

# A GUIDE TO LIVING AT



## 28 HARRISON GARDEN BOULEVARD

**TO THE UNIT OWNERS OF 28 HARRISON GARDEN BOULEVARD  
CONDOMINIUM CORPORATION NO. 1526  
TORONTO, ONTARIO.**

**NOTICE OF AMENDED RULES PURSUANT TO SECTION 29 OF THE CONDOMINIUM ACT**

The Rules issued April 10, 2009 have been reviewed, up-dated, amended and added to. The Board has also added a "Renovation Policy" as well as made certain revisions and amendments to the "Flooring Installation Policy". These revised Rules were approved by the Board of Directors at a meeting held on Monday, July 19<sup>th</sup>, 2010.

Enclosed you will find a copy of the Rules for TSCC 1526, and this letter shall therefore, serve as Notice of the Rules. The Condominium Act (Section 58 of the Condominium Act, S.O. 1998, c.19 and S.O. 2000, c. 26) provides that the Board may make Rules respecting the use and enjoyment of common elements or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of units.

The Act also provides that unless a meeting of Owners is requisitioned by at least 15% of the Owners, the Rules become effective and enforceable in the same manner as the Declaration and Bylaws upon the expiration of thirty (30) days after the notice of the Rules has been given to each Owner (which is hereby given with the delivery of this document). The Act also provides that the Owners may, after the Rules become effective, amended Rules at a meeting of Owners called for that purpose.

The Rules are intended to provide the basis for making Spectrum II a pleasant, safe and enjoyable Condominium in which we can all take pride. They also serve as basic authority for our security staff to carry out their duties. We ask that you familiarize yourself with them (note that the determination of what is considered "appropriate", "suitable", "proper" or "promptly" shall be at the sole discretion of the Board).

As a general rule, we encourage the Residents to exercise common sense and courtesy in our home and our community as they are very much one and the same.

These rules will be enforced by way of fines. The penalty process would generally include: The first offence will be addressed with a letter from Property Management, a second offence includes a letter plus a \$50 fine, and subsequent offences a \$100 fine and legal action as required.

Please do not dispose of these DRAFT Rules as these will become the final version if no meeting is called, additional copies will not be sent out. Keep these Rules in a convenient location and ensure that you, the members of your family and your guests comply with them.

Respectfully,



Lisa Lisle, President  
TSCC 1526

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The following Rules made pursuant to the Condominium Act, 1998 extend to all present and future Owners, Tenants and Residents of 28 Harrison Garden Boulevard, TSCC 1526, their families, guests, invitees or licensees, as provided by Section 119 (1) and (4) of the Condominium Act, all of whom shall be subject to, and shall comply with the provisions of the Condominium Act, the Declaration, the By-laws, and any other Rules and regulations of the Corporation.

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TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1526  
(the "Corporation" "TSCC 1526")

Pursuant to Section 58 of the Condominium Act, 1998

- a) The Corporation has a duty to ensure compliance by Owners and Residents of Residential Units with the provisions and requirements of the Act and Declaration; and
- b) The Board of Directors of the Corporation has the authority to pass Rules governing the use and occupancy of the Units, consistent with the Declaration, in order to promote the safety, security and welfare of Owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other Units;
- c) In addition to all other means of enforcement available to the Corporation, attention is directed to Section 134 (1) and (2) of the Condominium act which provides that a duty imposed by the Act, the Declaration, the By-laws, or the Rules may be enforced by an order of the court directing the performance of the duty.
- d) Any loss, cost or damages incurred by the Corporation by reason of breach of any Rules and Regulations in force from time to time, by any Owner, his family, guests, servants, agents or Residents of his/her Unit, shall be borne by such Owner and may be added to the common expenses for the Unit. Where a Corporation obtains an award of damages or costs in an order made against an Owner or Occupier of a Unit, all costs, damages and costs incurred in obtaining the order shall be added to the common expenses for the Unit and the Corporation may specify a time for payment by the Owner of the Unit.

1. GENERAL

- a) Use of 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 the other Units.
- b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all Unit Owners and Residents, their families, guests, visitors, servants or agents.
- c) No animal that is deemed by the Board and Management, in their absolute discretion to be a nuisance, shall be kept by any Owner in any Unit. Notwithstanding the generality of the foregoing, no attack dogs shall be permitted in any Unit. No breeding of animals for sale shall be carried on, in or around any Unit. (Related section; PETS). As per TSCC 1526 Declaration, Article III, Section 1, Subsection (a)(t).
- d) No animals, other than those usually considered to be pets, are permitted to be on or about the common elements, including the exclusive use common elements. All pets must be kept under personal supervision and control and held by a leash at all times when entering and exiting a unit and while on the common elements of the building or the grounds. Notwithstanding the generality of the foregoing, no attack dogs and no animals which are considered to be a nuisance by the board or the property manager, in their absolute discretion, are permitted to be on or about the common elements. As per TSCC 1526 Declaration, Article IV, Section 6.

## 2. QUIET ENJOYMENT

- a) No Owner or Resident or their families, guests, visitors, servants and agents shall create or permit the creation of, or continuation of, any noise or nuisance which, in the sole discretion of the Board of Directors or Management, may disturb the comfort or quiet enjoyment of the property by other Owners or Residents, or their families, guests, visitors, servants and persons having business with them. Such disturbance may include noise emanating from pets, stereos, televisions, radios, musical instruments and repairs to units after acceptable hours.
- b) The playing of musical instruments shall be restricted to between the hours of 9:00 a.m. and 9:00 p.m. from Monday to Saturday. There will be no playing of musical instruments on Sundays or any Statutory Holidays.
- c) No Resident shall permit a pet(s) to bark, howl or cause a noise or disturbance which actually disturbs the comfort or quiet enjoyment of the property by other Residents. (Related section: PETS)
- d) No noise shall be permitted to be transmitted from one Unit to another. If the Board or Management determines that any noise is being transmitted and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his/her 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 liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitors' fees). As an example, area carpeting may be required to mute the sounds transmitted by hard-soled shoes on hard surface flooring. (Related section FLOORING POLICY and RENOVATION POLICY)
- e) No auction sales or public events shall be allowed in any Unit or the common elements without prior approval of the event by the Board of Directors. (Related section: PARTY ROOM)
- f) Repairs or construction work done by Owners or their hired tradesmen involving power tools, hammering etc. shall be restricted to between the hours of 9:00 a.m. to 5:00 p.m. Monday to Friday and 12:00 p.m. to 4:00 p.m. on Saturday. No repairs or construction work shall be permitted on Sunday or Statutory Holidays.
- g) Fireworks are prohibited within the building, common areas or anywhere on the premises.

## 3. CONCIERGE

- a) Residents are to report immediately to the Concierge desk or Management whenever any suspicious person(s) are seen on the property.
- b) All building access cards, garage remotes and users of such cards and remotes shall be registered with Management and the Concierge desk. (Related Section: BUILDING ACCESS CARDS and GARAGE REMOTES)
- c) Owners shall immediately report all lost building access cards to Property Management and/or the Concierge desk. For the safety and the security of the building, your lost building access card and/or garage remote code will be deleted from the system.

- d) Building access doors shall not be left unlocked or wedged open for any reason. Upon notice of a breach the offender shall be given a warning.
- e) Residents shall fill out a form, available from the Concierge desk, to permit access to their Units to visitors or service trades who are expected to arrive when the Resident is not at home. The key to the Unit shall be left with Concierge. The Master key shall not be used for these purposes. At the conclusion of the visit, the Resident's key shall be returned to Concierge. However, the Concierge, Management and/or the Board is not responsible for the trade, the key or ensuring that the suite door is locked.
- f) No Owner or Resident shall place or cause to be placed on the access doors to any Unit, additional or alternate locks, without the prior written approval of the Board. All new locks must be keyed to the master. If the new lock system is not keyed to the master, in the event of any emergency, the door will be forced open and any and all cost to repair/replace the door, or any and all fixtures shall be borne by the owner. A copy of each new key shall be delivered to Management and the event you are locked out, this will be given to you by the Concierge. If a resident needs access to their unit (lost or forgotten suite door key etc.) there will be a \$50 dollar fee (\*\*if second offence **within a six month period**) to have the Concierge, Superintendent or building staff open the door with the master key. If it is past 10:00 pm, it shall be the Superintendent's sole discretion as to whether or not he wants to leave his apartment to open your suite door.
- g) Owners shall supply to the Board or Management the names of all Residents and Tenants of all Residential Units and the license numbers of all motor vehicle(s) that are parked in the parking Units. (Related section: PARKING)
- h) Canvassing for any purpose or cause, except for political campaigns during election periods, is not permitted unless written permission is received from the Board. Owners and Residents should immediately report any other canvasser to the Concierge or Management.
- i) No "For Sale" or "Open House" signs are permitted. No other signage is permitted on the property. Agents shall escort potential buyers while in the building. (Related section: COMMON ELEMENTS)
- j) Prior to leaving the Unit for any extended period of time, each Resident shall arrange to stop delivery of newspapers and any other deliveries and inform the Concierge Desk. Newspapers and other items delivered to a Unit and not picked up after reasonable time will be removed by the Cleaning Staff and Superintendent. Newspapers, specifically, will be picked up by Building staff if left in common elements (i.e. corridors, gym, lobby) for two (2) days.
- k) Prior to leaving the Unit for any extended period of time, the Resident shall inform the Concierge Desk and complete the Contact Information Form, so that he/she may be reached in case of an emergency.

