

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1575
(the "Corporation")**

RULES AND REGULATIONS

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RULES

The following rules (“**Rules**”) made pursuant to the *Condominium Act, 1998*, S.O. 1998, c. 19, and the regulations made thereunder, as amended, shall be observed by all present and future Owners and any other persons occupying the unit, including, without limitation, family members, household members, Residents, tenants, and by all guests, invitees, licensees and employees. All prior existing rules are repealed.

DEFINITIONS:

1. “**Act**” means the *Condominium Act, 1998*, S.O. 1998, c.19 and all regulations thereunder and any amendments to said Act and regulations and any successor legislation;
2. “**Board of Directors**” or “**Board**” means the board of directors of the Corporation;
3. “**Owner**” means “owner” as defined in the Act;
4. “**Property Manager**” or “**Property Management**” or “**Manager**” or “**Management**” means the individual or company appointed by the Corporation to manage the property and assets of the Corporation, or any agent or employee thereof;
5. “**Resident**” means anyone who is a resident in any residential unit in the Corporation, for any length of time, and includes, but is not limited to, an Owner residing in a unit, tenant, temporary guests or anyone who is permitted to reside in a residential unit for any period of time by the Owner or tenant of the unit.

Unless otherwise specified, the terms used herein shall have ascribed the definitions contained in the Act.

These Rules shall be read with all changes in gender and number required by the context. The headings in these Rules form no part of the Rules and have been inserted for convenience of reference only.

1. GENERAL

- (a) Use of the common elements and units shall be subject to the Rules which the Board may make to promote the safety, security, or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.
- (b) Each Owner and Resident of the Corporation shall be responsible for the acts and/or omissions of their respective family members, tenants, guests, invitees, licencees, customers, employees and agents.
- (c) Any losses, costs or damages incurred by the Corporation (including, without limitation, legal costs) by reason of a breach of the Act, or the Declaration, By-laws and Rules or by reason of any litigation against the Corporation without obtaining a judgment against the Corporation, by any Owner and/or Resident, or by the respective family members, tenants,

guests, invitees, employees or agents of the Owner and/or Resident or any of the foregoing shall be borne and paid for by such Owner of the unit and shall be deemed to be additional contributions towards the common expenses payable by such Owner and shall be recoverable as such.

- (d) No one shall injure, harass, threaten, annoy, or initiate any defamatory, threatening, hateful or discriminatory statement or action, or participate in any illegal activity or harmful conduct toward any Owner, Resident, Board member, Manager, employee of the Corporation or the Manager, or contractor retained by the Corporation. Harassment consists of any verbal or written statement, action, or behaviour which is intimidating, threatening, violent or which causes physical or psychological harm, fear, humiliation or embarrassment, objectively determined on a reasonable basis, including any statement, action or behaviour which a person knows or reasonably ought to know would be unwelcomed and offensive, including, without limitation, any verbal abuse, insulting comment, joke, gesture, conduct or touching or which would constitute workplace harassment or sexual harassment as set out in the *Human Rights Act*.
- (e) No one shall interfere with, hinder or impede the Board or the Manager from carrying out the Corporation's duties and obligations under the Act, the Declaration or By-laws of the Corporation, or any agreement to which the Corporation is a party.

2. QUIET ENJOYMENT

- (a) No one shall create or permit the creation or continuation of any noise, odour or other nuisance which, in the opinion of the Board or the Manager, does or may disturb, annoy or interfere with the comfort or quiet enjoyment of the units or common elements by other Residents. No one shall obstruct or interfere with the rights of any Owner.
- (b) No noise shall be permitted to be transmitted from one unit to another. If the Board determines that any noise is being transmitted to another unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be responsible for all expenses incurred in abating the noise (including reasonable solicitor's fees).
- (c) No animal, which is deemed by the Board, in its sole, absolute and unfettered discretion, to be a nuisance or a danger to the Residents shall be kept in any unit or permitted on the common elements. Any animal which is deemed by the Board to be a nuisance or a danger shall, within two weeks of receipt of written notice from the Board or the Property Manager, be permanently removed from the property.
- (d) No auction sales, private showing, or public events shall be allowed in any unit, or the common elements.
- (e) Firecrackers or other fireworks are not permitted in any unit or on the common elements.
- (f) Any repairs to the units shall be made between the hours of 9:00 am and 6:00 pm.

