

**Notice of Rules
General Rules
Toronto Standard Condominium Corporation No. TSCC 2258
(the "Corporation")**

TO ALL UNIT OWNERS

Notice

This is notice to all unit owners that the board of directors of the Corporation has passed the attached General Rules at a meeting of directors held on the 16th day of February, 2016, after due consideration of various implications.

Purpose of Rules

The attached Rules are intended to provide a comprehensive set of rules which will make our home a pleasant, safe and congenial environment. These Rules should allow all owners, tenants or residents of a unit, their families, guests, visitors, invitees, employees or agents (referred to as "Occupants") to maximize our enjoyment of all of the common elements, facilities and units, and to prevent inconveniences caused by others.

Statutory Criteria

Section 58 (1) of the Condominium Act, 1998 provides that the board may make, amend or repeal rules respecting the use of the common elements and units to promote the safety, security or welfare of the owners and of the property and assets of the Corporation, or to prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the Corporation.

Right to Requisition a Meeting

Owners have the right to requisition a meeting of owners pursuant to s. 46 of the Condominium Act, 1998 to discuss whether or not to approve the Rules if the owners of at least 15% of the units, who are entitled to vote, deliver to the President or Secretary of the Corporation a proper requisition in accordance with the criteria of s. 46 of the Act within 30 days of the date of this Notice of Rules.

Effective Date of Rules

The attached Rules will become effective 31 days from the date hereof, or at such date as the owners may approve them at a meeting of the owners, if the board receives a requisition within 30 days from the date hereof pursuant to section 46 of the *Condominium Act, 1998*.

Pursuant to the *Condominium Act, 1998* rules may only become effective at the time determined by subsections 58 (7) and (8). We enclose copies of sections 58 and 46 of the *Condominium Act* for your reference.

Provision of Condominium Documents to Tenants

Each owner is required to provide to his/her tenant(s) with a copy of the Corporation's Declaration, By-laws and Rules.

We hope you agree the attached Rules are in the best interests of your condominium corporation.

DATED this 24th day of March, 2016.

On behalf of the board of directors
Toronto Standard Condominium Corporation No. 2258


President

Section 58 of the Condominium Act, 1998

s. 58(1)

- (1) The board may make, amend or repeal rules respecting the use of common elements and units to,
- (a) promote the safety, security or welfare of the owners and of the property and assets of the corporation; or
 - (b) prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the corporation.

Rules to be reasonable – s.58(2)

- (2) The rules shall be reasonable and consistent with this Act, the declaration and the by-laws.

Same, proposed rules – s.58(3)

- (3) Rules proposed by the declarant before the registration of a declaration and description shall be reasonable and consistent with this Act, the proposed declaration and the proposed by-laws.

Inconsistent provisions – s.58(4)

- (4) If any provision in a rule or a proposed rule is inconsistent with the provisions of this Act, the provisions of this Act shall prevail and the rule or proposed rule, as the case may be, shall be deemed to be amended accordingly.

Amendment by owners – s.58(5)

- (5) The owners may amend or repeal a rule at a meeting of owners duly called for that purpose.

Notice of rule – s.58(6)

- (6) Upon making, amending or repealing a rule, the board shall give a notice of it to the owners that includes,
- (a) a copy of the rule as made, amended or repealed, as the case may be
 - (b) a statement of the date that the board proposes that the rule will become effective; and
 - (c) a statement that the owners have the right to requisition a meeting under section 46 and the rule becomes effective at the time determined by subsections (7) and (8).

When rule effective – s.58(7)

- (7) Subject to subsection (8), a rule is not effective until,
- (a) the owners approve it at a meeting of owners, if the board receives a requisition for the meeting under section 46 within 30 days after the board has given notice of the rule to the owners; or
 - (b) 30 days after the board has given notice of the rule to the owners, if the board does not receive a requisition for the meeting under section 46 within those 30 days.

Same – s.58(8)

- (8) A rule or an amendment to a rule that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose.

Same, proposed rule – s.58(9)

- (9) Despite subsection (7), a rule proposed by the declarant before the registration of the declaration and description shall be effective until it is replaced or confirmed by a rule of the corporation that takes effect in accordance with subsection (7).

Compliance – s.58(10)

- (10) All persons bound by the rules shall comply with them and the rules may be enforced in the same manner as the by-laws.

Section 46 of the Condominium Act, 1998

s. 46(1)

- (1) A requisition for a meeting of owners may be made by those owners who at the time the board receives the requisition, own at least 15 per cent of the units, are listed in the record maintained by the corporation under subsection 47(2) and are entitled to vote.

Form of requisition – s. 46(2)

- (2) The requisition shall,
- (a) be in writing and be signed by the requisitionists;
 - (b) state the nature of the business to be presented at the meeting; and
 - (c) be delivered personally or by registered mail to the president or secretary of the board or deposited at the address for service of the corporation.

Duty of board – s. 46(4)

- (4) Upon receiving a requisition mentioned in subsection (1), the board shall,
- (a) if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the meeting to the agenda of items for the next annual general meeting; or
 - (b) otherwise call and hold a meeting of owners within 35 days.

Non-compliance – s. 46(5)

- (5) If the board does not comply with subsection (4), a requisitionist may call a meeting of owners which shall be held within 45 days of the day on which the meeting is called.

Reimbursement of cost – s. 46(6)

- (6) Upon request, the corporation shall reimburse a requisitionist who calls a meeting under subsection (5) for the reasonable costs incurred in calling the meeting.

GENERAL RULES
Regulating the Common Elements and Units

of

TORONTO STANDARD CONDOMINIUM
CORPORATION No. 2258

180 University Avenue
Toronto, Ontario
M5H 0A3

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GENERAL RULES
Governing the Units and Common Elements

of

Toronto Standard Condominium Corporation No. 2258
"Shangri-La"

DEFINITIONS

Act	The "Act" shall mean the <i>Condominium Act, 1998</i> S.O. 1998 c. 19 and any regulations and amendments thereto.
Board	The "Board" shall mean the Board of Directors of the Corporation.
By-laws	The "By-laws" of the Corporation shall mean any by-laws passed by the Corporation and registered on title to the units in accordance with the criteria set out in the Act.
Corporation	The "Corporation" shall mean the above Condominium Corporation.
Corporation's Representatives	The "Corporation's Representatives" shall mean any one or more Directors, Officers, Managers, employees, agents or contractors of the Corporation.
Declaration	The "Declaration" refers to the Corporation's Declaration registered on title to all of the units and common elements of the Corporation and where the context is relevant, includes the Description plans defining the units, common elements, easements, boundaries and applicable criteria.
Definitions	The words used in these General Rules shall be subject to the Definitions set out herein, or as set out in the Act and otherwise shall be subject to their usual meanings in standard usage.
Guest	A "Guest" shall include the guest, visitor, contractor, agent or invitee of any Occupant.
Manager	The "Manager" shall mean the property manager hired and supervised by the Board pursuant to a Property Management Agreement.
Occupant	An "Occupant" or "Occupants" shall mean any and all owners and tenants of a unit, whether or not they reside in the unit, together with other Residents of a unit and a Guest of any of them.
Resident	A "Resident" shall mean any owner, tenant, family member, caregiver or any other person residing in the unit, and a Guest of any of them. Residents shall occupy the unit only as a private, single-family residential dwelling and in accordance with the Corporation's use and occupancy rules [Rule B 03- B08].
Rules	The word "Rules" shall mean all of the Rules referred to in these General Rules of the Corporation which govern the units and common elements of the Corporation, each of which is identified hereafter by its alphabetic and numeric number. The word "Rules" as used in these General Rules also applies to the Corporation's Recreational Amenities and also applies to any aspect of the Shared Facilities, to the extent any such General Rule is not inconsistent with the separate set of

Recreational Rules governing the Corporation's Recreational Amenities or the separate set of Shared Facilities Rules governing use of the Shared Facilities pursuant to the Reciprocal Agreement entered into by the Corporation and its neighbouring participating Corporations. The Recreational Rules and the Shared Facilities Rules supersede these Rules insofar as they relate to the Recreational Amenities and the Shared Facilities, but each of the Recreational Rules and the Shared Facilities Rules are supplemented by any of these General Rules which are not inconsistent with the Recreational Rules or the Shared Facilities Rules.

Schedules Each of the Schedules referred to in any of the Rules are attached to and form part of these General Rules and may be subject to such additions, deletions or amendments as the Board may deem appropriate from time to time.

INTRODUCTION

Purpose The following Rules are intended to provide the basis for making our home a pleasant, safe and congenial environment, in which we can all take pride. These Rules were drafted to provide Occupants with maximum enjoyment of all the facilities, common elements and units and to prevent inconveniences caused by others.

Occupants These Rules shall be observed by all Occupants, their Guests and the Corporation's Representatives. You must familiarize yourself with each of the Rules and ensure that you, and all Occupants and Guests for whom you are responsible, abide by them.

Rules Passed These Rules were passed by the Board of the Corporation pursuant to s. 58 of the Act in accordance with the criteria set out in Rule Q 03. All prior General Rules of the Corporation have been repealed as set out in Rule Q 01.

Consideration Observance of these Rules and thoughtful consideration of other Occupants is to the benefit of each of us.

Authorization The authority for the Board of the Corporation to pass the Rules is set out in s. 58 (1) of the Act:

- (1) The Board may make, amend or repeal rules respecting the use of common elements and units to,
 - (a) promote the safety, security and welfare of the owners and of the property and assets of the corporation; or
 - (b) prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the corporation.

Application These Rules apply to all present and future Occupants, all of whom shall be subject to and shall comply with the provisions of the Act, the Declaration, the By-laws and the Rules of the Corporation.

Compliance If you observe an Occupant of the Corporation breaching any of the Rules, please politely ask the person to comply with any such provision (if you are comfortable doing so). If the particular breach is serious or continues, please provide a written memorandum addressed to the Board and delivered to the Manager of the Corporation, detailing the specific events of the breach, the name and corresponding unit number of the person involved, the time and date of the breach and your name and unit number. Management will notify the offending unit owner in writing, requesting

compliance with the Corporation's Rules. Any subsequent non-compliance by the Occupant may result in the Occupant being suspended from use of the common elements or denied access to the Corporation's services for a period of up to 30 days, or such other period of time as may be deemed reasonable by the Board in the circumstances. If the Occupant still refuses to comply, the matter may be referred to the Corporation's solicitor for further legal action, subject to the determination of the Board as to what, if any, other action will be taken to enforce compliance.

No Waiver

If on any one or more occasions the Corporation fails to enforce compliance with any of the Rules, the Corporation's failure to do so shall not constitute a waiver of the Board's right to take any action to uphold such provision on a subsequent occasion and the Corporation shall be entitled to enforce compliance thereafter in the event of failure by any Occupant to comply with any such Rule after notice to such Occupant requiring compliance, free of any claim of waiver, acquiescence, delay, issue estoppel or discrimination with respect to such compliance enforcement. The Board retains the discretion to determine in a particular case whether to distinguish different circumstances, whether to enforce compliance and the appropriate determination of methods of compliance.

Enforcement

In addition to all other means of enforcement available to the Corporation, s. 134 (1) of the Act provides that the Corporation may make an application to the *Ontario Superior Court of Justice* for an order enforcing compliance with any provision of the Act, the Declaration, the By-laws and Rules, subject to s. 132 (4) of the Act and any applicable mediation or arbitration proceedings. An Occupant in breach of any of these Rules will be held accountable to indemnify the Corporation in accordance with Rule P 01 and to pay costs in accordance with Rule P 04, subject to registration of a lien and collection of all damages and costs. By forewarning Occupants of these remedies, it is hoped that a congenial lifestyle can be assured in our home environment and that Occupants can avoid incurring substantial enforcement expenses.

A: GENERAL RULES

Residents'

Information

A 01. Prior to occupancy of a unit, all resident and non-resident owners and tenants shall provide the Manager with the names, mailing addresses, email addresses, business and home phone numbers of all those persons residing in their unit, the name and age of children under eighteen years of age, the phone number of a relative or a person to be contacted in an emergency, any medical conditions applicable for emergency or evacuation purposes and particulars pertaining to any motor vehicles or pets, together with such other information as the Board may reasonably require to be set out on the Residents' Information Form as more particularly set out on Schedule "A" attached hereto, as may be amended from time to time.

Laws

A 02. No Occupant shall breach the provisions of any federal or provincial statute or regulation, or any municipal by-law, code or ordinance. No person shall undertake, promote or support any illegal or immoral conduct or behaviour in any unit or upon the common elements. No Occupant shall breach any provision contained in the Corporation's Declaration, By-laws or Rules. No Occupant shall obstruct or interfere with the rights of, or injure or annoy other Occupants. The Occupants and the Corporation shall strictly observe all property standards, noise, health and safety requirements codified in any municipal by-law, edict or code.

