



**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2095**  
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**January 12, 2016**

**TO THE UNIT OWNERS OF  
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2095 ("TSCC 2095")  
628 Fleet Street, Toronto, Ontario, M5V 1A8  
NOTICE OF RULES**

We wish to provide all Unit Owners with a copy of the Rules, enclosed, for Toronto Standard Condominium Corporation #2095.

This letter shall serve as notification to all Unit Owners that as of **Thursday, February 11, 2016** the enclosed Rules document will be effective. Once in effect, all previous Rules are hereby repealed.

The Rules were approved by the Board of Directors under section 58(1) of the *Condominium Act, 1998*; which states:

The board may make, amend or repeal rules respecting the use of common elements and units to,

- (a) promote the safety, security or welfare of the owners and of the property and assets of the corporation;  
or
- (b) prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the corporation.

Under section 46 of the *Condominium Act, 1998*, Unit Owners of at least 15% of all units may requisition a meeting to consider the Rules. If no requisition is received by the Board of Directors, in the manner prescribed by the *Condominium Act, 1998*, the Rules shall be effective as of 30 days after the date of this letter.

If you have any questions, please call Management Office at 416-603-9390.

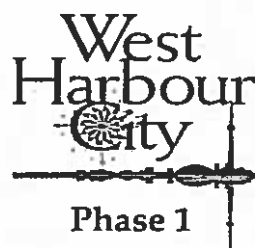
Dated at Toronto, this 12<sup>th</sup> day of January, 2016.

**TORONTO STANDARD CONDOMINIUM CORPORATION No. 2095**

**Board of Directors**

**PLEASE RETAIN THESE RULES AND REGULATIONS FOR FUTURE REFERENCE**





**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2095  
(the "Corporation")  
Rules**

**Supplemental to the Declaration Document**

**January 12, 2015**

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The following Rules made pursuant to the Condominium Act, 1998, S.O. 1998, C. 19 (the "Act"), shall be binding upon and observed by each Owner, and, for the purpose of these Rules, the term "Owner" shall include the Owner, his/her tenant, any other person(s) occupying the Unit with the Owner's approval, and their employees, guests, invitees and visitors, as the case may be.

Any losses, costs or damages incurred or which may be incurred by the Condominium Corporation (the "Corporation") by reason of a breach or contravention of any Rules in force from time to time by any Owner, together with all legal costs incurred by the Corporation on a solicitor and his/her client basis in connection therewith, shall be born and/or paid for by the Owner of the applicable Unit and shall be deemed to be Owner's additional contribution towards Common Expenses and shall be collectible and recoverable by the Corporation from and against such Owner in the same manner as Common Expenses in arrears, including enforcement by way of corresponding lien in favour of the Corporation.

Please note, the rules described here are supplemental to the Declaration Document included in the Condominium Document package provided to all owners at time of purchase.

## **1. GENERAL**

- a) Use of the Common Elements and Units shall be subject to the Rules, which the Board may make to (i) promote the safety, security or welfare of the Owners and of the property and assets of the Corporation, or (ii) to prevent unreasonable interference with the use and enjoyment of the Common Elements, the Units or the assets of the Corporation.
- b) Rules as deemed necessary and altered from time to time by the Board shall be binding on all Owners;
- c) For the purpose of the Declaration, the term "pet" means either not more than two (2) cats, or two (2) dogs (or one of each), not more than two (2) canaries, budgies or other small domestic birds, any number of goldfish or tropical fish, or two (2) small caged animals usually considered to be a pet.

## **2. QUIET ENJOYMENT**

- a) In accordance with the Corporation's declaration, Owners shall not create, nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board, Manager or other residents, may disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners. This includes but is not limited to amplified music, loud vocalization or any noise, vibration, odor, gas, smoke, fume, waste or any other nuisance to be emitted, that may unreasonably interfere with or disturb the comfort, use, occupancy or enjoyment of the Units or Common Elements, or any other property adjacent;
- b) No auction sales or public events shall be allowed in any Residential Unit or upon the Common Elements unless the Board's prior consent is obtained;
- c) Firecrackers or other fireworks are not permitted in any Unit or upon the Common Elements;
- d) Any repairs to the Units or the Common Elements shall be made during reasonable hours except in the case of an emergency, as determined by the Board or the Manager in their absolute discretion.

## **3. SECURITY**

- a) Each Owner of a Unit shall supply to the Board the names of person(s) occupying the Unit with the Owner's approval, and each Owner shall supply the Board with the license number of all motor vehicles that are parked in the Owner's Parking Unit(s);
- b) Owners shall immediately report any suspicious person(s) seen on the Property to the Manager or their staff;

- c) No duplication of keys for access to the Building or the Common Elements shall be permitted except with the authorization of the Board and the names of persons authorized to have the keys shall be furnished to the Board at all times;
- d) The keys and fobs to access to the Building and the Common Elements should not be made available to anyone other than an Owner or the occupant of the Unit. If access keys or fobs need to be made available to anyone other than an Owner or the occupant of the Unit, the names of all such persons for access must be provided to management;
- e) Building access doors shall not be left unlocked or wedged open for any reason;
- f) Service elevator availability shall be allocated by the Manager in accordance with the Rules relating to elevators and moving. Any loading facilities on the Property shall only be used with prior permission of and as scheduled by the Manager;
- g) Residents must utilize their security fob when entering and leaving buildings;
- h) Only one garage remote control device will be permitted for each Parking Unit;
- i) No resident shall allow anyone to "tailgate" their vehicle into or out of the parking garage;
- j) No Owner shall alter their locks without the prior written approval of the Board. All door locks and keys must be replaced using the Corporation's Locksmith only. Any such replacement lock must be keyed to the corporation's master key entry system;
- k) Lost or stolen security fobs are to be reported to the Manager immediately for deactivation;
- l) Security cameras shall not be tampered with in any way.

#### 4. SAFETY

- a) No consumption, storage, manufacture or utilization of any industrial chemicals, toxic waste, contaminant or combustible, inflammable, illicit or offensive goods, provisions or materials shall occur or be kept in any of the Units or upon the Common Elements;
- b) The electrical circuits within the Building shall not be overloaded, and the amperage in any circuit breakers within any Unit shall not be altered;
- c) Water shall not be left running unless in actual use;
- d) Nothing shall be thrown out of the windows, or the doors of the Units or the Building;
- e) Nothing shall be thrown out of balconies, terraces or patios. This includes, but is not limited to throwing cigarettes and sweeping debris onto common areas;
- f) Clothes washers, dryers, dishwashers, rangers and ovens shall not be operated unless a person is present in the Unit;
- g) Clothes dryer lint vents (located above the dryer) must be cleaned on a regular basis to avoid the risk of fire;
- h) Owners and Residents, in their unit and in the common areas, shall never act, or allow any of their visitors to act in a way that would either increase the risk of fire or the fire insurance premium on the Corporation's Buildings and Property, or conflict with any laws relating to fire safety, or conflict with the rules and regulations of the Fire Department, or conflict with the rules and guidelines from any insurance policy carried by the Corporation or any other Owner, or conflict with any of the rules and ordinances of the local Board of Health or with any municipal by-law, provincial or federal statute or regulation, or with any of the rules, policies and guidelines of the Corporation;
- i) No combustible or hazardous material shall be used on any balconies, terraces or patios;

j) Pursuant to the *Smoke-Free Ontario Act, S.O. 1994*, smoking is prohibited in all indoor common element areas (including but not limited to stairwells, elevators, hallways, parking garages and party rooms) and all other areas of the common elements except exclusive use common elements areas and except as designated by the Board from time to time as a smoking area.

(k) (1) A maximum of one propane barbeque ("Permitted Barbeque") is permitted on the patios of the Units with direct access to street level or second floor courtyard (propane tanks are not permitted to be carried through the building; this includes hallways, elevators and garage). The propane tanks must be kept a minimum of 3 ft. away from any building opening inclusive doorway to the Unit.

(2) A maximum of one electric barbecue designed for outdoor use ("Permitted Barbeque") is permitted on the balconies and terraces;

The "Permitted Barbeque" is permitted subject to the following provisions:

(i) Permitted Barbecues shall only be used for the cooking of food.