3. SECURITY

- (a) Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff.
- (b) No duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.
- (c) Under no circumstances shall building access or common element keys be made available to anyone other than an Owner or Resident.
- (d) No visitor may use or have access to the common elements unless accompanied by a Resident. [NTD: Please review below highlights regarding similar rules as there is an inconsistency]
- (e) Building access doors shall not be left unlocked or wedged open for any reason.
- (f) Service elevator availability shall be allocated by the manager in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission and as scheduled by the manager.
- (g) No one shall place, or cause to be placed, additional or alternate locks on the access doors to any unit, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the manager.
- (h) Owners shall supply to the Board the names of all Residents of their residential units and the license number of all motor vehicles that are parked in their parking units.

4. SAFETY

- (a) No storage of any combustible or offensive goods, provisions or materials shall be kept in any of the units or common elements.
- (b) No propane or natural gas tank shall be kept in the units or exclusive use common elements.
- (c) Residents shall not overload existing electrical circuits.
- (d) Water shall not be left running unless in actual use.
- (e) Nothing shall be thrown out of the windows, balconies or the doors of the units.
- (f) No propane fueled barbecues may be used in the units or the common elements [NTD: what about electric or gas fueled barbecues?].
- (g) No one shall do or permit anything to be done in a unit, or bring or keep anything therein which will in any way increase the risk of fire or the insurance premiums on the building, or

on property kept therein, and no one shall do or permit anything to be done in a unit or obstruct or interfere with the rights of other Owners and/or Residents, or in any way injure or annoy them, or conflict with the regulations of the applicable municipal fire department, or with any insurance policy carried by the Corporation or conflict with any of the rules and ordinances of the applicable local board of health, or with any municipal by-law or any provincial or federal statute or regulation.

- (h) Smoking is prohibited in or upon the common elements except in designated outdoor areas, as determined by the Board in its sole and absolute discretion. Without limiting the foregoing, smoking is not permitted in the parking garage.

5. COMMON ELEMENTS

- (a) No one shall harm, mutilate, destroy, alter, or litter the common elements or any of the landscaping work on the property, if any.
- (b) No sign, advertisement, or notice shall be inscribed, painted, affixed, or placed on any part of the inside or outside of the buildings or common elements, whatsoever.
- (c) No nails or screws shall be installed on the unit entry door.
- (d) No weather stripping shall be installed on the inside or outside surface of the unit entry door or door frames.
- (e) No door bells or door knockers shall be installed on the exterior of the unit entry door or door frames.
- (f) No awning, foil paper, or shades shall be erected over, on or outside of the windows or patios, balconies, or terraces without the prior written consent of the Board.
- (g) No television antenna, aerial, satellite dish, tower or similar structure and similar appurtenances thereto shall be erected on or fastened to any unit or to any exclusive use common element appurtenant to a unit, or any other part of the common elements without the prior written consent of the Board.
- (h) No equipment shall be removed from the common elements.
- (i) No outside painting shall be done to the exterior of the units, railings, doors, windows, or any other part of the common elements.
- (j) The passageways and walkways which are part of the common elements shall not be obstructed by anyone or used for any purpose other than for ingress and egress to and from a unit or the common elements.
- (k) Any physical damage to the common elements caused by an Owner or Resident, or his/her family, guests, visitors, servants, or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of the Owner.

- (l) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or any part of the common elements (including exclusive use common elements).
- (m) No building or structure or tent shall be erected, placed, located, kept, or maintained on the common elements and no trailer, either with or without living, sleeping, or eating accommodations shall be placed, located, kept, or maintained on the common elements.
- (n) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner. Should a pet owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two (2) weeks of receipt of written notice from the Board or the Manager requesting removal of such animal, permanently remove such pet from the property.

6. RESIDENTIAL UNITS

- (a) The toilets, sinks, showers, bath tubs, and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The cost of repairing damage to the common elements and other units resulting from misuse or from unusual or unreasonable use shall be borne by the Owner who, or whose tenant, family, guest, visitor, servant, or agent caused it.
- (b) No one shall make any major plumbing, electrical, mechanical, structural, or television cable alteration in or to his unit without the prior consent of the Board.
- (c) No one shall overload existing electrical circuits in his unit and shall not alter in any way the amperage of the existing circuit breakers in his unit.
- (d) Units shall be used only for such purposes as provided for in the Corporation's Declaration and as hereinafter provided. No immoral, improper, offensive, or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules, and regulations of all government regulatory agencies shall be strictly observed.
- (e) No one shall permit an infestation of pests, insects, vermin, or rodents to exist at any time in his unit or the common elements. Owners and/or Residents shall immediately report to the Manager all incidents of pests, insects, vermin, or rodents and all Owners and/or Residents shall fully co-operate with the Manager to provide access to each unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin, or rodents within the buildings.