Noise & Nuisance

A 03. All Occupants are expected to conduct themselves in a manner befitting responsible living. Occupants shall not create or permit the creation or continuance of any noise, nuisance, odour, smoke, hazard or disturbance, or interfere with the rights or enjoyment of another Occupant's use of the Corporation's premises or facilities, or use of the common elements

or any unit in a manner which, in the opinion of the Board, may, or does, disturb the comfort or quiet enjoyment of the units or common elements by other Occupants or the Corporation's Representatives. An Occupant shall take immediate steps to remedy or desist from any activity which the Board or Manager deems to constitute such an undue nuisance. No shouting, screaming, horseplay or other disturbance is permitted in or around any unit or upon any part of the common elements. No undue noise, caused by any instrument, television, stereo, amplifier, P.A. system, computer, equipment or other sound device, however caused, which disturbs the comfort of any other Occupant(s) shall be permitted. When requested by any of the Corporation's Representatives, an Occupant shall lower sound to appropriate levels and shall take whatever steps may be necessary to abate noise transfer which may include installing foam padding under sound-emitting devices and between such devices and the furniture, floor or walls, or such other sound-attenuation measures as the Board or Manager may require. Occupants shall particularly reduce noise volumes to a quiet level each night between the hours of 10:00 p.m. and 8:00 a.m., but in any event, shall avoid causing a nuisance at all times. Additional noise and nuisance provisions relating to pets are addressed in Rules O.

- Human Rights A 04. All Occupants and the Corporation's Representatives shall at all times, abide by and uphold the provisions of the *Human Rights Act of Ontario* and no person shall infringe or do directly or indirectly, anything that infringes a right as provided therein. Without limiting the generality of the foregoing, every person has the right to equal treatment with respect to services, goods and facilities, employment, occupancy of accommodation and freedom from harassment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap.
- Harassment A 05. No Occupant shall engage in any violent or harassing conduct toward any person, or injure, harass, threaten, intimidate, annoy, or initiate any defamatory, threatening, hateful or discriminatory statement or action, or participate in any illegal or harmful conduct toward any Occupant, any of the Corporation's Representatives or employees and any contracted worker on the Corporation's property. Harassment consists of any oral or written statement, action or behaviour which is intimidating, threatening, violent, sexually harassing or which causes or may cause physical or psychological harm, fear, humiliation or embarrassment which, objectively determined on a reasonable basis, is known or reasonably ought to be known to be unwelcome or offensive. Harassment might also include, but is not limited to, any verbal abuse, insulting comment, joke, gesture, touching, conduct or behaviour contrary to any of the grounds of workplace harassment or sexual harassment set out in the *Human Rights Act of Ontario*, the *Occupational Health and Safety Act* or the Corporation's Workplace Violence and Harassment Policy, all of which provisions are hereby made applicable to relationships, behaviours and conduct among Occupants, employees, contractors and the Corporation's Representatives, and which provisions may be enforced under this Rule.
- Non-Interference A 06. No Occupant shall interfere with the services rendered by the Manager, administrator, superintendent, cleaner or any other contractor, employee or agent of the Corporation. Any complaints or concerns pertaining to any Occupant, Corporation's Representative, unit, common elements or the affairs of the Corporation shall be dealt with by written notice addressed to the Board and delivered to the Manager.
- Trespass A 07. Any person (including an Occupant) who loiters upon, litters or damages the common elements, places on the common elements any derelict or unplated motor vehicle or other

unauthorized object, or removes any part of the common elements, or blocks, hinders or interferes with the lawful use and enjoyment of the common elements by others or creates any nuisance, disturbance or excessive noise or otherwise breaches any provisions of the Declaration, By-laws or Rules of the Corporation shall forthwith cease and desist from doing so and upon being requested to cease doing so by a police officer, a security officer, or one of the Corporation's Representatives, such person shall immediately leave the common elements of the Corporation, failing which such person shall be deemed to be a trespasser and shall be subject to all of the requirements, obligations, prosecution, fines and penalties set out in the *Trespass to Property Act* of Ontario, provided that an owner or occupier of a unit of the Corporation shall, after temporarily leaving the common elements, thereafter be entitled to use the common elements while in compliance with these requirements. The initial mailing or delivery of notice of these Rules to an owner of a unit shall be deemed to be notice to each Occupant with respect to the unit thereafter in accordance with the requirements of the *Trespass to Property Act*. Occupants shall be responsible to ensure compliance by their employees, agents, contractors, visitors, Guests and invitees and shall personally bear the consequences of any such non-compliance.

- Auctions & Sales A 08. No open house, bulk sale of goods, auction, garage sale, lawn sale or unit contents sale shall be held in a dwelling unit, parking unit or anywhere upon the common elements. The use of "Open House", "For Sale", "For Lease" or "For Rent" signs visible from the exterior of the Corporation's building or on any part of the common elements is strictly prohibited.
- Canvassing A 09. No business solicitation or canvassing is permitted at the door of a unit (including, without restriction, delivery of any leaflet, brochure, card, flyer or commercial document), provided that reasonable access to the property will be provided to candidates, or their authorized representatives, for election to the House of Commons, the Ontario Legislature or any office in a municipal government or school board, or as a Director of the Corporation's Board for the purpose of canvassing or distribution of election material.
- Deliveries A 10. Upon receipt of a written authorization from an Occupant, the concierge may accept deliveries and packages on that Occupant's behalf provided that such packages weigh less than 50 lbs, are properly wrapped and the deliveries are made during the business hours established by the Board or Management from time to time. Deliveries of perishable items are not accepted. The number of packages delivered to a single unit shall not exceed five (5) separate packages on any occasion and must be promptly claimed by the Resident within seven (7) days after delivery. Failure to pick up any package thereafter will result in disposal of any such package at the Manager's discretion and any restrictions upon or refusal to retain any further deliveries of packages for that unit. The Corporation will be not be liable to the Occupant for any damage or loss with respect to any package, delivery or other personal property left with any of the Corporation's Personnel. Deliveries made Cash on Delivery (C.O.D) will not be accepted by Management, security or any other member of the Corporation's Personnel, except pursuant to a prior approved arrangement.

B: OWNERSHIP AND USE OF UNIT

- Move-In Arrangements B 01. A unit purchaser must notify the Manager in writing of the owner(s)' name(s), address of record and contact particulars. The owner(s) and any tenant(s) of each unit shall register the names of all persons residing at the unit prior to commencement of their occupancy thereof, including and together with each of their children, pets, vehicles and any Guest residing in the unit for a period in excess of 30 days, in accordance with the Corporation's Resident

Information Form (Schedule "A") required by Rule A 01 to the Manager. Access cards/keys/fobs will not be activated until the Residents' Information Form has been received by management. Owners and their tenants shall not move into a unit except in compliance with Moving Rules E, Tenancy Rules D, Schedule "D" ~ Moving Agreement and Schedule "E" ~ Service Elevator Inspection Report.

Designated Owner B 02. Until notification pursuant to Rule B 01 hereof is provided by the new owner to the Manager of the Corporation, the previous owner of the unit shall remain designated as the owner thereof on the Corporation's records as prescribed by the Act. Unless the requirements set out in Rule B 01 are met, a new owner will not receive notices of meetings and other written communication from the Corporation, nor will he, she or they be entitled to vote at any meeting of owners.

Single Family B 03. a) Each unit shall be occupied and used only as a private, single family residential dwelling and for no other purpose except as permitted at the Corporation's property by any applicable municipal zoning by-law as amended from time to time, subject to compliance with the Corporation's Declaration, By-laws, Rules and all requirements or restrictions imposed on the property by governmental authorities or any restrictive covenants registered against title to the property, or as otherwise required by the Board to the extent the Board is specifically authorized to do so.

b) A "private, single family residential dwelling" shall mean a unit occupied or intended to be occupied only as a residence by one family alone. A "family" shall consist of the owner(s) of the unit or else the owner(s)' tenant(s) pursuant to one written lease, together with such owner(s)' or tenant(s)' family members related by blood, adoption, marriage or a common law spousal relationship, together with no more than one live-in personal assistant or support person. Alternatively, a "family" may include a group of not more than three unrelated human beings, including a unit owner or tenant pursuant to no more than one lease, living together as a single housekeeping unit without added partitions or structural alterations differing from the building-standard layout for such a unit, and without roomers or boarders. In circumstances deemed appropriate by the Manager, the Manager may request, and such owner(s) or tenant(s) shall confirm the relationship of all unit Occupants by providing official documentation or other suitable evidence confirming such family relationship.

No Rooming/
Boarding B 04. No room in any unit shall be rented, leased, sub-leased, assigned to or otherwise occupied by any individual(s) (other than a family member) for the purpose of temporary or permanent occupancy, residence, boarding or lodging, or for any other purpose, except a temporary Guest of an owner or tenant, without charge for a period not exceeding 30 days or a temporary guest registered in accordance with Rule B 01.

Transient Use B 05. No hotel, boarding, lodging house, transient, Airbnb, short-term rentals, fractional or timesharing use shall be permitted in or with respect to any unit. A "transient use" means a short-term lease, use or occupation of a unit for a period of less than six (6) months in any particular period of twelve (12) consecutive months. No lease, use or occupation of a unit shall be permitted unless the owner delivers a written lease, sub-lease or notice to the manager as required by, and subject to compliance with Tenancy Rules D. A short-term lease, use or occupation of a unit in any particular period of twelve (12) consecutive months may be permitted by the Board exercising its sole discretion after reviewing an Owner's exemption request explaining exceptional circumstances.

Occupancy
Standard

B 06. In no case shall the number of Occupants in any unit exceed two persons per sleeping room or sleeping area within a dwelling unit, subject to the requirements of any occupancy standards contained in any by-law of the Corporation and subject to the "occupancy load" established in the *Ontario Building Code*. A "sleeping room" or "sleeping area" shall consist of any bedroom, study, den or other room designated as a sleeping room or sleeping area by the Corporation's Occupancy Standards By-law provision in a dwelling unit configured and constructed in accordance with the architectural plans forming part of the Corporation's registered Description, but a sleeping room or sleeping area shall exclude a kitchen, dining room, living room, solarium, bathroom, foyer, lobby, closet, laundry room, utility room, pantry, balcony and terrace, unless any such excluded room is designated as a sleeping room or sleeping area by a resolution of the Board under exceptional circumstances applicable to a specified unit and applicable only to the then-existing Occupants of any such unit, subject to such conditions as may be established by the Board, and provided that any such exceptional circumstances and conditions shall not constitute a precedent in any other case.

Commercial Use

B 07. No illegal or immoral occupancy or use, and no breach of any zoning requirements shall occur at a unit. No commercial, office, retail, institutional, industrial or other non-residential use shall be made of a residential unit, locker or parking space. No unit shall be occupied or used for the purpose of carrying on a business or for any other non-residential use. However, an incidental home-based office for private use ancillary to the main private, single family residential use of the unit is permitted, if such incidental use utilizes no more than one room of the unit, and does not involve customers or business visitors to the unit. The unit and/or room shall not be leased, occupied or used as or for reception, manufacturing or processing facilities, storage, delivery or shipping of goods for manufacturing, processing or sale, prostitution, regular daycare (other than temporary, occasional baby-sitting for not more than two non-family members), repeated attendance (recurring visits) by employees, agents or contractors or which could result in visitors loitering in the common element areas, any of which may, in the discretion of the Board, result in breach of any zoning or other legal requirement, cause any nuisance or lower the character or image of the condominium building or any portion thereof. No parking space shall be occupied by any vehicle for such incidental use. The permitted incidental use shall not give rise to any noise, nuisance, disturbance, maintenance, repair of the common elements or consumption of utilities in excess of normal residential use.

Discontinue Use

B 08. If, in the sole discretion of the Board, the Occupant's use of the unit is in breach of any of the provisions herein, or the Occupant's use may damage or reflect unfavourably upon the Corporation or any other Occupant, the Occupant shall immediately discontinue such use upon the written request of the Corporation.

Insurance

B 09. Owners are strongly advised to obtain an owner's comprehensive condominium insurance policy from their insurance agent as recommended by Rule M 01. Owners should require their tenants to obtain a tenant's condominium insurance policy to protect the owner and tenants with respect to a number of liability and property damage claims.

Hazardous
Material

B 10. No Occupant shall use, store or permit prolonged storage of garbage or degradable organic matter, an accumulation of excessive paper or any item, or hoarding of items which may overload the structure or constitute a health or safety hazard in any unit, locker, parking space or upon the common elements. Occupants shall refrain from installing or using leaking containers or waterbeds. No illegal, explosive, combustible, dangerous or

hazardous materials, weapons, gas or chemical of any kind shall be stored in a unit, locker, parking space or upon the common elements. An Occupant will be responsible for the clean-up and removal of any contaminant, pollutant or toxic substance (including mould) resulting from any act or omission of the Occupant. Gas tanks, firecrackers or other fireworks are not permitted in any unit, locker, parking space or on the common elements. Any of the Corporation's Representatives may immediately remove any such garbage, matter, item, materials, weapons or chemicals promptly after discovery thereof, without prior notice, but upon subsequent notice. Garbage and illegal, explosive, combustible, dangerous or hazardous materials may immediately be disposed of without any liability to the Occupant in relation thereto.

Pest Control

- B 11.** No Occupant shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her unit or exclusive use common elements. Occupants shall immediately report to the Manager all incidents of pests, insects, vermin or rodents. Occupants shall permit the Corporation's Representatives, including pest control personnel and other authorized persons to enter their units for the purpose of conducting pest control, health or safety operations including a spraying or extermination program. Occupants are required to prepare their units in the manner prescribed by the Board to facilitate the appropriate pest control operations. Occupants shall comply with the requirements of any pest control notice, including any health or safety criteria and shall ensure that all required safety precautions are taken on behalf of any children, pets or other Occupants. Occupants may be required to vacate their unit for specified periods during implementation of any pest control program. If it is determined that an infestation of pests, insects, vermin or rodents originated at the Corporation's building from within an owner's unit, the owner may be held responsible for the cost to eradicate the pests from that unit, other units and the common elements.

