

CONDOMINIUM CORPORATION NO. 1307

GENERAL RULES AND REGULATIONS

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1. INTRODUCTION

The *Condominium Act, 1998* (the "Act") and the Condominium documentation, which all original owners received, contain a number of Rules and By-laws designed to assist our Corporation to operate in a businesslike manner that is in the best interests of the majority of residents. Your Board of Directors is also authorized by legislation to make, amend or repeal additional Rules for the same purpose, respecting the use of the common elements and units.

All Residents should be very familiar with the Rules, particularly those which establish the "do's and don'ts" that must be followed for the maximum comfort and enjoyment for the majority of Residents.

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

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

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

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

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

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

2. ENFORCEMENT

- 1) These regulations apply to all present and future owners who shall be subject to and shall comply with the provisions of the Act, the Declaration, the By-laws and any other Rules and Regulations of Condominium Corporation No. (the "Corporation").
- 2) In addition to all other means of enforcement available to the Corporation, attention is directed to Section 134 of the Act which provides that a duty imposed by the Act, the Declaration, the By-laws or the Rules (hereinafter referred to as "Documentation") may be enforced by an order of the Court directing the performance of the duty.
- 3) Any and all losses, costs or damages incurred by the Corporation by reason of a breach of any provision in the Documentation of the Corporation in force from time to time, by any Owner, shall be borne and/or paid for by such Owner and may be recovered on a solicitor and client basis by the Corporation against such Owner in the same manner as common expenses or as may be provided in the Condominium Act or in any other lawful manner.

- 4) In addition to any other enforcement proceedings, which may be available to the Board of Directors pursuant to the Condominium Act, the Board may deal with Owners who violate the Documentation as follows:
 - a) the offending Owner shall be notified in writing by the property manager and/or the Board of Directors with respect to the first violation and shall be given 14 days to rectify the violation where applicable, or signify their future willingness to comply with the corporation's Documentation.
 - b) Upon the occurrence of the second violation the Owner shall again be notified in writing by the Property Manager and/or the Board of Directors and shall within two days after receipt of said notice provide a written undertaking to comply with the corporation's Documentation, to the Board of Directors;
 - c) upon the occurrence of the third violation, the Board of Directors may after meeting with the Owner, require the Owner to place a security deposit with the corporation, and said security deposit may be forfeited and considered liquidated damages in the event that any further breaches of the provisions of the corporation's documentation should occur;
 - d) upon the occurrence of any further violation, the Board of Directors may suspend the Owner from further use of the corporation's facilities for a period of time to be determined by the Board of Directors acting reasonably.

3. THE CONCIERGE

- 1) The Concierge has the authority to act on behalf of the Board of Directors to enforce the Rules and Regulations of the Corporation. The Concierge or other security personnel have the right to restrict Owners from using the facilities.
- 2) The Concierge is a security officer of the Corporation and is forbidden to leave the front desk area. Employees of the Corporation who man the desk from time to time shall be deemed to be the acting Concierge.
- 3) The concierge desk is staffed 24 hours per day, seven days per week.
- 4) The Concierge, Property Manager and Superintendent are the only persons authorized to operate the desk controls. Under no circumstance is an Owner permitted to operate the controls.
- 5) The Concierge keeps a book of standing authorizations for deliveries and cleaning staff and/or servants. A suite may not be entered for the purpose of delivering goods or allowing entry of repair and service personnel without a signed authorization document. The Concierge is not permitted to allow unauthorized entries.
- 6) The Concierge keeps a Visitor's Register for visitors who have gained advance written permission from a unit owner to enter the Corporation in the absence of a unit owner. After proper identification has been shown to the Concierge, visitors must enter and sign their names in the register upon entering and leaving the building.

- 7) Small deliveries, if properly wrapped, will be accepted on a resident's behalf by the Concierge. Residents shall not leave personal property with the Concierge.
- 8) The Concierge or the Corporation is not responsible for any delivered goods or personal property that is left in the common areas or with the security staff.
- 9) No cash or c.o.d.'s are to be accepted by the Concierge.
- 10) The concierge desk telephones are to be used only by the staff. A separate phone is provided for brief local calls, for the use of Residents and visitors.
- 11) The Concierge must be notified immediately of any serious malfunctions in the building's common areas or within the suites so that proper entry and follow-up can be made in the logbook.
- 12) No keys from realtors or agents can be accepted by the Concierge.