(ii) All Permitted Barbecues shall be kept in good working order and shall only be used a safe distance away from the building's structure. Whether or not a Permitted Barbeque is in good working order may be determined by the Board or Manager in their discretion. Each Unit owner shall provide the Corporation, if requested by the Board, with a certificate from a technician certified by the Technical Standards and Safety Authority certifying that the Permitted Barbecue is in good working order. If a Unit owner fails to provide a certificate acceptable to the Board, or if the Permitted Barbeque is deemed by the Board to not be in good working order, or is deemed to pose an immediate risk, danger or fire hazard, then the Corporation shall be entitled to require the immediate removal of the Permitted Barbecue.

(iii) No Permitted Barbeque shall be permanently affixed to the common elements.

(iv) No Unit owner or Resident shall allow a Permitted Barbeque to be used without first ensuring that a nonflammable/fireproof removable floor covering is in place underneath the Permitted Barbeque and on the floor area surrounding the Permitted Barbeque, to protect the surface of the terrace or patio floor and to lessen the risk of accidental fire;

(v) No Unit owner or Resident shall allow the use of a Permitted Barbeque to create any disturbance or nuisance (including excessive smoke or smells) which, in the opinion of the Board may or does disturb the comfort or quiet enjoyment of a Unit(s) or common elements by other Residents. Whether or not a Permitted Barbeque causes or has caused a disturbance or nuisance may be determined by the Board or Manager.

(vi) If, in the opinion of the Board, the use of a Permitted Barbecue:

(a) poses a fire hazard, danger, or risk to the safety, security or welfare of the Unit owners, Residents, the property, or the assets of the Corporation;

(b) creates a disturbance or nuisance, unreasonably interferes with the use and/or enjoyment of other Units or the common elements, and/or may or does disturb the comfort or quiet enjoyment of a Unit(s) or common elements; and/or,

(c) results in a breach of any applicable provision of the *Act* or the Corporation's declaration and rules,

then the Corporation may, at the Board's discretion, require that the offending Unit owner/Resident remedy the situation to the satisfaction of the Board, require that the Permitted Barbeque no longer be used, and/or require the permanent removal of the Permitted Barbecue from the property, within 24 hours of delivery of a written demand from the Corporation.

(vii) If the Unit owner fails to follow the directives of the Board pursuant to this Rule, or fails to remove the Permitted Barbecue as requested, the Corporation may, upon giving 24 hours prior written notice, enter

the Unit and terrace or patio to remove the Permitted Barbecue. If the Corporation removes a Permitted Barbecue as aforesaid, it shall store it for a period of 48 hours, and if not claimed by its owner within such 48 hour period, the Corporation shall be at liberty to dispose of it without further notice and the Corporation shall have no liability whatsoever in connection with its removal and/or disposal. Any and all costs incurred by the Corporation in connection with the removal and/or disposal of the Permitted Barbecue shall be collectable against the Unit owner and shall be deemed to be additional common expenses payable by the owners' Unit in accordance with Article VII "Indemnification" of the Corporation's declaration.

## **5. COMMON ELEMENTS (Including Exclusive Use Common Areas)**

- a) No one shall harm, mutilate, destroy, alter or litter the Common Elements or any of the landscaping work on the Property;
- b) No one shall use the Common Elements, inclusive Exclusive Use Common Elements (balconies, terraces or patios), for the purpose of feeding animals and/or birds. This may present health risks by attracting unwanted guests like mice, rats, pigeons, etc. which are all disease carriers and can also cause damage to the property. All costs incurred by the Corporation shall be the responsibility of the Owner and recoverable as common expenses.
- c) The Board shall have the right to prescribe the shape, colour and material of any awnings, storm shutters or canopies to be erected by a Residential Unit Owner, with a view to presenting a uniform appearance to the Building;
- d) No equipment or other property of the Corporation shall be removed from the Common Elements, or on behalf of, any Owner of a Unit;
- e) Any consent of the Board to the attaching, hanging or placing of exterior aerials, antennae or satellite dishes on any portion of the Common elements whatsoever may be withheld in the Board's sole and unfettered discretion;
- f) No outside painting shall be done to the exterior of any Units, including their appurtenant railings, doors, windows, or any other part of the Common Elements;
- g) The passageways, walkways and driveways which are part of the Common Elements shall not be obstructed by any of the Owners or occupants or used by them for any purpose other than for ingress and egress to and from a Unit or some other part of the Common Elements;
- h) Any physical damage to the Common Elements caused by an Owner shall be repaired by arrangement and under the direction of the Board at the cost and expense of such Owner;
- i) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or any part of the common elements over which the Owner has exclusive use;
- j) No building, or structure, or tent shall be erected, placed, located, kept or maintained upon the Common Elements, and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the Common Elements;
- k) Each Owner who has a pet shall ensure that any defecation upon the Common Elements by such pet is cleaned up immediately by such Owner, so that the Common Elements are neat and clean at all times. Should the owner fail to clean up after his pet as aforesaid, the pet shall be deemed a nuisance, and the Owner of the said pet shall, within two (2) weeks of receipt of written notice from the Board or Manager requesting removal of such pet permanently remove same from the Property;
- l) No hanging or drying of clothes or other laundry is allowed upon any portion of the Common Elements and any exclusive portion of the Common Elements which are exterior to the Building shall not be used for storage of an Owner's personal property;



- m) Only seasonal furniture shall be allowed on the exclusive use Balconies, Terraces and Patios. All such items shall be safely secured in order to prevent such items from being blown off such Balconies, Terraces or Patios by high winds.
- n) If and when an Owner of an exclusive use Balconies, Terraces or Patio wishes to plant any shrubbery or landscaping thereon, then such activity shall be subject to the prior consent of the Board and further to the By-laws and Rules, and the cost of supplying such shrubbery or landscaping and the cost of maintaining the same shall be borne solely by such Owner. No shrubbery or landscaping shall be permitted upon the Balconies, Terraces, Patios, or any part of the Common Elements or abutting lands of the City of Toronto which contravenes any requirements of the governmental authorities having jurisdiction;
- o) Each Owner shall comply with whatever measures the Board or the Manager may from time to time introduce to conserve or reduce or control the cost of any utility or other service provided to, or for the Common Elements.
- p) No articles shall be placed at individual doorways in the hallways (exclusion: daily newspapers). Articles left in hallways will be removed and disposed of without notice;
- q) In accordance with the Declaration, any activity that imperils or damages the common elements, or that constitutes a danger to other residents, or that creates excessive noise, or does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the Units and/or Common Elements by other Owners, is prohibited. This includes but is not limited to playing sports, riding skates or skateboards;
- r) Children under 12 must be accompanied by an adult in the 2<sup>nd</sup> floor courtyard;
- s) Nothing shall be placed on, or affixed to, windows, balcony railings, or patio railings so as to project beyond the outer surface thereof, including but not limited to flower baskets or other similar attachments;
- t) Bicycles are not permitted to be stored on balconies, terraces or patios.
- u) Each Owner shall comply with whatever access routes are determined by the Board or the Manager, from time to time, for bicycle ingress to or egress from the Building, and the Board may make Rules setting out such access routes and restricting certain areas for traversing by bicycle;

## **6. RESIDENTIAL, LIVE-WORK AND RETAIL UNITS**

- a) No Owner shall allow the windows or doors of their Unit to remain open so as to admit rain or snow or so as to interfere with the heating or cooling of such Unit or the Common Elements;
- b) No Owner shall use their Unit in any way which may consume water in amounts that exceed the usual consumption of same by the other Unit Owners at the Property, as determined in the sole and unfettered opinion of the Board or the Manager. Each Owner shall comply with whatever measures the Board or the Manager may from time to time introduce to conserve or reduce or control the cost utilities at their unit;
- c) Each Owner shall keep their Unit heated to a reasonable temperature to prevent all plumbing fixtures, pipes and other parts of the plumbing system in or serving the unit from bursting or damage. The toilets, sinks, showers, bathtubs and other parts of the plumbing system in or serving the Unit shall be used only for purposes for which they were designed, and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. Each Owner shall repair and maintain the plumbing system in or servicing his or her unit at their sole cost.
- d) Any Owner who has a floor in his or her Unit that causes sound transmission to any other Unit in the Building shall cover at least 75% of the area of the same with some form of floor covering to dissipate any such transmission, so as not to be a nuisance to any other occupant in the Building;
- e) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in their Unit or adjacent Common Elements. Each Owner shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all Owners shall fully co-operate with the Manager to provide access to each Unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents at the Property;