**Partitions
& Alterations**

- B 12.** No partition, hardwood flooring or other flooring component which previously did not exist as the building-standard flooring, and no component or structure which forms part of the unit shall be added, moved, removed, altered, improved, installed, undertaken, affixed or permitted within a unit without the prior written consent of the Board and subject to any policies and required agreements with respect thereto as may be established by the Board from time to time. The Corporation's Renovation Form must be completed at least 30 days prior to any work being undertaken and all owners must allow adequate time and obtain prior approval by the Board at its next Board meeting or by the Corporation's Manager when permitted, for any type of renovation that is not cosmetic in nature. All owners must provide all applicable documentation (including plans, specifications, proof of purchase in the case of "soundproofing flooring membranes", contractor's licenses, building permits or any other documents required by the Board or the Corporation's Representatives). The failure to complete such Renovation Form and obtain the necessary approval will constitute a renovation in breach of these Rules, whereupon the owner of the unit may be required to return the unit to its building-standard state. See related Rules B 13, C 09, C 10, I 01, I 02, I 03, I 04, I 05, I 06, I 07, J 01, J 02, J 03, J 04, J 05, K 01, K 02, K 03, K 04, K 05, K 06, and K 07 which may be applicable.

Flooring

- B 13.** All Occupants shall install only approved flooring material above the concrete sub-floor of the owner's unit. No Occupant is permitted to reside in a unit that has only a concrete floor, whether painted or patterned or which in any other way utilizes only the concrete as flooring. Occupants may install wall-to-wall carpeting with substantial, sound-resistant/sound-proof under-padding which has been pre-approved by the Board. An Occupant may install any alternate type of hard surfaced flooring or other materials (in

accordance with such materials and specifications as may be determined by the Board from time to time). An additional sound-proofing underlay shall be installed below the surface flooring, consisting of either Regupol QT 4010 (minimum 10 mm with an Impact Isolation Class Rating of IIC-63) or Acousti-Tech 7000 (minimum 7 mm with an Isolation Class Rating of IIC-62), or else such other material which has been inspected and approved by the Board, or otherwise as certified under seal by the owner's qualified professional designer, engineer or architect, subject to approval of all applicable specifications and plans by the Manager or Board prior to the installation, at the owner's expense. Any such flooring installation shall be inspected by one of the Corporation's Representatives before, during and after installation to ensure compliance with this Rule. Any owner who installs flooring materials not in compliance with these requirements shall, within 30 days after receiving written notice from the Corporation, replace such non-compliant flooring materials and install suitable flooring materials in compliance with this Rule. Notwithstanding compliance with this Rule, in the event the Corporation receives documented noise complaints from an Occupant of another unit which, in the opinion of the Board or Manager confirms an undue noise nuisance arising from inappropriate flooring or any other sound-emitting or sound-conducting materials or otherwise, the owner of the unit from which such sounds emanate shall comply with all sound-reduction criteria required by the Board within 45 days following the Corporation's written requirement to do so, or such lesser time as may be determined by the Board acting reasonably.

Entry & Locks B 14. The Act specifies that entry to a unit or part of the common elements of which an owner has exclusive use may be made on reasonable notice at a reasonable time for the performance of the objects or duties of the Corporation, or to exercise its powers. This right of entry is in addition to the right of entry in the event of an emergency which may or does threaten the health or safety of the Occupant or other owners and Residents, or in any situation which may cause any damage or loss. Occupants shall permit entry to their units in accordance with the Declaration and the provisions of the Act. Prior notice of daytime entry will be provided to Occupants by the Corporation's Representatives and efforts will be made by the Corporation's Representatives to accommodate preferred times and standard appointment arrangements with Occupants. Should such notice not be possible, the Corporation's Representatives will notify all Occupants of unit entry that has taken place (by means of a notice left in the unit by the Corporation's Representative detailing the reason and need for entry, together with the time, date and signature of the Corporation's Representative who entered the unit). Occupants shall cooperate to allow the Corporation's Representatives to carry out their duties. Occupants shall not change or add locks to their units unless such change or addition is performed by a qualified locksmith as selected by the Corporation at the expense of the unit owner and compatible with the existing lock system used on the property. No change or addition of locks will be performed without the prior written consent of the Board or Manager. A copy of a key for all locks of each unit shall be provided to the Manager and kept in a secured lockbox in safekeeping by the Corporation for emergency purposes or to enable the Corporation to carry out any of its duties. Upon changing any locks, Occupants shall immediately provide the Corporation with a key.

Key B 15. Subject to any applicable occupancy provisions, where the Unit is vacant, the Owner may have up to two hybrid keys with activated fobs, which will be deactivated once the unit is leased out and reactivated under the name of the new Residents; where the Unit is occupied by the Owner, the Owner may have up to three hybrid keys with activated fobs; where the Unit has been leased out, the Owner may have one hybrid key with deactivated fob and the Resident may have one hybrid key with activated fob for each registered Resident and a spare hybrid key with activated fob that may be left at the Concierge desk to be signed

out/in by your contractor, dog walker, housekeeper, guest, etc. In the event a key has been lost, misplaced or stolen, the owner or Resident shall report such loss immediately to the Manager. To obtain additional copies of a key, the owner or Resident must purchase the key from the Manager at a reasonable cost established by the Board from time to time. Keys will be issued only when a fully completed Resident Information Form has been submitted to the Management Office. Occupants shall not lend or give their key to any non-resident to allow access to the interior common elements, unless the Occupant has notified the concierge of the name, address and phone number of such non-resident prior to doing so. Any key intended for use by any real estate agent shall be left with the Concierge that Agents would sign out/in.

- Window Coverings B 16. Nothing shall be affixed to any window or placed between the windows and drapes or blinds, or shall be visible from the outside of a unit, which detracts from the exterior uniform appearance of the building or is deemed to be offensive in nature in the sole discretion of the Board. Curtains, drapes or blinds shall have a pure clean white liner or exterior white drapes which completely cover the window when closed. No Occupant shall place or permit any reflective or insulating materials, flags, awnings, exterior shades or other objects outside, inside or upon any windows or the exterior of the unit.
- Signs & Notices B 17. No sign, advertisement, communication or notice shall be placed outside, inside or upon any window or the exterior of any unit in such a manner as to be visible from outside the Occupant's unit.
- Thrown Items B 18. Nothing shall be thrown, dropped, swept, poured or disposed of out of any of the windows, doors, balcony or terraces. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door, balcony, terrace, patio or any part of the common elements. No hanging or drying of clothes is allowed from windows, balconies, terraces, patios or upon the common elements, except under special circumstances when permitted by law.
- Guests B 19. All Guests shall use the building's main entrance and identify themselves to Concierge before entering the building. Guests shall also identify the Occupant whom they are visiting along with that Occupant's unit number. Management or Concierge may refuse entry to any Guest who refuses to identify themselves, refuses to identify the Occupant or unit they are going to visit, provides any false information or does not comply with these Rules. Each Guest shall sign the Guest log book at the Concierge's desk as the Guest enters and leaves the building. The Concierge shall refuse entry to any Guest that fails to comply with registration requirements.
- Christmas Trees B 20. Use of artificial, non-flammable and non-shedding Christmas trees is encouraged. Natural Christmas trees are allowed with the proviso that when they are to be discarded, they are wrapped and removed by the Occupant using wrapping material which completely encloses the Christmas tree.
- Doorbells B 21. Residents may install a doorbell on the main Unit door in accordance with the Corporation's policy as determined from time to time by the Board of Directors.

C: COMMON ELEMENTS

- Improper Acts C 01. Persons shall not loiter on the common elements or harass any other person(s) upon the common elements or cause any undue noise, nuisance, disturbance or interference, or use

any foul or abusive language, or perform any illegal or immoral acts, affecting the common elements or their use by others. See Rules A 02, A 03, A 04, A 05, A 06, and A 07 for more specific details.

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| Attire | C 02. Occupants are required to wear shoes, shirts and other proper attire at all times when using the main lobby, hallways, entrances, elevators, stairs or other common elements and furniture of the Corporation. |
| Access | C 03. Without the consent in writing of the Board, no Occupant shall have any right of access to those parts of the common elements used from time to time as utility areas, building maintenance, electrical rooms, storage areas, operating machinery, generator, transformer, sprinkler, boiler or machinery rooms, superintendent's unit, locker or parking unit designated for the sole use of other Occupants, or any other parts of the common elements where use is restricted for the care, maintenance, or operation of the property or for the exclusive use of other Occupants. The Manager's office may be accessed during its normal business hours only, for the efficient conduct of the Corporation's business. |
| Ingress | C 04. The sidewalks, entries, passageways, walkways, driveways and any other common elements shall not be obstructed by any Occupant or used by him or her for any purpose other than for ingress and egress to and from his or her unit. Occupants shall use the paved walkways when entering or leaving the building and shall not travel across lawns or landscaped areas to reach another destination. |
| Landscaping | C 05. No one shall mutilate, destroy, damage, alter, add to, remove or install any item, or litter any landscaping or any other part of the common elements, including, without restriction, any trees, shrubs, hedges, flowers, lawns, flower beds, walkways, interior common areas of the buildings and other portions of the common elements. |
| Spills | C 06. Anyone responsible for any spill or mess on the common elements must remove it and clean it up immediately. If unable or unsure of the best method to do so, the person responsible must advise the Concierge staff immediately. Persons who fail to clean up any spill or mess which they created shall be held responsible for the applicable cleaning costs and the cost to repair any other damage. |
| Tidiness | C 07. No shoes, rubbers, boots, umbrellas, mats, bicycles, carriages, or any other item or object whatsoever (an "object") shall be left outside unit entrances or on any part of the common elements. All bicycles, tricycles, toys or other objects must be removed from the common areas when not in use and kept within the confines of a unit or locker. Occupants shall not use the hallways to store any objects. The Corporation and the Corporation's Representatives shall not be responsible for the theft, damage or loss of any articles left on the common elements or any area designated from time to time. Security staff and any of the Corporation's Representatives have the authority to remove any such object immediately and any such item may be disposed of in accordance with Rule C 19. |
| Items on
Common Elements | C 08. No building, shed, gazebo, enclosure, structure, hot tub, pavilion, canopy, tent, awning, shade, clothes drying apparatus, television antenna, satellite dish, aerial, tower, pole, fence, tree, bush, hedge, equipment, appliance, furniture, fixture, barbeque, hot tub, trailer, recreational or commercial vehicle or any other installation or erection upon or other object or item shall be placed, kept, located, affixed to, erected upon, penetrate through or maintained on any balcony, terrace, patio, parking space or portion of the common |

elements, except with the prior consent of the Board, or except as may be required by the Corporation for the maintenance and repair of the common elements or units, and subject to the requirements of Rule C 11 with respect to installation of furniture and other items upon a balcony, terrace or patio.

Common Element
Alterations

C 09. No person shall undertake any addition, alteration, improvement, repair, replacement, renovation to or installation of any unauthorized item upon any of the Corporation's common elements, assets or facilities, without the prior written approval of the Board and in accordance with any applicable criteria set out in s. 98 of the Act, including the obligation to enter into an Owner's Alteration Agreement. Without limiting the foregoing, no person shall connect to, or penetrate through, or drill into or damage any concrete, or impose an excessive load upon or install upon or cause any damage affecting any portion of the common elements (including exclusive use common elements), or any of the Corporation's assets, facilities, furniture, equipment, installations, or any electrical, plumbing, heating, air conditioning or other utilities, shared systems or services of the Corporation, unless the owner has first completed an Owner's Alteration Agreement and a Contractor's Covenant containing provisions, plans and specifications which meet with the satisfaction and prior written consent of the Board. No such Work shall be undertaken until the Corporation's form of Owner's Alteration Agreement, the Contractor's Covenant and applicable documents have been completed, approved, executed and registered on title to the unit in accordance with the requirements of the Act and the Corporation's Declaration, at the unit owner's sole expense.

Construction Work C 10.

All construction, repairs, maintenance, replacements, additions, alterations, improvements, renovations, penetrations, connections or installations (the "Work") to the unit or to any portion of the common elements (including exclusive use common elements) or affecting any of the Corporation's structures, facilities, furniture, equipment, electrical, plumbing, heating, air conditioning or other utilities, services, systems or assets of the Corporation, or affecting any unit(s) owned by any other unit owner, shall only be undertaken by competent, licensed contractors on behalf of the unit owner, to a good quality standard at the unit owner's risk and expense, and in compliance with such sound-proofing criteria, construction criteria, plans, specifications and engineering or architectural opinion as may be applicable in the circumstances, subject to the prior written consent and to the satisfaction of the Board.