7. BALCONIES AND EXCLUSIVE USE AREAS

- (a) With respect to balconies, terraces and patios, no one shall:
 - i. hang or dry clothes;
 - ii. install any satellite dish, antenna or other telecommunications equipment (affixed or otherwise), except when authorized by written consent of the Board;

- iii.install any lights (including, but not limited to, seasonal decorations);
 - iv.install any hanging or rail mounted planters;
 - v.store any bicycles, equipment, furniture, goods, materials or other items except for seasonal furniture.
- (b) Only seasonal furniture is allowed on balconies, terraces and patios. All such items shall be safely secured in order to prevent such items from being blown off the balcony, terrace or patio by high winds.
- (c) Nothing shall be placed on the outside of window sills or projections or upon any balcony, terrace or patio railing.
- (d) Balconies, terraces and patios shall not be used for barbecuing.
- (e) No mops, brooms, dusters, rugs or bedding shall be shaken from any balcony, terrace or patio.
- (f) No one shall do or permit anything to be done on a balcony, terrace or patio which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other Residents.
- (g) No one shall install carpet, tile or other floor covering on any balcony, terrace or patio, unless the Owner has received the prior written consent of the Board.
- (h) Pets shall not be permitted to urinate or defecate on balconies and terraces.
- (i) Nothing shall be thrown from the balconies, including, without limitation, cigarette butts and ashes.
- (j) Anyone using water on their balcony or terrace shall ensure the water does not leak on to any other balcony, patio or terrace or other common element.

8. TENANCY OCCUPATION

- (a) No unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the Owner delivers to the Corporation a completed Tenant Information Form in accordance with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgement in accordance with Schedule 2 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself.
- (b) In the event that the Owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of tenancy, and in compliance with the Act, any person or persons intending to reside in the Owner's unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the Owner comply with the within rules and with the Act.

- (c) Within seven (7) days of ceasing to rent the unit (or within seven (7) days of being advised that the tenant has vacated or abandoned the unit, as the case may be), the Owner shall notify the Corporation in writing that the unit is no longer rented.
- (d) The foregoing documentation shall be supplied promptly to and upon request for same by the Corporation.
- (e) No Owner shall allow his tenant to sublet his unit to another tenant.
- (f) The minimum term for an Owner to lease a unit to a tenant shall be no less than 6 months.
- (g) All Owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and all costs of enforcing the Declaration, By-laws, Rules and the Act against their tenants, and any costs incurred to defend unsuccessful litigation commenced by a tenant against the Corporation, and will be assessed and charged therefor in the same manner as common expenses.
- (h) During the period of occupancy of a residential unit by a tenant, the Owner shall have no right of use of any part of the common elements (including the Recreational Facilities and any amenities).
- (i) The Owner shall supply to the Board his current address and telephone number during the period of occupancy by the tenant.
- (j) No hotel, boarding or lodging house, transient use, time-sharing or dormitory use shall be permitted with respect to any unit.

9. ELEVATORS AND MOVING

- (a) Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose (the "service elevator") as permitted by the Board. The service elevator shall be used for the delivery of any goods, services, or home furnishings where the pads to protect the elevators should be installed as determined by the manager or its staff in their sole discretion. The time and date for moving or delivery shall be fixed in advance by arrangement and reservation with the Manager. The reservation shall be for a period not exceeding three (3) hours. An elevator reservation agreement in accordance with Schedule 3 attached hereto shall be signed when reserving the service elevator. [NTD: There is no Schedule 3 attached]
- (b) Except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 9:00 AM - 5:00 PM, Monday - Friday and 10:00am - 6:00pm on Saturdays inclusive and shall not take place on Sundays or statutory holidays.
- (c) A security/damage deposit in such amounts as determined by the Board from time to time, payable to the Corporation by money order or certified cheque shall be given to the Manager when making the reservation and signing the elevator reservation agreement.