#### 4. BUILDING ACCESS CARDS

- a) A maximum of two (2) access cards, per bedroom, will be issued to all Owners and Residents who live at 28 Harrison Garden Blvd. Requests for additional fobs must be placed in writing and provided to the Board of Directors for approval.
- b) Non-Resident Owners (Owners who do not live at 28 Harrison Garden Blvd.) will not be entitled to use the amenities and their access cards may be removed from the system. Only residents who live at 28 Harrison Garden Blvd. may use the amenities. Absentee Owners must always check in with concierge to gain access to the building.

- c) Owners renting their suite must relinquish their original access cards to the residing tenant(s).
- d) Additional access cards will only be issued to Owners. Access cards will not be sold to tenants. Fees for access cards will be determined by Management and/or the Board of Directors from time to time and are non-refundable.
- e) Management will only issue additional access cards to Owners or Owners Agents for their tenants if:
  - Proof of residence is confirmed (copy of lease).
  - The person(s) is/are registered Residents of the suite and are of age 16 years and older.
- f) Lost or stolen cards must be reported to the Concierge immediately so the cards may be removed from the system.
- g) Replacement costs for lost or stolen access cards will be set at the Managers and/or Board of Directors discretion from time to time.
- h) When the unit is sold, the access cards registered to the unit must be forwarded to Management office for re-registration immediately upon closing. It is the Vendor's duty and the Purchaser's responsibility to arrange this transfer as additional keys/access cards will be issued at a cost.

## 5. GARAGE REMOTES

- a) Only Owners who purchased a parking space and who reside at 28 Harrison Garden Blvd. will be entitled to a garage remote. One garage remote per parking space purchased. Fees for the remotes will be determined by Management and/or the Board of Directors from time to time and are non-refundable.
- b) Absentee Owners (Owners who do not reside at 28 Harrison Garden Blvd. and who have rented their suites) will not be entitled to a garage remote. Absentee Owners must always check in with the concierge to gain access to the building.
- c) Owners renting their suite must give their garage remote to the residing tenant. No garage remotes will be sold to tenants. It will be the Owners responsibility to obtain a garage remote and provide remotes to their tenants for access to the garage.
- d) Remotes will only be issued if an Owner provides legal proof of sale.
- e) Lost or stolen remotes must be reported to the Concierge/Management immediately so the remotes may be removed from the system.
- f) Replacement costs for the lost or stolen garage remotes will be set at the Board's discretion.
- g) When the unit is sold, the garage remote registered to the unit, must be presented to the Management office for re-registration immediately upon closing. It is the Vendor's duty and the Purchaser's responsibility to arrange this transfer. Additional garage remotes will be issued at a cost.

## 6. SAFETY

- a) No stores of coal or any combustible, illegal or offensive goods, provisions or materials shall be kept in the Units or on the common elements. No storage of propane or natural gas tank, or tires is permitted in the Units or exclusive use common elements.
- b) Residents shall not overload existing electrical circuits. (Related section: RESIDENTIAL UNITS)
- c) Water shall not be left running unless in actual use.
- d) Nothing shall be placed on the outside window sills or projections.
- e) Nothing shall be thrown out of windows, doors or off the balconies of the building.
- f) No natural gas or electric barbecues are permitted for use on balconies. The only barbecue permitted for use, for residents of 28 Harrison Garden Blvd., is the barbecue provided in the courtyard patio. (See section: PARTY ROOM)
- g) No Resident shall permit anything to be done to the suite entry door which will in any way compromise the Fire Rating of the door, such as, by way of example, there shall be no nail or screw affixed to the entry door. This includes, unapproved weather stripping on any parts in, around and outside the suite door and frame. Any costs related to repairing this as a result of the damage caused will be absorbed by the Unit owner.
- h) No Owner of any Unit shall do or permit anything to be done in his/her Unit, or bring, or hang or keep anything therein which will in any way increase the risk of fire or the fire insurance premiums on the building, or on property kept therein. No Owner shall do or permit anything to be done in his Unit which obstructs or interferes with the rights of Owners, or in any way injures or annoys them, or conflicts with the regulations of the City Fire Department, or any insurance policy carried by the Corporation or any of the Rules and ordinances of the local Board of Health or any Municipal By-law or any provincial or federal statute or regulation.
- i) Smoking is prohibited in all interior common areas. For residents who smoke on the grounds, ashtrays are provided and must be used. Residents who do not use ashtrays will be fined for clean up. (Related section: GUEST SUITES).
- j) Residents who will be away for an extended period of time should have someone come into the Unit periodically during their absence to comply with household insurance regulations. At such times, the toilets should be flushed so as to lessen the possibility of the plumbing/leaking problems which may result from long periods of non-use.
- k) Everyone shall exercise caution in winter months, especially on days of continuous snowfall, when walking on paths in the courtyard and around the building.



**7. COMMON ELEMENTS** *(which includes the land and structures in the condominium Corporation other than the Units themselves, ex. exterior landscaped areas, recreational facilities, driveways, parking garage, hallways, elevators, foyer and guest suites; and the exclusive use common elements which includes balconies and terraces.)*

a) No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers and flower beds.

b) No sign, advertisement or notice whatsoever shall be inscribed, painted, affixed or placed in the unit window visible from the street, on any part of the inside or outside of the building or common elements without the prior written consent of the Board and Management, except on the bulletin Boards designated for such purpose. (Related section: CONCIERGE)

c) No fixed awning or shade shall be erected over or outside any-window or balcony.

d) No portion of any Unit, required by the Declaration, the By-laws or the Act to be maintained by the Corporation, shall be painted, decorated or otherwise affected by anyone other than the Corporation or except as the Corporation may direct. All window coverings that are visible from the exterior of the building shall be a neutral off-white or white shade. The Corporation shall have the right to effect the removal of any window coverings or linings which contravene these Rules.

e) Carpeting or any material that retains moisture shall not be glued or permanently affixed to balcony floor slabs. Any carpeting used on balconies shall be removed from October 1st to April 30th.

f) Mops, brooms, dusters, rugs or bedding shall not be shaken or beaten from any window, door or part of the common elements of which the Owner has exclusive use (ex. balconies and terraces).

g) Only seasonal furniture is allowed on balconies or terraces. No balcony or terrace shall be used for storage. Bicycles shall be stored in lockers or the bicycle racks provided. Nothing shall overhang the balcony/terrace rails.

h) Washing of balcony floors and/or watering of plants on balconies shall be done in a manner which ensures no residual water falls to the balcony below.

i) Hanging or drying of clothes is not allowed on any part of the common elements including those parts of the common elements of which the Owner has exclusive use (balconies and terraces) and in front of windows visible from the street.

j) Any physical damage to common elements caused by an Owner or Resident, his/her family, guests, visitors, servants or agents shall be repaired under the direction of the Board and/or Management and shall be the expense of such Owner or Resident.

k) No building or structure or tent shall be erected and no trailer, either with or without living, sleeping or eating accommodation, shall be placed, located, kept or maintained on the common elements except with the consent of the Board.

l) No television antenna, aerial, tower, satellite dish or similar structure or appearance thereto shall be erected on or fastened to any Unit or on any part of the common elements (ex. balconies and terraces).

