

**AGREEMENTS, FORMS AND WAIVERS**

**AND ASSOCIATED**

**CONDOMINIUM RULES**

ON THE GREEN

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**ST. ANDREW**



**ST. ANDREW ON THE GREEN INC.**

**Toronto Standard Condominium Corporation No. 1839**

**CONDOMINIUM RULES**

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## RULES

The following Rules made pursuant to the *Condominium Act*, 1998, S.O. 1998, C.19 (the "Act") shall be observed by all Owners (collectively, the "Owners") and any other Resident(s) occupying the residential Unit with the Owner's approval, including, without limitation, members of the Owner's family, tenants, guests, invitees, service suppliers, agents and contractors.

For the purposes of these Rules the term:

"Corporation Board" shall mean the Condominium Corporation's Board of Directors collectively, as elected by the Unit Owners under the Condominium Act for the Toronto Standard Condominium Corporation No. 1839.

"Owners" shall mean the legal owner or owners of a residential Unit, parking space and/or storage locker, whether a Resident or non-resident Owner.

"Resident" shall mean any Condominium residential Unit occupant, and temporary occupant, including "house sitters".

"Property Manager or Management" shall mean the enterprise hired from time to time by the Condominium Corporation's Board of Directors to operate and maintain the Condominium building and property.

"Concierge or Security" shall mean the enterprise hired from time to time by the Condominium Corporation's Board of Directors to ensure the safety and protection of the Condominium building, property and Residents, overseen by the Property Manager.

"Motor vehicle" shall mean any privately owned passenger vehicle, automobile, SUV, compact van, pick-up truck, motorcycle, recreation vehicle and trailer as customarily understood. Personal electronic mobility devices are not deemed as Motor Vehicles for the purposes of these Rules.

Any losses, costs or damages incurred by the Condominium Corporation by reason of a breach of any Rules in force from time to time by any Owner, or their family, guests, visitors, tenants, service suppliers, agents or occupants of their residential Unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation against such Owner in the same manner as Common Expenses.

### 1. GENERAL

(a) Use of the Condominium property Common Elements and residential Units shall be subject to the Rules which the Corporation Board may make to promote the safety, security or welfare of the Owners and Residents and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements and of other residential Units.

(b) Rules as deemed necessary and altered from time to time by the Corporation Board shall be binding on all residential Unit Owners and Residents, including non-resident Owners.

(c) Animals, including livestock, fowl, reptiles and exotic pets, which are deemed by the Property Manager or the Corporation Board, in their absolute discretion, to be a nuisance shall not be kept by any Resident in any Unit or storage locker. The Unit Owner shall ensure the permanent removal of the animal from the Property within two (2) weeks of receipt of a written notice from the Corporation Board requesting the removal of such animal. Notwithstanding the generality of the foregoing, attack dogs shall not be allowed in any Unit. The breeding of animals for sale shall not be carried on, in any Unit, storage locker or common area.

(d) New Owners and Resident, including tenants, acquiring a Unit shall register with the Property Manager or the Condominium Concierge prior to their move in date, and shall provide all appropriate documentation. At such time, and with the satisfactory completion of Forms, common element keys and any garage access devices will be provided and signed for.

(e) Upon moving from a residential Unit, the Owner or Resident vacating the premises shall surrender all common element keys and any garage access devices in their possession to the Property Manager or the Condominium Concierge. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered.

(f) Guests of Residents are permitted to use the condominium facilities, subject to the age restrictions defined in the Rules below, including the swimming pool, whirlpool, exercise room and barbecue, provided that the Resident:

- i. Is present and accompanying the Guest, or is present in the building and has notified the Condominium Concierge of their permission to allow the Guest to use the facility; or
- ii. Has notified the Condominium Concierge that the Guest is temporarily occupying their Unit in writing using the Resident Absentee Information Form.

(g) Owners and Residents are expected to report any unknown and/or suspicious persons, emergency, insecure or unsafe building situation, or loss of personal property within the Condominium to the Condominium Concierge or Property Manager.

## 2. QUIET ENJOYMENT

(a) Residents and their families, guests, visitors, service suppliers and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Property Manager or the Corporation Board, may or does disturb the comfort or quiet enjoyment of the residential Units or Common Elements by other Residents or their respective families, guests, visitors, service suppliers and persons having business with them.

(b) No noise shall be permitted to be transmitted from one residential Unit to another. If the Corporation Board determines that any noise is being transmitted to another residential Unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at their expense take such steps as shall be necessary to abate such noise to the satisfaction of the Corporation Board. If the Owner of such Unit fails to abate the noise, the Corporation Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses thereby incurred in abating the noise; (including reasonable legal fees).

(c) Firecrackers or other fireworks are not permitted in any residential Unit, storage locker or on the Common Elements.

(d) Renovations and repairs to a residential Unit shall be made only during the hours of 8:00am to 6:00pm from Monday to Saturday, unless prior approval of the Corporation's Board is obtained. Emergency repairs, e.g. a water leakage or power failure, may be undertaken at any time with notification to the Property Manager or Condominium Concierge of the emergency.

**SECURITY**

3.

