

Rules & Regulations

TSCC 1932

The Clairmont

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T.S.C.C. No. 1932

INTRODUCTION

The Condominium Act and the Condominium documentation, which all original CLAIRMONT Owners received at the time of purchase, contain a number of Rules, Regulations and By-Laws designed to assist our Corporation to operate in a businesslike manner that is in the best interests of the majority of Residents. Your Board of Directors is also authorized by legislation and these same documents to introduce additional By-Laws and Rules for the same purpose.

Owners of the CLAIRMONT should make themselves familiar with this material in order to fully enjoy the many facilities that the CLAIRMONT has to offer.

Property Management, to whom infractions of the Rules and Regulations should be reported in writing, has the full support of the Board of Directors in seeing that the "do's" and "don'ts" are followed. Your co-operation in this regard will be greatly appreciated by your Board of Directors and by your neighbors.

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

From time to time, the Board may deem it appropriate and necessary to create additional policies, procedures and agreements to address a current issue(s). If this is the case, copies of such policies, procedures and or agreements will be available at the property management office.

Throughout the document certain costs will be attributable to the Owner even though they are not Residents. Owners are advised to note these situations so that they can be covered in any agreement with their Tenants.

GENERAL

Any and all losses, costs or damages incurred by the Corporation by reason of a breach of any provision in the Declaration, By-Laws and/or Rules and Regulations of the Corporation in force from time to time, by any Owner, his/her family, any other Resident of the suite, guests, invitees, or licensees of the Owner, shall be borne and/or paid for by such Owner and may be recovered as additional contributions toward common expenses.

ENFORCEMENT OF THE RULES AND REGULATIONS

- These regulations apply to all present and future Owners who shall be subject to and shall comply with the provisions of the Act, the Declaration, the By-Laws and any other Rules and Regulations of the Corporation.
- In addition to all other means of enforcement available to the Corporation, attention is directed to Section 58 of the 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.
- Owners shall supply the management office with:

- the names of all Residents and Tenants of all Residential Suites
- An alternate address and telephone number (cottage, winter home temporary address if away more than four weeks etc.)
- two emergency contacts other than another Resident of the same suite
- a pet register form must be submitted if you have a pet,
- The license number of all motor vehicles that are parked in the parking spaces.

FAILURE TO PROVIDE INFORMATION

- Failure to provide alternate address information will result in all notices being deemed to have been served by use of the CLAIRMONT address.
- Failure to provide complete information may cause the Owner or Resident to be restricted from use of associated facilities.

THE CONCIERGE

- The Concierge has the authority to act on behalf of the Board of Directors to enforce the Declaration, By-Laws, Rules and Regulations of The Clairmont. The Concierge or other security personnel have the right to restrict visitors or residents from using the facilities.
- The Concierge desk is staffed 24 hours per day, 7 days a week.
- The Concierge and Property Manager are the only persons authorized to operate the desk controls. Under no circumstances is a Resident or a Visitor permitted to operate the controls, or enter the concierge area.
- The Concierge and the Corporation are not responsible for any delivered goods or personal property that is left in the common areas. However, goods accepted by the Concierge are to be kept secure and Residents are to be notified if such goods have been received.
- The Concierge will not receive deliveries C.O.D. and will not accept cash for deliveries.
- The Concierge is not permitted to allow any unauthorized entries. However, the Concierge is responsible for keeping a record of all deliveries, schedules for cleaning staff and/or service personnel and requires signed authorization from each individual Resident identifying the personnel, approximate times of arrival and departure.
- The Concierge keeps a Visitors Registry for Residents who have authorized persons to enter their suites during extended periods of absence from The Clairmont. With proper identification such Visitors will be requested to sign in upon entering The Clairmont and sign out upon leaving the building.
- The telephone at the Concierge desk is for use by staff only.
- The Concierge must be notified immediately of any serious malfunctions in the building's common areas or with the suites so that proper entry and follow-up can be made in the logbook
- The Concierge will accept no keys from realtors or agents.

OWNERS AND TENANTS

- Prior to moving into the suite and concurrent with the booking of the elevator for such move, each Owner or Tenant shall complete the Owner's Information Form or the Tenant's Registration Form. This information is kept totally confidential and is necessary for the safety and security of the Residents.

- Each Residential suite shall be used as a single family dwelling suite and for no other purpose.
- No unlawful, offensive, improper, immoral or commercial use shall be made of any suite or of the condominium property. All municipal and other zoning ordinances, laws, rules and regulations of all governmental regulatory agencies having jurisdiction shall be strictly observed.
- No Owner shall, upon reasonable notice, deny entry to his suite to the Condominium Corporation or any person authorized by the Corporation to perform the purpose and duties of the Corporation.
- Upon entering into the lease of his suite, the Owner shall provide:
 - i) the Tenant with a copy of the Declaration, By-Laws and Rules;
 - ii) the Owner's new address(es) to Property Management;
 - iii) a copy of the Lease or Tenant Registration Form
 - iv) Such other information as the Board of Directors may from time to time reasonably require.
- A lease shall be for an initial term of not less than one (1) year except that a lease may be for an initial term of less than one year when, upon the expiration of the term, it is the bona fide intention of the Owner to promptly thereafter complete a sale of the suite. No suite shall be occupied under a lease or license arrangement for transient or hotel purposes.
- If Tenants terminate or vacate their suite in less than seven (7) months into their lease, the Owner or Agent will not be permitted to re-occupy or lease the suite. Any exceptions can only be approved by a majority of the Board of Directors during a duly constituted meeting.
- Within twenty (20) days of ceasing to rent the suite or within twenty (20) days of being advised that the Tenant has vacated or abandoned the suite, as the case may be, the Owner shall notify the Condominium Corporation in writing that the suite is no longer rented.
- Parking spaces and lockers may be owned only by suite Owners and may be rented only to Residents of the CLAIRMONT.
- No Owner shall allow his Tenant to sublet his suite to another Tenant for a period of less than 1 year (exceptions by formal Board approval only).
- During the period of occupancy by the Tenant, the Owner shall have no right of use of any part of the common elements, including private parking spots, except to attend official condominium business.
- The Owner shall supply the Board with a current mailing address and telephone number during the period of occupancy by the Tenant.