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m) There shall be no articles (for example, shoes, boots, shopping buggies, baby carriages etc.), fixtures or doormats, placed at individual doorways leading into any Residential Unit or in the hallways. No one shall obstruct or permit the obstruction of any entry, passageway, hallway or stairwell which is part of the common elements. Any such entry, passageway, hallway or stairwell shall be used only as a means of entering or exiting, to and from the building and the Residential Unit or some other part of the common elements. No one shall place or leave, or permit to be placed or left, anything in the corridor outside a Unit or in the stairwells.

n) The driveway/traffic circle is provided for the following purposes:

- i) To allow Residents and guests to go into the building entrance directly when getting out of a motor vehicle, and
- ii) As a direct emergency route for the Fire Department, ambulances and the Police Department.
- iii) Motor vehicles standing in the traffic circle/driveway without a driver are deemed to be parked and are subject to ticketing or being towed away. There will be the exception of allowing guests to register at the Concierge desk. If it is necessary to drop off elderly/handicapped/incapacitated persons who require assistance to a suite, the driver may assist them to the front entrance of the building, provided he/she returns immediately to remove their vehicle from the driveway. (related section: PARKING)

o) Entering and exiting the building with bicycles shall be **only** through the parking garage.

p) **Bicycle storage** shall be only on the racks provided in the parking garage or in the storage lockers. (NOTE: **Not on balconies nor in parking spots**).

## 8. RESIDENTIAL UNITS

a) 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.

b) Toilets, sinks, showers, bath tubs and other water apparatus shall not be used for purposes other than those for which they are constructed, and no sweepings, garbage, rubbish, rags or other substances shall be thrown therein. The cost of repairing damage to the common elements and other Units from misuse, or from unusual or unreasonable use shall be borne by the Owner who has, or whose family, guests, visitors, tenants, servants or agents have caused such damage. Kitty litter will block pipes and cannot be flushed due to swelling after it enters pipes. **DO NOT FLUSH LITTER DOWN TOILETS!** (Related section: GARBAGE DISPOSAL)

c) Each Dwelling Unit owner shall maintain a temperature in his/her unit at a minimum temperature of 18 degrees Celsius (46.5 degrees Fahrenheit).

d) No Owner shall use any electrical device that will overload existing electrical circuits and shall not alter in any way the amperage of the existing circuit breakers in his/her suite. (Related section: SAFETY)

e) No Owner or Resident shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his/her suite without written permission of the Board, and shall use only those contractors to do such plumbing or electrical repair or alteration as approved by the Board. Any unapproved major alterations can be subject to a Home Inspection to certify safety with the cost of the inspection to be recovered by the Resident. Deficiencies, problems or safety issues that result, will be rectified by the Resident fully at the Resident's cost. (Related Section: FLOORING POLICY and RENOVATION POLICY)

f) No Resident shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his suite or adjacent common elements. Residents shall immediately report to Management all incidents of pests, insects, vermin or rodents. Residents shall permit Management or his/her agents (pest control personnel) to enter their suite for the purpose of conducting pest control operations, including a spraying programme. Residents are required to prepare their suites in the manner prescribed by Management to facilitate the appropriate pest control operations.

## 9. GARBAGE DISPOSAL

a) Hours for dropping garbage down the chute are restricted to the period between 8:00 a.m. and 10:00 p.m. (Related section: QUIET ENJOYMENT)

b) All household garbage shall be securely wrapped and tied in a strong plastic bag(s) before being deposited through the chute, located in the refuse disposal room on each floor, in order to avoid disintegration and subsequent mess and odour: Please ensure the garbage bag is pushed completely through the chute so that it drops down. Under no circumstances is garbage to be left on the floor of the Refuse Room or deposited in the Recycling Bins.

c) No glass jars/bottles or other forms of glass shall be dropped down the chute, for safety reasons. All glass containers shall be rinsed out and deposited in the designated recycling areas. Broken crockery/pottery cannot be recycled, but rather it should be double wrapped and deposited down the garbage chute.

d) All recyclable material should be taken to the designated recycling areas and placed in the appropriate containers.

e) No burning materials or liquids are to be placed in the chute.

f) No carpeting or construction/renovation materials shall be pushed down the chute. The Concierge desk and/or Superintendent should be contacted to make arrangements for disposal during the week.

g) Kitty Litter shall be triple wrapped and securely tied before being deposited down the garbage chute. (Related section: RESIDENTIAL UNITS)

h) Cardboard boxes shall be flattened and left in the designated recycling area/bins. Do not attempt to push them down the Chute.

i) Any large cartons, boxes or crating material used in moving household furniture, appliances, etc., shall not be left in any Refuse Room, outside the Unit, in the stairwells or on any common elements.

j) The use of artificial Christmas trees is preferred by the Board. Natural Christmas trees can be a serious fire risk if

meticulous safety precautions are not taken. Any Resident, who, after careful consideration, decides to purchase a natural Christmas tree, shall notify Management in advance of purchase, and obtain a special bag for eventual disposal of the tree. Management shall provide Residents with a detailed list of safety precautions and instructions for disposal, including the procedure for transport through the building.

k) Large items should be placed in the main floor Moving Room as directed by the Concierge Desk/Superintendent or Property Manager. Residents are encouraged to ask vendors to take back packaging materials and old furniture following delivery. Disposal fees for large items may be levied to the Resident. (Related section: ELEVATORS AND MOVING).

## 10. PETS

a) No animal, other than a pet as defined below, shall be kept on the property. No pet that is deemed to be a nuisance by Management or the Board of Directors, in its absolute discretion, shall be kept by any Owner or Resident in any Unit or in any other part of the property. No person shall keep any animal(s) listed in the Toronto By-law, regulating the keeping of animals (Animal Care and Control By-law).

b) For the purposes of these Rules, a "pet" shall be defined as a dog, domestic cat, caged bird or fish. NOTE: Outside of this, no reptiles, rodents or any insect eating animals are permitted.

c) No attack dogs shall be permitted in the building or units. If any aggressive dogs or Provincially banned "pit bull" breeds are currently in the building, they must be muzzled.

d) No breeding of animals for sale shall be carried on, in or around any Unit.

e) Every Unit Owner or Resident keeping a pet in his unit shall forthwith, upon receipt of a copy of these Rules, register with Management a description of the pet or pets being kept in that Unit, (such description to include: pet species, breed, colour, and any distinguishing features), by completing a Pet Registration Form along with a photo of the pet.

f) Every owner of a dog shall obtain a licence for the dog as per the City of Toronto Animal Care and Control By-law and every owner of a cat shall obtain registration for the cat as per the City of Toronto Animal Care and Control By-law.

g) Pets are not permitted out of the Unit or anywhere upon the common elements, (including all hallways, elevators, lobbies, pathways, or garages), except in the custody of the Owner or his family and on a leash at all times not exceeding three feet in length

h) Dogs and other pets are to be taken through the moving room exits when leaving the building and can be brought back in through the front entrance on a leash or while being carried.

i) Pets are not allowed, at any time, in the enclosed courtyard/green space area. They are not permitted on other common areas/elements (ex. All grassed areas, party room, etc.).

j) In the event that a pet has an "accident" in the building, the concierge should be notified and the resident is responsible for the clean up. Where necessary, cleaners will be employed to handle this and the costs will be the responsibility of the resident.

k) No animal is allowed to perform its duties on Corporation property including the grassed areas. All animals should be taken across the street to the park for their toilet duties. In the event of an accident, residents who do not clean up after their pets will be charged the cost of clean-up and replacement of dead grass or bushes.

l) Each pet owner shall ensure that his/her pet does not defecate or urinate upon the common elements including balconies and terraces. If this does occur, any such defecation or urine shall be cleaned up immediately by the pet owner. Should a pet owner repeatedly fail to clean up after his/her pet, and in spite of written reminders from Management to comply with this rule, as aforesaid, the pet shall be deemed to be a nuisance. Then, the owner of the said pet, within two weeks of receiving written notice from the Board or Manager requesting the permanent removal of such pet from the property, shall permanently remove the pet.

m) The pet owner shall be financially responsible for any personal injury or personal property damage caused to any Owner, Resident, guest and employee of the condominium Corporation or to any members of the public by his/her pet.

n) Any damage to the buildings, grounds, flooring, walls, trim, finish, tiles, carpeting, stairs or any other parts of the common elements caused by a pet, will be the full responsibility of the pet owner. Any damage caused by cleaning, chemicals or other such materials used in the attempt to remedy damage caused by a pet is the full responsibility of the owner of said pet and the owner shall pay the full cost of removal and replacement of said damaged items.

o) Complaints regarding pets should be made to Management and include details of the nature of the complaint.

p) If a meeting of the Board is called to consider whether or not to deem a pet a nuisance, the owner of the pet under consideration will be invited to the meeting.

q) In the event of an emergency in the building, it is the pet owner's responsibility to look after his/her pet and also to control its actions.

r) Residents are permitted a maximum of two pet's total. For larger breeds/species, between 25 lbs to 50 lbs maximum (i.e. 11.5 kg to 22.5 kg), the limit is one. A maximum of one medium sized fish tank, 20 gallon to 25 gallon (i.e. 76 L to 95 L), is permitted.

