not permitted to exercise or urinate/defecate in the Common Elements); and
  - ii. Pets must be on a leash not longer than 30 centimeters (12 inches) or in a closed-door pet carrier and under the control of the owner at all times while in the Common Element areas.
- (c) At no time may pet litter be disposed of via the toilet. Pet litter must be double-bagged and disposed of via the garbage chute.
- (d) No animal, which is deemed by the Board or the Property Manager, in their absolute discretion, to be a nuisance shall be kept by any Resident in any Unit. Such Resident 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 bred or trained attack dogs shall be allowed in any Unit. No breeding of animals for sale shall be carried on, in or around any Unit.

**17. Access to Units**

- (a) Property Management must provide forty-eight (48) hours prior written notice for themselves, staff, or Corporation contractors to enter a Unit to perform regular maintenance or repair functions, such as fire alarm inspections and heat pump maintenance.
- (b) Property Management or Staff have the right to enter any unit without notice or permission should an emergency arise.

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**18. Complaints Procedures**

- (a) Residents have the right to register complaints concerning the violation of these rules, the Condominium Act, declaration, by-laws or relating to other Corporation business or procedures or building matters. Complaints must be made in writing. Verbal complaints may not be acted upon.
- (b) Complaints must be directed to the Property Management office, which will attempt to address the matter. In such cases where the matter is not resolved to the satisfaction of the Resident, the Resident may request the matter be brought to the Board, whose decision on resolution is final.

**19. Website Use**

- (a) The radioCITY website is for the use of Residents only, except as deemed a public area by Property Management.
- (b) Terms of Use are available on the website. If the Terms of Use are violated, Property Management may disable any user account.

**20. Harassment**

- (a) No staff or person at radioCITY may be harassed or threatened. Any harassment may be reported to the Police and prosecuted under the law.

**21. Contacting the Board of Directors**

- (a) Correspondence to the Board must be submitted in writing c/o Property Management.
- (b) The Board at its discretion can open part of its meeting to Owners or keep it closed. At no time may an Owner attend a part of the meeting that involves a discussion of a Resident or a specific Unit or other confidential matter. The Board may hold an open meeting under the following conditions:
  - i. The Board may host an open forum as part of its meeting. Owners wishing to attend solely as observers are welcome to attend the open forum only.
  - ii. An Owner who wishes to address the Board must submit a detailed request and any supporting documentation to Property Management ten (10) business days prior to the scheduled Board meeting. If the request is approved, the Owner may attend the open forum to present the business outlined. Depending on request volume, requests may be deferred until the next available Board meeting.

**22. Policies for the Board of Directors**

- (a) Every Board member is required to sign a confidentiality agreement at the start of their elected term to further protect the privacy of individual Residents and staff.

- (b) Current Board members may take courses to further educate themselves on topics directly relevant to condominiums and their Boards, such as Canadian Condominium Institute (CCI) courses. After attending the classes, fulfilling all requirements, and successfully completing the course, the Board member may be reimbursed by the Corporation for the course fee at the discretion of the Board.