COMMON ELEMENTS

- Residents are to immediately report any suspicious person(s) seen on the property to the manager or staff.
- Building access doors shall not be left unlocked or wedged open for any reason. The moving or loading area/room shall be filled, the building secured and then the elevator may be used to bring items in or out of the suite. At no time shall building or suite doors be left open and/or unattended.
- No articles or doormats shall be placed at individual doorways in the hallways, including boot trays, boots, shoes, carts and strollers.
- Nothing shall be thrown out the windows or the doors of the suites or over balconies and terraces. This includes cigarette butts and any other items.
- No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements whatsoever without the prior written consent of the Board.
- No awnings or shades shall be erected over and outside of the windows and no reflective or insulating materials or coverings may be placed on any window or door without the prior written consent of the Board. Only white or off-white sheer curtains, vertical blinds or drapery liners may be hung on any exterior windows.
- No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window or door, or those parts of the common elements over which the Owner has exclusive use.
- No hanging or drying of clothes is allowed from balconies, terraces, patios or windows. Watering of plants shall be done in a manner that will not shower water on the balconies below.
- Water shall not be left running unless in actual use.
- No auction, estate or garage sale shall be held in any of the suites or on the common elements.
- Prospective suite buyers or renters must be accompanied at all times by licensed and bonded real estate agent, the Owner or an authorized (in writing) representative of the Owner.
- Save as otherwise provided or contemplated in the Declaration of the Corporation, the sidewalks, lobby passageways, walkways and driveways used in common by the Residents shall not be obstructed by the Residents or used by them for any purpose other than for ingress and egress to and from their respective suites and/or the common elements. Open house signs are not permitted in front of The Clairmont
- No items shall be removed from or added to the common elements by, or on behalf of, any Owner or Resident of a suite without prior approval from the Board of Directors. This includes permanent flooring/tiles on balconies, which require prior approval by the Board and are limited to approved flooring/tiles.
- No outside painting shall be done to the exterior of the suites, railings, doors, windows, or any other part of the common elements.
- No person or pet in their care shall harm, mutilate, destroy, alter soil or litter any of the landscaping work on the property, including walls, grass, trees, shrubs, hedges, flowers or flower beds, nor shall anyone uproot existing plants, hedges, shrubs or trees, nor plant new

shrubs, hedges or trees anywhere upon the common elements.

- Smoking and/or food and beverage consumption are prohibited in the corridors, elevators, stairwells and lobby.
- Any physical damage to the common elements caused by an owner or occupant, his family, guests, visitors, servants or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such owner or occupant
- 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, eating accommodations shall be placed, located, kept or maintained on the common elements.
- In line skates or roller skates may not be worn in the building. Bicycles, in line skates and skateboards are not permitted in the corridors, elevators, or common element areas, except the designated areas for entering and exiting (via the parking lot for the CLAIRMONT Residents)

RESIDENTIAL SUITE

- Suites 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 suite. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies shall be strictly observed.
- No Resident shall permit an infestation of mold, pests, insects, vermin or rodents to exist at anytime in his or her suite or adjacent common elements. Residents shall immediately report to the management office any incidents of pests, insects, vermin or rodents. Upon receipt of notice in writing, each Resident shall permit entry to his or her suite for the purpose of conducting pest control operations, including any spraying programs. Each Resident shall prepare the suite in the manner prescribed in the aforesaid notice and shall permit and facilitate entry into the suite by any authorized pest control personnel and shall co-operate in order to carry out the full extent of this rule.
- No Resident shall overload existing electrical circuits in his suite and shall not alter in any way the amperage of the existing circuit breakers in his suite.
- The bathrooms and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes, kitty litter, feminine hygiene products or other unacceptable substances shall be thrown down sinks or toilets. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the Owner who or whose Tenant, visitor, guest or agent has caused such damage.
- Prospective suite buyers or renters must be accompanied at all times by a licensed and bonded real estate agent, the Owner or an authorized (in writing) representative of the Owner.
- No barbecues may be used indoors or on balconies save and except for terraces or patios which have been fitted with a "quick disconnect" natural gas connection for a natural gas barbeque, installed by the developer.
- Suites with barbeques, fireplaces or gas stoves must have fire extinguishers nearby.
- Balconies, terraces and exclusive use areas shall not be used for the storage of any goods or materials.
- No balcony or terrace may be used as a bathroom for pets.
- Seasonal decorations may be affixed to suite doors only without puncturing or otherwise causing permanent abrasion or damage to the doors.
- Only seasonal furniture is allowed on balconies, terraces and exclusive use areas. All such items must be safely secured in order to prevent such items from being blown off the balcony, terrace or exclusive use areas by high winds.
- No Owner, Occupant or Tenant shall do or permit anything to be done on a balcony, terrace or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the suites and/or common elements by other Owners, Occupants or Tenants.