4. FIRE

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

5. MOVING (See also Tenants)

- 1) No Owner shall move furniture and equipment from one floor to another or in or out of the building except by the elevator designated for such purpose by the Property Manager and only after proper wall protection has been affixed by advance arrangement with the Property Manager.
- 2) Arrangements for using the elevator when moving in or out or from floor to floor must be made a minimum of seventy-two (72) hours in advance with the Property Manager.
- 3) All bookings of the elevator require a One Hundred and Fifty Dollar (\$150.00) security deposit and a non-refundable Two Hundred Dollar (\$200.00) user fee payable when moving into the building, and the Owner/resident must complete the Elevator Reservation Agreement (Schedule "C"). When moving into the building or from floor to floor, the security deposit will be returned if, after inspection, no damage has occurred and an Owner's or Tenant's Information Sheet (Schedules "A" and "B"), respectively, is completed and submitted to the Property Manager. When moving out, the security deposit will be returned if, after inspection, no damage has occurred and when all common element keys, parking decals and any bicycle identification tags, if any, are returned to the Property Manager.
- 4) Moves are restricted to Monday to Saturday, between 8:30 a.m. and 4:30 p.m. No moving shall take place on holidays.
- 5) All furniture must be taken directly from the elevator to the suite or from the suite to the elevator, as applicable. Nothing shall be placed or left, even temporarily, in the hallway.
- 6) Where damage to the elevator or any part of the common elements has been caused by the movers or by the movement of furniture and equipment into or out of a unit, the person whose name is on the Elevator Reservation Agreement and/or the Owner of the suite shall be responsible to the Corporation for the cost of repairing such damage. The cost of repair shall be assessed by the Property Manager as soon as possible after the move, on the basis of quotations. The Corporation may collect any such amount owing as provided in the Condominium Act, the Corporation's Declaration or by any other lawful means.
- 7) All moves must be made through the move-in room. No items can be moved through or stored in the corridor inside the back door. No items of any type are allowed to be moved through the main lobby doors.
- 8) Miscellaneous furniture moves must be prearranged with the Property Manager.
- 9) Owners must ensure that their movers are adequately insured.

6. OWNERS AND TENANTS

- 1) Prior to moving into a unit and concurrent with the booking of an elevator for a move, each Owner or Tenant shall complete the Owner's Information Sheet (Schedule "A") or the Tenant's Information Sheet (Schedule "B") and will subsequently revise it when required. This information is kept totally confidential in a locked filing cabinet and is necessary for the safety and security of the Residents.

- 2) No Owner shall, upon reasonable notice, deny entry to his unit to the Condominium Corporation or any person authorized by the Corporation to perform the objects and duties of the Corporation.
- 3) Upon entering into the lease of a unit, the Owner shall provide:
 - i. the Tenant with a copy of the Declaration, By-laws and Rules;
 - ii. the Owner's new address to the Property Manager;
 - iii. such other information as the Board of Directors may from time to time reasonably require.
- 4) Any Owner of a parking unit(s) who is not a resident in the Condominium Corporation shall use only those areas of the common elements that are necessary for access to and egress from that unit and shall not use any other area of the common elements.

7. PETS

- 1) No pets will be allowed in the Corporation other than those already residing in the building at time of passing of these Rules and Regulations. These pets must not exceed 10 kilos in weight.
- 2) Pets residing in the Corporation at time of passing of these Rules and Regulations must be registered in a Pet Register in the Management Office and current vaccination certificates should be available.
- 3) A "seeing eye" dog is not considered a pet.
- 4) No pets shall be allowed under any circumstances in the public or common areas of the building, except to enter or exit the building. Pets are not allowed in the main lobby area or recreational areas.
- 5) When taking a pet for a walk, Owners shall use the north or rear door to enter and leave the building.
- 6) When transporting the pet from the condominium suite, the Owner shall either carry the pet or hold it on a short leash.
- 7) Pets may not be walked on the grounds, sidewalks or pavements around the building and are not permitted on the grounds except to enter or exit the building.
- 8) Visitors are not permitted to bring pets into the Corporation.
- 9) When animals pollute the grounds and common areas, Residents shall clean after them. If accidents happen inside the building, report this to the concierge so that the area can be properly cleaned.
- 10) Owners are responsible for any damages caused by their pets.
- 11) Pets shall be kept clean and groomed at all times and may not be permitted to create any inconvenience, noise or disturbance or soiling on or about the premises. Paws must be wiped on entering the building.

- 12) No breeding of pets for sale shall be carried on, in or around any unit.
- 13) No pet that is deemed by Property Management, in its absolute discretion, to be a nuisance shall be kept by any Owner of any unit or in any other part of the property. Any Owner that keeps a pet on the property or any part thereof shall, within two weeks of receipt of a written notice from the Board or the Property Manager requesting the removal of such pet, permanently remove such pet from the property.