- f) In accordance with the Declaration, each Owner shall keep clean all interior and exterior glass surfaces of windows, doors and panels which are contiguous to their unit and are accessible from any balcony, patio or terrace appurtenant to the Owner's unit. This includes all Live/Work units and townhouses. If it becomes necessary for the corporation to clean the exterior windows, the cost will be charged back to the unit;
- g) In keeping with the Municipal Code for habitable space guidelines, the Board recommends the following as a maximum occupancy standard for each dwelling Unit within the Corporation for health, safety and economic reasons (controlling costs attributable to utilities and common elements). This guideline has been determined based on bedrooms and dens (convertible bedrooms);
  - a maximum of 2 persons per bedroom
  - a maximum of 2 persons per den
- h) No Owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to their unit without the prior consent of the Board;
- i) No weather stripping shall be affixed to the front door entry of the Unit, which is a common element. Air circulation around said door is required to circulate air within suites and maintain inward air pressure in case of fire (keeping smoke within the unit);
- j) 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 regulation of all government regulatory agencies shall be strictly observed;
- k) Residents and Owners are responsible for their own safety and conduct, and the safety and conduct of their family, tenants, guests, invitees and agents, while in a Unit or on the common elements. The Corporation, its employees, agents, and the Board shall not be responsible for any personal injury and/or loss of, or damage to, personal property during the use of any Unit or the common elements, howsoever caused;
- l) In accordance with the corporation's declaration, Residents and Owners shall maintain the caulking around the tub and shower, including under the ledge in the shower and around the glass to ensure a tight seal and that there is no leaking or potential leaking. Owners will be responsible for the costs or damages incurred by the corporation as a result of any water damage to the common elements or other units.

## 7. PARKING

- a) For the purpose of these Rules, "motor vehicle" means a private passenger automobile, station wagon, compact van, pickup truck or motorcycle as customarily understood;
- b) No vehicles, trailers, boats, snowmobiles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Property. No Parking Units shall be used for storage purposes. This provision shall not apply for the purposes of loading and unloading property of an Owner, so long as the length of time that such parking is permitted shall not be longer than is reasonably necessary to perform the service;
- c) Parking is prohibited in the following areas:
  - fire zones;
  - traffic lanes;
  - delivery, loading and garbage areas; and
  - internal roadways.
- d) A parking permit is required at all times for any motor vehicle parked on any area of the Common Elements designated as a "Guest/Visitor Parking Area." The permit shall be an official permit authorized and issued by the Board of Directors, the Manager or its designated agent. Owners are responsible for obtaining a permit on behalf

of their guests/visitors, in advance, during normal business hours. The permit must be visibly displayed on the left front dashboard. Parking permits will be limited to a total of nine (9) overnight permits per Unit per calendar month;

- e) All motor vehicles occupying the Parking and Parking/Locker Units must be registered with the Manager. Each Owner shall provide to the Manager the license numbers of all motor vehicles driven by occupants of his/her Live-work, Residential or Retail Unit;
- f) No motor vehicle shall be driven on any part of the Property other than on a driveway or a Parking or Parking/Locker Unit. No such motor vehicle shall be driven at a speed in excess of ten (10) KM per hour;
- g) No person shall place, leave, park or permit to be placed, left or parked upon the Property, 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 or unattended stay, its physical condition or appearance or its potential damage to the Property. Upon seventy-two (72) hours written notice from the Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Manager, in default of which the motor vehicle shall be removed from the property at the expense of such Owner, in which event the Corporation, the Manager and their agents shall not be liable whatsoever for any damage, costs or expenses, however caused. If a motor vehicle is left standing on the Common Elements or on a Parking or Parking/Locker Unit and is unlicensed or unregistered with the Manager, the motor vehicle may be towed without notice to the Owner of the motor vehicle and at such Owner's expense;
- h) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other Owners. Mopeds and bicycles shall be operated only on the roadways and in such manner as not to obstruct traffic. No motorcycles, mopeds and bicycles are permitted to be operated on sidewalks;
- i) No Bicycles shall be left upon the Common Elements, save and except for any part of the Common Elements which is designated by the Corporation as a Bicycle Parking Area, provided that each Owner shall be permitted to park only one (1) bicycle in such Area, on a "first come – first served" basis;
- j) Bicycles can be stored in the Parking Units as per section 7(k);
- k) Owners can permanently install Bicycle Racks in their Parking Units using the Corporation's contractor only. The Bicycle Racks cannot be removed if the Parking Unit is sold. The Owner will be responsible for the maintenance and repairs of the Bicycle Racks.
- l) No unlicensed motor vehicle, including but not limited to mopeds and go-carts, shall be driven within the Common Elements or the Property and no person shall operate and/or park a motorized vehicle within the Property without proper operating license;
- m) No person shall park or use any kind of vehicle, trailer, boat, snowmobile, equipment or machinery in contravention of these Rules, otherwise such person shall be liable to be fined or to have the vehicle towed away or otherwise removed from the Property at the expense of the Owner of same, in which event the Corporation, the Manager and their agents shall not be liable whatsoever for any damage, costs or expenses, however caused;
- n) No motor vehicle parked upon any common elements shall exceed a height of 1.85 metres;
- o) No motor vehicle having a propane or natural gas propulsion system shall be parked upon Parking or Parking/Locker Unit or the Common Elements;
- p) All vehicles on the Corporation's property are to be serviced so as not to cause damage to the common elements, including but not limited to leaking fluids. No vehicles shall be permitted to damage the Parking or Parking/Locker Unit or Common Element. Any and all costs incurred by the Corporation to clean or repair damage to the common elements caused by a vehicle due to leaking fluid or otherwise, shall be recoverable as common expenses against the Owner;

- q) In accordance with the Declaration, no Resident shall park at any time on any area of the Common Elements designated as a "Guest/Visitor Parking Area";
- r) No services or repairs shall be made to any motor vehicle on the Common Elements, on any Parking Unit or Parking/Locker Unit;
- s) The Corporation assumes no liability for loss or damage, however caused, to any motor vehicle, bicycle or property parked or stored on Parking, Parking/Locker Units or Common Elements;
- t) Ownership of Parking or Parking/Locker Units by persons who do not own a Residential, Live-work or Retail Unit is not permitted under any circumstance;
- u) All Residents must park on their own Parking or Parking/Locker Unit. Illegally parked vehicles will be tagged and towed at the Owner's expense;
- v) Motorcycle kickstands must have a plate type placed beneath them so as not to damage the Common Elements in the parking areas. All costs incurred for damage repairs will be charged to the Unit Owner and collectible as common expenses;
- w) All vehicles and other items must be removed from the garage by the owner or resident, as directed by the corporation, for the garage to be cleaned. Any Owner or Resident that fails to comply with this rule shall be liable for the costs incurred by the corporation as a result, including but not limited to costs incurred for re-cleaning those areas that could not be cleaned when scheduled, as a result of a breach of this rule;
- x) All motor vehicles must be parked entirely upon the Parking or Parking/Locker Unit designated to such vehicle(s). This is particularly applicable if a large truck or two motor vehicles (using tandem parking) or one motor vehicle and one motorcycle or any other combination of motor vehicles are parked upon a Parking or Parking/Locker Unit. As not all Parking or Parking/Locker Units have the same dimensions, it is the Resident's responsibility to ensure vehicle(s) fit onto their assigned Parking Or Parking/Locker Unit;
  - No part of the vehicle may extend past the outer edge of a wall or column into an aisle, driveway or Common Element.
  - No part of the vehicle may encroach into another residents Parking Unit on any side.
  - Vehicles which when parked extend into an aisle, driveway, common element or another Resident's Parking Unit may be towed and such cost will be borne by the Owner of the Parking Unit.