- No satellite antennas and/or dish receivers are allowed to be erected on the terraces, balconies, walls or railings of the building.
- Owners and Residents are required to purchase their own condominium insurance to cover their parts of the unit upgrades, contents and liabilities. The Owner's policy must also cover the Corporation's insurance deductible as amended and changed from time to time
- Patio furniture must be secured appropriate to the weather conditions. Deck umbrellas must be collapsed when not in actual use.
- The patio furniture must be a solid colour and either Taupe, Dark green or Black.
- Umbrellas must be Taupe in colour and logo free.

PETS

- A MAXIMUM OF TWO PETS ONLY PER SUITE IS PERMITTED. No animal, livestock or fowl of any kind other than a pet, being a dog, a domesticated cat, caged birds (except for pigeons), tropical fish and small caged animals usually considered as pets shall be kept or allowed in any suite. Illegal pets may not be housed or permitted to enter the CLAIRMONT. Exotic pets may only be housed with written permission of the Board of Directors.
- Pets residing in the CLAIRMONT must be registered in a Pet Register with the management office and current vaccination certificates must be provided.
- No Owner or Resident may permit a pet to remain alone in his suite such that said pet barks, howls or causes a noise or disturbance which disturbs the comfort or quiet enjoyment of the property by other Residents, their families, guests, visitors, or service personnel.
- No extended noise of any kind, barking or howling will be permitted.
- Pets are not allowed under any circumstances in the public or common areas of the building, except to enter or exit.
- All pets being walked on the allowed common elements, under the care and control of their Owner, family member or guest, must not be permitted to cause any damage whatsoever to the common elements
- Pets are not allowed on any furniture in the common areas.
- Pets are not permitted to run loose upon the common elements, lawns, walkways, driveways or garages. All pets must be carried or be on a leash when entering or exiting any part of the allowed common areas. Leashes while in these areas shall not exceed 6 feet in length.
- Owners and Residents by the nature of their residing at THE CLAIRMONT and having received these Rules do acknowledge the potential for a fine for the infraction of these Rules.
- Pets shall be kept clean and groomed at all times and are not permitted to create any inconvenience, noise or disturbance or soiling on or about the premises.

- When animals pollute the grounds or common areas, Residents shall immediately clean up after them. If accidents happen inside the building, they should be cleaned up immediately by the Resident and then reported to the Concierge. Cat litter must not be put down the toilet, but rather double bagged, tied and put down the garbage chute. Costs of any clean up will be charged to the Owner of the suite which is responsible for the pet involved in the particular incident. A minimum charge of \$25 per incident will be levied. The Board of Directors will review the minimum charge amount from time to time and may increase it when necessary.

- All damages or stains caused by a pet to the building or grounds and all cost of repairs of any damage caused by cleaning, chemicals or any such materials used in the attempt to remedy damage caused by a pet is the full responsibility of the Owner of the suite associated with said pet. The Owner will be responsible to pay the full cost of removal and replacement of said damaged items.

- No pet that is deemed by the board, in its absolute discretion, to be a nuisance shall be kept by any Resident of any suite or in any other part of the property. Prior to making a decision the board shall notify the owner that he or she may make representations to the board either in writing or in person.

- No breeding of pets for sale is permitted.

- If a pet Owner breaches any of the Rules relating to the keeping of pets on the property after already receiving a notice of a breach of the pet rules, a second or further breach of these rules shall constitute reasonable grounds for the pet Owner to be required to permanently remove the pet from the property. The Owner of the suite where such a pet resides will be responsible to pay the full cost if any for the removal process including any legal or professional services required to do so

MOVING AND DELIVERIES

- All moves, including into or out of The Clairmont, as well as from floor to floor, and all large deliveries and miscellaneous furniture moves must be booked in advance with the concierge, bookings will be on a first come first serve basis. A refundable security/damage deposit in such amounts as determined by the Board from time to time must be given to the concierge when making the reservation and an elevator reservation agreement must be completed and signed.
- Unscheduled moves are not permitted and will be charged back to the suite responsible.
- Furniture and equipment shall be moved into or out of the building only by the "service" elevator only after pads to protect it are installed, at the discretion of the concierge or manager.
- Except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 9:00 a.m. and 5:00 p.m. Monday to Saturday inclusive and shall not take place on public holidays
- It shall be the responsibility of the owner through the person reserving the service elevator to notify the manager to request an inspection of the service elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the owner reserving the service elevator shall 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 person reserving the service elevator. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the management as soon as possible following the moving or damage and the parties responsible shall be advised. Failure to be present for the pre or post inspection will result in the staff inspection being accepted as reported. The owner and the person reserving the service elevator shall be liable for the full cost of repairs to any damage to the service elevators and any part of the common elements caused by the moving of furniture or equipment into or out of the suite. The Corporation through its manager shall have the right to withhold all or part of the security/damage deposit as it deems necessary as security for partial or complete payment of any damages sustained. The corporation shall apply all or part of the security deposit towards the cost of repairs. If the cost of repairs should be less than the amount of the security deposit, the balance shall be returned to owner or person reserving the service elevator. If the cost of repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of the security deposit shall be assessed against the unit owned by or occupied by the person reserving the service elevator as a common element expense and shall be collected as such. Owners assume responsibility for their tenants.
- During the term of the reservation and while any exterior doors are in an open condition, the owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building. e.g. a resident or their agent must stand post while the door is open.
- Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
- All moves and large deliveries must be through the loading area. No large items or moves are to be made through the lobby, or garage area.

PARKING

- For the purpose of these rules, "motor vehicle" means a private passenger, station wagon, compact van, or motorcycle as customarily understood.
- All motor vehicles operated by Owners must be registered with the Manager. Each Owner shall provide the Manager the license numbers of all motor vehicles driven by residents of the

Unit.