8. PARKING

- 1) No Owner shall lease or permit his parking unit to be used by anyone but another resident of the Condominium Corporation and must notify the Property Manager prior to same.
- 2) No Owner shall sell or convey his/her parking unit unless it is combined with the sale or conveyance of his/her residential unit.
- 3) All Owners' motor vehicles as defined in the Declaration must have an official parking decal. Any Owner wishing to park a vehicle in a parking unit must first obtain a parking sticker (or decal). A sticker will only be issued upon completion of either the Owner's Information Sheet or the Tenant's Information Sheet and any other related information which the Board of Directors may require from time to time. The sticker or decal must be affixed to the motor vehicle described on the information form, on the lower left (driver's side) of the windshield.
- 4) Every Owner requiring a parking sticker or decal shall re-attend, at times to be specified by the Board of Directors, in order to update information forms and to obtain sticker or decal renewals.
- 5) Any change to the information provided on the form must be reported immediately to the Property Management Office.
- 6) Those authorized shall park only in the parking unit registered for the motor vehicle and only one motor vehicle is to be parked in each parking unit and no resident shall park in a parking unit designated for visitors. All vehicles parked in units other than their own without the permission of the Property Manager shall be tagged and/or towed away.
- 7) Parking units may only be used for motor vehicles as defined in the Declaration.
- 8) Parked motor vehicles must not encroach on driveways or adjacent parking units. No parking is permitted in the main circular driveway.
- 9) No motor vehicle may park on the surface roadways within the property. These roadways are designated fire routes. Any motor vehicle parked on these roadways will be tagged and/or towed away at the Owner's expense and risk.
- 10) Motor vehicles must not exceed ten (10) kms per hour anywhere on the property.
- 11) All motor vehicles in motion in the indoor parking areas must have their headlights on and must not sound horns.
- 12) When driving up or down the ramp, all motor vehicles must stay to the right and follow the parking markers.

- 13) No servicing, vacuuming, washing or repairs shall be made to any motor vehicle on the common elements or in a parking unit, except in such areas designated for that purpose.
- 14) No trailer, camper, recreational vehicle, boat, snowmobile, tires, combustible materials, machinery or equipment or goods of any kind shall be parked, left or placed on any part of the common elements or any parking unit, nor shall any motor vehicle be parked on any part of the common elements other than a designated parking spot.
- 15) No motor vehicle or any other kind of vehicle shall be driven on any part of the common elements other than on a surface roadway, driveway or ramp.
- 16) The Owner of each parking unit shall maintain the unit in a clean and tidy condition including the elimination of oil or grease spills and where such is not done, the Corporation may have the parking unit cleaned and may charge the cost of such cleaning to the unit Owner and collect any amounts owing as may be provided in the Condominium Act, the Declaration or by any other lawful means.
- 17) No Owner shall park or use a motor vehicle in contravention of these Rules. If such should occur, the person is liable to be fined or have the motor vehicle towed away from the property in accordance with city by-laws. In such an event, neither the Corporation, its directors, officers, employees or agents shall be liable whatsoever for any damages, costs or expenses howsoever caused to such motor vehicle or to the Owner or agent thereof.
- 18) No Owner shall place, leave, park or permit to be placed, left or parked in any parking unit any motor vehicle which, in the opinion of the Property Manager or as directed by the Board of Directors, may pose a security or safety risk, either caused by its length or unattended stay, its physical condition or appearance or its potential damage to the property. On seventy-two (72) hours' notice from the Property Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as directed by the Property Manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner.
- 19) The parking units shall be subject to a right-of-access over, along and upon such parking units at all times when necessary in favour of the Corporation, its servants, agents and employees for the purpose of ingress to and egress from mechanical, electrical and service areas and equipment and for garage sweeping and repairs.
- 20) An Owner of a parking unit(s) who is not a resident in the Corporation shall use only those areas of the common elements that are necessary for his/her access to and egress from those units and for the entrance and exit of the Owner's vehicles parked in the parking units and shall not use any other area of the common elements save and except that part of the common elements that will allow such unit owner to attend meetings of the Corporation or if he/she is on the premises for official business to the Corporation.

9. VISITORS

- 1) Visitors are required to use the main entrance.