The Corporation reserves the right, but shall not be obligated, to inspect any and all renovations before, during and after completion of such renovation work to ensure compliance with the Corporation's Rules and requirements. All such Work shall be undertaken in compliance with any building, electrical, plumbing or other permits, Codes and criteria, and all health, safety, security and environmental protections as may be applicable, without causing any nuisance, interference or undue disturbance affecting other Residents and owners and in compliance with all requirements of the Act, the *Building Code*, *Fire Code* and all other legislation and municipal by-laws or standards, as well as the Declaration, By-laws, Rules and applicable construction policies and specifications of the Corporation. The Corporation's Renovation Form must be duly completed and approved by the Board or Manager prior to any work being undertaken. The owner shall deliver to the manager a refundable security deposit payable to the Corporation in the standard amount determined by the board to be applicable with respect to any construction damage to any of the Corporation's common elements or units arising with respect to the construction work undertaken in connection with the unit including, without restriction, any damage to common areas during the delivery/removal of construction materials or damage caused by any of the contractor's personnel, which security deposit shall be refunded to the owner

upon completion of all construction subject to deduction of any costs incurred by the Corporation to rectify any such damage. The Corporation shall not be deemed to be the Constructor as defined under the *Ontario Occupational Health and Safety Act* with respect to such Work. The owner indemnifies and saves harmless the Corporation of and from any action, cause of action, proceedings, expense, penalty, fine, interest, costs on a full solicitor and client basis, and any demand or claim of any nature or kind arising with respect to the Work undertaken by or on behalf of the owner or any Resident in the owner's unit. See related Rules B 12, B 13, C 07, C 08, C 09, I 01, I 02, I 03, I 04, I 05, I 06, I 07, J 01, J 02, J 03, J 04, J 05, K 01, K 02, K 03, K 04, K 05, K 06, and K 07 which may be applicable. Construction activities shall be limited to the hours of: Monday to Friday between 9 AM and 6- PM, and Saturday between the hours of 10 AM and 4 PM with no construction activities to take place on Sundays and holidays. Noisy work shall be limited to the hours of 10am and 4pm Monday to Saturday.

Height

- C 11. No structure, installation, object or item of any kind, tree, bush, hedge or other foliage in excess of five (5) feet in height on any balcony (or in excess of seven (7) feet in height on any terrace or patio) shall be situated, located, erected, installed upon or affixed to any such exclusive use common elements of the Corporation without the prior written consent and satisfaction of the Board however that any such structure, installation, object or item of any kind, tree, bush, hedge or other foliage of any height shall comply with the requirements of Rules C 06, C 07, C08, C09, and C 10.

Balcony

- C 12. No balcony, terrace or patio shall be used in such a way as to cause harm, nuisance, discomfort to or interference with, or in such a manner as to disturb the quiet enjoyment of other Occupants, the Corporation's Representatives or members of the public. Rules C 06, C 07, C 08, C 09, C 10, and C 11 are applicable to any balcony, terrace or patio except as modified by this Rule. Only seasonal furniture, which is sufficiently heavy or well-secured to avoid being blown away, shall be permitted on balconies, patios and terraces. No cooking appliance, audible radio or other sound-emitting device, involving electronically amplified speakers or other means of sound generation, bicycle, carriage, flag, awning, shades, tent, canopy, gazebo or any item which can be expected to cause damage, whether due to rust, leaking, staining, blowing away or any other type of damage, loss or nuisance is permitted on any balcony. Balconies shall not be used for storage of any objects. Visible clutter of objects is prohibited. No object or item (other than permitted seasonal furniture upon the balcony floor) shall be placed upon, erected, hung over or overhanging on a balcony, terrace or patio, or shall be affixed to any wall, window, floor, ceiling, panel or railing thereof. No balcony, terrace or patio shall be used as a sleeping area or cooking area or for the purpose of exercising pets. No washing of a balcony or terrace floor shall be undertaken except in such a manner as to prevent water from flowing over the edge of the balcony/terrace floor. No tobacco product, flammable, hazardous or liquid item, garbage, debris or any other item shall be thrown, swept, poured or allowed to fall from any balcony or terrace. Occupants and their Guests shall exercise all applicable safety precautions to protect themselves and persons and property located below the balcony or terrace from any harm, hazard, injury, death, damage, loss, nuisance or expense caused by them. The balcony door shall be kept closed at all times except during ingress/egress between the unit and the balcony or terrace. Any type of item, including permitted seasonal furniture or items permitted pursuant to Rule C13, shall be removed by the Occupant of the appurtenant unit on a timely basis, after written notice given to the Occupant, if, in the discretion of the Board or Manager, any such item creates a hazard or nuisance, or is in danger of being blown off the balcony or terrace during any wind storm, or detracts from the exterior appearance or integrity of the building's architectural and conceptual design, or interferes

with the quality of a neighbour's environment, or causes an excess load, damage or an impediment to the proper maintenance and repair of the common elements or any unit. No alterations, additions, enclosures, partitions or installations shall be made to a balcony, terrace or patio common element area and no carpets or other floor coverings shall be installed upon the floors of balconies or other common element areas, unless permitted in accordance with specifications as may be established by the Board. Owners shall comply with all requirements published by the Board from time to time pertaining to protection of balcony structures and other common elements components.

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| Plants | C 13. | No flowers, plant, vine, bush, shrub, tree ("flora"), furniture, chattel, fixture or any other item on any exclusive use balcony shall exceed five (5) feet in height on any balcony (or in excess of seven (7) feet in height on any terrace or patio) or shall encroach upon any other unit. All flora shall be properly planted, secured, fed and carefully watered regularly so as to maintain it in a healthy condition, while avoiding spillage, and appropriately maintained and groomed by the owner of the appurtenant unit at all times. Occupants must avoid over-watering and must prevent over-flows which damage balconies and properties below. All flora located on any balcony, terrace or patio shall be potted and all items shall be located inside any railings or exclusive use area. Planters shall not be attached to any portion of the exclusive use common elements. Seasonal flora items shall be removed and disposed of no later than November 1 st each year. |
| Sports | C 14. | Roller-skating, roller-blading, skateboarding, bicycle riding, any sports activities, roughhousing, running, fighting, and any other similar activities are prohibited inside the buildings and on any of the common elements. Occupants must conduct themselves properly and walk while inside the building and on the common elements, with exception of persons with disabilities and in need of mobility assistance devices such as wheelchairs. |
| Restricted Entry | C 15. | While entering or exiting, Occupants shall not permit entry by anyone into the building whom the Occupant does not know to be an owner or Resident. |
| Roof | C 16. | No Occupant shall place any object on the roof of the building or go on the roof for any purpose whatsoever, without the prior written approval of the Board. |
| Smoking | C 17. | No person may smoke in any interior common elements of the Corporation's building, and no person shall dispose of cigarette or cigar butts on any part of the common elements. |
| Limited Liability | C 18. | The Corporation shall not be liable for any items lost, damaged, destroyed or stolen from any of the common elements or for any injury, illness, accident, or death pertaining to use by any person of any common areas, assets or facilities of the Corporation, including any Recreational Amenities and any direct, indirect or consequential loss, damage, injury, illness, accident, death, expense, legal or other costs, interest, fine or penalty (a "loss") unless it has been proven that the Corporation or any of the Corporation's Representatives has wilfully or negligently been the direct cause of a direct loss. |
| Disposal
Of Objects | C 19. | Any unauthorized object placed upon or left upon the common elements shall be removed by the owner thereof, or if left unattended, may be removed, stored for 14 days and disposed of thereafter by the Manager, after notice given to any known owner thereof and upon posted notice. If the owner thereof fails or is unable to identify and prove ownership of the object within 14 days after notice, the Manager may dispose of the object without further notice or advertisement and may offer it for private or public sale, whether by auction or otherwise or by donation to any organization or person, or for use by the Corporation, or by |

garbage disposal, and any use or proceeds thereof may be made or kept by the Corporation. Any object which apparently has been abandoned or which apparently has insignificant value may be disposed of promptly and without notice, in any manner as the Manager sees fit.

- Damage C 20. In the event any common elements, assets, facilities or units of the Corporation require cleaning, repair or replacement as a result of damage caused by the Occupant or those for whom the Occupant is responsible, they shall be cleaned, repaired or replaced to a first-class quality standard in a good and worker-like manner using first-class quality labour and materials matching existing finishes. The Corporation shall be entitled to charge standard hourly rates for the cost of labour of the Corporation's Representatives to repair such damage, together with the cost of materials; alternatively the Occupant shall pay the Corporation the cost of labour and materials provided by independent contractors in addition to an administration charge of fifteen (15%) percent thereof. If the Occupant fails to pay the charges within 30 days after the due date for payment, the total of all such costs and charges, together with legal fees, collection fees and interest shall constitute a common expense which shall be added to the common expenses chargeable against the unit in which the Occupant resides.

D: TENANCIES

- Compliance D 01. Pursuant to provisions set out in the Declaration and the Act, tenants, their resident family members, unit Occupants, Guests and visitors shall be subject to and shall comply with the provisions of the Act, Declaration, By-laws and Rules of the Corporation which may be applicable from time to time. During the period of occupancy by the tenant, the off-site owner shall have no right of use of any part of the common elements (including all Recreational Amenities and parking spaces) as may be governed by a provision contained in the Corporation's By-laws, except for the purpose of administering the lease and any tenancy matters.
- Owner Liable D 02. Any owner leasing a unit to a tenant or tenants shall not be relieved thereby from any of the owner's obligations with respect to the unit. All owners shall be responsible for any damage or additional maintenance to the common elements and assets of the Corporation caused by their tenant or their Guests and will be assessed and charged therefor, in which event the owner shall have his/her/its corresponding rights and remedies pursuant to the lease of the unit or by statute or at common law against the tenant and any Occupants, visitors or Guests at the unit.
- Common Expense D 03. No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the owner is in default of payment of common expenses, in which case the tenant shall deduct from the rent otherwise payable to the owner, the owner's share of the common expenses and shall pay that amount to the Corporation, which amount shall be deemed to constitute payment toward rent under the lease, and the tenant shall not, by reason only of such payment to the Corporation, be in default of the tenant's obligation under the lease, as required by s. 87 of the Act. The tenant shall not be subject to any recourse by the unit owner pursuant to the *Residential Tenancies Act* or otherwise.
- Notification D 04. The owner shall deliver to the tenant a copy of the Declaration, By-laws and Rules of the Corporation at the time of entering into a lease of a unit. The owner shall forthwith notify the Corporation that the unit has been leased or that a lease of the unit has been terminated or renewed, within 30 days thereafter. The owner shall provide the Corporation with the

tenant's name and owner's address, together with a copy of the lease of the unit or a summary of the lease on the prescribed form, as required by s. 83 of the Act, so that the appropriate information can be inserted into the Corporation's Lease Record. The owner shall automatically and promptly supply the documents without charge and without any request for same by the Corporation.

File Forms

D 05. A signed, dated copy of the "Residents' Information Form" (Schedule "A"), as required by Rule A 01, and the "Tenant's Acknowledgment" (Schedule "B"), as required by the Corporation's Declaration, together with either a copy of the lease or the Summary of Lease (Schedule "C"), as required pursuant to s. 83 of the Act, all of which shall be duly completed, must be submitted by the owner to the Manager prior to occupancy of the unit by a tenant, failing which, the Corporation may deny use of an elevator for the purpose of moving furniture, and other bulky items as required by Moving and Service Elevator Rules E, or may deny use of any parking or loading area and may deny access to any of the common elements by the tenant. In the event the owner fails to provide such documents to the Board prior to the commencement date of the tenancy, any person or persons intending to reside in the owner's unit shall be deemed to be a trespasser. Entry to or upon the common elements and use of any elevator by such person or persons may be expressly denied by the Corporation until such person(s) and the owner comply with the provisions set out in these Rules, the Declaration and the Act.

Tenancy Agreement D 06. No lease shall be for a period of less than six (6) months without the prior approval of the Board. In the event any tenant assigns or sublets the unit to another person, the tenant and owner of the unit and the sub-tenant or assignee of the lease shall comply with all of the provisions set out in these Tenancy Rules, the Act and the Corporation's Declaration, By-laws and Rules. Only a single-family residential use of the unit is permitted, subject to compliance with the Corporation's occupancy standard, and transient leases are prohibited; see Rules B 01, B 02, B 03, B 04, B 05, B 06, B 07, and B 08. As a non-binding guideline only, the Corporation suggests, without liability, that a standard, current form of condominium tenancy agreement (such as the form copyrighted by the Urban Development Institute or any other carefully-drafted form of condominium lease) under the *Residential Tenancies Act*, as amended or applicable from time to time, be used as the minimum standard in leasing a unit, subject to such amendments as the owner and tenant may deem appropriate.

Tenant's Insurance D 07. Unit owners and tenants are each strongly advised to require the tenant to obtain a tenant's condominium insurance policy from a condominium insurance agent which covers personal possessions including any personal effects stored in any storage area or locker, in addition to any public liability, property damage and other forms of tenant protection insurance (since a tenant and Occupants (other than the owner) are not protected by some of such coverages as may be contained in the Corporation's insurance policies).

Termination
of Lease

D 08. In the event a tenant, an Occupant of a unit, their Guest or visitors breach a provision set out in the Act or the Corporation's Declaration, By-laws or Rules, the Corporation may make an application to the Superior Court of Justice under s. 134 of the Act for a compliance order, damages and costs and requesting an order terminating a lease upon contravention thereof. The Corporation shall have the right to either choose to adopt or circumvent the process applicable to mediation/arbitration of any disagreement pursuant to s. 132 of the Act in the event a tenant, Guest or visitor breaches any provision set out in the Declaration, By-laws or Rules of the Corporation, provided that both the owner of the unit and the tenant

shall be held liable for any damages, costs or other remedy as the court may apply.