- No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the common elements. No parking areas shall be used for storage purposes.
- Parking is prohibited in driveway or any traffic lanes within the garage, delivery and garbage areas, unless permission is given by concierge.
- No extraordinary servicing, maintenance or repairs shall be made to any motor vehicle, within the garage or on the driveway.
- A parking sign-in is required with the concierge with respect to any motor vehicle parked on any area designated as a "Guest Visitor Parking Area"
- No motor vehicle shall be driven on any part of the driveway or garage at a speed in excess of 15 kilometers per hour.
- No person shall place, leave, park or permit to be placed, left or parked upon the Common elements any motor vehicle which, in the opinion of the 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 to damage the property. Upon seventy-two (72) hours' written notice from the Manager, the Owner of the motor vehicle shall be required to remove or attend to the motor vehicle as required and directed by the manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is left standing in a parking space or upon the Common Elements and is unlicensed or unregistered with the manager, the vehicle may be towed without notice to the owner at the Owner's expense.
- 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 other Owners.
- No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without a proper operating license.
- Guests and visitors shall park only in areas designated as guest or visitor parking.
- No parking units shall be used for any purpose other than to park a motor vehicle that is a private passenger automobile, station wagon, compact van or motorcycle.
- The owner of each parking space shall maintain the space in a clean and tidy condition including the elimination of oil or grease spills, and where such is not done the Corporation may have the parking space cleaned and may charge the cost of such cleaning to the suite owner.
- The parking spaces shall be subject to a right of access over all parking spaces at all times when necessary in favour of the Corporation, its servants, agents and employees for the purposes of ingress to and egress from mechanical, electrical and service areas equipment and for garage cleaning or repairs.

VISTORS TO THE CLAIRMONT

- a) Visitors to The Clairmont will only be allowed entry with verbal or written permission of a resident, either through front phone desk or concierge.
- b) Visitor arriving by automobile will provide concierge with license plate number, suite they are visiting and estimated time of visit, and shall sign-in to park in visitor parking space, if available.
- c) Visitors who do not sign in with concierge and do not abide by parking rules will be subject to having their car tagged and/or towed.
- d) Visitor parking is for automobiles or motorcycles only, vans and trucks will only be permitted if they have adequate clearance.
- e) When entry has been gained by advance written permission, the visitor shall sign in and out of the building and provide proof of identification.

FIRE AND SAFETY

- a) No Owner or Resident shall do or permit anything to be done in their suite or keep anything which will in any way increase the risk of fire or the rate of fire, or obstruct or interfere with the rights of the Owners/ Residents, or in any way injure or annoy them, or conflict with the Regulations of the relevant Fire department or with any insurance policy carried by the Corporation or conflict with any rules and ordinances of the local Board of Health or with any Municipal By-Laws or any Provincial or Federal Statute or Regulation.
- b) No smoking is permitted in any common area including halls, stairwells, lobby, exercise room, garage, or party room including the outdoor terrace.
- c) No storage of any combustible or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements.
- d) No propane or natural gas tanks shall be kept in the units or exclusive use common elements at any time. This includes any propane device. Barbeques are only permitted where gas line are already in place for that express purpose.
- e) Owners and occupants shall not overload existing electrical circuits.
- f) Nothing shall be thrown out the windows or the doors of the units or over balconies and terraces. This includes cigarette butts or any other item.

IN-SUITE RENOVATIONS, CONTRACTORS AND SERVICE PERSONNEL

- a) Only the "service" elevator may be used during any repair or renovation visit. If materials are required to be removed, delivered or installed, the elevator must be booked in advance by filling in an elevator reservation form. This form is available from the concierge desk.
- b) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bathtub, washbasin, sink, heating, air-conditioning, plumbing or electrical installation contained in or forming part of a suite shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation. However, the provisions of this paragraph shall not require any Owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling, which is within any suite.
- c) New hardwood or laminate flooring must be approved by the Board.
- d) The balconies and terraces are exclusive use common elements and any alteration must receive pre-approval by the Board of Directors prior to commencing.
- e) In the interest of preserving and maintaining the common areas of the condominium, particularly the elevators, carpets and walls, it is required that the Owner notify management prior to any renovation, in order to provide for necessary precautions.
- f) Owners will be responsible for any costs that may ensue to the Corporation or other Owners, resulting from such work.

- g) The contractor or workmen must remove all debris from the building daily. Owners must ensure that the common elements are kept clean and not damaged.
- h) The common element area must be maintained in a clean and presentable condition and must be cleaned at the end of each workday by the Owner, Resident, or contractor at the Resident or Owner's expense. No Owner or Occupant shall make any major plumbing, electrical, mechanical, and structural or television cable alteration in or to his suite without the prior consent of the Board.
- i) For the Owner/Resident protection all private contractors/trades/ service personnel must be insured for liability and if applicable, workers safety insurance. You have the right to ask for certificates prior to the commencement of the work, also ensure that your condominium suite insurance is in place prior to the work commencing.
- j) No Owner or Occupant shall make any major plumbing, electrical, mechanical, structural alteration in or to his suite without written approval of the Board.