## 8. LOCKER UNITS

- a) All stored articles must be placed within the individual Locker and no storage is permitted on top of any Locker so as to conflict with the fire regulations; articles left outside of the Locker will be removed and disposed of without notice;
- b) No storage of coal, propane or natural gas tank or any combustible materials or offensive goods, provisions or materials or any food stuffs (i.e. bird seeds) shall be stored in any Locker;
- c) Locker shall not be used as a workshop area or for any purpose other than for storage.

## 9. GARBAGE COLLECTION & RECYCLING

Garbage collection / recycling service shall be provided by the governmental authorities having jurisdiction or by a private collection company. In either case, garbage collection / recycling service shall be provided on substantially the following basis, subject to any changes required by the Board, the Manager or the governmental authorities having jurisdiction from time to time.

- a) The Corporation shall provide garbage / recyclable materials storage rooms on Level 1 and Level A of the Condominium for the shared use of the Unit Owners;

- b) The Corporation shall provide and maintain a garbage loading area on Level 1 of the Property. Garbage and recycling containers shall be brought to the loading area from the garbage / recyclable materials storage rooms on Level 1 and Level A on garbage collection days and the garbage and recyclable materials shall be loaded from the loading area on Level 1 into the garbage truck. The Corporation may be required to provide a person to maneuver the garbage and recyclable containers from the storage rooms to the collection pad in the garbage loading area and act as a "flag person" when the garbage truck is reversing;
- c) All garbage / recyclable materials generated from the Units shall be adequately stored within such Units and transferred to the garbage / recyclable materials storage rooms by the respective Unit Owners only on garbage/recyclable materials collection days. Garbage from the Units may be transferred to the garbage/recyclable materials storage rooms on garbage/recyclable materials collection days by the use of the Condominium's garbage chute;
- d) Each Owner shall comply with whatever measures the Board or the Manager or the governmental authorities having jurisdiction may from time to time introduce to control, store, reduce or recycle garbage/recyclable materials generated at the Property, including Rules requiring each Owner to make use of any garbage tri-sorter in the garbage/ recyclable materials storage rooms;
- e) Each garbage shall be sorted by the Owner as specified by the Board or the Manager for the purpose of any recycling program established by the Board or the Manager or the governmental authorities having jurisdiction and, where required, shall be contained in properly tied polyethylene or plastic garbage bags not exceeding twenty-five (25) pounds per bag in weight and disposed of as directed by the Manager;
- f) Where garbage consists of large items, crates or cartons, the Owner shall arrange with the Manager for disposal thereof and such crates or cartons shall not, in any event, be left outside the Unit;
- g) Each Owner shall arrange and pay for the removal of any garbage/recyclable materials generated at or otherwise attributable to his/her Unit which the Board or the Manager determines is beyond the norm for the other units and is beyond the capacity of the Corporation to be removed by it;
- h) No Owner shall permit the accumulation of garbage within the Unit;
- i) Large discarded items i.e. furniture and other large items etc. shall only be placed in the garbage pickup area on the night before the day of garbage pickup. Any cost for the removal of large items incurred by the Corporation may be charged back to unit owner in the same manner as common expenses;
- j) Household refuse shall only be discarded via the refuse chute, located in the refuse room on each floor, between the hours of 8:00 AM and 11:00 PM.

## **10. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL**

No contractor, trades or service personnel may or shall enter upon the property to perform any work or services in or about any Unit (including an "exclusive use" portion of the Common Elements) that may or will affect the Common Elements or services common to the Building unless such persons or firms are:

- a) employed directly by the Condominium Corporation; or
- b) employed by a Unit Owner in circumstances where the intended performance of work and/or services in or about a Unit has first been approved, in writing, by the Corporation. Where the work and/or services are supervised by an approved contractor, trade or service personnel, in accordance with the Corporation's written direction, the Owner of the Unit shall provide to the Corporation with a deposit in a reasonable amount to cover the Corporation's initial costs of supervision, to be adjusted upon completion of the work. Where the Unit Owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses, resulting damage or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the Unit Owner's contractor, trades or service personnel including any resulting damage to the Common Elements or to services common to the Building

which arise during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the Unit Owner in the same manner as common expenses.

## **11. TENANCY OCCUPATION**

- a) No unit shall be occupied under a lease or a sublease unless, within ten (10) days of entering into a lease or sublease, or renewal thereof, or becoming aware of an assignment or sublease, the Owner shall have delivered to the Corporation a duly signed and completed Tenant Information Form and a Tenant's Undertaking and Acknowledgement, together with an executed copy of the Application/Offer to Lease and the Lease or Sublease itself;
- b) In the event that the Owner fails to provide the foregoing documentation in compliance with subparagraph 10(a) of these Rules prior to the commencement date of the tenancy, and any additional documentation in compliance with Section 83 of the Act, any person or persons intending to occupy the Unit shall be deemed a trespasser on the Property until and unless such person or persons and the Owner comply with the within Rules and with the Act;
- c) Within ten (10) days of ceasing to lease their Unit (or within ten (10) days of being advised that their tenant or subtenant has vacated or abandoned the Unit, as the case may be), the Owner shall notify the Corporation in writing that the Unit is no longer occupied;
- d) The foregoing documentation shall be supplied promptly and without charge to, and upon request for same by the Corporation;
- e) Owners shall supply to the Board their current address and telephone number during the period of occupancy by the tenant or subtenant;
- f) Provided, however, that the foregoing provisions shall not apply to the Declarant of the condominium or the entity holding the Declarant's interest in the unit in trust for the Declarant and/or any of their related or affiliated companies;
- g) No Owner shall allow their tenant to sublet their unit to another tenant unless the Owner, the tenant and the subletting tenant comply with all rules herein and all applicable provisions in the declaration. Any costs incurred by the Corporation as a result of a breach of this rule shall be borne and paid for by the Owner and all payments pursuant to this rule are recoverable in the same manner as common expenses;
- h) All Owners shall be responsible for any damage caused, or additional maintenance to the common elements required as a result of their tenants, and the costs of same will be assessed and charged to the Owner;
- i) During the period of occupancy by the tenant, the Owner shall have no right of use of any part of the common elements except as required for ingress and egress to their unit;

## **12. ELEVATORS & MOVING**

- a) Furniture and equipment shall be moved into or out of the Building only through those portions of the Building and/or by the elevator designated by the Board or the Manager for such purpose (the "Service Elevator"). The Service Elevator shall be used for the delivery of any furniture, equipment or other articles only when the protective pads and mats to protect the Service Elevator have been installed, if required by the Manager or its staff in their sole discretion. The time and date for moving or delivery shall be fixed in advance by arrangement and reservation with the Manager. The reservation shall be for a period not exceeding four (4) hours. An Elevator Reservation Agreement in accordance with Schedule C attached hereto shall be signed by the Owner or his or her tenant prior to the moving, delivery and/or reservation of the Service Elevator;
- b) Except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 8:00a.m. and 8:00p.m.;