E: MOVING AND ELEVATORS

Moving Agreement

E 01. The Occupant shall reserve an elevator at least two days prior to any move-in or move-out date and time, as confirmed by the Manager or its representative, provided that the elevator shall be made available on a first-come, first-served basis. A Moving Agreement in the form attached hereto as Schedule "D", as may be amended from time to time, must be completed and signed by the owner and/or tenant of a unit and a security deposit, in a reasonable amount to be determined by the Board from time to time, must be provided to the Manager before a new Occupant assumes occupancy of a unit or vacates a unit or in the event of any other move of bulky items. The Manager or Superintendent shall be entitled to use his/her discretion to permit Occupants to use the designated elevator to move small loads of one or more bulky items. Each tenant and the owner of a tenant's unit shall complete Schedules "A" – "C" prior to using the elevator, as required by Rule D 05 hereof and shall comply with each of the rules pertaining to Tenants. The Resident may be required to submit a security deposit prior to any move-in or move-out.

Bulky Item

E 02. A bulky item shall consist of any furniture, appliance, equipment, household effects, construction materials or any other kind of goods, materials, chattels or items of any nature or kind which exceed 1 metre (39 inches) in height, length or width, any item weighing in excess of 45 kilograms (100 pounds), or any liquid, chemical, combustible, explosive, dangerous or hazardous product of any nature or kind, provided that products normally designated for household use in small, sealed containers and quantities are permitted and shall not constitute a bulky item. No combustible, explosive, dangerous or hazardous product of any nature or kind shall be transported through the common elements except with the prior written consent of the Manager and in accordance with all requirements of the Workplace Hazardous Materials Information System (WHMIS) and the *Occupational Health and Safety Act*.

Elevator

E 03. All bulky items shall be transported only in accordance with provisions set out in these Moving and Service Elevator Rules E. All bulky items must be transported only through a designated loading area, move-in room and elevator. No person shall place any bulky item in any elevator other than a designated elevator. Prior to transportation of any bulky item from the move-in room, approved elevator pads must be properly installed by the Corporation's Representatives in the elevator. No bulky item shall be transported through the main lobby of the Corporation. The Occupant shall not permit blockage of any corridor, lobby, elevator or other portions of the common elements by any bulky item, persons or other items. The elevators may not be overloaded. The maximum weight permitted at one time is 1,380 kg (3,000 lbs) in the residential elevators and 1,600 (3,500 lbs) in the estate elevators.

Inspection

E 04. Prior to use of the elevator, the Occupant shall attend with the Manager or one of the Corporation's Representatives at the elevator and upon the other portions of the common elements between the loading area, moving room, elevator and the destination unit, in order to complete an initial Inspection Report in the form attached to and forming part of these Rules as Schedule "E". Immediately upon completion of transportation of the bulky item, the Occupant shall attend with the designated representative of the Corporation to complete a final inspection of the elevator and pertinent portions of the common elements, whereupon they shall complete the final Inspection Report. In the event the Occupant fails to appear

within 30 minutes after completion of transportation of the bulky item, the designated representative of the Corporation may thereafter complete the final Inspection Report and such representative's noted comments shall be deemed to be accurate and binding upon the Occupant.

- Reservation E 05. The elevator is available for use for a move (including bulky items) during the reservation hours of 10:30am to 5:30pm, Monday to Saturday, but shall not be used during any other hours except with the consent of the Manager or supervisor, determined in his or her sole discretion. Moving is not permitted on Sundays or statutory holidays.
- Use of Dolly E 06. The Corporation's luggage cart may be used to move household shopping items and luggage to and from the Resident's automobile to the Resident's unit without requiring use of the elevator for such non-bulky items, subject to prompt return of the luggage cart to its usual location.
- Return Keys E 07. Any Occupant moving out of any unit shall immediately at that time shall have their fobs and transponders de-activated. The fobs and transponders will be re-activated once the new Resident/Owner registers with the Management Office and provides the required documentation.
- No Liability E 08. The Corporation shall not be liable for any items lost, damaged, destroyed or stolen from any of the common elements or for any injury, illness, accident, or death pertaining to use, by the Occupant, delivery persons or others for whom the Occupant is responsible, of the service elevator or other common areas of the Corporation. The Corporation and the Corporation's Representatives shall not be held liable for any loss, damages, expense or costs of any kind pertaining to any delay in availability of the loading area, move-in room, elevator, corridors, facilities or any other common elements or facilities of the Corporation.
- Avoid Damage E 09. Occupants shall ensure that upon completion of delivery of any bulky item, the elevator, loading area, move-in room, lobbies, corridors, floors, walls, ceilings, light fixtures, systems, doors, windows or any other part of the common elements are free of any damage, loss, defect, requirements for cleaning, maintenance, repair or replacement or expense caused by the Occupant or those for whom the Occupant is responsible. Occupants shall ensure that all such areas are left in a clean and broom swept condition, free of any spots, stains or defects of any nature or kind arising from such delivery. All empty boxes, moving cartons and debris shall be removed immediately from the common elements and disposed of in accordance with any of the Garbage Rules set out in Section F. No garbage, refuse or debris shall be left in any common area after a delivery has been completed.
- Damage Liability E 10. Where damage to the loading area, moving room, elevator, hallways, doorways or any other part of the common elements or assets of the Corporation has been caused by the moving of any item into or out of a unit, the party responsible for such damage, the applicable Occupant and the owner of the unit shall each, jointly and severally, be liable to the Corporation for the cost of any required cleaning, litter removal, maintenance and repairs. Any affected area shall be cleaned, repaired or replaced to a first-class quality standard in a good and worker-like manner using first-class quality labour and materials matching existing finishes. Such costs shall be assessed by the Manager promptly following the move and after receipt of any applicable invoices. The Manager's decision in this regard shall be final and binding, subject to appeal to the Board. Such costs shall be deducted from the security deposit and in the event costs exceed the amount of the security deposit, the applicable Occupant and the owner shall reimburse the Corporation for all costs duly

incurred. The Corporation shall be entitled to charge standard hourly rates for the cost of labour of the Corporation's Representatives, together with the cost of materials and the Occupant and owner shall pay the Corporation the cost of labour and materials provided by independent contractors together with an administration charge of fifteen (15%) percent thereof. If the Occupant fails to pay the charges within 30 days after the due date for payment, the total of all such costs and charges, together with legal fees, collection fees and interest shall constitute a common expense which shall be added to the common expenses chargeable against the unit in which the Occupant resides.

- Delivery Vans E 11. All moving vans and delivery vehicles are required to register the following information with the Corporation's Representative prior to any delivery or removal of any item from a unit or the common elements:
- i) driver's name, company and vehicle licence number;
 - ii) name of owner and/or Resident, unit number and building address;
 - iii) arrival and departure time;
 - iv) description of the size and nature of the item delivered or removed;
 - v) height of the moving vehicle (in order to preclude damage to ceiling fixtures).

- Compliance E 12. The Occupant of a unit shall ensure compliance by each Occupant or any other person, firm or corporation responsible for delivery of a bulky item, with all requirements of these Moving and Elevator Rules E, and all other applicable Rules of the Corporation.

F: GARBAGE DISPOSAL

- Disposal F 01. No Occupant shall place, leave or permit to be placed or left in or upon any portion of the common elements (including any exclusive use common elements), or upon municipally or privately-owned lands adjacent to the property, any debris, refuse or garbage ("Garbage"). Occupants shall promptly remove any Garbage from the Occupant's unit, and shall not permit any Garbage to accumulate within the unit for a period longer than one week. Occupants shall directly carry or place garbage in any area designated by the Corporation as a garbage depository, subject to such recycling, sorting or disposal criteria as may be established by the Board or municipality from time to time.
- Hours F 02. Hours for disposing of garbage or recyclables in designated depository areas are between 8:00 a.m. to 10:00 p.m. Monday through Sunday.
- Bag F 03. Garbage shall be securely wrapped and tied in strong plastic bags weighing not more than twelve (12) kilograms (25 pounds) per bag.
- Recyclables F 04. Glass jars/bottles, other forms of glass, aluminium or steel cans, polyethylene, terephthalate (i.e., soft drink) bottles, newsprint, cardboard or any other form of recyclable materials shall be disposed of separately in the appropriate recycling bins as designated by the Board in accordance with all municipal by-laws and requirements. Any potentially leakable recyclable material shall be double-wrapped in leak-proof bags or containers and shall be carried to the appropriate recycling bins. Computers, televisions, electronics and other objects specified by the municipality shall be disposed of at the municipally-designated drop-off centre. Batteries should be disposed of in the designated battery-recycling bin.
- Hazardous F 05. No flammable, combustible, explosive, dangerous or hazardous liquids, chemicals or

materials shall be placed in or around designated depository areas, but shall be disposed of safely and in accordance with the requirements of WHMIS, the *Occupational Health and Safety Act* and the *Environmental Protection Act*, and all applicable procedures, packaging and disposal methods at designated locations.

- Bulky** F 06. The delivery, removal or placement of large or heavy objects which cannot be dismantled (such as used furniture, appliances and other bulky objects) are the sole responsibility of the owner of the items to arrange for the pick-up of such items. The Corporation and the Board shall not be liable for any injury to any person or persons, or for any damage to any property as a result of the delivery, removal or placement of such items.
- Compliance** F 07. Occupants shall comply with any regulations passed by the Board pertaining to requirements for compliance with any legislation, regulation, by-law or edict of any public authority pertaining to source-separation of wastes, recycling and sorting requirements as may be applicable in the municipality from time to time. In order to reduce waste, Occupants are encouraged to reduce, reuse and recycle whenever possible.
- Refrigerators** F 08. No Occupant may dispose of a refrigerator, freezer, air-conditioner or other appliance containing chlorofluorocarbons or related chemicals except after being dismantled, drained of chemicals and tagged by a certified person who has an Ozone Depletion Prevention Card. Only such a certified person may repair or recharge any such leaking appliance. Refrigerator, stove and freezer doors must be removed before disposal. Occupants must dispose of such appliances in accordance with the Moving and Service Elevator Rules referred to in Rules E 01, E 02, E 03, E 04, E 05, E 06, E 07, E 08, E 09, E 10, E 11, and E 12.
- Failure to comply** F 09. Where an Occupant has failed to separate, remove and/or properly dispose of Garbage, the Corporation shall have the option of performing this function at the owner's expense.

G: SAFETY DEVICES

- Maintain Safety Devices** G 01. No Occupant shall disconnect, damage, paint or remove any Safety Device or any portion thereof contained in a unit or upon the common elements. Each Occupant shall diligently and expeditiously maintain and repair in good working condition all Safety Devices located within the boundaries of the unit owned or occupied by such person, unless the Corporation's Declaration specifically requires the Corporation to do so.
- Safety Devices** G 02. Safety Devices shall include any in-suite smoke detector, fire alarm, carbon monoxide detector, heat detector, portable fire extinguishing equipment, voice communication or alarm equipment attached to the Corporation's voice communication life safety system, a front door entry communications system, window latch, high pressure washing machine hose, plumbing system, dryer vent, fan coil heating/air conditioning or ventilating equipment, filters, any electrical, gas or oil-fueled appliance, equipment or device and any other system, facility or component designated as a Safety Device by the Board from time to time.
- Maintenance and Repair** G 03. The Occupant shall inspect and test all Safety Devices at least semi-annually, and when necessary shall maintain, repair and replace all such Safety Devices. The Occupant shall replace any batteries or malfunctioning parts at least semi-annually with the appropriate fully-charged batteries, or at such earlier time as may be required to render any Safety

Device fully operational at all times and safe from any potential health, safety or security hazard, loss, damage or harm which may be caused to any person or property. Semi-annual inspections and battery replacements can typically be diarized on the dates established for the change to daylight-savings and standard time.

- Indemnification G 04. The owner shall indemnify the Corporation and its representatives and save them harmless with respect to any claim, action, proceedings, damages, damage, loss, injury, accident, death, costs, fine or penalty claimed by any person, firm, corporation or public authority, whether arising pursuant to the *Fire Code*, *Building Code*, municipal Property Standards By-law, any other legislation, regulation, by-law, public edict or otherwise as a result of the Occupant's failure to comply with any such requirement.
- Inspection G 05. The Corporation shall have the right, but not the obligation, to undertake the inspection, maintenance, repair or replacement of any Safety Device or other component (whether with respect to an individual unit or on a building-wide basis) for which any one or more owners may be responsible or for which the Corporation may be held liable, located in any unit or upon a portion of the common elements which one or more owners have a duty to maintain or repair, where the owner fails to carry out such obligation within a reasonable time, as required by the Act.
- Access G 06. The Corporation's Representative(s) shall be entitled to enter any unit upon reasonable prior notice to the Resident in order to inspect, test, maintain, repair or replace any Safety Device or other component, and in the event the Occupant has failed to maintain any Safety Device or component in the appropriate condition, the Corporation's Representative(s) shall be entitled to do so at or after the time of entry in order to preserve the health, safety or security of any person and to prevent any hazard, loss, damage or harm which may be caused to any person or property.
- Cost G 07. All costs of any inspection, maintenance, repair or replacement of a Safety Device which an owner fails to attend to after reasonable notice from the Corporation shall be borne by the unit owner as a common expense contribution, in accordance with the Act. If the Board in its sole discretion passes a resolution to undertake any such inspection, maintenance, repair or replacement on a building-wide basis as a duty of the Corporation to protect its Occupants and property, such cost shall become a common expense of the Corporation.
- Liability G 08. Owners of units shall remain liable to carry out their obligations to maintain and/or repair their units in accordance with the provision set out in the Corporation's Declaration. Any maintenance or repair of a Safety Device undertaken by the Corporation shall not create a precedent or give rise to a claim by any Occupant of waiver, acquiescence, delay, estoppel, detrimental reliance or discrimination, nor obligate the Corporation to do so thereafter or in any other case, nor shall the Corporation be held liable for any direct, indirect or consequential loss, damage, expense or cost occasioned by undertaking any such work, unless the Corporation or the Corporation's Representative(s) were grossly negligent in doing so.