NOISE/QUIET ENJOYMENT

- a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the manager, may or does disturb the comfort or quiet enjoyment of the suites or common elements by the Owners or their respective families, guests, visitors, servants and persons having business with them.
- b) As all residents are entitled to quiet enjoyment of their suites. Therefore, all efforts will be made to ensure that any nuisance or disruptive noise will be kept to a minimum and the office or the concierge will be advised if any noise is anticipated to occur for any length of time, i.e. suite renovations, etc.
- c) No auction sales or public events shall be allowed in any unit or the common elements; this includes unescorted open house events.
- d) Firecrackers or other fireworks are not permitted in any unit or on the common elements.
- e) Any repairs or other work to the units or common elements shall be made only during reasonable hours, consistent with the City by-laws between 8:00a.m. and 6:00p.m.
- f) No noise, caused by an instrument or other device or otherwise, which, in opinion of the board may be determined to disturb the comfort of the other residents, shall be permitted.
- g) Residents and their guests shall not use radios, DVD players, CD players or similar device in common areas without earphones or headset. No other person should be able to hear the music or commentary from the device being used.

GARBAGE DISPOSAL

- a) No garbage shall be placed in the garbage chute between the hours of 10:00p.m. and 8:00a.m.
- b) No burning cigarettes, cigars, ashes or other potential fire hazards or flammable materials shall be thrown down the garbage chute.
- c) Loose garbage is not to be deposited in the garbage chute. All garbage must be first properly bound packaged or bagged to prevent mess, odors and disintegration during its fall down the garbage chute or in the disposal room. Garbage must be pushed down to the chute to avoid sitting at the chute door. Push garbage button and drop in chute.

- d) Cardboard boxes of any type, even broken down flat, should never be put down the chutes.

KEYS

- a) The Corporation shall retain keys to all suites.
- b) No Owner/Resident may change or re-key the lock or locks and no additional lock may be placed on any door in or to any suite without prior approval from the Board of Directors.
- c) Electronic access keys, whether key fobs or remote push button controllers, are obtained by the Corporation for resale to residents for their convenience from time to time and their replacement of lost or failed electronic access keys are the responsibility and expense of the resident. There is neither guarantee nor warrantee for the duration of the performance of these devices either suggested or inferred.
- d) Under no circumstances shall building access or common element keys be made available to anyone other than the Owner, occupant or designated person who is registered with the concierge

RECREATIONAL FACILITIES-GENERAL

- a) Recreational facilities are the party room, patio and exercise/fitness rooms.
- b) All such facilities are used at your own risk. The Board of Directors, agents of the Corporation and employees of The Claimont are not responsible for accidents, lost or stolen personal property or any other damages.
- c) For Resident's protection, those on medications, or with respiratory, heart problems or other physical disabilities are urged to consult a physician before using any of the facilities.
- d) Unless otherwise stated in the section dealing with individual areas, recreational facilities are available to Residents daily from 6:00 a.m. to 12:00 midnight.
- e) Residents using recreational facilities are fully liable for any damages that they or their guests cause and costs will be assessed accordingly.
- f) Residents shall ensure that their visitors obey the Rules and Regulations.
- g) Radios, televisions, video games and tape decks may be used on the patio with earphones only and at a low volume in the exercise room with the permission of all others who are using the exercise room.
- h) The building's staff has been authorized to restrict entry to the recreational facilities and to remove any person who fails to comply with the Rules. They have been instructed to record in the logbook provided and inform the Property Manager of any incident of non-compliance with the Rules and Regulations by any Resident or guest of a Resident.

EXERCISE ROOM

- a) Proper attire is required when using the exercise room. And while recognizing the variety of exercise suits and aerobic outfits available today, proper decorum must be exhibited in wearing outfits that do not overly expose the wearer.
- b) Residents and/or guests shall not wear any sort of wet attire, including bathing suits, into exercise room.
- c) Residents and/or guests under age 16 are prohibited from using the exercise room unless they are accompanied by and supervised by an adult resident.
- d) Residents are responsible for guest's activities and use at all times. Maximum 2 guests per suite at one time.
- e) Residents and/or guests shall treat all equipment with reasonable care and caution.
- f) Removal of any equipment from the exercise room for any purpose is strictly prohibited.
- g) Weights, mats, and exercise equipment must be replaced where they belong after use.
- h) No food or beverage in a glass container is permitted within the exercise room.
- i) All residents and guests must, after using any machinery or equipment situated within the exercise room, wipe such machinery or equipment clean of any perspiration.
- j) Equipment is available on a first come, first serve basis. Residents should restrict use of a machine to 20 minutes if someone is waiting.

PARTY ROOM

- a) Any resident wishing to use the party room and patio for a private function shall complete in

duplicate a Rental Agreement for rental of this room and leave same with the Property Manager or Concierge together with cheques for the non-refundable cleaning and usage fee of \$125 and a security deposit \$ 500. In addition if the anticipated number of guests exceeds 35 a cheque to cover 4 hours of additional security will be required.

- b) The deposit shall be returned if the party room is left in the same condition as it was found. Agreement applications may be found at the concierge desk or management office. There are additional regulations attached to the agreement, which should be reviewed before booking the room.
- c) Cancellation of a party room rental should be made no later than two week prior to the rental date. If notification of the cancellation is not made within this time frame, a \$125.00 non refundable fee will be levied.
- d) Residents may reserve the party room with the Concierge for private functions. Hours of use are from 8:00 a.m. until 1:00 a.m. only. For functions that continue past 11:00 p.m.
- e) For private functions, as mentioned above, a Resident must complete an Agreement. If damage exceeds the amount of the security deposit, the Resident will be responsible for the total cost of damage. If the damage costs are not recoverable from the Resident they may be charged back to the Owner's suite and will be recoverable in the same manner as maintenance fees. The room will be checked by the Security/Concierge before and after the function. The Resident renting the room should attend the inspection for his/her own benefit.
- f) The party room cannot be used for any type of commercial, business or promotional purpose whatsoever, including charity events, regardless of whether actual sales transactions take place during the event
- g) Music/Audio must be turned down by 11:00 p.m. Excessive noise will not be permitted. If the noise is deemed to be excessive, the Concierge/Security has the authority to require that the noise cease.
- h) The corridor doors of the CLAIRMONT party room must be closed at all times, except for the purpose of entering or exiting.
- i) No throwing of rice, confetti, beans, or use of bubble mixtures is permitted. Gambling and cash bars are not allowed.
- j) Pets are not allowed in the party room unless they are being used as an aid.
- k) The maximum number of persons (including staff) for private functions allowed in the party room is 45.
- l) The Owner/Resident of the suite hosting the function shall be in attendance while the room is in use.
- m) At the discretion of the Concierge, a function may be cancelled for breach of the agreement between The Clairmont and the resident, or the corporation's rules.
- n) An inventory and inspection shall be done prior to and at the conclusion of the party by the concierge and/or management.