## 11. TENANCY

a) No Residential Unit shall be used for any "commercial" or "transient" use, including, but without limiting its general meaning, any of the following:

- (i) The carrying on of a business;
- (ii) Hotel or Boarding or lodging house use; and
- (iii) The disposition of an Owner's or Tenant's right to occupy the Unit whereby the party or parties acquiring such interest or right is or are entitled to use or occupy the Unit on a transient use basis or under any arrangement commonly known as time sharing.

b) For the purposes of the Rules, any "transient" use of the Unit includes, but without limiting its general meaning, the use or occupancy of a Unit for more than one ( 1) period of less than six (6) months in any particular period of twelve (12) consecutive months.

c) The initial term of any lease shall be for a period of not less than one (1) year, except where the Owner intends to complete a sale of the Unit upon the expiry of the lease, in which case the lease may be for a term of less than

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twelve months. All tenancies for Units shall be in writing, with a copy of the lease and a Form 5 completed and submitted to Management. Elevator bookings will not be permitted without these two (2) documents.

d) Within thirty (30) days of entering into a lease or a renewal thereof, and in any event prior to the commencement of the tenancy, the Owner shall deliver to:

- (i) The Tenant: copies of the Declaration, By-laws and Rules of the Corporation;
- (ii) The Corporation: the name of the Tenant;
- (iii) The Corporation: the Owner's address for service of notices; and
- (iv) The Corporation: a Summary of Lease in Form 5 Min.Reg.49/01 or a copy of The lease in accordance with S.83 (1)(b) of the Condominium Act. 1998

e) Any person who is engaged in the operation of a commercial or transient use anywhere on the Corporation's property (such as, by way of example, the operation of a hotel business), which is prohibited by the Act, the Declaration, the By-laws or the Rules, shall be deemed a trespasser and entry to or upon the common elements may be expressly denied by the Corporation.

f) No Unit shall be occupied and used for any purpose other than Residential and no portion of the Unit shall be partitioned or subdivided for any other use or for multiple family use as defined according to the City of Toronto Zoning By-law.

g) In circumstances where efforts to obtain compliance of the Owner or Resident with this Rule are unsuccessful, the Corporation, with the assistance of legal counsel, will enforce the Rule by legal means, including, but not limited to, the termination of the tenancy or license arrangement in accordance with enforcement proceedings pursuant to the Act, and in such event, the Owner shall be directly responsible to reimburse the Corporation for its full legal costs on a substantial indemnity basis.

h) A Unit which is subject to a lease may not be sublet by the Tenant, and the Owner may not consent to a sub-lease of a Unit, unless the Owner complies with these Rules, with necessary modifications (i.e., as though references to "Tenant" are references to "sub-Tenant" and references to "lease" are references to "sub-lease", etc.)

i) A lease may not be assigned by a Tenant and the Owner may not consent to an assignment of a lease, unless the Owner complies with these Rules, with necessary modifications.

j) During the term of any lease, the Owner shall have no right to use any of the common element amenities or facilities of the Corporation.

## 12. PARKING

a) No person shall park or use a motor vehicle in contravention of these Rules. Otherwise, such person shall be liable to be fined and/or to have his vehicle towed from the property in accordance with City By-laws or in accordance with these Rules and in either or both events, neither the Corporation nor its agents shall be liable for any damage, costs or expenses, however caused, to such motor vehicle and/or the Owner thereof (Related section: COMMON ELEMENTS)

b) For the purpose of these Rules a motor vehicle means a private passenger automobile, station wagon, compact van, SUV or motorcycle as customarily understood. No motor vehicle parked upon the common elements shall exceed a height of six feet, one inch (1.85 meters).

- c) No Owner shall lease his parking space to anyone other than another registered Owner or Resident and, in the event of such lease, information concerning the beginning or ending of a lease agreement shall be provided to Management immediately. (Related section: CONCIERGE)
- d) No parking Unit shall be used for any other purpose other than to park a motor vehicle that is a private passenger automobile, station wagon, compact van, SUV or motorcycle.
- e) No repair may be made to any motor vehicle parked or left standing in any parking space or upon the common elements. No motor vehicle shall be driven on any part of the common elements other than a driveway or parking space. In the event of mechanical breakdown of a motor vehicle, the Owner of such vehicle shall notify the Concierge desk of the breakdown and arrange for removal of the vehicle from the right of way as soon as possible. No oil changes are permitted.
- f) Residents shall not store or leave any object in their parking space, including tires, car batteries, boats, trailers, hitches, signs, buggies, lumber, cans, bottles or containers etc.
- g) Parking on fire routes is forbidden by law. Parking is also prohibited in the traffic circle, the delivery and service areas, road ways and other parts of the common elements not designated for parking.
- h) No person shall tie, affix, chain or rope etc. anything or any vehicle to the supporting columns, pipes (or otherwise) of the parking garage.

### 13. GUEST/VISITOR PARKING

- a) All visitors with vehicles must contact the Concierge for access to the underground garage by driving to the half circle at the front lobby and contacting the Concierge by the intercom or by approaching the front desk in person.
- b) All visitors must register their vehicles with the Concierge before entering the underground garage by giving the following information:
- Suite number and name of Resident they are visiting
  - Vehicle license number
  - Make and model of car
  - Estimated length of stay
- c) The vehicle will be put on a visitors parking list and considered to be a registered visitor at Spectrum II. With the exception of registered overnight vehicles, the visitor-parking list will be cleared at 12:00 a.m. daily.
- (i) All Guest/Visitor Parking is on the P1 level of the parking garage. No outdoor parking is permitted.
  - (ii) Every person parking in a Guest/Visitor Parking spot shall inform the Concierge of the Guest/Visitor Parking spot number he/she is occupying.
  - (iii) Guest/Visitor Parking spaces are reserved strictly for the use of guests of Residents of the Corporation.
  - (iv) Guests are defined as those persons who use the Guest/Visitor Parking for several hours during the day or evening or overnight for one or more nights.
  - (v) Guests and Visitors shall park only in areas designated as "Guest/Visitor Parking".
  - (vi) OVERNIGHT PARKING: Residents shall obtain Visitor Overnight Parking Permits for guests who wish to use a Guest/Visitor Parking space overnight. The permit shall be displayed clearly on the dashboard of the vehicle on the driver's side.
  - (vii) The Visitor Permit is issued by the Concierge or Management for a period up to two (2)

nights or more. Passes may be renewed for additional days depending upon the circumstances.

- (viii) All vehicles in Guest/Visitor Parking spaces between the hours of 12:00 am and 7:00 a.m. without a Visitor Permit clearly displayed are subject to ticketing and towing.
- (ix) The Corporation and/or its agents shall not be liable for any damage, cost or expense whatsoever caused in respect of any vehicle(s) so removed from the property.

d) Each space in the common elements identified as Visitor's parking shall be used only by visitors and guests of the owners or occupants of the Corporation. Visitor parking is for the purpose of casual parking of one vehicle and such spaces will not be leased or sold to anyone.

e) Vehicles may not extend beyond the boundaries of their designated parking space.

f) No person shall park or permit to be parked upon the common elements or in a parking Unit any motor vehicle which, in the opinion of the Board or Management, may pose a safety or security risk, caused either by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon 24 hours written notice from Management, the Owner of such vehicle shall either remove or attend to the vehicle as directed by Management.

g) All motor vehicles operated by Residents on the property shall be registered with Management or the Concierge. Each Resident shall provide to Management the license numbers and descriptions of said vehicles.

h) No motor vehicle shall be driven on any part of the common elements at a speed in excess of the posted speed. All traffic signage shall be obeyed. Mopeds and bicycles shall be operated on the road and in such a manner as not to obstruct traffic. No mopeds are to be operated on sidewalks.

i) No unlicensed motor vehicle shall be driven within the complex and no person shall operate a motorized vehicle within the complex without the proper operating licence.

j) Each Owner or Resident shall park their vehicle(s) in their exclusive use space and shall not use Guest/Visitor Parking spaces at any time, unless a special Visitor Parking Permit has been obtained from Management or the Concierge.

k) All Owners are liable for any and all damage to their parking space(s) due to leaks of oil, transmission fluid, gas or the like. All vehicles are to be serviced so as not to cause damage to the property, and any soiled area is to be cleaned up immediately. Failure to do so will result in the area being cleaned by Management, at the expense of the Owner. Cardboard is not permitted as parking space covering.

i) A motor vehicle left standing in a parking space or upon the common elements and is unlicensed or unregistered with the Corporation may be towed away without notice and at the Owner's expense.

m) Motorcycles shall be licensed and equipped with an effective noise control device.

n) No motor vehicle having a propane or natural gas propulsion system shall be parked in a parking Unit or on the common elements.