- (d) It shall be the responsibility of the Owner or Resident through the person reserving the service elevator to notify the Manager or superintendent and to request an inspection of the service elevator and adjacent common elements immediately prior to using the elevator. Upon the completion of moving into or out of the building or the delivery, the Owner or Resident reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and affected common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the Owner of the unit and the unit reserving the service elevator. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the Manager as soon as possible following the move and the parties responsible shall be advised.
- (e) Owners and/or Residents shall be liable for the full cost of repairs to any damage to the service elevators and any part of the common elements caused by the moving of furniture or equipment into or out of the unit or the delivery of goods, equipment and home furnishings or equipment and/or renovation materials into or out of the unit. The Corporation shall have the right to withhold all or part of the security/damage deposit as it deems necessary for payment of any damages sustained. If the cost of repairs is less than the amount of the security/damage deposit, the balance shall be returned to the Owner and/or Resident who paid the deposit. If the cost of repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of security/damage deposit shall be promptly paid upon receipt of an invoice therefor, failing which, the same may be recovered by the Corporation from the Owner of the unit in the same manner as common expenses.
- (f) During the term of the reservation and while any exterior doors are in an open condition, the Owner and/or Resident reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- (g) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation. All furniture and boxes shall be taken directly from the service elevator to the unit or from the unit to the service elevator. Nothing shall be placed or left in the hallway.
- (h) Upon moving from a unit, the Owner and/or Resident vacating the unit shall surrender all common element access cards/keys/fobs and any garage access devices in his possession to the Manager. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered.
- (i) New Owners, Residents or tenants of a residential unit shall register with the property Manager prior to the move in date at which time arrangements will be made for delivery of the common element access cards/keys/fobs and any garage access devices.
- (j) Bicycles and carts shall not be taken on any elevator.
- (k) Smoking is prohibited in all elevators and all common elements unless otherwise specified.

10. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL

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

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

11. RENOVATIONS

- (a) Renovations shall only be carried out between 9:00am – 5:00pm, Monday – Friday and 10:00am – 6:00 on Saturdays. Renovations are not permitted on Sundays or statutory holidays.
- (b) Owners replacing carpeted areas with hardwood surface flooring, such as, for example and without limitation, hardwood, engineered hardwood, laminates, tile or natural stone, must install an approved sound control underlay that meets or exceeds the criteria set out below. Before installation, the Owner must provide to Management satisfactory proof that the proposed sound underlay meets or exceeds the criteria below:
 - (i) Approved Sound Control Underlay Criteria:
 - (A) Owners must install insulations that have an Impact Insulation Class (IIC) = 72 or higher and Sound Transmission Class (STC) = 66 or higher;
 - (B) will not be affected by moisture, water or humidity changes;
 - (C) will not wick or hold any spilled water, such as fibrous or felted materials, for example;
 - (D) will not compression set, such as products from foam or foam beads, for example;
 - (E) will not support mould or mildew;

- (F) will not harden with age, such as cork, for example;
 - (G) will not release volatile organic compounds, such as formaldehyde, for example.
- (c) Owners must provide a 3" x 3" sample of the insulation to the Manager as part of the approval process. This sample will be filed in the Owner's unit file.
- (d) At the time of the flooring installation, Management or security will inspect the installation and a report will be filed in the unit file. [NTD: this may be a bit onerous and considered unreasonable. Please reconsider]
- (e) No construction material disposal is permitted on the property. The foregoing material must be removed off of the property by the Owner or Resident of the unit at his/her own expense. The Owner or Resident must book the elevator for the removal of construction debris.

12. GARBAGE DISPOSAL

- (a) Loose garbage shall not be deposited in the garbage chute. All garbage must be properly bound, packaged, or bagged to before it is deposited in the garbage chute or placed in the disposal rooms.
- (b) Newspapers and magazines shall be securely bound and deposited in the designated recycling area.
- (c) Recyclable material made out of glass (i.e. bottles and jars) shall not be thrown down the garbage chute, but shall be deposited in the designated recycling areas.
- (d) Items that are too large for the garbage chute shall be stored in such areas as designated by the Board. The manager or such designated person must be called to arrange for the immediate disposal of such items. Such items shall not be left outside the unit or on any common elements (including exclusive use common elements).
- (e) No garbage is to be left on the floor of the disposal rooms. If the garbage chute is disabled (ie. after hours) or is not working, garbage must be returned and stored in the Owner's or Resident's unit until the chute is re-opened.
- (f) Instructions posted in the garbage chute room shall be followed.
- (g) No burning cigarettes, cigars, ashes, or other potential fire hazards shall be thrown down the garbage chute.
- (h) No garbage shall be placed in the garbage chute between the hours of 10:00 pm and 8:00 am.