- o) Fire doors and all exits must be accessible and not blocked at any time during the event.
- p) No decorations shall be affixed to any party room surface or condominium property using tacks, tape, nails or glue, and resident is responsible for the removal of all decorations that the resident has provided, at the conclusion of the event.
- q) Party room fixtures, fittings, and decorations shall not be removed or tampered with.
- r) Resident is to provide own cutlery, dishes, cups, glasses, baking and cooking pots, pans utensils, etc. and to remove same at conclusion of event.

BICYCLES

- a) Bicycles are not permitted to be taken through the lobby. Ingress and egress must be via the garage ramp.
- b) Bicycles must not be stored or parked on any part of the common elements.
- c) For safety reasons, bicycles must not be ridden up or down garage ramp or within the parking garage. Safety practices must be observed at all times.

GARAGE AND DRIVEWAY

- a) Speed is not to exceed 15 kilometres per hour.
 - b) Extreme caution must be taken around all corners in the garage, on the garage ramp, and entering from and exiting to Yonge Street.
 - c) No vehicle shall fully block any part of the driveway or garage lanes at any time.
 - d) Residents must obey relevant traffic signs
-

September 26, 2008

To: Earl Shore, President
Deborah Roth
Robert Holden

This letter is a joint response to your memo of September 10, 2008 which:

1. Outlines a number of items investigated by the newly elected Board together with proposed solutions
2. Proposes a meeting of condominium owners for Tuesday, October 7th.

A group of some 25 owners has concerns about the proposals outlined and met to discuss same. In the spirit of true transparency, the minutes from our meeting held on Monday, September 22nd are enclosed.

We are asking the Board to do the following:

1. Postpone the proposed condominium meeting of October 7th to October 21st and provide proper notice to **owners** and an agenda for the meeting
2. Respond **in writing** to the information requested in the attached (Minutes of a Meeting) **and circulate** the Board's response through **email to all owners** in The Clairmont by **October 3rd**.
3. Establish the working committees of The Clairmont immediately by:
 - Notifying members of each committee and the owners of the composition of each committee
 - Requesting that each committee meet in advance of the October 21st meeting and produce a written statement of its intended work and work to date.
4. Ensure that the party room is in working order and available for use by **October 8th** which means that the cook top, oven and ice maker are fully functioning and that proper lighting is installed in the kitchen area. Since it will soon be the season for outdoor coats, it is becoming urgent that a coat rack be installed in the coat closet and that a handle be placed on the door so that it can be more easily opened.

At the meeting, concern was also raised about the specific authority of Ms. Deborah Roth to represent the Board and the extent to which her actions are sanctioned by the Board. In particular, it would be helpful to know under what guidelines, rules and/or regulations she is acting. This issue was raised because Ms. Roth's conduct has not been in keeping with the overall communication style we expect between the owners and the Board.

We look forward to receiving your written response.

Minutes of a Meeting of Concerned Residents (CRTC)

Monday, September 22, 2008

7:30 pm

Suite 201

1430 Yonge Street

Toronto, ON M4T 1Y6

1. Introduction

Angela Conway called the meeting to order at 7:45 pm, introducing herself and welcoming the attendees.

2. Appointment of a minute-taker

Shirley Hawkins was appointed and accepted the role of minute taker.

3. Jonathan Byrne's Letter to Owners

Angela introduced Jon who stated his purpose for writing the letter and opened the matter for discussion. Attendees expressed concerns as follows:

- The Board of Directors' proposal to increase the common area fees by up to 50%
- The maintenance of common areas such as the parking garage and storage areas
- The conduct of the Board to date particularly with respect to process and transparency.

Residents are concerned that the building is not being maintained according to standards of cleanliness that they expect for the amount of common area fees they are currently paying. As well, there are several in the building who have paid to have their windows cleaned, a maintenance issue that they expected to have had covered by payment of common area fees.

The Board has issued a memo outlining several matters that it feels are important, such as the investigation of common fees in other condominiums and the replacement of the existing property management company (Simerra Properties). The CRTC feels that before any action is taken with regard to an increase in fees, the Board should provide owners with a thorough accounting of how the current fees are being expended, why they are felt to be inadequate and how any increased amount will be spent.

A MOTION was called to have the Board present a financial statement to all owners, with particular reference to what is and what is not being paid by common area fees. The MOTION was proposed by Angela Conway and seconded by Pat Robinson. The MOTION was carried unanimously.

On the matter of investigating other, more appropriate property management companies, a MOTION was called to have the Board present the results of its review of three companies, including a thorough comparison of costs and services. This MOTION was proposed by Jacqueline Lilley, seconded by Angie Wong. The MOTION was carried unanimously.