## 14. LOCKERS

a) Stored articles shall be placed within individual lockers and no item shall be stored on top of a storage locker. No Owner shall do, or permit anything to be done in his locker Unit, or bring or keep anything therein, which will in

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any way increase the risk of fire or the rate of fire insurance on the building. Specifically, all items such as propane cylinders, flammable cleaning fluids, oily rags, tires, any paint that is oil based and over 5 litres, acids, toxic materials, caustic materials, etc. are prohibited.

- b) With the exception of unopened canned goods and bottled water, no food stuff shall be stored in any locker.
- c) Lockers shall not be used as a workshop area or for any purpose other than storage.
- d) Upon leaving the storage locker, Residents should turn off lights and secure the storage locker entry door.
- e) Nothing is to be left in the common hallways of the locker rooms as this would be in contravention of fire regulations. Items found will be disposed of and a minimum fee of \$50 will be back charged for its removal.

## 15. EXERCISE (FITNESS) ROOM

The exercise room is to be used at your own risk. The Board of Directors, agents of the Board and employees of the Corporation are not responsible for accidents, injuries, lost or stolen personal property, or any other damages. Hours of operation are 6:00 a.m. to 12:00 a.m.

- a) No equipment is to be removed from the Exercise Room for any reason. Weights shall be returned to their proper place.
- b) Users shall take note of instructions prior to use.
- c) All exercise equipment shall be used properly. Users are reminded that they are responsible for any damages.
- d) No smoking, food, or alcoholic beverages are permitted in the Exercise Room.
- e) Sport shoes and proper attire, including shirts, shall be worn at all times in this room.
- f) For safety reasons, persons under the age of 16 are not permitted access or to use the weight equipment or cardio equipment unless accompanied by a Resident, parent, or Resident adult guardian who supervises the weight exercising program and is held totally responsible, accountable and liable.
- g) Users should report any malfunctioning and/or broken equipment to the Concierge desk or the Management Office.
- h) For sanitary reasons users shall wipe the perspiration from equipment surfaces with the disinfectant wipes provided and dispose of the wipes in the waste basket provided.
- i) Individuals shall use radios, cassette and CD players and similar devices with headphones.
- j) A television set (wall mounted) with remote controls (shelf mounted) are accessible.
- k) When it is necessary to stretch, the floor mats and wall-mounted bar are to be used.

## 16. SAUNA

### The Sauna is used at your own risk

- a) Children under the age of 16 shall be accompanied by an adult.
- b) Persons infected with a communicable disease or having open sores on their bodies are prohibited from using the Sauna.
- c) Pregnant women and persons suffering from heart disease, diabetes, high or low blood pressure should not use the Sauna without permission from their doctor.
- d) The Sauna should not be used while under the influence of alcohol, anti-coagulants, anti histamines, vasoconstrictors, vasodilators, stimulants, hypnotics, narcotics or tranquilizers.
- e) A cleansing shower shall be taken using warm water and soap, and ensuring all soap is rinsed off, before entering the Sauna.
- f) Caution should be used when entering and leaving the Sauna to avoid falling.
- g) Soap, shampoo and glass containers are prohibited.
- h) Observe reasonable time limits to avoid nausea, dizziness and fainting.
- i) Caution: THESE ARE DRY SAUNAS, DO NOT USE WATER. Water will damage the heater.

## 17. PARTY ROOM

- a) The Party Room is primarily intended for the use of the Residents of the Corporation for group social functions and condominium business meetings. Certain dates may be reserved by the Social Committee for events open to all Residents on those days. This use will take precedence over all other requests.
- b) The Party Room may be booked by an Owner or Resident for his or her personal use only, and not on behalf of any non-Resident.
- c) The Board shall, from time to time, establish the rental fee schedule, the termination time for parties/functions, and the time by which the cleaning of the party room shall be completed by the lessee. If the cleaning is not acceptable to management, arrangements will be made to have the room and stove/oven cleaned properly at a cost of \$50. These terms will be included on the Party Room Rental Agreement Form
- d) The Party Room may be used for social functions or meetings, provided that it is a non-profit meeting. The Party Room may not be used to conduct business. (Related section: QUIET ENJOYMENT).

e) Residents shall complete the Party Room Reservation Agreement, and provide the Corporation with two cheques. The fee schedule shall be fixed by the Board from time to time and shall include two or three components:

- i) A non-refundable portion to cover normal wear and tear resulting from use of the facility and the cost of normal housekeeping requirements.
- ii) A security deposit (which may be refundable). It is held by the Manager as a concierge deposit against any damages, extra cleaning costs, or breach of regulations that may result from the use of the facility, including but not limited to glass, doors, wall coverings, washroom, furniture, fixtures, floor coverings, appliances and any other real property of the Corporation that may require repair or replacement as a result of the use of the facility by the lessee.
- iii) Security Guard. (if applicable). Requirement for extra security coverage will be dependent on: (i) the number of guests, (ii) the type of party and (iii) the length of the party. Arrangements for a security guard shall be made through the Management Office and payment for the cost of the security guard's attendance shall be received at the time the rental fee and security deposit are paid.

All guests to the event are to sign in with the Concierge BEFORE being allowed access to the Party Room. Under no circumstances are the corridors to be used for any purpose other than to allow access to and from the party room and washrooms. The doors of the Premises leading to the common areas shall remain closed at all times during the function, except when people are arriving or leaving the Property.

f) No Resident shall permit noisy, rowdy or raucous behaviour in or adjacent to the Party Room nor any behaviour or noise which disturbs the comfort and quiet enjoyment of other Residents, their families, guests, visitors, servants and persons having business with them.

g) No Resident shall permit more persons to be present in the Party Room than is allowed by the Fire Marshall's Office, as indicated in the rental agreement.

h) No Resident shall permit any illegal Act in or adjacent to the Party Room or upon the property of the Corporation.

i) The Corporation will not be responsible for any incident or damages arising there from involving a visitor or guest at a party. The person booking the room will be required to sign an Assumption of Risk Agreement undertaking all responsibility for such incidents, accidents and/or damages.

## 18. GAMES ROOM

a) The Games Room is open daily from 8:00 a.m. to 1:00 a.m. but may need to be closed for maintenance and cleaning from time to time.

b) The Resident must see the Concierge to access this room at all times.

- c) Only registered Residents/Owners can sign in with the Concierge. You must sign for the use of equipment/room and by so doing, you agree to the conditions of the Games Room Policy. The person/resident signing acknowledges that any damages or loss to the Room or property or equipment, including carpet or other cleaning, will be their responsibility. NOTE: Residents who have signed out the billiard balls and open the door to other residents, may be held responsible for any damages caused by other residents if you do not sign the equipment back to the Concierge.
- d) Children under the age of 16 are not permitted to use this facility unless accompanied by a parent or an agent 18 year of age or older. Residents may also bring a maximum of seven (7) guests into the Billiards Room, provided they remain with their guests and are responsible for their complying with all Rules. You must register the number of guests in the room. The Concierge may require guests to leave if he/she considers there are too many or too much noise for the facilities. Unauthorized entry or use of the Room may result in loss of the use of the room.
- e) Residents can use the Games Room for periods of one hour at a time on a first come first serve basis. Please Note:
- Playing time is limited to one hour if someone else is waiting to use the billiard table or other game table.
  - Only if no other residents are waiting to play, may you continue to play beyond the one hour limit.
  - The resident leaving the room must sign out at the Concierge desk to sign back the equipment.
  - The new user must sign out the equipment under their own name.
- f) The billiard table shall be used only for playing billiards or snooker.
- g) Billiard equipment is kept at the Concierge desk. The Concierge will remove and replace the table cover each time the billiards table is used in order to inspect for damage to the table.
- h) Food or alcoholic beverages are not permitted in the Games Room.
- i) NO SMOKING is allowed in the Games room.
- j) Garbage or debris must be disposed of properly. If the room needs extra cleaning due to misuse, the resident using the room may be charged back for costs.
- k) Residents/Owners must report any mishaps or damage to equipment or furnishings to the Concierge immediately. Otherwise, damage done to the room, table or equipment, or missing equipment, will be the responsibility of the last Resident(s) who used the Billiards Room.

## 19. GUEST SUITES

There are two (2) Guest Suites available for the convenience and use of our Residents' guests. The suites are located on the Ground Floor. The Guest Suites are considered to be extensions of the Owners' suites and are intended for the use of their houseguests; that is, personal friends and family visiting with a Resident in the building. It is expected that the guests will normally take meals in the Owner's suite as the rooms were not intended for food consumption. Residents will be expected to treat these suites as they would a guest bedroom within their home.