- 2) Visitors shall identify themselves through the speaker system to the Concierge before entering the building, stating their names and the suite they are visiting. The Concierge will announce the Visitor to the resident, who authorizes entry to the building. Visitors may then proceed.
- 3) No Visitor will be allowed entry without verbal or written permission of a resident.
- 4) Visitors arriving by automobile shall provide the Concierge with their license plate number and identify the name and/or suite number that they are visiting, and shall receive a parking ticket from the Concierge, ~~which they shall hand to the valet who will park their cars.~~ The cars will be parked and retrieved by a valet.
- 5) To retrieve vehicles, Visitors must make the request in person at the Concierge desk and wait for the valet to bring their car from the garage to the front entrance.
- 6) When entry has been gained by advance written permission, in the absence of the Owner, such person must enter and sign his name in and out of the building in the Visitor's Register and also provide proof of identification.
- 7) Visitors are not permitted to bring pets into the Corporation.
- 8) There are 29 ^{where?} designated free parking spaces for VISITORS OF RESIDENTS ONLY; they are not for the use of Residents or non-resident Owners. Non-resident Owners may park in the Visitor parking area only for Board of Directors meetings, or on official business of the Corporation, or whilst a guest of another resident.
- 9) Visitor parking is for a SIX-HOUR limit only and all Visitors that park past 2:00 a.m. must make special arrangements with the Concierge. Permits will be issued for up to three consecutive days only; permits must be prominently displayed in the windshield of the Visitor's automobile. An extension of the three day limit may be permitted at the discretion of the Property Manager. Application for extended parking may be made at the Management Office.
- 10) Visitors that do not abide by parking rules will be subject to having their vehicles tagged and/or towed away at their own risk and expense.
- 11) Visitor parking is restricted to automobiles and motorcycles only. Trailers and trucks are not permitted; however, with the approval of the Concierge, small pick-up trucks with adequate clearance may be permitted.

10. IN-SUITE RENOVATIONS

- 1) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bathtub, washbasin, sink, heating, air-conditioning, plumbing or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided, however, that the provisions of this paragraph shall not require any owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any unit.

- 2) In the interest of preserving and maintaining the common areas of the Corporation, particularly the elevators, carpets and walls, it is required that the owner notify the Property Manager at least one week in advance, in order to provide for necessary precautions. Owners will be responsible for any costs that may ensue to the Corporation or other owners, resulting from such work. The contractor or workmen must remove all debris from the building daily. Owners must ensure that the common elements are kept clean and not damaged.

11. GARBAGE (Refuse)

- 1) Hours of use for the Refuse Room are 8:00 a.m. to 10:00 p.m. only.
- 2) All refuse is to be wrapped in plastic bags, securely tied and pushed down the chute.
- 3) All glass bottles and glass containers must be separated from regular garbage and be placed on the floor of the refuse room.
- 4) All boxes or large articles that cannot be placed down the chute must be taken to the ground floor outside garbage area, through the north exit.
- 5) No flammable materials and/or liquids may be placed down the chute.
- 6) Nothing shall be placed in any garbage chute which may result in the blockage of such chute.

12. NOISE

- 1) Repairs, hammering, drilling, or any other related activity which creates noise or disturbs in any way other Owners will only be permitted between the hours of 9:00 a.m. to 6:00 p.m., Monday through Saturday.
- 2) No Owner shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the Board of Directors or the Property Manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other Owners.
- 3) No noise, caused by an instrument or other device or otherwise which, in the opinion of the Board of Directors or Property Manager may be calculated to disturb the comfort of the other Owners, shall be permitted.
- 4) Radios, record players and such devices shall only be used by Owners in or on the common areas with earphones and at a volume, which no other person can hear.
- 5) No noise is permitted at all between the hours of 9:30 p.m. and 7:30 a.m. any day of the week.

13. COMMON ELEMENTS AND UNITS

- 1) No articles or doormats shall be placed outside the individual doorways in the common element hallways.

- 2) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her unit or adjacent common elements. Owners shall immediately report to the management office any incidents of pests, insects, vermin or rodents. Upon receipt of notice in writing, each Owner shall permit entry to his/her unit for the purpose of conducting pest control operations, including any spraying programs. Each Owner shall prepare the unit in the manner prescribed in the aforesaid notice and shall permit and facilitate entry into the unit by any authorized pest control personnel and shall co-operate in order to carry out the full extent of this rule.
- 3) The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the Owner who has caused such damage.
- 4) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever without the prior written consent of the Board of Directors.
- 5) No awnings or shades shall be erected over and outside of the windows and no reflective or insulating materials or coverings may be placed on any window or door without the prior written consent of the Board of Directors to ensure a uniform external appearance only.
- 6) Nothing shall be thrown out of the windows or doors. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door, or those parts of the common elements over which the Owner has exclusive use. No hanging or drying of clothes is allowed from windows.
- 7) Water shall not be left running unless in actual use.
- 8) No auction or garage sale shall be held in any of the units or on the common elements. No "Open House" is permitted to be held for the sale or lease of a unit.
- 9) Save as otherwise provided or contemplated in the Declaration of the Corporation, the sidewalks, lobby passageways, walkways and driveways used in common by the Owners shall not be obstructed by the Owners or used by them for any purpose other than for ingress and egress to and from their respective units and/or the common elements.
- 10) No television antennae, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit or common element except in connection with a common television cable system supplying service to the entire building or with the permission of the Board of Directors.
- 11) No building, structure or tent shall be erected and no trailer shall be placed, located, kept or maintained on the common elements.
- 12) No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds, nor shall anyone uproot existing plants, hedges, shrubs or trees, nor plant new shrubs, hedges or trees anywhere upon the common elements.
- 13) No portion of a unit (other than the entire unit) shall be partitioned or divided for use as a single-family residence.