H: FIRE SAFETY

- Fire Procedures H 01. All Occupants shall comply with the Emergency Fire Procedures more particularly set out in Schedule "F" attached hereto as may be amended from time to time.
- Risk Prevention H 02. No Occupant shall do or permit anything to be done, or bring or keep anything in any unit

or on or around any of the common elements, which will in any way:

- a) increase the risk of fire;
- b) increase the rate of fire insurance on any building or on the property kept therein or conflict with any insurance policy carried by the Corporation or by any Occupant;
- c) conflict with any law, regulation or by-law relating to fire prevention, fire safety, requirements of the municipal Fire Department, the Ontario *Fire Code* or rules or ordinances of the Board of Health;

- Lint Traps H 03. As a fire prevention measure, each Occupant shall remove any visible and accessible lint and other debris accumulating in the front and rear lint traps in any laundry drying machine on a regular basis, including dismantling and cleaning of the laundry dryer and the rear laundry dryer duct at least once every three years, by contracting a qualified service person to do so, failing which, the Corporation shall be entitled, but not obligated, to hire a qualified service person to do so at the cost of the owner, which cost shall be added to the common expenses applicable to the owner's unit and may be collected in accordance with the lien provisions set out in the Act.
- Disconnect Device H 04. Disconnecting or painting ensuite fire alarm(s), smoke detectors, carbon monoxide detectors, fire prevention equipment, annunciation speakers, window latches, automatic door closers or any other safety devices designed by the Board from time to time, is strictly prohibited and subject to fines pursuant to the *Fire Code*.
- Fire Devices H 05. Occupants shall carefully monitor any cooking or heating device when in use and should refrain from smoking when sleepy, to avoid chesterfield and bed fires (the most common cause of death by smoke and fire). Occupants are encouraged to annually inspect and re-charge a general-purpose fire extinguisher (designated ABC) located in a handy location within the unit known to all Occupants.

I: MAINTENANCE, REPAIRS AND ALTERATIONS

- Maintain Unit I 01. Each owner shall maintain his or her unit, the building standard improvements contained therein, all improvements and betterments made or acquired by an owner and the Occupant's contents, all at his or her own expense. The unit and standard unit improvements shall be maintained by the owner in a state of good maintenance and repair according to the original building-standard applicable to all components thereof.
- Repairs
After Damage I 02. In the event an owner is required to repair his/her unit after damage, the owner shall repair after damage the unit and all improvements and betterments made or acquired by an owner, and the Occupant may replace or repair after damage the Occupant's contents, all at his, her or their own expense. Owners and tenants are urged to obtain a comprehensive condominium unit owner's or tenant's insurance policy to provide various types of insurance not covered by the Corporation's insurance policy, as referred to in Rule M 01. Owners can be held liable to pay the Corporation's insurance deductible amount applicable to damage emanating from within the unit, as specified in the Act and subject to any applicable insurance deductible provision contained in any by-law of the Corporation.
- Damage I 03. Subject to any superseding provisions contained in the Act or the Corporation's Declaration or By-laws, each owner shall be responsible for all damage to any and all other units and to the common elements which are caused by the failure of the owner to maintain and repair

his or her unit or which are caused by the negligence or wilful misconduct of its Occupants, save and except any such damage to any units and common elements to the extent the cost of required repairs may be recovered under any policy of insurance held by the Corporation. The owner shall be responsible to repair after damage all improvements and betterments made or acquired by an Occupant, as well as the Occupant's contents, all at the Occupant's own expense. Each owner and tenant is urged to obtain appropriate insurance as referred to in Rule M 01.

Corporation
Repairs Unit

- I 04. The Corporation shall undertake any maintenance and make any repairs that an owner is obligated to make pursuant to criteria set out in the Act or the Corporation's Declaration and which maintenance or repairs he or she does not make within a reasonable time. In such event, an owner shall be deemed to have consented to having repairs done to his or her unit by the Corporation and the owner shall reimburse the Corporation in full for the costs of such repairs, including any and all legal or collection costs incurred by the Corporation in order to collect such costs, and all such sums of money shall bear interest at the rate set out in the Corporation's By-laws or at such other rate as the Board may, by resolution from time to time, approve. The Corporation may collect all such sums of money in such instalments at the Board's discretion, which instalments shall be added to monthly contributions toward the common expenses of such owner, after receipt of a notice from the Corporation establishing a due date for payment with respect thereto. All such payments are deemed to be additional contributions toward to the owner's common expenses and shall be recoverable as such.

Partitioning

- I 05. No portion of any residential unit shall be partitioned or divided, nor shall any structural change be made to any of the structures of a unit nor shall any maintenance, repair, alteration, addition or improvement be made to any component of the common elements in any manner without the prior written consent of the Corporation and in compliance with all requirements of the Act, *Building Code*, *Fire Code* and all other legislation and municipal by-laws or standards, and the Declaration, By-laws and Rules of the Corporation, provided that owners shall be entitled to undertake non-structural renovations, maintenance and repair of their units, and improvements and betterments of a decorative nature, without the Board's prior written consent, but subject to compliance with the Corporation's Renovation Form, the requirements of Rule C 10 pertaining to Construction Renovation Work and any of the applicable Rules set out in Section I: MAINTENANCE, REPAIRS AND ALTERATIONS, Section J: ELECTRICAL and Section K: PLUMBING, in any of which events, the Manager's prior approval of the Corporation's Renovation Form shall be required.

Alterations

- I 06. No Occupant shall, without the prior written consent of the Board and subject to the provisions contained in the Corporation's Permission to Renovate Form (as may be amended from time to time), make or permit any addition, alteration, improvement, refurbishment or structural change in or to his or her unit or upon any common elements which involves a connection, installation, alteration, addition or change to or penetration of any common element component, facility, equipment or utility (including the removal and installation of a toilet, bathtub, washbasin, sink, heating, air-conditioning, plumbing or electrical installation contained in or forming part of his or her unit); or alter the design or colour or any item on the exterior of his or her unit; or install any item upon the common elements or make any change to the common elements or an installation upon the common elements; or maintain, decorate, alter, repair, replace or place any item or install any structure upon any part of the common elements. Any such alteration affecting the common elements or any component, facility, system, equipment or utility contained therein, shall

require the unit owner to execute a form of Owner's Alteration Agreement subject to approval of the Board of the provisions contained therein, at the expense of the owner, subject to registration of the Owner's Alteration Agreement on title to the unit, in accordance with the provisions set out in s. 98 of the Act. Notwithstanding the foregoing requirements to obtain Board permission for such additions, alterations, improvements, refurbishments or structural changes, owners are entitled, without obtaining Board permission, to decorate and are required to maintain the owner's unit and to undertake maintenance of those parts of the common elements which the owner has the duty to maintain, or as permitted by any specific Rule, or subject to any Board-approved standardized Specifications with respect to any specific addition, alteration, improvement, refurbishment or structural change, without the prior consent in writing of the Board. In cases where the Board's prior written consent is required, the Board may attach any reasonable condition to its consent, or the Board may, in its discretion, withhold its consent. See also Rules C 08 and C 09.

- Upgrades I 07. Board approval for alterations which are clearly an upgrading or improvement to the unit shall not be unreasonably withheld, provided that the nature of the work, construction specifications and working drawings are submitted to the Board for approval, any trade person(s) engaged to do such work is identified with full contact information and certified by the appropriate provincial authority or is otherwise qualified and the work will be undertaken in accordance with all applicable rules subject to any reasonable conditions and specifications required by the Board.

J: ELECTRICAL

- Overloading J 01. Occupants shall not overload existing electrical circuits. The building electrical systems shall be used in accordance with all laws, regulations, codes and standards applicable from time to time.
- CSA Appliances J 02. Each electrical appliance or equipment used in any unit shall be approved by the Canadian Standards Association or an equivalent standards approval authority, shall comply with all applicable laws, regulations, codes and standards and shall be operated and maintained in a good and safe operating condition in accordance with the requirements of its manual and specifications. Three-pronged plugs and outlets shall be used where required. Electrical circuits shall not be overloaded with appliances totalling more than 1500 watts per circuit. Appliances and equipment must be turned off when not in use.
- Alterations J 03. No electrical alterations, additions or installations within any unit, or within any partition, shared wall, or any other portion of the common elements, shall be made without submitting the required Renovation Form and obtaining the prior written approval of the Board or the Manager.
- Repairs J 04. Ensuite electrical repairs must be done and certified by a qualified electrician and at the expense of the unit owner. Common element electrical repairs must be done by the Corporation's electrician. Any changes or additions to electrical wiring require a permit from the Ontario Electrical Safety Authority, which must be secured by the electrician. The owner shall arrange for the required inspections to be undertaken by this Authority before and after work is completed, and a copy of the approval certificate shall be delivered to the Manager.

- Conserve Energy J 05. Occupants shall conserve electrical energy when feasible in order to reduce common expenses. When practicable, Occupants are encouraged to use heavy-load appliances such as washers, dryers, dishwashers, air conditioners and cooking appliances during off-peak hours to reduce peak-load electricity charges. Occupants shall turn off lights and appliances not in use, minimize consumption of heat, electricity and water, keep windows closed when ventilation is not required or while the air conditioning is on, minimize air conditioner use, reduce excess humidity and adjust thermostats to minimize energy consumption when going to sleep or when the unit is vacant. To reduce common expenses, it is recommended that air conditioner controls be set no lower than 25°C and heating controls be set no higher than 22°C. Occupants shall not obstruct, alter, or in any way impair the efficient operation of the building's heating, air conditioning and ventilation systems by placing furniture or other objects where they would interfere with air flow and by keeping corridor doors closed.

K: PLUMBING

- Proper Use K 01. Toilets, sinks, and other water apparatus shall not be used for purposes other than those for which they were intended. Without limiting the generality of the foregoing, no sweepings, garbage, grease, cooking oil, refuse, debris, medication, paint, solvents, hazardous chemicals or products, hygiene products, excess toilet paper, cigar or cigarette butts, rubbish, rags or other substances or refuse materials shall be disposed of in toilets or any other drainage system or apparatus. High-pressure toilets and garburators are prohibited.
- Repair Costs K 02. Repair costs arising from any damage to toilets or any other water apparatus or drainage system as a result of misuse, or from unreasonable use, shall be borne by the Occupant.
- Flooding K 03. Owners and tenants shall be jointly and severally liable for the cost of rectifying flooding, fire, smoke or any other damage originating in the unit up to the amount of the Corporation's insurance deductible, subject to the provisions of the Act and any by-law of the Corporation. Occupants shall prevent flooding arising from plumbing failures or water overflows from bathtubs, toilets, sinks, washing machines, dishwashers, hoses, pipes, taps, valves and other plumbing components within a unit.
- Alterations K 04. No plumbing alterations within any unit, or within any partitions, load-bearing or shared wall, or any other portion of the common elements, shall be made without the prior written approval of the Board and shall be approved and performed in accordance with the Act and all other applicable laws and standards.
- Hoses K 05. Occupants shall use only the cladded, high-pressure hoses with metal couplings approved by the Corporation to connect dishwashers and washing machines to the Corporation's plumbing system. All appliances connected to the Corporation's plumbing system must be equipped with 125 PSI pressure-rated hoses and all connections must be securely affixed. Occupants must inspect hoses and valves at least annually and replace any worn hose when necessary.
- Taps K 06. Occupants shall be responsible for the repair and replacement of any dripping taps, using proper procedures and with the appropriate washers and replacement components to avoid unnecessary consumption of water. When replacing washers or other tap components, the supply valve must first be turned off. Valves and water pipes shall only be replaced by a qualified plumber.
- Conserve Water K 07. Water shall not be left running unless in actual use.