- a) Guests are subject to all the Corporation's Rules and regulations.
- b) Access to the Guest Suite(s) is/are restricted to those Residents making a reservation with Management or other authorized representative of the Corporation.
- c) The Guest Suites are available on a "first come" basis. Residents may book the Suite(s) by phone or in person. Signing of the Guest Suite Agreement and full payment, by cheque, is required each time the Guest Suites are rented. Cheques are to be made payable to the Corporation and shall be delivered to the Concierge desk at the time of booking.
- d) The rate for the use of each suite and cancellation fee is set, from time to time, by the Board of Directors. A security/damage deposit will also be required.
- e) Prior to occupation of a Guest Suite, the Resident shall complete an inspection form, with Concierge, or authorized representative of the Corporation. The Resident is responsible for any damage caused to the suite by the guest. A post-inspection of the suite shall be made by the Resident, accompanied by the Concierge, or authorized representative of the Corporation.
- f) The rooms are not to be rented for commercial purposes, business relationships or to any person that would not normally be a guest in one's home.
- g) The maximum stay for a guest is seven (7) nights, unless there is written consent from the Board or Management.
- h) The guests may use the saunas, billiards room, exercise room and other recreational facilities only when accompanied by a Resident Owner.
- i) Children under the age of sixteen (16) years of age are not permitted to occupy the Guest Suite without direct adult supervision.
- j) The Guest Suite key should be picked up from the Concierge desk by the Resident making the booking.
- k) Check-in and check-out times are set by Management, from time to time.
- i) Suites will be cleaned before use. If additional cleaning is required there will be an additional fee charged.
- m) Problems within the Guest Suite(s) are to be reported to Management or the Concierge immediately.
- n) Pets are not allowed in Guest Suites.
- o) No cooking is permitted.
- p) There is NO SMOKING in the Guest Suites. (Related section: SAFETY)

## 20. ELEVATORS AND MOVING

The following Rules, with respect to the use of the Moving Elevator, are meant to promote the safety, security and welfare of the Owners and to prevent unreasonable interference with the use of the Moving Elevator and of other parts of the common elements. An Elevator Reservation Agreement shall be signed, and be accompanied by a damage deposit, when reserving the Moving Elevator.

- a) Furniture and equipment may be moved from one floor to another, or in or out of the building, only in the Moving Elevator and only after proper wall protection has been fixed by advance arrangement with Management.
- b) Elevator reservations for full suite moves shall be made in advance with the Concierge, at which time the Resident shall complete the Elevator Reservation Agreement, and provide Management with the refundable damage deposit, as specified in the Agreement.
- c) Where damage to the elevators or any part of the common elements has been caused by movers or by the movement of furniture or equipment into or out of a Residential Unit, the person whose name is on the Elevator Reservation Agreement and 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 Management as soon as possible following the move, on the basis of quotations. The Corporation may collect any such amount owing as provided in the Condominium Act or by any other lawful means.
- d) All moves/deliveries shall be made in or out of the building through the move-in room. No items of any type are allowed to be moved through the main lobby doors.
- e) Moves times slots are set in the Elevator Reservation Agreement, and shall be complied with. Moves are not permitted on Sundays or Statutory Holidays with the exception of the last day of the month. (Related section: QUIET ENJOYMENT)
- f) Moving shall be done via the laneway on the north side of the building through the move-in doors. No moving is permitted through the front entrance or P1, P2, P3 lobbies.
- g) Furniture moves and deliveries shall be pre-arranged with the Concierge.
- h) Owners shall ensure that their movers are adequately insured.
- i) Owners/Residents shall make arrangements for disposal of mattresses, chesterfields, appliances or other large items. If assistance is required, the superintendent shall be contacted. Such items shall be removed from the premises, as there is no provision for disposal by the Corporation. (Related section: GARBAGE DISPOSAL)
- j) Only the Moving Elevator shall be used for transport of furniture, heavy equipment or construction supplies.
- k) No materials shall be left in the stairwells. (Related section: SAFETY)

## 21. FLOORING INSTALLATION POLICY

Please be advised that prior to installing any flooring in your unit, the Board of Directors of Toronto Standard Condominium Corporation N<sup>o</sup> 1526 must approve the proposed renovation. All flooring materials to be installed

inside the unit shall be in accordance with the noise transmission prevention requirements pursuant to TARION guidelines, as amended and all rules and regulations there under. You are also asked to provide all drawings and specifications of your proposed hardwood floor installation to the property management office for review.

Any unit owner who proposes to changing the flooring in his/her unit is bound by the following conditions:

- a) Prior to flooring installation in his/her unit the unit owner shall obtain written approval from the corporation.
- b) Prior to flooring installation in his/her unit the unit owner shall advise the corporation in writing of the names of **all professional contractors hired to complete the installation.**
- c) Prior to flooring installation in his/her unit the unit owner shall provide the corporation with a copy of the **certificate of liability insurance** and a copy of a **WSIB** certificate in the name of the professional contractor or company hired to complete the installation.
- d) Prior to flooring installation in his/her unit the unit owner shall provide the corporation with a proposed work schedule including a start date and a completion date. The hours of work all contractors are Monday to Friday between 9 A.M. and 5 P.M. and Saturdays between 12 pm and 4 pm only. Without exception renovation work is not permitted on Sundays or Holidays.
- e) Prior to flooring installation in his/her unit the unit owner shall, in writing, **inform the residents of all adjacent units including the unit above and the unit below the proposed renovation site.**
- f) All materials and equipment to be used for the purpose of flooring installation must enter the building through the "Move-In" room.
- g) Transportation to and from the unit of all materials and equipment to be used for the flooring installation shall be via the freight elevator only. All renovation debris including discarded flooring material shall be moved from the unit via the freight elevator only. The freight elevator shall be reserved through the Concierge desk. Failure to reserve the freight elevator in the appropriate manner will result in the corporation refusing the unit owner use of the freight elevator.
- h) **The unit owner's contractor is responsible for removing from the building all debris caused as a result of the unit owner's hardwood floor installation and the unit owner shall inform their contractor of the same.** The City will not remove any construction debris. The corporation's garbage bins and containers are for household garbage only. **Without exception construction debris and waste is not to be thrown down any garbage chute servicing the building.**
- i) Access to the suite must be provided to any agent of the corporation throughout all phases of the work for the purpose of ensuring that all of the agreed conditions are being met.
- j) An approved sound insulation with an **IIC Rating of at least 60** with a thickness of at least 4 mm must be installed under any new ceramic tile, marble, laminate, or hardwood flooring. **An inspection to verify the installation of this material shall be completed by an agent of the corporation.** Please make an appointment for this inspection with the Management Office. **Failure to install sound insulation rated at least IIC 60 and/or failure to allow an agent of the corporation to inspect the sound insulation once installed, may result in the corporation taking action to have the hardwood floor removed at the unit owner's cost.**

- k) The unit owner shall be liable for all damages that either the owner or the owner's contractor(s), cause to the common elements before, during or after the flooring installation.
- l) All Municipal, Provincial and Federal building codes, fire codes and all related codes/laws must be adhered to during the flooring installation.
- m) No residential unit owner shall allow or cause to be allowed any hardwood, ceramic, marble, laminate floor in a residential unit, exclusive of the kitchen and bathroom, to be less than sixty-five percent (65%) covered by carpeting or rugs. This condition shall be carried forward and shall apply to all future owners of the unit. In all cases the vendor of the unit shall inform the purchaser of this condition.
- n) All noise complaints resulting from the installation of ceramic, laminate, marble, hardwood floorings shall, within thirty (30) days of complaint, be rectified by the unit owner at the unit owner's sole expense.
- o) You must complete the attached indemnification form and management will notify you, in writing, prior to Board approval.

## 22. RENOVATION POLICY

Please be advised that prior to any renovations in your unit, the Board of Directors of Toronto Standard Condominium Corporation N<sup>o</sup>. 1526 must approve the proposed renovation. You are also asked to provide all drawings and specifications of your proposed renovations to the property management office for review at least 1 week prior to the monthly Board of Directors meeting. It is imperative to note that the Board of Directors only meets once a month. No authorization will be given prior to this meeting.

Any unit owner who proposes renovations in his/her unit is bound by the following conditions.

### Items Required for Approval

The following items are required in a package together for Board Approval one week prior to the regular scheduled Board Meeting. If the package is not complete no authorization for renovation will be provided.