- 14) Food and beverage consumption is prohibited in the hall, elevators, stairwells and lobbies.
- 15) Residents are required to wear proper attire (shoes, shirts and bathing suit cover-up's) when using common hallways, entrances or elevators.
- 16) No one shall smoke anywhere on the interior common elements.
- 17) No hanging or drying of clothes is permitted on any balcony.
- 18) No storage of any goods or materials is permitted on any balcony.
- 19) Nothing other than seasonal furniture and seasonal planters is permitted on any balcony.
- 20) No Owner shall permit anything to be done on any balcony, which does or may disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by others.

14. KEYS

- 1) The Corporation shall retain keys to all units.
- 2) No Owner may change or re-key the lock or locks of a unit entry door without providing forthwith, within twenty-four (24) hours, to the Board of Directors or the Property Manager a key to the new or re-keyed lock or locks.
- 3) Purchasers or tenants acquiring a unit must register with the Property Manager prior to moving in and upon completion of an Owner's Information Sheet or a Tenant's Information Sheet and upon sufficient proof that they are entitled to occupy the unit which, in the tenant's case, shall be satisfied by a letter of authority from the Owner, the Property Manager shall release the non-duplicable keys to the common elements, and, if issued by the Condominium Corporation, parking decals and bicycle identification tags, if necessary.

15. BICYCLES

- 1) Bicycle parking and storage are located in the bicycle room on the upper basement level.
- 2) All bicycles being parked must be registered with the Property Management Office and upon registration and the payment of Fifteen Dollars (\$15.00), which sum is to cover the expenses of the Corporation, a bicycle identification tag will be issued and a bicycle parking unit will be allotted. Prior to obtaining a bicycle identification tag, the Resident must complete a current Owner's Information Sheet or Tenant's Information Sheet if required by the Property Manager.
- 3) The bicycle identification tag is Condominium Corporation property and must be returned if no longer required or when the holder ceases to be a Resident of the Condominium Corporation.
- 4) A bicycle identification tag is valid for one year from the date of issue. Thereafter, it may be renewed annually.

- 5) Bicycles must not be stored or parked on any part of the common elements not designated for bicycle storage, including exclusive use common elements such as balconies and patios.
- 6) Any bicycles chained to posts, fences or rails located throughout the common elements or unauthorized bicycles using the bicycle room will be forcibly removed and impounded at the Owner's expense.
- 7) Owners authorized to use the bicycle storage areas designated by the Corporation will provide their own locks.
- 8) The Corporation endeavours to protect the property of the Residents but will not be responsible for any loss or damage howsoever caused to bicycles or attachments.
- 9) For safety reasons, bicycles must not be ridden up or down garage ramps or within the parking garage. Safety practices must be observed at all times.
- 10) Bicycles are not permitted to be taken through the lobby, corridors or elevators or any other part of the common elements.

16. RECREATION FACILITIES - GENERAL REGULATIONS

- 1) Recreation facilities are: the swimming pool, saunas, sun decks, change rooms, exercise room, games room, squash and racquet ball courts and gardens.
- 2) All recreation facilities are used at the Owners' risk. The Board of Directors, agents of the Board of Directors and employees of the Corporation are not responsible for accidents, lost or stolen personal property or any other damages, howsoever caused.
- 3) As there are no medical facilities available in the building, those on medication, with respiratory, heart problems or other physical disabilities are urged to consult a physician before using any of the facilities.
- 4) Recreation facilities are available to Residents daily from 6:00 a.m. to 12:00 midnight.
- 5) Persons using recreation facilities are fully liable for any damages that they or their guests cause. All costs incurred by the Corporation will be recovered from either the individual responsible and/or the unit Owner in accordance with the Rules, the Act and the Declaration.
- 6) Persons shall ensure that their visitors obey the rules and regulations of the Corporation.
- 7) Smoking, drinking and eating are prohibited in the pool, saunas, squash and racquet ball courts, exercise room, change areas and games room and entrances to the courts.
- 8) No one shall use the Recreation facilities while under the influence of alcohol, tranquilizers or other drugs that cause drowsiness or that raise or lower blood pressure.
- 9) A maximum of four guests per suite are permitted at any one time to use all or any of the

recreation facilities. Guests must be accompanied by an adult resident at all times (see Paragraph 11 below).