It was noted that 90% of owners must vote to increase common area fees (http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_98c19_e.htm#BK42). As well, there is a useful website on this topic: www.condofees.com.

4. Use of the party room

Discussion about the refusal to allow a resident to hold a party ensued. It came to light that application had been accepted and the booking recorded weeks in advance of the event planned for September 19th 2008. The security deposit of \$500 had also been paid. In spite of this, the resident was told abruptly by phone voicemail on the evening of Tuesday, September 15th that the party must be cancelled because the rules and regulations for the party room were not established. Questions arose such as:

- Why had the application and deposits been accepted?
- Did the Board not take into account that the applicant for the party room was in fact the head of the committee in charge of developing the rules and regulations for the room? That she had already contacted Capt. Bruce Smith of the Fire Department and informed him of the proposed event (he expressed no objection) and had been told that the capacity of the room was 1.1 sq. metres per person (terrace to be included), thereby ensuring, in a responsible fashion, that the number of people would not exceed fire regulations. And that one of her reasons for using it was to observe any deficiencies so that they could be corrected for future users!

In response to discussion, a MOTION was called to have the Board address the matter in writing and explain its actions, in a most timely fashion, and ensure that the party room will be available no later than the upcoming Thanksgiving weekend (Oct 11- 13, 2008). A letter expressing this motion will be drafted for review by the CRTC and sent to the Board within five days. The motion was moved by Jonathan Byrne and seconded by Shirley Hawkins. The MOTION was carried.

5. Current Board of Directors

The general consensus was that we are not totally happy with the way in which the Board has conducted itself to date. For example, we have had no notice of a formal Board meeting having taken place; there are no minutes from this meeting, if in fact, there was a formal meeting; in response to the question of owners attending Board meetings, a Board member informed an owner that this is not possible. We have since discovered that the Condominium Act states that owners may attend Board Meetings as observers. Having said this, the CRTC agreed that this is a new Board and needs to be given every opportunity to prove itself and become fully familiar with the provisions of the Condominium Act.

As to the number of representatives on the Board, a MOTION was called to increase the Board by two, thus establishing a five member Board of Directors. This requires the calling of a special meeting of condo owners to do so, which we fully expect to have happen within the next month or by the end of November at the latest. This MOTION was presented by Pat Robinson and seconded by Jacqueline Lilley. The MOTION was carried unanimously.

6. Accountability of the Board

The Board will be asked to respond to the above letter in writing within one week of its receipt by the President, Mr. Earl Shore. The CRTC letter to the Board will request the following details to be addressed:

- Notice of future Board meetings to be posted
- Minutes of Board meetings to be circulated
- A full accounting of the proposed increase in common area fees

- A full accounting of the review of property management companies
- A financial statement, with particular reference to what is and is not covered by current common area fees
- A written statement from the Board as to how they interpret their role and responsibilities; i.e. where they see they can make unilateral decisions without the necessity of consulting the owners. With respect that the Board is in place to carry on the business of the condominium, all that is needed is clarity on this matter.

We are asking the Board for a written response to these items in the spirit of understanding and setting some ground rules for the interaction between the Board and owners.

7. October 7th meeting

We will request that this meeting be postponed until October 21st in order for the Board to respond to our letter and issue a formal agenda ten days in advance for residents' to review and prepare to participate in the meeting.

A MOTION was called to have the CRTC be represented as a group with a designated spokesperson, Shirley Hawkins, who will address matters for the group at the October meeting. The MOTION was presented by Angela Conway and seconded by Nick Ozak. The MOTION was carried unanimously.

8. This Group (the CRTC)

Contact information for all interested residents and those who attended the meeting has been collected and will be distributed. It was agreed that future meetings will be called in response to need, rather than on a regular basis.

9. Other business and adjournment

There being no other business for discussion, the meeting was adjourned at 8:45 pm.

To: All Owners
From: Earl Shore, President
Date: September 29, 2008
Subject: The Clairmont

Since my previous communication of September 10, 2008, to date we have received 38 responses from the *Resident Communication Form* outlining residents' key issues. As we discovered from your responses in the *Resident Communication Form*, a significant number of residents want to see a big improvement with respect to cleanliness, concierge services, and overall maintenance of the building.

We have initiated an exhaustive review of property management companies in order to get an in-depth knowledge of our current finance budget and potential costs for running a building of this size.

Below is a proposed summary of our current and projected costs. The Board of Directors are looking forward to a full discussion as to how to improve the overall services and appearance of the building.

The first column was developed by Edilcan and given to Clairmont owners.

It might be of interest to note that the Board spent conservatively over 65 hours interviewing and meeting property management companies and engineering companies and dealing with substantive financial and management issues of the building.

After having investigated three different property management companies and reviewing an extensive summary of expenses for 213 condo buildings, it would appear that a building of our size (90,469 square feet) would normally have common area costs well in excess of 41¢ per square foot. The average projected costs of buildings our size are indicated in the second column labelled 51¢. The major increases being electricity, natural gas, property management, cleaning and the reserve fund.

It should be noted that the average reserve fund recommended for condos is 19%, nearly double the amount that Edilcan budgeted for. It should also be noted that we have been fortunate to sign a five-year natural gas contract of 33.9¢ per cubic meter. It is of interest to note that when natural gas spiked recently the price reached 44¢ per cubic meter.

Edilcan is responsible for any deficit in the first budget year. Traditionally, developers have always put forth a very low budget with the knowledge that there will be a significant increase in the second year. Each of the management companies contacted said they could not manage the building at the current budget of nine hours. Under protest, Simerra Property Management took on the budget with Edilcan in the hope that they could continue managing the company once it was passed on to the residents and their hours would be increased.