- a) The unit owner shall advise the corporation in writing of the names of **all professional contractors hired to complete the installation.**
- b) The unit owner shall provide the corporation with a copy of the **certificate of liability insurance** and a copy of a **WSIB** certificate in the name of each of the professional contractor(s) or company(s) hired to carry out the renovations.
- c) The unit owner must completely fill out the "Renovation Indemnification Form".
- d) The unit owner shall provide the corporation with a proposed work schedule including a start date and a completion date. The hours of work all contractors are Monday to Friday between 9 A.M. and 5 P.M. and Saturdays between 1 pm and 4 pm only. Without exception renovation work is not permitted on Sundays or Holidays.
- e) The freight elevator shall be reserved through the Concierge desk. Failure to reserve the freight elevator in the appropriate manner will result in the corporation refusing the unit owner use of the freight elevator.



- f) The unit owner shall, in writing (provided to Management), **inform the residents of all adjacent units including the unit above and the unit below the proposed renovation site.**
- g) An emergency telephone contact of the supervising contractor must be provided along with this documentation.

**Information and Items Required After Board Approval**

- a) All materials and equipment to be used for the purpose of renovations must enter the building through the "Move-In" room.
- b) All contractor(s) carrying out work must sign in and out, on a daily basis, with the security desk.
- c) Electrical work should be done by a licenced electrician. All electrical work must comply with the Ontario Electrical Code and must be inspected by an electrical inspector prior to any walls being closed in. A copy of a certificate with a city inspector's signature approving modifications or additions is required by the Corporation.
- d) All plumbing work should be done by a licenced plumber. All plumbing work must comply with Ontario Plumbing code and must be inspected by a plumbing inspector prior to any wall being constructed or closed in. A copy of the certificate approving a new modification or additions with a city inspector's signature is required by the Corporation.
- e) Transportation to and from the unit of all materials and equipment to be used for the flooring installation shall be via the freight elevator only. All renovation debris including discarded flooring material shall be moved from the unit via the freight elevator only.
- f) **The unit owner's contractor is responsible for removing from the building all debris caused as a result of the unit owner's hardwood floor installation and the unit owner shall inform their contractor of the same.** The City will not remove any construction debris. The corporation's garbage bins and containers are for household garbage only. **Without exception construction debris and waste is not to be thrown down any garbage chute servicing the building.**
- g) Access to the suite must be provided to any agent of the corporation (Board of Directors, Management, Superintendent etc.) throughout all phases of the work for the purpose of ensuring that all of the agreed conditions are being met.
- h) The unit owner shall be liable for all damages that either the owner or the owner's contractor(s), cause to the common elements before, during or after the insuite renovations.
- i) All Municipal, Provincial and Federal building codes, fire codes and all related codes/laws must be adhered to during the renovation work.
- j) No Resident shall permit anything to be done to the suite entry door which will in any way compromise the Fire Rating of the door, such as, by way of example, there shall be no nail or screw affixed to the entry door. This includes weather stripping on any parts in, around and outside the suite door and frame. Any costs related to repairing this as a result of the damage caused will be absorbed by the Unit owner.
- k) No Owner or Resident shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his/her suite without written permission of the Board, and shall use only those contractors to do such plumbing or electrical repair or alteration as approved by the Board. Any unapproved major alterations can be subject to a Home Inspection to certify safety with the cost of the inspection to be recovered by the

Resident. Deficiencies, problems or safety issues that result, will be rectified by the Resident fully at the Resident's cost.

Notes:

- a) No alteration of the fire system, including speakers within each suite will be permitted. (painting of speakers not allowed)
- b) The approval of this renovation request form, does not confirm TSCC 1526 is guaranteeing the work can be carried out as planned. Any after approval changes may be needed as a result of the conditions differing from original and/or unknown conditions/renovations to the suite, will be the sole responsibility of the owner.
- c) No jet flush / high pressure toilets are permitted.
- d) No garburators (in kitchen garbage disposers) are permitted.
- e) Care and attention must be exercised when replacing, installing or modifying any baseboards because cable TV. may be concealed behind. In case of any damage caused, the owner of the suite will be responsible for any and all costs incurred for cable repairs.
- f) No installation of coverings, carpeting, painting etc. to balcony and terraces is permitted.
- g) Electrical conduits, plumbing, telephone and cable lines servicing other suites must not be altered in any way.

### 23. ENFORCEMENT

- a) These Rules extend to all present and future Owners, Tenants and Residents of Units, their families, guests, invitees or licensees as provided by Section 31 of the Act and Article IV (1), Clause c of the Declaration, all of whom shall be subject to and shall comply with the provision of the Act, the Declaration, the By-Laws, and any other Rules and Regulations of the Corporation.
- b) In addition to all other means of enforcement available to the Corporation, attention is directed to Section 49 of the Act which provides that a duty be imposed by the Act. The Declaration, the By-Laws or the Rules may be enforced by and order of the court directing the performance of the duty.
- c) These rules will be enforced by way of fines. The penalty process would generally include: The first offence will be addressed with a letter from Property Management. **A second offence includes a letter plus a \$50 fine, and subsequent offences a \$100 fine and legal action as required.**



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## **FLOORING INSTALLATION POLICY**

Dear Owner,

Please be advised that prior to installing any flooring in your unit, the Board of Directors of Toronto Standard Condominium Corporation N<sup>o</sup>. 1526 must approve the proposed renovation. All flooring materials to be installed inside the unit shall be in accordance with the noise transmission prevention requirements pursuant to TARION guidelines, as amended and all rules and regulations there under. You are also asked to provide all drawings and specifications of your proposed hardwood floor installation to the property management office for review.

Any unit owner who proposes to changing the flooring in his/her unit is bound by the following conditions:

- 1) Prior to flooring installation in his/her unit the unit owner shall obtain written approval from the corporation.
- 2) Prior to flooring installation in his/her unit the unit owner shall advise the corporation in writing of the names of **all professional contractors hired to complete the installation**.
- 3) Prior to flooring installation in his/her unit the unit owner shall provide the corporation with a copy of the **certificate of liability insurance** and a copy of a **WSIB** certificate in the name of the professional contractor or company hired to complete the installation.
- 4) Prior to flooring installation in his/her unit the unit owner shall provide the corporation with a proposed work schedule including a start date and a completion date. The hours of work all contractors are Monday to Friday between 9 A.M. and 5 P.M. and Saturdays between 12 pm and 4 pm only. Without exception renovation work is not permitted on Sundays or Holidays.
- 5) Prior to flooring installation in his/her unit the unit owner shall, in writing, **inform the residents of all adjacent units including the unit above and the unit below the proposed renovation site**.
- 6) All materials and equipment to be used for the purpose of flooring installation must enter the building through the "Move-In" room.
- 7) Transportation to and from the unit of all materials and equipment to be used for the flooring installation shall be via the freight elevator only. All renovation debris including discarded

flooring material shall be moved from the unit via the freight elevator only. The freight elevator shall be reserved through the Concierge desk. Failure to reserve the freight elevator in the appropriate manner will result in the corporation refusing the unit owner use of the freight elevator.

- 8) **The unit owner's contractor is responsible for removing from the building all debris caused as a result of the unit owner's hardwood floor installation and the unit owner shall inform their contractor of the same.** The City will not remove any construction debris. The corporation's garbage bins and containers are for household garbage only. **Without exception construction debris and waste is not to be thrown down any garbage chute servicing the building.**
- 9) Access to the suite must be provided to any agent of the corporation throughout all phases of the work for the purpose of ensuring that all of the agreed conditions are being met.
- 10) An approved sound insulation with an **IIC Rating of at least 60** with a thickness of at least 4 mm must be installed under any new ceramic tile, marble, laminate, or hardwood flooring. **An inspection to verify the installation of this material shall be completed by an agent of the corporation.** Please make an appointment for this inspection with the Management Office. **Failure to install sound insulation rated at least IIC 60 and/or failure to allow an agent of the corporation to inspect the sound insulation once installed, may result in the corporation taking action to have the hardwood floor removed at the unit owner's cost.**
- 11) The unit owner shall be liable for all damages that either the owner or the owner's contractor(s), cause to the common elements before, during or after the flooring installation.
- 12) All Municipal, Provincial and Federal building codes, fire codes and all related codes/laws must be adhered to during the flooring installation.
- 13) No residential unit owner shall allow or cause to be allowed any hardwood, ceramic, marble, laminate floor in a residential unit, exclusive of the kitchen and bathroom, to be less than sixty-five percent (65%) covered by carpeting or rugs. This condition shall be carried forward and shall apply to all future owners of the unit. In all cases the vendor of the unit shall inform the purchaser of this condition.
- 14) All noise complaints resulting from the installation of ceramic, laminate, marble, hardwood floorings shall, within thirty (30) days of complaint, be rectified by the unit owner at the unit owner's sole expense.
- 15) You must complete the attached indemnification form and management will notify you, in writing, prior to Board approval.