- 10) Subject to Section 9, Paragraph 19, non-resident Owners are prohibited from using the common elements, including Recreation Facilities. The common elements, including the Recreation Facilities, are for the sole use and enjoyment of the Residents of the Corporation, subject to the temporary use by Visitors as provided for in paragraph 8) above. Unit owners who do not reside in the building and who have leased their units shall be deemed and considered to be non-residents for the purpose of this paragraph.
- 11) Running, boisterous behaviour, yelling and general misconduct are not permitted.
- 12) The minimum age for unaccompanied users of the recreation facilities is 16 years. Anyone under the age of 16 must be accompanied and supervised by a Resident 16 years or older.
- 13) Appropriate attire is to be worn at all times; at least robes and footwear are to be worn when moving to and from the recreation facilities.
- 14) Radios, televisions, video games and tape decks are not allowed in the squash and racquet ball courts, pool area, saunas and change rooms. They may be used on the sun decks with earphones only. They may be used at a low volume in the exercise room and games room with the permission of all others who are using the exercise room and games room.
- 15) Reservations are required for the squash and racquet ball courts, billiard table and ping-pong table. Reservations are for a 60-minute period. You may not book more than one play period per day. However, if facilities are free, you may play more than one period, but only with the approval of the Concierge. If you arrive more than seven minutes late into your reserved time, the Concierge may reassign your reserved period to another resident.

(PLEASE INDICATE WHERE YOU WANT RESERVATIONS TO BE MADE)

- 16) Lockers are provided for those using the recreation facilities. All locks remaining on the lockers after midnight will be removed. (PLEASE INDICATE WHAT YOU WILL DO WITH ITEMS IN THE LOCKERS IF YOU DO REMOVE THE LOCKS)
- 17) The building staff have been authorized to restrict entry to the swimming pool and recreation facilities and to remove any person who fails to comply with the foregoing rules and to record in the log book provided and with the Property Manager any incident of non-compliance with the rules and regulations.
- 18) No more than 50 people are permitted in the pool and deck area at any one time.

17. SWIMMING POOL

(Also see Recreation Facilities: General Regulations, Section 16)

- 1) The swimming pool is used at the Owners' risk. The Board of Directors, agents of the Board of Directors and employees of the Corporation are not responsible for accidents, lost or stolen personal property, or any other damages howsoever caused.
- 2) The swimming pool is normally available daily from 6:00 a.m. to 12:00 midnight.
- 3) All children under 12 years of age must be accompanied in the pool area by an adult resident (GIVE AGE), as the pool is not attended by a certified lifeguard, and to comply with Municipal and Provincial regulations.
- 4) Residents should ensure that children have used washroom facilities prior to swimming.
- 5) Non-toilet trained children are only permitted in the pool if they are wearing leak proof plastic pants.
- 6) Up to four guests per suite are permitted to use the swimming pool facilities at any one time. Guests shall be accompanied by an adult Resident at all times (OVER 16?).
- 7) Proper swimming attire must be worn in the pool. Persons with shoulder-length hair or longer shall wear a bathing cap.
- 8) To ensure everyone's safety and enjoyment, diving, horseplay, running, splashing, spitting, water-spouting and yelling are not permitted in the pool. Scuba diving gear and inflatable toys are not permitted in the pool. Approved therapeutic flotation equipment may be used at the discretion of and with the prior approval of the Board of Directors or its agents.
- 9) The Ontario Department of Health requires that everyone take a thorough soap shower and rinse before entering or re-entering the pool after sunbathing or using the sauna. Building personnel have the authority to enquire and restrict or prohibit the use of the pool if it is determined in their sole discretion that any person has not abided by this rule.
- 10) Persons with skin lesions or communicable diseases may not use the pool.
- 11) Suntan oils must be washed off before entry or re-entry into the swimming pool. Accumulation of suntan oils result in expensive repairs to the filtration equipment and create an unsightly appearance of the pool and could cause infections.
- 12) Neither smoking, nor food and beverage consumption are permitted in the pool area, saunas and change rooms.
- 13) The swimming pool cannot be reserved for private parties.
- 14) No one shall move to or from the swimming pool area through the building except when wearing appropriate attire (robe, slippers or other footwear).
- 15) No more than 50 people are permitted in the pool and deck area at any one time.