13. PARKING

For the purpose of these Rules, “**motor vehicle**” means a private passenger automobile, station wagon, compact van, or motorcycle as customarily understood. No motor vehicle parked shall exceed a height of 1.85 meters.

- (a) No vehicles, equipment, or machinery, other than motor vehicles shall be parked or left on any part of the common elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (b) Parking is prohibited in the following areas:
 - (i) fire zones
 - (ii) traffic lanes;
 - (iii) delivery and garbage areas; and
 - (iv) roadways.
- (c) No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on the parking space and the common elements without the express written consent of the Manager or the Board. No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.
- (d) No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery, or equipment of any kind shall be parked on any part of the common elements, nor in any unit other than a designated parking space but which provision shall not apply for the purposes of loading and unloading furniture, or other household effects of the Owners provided that the length of time where such parking is limited shall be no longer than is reasonably necessary to perform the service.
- (e) A parking permit is required with respect to any motor vehicle parked on any area of the common elements designated as a “Guest/Visitor Parking Area” between the hours of 2:00am and 7:00am at all times. The permit shall be an official permit authorized and issued by the Manager, and/or its designated agent. Owners are responsible for obtaining a permit on behalf of their guests/visitors, in advance, from the Manager, and/or its designated agent, during normal business hours. A permit shall not be issued for a period in excess of three (3) days. The permit must be visibly displayed on the left front dashboard.
- (f) All motor vehicles operated by Residents must be registered with the Manager. Owners shall provide to the Manager the license numbers of all motor vehicles driven by Residents of that unit.
- (g) No motor vehicle shall be driven on any part of the common elements at a speed in excess of posted speed.
- (h) No one shall place, leave, park, or permit to be placed, left, or parked upon the common elements. Any motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its

physical condition or appearance, or its potential damage of the property. Upon seventy-two (72) hours' written notice from the Manager, the owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Manager.

- (i) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other Owners or Residents. Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic. No mopeds and bicycles are permitted to be operated on the sidewalks.
- (j) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle on the property without a proper operating license.
- (k) Any motor vehicle and/or any other vehicle, equipment or machinery which is improperly parked and/or in breach of these Rules shall be tagged and/or towed from the property at the sole cost and expense of the owner of the vehicle, and the Corporation, its directors, officers, employees, agents and/or Management shall not be liable for any damages, costs or expenses caused to the Owner or Resident or his/her motor vehicle.
- (l) Guests and visitors shall park only in areas designated as guest or visitor parking.
- (m) No motor vehicle having a propane or natural gas propulsion shall be parked in a parking unit or the common elements.
- (n) No parking units shall be used for any purpose other than to park a motor vehicle that is either, a private passenger automobile, station wagon, compact van, or motorcycle.
- (o) Only one motor vehicle is permitted to park per one parking space unless that parking space is a tandem parking space. [NTD: There is a case that says if you can fit two vehicles in a parking space and it does not cause safety issues, then this should be permitted. As such, this rule should be enforced on a case by case basis with input from legal.]
- (p) Corporation is not liable for any damage and/or injuries which may occur during usage of the parking garage and/or parking spaces.

14. BICYCLE/STORAGE UNITS

- (a) All stored articles must be placed within individual Bicycle/Storage units and no storage is permitted on top of Bicycle/Storage units.
- (b) No storage of coal, propane, or natural gas tank or any combustible materials or offensive goods, provisions, or materials, or any foods shall be stored in any Bicycle/Storage unit.
- (c) Bicycle/Storage units shall not be used as workshop areas or for any purpose other than for storage.

- (d) Any Resident wishing to use a Bicycle/Storage unit shall complete an application for usage and submit same with the Management Office together with a non-refundable fee, in an amount to be determined by the Board from time to time.

15. GUEST SUITES

There are two (2) guest suites available for the convenience and use of the Residents' guests. The suites are located on Level A. The guests may use the recreational facilities [NTD: there is a rule that provides that guests should only use recreational facilities when accompanied by another Resident. Please clarify. In our opinion, guests should be accompanied by a Resident].