L: PARKING

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| Fire Route | L 01. Parking on any fire route at any time is forbidden by law. |
| Prohibited Areas | L 02. Parking is prohibited in or upon entrance ways, driveways, sidewalks, delivery and service parking areas, and any other parts of the common elements except those areas designated for parking by Occupants, visitors or Guests. |
| Blocking | L 03. No motor vehicle ("vehicle") shall stand or be parked or stopped on any portion of the common elements so as to block access to any roadway, path, fire access route, door, any installation upon the common elements, and other vehicles or persons in such a manner as might hinder snow plowing or cleaning of the roadways and sidewalks. |
| Signs | L 04. Each Occupant, driver or owner of a vehicle shall fully comply with all posted signs, directions, speed limits and Rules pertaining to driving or parking on the common elements. |
| Speed | L 05. No vehicle shall be driven on the common elements at a speed in excess of fifteen (15) km/hr (nine (9) mph), or such other speed limit as may be posted. |
| Driveway | L 06. No vehicle shall be driven on the common elements except on a driveway. |
| Stopping | L 07. Vehicles without a driver, stopped or standing on a driveway are deemed to be parked and are subject to ticketing and towing. Stopping on a driveway is permitted for a period of not more than 5 minutes, provided the vehicle is attended by the driver and access by other vehicles is not thereby prevented, only to: <ul style="list-style-type: none">i) drop off or pick up passengers;ii) drop off parcels, shopping, food deliveries, etc.;iii) use the intercom phone system. |
| Handicapped | L 08. The driver of a vehicle who drops off an elderly/handicapped/incapacitated person who requires assistance to a unit, may assist him or her, provided the vehicle does not block access by other vehicles, and the driver returns immediately to remove the vehicle from the driveway. |
| Repairs | L 09. No repairs shall be made to a vehicle either in a parking space or on the common elements, other than such repairs as are necessary to permit towing of the vehicle to a service station or other location off the common elements. A vehicle which has been abandoned or is derelict or is unlicensed or incapable of moving under its own power shall not be parked on the common elements or any parking space and will be subject to removal at the discretion of the Manager. |
| Garbage | L 10. Residue from the cleaning of the interior of a vehicle, such as ashtray debris or garbage must be disposed of in appropriate garbage containers and not elsewhere. |
| Removal | L 11. The Corporation may require the owner or driver of any vehicle, conveyance, structure or object parked, placed, stored, located or kept on the common elements in breach of a Rule to remove it forthwith. In the event it is found on the common elements one (1) hour or more (or immediately if it is blocking access to any roadway, path, fire access route or door) |

after written notice thereof has been given to the owner or driver or after the Corporation has placed a written notice underneath the windshield wipers or upon the object, the Corporation may arrange for the vehicle or object to be ticketed, tagged, towed or removed from the common elements and impounded or stored at the owner's expense.

Garage
Maintenance

- L 12. Vehicles shall be removed by the owner thereof, or by the owner or lessee of a designated parking space, from any part of the underground parking garage or any other parking space during periods of maintenance, cleaning or repairs, upon at least 24 hours prior notice given by the Corporation.

Towing

- L 13. Any vehicle or object found to be in contravention of any of the Parking Rules may be ticketed, tagged and/or towed from its location, including any designated parking space, by a parking control officer, municipal police officer, or any of the Corporation's Representatives or any other agent authorized by the Corporation, and such vehicle or object may be moved to an alternate parking space, other location upon the common elements or to an impound lot, whereupon the vehicle owner shall be responsible for all fines, costs and expenses pursuant to any municipal by-law, agreement, rule or regulation arising with respect to the costs of removal, impounding, storage and disposal of the vehicle or object, including, but not limited to, full legal costs.

Indemnity

- L 14. Neither the Corporation nor the Corporation's Representatives, a parking control officer, police officer, tow truck operator, pound operator, agent or authorized person involved in ticketing, tagging, towing, storing and/or dealing with a vehicle or object shall be liable for any loss or damage howsoever caused to the vehicle or object and any property contained therein or for any cost, expense or damages suffered by the owner of the vehicle or object or by any other person arising as a result thereof, and each owner of a vehicle or object who is in breach of any of the Parking Rules hereby releases and indemnifies such persons accordingly.

Derelict

- L 15. No person shall place, park or permit to be placed, or parked upon the common elements or in a parking unit any vehicle or object which, in the opinion of the Board or Manager, may pose a safety or security risk, remains unattended for a prolonged period of time, has a deteriorated physical condition, poor state of repair or unsightly appearance or constitutes a potential risk of damage to the property. Upon 72 hours written notice from the Board, or forthwith in the event of a potential emergency, the owner of such vehicle or object shall either remove or attend to the vehicle or object as directed by the Manager, in default of which the vehicle or object may be removed from the property at the expense of the owner. If a vehicle or object is left standing in a parking space or upon the common elements and is unregistered with the Corporation or unlicensed, or if a vehicle or object is parked repeatedly in the parking space of an owner without that owner's permission or approval, the vehicle or object may be ticketed, tagged and/or towed away without notice and at the owner's expense.

Use of Parking

- L 16. Each parking space shall be used only for the purpose of parking a private passenger vehicle. No object or item other than a private passenger vehicle shall be left or stored in any parking space except within an enclosed, private garage. A "private passenger vehicle", is a vehicle that is restricted to a height of seven (7) feet and a length not exceeding twenty (20) feet and includes

- (i) one car, mini-van, or sport utility vehicle; and
- (ii) one motorcycle; and

(iii) a pickup truck no larger than a half-ton pickup truck,

and, irrespective of the vehicle's height or length, specifically excludes a truck larger than a half-ton pickup truck and any tractor trailer, camper van, vehicle with living, sleeping and/or eating facilities, trailer, boat, snowmobile, recreational vehicle, mechanical toboggan, machinery, equipment or any vehicle used exclusively for commercial purposes.

- Parking Space L 17. No portion of a vehicle shall extend beyond the boundaries of its parking space. Only one vehicle shall be parked in each single parking space, and no more than two (2) vehicles may be parked in a parking space designated as a tandem parking space.
- Designated Space L 18. No person(s) other than the owner(s) of the designated residential unit as may be set forth in the Declaration, or a permitted Occupant, may own, lease, park in a parking unit. The Corporation may supply Occupants with parking decals identifying their parking space and require that the Occupants display those permits when parking in their designated space. If required, any such permits shall be visibly displayed on the vehicle windshield.
- Lessee L 19. No person who is not a Resident in a residential unit of the Corporation may lease, rent or use on any regular basis any parking space upon the property.
- Visitor Only L 20. No person shall park a vehicle on any visitor parking space unless that person is a visitor or Guest of an Occupant. Occupants are not permitted to park their vehicles within any visitors' parking space at any time unless directed to do so by the Manager or for garage maintenance purposes. Unauthorized vehicles parked in the visitors parking area are subject to ticketing and/or towing.
- Visitor Parking L 21. Visitors are permitted to park only in areas designated for visitors' parking in accordance with the policy established by the Board from time to time. Visitors are not permitted to park in an Occupant's exclusive use parking space, parking unit or any other area on the common elements.
- First-come L 22. Each visitor parking space is available on a first-come, first-served basis. Visitors' parking is limited to two (2) vehicles for each residential unit at one time and eight (8) visits for each residential unit each calendar month. Once a Resident has exceeded his/her daily or monthly visitor parking allotment, a Visitor will be required to valet park with the Hotel or park off site and the usual parking charges would apply. The maximum period for each visit is 24 hours. The Resident must be present in the building and accessible to arrange for the use of the visitor parking by one of his/her visitors unless there are special circumstances which have been approved in advance on a case by case basis with the Manager.
- Private Garage L 23. The pedestrian and overhead doors to the private garages will be kept closed except when entering and exiting the private garage.
- Bicycles L 24. Bicycles are to be parked only in those areas designated for bicycle parking. Bicycles may not be transported through the lobby and/or elevators. Any Occupant wishing to obtain a bicycle parking space must register his/her bicycle with the management office staff, who will in turn provide a bicycle parking tag and location. Occupants must display these tags on their bicycles when parking in their bicycle parking space. A bicycle may not be chained, stored or parked in any parking space or on any part of the common elements not

specifically designated for bicycle parking. Only one bicycle is allowed per bicycle rack space. Bicycles found chained, stored or parked in contravention of this Rule L 24 will forcibly be removed, impounded at the bicycle owner's expense and disposed of in accordance with Rule C 19 as may be determined by the Board, and neither the Corporation nor any of the Corporation's Representatives shall be liable for any damage, damages or loss with respect to the bicycle as a result.

M: INSURANCE

Insurance

M 01. Subject to such criteria and requirements as may be set out in the Corporation's Declaration, unit owners and tenants are strongly urged to obtain and maintain their own comprehensive all-risk condominium unit owner's insurance policy. The owner's insurance policy shall contain a waiver of subrogation provision which releases any claim against the Corporation, the Corporation's Representatives, other owners and any members of their household (except for vehicle impact, arson and fraud). The owner's insurance policy should best provide full replacement cost insurance coverage with respect to any of the following listed items. Owners should obtain insurance with respect to:

- (i) any additions, alterations, improvements or betterments made by the owner to his/her unit and to any Standard Improvements to the unit or to the common elements, including exclusive use common elements;
- (ii) contents insurance pertaining to furnishings, fixtures, equipment, decorations, art work, clothing, jewelry, furs and other chattels of the owner contained within the unit;
- (iii) the owner's personal property and chattels stored elsewhere on the property, such as in a locker or automobile;
- (iv) loss of use and occupancy of his/her unit in the event of damage and the cost of additional living expenses incurred by an owner if forced to leave his/her dwelling unit as a result of a peril covered by the owner's policy;
- (v) the cost of special assessments levied against an owner's unit by the Corporation, when specified in the policy;
- (vi) contingent insurance, in the event the Corporation's insurance is inadequate;
- (vii) insurance coverage pertaining to any deductible amount for which the owner may become responsible, as referred to in the Corporation's Declaration or By-laws;
- (viii) public liability insurance, covering any liability of the owner or any Resident, tenant, invitee or licensee of such owner's unit, to the extent not covered by the public liability and property damage insurance obtained and maintained by the Corporation;
- (ix) other insurance coverages may be obtained as part of a comprehensive condominium owner's insurance package.

N: PETS

Household Pets

N 01. A "pet" is defined as a dog, a domestic cat, fish, caged bird and only such other particular

animal as may be permitted in the sole discretion of the Board, subject to its prior written consent and such conditions as it may determine. No insect, spider, invertebrate, pest, game animal, farm animal, wild or endangered animal and no other animal except a pet shall be permitted on the common elements or in any unit. No animal shall be kept illegally or contrary to any federal, provincial or municipal law, regulation, by-law or ordinance. No animal which is dangerous or which causes or may cause a nuisance, as determined in the sole discretion of the Board, shall be kept in any unit or upon the common elements.

- | | |
|----------------------------|---|
| Number of Pets | N 02. Each unit shall be permitted to keep no more than two (2) pets not to exceed fifteen (15) kilograms each. The maximum number of caged birds permitted is two. Fish tanks shall contain no more than 227 litres (50 gallons) of water. All dogs and cats must wear collars and current tags at all times with proper identification specifying the name and address of its owner. |
| Registered | N 03. Each Occupant, whether new or existing, shall be responsible to register each pet residing in the Occupant's unit, whether such pet is new or existing, with the Manager. The particulars of such registration are contained in the Corporation's Residents' Information Form referred to in Rule A 01. |
| Care & Control | N 04. Pets and their owners shall comply with all municipal by-law requirements relevant to such pet. Pet owners shall ensure their pets are properly vaccinated and subject to veterinarian examination annually. All cats and dogs shall be neutered or spayed as soon as medically advisable. Occupants of units shall keep their pets in a healthy condition and shall act as a responsible pet owner and shall properly care for their physical and emotional needs. Occupants shall treat their pets humanely and shall provide proper food, water, exercise, housing and care. No person shall breach the <i>Criminal Code</i> provisions prohibiting cruelty or neglect of animals. |
| Training | N 05. Occupants shall properly train their animals to avoid behavioural problems, in accordance with applicable recommendations from the Humane Society or a qualified pet trainer. Owners are obligated to properly train their pet to avoid loud or excessive barking, howling or improper noises, standing against, jumping upon, attacking or biting people, roaming off-leash, or relieving themselves upon the common elements. Pets must always be supervised and controlled upon the common elements and within a unit. The owner of a unit where a pet resides shall ensure that all tenants and Occupants of the unit are aware of their responsibilities with respect to their pet. |
| Noise & Nuisance | N 06. An Occupant whose pet causes a nuisance to one or more other Occupants shall take special measures to train the pet to refrain from doing so. The Board, in its absolute discretion, shall determine whether the ongoing behaviour of a pet constitutes a nuisance, in which case the Board shall have the sole discretion to decide and notify the Occupant whether or not to require removal of such a pet. The Board may impose any requirements or conditions, with respect to training or otherwise. The rights of the Occupant of another unit to quiet enjoyment of his or her unit will supersede any rights of the Occupants of a unit who have failed to control a pet behaving in a manner deemed by the Board to constitute a nuisance. |
| Common Elements
Control | N 07. Pets are not allowed in the common areas inside the building except in order to directly enter and exit the Occupant's unit. No pet shall be allowed to roam the common elements. Each pet must always be under the full care, supervision and control by a responsible person and must always be on a leash (no longer than two (2) meters (six and a half (6.5) feet) in |

length) while on any portion of the common elements. No Occupant shall leave a pet unattended on a balcony, patio, terrace or on any other common area. Pets must be held away from other Occupants, visitors and Guests except with their consent. While on an elevator, all pets shall be leashed and carried or held by a collar or leash. If another Occupant, visitor or Guest is disturbed or distressed by the pet, the person having custody of the pet shall immediately carry, control and remove the pet from an elevator or any other area, giving way to any such Occupant, visitor or Guest.