18. WHIRLPOOL

(Also see Recreation Facilities: General Regulations, Section 16)

- 1) Pregnant women, young children, elderly persons or persons suffering from heart disease, diabetes or high blood pressure should not enter the whirlpool without prior medical consultation with their doctor.
- 2) No one shall use the whirlpool while under the influence of alcohol, tranquilizers or other drugs that cause drowsiness or that raise or lower blood pressure.
- 3) No one shall use the whirlpool if they are alone.
- 4) Children the age of 12 and under shall not use the whirlpool unless accompanied by a resident who is at least 16 years of age.
- 5) Each person shall enter and exit slowly to and from the whirlpool.
- 6) Each person shall observe reasonable time limits of not more than 10-15 minutes, cool down before returning to the whirlpool; long exposure may result in nausea, dizziness or fainting.
- 7) No one shall bring breakable objects into the whirlpool area.
- 8) Neither smoking, nor food and beverage consumption is permitted in the pool area, saunas and change rooms.

19. SUN DECKS

(Also see Recreation Facilities: General Regulations, Section 16)

- 1) The sun decks are used at the Owners' risk. The Board of Directors, agents of the Board of Directors and employees of the Corporation are not responsible for accidents, lost or stolen personal property, or any other damages howsoever caused.
- 2) Running, yelling, ball throwing or playing, or horseplay are not permitted. The playing of any loud music is not permitted on the sun decks and surrounding area.
- 3) Deck chairs or lounges may not be relocated from the pool or sports lounge to the sun deck area.
- 4) It is forbidden to enter or re-enter the pool from the sun decks without having first taken a shower, using soap.
- 5) No alcoholic beverages, or glass containers shall be permitted on the sun deck.
- 6) The sun deck cannot be reserved for private parties. Residents using the sun deck may be accompanied by up to four guests per suite.
- 7) No one shall smoke outside on the sun deck unless he or she uses an ashtray.

20. SAUNAS

(Also see Recreation Facilities: General Regulations, Section 16)

- 1) The saunas are used at the Owners' risk. The Board of Directors, agents of the Board of Directors and employees of the Corporation are not responsible for accidents, lost or stolen personal property, or any other damages howsoever caused.
- 2) The sauna is designed for dry heat.
- 3) The sauna door shall not be left open.
- 4) Prolonged use of the sauna may be injurious to your health (five minutes is the recommended maximum). It is not recommended that you use the sauna alone.
- 5) Glass containers, food or smoking are not permitted in the sauna.
- 6) No person under 16 years of age is permitted to use the sauna unless accompanied by a resident who is at least 16 years of age.

21. SQUASH COURTS

(Also see Recreation Facilities: General Regulations, Section 16)

- 1) The squash court is used at the Owners' risk. The Board of Directors, agents of the Board of Directors and employees of The Corporation are not responsible for accidents, lost or stolen personal property, or any other damages howsoever caused.
- 2) Residents and their guests shall comply with any rules passed by the Board of Directors pertaining to the use of the squash court.
- 3) The squash court may be used from 6:00 a.m. to 12:00 midnight.
- 4) No one shall use the squash court except with a proper reservation made with the Concierge. Consecutive bookings are not permitted.
- 5) No one under the age of 16 can use the squash courts unless accompanied by a resident who is at least 16 years of age or older.
- 6) No one shall use the courts except when wearing appropriate dress and proper shoes which will not mark or damage the court floors. Most black or blue soles leave skid marks on the wooden court surfaces. Street shoes or running shoes worn outside are not permitted on the courts. Tops with shorts, skirts, or sweat pants shall be worn at all times on the courts. Cut-off pants are not allowed.
- 7) Protective eye guards shall be worn at all times. Suitable eye protection must have a lensed eye protector (prescription or non-prescription) and be made of polycarbonate or industrial safety material. "Open" eyewear is not permitted.
- 8) Only official squash balls and racquets may be used on the court and must be supplied by each player.
- 9) The court is to be used exclusively for the purpose of playing squash.

10) Neither smoking, food nor beverage consumption is permitted in the squash courts.

22. EXERCISE ROOM

(Also see Recreation Facilities: General Regulations, Section 16)

- 1) The exercise room is for the use of residents and their guests only. No person shall use the exercise room except after prior consultation with a physician who should advise that such person may use the exercise room.
- 2) The exercise room is used at the Owners' risk. The Board of Directors, agents of the Board of Directors and employees of the Corporation are not responsible for accidents, injuries, lost or stolen personal property, or any other damages howsoever caused.
- 3) All weight equipment shall be used properly. Owners must not bang the weights as they are cast. Users are reminded that they are responsible for any damages to the equipment and/or the property.
- 4) Proper soft-soled shoes, shorts or sweat pants, and shirts shall be worn at all times. Cut-off pants and bathing suits are not proper attire.
- 5) Children under 16 years of age are not permitted to use the weight equipment.
- 6) Neither smoking, food nor beverage consumption is permitted in the exercise room.