- c) A refundable security deposit in such amounts as determined by the Board or the Manager from time to time in money order or certified cheque payable to the Corporation shall be deposited with the Corporation through the Manager when making the reservation and signing the Elevator Reservation Agreement;
- d) It shall be the responsibility of the Owner through the person reserving the service elevator to notify the Manager or and to request an inspection of the service elevator and adjacent Common Elements immediately prior to using the Service Elevator. Upon completion of moving into or out of the Building or the delivery, the Owner reserving the Service Elevator shall forthwith request an immediate re-inspection of the Service Elevator and adjacent 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 Manager as soon as possible following the moving or damage and the parties responsible shall be advised;
- e) 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, equipment or other articles into or out of the Unit. The Corporation through its Manager shall have the right to withhold all or part of the security deposit as it deems necessary as security for partial or complete payment for 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 the Owner or person reserving the Service Elevator. If the cost of repairs exceeds the amount of the security deposit and the Owner or person reserving the Service Elevator still owns or resides in the Building, the full cost of repairs less the amount of security deposit shall be paid for by the Owner and shall be deemed to be the Owner's additional contribution towards Common Expenses and shall be collectible and recoverable by the Corporation from and against such Owner in the same manner as Common Expenses in arrears, including enforcement by way of corresponding lien rights in favour of the Corporation;
- f) During the term of the reservation and while any exterior doors are in an open position, the Owner or person reserving the Service Elevator shall take reasonable precautions to prevent unauthorized entry into the Building;
- g) Corridors, walkways, staircases, vestibules and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation;
- h) Purchasers or tenants taking occupancy of a Unit shall register with the Manager or their staff prior to the move in date at which time arrangement may be made for the purchase of the common element keys and any garage access devices;
- k) Rules 11 (a) to (e) inclusive relating to the reservation of the Service Elevator and security/damage deposit shall not apply during the initial move-in period prior to the registration of the Declaration and Description. Owners who have purchased their Unit from the Declarant shall not be required to provide a security/damage deposit pursuant to Rule 11 (c) for their initial move in only. Discarded furniture must not be left behind on the property before or after a move. If moving in, discards are to be delivered into the unit and then carried down the night before garbage pickup. If moving out, discards are to be put onto the truck. Any cost for the removal of large items incurred by the corporation may be collected by the corporation from the unit owner in the same manner as common expenses;
- l) Bicycles are only permitted on Podium elevators, and only to carry them between the ground and basement levels.

### **13. PETS**

- a) Resident(s) must register their Pet(s) or the fact that they have no pets on the Resident Information Form available from the Property Management Office, within one week of moving into the building or acquiring the Pet(s), as the case may be. Any change in status of Pet ownership shall be notified to the Property Management Office as soon as possible. Every form must be returned to the Property Management Office;
- b) Pets shall be caged or held by leash no longer than six (6) feet (short leash), at all times during ingress to and egress from a Residential, Live-Work or Retail Unit. This provision shall be applicable to the whole of the common elements

whether interior or exterior. No Breeding of pets for sale shall be carried on, in or around any Residential, Live-work or Retail Unit;

- c) In accordance with the provisions of the Corporation's declaration, no Pet shall be permitted to make excessive noise. For the purpose of this provision "excessive noise" shall be deemed to be any noise which is annoying or disturbing at the sole discretion of the Board of Directors or Property Management;
- d) In addition to all other provisions herein and in the corporation's declaration, no dangerous animal or Pet as deemed by the Board or Property Management shall be permitted to be on or about the common elements at any time without a muzzle. If a Pet is deemed to be a danger or potential danger at the discretion of the Board, it must be removed from the premises and shall not be permitted to be on or about the Common Elements or in a Unit;
- e) Owner(s) shall be jointly and severally liable for the entire amount of all costs and damages caused by the Pet. If any item cannot be satisfactorily cleaned or repaired, Owner(s) must pay for complete replacement of such item;
- f) The charge for sanitation of the property following soiling and/or damage shall be set by the Board of Directors from time to time acting reasonably. In addition, any costs associated with the repair, replacement or remediation of damages shall be chargeable against the unit owner in whose unit the Pet is resident or which the Pet is visiting. All such charges shall be deemed to be common expenses and payable by such Owner, and shall be recoverable in the same manner and upon the same terms as unpaid common expenses.
- g) All dog walkers must use the side doors of the building;
- h) Dogs must be under 90 lbs. Notwithstanding the foregoing, a dog which weighs more than 90 lbs currently residing within the Corporation at the time this rule comes into effect (November 11, 2012), will be permitted to remain, subject to the following conditions (hereafter the "Grandfathered Dog"):
  - (i) any Grandfathered Dog must be registered with the Corporation within two (2) weeks of this rule coming into effect by providing information including, but not limited to, the species, age, name and distinctive markings of the Grandfathered Dog and any other such information as may be required by the Corporation;
  - (ii) in addition to the conditions contained herein, a Grandfathered Dog shall be subject to the same rules as a Pet under this section;
  - (iii) should the Grandfathered Dog be moved out of the Corporation or die, the Grandfathered Dog shall not be permitted to be replaced;
  - (iv) should the owner of the Grandfathered Dog no longer reside within the Corporation, the Grandfathered Dog shall be permanently removed from the Corporation; and,
  - (v) failure to register a Grandfathered Dog, as required and within the time frames prescribed above, will result in its permanent removal from the Corporation.
- i) No one may dispose of cat litter in the toilet even if the litter is marked "flushable". Cat litter can clog pipes and cause flooding. Clay litter shall not be disposed down the garbage chute;
- j) No Pets are not permitted to be on the following common elements :
  - The Amenity Area (11<sup>th</sup> Floor).
  - The 2<sup>nd</sup> Floor Courtyard (except for the units that have direct access to this area and the pet must be on a leash).
- k) A single fish tank may NOT exceed a total of 20 gallons and must be placed in a safe location in the unit;
- l) Elevator access: In order to facilitate the orderly and safe movement of Pets in elevators, the following rule applies: If there is an issue with Pets from different units, or if a Resident is not comfortable with Pets, the person and Pet



who got on to the elevator last should leave. The Resident (and Pet) that is already on the elevator has the right of way.

## **14. PARCELS & DELIVERIES**

- a) Canada Post parcels are to be delivered directly to the suite by Canada Post. If no one is home, Canada Post will place a notification in your mailbox;
- b) Courier delivery may be accepted by the concierge at the corporation's discretion and only as a courtesy to the resident, providing the parcel is not large and there is sufficient space in the security office. Although the concierge will exercise discretion, he has the right to refuse the acceptance of the delivery of furniture, appliances and parcels larger than 18" x 18" x 18";
- c) A parcel acceptance form must be signed in advance allowing the concierge to accept parcels on your behalf;
- d) The Corporation is not responsible for loss or damage to parcels. Any delivery left on behalf of a resident with the concierge is entirely at the resident's own risk, and the corporation accepts no liability for any losses costs or damages incurred by a resident or third party as a result of same;
- e) Parcels must be picked up within 3 days. If a longer duration is required, permission must be obtained from management;
- f) Frequent deliveries for commercial purposes are not permitted. Management and staff have sole discretion to determine if deliveries to a particular Unit are excessive and refuse to accept such deliveries.

## **15. KEYS**

Under section 19 of the Condominium Act, 1998 and Article XI, Section 11.1 of the Corporation's Declaration, Property Management or Security staff cannot use the building's Master Key to provide entry into any of the Residential Units for Owners or Residents with lost or misplaced keys. The master key may only be used to perform the objects and duties of the Corporation.

## **16. REAL ESTATE SHOWINGS AND OPEN HOUSES**

Owners who are selling or leasing their units are encouraged to arrange for private appointments to view, as opposed to the use of "open house" viewing. However, open houses are permitted in accordance with the following procedure that shall be followed:

- a) The Corporation has the right to limit the amount of open houses on any given day;
- b) No signs advertising the open house shall be posted anywhere on the property;
- c) Management must be notified in writing a minimum of 48 hours in advance of an open house;
- d) All guests must sign in at the concierge desk and show identification;
- e) Persons attending an open house shall be permitted, at the discretion of security and/or management, to wait in the lobby area until either the Real Estate Agent or Owner escorts them to the unit. Real Estate Agents and/or Owners shall remain with prospective clients at all times and shall escort them to the main lobby vestibule to ensure their departure from the building;
- f) No Owner shall allow any person attending an open house to roam the common elements unescorted at any time and where such individuals are found unescorted, they shall be directed to return to the front lobby and await a proper escort, or be asked to leave the building;

- g) Agents must provide security and management with proper identification in way of a business card and valid real estate license;
- h) Street clothes are not permitted in the pool/whirlpool area;
- i) Keys for access to any locked recreation area will NOT be made available. The Property Manager and Security staff will not open doors for Agents or open house attendees under any circumstances;
- j) Suite keys shall not be held by Security personnel on behalf of Agents or Owners. Key Lockboxes can be kept in the designated area on the ground floor Visitor Parking.
- k) Real Estate Agents and/or Owners shall exercise good judgement of the quantity of clients being shown the property at one time;

SECURITY STAFF SHALL NOT ACCEPT ANY INSTRUCTIONS FROM AN OWNER OR REAL ESTATE AGENT ALTERING THE ABOVE PROCEDURE.