- | | | |
|-------------------|-------|--|
| Exercise | N 08. | Pets shall not be exercised and shall not relieve themselves in the lobbies, corridors, stairways, footpaths, sidewalks, pavements, balconies, patios, terraces, gardens, landscaped areas or any of the common elements, except in any pet exercise area as may be established by the Board. |
| Scoop | N 09. | The person having custody of the pet shall immediately stoop, scoop and clean up after the pet in compliance with municipal by-laws, so that the common areas and the neighbourhood are kept neat and clean and healthy at all times. Soiled litter must be well-wrapped and properly disposed of in a garbage bin. Cat litter shall not be flushed down the toilet. Owners shall promptly sanitize any carpets, under-padding, flooring or other areas which their pet has soiled in a unit or upon the common elements and shall prevent any annoying pet odours from occurring. |
| Damage | N 10. | Occupants shall be liable for any damage to the common elements, units, property, contents or persons caused by their pet or any animal being kept in the Occupant's unit or on the common elements, and shall indemnify the Corporation for any cost, loss, damage, injury or death arising as a result thereof and the cost of cleaning, maintenance, repairs or replacement arising with respect thereto. |
| Evacuation | N 11. | In event of an emergency evacuation of the building, it is the pet owner's responsibility to carry and look after his/her pet and control its actions. The person having custody of a pet shall prevent impediments or distress to other Occupants when evacuating the building in stairwells or otherwise. |
| Visually Impaired | N 12. | Visually-impaired, hearing-impaired or handicapped Occupants who require the assistance of a trained service dog, may be accompanied by a well-behaved service dog on a leash in the common areas. |
| Visitors | N 13. | Subject to Rule N 12, Visitors, Guests, and dog walkers are not permitted at any time and for any length of time to bring pets onto the common elements or into the units of the Corporation. |
| Breeding | N 14. | No breeding for sale of any species of animal shall be carried on in any unit or upon the common elements. |
| Removal | N 15. | When the Board has made a determination that a pet must be removed from the common elements and the unit in which it resides, the Board shall give written notice to the applicable owner of the pet requiring removal of the pet. The owner of the pet shall permanently remove it from the unit and the common elements and the pet owner shall find an alternate good home for the pet within two (2) weeks after the Board has given written notice requiring removal of the pet. An animal deemed by the Board to be dangerous or a health risk to others shall be removed from the common elements forthwith and shall be removed from the unit in which the pet resides within 24 hours thereafter, or at such later date as the Board may specifically permit in writing, subject to such safety conditions as |

may be imposed by the Board.

15 kg.

- N 16. No Occupant may acquire or bring into any unit or upon the common elements any pet weighing in excess of fifteen (15) kilograms (33 pounds). Within 30 days of the Board's written request at any time, the owner of a pet shall provide a certificate signed by a veterinarian certifying the exact weight of the pet.

O: ENFORCEMENT

Enforcement

- O 01. The Board, acting reasonably will enforce the provisions of the Act, the Declaration, By-laws and Rules of the Corporation.

Indemnification

- O 02. Occupants shall indemnify, save harmless and release the Corporation, the Corporation's Representatives and other Occupants of and from any "Claim", including, without restriction, any loss, liability, penalty, fine, suit, action, cause of action, proceedings, injury, incident, illness, death, demand, damage, damages, expenses, legal costs on a full indemnity basis, and any such or any other claim of any nature or kind arising from or pertaining to breach by the Occupant or those for whom the Occupant is responsible of any provision contained in the Corporation's Declaration, By-laws or Rules, the Act or any other law, regulation, by-law, ordinance, or any other legal or regulatory obligation. The amount of any such Claim shall be borne and/or paid for in full by the owner and/or tenant thereof jointly and severally and may be recovered by the Corporation from either or both of them. By forewarning Occupants of these remedies, it is hoped that a congenial life style can be assured in our home environment and that Occupants can avoid incurring enforcement expenses.

Mediation &
Arbitration

- O 03. In the event an Occupant fails or refuses to comply with any provision contained in the Act or contained in the Corporation's Declaration, By-laws or Rules within the time referred to in a compliance demand letter forwarded by the Corporation or its solicitor to such Occupant, the Corporation shall be entitled to enforce compliance with any such provision by the owner and/or tenant of the unit in breach of any such provision, either pursuant to a dispute resolution process, mediation, arbitration or court-ordered compliance, or pursuant to any other legal remedy available to or required to be used by the parties, subject to compliance, when required, with any dispute resolution, mediation and arbitration provisions set out in a by-law of the Corporation or as agreed by the parties. In the event of non-compliance with a provision contained in the Act or in the Corporation's Declaration, By-laws or Rules, the owner and/or tenant of an applicable unit shall jointly and severally, fully reimburse the Corporation for the Corporation's solicitor's legal fees at the solicitor's standard hourly rate pertaining to the Corporation's demand compliance letter, and for all losses, damage, monetary damages, expenses, legal costs on a full indemnity basis, interest at the rate of eighteen (18%) percent per annum compounded monthly, any fine as may be permitted by law, and any other Claim incurred by the Corporation. The Corporation shall be entitled to register a lien against the owner's unit when permitted by the Act, the Court or the Arbitrator in the event the owner and/or tenant fail to reimburse the Corporation for any such amounts within 30 days after written demand for payment.

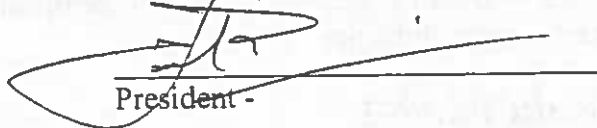
P: REPEAL AND ENACTMENT

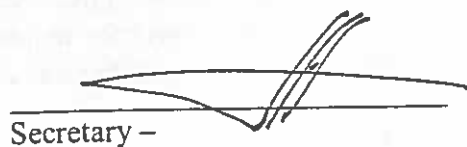
Repeal &
Enactment

- P 01. The Board hereby repeals all other rules of the Corporation in force prior hereto and

substitutes each of the superseding Rules set out herein, effective as of the date these Rules of the Corporation come into full force and effect.

SIGNED on behalf of the Board of Directors of the Corporation on this 24th day of March, 2016.


President -


Secretary -

Effective Date: April 15, 2016

Schedule "A"
RESIDENT'S INFORMATION FORM

DATE: UNIT:

OWNER NAME(S):

OWNER MAILING ADDRESS:

CITY

POSTAL CODE

OWNER CONTACT: HOME: () BUS: () CELL: ()

EMAIL:

NAME OF ALL OTHER RESIDENTS:

RESIDENT CHILDREN UNDER AGE 18:

NAME:

AGE:

TENANT NAME(S):

TENANT CONTACT: HOME: () BUS: () CELL: ()

EMAIL:

DO YOU OWN A LOCKER: NO: YES: LOCKER #

PET SPECIES: NAME: NUMBER WEIGHT

VEHICLE: MAKE, MODEL AND YEAR:

VEHICLE LIC. PLATE:

PARKING ACCESS CARD#:

Any access card number not provided will be removed from the system and assumed lost. The card number is printed on the card.

MEDICAL CONDITIONS, IF APPLICABLE, OF RESIDENT FOR EMERGENCY PURPOSES:

RESIDENT EMERGENCY CONTACT:

NAME:

ADDRESS:

TELEPHONE: HOME: ()

BUS: ()

CELL: ()

EMAIL:

***** PLEASE KEEP US INFORMED OF ANY CHANGES *****

Schedule "B"
Tenant's Acknowledgment

TO: Toronto Standard Condominium Corporation No. 2258
Attention: Manager

I acknowledge and agree that I, the members of my household, all Residents in the unit and our Guests from time to time, will, in using the unit rented by me and the common elements, comply with the *Condominium Act*, the Declaration, the By-laws, and all Rules and regulations of the Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were an owner, except for the payment of common expenses, unless otherwise provided by the *Condominium Act*.

I acknowledge that I have received from the unit owner a complete copy of the Declaration, By-laws and Rules of the Corporation and I have required all Residents in the unit rented by me to carefully review and comply with all of the provisions contained therein.

Dated this day of, 2.....

.....
Tenant Signature

Print Name:

Home Phone No. Cell Phone No.

Email Fax

Dated this day of, 2.....

.....
Tenant Signature

Print Name:

Home Phone No. Cell Phone No.

Email Fax

Schedule "D"
Moving Agreement

Occupant Name(s): _____

Unit: _____

Moving Date: _____

Moving In: ☐

Moving Out: ☐

Moving Time: _____

Elevator Required: Yes ☐ No ☐

Security Deposit Received: ☐

I/We acknowledge that any damage whatsoever to the common elements, arising from the move, will result in the loss of the Security Deposit Amount identified above.

I/We acknowledge that I/we have read, understood and agreed to the provisions identified in Rule E ("Moving and Service Elevator") of the Corporation=s Rules.

Date: _____

Date: _____

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Schedule "E"
Service Elevator Inspection Report

Occupant Name(s): _____ Unit # _____

Moving Date: _____ Moving In: ☐ Moving Out: ☐
Moving Company: Yes ☐ Name: _____ No ☐

PRE-MOVE INSPECTION

Pre-Move Inspection Date:: _____ Time: _____

Pre-Move Inspection Report:

- (a) No defects to report before move ☐; or
(b) The following defects to the Service Elevator were noted prior to the move:

I/We acknowledge that I/We have read and accept the terms identified in the Rule E ("Moving and Service Elevator") of the Corporation's Rules.

I/We acknowledge that the results of the Pre-Move Inspection Report are accurate and binding.

Date: _____ Date: _____

Corporation's Representative - Signature
Print Name: _____

Occupant's Signature
Print Name: _____

POST-MOVE INSPECTION

Post-Move Inspection Date:: _____ Time: _____

Post-Move Inspection Report:

- (a) No defects to report after the move ☐; or
(b) The following defects to the Service Elevator were noted after the move:

I/We acknowledge that I/We have read and accept the terms identified in the Rule E ("Moving and Service Elevator") of the Corporation's Rules.

I/We acknowledge that the results of the Post-Move Inspection Report are accurate and binding.

Date: _____ Date: _____

Corporation's Representative - Signature
Print Name: _____

Occupant's Signature
Print Name: _____

Schedule "F"

Emergency Fire Procedures

ALL OTHER STAFF AND OCCUPANTS

This section applies to all occupants (employees, cleaning staff, concierge and/or general public) who are inside the building during an emergency and are not assigned fire safety responsibilities under this Fire Safety Plan.

Occupant Emergency Procedures

UPON DISCOVERY OF SMOKE OR FIRE:

1. Leave the fire area, taking any persons in the immediate area with you.
2. Close all doors behind you.
3. Sound the fire alarm by activating the nearest manual pull station, if safe to do so.
4. Telephone the Toronto Fire Services by dialing **9-1-1** from a safe location. Never assume that this has been done. Give the correct address of the building (180 University Avenue), location of the fire and your name.
5. Use exit stairwell to evacuate the building. **DO NOT USE ELEVATORS.** Before opening a door, feel the door and doorknob for heat. If not hot, brace yourself against the door and open it carefully. If you see smoke, feel air pressure or a hot draft, close the door quickly and proceed to an alternate exit.
6. **DO NOT** return until it is declared safe to do so by the Toronto Fire Services.

UPON HEARING A SECOND STAGE ALARM (CONTINUOUS BEAT):

1. Proceed to the nearest exit stair and evacuate the building via the designated exit routes, walking in an orderly fashion. **DO NOT USE ELEVATORS.** Follow instructions of Fire Wardens.
2. Before opening a door, feel the door and doorknob for heat. If not hot, brace yourself against the door and open it carefully. If you see smoke, feel air pressure or a hot draft, close the door quickly and proceed to an alternate exit.
3. If there are occupants who are visiting your place of employment who may not be familiar with the Fire Safety Plan and exit routes, assist them in exiting the building.
4. Proceed as instructed to safe areas.
5. **DO NOT** return until it is declared safe to do so by the Toronto Fire Services.
6. Leave the fire area, taking any persons in the immediate area with you.
7. Close all doors behind you.

UPON HEARING A FIRST STAGE ALERT (INTERMITTENT BEAT):

1. Be prepared to evacuate. If desired, occupants can exit the building via the nearest exit stairway. **DO NOT USE ELEVATORS.**
2. Listen to the instructions given over the emergency voice communication system. If the second stage alarm is activated, follow the instruction for a second stage alarm.

IF YOU CANNOT LEAVE YOUR AREA OR HAVE RETURNED TO IT BECAUSE OF FIRE OR HEAVY SMOKE, REMAIN IN THE AREA, AND:

1. Close the door and call Security. State your name, room number and telephone extension. Wait for assistance.
2. Unlock the door for possible entry by fire fighters.
3. If possible, seal all cracks where smoke can get in. A roll of wide masking/duct tape may be useful.
4. Keep low to the floor if smoke enters the area.
5. Move to the most protected area.
6. Listen for instructions or information given by authorized personnel.

Occupants Responsibilities

OCCUPANTS SHALL:

1. Control fire hazards to prevent fires.
2. Do not put burning materials such as cigarettes or ashes into garbage cans.
3. Do not use unsafe electrical appliances, frayed extension cords, over-loaded outlets or lamp wire for permanent wiring.
4. Smoking is not permitted except within the designated areas.
5. Know where the manual pull stations and exits are located.
6. Maintain access to portable extinguishers and other fire protection equipment.
7. Know the Fire Wardens in your area.
8. Ensure that unnecessary electrically powered equipment is shut off at closing time.
9. Call the Toronto Fire Services immediately whenever you need emergency assistance.
10. Know the correct building address – 180 University Avenue.
11. Know the audible fire alarm signals and the procedures established to implement safe evacuation.
12. Report any condition which may be a fire hazard to the Fire Warden for your area.