23. BILLIARDS ROOM

(Also see Recreation Facilities: General Regulations, Section 16)

- 1) The billiard room is used at the Owners' risk. The Board of Directors, agents of the Board of Directors and employees of the Corporation are not responsible for accidents, injuries, lost or stolen personal property, or any other damages howsoever caused.
- 2) Residents and their guests shall comply with any rules passed by the Board of Directors pertaining to the use of the billiard room.
- 3) The billiard room may be used from 6:00 a.m. to 11:00 p.m.
- 4) No one shall use the billiard table for a greater period than 60 minutes in any one day, except with the approval of the Concierge.
- 5) No one under the age of 16 can enter the billiard room unless accompanied (attended) by a resident 16 years of age or older.
- 6) Billiard balls are available from the Concierge and receipt of same shall be acknowledged by Resident's signature. Billiard balls must be returned after the 60 minutes allowed use period.

- 7) Billiard players must keep one foot on the floor at all times and use the bridge, thus avoiding damage to the table.
- 8) Proper attire is required in the billiard room; shoes and shirts must be worn at all times, bathing suits and cut-off pants are not permitted.
- 9) Owners are responsible for damage to the billiard room and/or the equipment, including the cost of replacing equipment.
- 10) No food or beverage is allowed in the billiard room.
- 11) No smoking is allowed in the billiard room.

24. TENNIS COURT

(Also see Recreation Facilities: General Regulations, Section 16)

- 1) Residents and their guests use the tennis court at their own risk. The Board of Directors, agents of the Board of Directors and employees of the Odyssey are not responsible for accidents, lost or stolen personal property, or any other damages howsoever caused.
- 2) Residents may sign, in the Security Office, for the use of the court for 60 minutes only. Residents from the same unit, or combination of units, cannot book for two consecutive time slots, but if the court is not in use, these same players may continue after a 10 minute waiting period or until another party comes to the court.
- 3) The key to the tennis court will be issued by Security and must be returned to the Security Office.
- 4) The tennis court may be used from 7:00 a.m. to 9:00 p.m. or when darkness falls.
- 5) No food or beverage is allowed on the court.
- 6) Advance bookings may be made only 3 days in advance.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1307

SHORT TERM LEASING RULE

RULE NO.

Short Term Leasing Rule:

1. This rule supplement already existing provisions (if any) regarding leasing and occupancy, in the Corporation's declaration, by-laws and/or existing rules. Any lease or tenancy of any dwelling unit (as that term is defined by the Corporation's declaration), including sub-leases and sub-tenancies, during any period of 12 consecutive months shall be for a minimum term of at least six months. If such lease or tenancy is terminated, expires or otherwise ends prior to the last day of such 12 consecutive month period, the unit shall not be re-leased, re-rented or otherwise occupied by anyone other than the owner or the owner's immediate family, until the expiry of such 12 consecutive month period.
2. The board may, but is not obligated to permit a re-leasing of the unit where the facts indicate no intention on the part of the owner/tenant to lease or have leased the unit on a short term basis.
3. No unit shall be occupied under a lease, sub-lease, contract or license arrangements for transient or hotel purposes.
4. No roomers or boarders are permitted, **except if living with the resident owner.**
5. The owner of a unit who leases the unit or renews a lease of the unit shall, within 30 days of entering into a lease or renewal, as the case may be,
 - a. Notify the Corporation that the unit is leased;
 - b. Provide the Corporation with:
 - i. The lessee's name, business and home telephone numbers;
 - ii. The owner's address and phone numbers; and
 - iii. A copy of the lease or renewal or, in the alternative, a summary of the lease in the Form 5 prescribed by the Condominium Act, 1998, a copy of which appears on the back of this rule.
 - iv. A copy of the insurance certificate for the unit
 - c. Provide the lessee with a copy of the declaration, by-laws and rules of the Corporation.
6. Should a lease be terminated, the owner shall notify the Corporation in writing of same, within 30 days from the date the lease was terminated.
7. The obligation of an owner set out in paragraph (5) and (6) above, is equally applicable both on the owner and the tenant, where the unit is subleased.

**Passed by the Board of Directors of
Metropolitan Toronto Condominium Corporation No. 1307**

- original signed by the Board of Directors-

This 20th day of November, 2009