## 17. AMENITIES

### General

- a) The Amenities are for the use and enjoyment by Residents and their guests only. This includes the 11<sup>th</sup> floor Harbour Club, the Guest Suites and the 2<sup>nd</sup> floor courtyard. There is a maximum of 4 guests per unit, and a maximum of 1 guest in the cardio or weight room. Residents must accompany their guests at all times while visiting or using the amenities. Non-resident owners of Leased units are not permitted to use the amenities;
- b) All residents entering the amenities must sign in and include their unit number;
- c) Services offered can change at the discretion of Management, the Board and/or Amenity staff;
- d) Smoking is not permitted at any time in any of the indoor facilities;
- e) Candles are not permitted (with the exception of candles on a cake) anywhere in the amenities and guest rooms;
- f) Persons under 16 years of age must be accompanied by an adult (18 years of age or older) at all times;
- g) Glass containers are not permitted anywhere in the facilities, with the exception of the party room booked for exclusive use;
- h) The Harbour Club is open from 6:00 am to 11:00 pm; the pool area
- i) Failure to conform to, or obey Rules and/or terms of Amenities may result in suspension of usage privileges for the unit.

### Party Room (Dining Room / Piano Lounge) Facilities

- a) Residents may use the Party/Dining room without a reservation, on a non-exclusive basis, unless the Party Room is booked for another function. Residents using these facilities must sign in at the Harbour Club front desk. The hours are the same as the Harbour Club;
- b) Residents may hold private non-commercial functions in the Party Room, for up to 60 people, on an exclusive basis, provided a valid reservation is made with the Management Office, the applicable Rental Fee, Security Fee & Security Deposit is paid, and a PARTY ROOM RENTAL AGREEMENT is signed in such form as the Board of Directors may determine from time to time. The Board of Directors may establish other requirements from time to time;

- c) A reservation for the Party / Dining Room does *not* include the use of any other recreation facility or common element areas, except for the washroom located within the Party Room, and the patio area immediately in front of the Dining room;
- d) The contemplated use of the premises must be fully disclosed to the Corporation as a condition of, and prior to the rental of the Party Room. The Party Room may not be used for commercial purposes;
- e) A Guest List must be lodged with Security 48 hours before the booked date. Failure to provide Security with the Guest List within the specified time will automatically cancel the Function;
- f) The Party Room may *not* be rented by non-residents (including non-resident owners of leased units);
- g) All private functions in the Party Room must cease at 11:00 pm;
- h) The Resident will be responsible for providing directions to the party for his/her guests. No additional signs may be posted anywhere on the property and doors are not to be left open and unattended for people to enter;
- i) Decorations and banners are permitted only in the Dining Room and can only be tied to tables or chairs. Decorations, signs and banners cannot be affixed in any fashion to the ceilings, walls, windows, doors or air diffusers. The use of confetti is not permitted;
- j) Furniture may not be moved without permission. No resident/guest or third party contractor shall move any of the Corporation's furniture without expressed written consent from Property Management. The Piano and Billiard table are not to be moved under any circumstances;
- k) The Resident agrees to abide by any Federal, Provincial and or Municipal Act(s) and will obtain any permit or license required regarding the serving of alcoholic beverages and agrees to indemnify and save harmless the Corporation as contracted from time to time, from any and all liability and from all claims, costs, losses, and demands arising out of any alcohol related incidents;
- l) The Resident renting the Party Room shall be responsible for admitting caterers, or other suppliers delivering items prior to a private event;
- m) The Resident renting the Party Room for a private event shall ensure that the entrance doors of these rooms are kept CLOSED throughout the event. Exits must be kept free from obstruction at all times;
- n) The cleaning of the room is the responsibility of the Resident. All garbage, countertops, appliances, floors, sofas, tables, chairs, etc. must be cleaned thoroughly and left in the same manner as received. Cleaning must be completed immediately after the event and no later than 12 hours from the conclusion of the rental period. The Resident shall report to the Property Manager any damage (including stains and markings) to walls, floors, furniture, piano, decorations or anything else located in this facility. Pictures will be taken of any items damaged. The damage cost will be assessed by the Property Manager;
- o) The Resident will assume full responsibility for the preservation of property, order, and decorum, and ensure that there are no disturbances to, or disruption of the ongoing activities in the Recreation Centre, grounds and common areas due to their event in the Party Room;
- s) Security Deposit is refundable in accordance with the terms of the Party Room Rental Agreement and provided that all of the Resident's obligations hereunder and under the Party Room Rental Agreement are met. The Resident is responsible for damages, or costs in excess of the security deposit should they occur. If the cost of such repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of the security deposit shall be assessed and charged back to the unit as common expenses;
- t) Damage to furnishings and /or finish of rooms and/or theft or loss of the Corporation's property is the responsibility of the Resident who will be invoiced for costs of repairs or refinishing, as determined by the Corporation in its sole

discretion. The Resident hereby accepts responsibility for the use of the room in accordance with regulations governing usage of areas described in the Party Room Rental Agreement, and as set out herein;

- p) The Corporation reserves the right to immediately stop a function taking place in the party room at any time in the case of unreasonable noise or rowdiness, as determined by the corporation's agent, or breach of any term of the Party Room Rental Agreement, and/or breach of any rules or posted procedures or policies. Should this be necessary, there shall be no refund of any party room rental fee;
- q) If all required fees and/or damages are not paid, the unit renting the facility will be banned from booking the party room until amounts owed are paid.
- r) Displays of threatening posture, aggression and/or hostility towards other Residents or staff will result in permanent rejection from this facility;
- s) Food and beverages are not allowed on or at the piano;

#### **Billiard Table**

- a) The Billiard Room hours are the same as the Harbour Club;
- b) The Billiard Room must be reserved through the Harbour Club staff. The table may be reserved for one (1) hour only. If no one reserves during that time, it can be booked again;
- c) Billiard balls and pool queues can be obtained from the Harbour Club staff;
- d) Residents from any one suite shall have no more than four (4) guests at any one time using the Billiard table;
- e) Those using the Billiard table shall return all equipment (balls, cues, etc.) to the Harbour Club staff, and replace the table covers after use.
- f) Displays of threatening posture, aggression and/or hostility towards other Residents or staff will result in permanent rejection from this facility;
- g) Sitting, food and beverages are not allowed on the pool table.
- h) The Billiard Table cannot be altered or moved by residents or their guest(s) under any circumstance.

#### **Media/Theatre Room**

- a) The Media/Theatre Room can be booked for exclusive use for a maximum of 12 people, for a maximum of 3 hours at a time. A security deposit is required;
- b) Residents can book the media room, either in advance or on the spot, for up to 3 hours twice per week with up to 4 guests for Non Exclusive use. No fee or deposit is needed. Sign up is required with unit number, time in and time out. The resident that booked the room has priority viewing. Residents must sign in to use the media room.
- c) The 3 hour maximum is firm. The resident must release the room promptly once the maximum time is reached with no exceptions.
- d) When the room is not being used exclusively, occupants cannot engage in activities that prevent other occupants from peacefully enjoy the movie being watched. For example using devices that can be disruptive such as smart phones, or lap tops, or talking loud talking etc.
- e) If a Resident is late for their reserved time, that time is deducted from the time allotted.
- f) If there are disputes regarding reservation times the staff should be consulted.