**FLOORING INSTALLATION INDEMNIFICATION FORM**

I, (Unit Owner of Suite \_\_\_\_\_) agree to resolve all noise disturbance complaints of residents, which in the opinion of the Corporation affect their quiet enjoyment, within 30 days of Notice of Complaint. Further, I agree that all expenses incurred as a result of addressing a noise complaint including but not limited to legal costs are my sole responsibility to pay.

I as the registered unit owner agree to inform, in writing, all potential purchasers of my suite that I have installed flooring in my unit and that I am bound by the corporation's flooring installation policy. I shall or my agent shall note this matter on all status certificate requests.

I as the registered unit owner agree to inform, in writing, all residents of units adjacent to mine whenever work is being done that may create a noise.

I as the registered unit owner understand that the flooring installation in my unit is considered betterment and is therefore not covered by the corporation's insurance policy. I further understand that the corporation recommends that I contact my insurance broker to ensure all betterments are fully covered under my insurance policy.

*I/We have read and agree to all the conditions listed in both the corporation's "Flooring Installation Policy" and the accompanying indemnification form.*

*I/We shall indemnify and save harmless the corporation, its officers, employees, and other agents of the corporation as contracted from time against all loss, cost, damage, injury or liability whatsoever caused by the flooring installation in my/our unit.*

*I/We also understand that by signing this document I/We verify and confirm that I/We have the required building permits and insurance to cover the work directly or through the contractor I/We have engaged to flooring installation in my/our unit.*

DATED THIS \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

Suite No:

1. Suite Owner:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

2. Suite Owner:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

Provide detailed written description of work that is to be performed (*Attach drawings, specifications, flooring material and sound/underlay barrier samples*).

Your request will be submitted at the next scheduled Board meeting.

Board Approval:

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Property Manager*

\_\_\_\_\_  
*Signature*



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## **RENOVATION POLICY**

Please be advised that prior to any renovations in your unit, the Board of Directors of Toronto Standard Condominium Corporation N<sup>o</sup>. 1526 must approve the proposed renovation. You are also asked to provide all drawings and specifications of your proposed renovations to the property management office for review at least 1 week prior to the monthly Board of Directors meeting. It is imperative to note that the Board of Directors only meets once a month. No authorization will be given prior to this meeting.

Any unit owner who proposes renovations in his/her unit is bound by the following conditions.

### **Items Required for Approval**

The following items are required in a package together for Board Approval one week prior to the regular scheduled Board Meeting. If the package is not complete no authorization for renovation will be provided.

1. The unit owner shall advise the corporation in writing of the names of **all professional contractors hired to complete the installation.**
2. The unit owner shall provide the corporation with a copy of the **certificate of liability insurance** and a copy of a **WSIB** certificate in the name of each of the professional contractor(s) or company(s) hired to carry out the renovations.
3. The unit owner must completely fill out the attached indemnification form.
4. The unit owner shall provide the corporation with a proposed work schedule including a start date and a completion date. The hours of work all contractors are Monday to Friday between 9 A.M. and 5 P.M. and Saturdays between 1 pm and 4 pm only. Without exception renovation work is not permitted on Sundays or Holidays.
5. The freight elevator shall be reserved through the Concierge desk. Failure to reserve the freight elevator in the appropriate manner will result in the corporation refusing the unit owner use of the freight elevator.
6. The unit owner shall, in writing (provided to Management), **inform the residents of all adjacent units including the unit above and the unit below the proposed renovation site.**
7. An emergency telephone contact of the supervising contractor must be provided along with this documentation.

### **Information and Items Required After Board Approval**

1. All materials and equipment to be used for the purpose of renovations must enter the building through the "Move-In" room.
2. All contractor(s) carrying out work must sign in and out, on a daily basis, with the security desk.
3. Electrical work should be done by a licenced electrician. All electrical work must comply with the Ontario Electrical Code and must be inspected by an electrical inspector prior to any walls being closed in. A copy of a certificate with a city inspector's signature approving modifications or additions is required by the Corporation.

4. All plumbing work should be done by a licenced plumber. All plumbing work must comply with Ontario Plumbing code and must be inspected by a plumbing inspector prior to any wall being constructed or closed in. A copy of the certificate approving a new modification or additions with a city inspector's signature is required by the Corporation.
5. Transportation to and from the unit of all materials and equipment to be used for the flooring installation shall be via the freight elevator only. All renovation debris including discarded flooring material shall be moved from the unit via the freight elevator only.
6. **The unit owner's contractor is responsible for removing from the building all debris caused as a result of the unit owner's hardwood floor installation and the unit owner shall inform their contractor of the same.** The City will not remove any construction debris. The corporation's garbage bins and containers are for household garbage only. **Without exception construction debris and waste is not to be thrown down any garbage chute servicing the building.**
7. Access to the suite must be provided to any agent of the corporation (Board of Directors, Management, Superintendent etc.) throughout all phases of the work for the purpose of ensuring that all of the agreed conditions are being met.
8. The unit owner shall be liable for all damages that either the owner or the owner's contractor(s), cause to the common elements before, during or after the insuite renovations.
9. All Municipal, Provincial and Federal building codes, fire codes and all related codes/laws must be adhered to during the renovation work.
10. No Resident shall permit anything to be done to the suite entry door which will in any way compromise the Fire Rating of the door, such as, by way of example, there shall be no nail or screw affixed to the entry door. This includes weather stripping on any parts in, around and outside the suite door and frame. Any costs related to repairing this as a result of the damage caused will be absorbed by the Unit owner.
11. No Owner or Resident shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his/her suite without written permission of the Board, and shall use only those contractors to do such plumbing or electrical repair or alteration as approved by the Board. Any unapproved major alterations can be subject to a Home Inspection to certify safety with the cost of the inspection to be recovered by the Resident. Deficiencies, problems or safety issues that result, will be rectified by the Resident fully at the Resident's cost.

Notes:

- a) No alteration of the fire system, including speakers within each suite will be permitted. (painting of speakers not allowed)
- b) The approval of this renovation request form, does not confirm TSCC 1526 is guaranteeing the work can be carried out as planned. Any after approval changes may be needed as a result of the conditions differing from original and/or unknown conditions/renovations to the suite, will be the sole responsibility of the owner.
- c) No jet flush / high pressure toilets are permitted.
- d) No garburators (in kitchen garbage disposers) are permitted.
- e) Care and attention must be exercised when replacing, installing or modifying any baseboards because cable TV. may be concealed behind. In case of any damage caused, the owner of the suite will be responsible for any and all costs incurred for cable repairs.
- f) No installation of coverings, carpeting, painting etc. to balcony and terraces is permitted.
- g) Electrical conduits, plumbing, telephone and cable lines servicing other suites must not be altered in any way.

### **RENOVATION INDEMNIFICATION FORM**

I as the registered unit owner agree to inform, in writing, all potential purchasers of my suite renovations in my unit and that I am bound by the corporation's renovation policy. I shall or my agent shall note this matter on all status certificate requests.

I as the registered unit owner agree to inform, in writing, all residents of units adjacent to mine whenever work is being done that may create a noise.

I as the registered unit owner understand that the flooring installation in my unit is considered betterment and is therefore not covered by the corporation's insurance policy. I further understand that the corporation recommends that I contact my insurance broker to ensure all betterments are fully covered under my insurance policy.

***I/We have read and agree to all the conditions listed in both the corporation's "Rules & Regulations and Renovation Policy" and the accompanying indemnification form.***

***I/We shall indemnify and save harmless the corporation, its officers, employees, and other agents of the corporation as contracted from time against all loss, cost, damage, injury or liability whatsoever caused by the renovations in my/our unit.***

***I/We also understand that by signing this document I/We verify and confirm that I/We have the required building permits and insurance to cover the work directly or through the contractor I/We have engaged to renovate my/our unit.***

DATED THIS \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

Proposed start date: \_\_\_\_\_ Proposed completion date: \_\_\_\_\_

Elevator reservations have been made: Yes or NO

Suite No: \_\_\_\_\_

1. Suite Owner: \_\_\_\_\_  
*Signature* *Print Name*

2. Suite Owner: \_\_\_\_\_  
*Signature* *Print Name*

Provide detailed written description of work that is to be performed (***Attach drawings, specifications, flooring material and sound/underlay barrier samples***).

Your request will be submitted at the next scheduled Board meeting.

Board Approval: \_\_\_\_\_  
*Date* *Property Manager* *Signature*