- (a) No person under sixteen (16) years of age may book the guest suites.
- (b) No person under sixteen (16) years of age may use the guest suites, unless accompanied by and under the supervision and responsibility of another guest who is sixteen (16) years of age or older.
- (c) The guest suites are available on a "first-come basis".
- (d) A per diem fee, as determined and adjusted by the Board from time to time, shall be charged for the use of the guest suites.
- (e) The maximum stay for a guest is seven (7) consecutive nights.
- (f) Owners or Residents may book the guest suites via the telephone or in person. Full payment is required from the Owner or Resident within forty-eight (48) hours of making the booking, by cheque, and completing and signing the necessary forms attached hereto. Cheques shall be made payable to the Corporation.
- (g) Payment is refundable for an unused suite, when cancelled at least forty-eight (48) hours in advance of the booked date.
- (h) The guest suite keys should be picked up from the Manager by the Resident making the booking. Upon leaving, the guest is to lock the guest suite door and leave the key with the concierge.
- (i) There is a replacement charge for a lost key and keychain, as well as for the changing of the suite door lock.
- (j) Check-in time is 3:00pm and check-out time is 11:00am.
- (k) Upon request from the Owner or Resident, the Corporation will provide guests with towels, which includes 2 bath towels, 2 hand towels, 2 wash cloths and a bath mat as well as linens, which includes 1 fitted sheet, 1 top sheet, 2 standard pillow cases and a comforter at an additional one time cost of \$30.00 per rental period or another amount, as determined by the Board from time to time.

- (l) Cleaning of the room or changing of towels or linens will not be provided during the rental period.
- (m) In the event that an occupant of a guest suite fails or refuses to vacate the guest suite on the scheduled final day or if damage has been caused to the guest suite rendering the guest suite unusable for the next guest, all costs and expenses associated with repairing the guest suite and relocating any other guests to alternative accommodations shall be payable by the Owner of the unit in which the Resident who booked the guest suite resides and shall be added to the common expenses payable for the Owner's unit.
- (n) An Owner, Resident or guest is required to report any problems with the guest suite to the Manager or the concierge.

16. EXERCISE ROOM

Hours of Operation: ● a.m. to ● p.m. except when closed for cleaning and maintenance, or as otherwise determined by the Board

- (a) No person under sixteen (16) years of age may use or is allowed in the exercise room.
- (b) A maximum of two (2) guests per unit are permitted to use the exercise room so long as the guests are accompanied by an Owner or Resident of the unit.
- (c) The use of the exercise room is at the user's risk. The Corporation is not liable in case of any damage and/or injuries that occur during usage of the exercise room or equipment.
- (d) No equipment is to be taken out of the exercise room for any reason.
- (e) Proper advice must be sought by the user of the equipment before using the various exercise components in the room.
- (f) No food, beverages, or smoking allowed in the room.
- (g) Proper dress shall be worn. Tops must be worn at all times.
- (h) Sports shoes only must be worn at all times when in the exercise room; sandals, slippers, thongs, etc. are not acceptable. Bare feet or stockings or socks are not permitted.
- (i) No guests shall be permitted except the users of guests' rooms. [NTD: Inconsistent with other rules. We would recommend deleting.]
- (j) Since perspiration will soil and damage the furniture in the lounge area, proper post-exercise attire must be worn.
- (k) As a courtesy to other Owners and Residents and to maintain proper hygiene, all exercise equipment must be wiped down with a paper towel after use.

(l) As a courtesy to other Residents, all persons should limit their time to any one piece of equipment to no more than: (i) 45 minutes on cardio equipment; and (ii) 30 minutes on weight machines.

(m) Radios, CD players and other personal entertainment devices may only be used with earphones or headsets. [NTD: Please confirm if this is acceptable]

17. MULTI-PURPOSE ROOM

Hours of Operation: ● a.m. to 1:00 am except when closed for cleaning and maintenance, or as otherwise determined by the Board