- g) No function or use of the Media/Theatre Room shall contravene any Federal, Provincial and or Municipal Act(s) by-laws, or be used for a commercial or profit nature;
- h) Pornographic or other similar films that are or may be offensive are not permitted;
- i) The Resident must be physically present at all times during the reservation period and the function must be confined to the Media/Theatre Room;
- j) The Resident will be responsible for their guest's behaviour and will be held liable for all damages arising from the use of the Media/Theatre Room. If the cost of such repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of the security deposit shall be assessed and charged back to the unit and shall be collectable as common expenses;
- k) Displays of threatening posture, aggression and/or hostility towards other Residents or staff will result in permanent rejection from this facility;
- l) Exclusive use bookings are not accepted for major televised events such as, but not limited to, the Superbowl or Oscars. The Media/Theatre Room is open to all Residents for these events;
- m) Furniture may not be moved without permission. No resident/guest or third party contractor shall move any of the Corporation's furniture without expressed written consent from Property Management.
- n) No video game systems, such as Xbox or Wii, or any other electronics are to be connected to the system;
- o) The Media/Theatre Room hours are the same as the Harbour Club – 6:00 AM to 11:00 PM.

#### **Cardio Room & Weight Room**

- a) For safety reasons, children under twelve (12) are not permitted to use the equipment.
- b) Reservations of half hour increments are required for certain pieces of exercise equipment in the Cardio and Weight rooms;
- c) If a piece of equipment is not booked, the equipment can be used for half hour intervals;
- d) If other Residents are waiting for equipment, the half hour duration must be strictly adhered to. This applies to all equipment, including free weights and the bench;
- e) If a Resident is late for their reserved time, that time is deducted from the half hour allotted;
- f) If there are disputes regarding reservation times that the above guidelines do not resolve, the staff should be consulted;
- g) Displays of threatening posture, aggression and/or hostility towards other Residents or staff will result in permanent rejection from this facility;
- h) Gym shoes, T-shirts, sweats and other proper attire shall be worn at all times;
- i) Earphones shall be used when listening to a radio or similar device;
- j) Except for water, no food or drink is permitted in these rooms;
- k) Weights shall not be dropped; they must be placed quietly on the floor. This also applies to the Universal weight station – the weights must be eased down and released lightly to avoid excessive noise to the units below.

#### **Pool, Hot Tub, Sauna and Patio**

- a) Children under sixteen (16) years of age must be accompanied by an adult at all times;

- b) No more than 10 people are allowed in the pool at one time;
- c) No more than 4 people are allowed in the hot tub at one time;
- d) Use of these facilities is at the user's own risk. Pregnant women or those with a medical condition that can be exasperated by the hot water should consult with a physician before entering the Hot Tub or Sauna;
- e) Children under two years of age, or persons requiring diapers must wear swimmer diapers to enter the swimming pool;
- f) No person shall pollute the pool in any way. Any losses, costs or damages incurred by the Corporation by reason of anyone polluting or soiling the pool or pool area shall be borne and paid for by the Owner of the unit, and all payments pursuant to this rule are recoverable in the same manner as common expenses;
- g) A cleansing shower must be taken before entering or re-entering the pool and/or hot tub;
- h) No bath oil, shampoo or soap is permitted in the pool area;
- i) Bathing suits shall be worn when in the pool, and any substitutes for bathing suits are not permitted;
- j) Earphones shall be used when listening to a radio or similar device around the hot tub, indoor pool, and on the patio;
- k) Furniture shall not be taken to or from the pool area;
- l) There shall be no boisterous play, running or pushing in the pool, sun deck or patio areas;
- m) No food or beverages are allowed in the pool, sauna or hot tub areas. Glass is not permitted anywhere in the Harbour Club;
- n) Cell phone use is NOT allowed in the pool area;
- o) Street shoes are not permitted in the pool area;
- p) Water shall not be poured on the rock elements in the saunas as they are dry saunas and water on the elements will damage the equipment;
- q) Residents shall respect the patio and all the patio furniture. Food or drink shall be consumed carefully to avoid spillage. The cedar benches shall not be dragged along the patio, and Residents shall avoid sitting on the arm or back rests of the benches. All belongings including, but not limited to, cans, dishes, magazines, newspapers are to be collected and removed by the Resident. The cost incurred by the Corporation for any cleaning or repairs resulting from negligence or breach of these rules will be charged back to the Owner.
- r) Displays of threatening posture, aggression and/or hostility towards other Residents or staff will result in permanent rejection from this facility;

### **Community Barbecues**

There are two barbecue areas: an electric barbecue is available on the 11<sup>th</sup> floor east patio and two gas barbecues are available on the 2<sup>nd</sup> floor courtyard.

- a) Hours: 11:00AM – 9:00PM, 7 days a week.
- b) BBQ grills are available anytime on a "first come first serve" basis.
- c) Maximum four (4) guests/visitors per suite.
- d) Anyone using the barbecue is responsible for cleaning it. Residents will be charged back a cleaning fee if they do not

clean the grill and area of use;

- e) Bring your own BBQ cooking utensils;
- f) Transport food in sealed "Tupperware" or similar containers;
- g) All beverages must be in plastic jugs/containers (no glassware allowed).
- h) BBQs must be turned off when cooking/grilling is completed. This includes all burners;
- i) Residents are asked to be considerate of the residents that live adjacent to this area and conduct themselves in an appropriate manner at all times.
- j) The Corporation and Concierge staff reserves the right to exercise discretion and shut down the BBQs and Patio Area if in their opinion there is a safety issue, or a documented noise disturbance. Please immediately notify the Concierge Desk of any pertinent issues.

### Guest Suites

- a) Two Guest Suites are available for rent by on-site Owners/Residents to accommodate their guests visiting them at WHC1. Guest Suites are available by reservation on a first come, first serve basis and can be reserved up to 3 months in advance;
- b) Residents are required to submit a current *Guest Suite Agreement* that outlines the terms and conditions as well as the rules and regulations of renting the Guest Suites;
- c) The Resident/lessee must submit the Guest Suite Agreement, rental fee and the security deposit for the guest suite in person to the Harbour Club staff;
- d) The maximum stay for any guest(s) or Resident within the Guest Suite is seven consecutive (7) nights. A longer rental is possible, but requires Board approval;
- e) The Resident is to provide linens, towels, toiletries, etc.;
- f) A refundable security deposit is required when booking a suite. The Owner/Resident is responsible for any damage caused to the suite by the guest and can be further charged for damage costs exceeding the security deposit. An inspection of the suite by the Resident, accompanied by Management, Security or Harbour Club staff will be completed prior to and at the end of the guest occupancy. The security deposit will be returned if NO DAMAGES have occurred and the rental fee has cleared.
- g) Keys to the guest suite and front door shall be picked up from the Harbour Club staff or Concierge's station at check in time and date. Upon the guest vacating the suite, the Resident must ensure that the suite is locked and the keys have been returned to the Harbour Club staff or Concierge's station. If the keys are lost or stolen the lessee is responsible for all costs to re-key the suite door lock. Failure to vacate the suite and return the keys by the specified check-out time, will incur a late check-out fee;
- h) A visitor parking permit (if required) shall be obtained from the concierge's station upon check in of the guest suite. It is the responsibility of the Resident to provide the vehicle information to the concierge staff in order to obtain an overnight visitors' permit;
- i) Any housekeeping issues should be reported to the concierge's station or management office;
- j) SMOKING IS NOT PERMITTED within the guest suite;
- k) NO PETS are allowed in the guest suites;
- l) NO COOKING is allowed in the guest suites other than the use of the microwave;
- m) There is NO MAID service available during occupancy and the Licensee/guests are responsible for general cleanliness of the suite;

- n) Guests may use the recreational facilities at 628 Fleet Street ONLY WHEN ACCOMPANIED BY THE RESIDENT(S). Guests are subject to all rules and regulations of the facilities;
- o) The Resident is responsible for ensuring that their guests comply with all the rules of the Corporation. The Resident shall be responsible and/or liable for any act, claims, damages, nuisance, or liabilities whatsoever occasioned or caused by their guest(s) with respect to the common elements;
- p) The Resident must be present at the corporation while the guests are occupying the guest suite;
- q) TSCC 2095, or any of its agents, shall not be responsible for the theft, damage or loss whatsoever, for any articles, goods, chattels or otherwise, kept or maintained by the resident and/or their guest(s), within the aforesaid Guest Suite, which use and occupancy is at their sole risk and responsibility;
- r) A complete refund of the guest suite fee will be returned to the Resident if the cancellation is provided in writing to either Management or the Harbour Club staff within 48 hours before the check in date. A cancellation charge will be levied for cancellation less than 48 hours.