The third column labelled 62¢ would provide for a much higher level of cleaning, property management and a superintendent that would be responsible for a number of maintenance issues. This would most likely reduce some of our contracts that we have for maintenance. More importantly, we would have a person on staff that we could rely on to provide a timely response to our needs.

It has also been suggested that we consider an in-house concierge and cleaning staff as we have an extremely low hourly rate for both of these services. Currently we are provided with minimal service.

In summary, 51¢ is the minimum that our budget will go to. We should be looking at the possibility of implementing some of the suggested improvements with respect to the services offered.

**For and on behalf of the Board of Directors
The Clairmont**

Per: Earl Shore
Tel: (416) 928-9399 ext. 18
Email: eshore@elshore.com

THE CLAIRMONT BUDGET REVIEW

COMPARABLE	NO. OF UNITS	LIVEABLE SQ. FT.	ANNUAL COMM CHGE	\$/sq./WMO	AVERAGE MONTHLY CC CONTRIB	HYDRO \$/MO/UNIT	GAS \$/MO/UNIT	WATER \$/MO/UNIT	HYDRO SUBMETERS
The Bentley	85	105,569	\$782,358	\$0.618	\$767.02	\$205,377	\$60.97	\$63.15	YES
20 Collier	89	105,342	\$574,600	\$0.455	\$538.01	\$134,600	\$49.30	\$62.89	YES
One Lomond	105	126,803	\$810,850	\$0.533	\$843.53	\$132,398	\$115.87	\$118.16	NO
The Rosedale	91	89,515	\$788,281	\$0.734	\$721.87	\$96,709	\$106.58	\$113.43	NO
30 Holly Street	96	118,097	\$838,774	\$0.592	\$728.10	\$148,920	\$111.32	\$86.81	NO
AVERAGES	93.2	109,065	\$758,973	\$0.586	\$679.71	\$143,601	\$88.81	\$88.89	
THE CLAIRMONT	90	**109,065	\$540,945	\$0.413	\$500.88	\$49,233	\$42.60	\$60.85	\$24.24

** CLAIRMONT SQUARE FOOTAGE USES AVERAGE OF COMPARABLES

Collier has concierge coverage for 12 hours a day (\$80,000 difference) and has recently levied a \$50,000 special assessment

Please note that The Bentley and 20 Collier have submeters in each unit so their common costs for gas and hydro are not relevant. The Clairmont has 90,469 square feet which is reasonably comparable to One Lomond, The Rosedale, and 30 Holly Street.

You will note that The Clairmont price for gas is \$60.85 per unit per month. This is approximately 40% below the average of these three buildings (\$118.16+\$113.43+\$86.81 = \$318.40÷3) = \$106.13. The Clairmont Edican budget of \$65,720 is 60% of the average cost for the three condo buildings in the above chart. It would appear that the increase could be as much as \$35,000 not the \$19,280 that I projected under the 51¢ column.

This is simply to demonstrate that in our first year of taking over the condo from Edican, there will be a number of adjustments as we go forward with respect to common area costs. Clearly, based on the experience of others, our costs will go up. We will attempt to minimize the increases where possible as we have with the gas rate which has been locked in for five years at 33.9¢ instead of the current low summer price of 38.1¢ that we are currently paying.

CLAIRMONT BUDGET PER EDILCAN & PROJECTED FUTURE COSTS

Actual		41 cents	51 cents	Change	62 cents	Change
MAJOR EXPENSES						
Electricity		46,000	66,000		66,000	0
5.3 cents per kilowatt						
Water		26,500	26,500		26,500	0
\$1.51 per cubic meter						
Natural Gas			33.9 cents per			
32.9 cents per cubic meter		65,720	85,000	19,280	85,000	0
Property Management		38,000	58,000	20,000	106,000	48,000
		9 hrs.	18 hrs.		35 hrs.	
Cleaning						
\$16.50 per hour		42,400	62,000	19,600	62,000	0
Concierge						
\$15.90 per hour + 10% +						
statutory holidays		161,120	161,120	0	181,200	20,000
Reserve Fund		51,000	96,900	45,900	96,900	0
		10%	19%		40,000	40,000
Superintendent					26,500	0
Building repairs		26,500	26,500	0	26,500	0
Building Equipment		14,840	14,840	0	14,840	0
Elevators		12,720	12,720	0	12,720	0
Subtotal		484,800	609,580		717,660	
Total of other expenses		25,200	25,200	0	25,200	0
TOTAL	**	510,000	634,780	25%	742,860	45.5%
<p>**\$510,000 was collected but \$540,000 should have been collected because of 6% increase after budget was set by Edilcan</p>						

September 26, 2008

To: Earl Shore, President
Deborah Roth
Robert Holden

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We look forward to receiving your written response.

NOTICE

TO: ALL RESIDENTS
FROM: BOARD OF DIRECTORS
DATE: JANUARY 24, 2012

Some owners recently expressed concerns relating to visitor parking as well as the hours of the party room.

As a result, the Board is proposing the following changes to the Clairmont rules:

VISITORS TO THE CLAIRMONT

- F) Overnight visitor parking is available for a maximum of two nights in a seven day period.
- G) Residents of the building may not park in the visitor parking area.

PARTY ROOM

- D) Residents may reserve the party room with the concierge for private functions. Hours of use are from 8 A.M. until Midnight.

If you have any concerns please speak to Jim Church within the next 30 days.

Yours truly,
Robert Holden
President
TSCC 1932