- (a) No person under sixteen (16) years of age may book the multi-purpose room.
- (b) No person under sixteen (16) years of age may use the multi-purpose room, unless accompanied by and under the supervision and responsibility of a Resident who is sixteen (16) years of age or older.
- (c) A maximum of two (2) guests per unit are permitted to use the multi-purpose room so long as the guests are accompanied by an Owner or Resident of the unit.
- (d) A refundable security deposit payable by certified cheque or money order to the Corporation in an amount to be determined by the Board from time to time must be deposited with Property Management with the multi-purpose room application form in triplicate prior to usage of the multi-purpose room. This deposit will be refunded within seventy-two (72) hours after completion of the function provided that no damage or loss has been caused to the common elements of the Corporation and the multi-purpose room is left in a clean and orderly manner. If damage does occur or the multi-purpose room is not left in a clean and orderly manner, an assessment of the costs involved will take place and the applicable funds will be deducted from the damage deposit. The Owner and Resident will be responsible for any damages exceeding the deposit. [NTD: Is the application form a multi-purpose room agreement? If not, the board should consider creating one. Also, having security for an event of 5 people may be excessive. We recommend deleting the requirement for security and putting this in the application form. We also recommend that the requirement for security does not kick-in until a higher number of persons will be using the room]
- (e) The security deposit is refundable if the Resident does not wish to use the multi-purpose room, when cancelled at least fourteen (14) days in advance of the reserved date. If a Resident does not cancel his/her reservation at least fourteen (14) days in advance of the reserved date, then the Resident shall forfeit his/her deposit. If the certified cheque or money order and application form have not been received by the Manager at least fourteen (14) days before the reserved date, the reservation will be automatically cancelled.
- (f) No one shall permit more persons to be present in the multi-purpose room than is allowed by the fire marshall's office, as indicated in the application form.

- (g) No one shall permit noisy, rowdy, or raucous behaviour in or adjacent to the multi-purpose room nor any behaviour or noise which disturbs the comfort and quiet enjoyment of other Owners or Residents, their families, guests, visitors, servants, and persons having business with them.
- (h) No one shall permit any illegal act in or adjacent to the multi-purpose room or upon the property of the condominium corporation.
- (i) Anyone using the multi-purpose room shall comply with all provisions of the application form filed with the Management Office and all such provisions are and shall be incorporated into the Rules of the Corporation.
- (j) The Corporation is not liable in case of any damage and/or injuries occur during usage of the Multi-Purpose Room;

18. SAUNAS

Hours of Operation: 6:00 am to 12:00 pm except when closed for cleaning and maintenance, or as otherwise determined by the Board

- (a) Children under twelve (12) years of age are not permitted to use the sauna. Children under sixteen (16) years of age must be accompanied by and under the supervision and responsibility of a Resident who is sixteen (16) years of age or older.
- (b) No food or drink is permitted in the sauna.
- (c) Smoking is not permitted in the sauna.
- (d) A maximum of two (2) guests per unit shall be permitted to access the Saunas as long as they are accompanied by an Owner or Resident of the building.
- (e) Where applicable, the emergency call buttons located near the entrance of the sauna shall be used only in case of emergency.
- (f) The sauna shall be used at the user's risk. The Corporation is not liable in any case of damage and/or injuries that occur during usage of the sauna.

19. POOL AND WHIRLPOOL

Hours of Operation: 6:00 am to 12:00 pm except when closed for cleaning or maintenance, or as otherwise determined by the Board

- (a) Children under twelve (12) years of age are not permitted in the whirlpool. Children under sixteen (16) years of age must be accompanied by and under the supervision and responsibility of a Resident who is sixteen (16) years of age or older.
- (b) Owners or Residents shall register with security prior to using the pool and whirlpool.

- (c) A maximum of two (2) guests per unit are permitted to use the pool and whirlpool so long as the guests are accompanied by an Owner or Resident of the unit.
- (d) No food or drink is permitted in the pool and whirlpool.
- (e) Smoking is not permitted in the pool and whirlpool.
- (f) Proper swimming attire shall be worn at all times while in the pool area. Outside shoes and clothing shall not be worn while in the pool area.
- (g) All users of the pool and whirlpool must take a shower prior to entering the pool and whirlpool.
- (h) Where applicable, the emergency call buttons and phone located near the entrance the pool shall be used only in case of emergency.
- (i) The pool and whirlpool shall be used at the user's risk. The Corporation is not liable for any damage and/or injuries that occur during usage of the pool and whirlpool.

20. BILLIARDS ROOM

Hours of Operation: 8:00 am to 12:00 am except when closed for cleaning and maintenance, or as otherwise determined by the Board

- (a) Children under sixteen (16) years of age must be accompanied by and under the supervision and responsibility of a Resident who is sixteen (16) years of age or older.
- (b) Owners shall register with security prior to using the billiards room.
- (c) A maximum of two (2) guests per unit are permitted to use the billiards room so long as the guests are accompanied by an Owner or Resident of the unit.
- (d) No food or drink is permitted in the billiards room.
- (e) Smoking is not permitted in the billiards room.
- (f) The billiards room shall be used at the user's risk. The Corporation is not liable for any damage and/or injuries that occur during usage of the billiards room.