## 18. INTERACTIONS WITH MANAGEMENT AND STAFF

No Owner, Resident, or their family, tenants, guests, invitees and agents, shall injure, harass, threaten, initiate any defamatory, threatening, hateful or discriminatory statement or action, or participate in any illegal or harmful conduct, towards an Owner, Resident or the Corporation's employees, agents, contractors, service providers, or the Board, including but not limited to any conduct that is or would be contrary to the Ontario *Human Rights Code*, Ontario *Occupational Health and Safety Act*, or contrary to any policies, codes of conduct and/or ethics, passed by the Board and delivered to Owners and/or Residents from time to time. No Owner, Resident or their family, tenants, guests, invitees and agents shall interfere with the provision of services provided by the Manager, or any agent, employee, contractor or service provider of the Corporation, nor obstruct or interfere with the ability of the Manager, or any agent, employee, contractor or service provider, to perform their services or carry out their work at or for the Corporation.

## 19. RENOVATIONS

1. When planning in-suite renovations involving plumbing, electrical wiring, suite flooring, or re-positioning/cutting through walls, the Resident shall provide details and/or drawings of the proposed project to the Property Manager and obtain written approval of the Corporation by completing the REQUEST FOR PERMISSION TO RENOVATE form prior to starting any work.
  - a) Prior to installing wood, tile, marble or other hard flooring, the Resident shall install sound-deadening material under the new flooring to the satisfaction of the Corporation. Minimal floor noise abatement underlay must be an IIC rating of not less than 60 (IIC 60). Specification sheet of proposed material to be provided to Management PRIOR to installation.
  - b) Management may request additional details before the Corporation grants PERMISSION TO RENOVATE. Any required building permits shall be the responsibility of the Resident.
  - c) If the proposed renovation involves the removal of any walls, the wall in question MUST be inspected by Management prior to removal.
  - d) If the proposed renovation involves the replacement of exterior doors or windows, a specification of the proposed installation must be provided to Management PRIOR to installation in order to ensure conformity.
2. No Contractor or trades personnel shall be admitted onto the property to perform any work in or about any unit or "exclusive use" common element (e.g. balconies, terraces), unless:
  - a) The Contractor is employed directly by the Corporation; or
  - b) The Contractor is employed by a Resident, provided:
    - i) The Resident has visited the Management Office, and completed and signed a REQUEST FOR PERMISSION TO RENOVATE form; and provided:
    - ii) The Resident has received the Corporation's written PERMISSION TO RENOVATE, and provided:



- iii) The Property Manager has filed a copy of the *approved* PERMISSION TO RENOVATE form at the Concierge Desk, without which Contractors shall not be granted access to the property; and provided:
  - iv) The Resident has agreed (on the agreement) to indemnify the Corporation with respect to any expenses, damages or costs incurred by the Corporation as a result of the work performed by the Resident or Contractor or service personnel, including any damage to the common elements or to common building services arising during or following completion of the renovation work. The Corporation may collect any such expenses, damages and costs in excess of the Damage Deposit from the suite Owner in the same manner as Common Expense Assessments.
  - v) If the Resident will not be at home during the renovation, the Resident MUST provide WRITTEN authorization allowing the Corporation to grant access to the suite.
3. The Resident and or contractor shall remove all renovation refuse from the 628 FLEET STREET complex, including plaster, carpet remnants, large containers, mattresses, appliances, etc. The Resident is responsible for ensuring that this is done. No in-suite discarded renovation materials shall be placed in the Corporation's garbage bins or surrounding areas.
  4. Renovation-related activities are subject to TSCC 2095 Rules, and to all applicable laws and municipal by-laws.
  5. Noise-producing activities such as hammering and/or operating power tools, in suites and lockers, are permitted only subject to applicable laws and municipal by-laws, and only between the following hours:
    - Mondays - Saturdays: 09:00 – 18:00 hours
    - Sundays & Holidays: Prohibited at any time
  6. Noise-free renovation-related activities (e.g. painting, wall papering, plastering, etc.) are permitted within the suites and lockers between the following hours:
    - Mondays - Saturdays 08:00 - 21:00 hours
    - Sundays & Holidays 10:00 - 21:00 hours
  7. The Resident shall book the Service elevator and arrange with the Concierge for protective padding when planning to transport renovation tools, equipment and materials to and from the suite.
    - a) The date and time for the use of the service elevator shall be booked with the Concierge, with as much advance notice as possible.
    - b) The service elevator shall be assigned on a first-come-first-served basis.
  8. When booking the service elevator, the Resident shall comply with all applicable provisions of Rule 11 herein, including entering into an Elevator Reservation Agreement and paying a Security Deposit, in the amount determined from time to time by the Board of Directors. The Security Deposit will be returned after completion of the renovation project and following inspection of applicable common areas, in accordance with Rule 16 herein.
  9. Prior to putting the elevator "on service" and taking it "off service", the Concierge, Superintendent and/or Resident or designated representative shall inspect the elevator and other relevant common elements, take note of any existing/resulting damage, and secure the Resident's signature on the REQUEST TO RENOVATE form.
  10. On completion of the delivery/removal of renovation tools, materials, and/or refuse, the Resident shall notify the Concierge, so that the relevant common elements can be inspected for damage and the elevator taken "off service".
    - a) The elevator shall not remain "on service" for more than one hour at a time, except for household moves.
    - b) As soon as the renovation tools and materials have been brought into the suite, the Resident notifies the Concierge to inspect the relevant common element areas and to take the elevator "off service".
    - c) The Resident or Contractor shall obtain and use wheeled (rubber or other protective) bins to transport renovation materials to the suite. Such materials shall remain inside the suite until they are removed from the building and property.

- d) If the elevator is required to be put "on service" to remove renovation materials from the suite, the Resident shall make the necessary arrangements with the Concierge.
  - e) All required permits must be obtained by the resident from the City of Toronto, Toronto Hydro or Works Department prior to the commencement of any work.
  - f) The Board of Directors, or its Agent, shall be permitted to inspect the work during the renovation and after completion.
  - g) The Board of Directors, or its Agent, shall reserve the right to order work to cease in the event that:
    - i) Unauthorized work is undertaken
    - ii) Work is carried out outside of the authorized hours
    - iii) Work is extended over an agreed time period
11. The Resident or Contractor shall remove all renovation materials and refuse from the building and property as soon as it leaves the suite (e.g. plaster, carpet remnants, containers, mattresses, appliances, etc).
  12. The Resident shall ensure that the Contractor adheres strictly to the Corporation's rules regarding Renovations.
  13. The Security Deposit may be used to defray any costs incurred by the Corporation for disposal of renovation or moving-related materials and refuse which has been left by a Resident or Resident's Agent in the Corporation's bins or anywhere on the common elements.

## 20. EMERGENCY REPAIR

- a) In the event of any occurrence which requires emergency repair and/or cleanup and/or removal of items from a unit so that the Corporation can carry out required repairs, or prevent damage to property, where an Owner is not available to remove their personal belongings and/or upgrades, betterments or improvements and/or refuses to do so immediately, the Corporation shall, as part of its obligations to maintain and repair the common elements of the Corporation and to mitigate damage where possible, remove from a unit Owner's personal belongings, upgrades, betterments and/or improvements that are required to be removed for that purpose, or for the protection of the items themselves. All costs incurred by the Corporation shall be the responsibility of the Owner and be recoverable as common expenses.
- b) In the event of any occurrence where hazardous substances may be involved which may pose a health risk to Residents, and emergency repair and/or clean up and removal of items from the unit is required so that the Corporation can carry out repairs, or prevent damage to property, the Corporation, not the Owner shall, as part of its obligations to maintain and repair the common elements of the Corporation and to mitigate damage where possible, remove from a unit the Owner's personal belongings, upgrades, betterments and/or improvements that are required to be removed for that purpose, or for the protection of the items themselves. All costs incurred by the Corporation shall be the responsibility of the Owner and recoverable as common expenses.