21. GARDEN

Hours of Operation: ● am to 10:00 pm except when closed for cleaning and maintenance, or as otherwise determined by the Board

- (a) Children under sixteen (16) years of age must be accompanied by and under the supervision and responsibility of a Resident who is sixteen (16) years of age or older.

- (b) A refundable security deposit payable by certified cheque or money order to the Corporation in an amount to be determined by the Board from time to time must be deposited with Property Management with the garden application form in triplicate prior to usage of the garden. This deposit will be refunded within seventy-two (72) hours after completion of the function provided that no damage or loss has been caused to the common elements of the Corporation and the garden is left in the same condition prior to usage. If damage does occur or the garden is not left in the same condition prior to usage, an assessment of the costs involved will take place and the applicable funds will be deducted from the damage deposit. The Owner and Resident will be responsible for any damages exceeding the deposit.
- (c) The security deposit is refundable if the Resident does not wish to use the garden, when cancelled at least fourteen (14) days in advance of the reserved date. If a Resident does not cancel his/her reservation at least fourteen (14) days in advance of the reserved date, then the Resident shall forfeit his/her deposit. If the certified cheque or money order and application form have not been received by the Manager at least fourteen (14) days before the reserved date, the reservation will be automatically cancelled.
- (d) No one shall permit more persons to be present in the garden than is allowed by the fire marshall's office, as indicated in the rental application.
- (e) No one shall permit noisy, rowdy, or raucous behaviour in or adjacent to the garden nor any behaviour or noise which disturbs the comfort and quiet enjoyment of other Residents, their families, guests, visitors, servants, and persons having business with them.
- (f) No one shall permit any illegal act in or adjacent to the garden or upon the property of the Corporation.
- (g) Anyone using the garden shall comply with all provisions of the application that is filed with the Management Office and all such provisions are and shall be incorporated into the Rules of the Corporation.

[NTD: Please provide us with electronic copies of SCHEDULES 1-3 so we can insert same below. The below SCHEDULES 1 and 2 are scanned copies. As you can see there are numbers on top of those pages that are not consistent with the page numbers of the document. Also the document appears very small. We will also need an electronic copy of SCHEDULE 3, as this was not provided. Thanks.]

SCHEDULE 1

Tenant Information Form

Toronto Standard Condominium Corporation No. 1575

Unit _____, Level _____

Municipal Address:

Landlord's Name:

Landlord's Permanent Address:

Telephone:

Term of Lease: _____ years

Commencement Date:

Attach a copy of the application/offer to lease and the lease itself.

Tenant's Full Name:

Social Insurance Number:

Driver's License Number:

Vehicle Plate Number:

Number of Occupants: Adults _____, Children _____, Total _____

Adults Full Names:

Children's Full Names:

_____ Age _____
_____ Age _____

Tenant's Present Address:

Telephone:

Employer:

Business Address:

Business Telephone Number:

Name of Nearest Relative:

Nearest Relative's Address:

Telephone:

DATED at _____ this _____ day of _____, 200 _____

Tenant's Signature

Tenant's Signature

SCHEDULE 2

Tenant's Undertaking and Acknowledgement

Toronto Standard Condominium Corporation No. 1575

I/WE, _____, the undersigned, as tenant(s) of Unit _____, Level _____ (the "Unit"), according to Toronto Standard Condominium Plan No. 1575, do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said unit that I/We shall comply with the provisions of the Condominium Act, S.O. 1998 and the Regulations made thereunder, and all subsequent amendments thereto, and also the Declaration, By-Laws and Rules of the said Toronto Standard Condominium Corporation No. 1575 (the "Corporation").

I/We acknowledge that I am /we are subject to the provisions contained in the said Act, Declaration, By-Laws and Rules of the said Corporation.

I/We further acknowledge receipt of the Declaration, By-Laws and Rules of the said Corporation.

I/We intend to occupy the Unit with the persons named above as our principal residence for the stated term of the Lease accompanying this Information Form and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/We further acknowledge that the Unit is restricted to a maximum of four persons.

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Unit contravenes the provisions of the Declaration, By-Laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Condominium Act.

DATED at _____ this _____ day of _____, 200__.

Tenant's Signature

Tenant's Signature

SCHEDULE 3

[INSERT]

HBdocs - 16278818v2