- (a) All Residents, Owners and non-resident Owners are responsible for complying with these Security Rules and ensuring that their family, visitors, guests, service suppliers and agents are informed of them and also comply with them.
- (b) Owners and Residents shall supply the Corporation Board, through the Property Manager with the names, contact phone numbers, any e-mail address and motor vehicle licence numbers for each Unit Resident, using the Owner/Resident Information Form. Owners and Residents will keep this information current from time to time by submitting an updated Owner/Resident Information Form to the Condominium Concierge or the Property Manager.
- (c) Owners, Residents, and non-resident Owners shall not request or expect the use of the building "master key," held continuously in strict dual-custody protection. Condominium Concierge and the Property Manager shall not provide residential Unit or storage locker access to any individual, including a registered Resident, other than where:
  - i. There is an obvious potential emergency situation, including fire, flooding or water leakage, building common element safety issue, and/or a personal urgent medical event; or
  - ii. There is a planned residential Unit preventative maintenance service with prior notice to Owner and Residents; or
  - iii. The Owner or Unit Resident has provided a Unit key to Condominium Concierge for their safekeeping and where the request to use the key is from a person recorded on the Suite Key Entry Waiver Form; or
  - iv. In the rare event that a registered Resident, verified by photo identification, claims to have lost their Unit key.
- (d) Residents shall ensure that all lockable doors and fire protection doors that are intended to be closed and secure are so after their use. This includes ensuring their family, visitors, guests, service suppliers and agents comply with the requirement.
- (e) Residents shall not permit access to the building to any unknown person, whether on foot or driving a motor vehicle, and shall refer all such persons to the Condominium Concierge.
- (f) Residents are to immediately report any suspicious person(s) seen on the property, unusual activity and/or any open exterior doors, secure entry doors or fire protection doors to the Condominium Concierge and/or Property Manager.
- (g) Residents are to immediately report in writing any loss of personal property that they believed occurred on the Condominium property to the Condominium Concierge and/or Property Manager. Residents are responsible for also reporting such events to the Police and/or their Insurance Company.
- (h) Owners and Residents are expected to gain access to the building using their access keys and/or electronic key fobs. Condominium Concierge may provide access at their discretion where they can identify the Resident and are not otherwise occupied.
- (i) Guests, visitors, service suppliers or agents will only be permitted beyond the building entry lobbies when the Unit Resident has been contacted by the Condominium Concierge unless a pre-authorized access Suite Key Entry Waiver Form has been provided to the Condominium Concierge.

- (j) Multi-purpose Room event "Hosts" shall provide a list of their guests to the Condominium Concierge for ease of identification and access to the event, and shall ensure that such guests do not access the building common areas unescorted outside of the Amenity Area.
- (k) Persons attending a residential Unit sale "Open House," personal property sale, estate sale or similar event shall be escorted by a Resident, non-resident Owner or their agent to and from the building lobby and the Residents Unit. The Resident, non-resident Owner or their agent shall ensure that such visitors do not access the building common areas unescorted. Only one such event will be permitted to be held at any one time: concurrent events require the prior approval of the Property Manager or Condominium Board.

**SAFETY**

- a) Owners and Residents shall supply the Corporation Board through the Property Manager and/or Condominium Concierge with the names of Residents requiring special needs in the event of a building emergency, e.g. a fire alarm, using the Persons Requiring Special Assistance Form.
- b) Owners and Resident shall not do anything, or permit anything to be done in any residential Unit, or bring or keep anything therein, which will in any way increase the risk of fire or the rate of fire insurance on the building, or on property kept therein, or obstruct or interfere with the rights of other Owners or Residents, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any Owner or conflict with any of the rules and ordinances of the applicable local health authorities or with any statute or Municipal by-law.
- c) Storage of any combustible or offensive goods, provisions or materials is not permitted in any residential Unit, storage locker or exclusive use Common Element.
- d) Propane or natural gas tanks shall not be kept in any residential Units, storage locker or exclusive use Common Elements.
- e) Gas barbecues will only be permitted on Level 1 ("Garden Level") patios and designated terraces contained on Levels 2 to 9, inclusive, provided that an approved gas line, with a "quick disconnect", has been installed. Barbecues fueled by any other means, e.g. propane or charcoal, are not permitted on any balcony, patio or terrace.
- f) Barbecues shall not be used indoors in any Residential Unit, storage locker or common area.
- g) Electrical circuits shall not be overloaded within residential Units and/or exclusive use Common Elements.
- h) Water shall not be left running unless in actual use.
- i) Nothing shall be thrown out of the windows or the doors of a residential Unit, or from any balcony or terrace.

**COMMON ELEMENTS**

5.

- (a) Condominium Common Elements, including landscaped areas shall not be harmed, mutilated, destroyed, altered, littered or defecated. Costs to clean and/or repair such damage may be recovered by the Condominium Corporation against the person or persons found responsible.
- (b) Smoking is prohibited in all common areas, including the building elevators and the parking garage, with the exception of the Multi-Purpose Patio.
- (c) Signs, advertisements or notices shall not be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or Common Elements, whatsoever.
- (d) Awning, foil paper or shades, including a tent or gazebo, shall not be erected over, on or outside of the windows or patios, balconies or terraces without the prior written consent of the Corporation Board.
- (e) Equipment shall not be removed from the Common Elements by, or on behalf of, any Owner or Resident.
- (f) Antenna, aerial, tower, satellite dish or similar communication system structure and appurtenance thereto shall not be erected on or fastened to any residential Unit, or any portion of the Common Elements, except by the Corporation in connection with a common communication systems.
- (g) Painting shall not be done to the exterior of the Units, railings, doors, windows, or any other part of the Common Elements.
- (h) The passageways and walkways that are part of the Common Elements shall not be obstructed by any of the Owners or Residents or used by them for any purpose other than for ingress and egress to and from a residential Unit or the Common Elements.
- (i) Any physical damage to the Common Elements caused by an Owner or Resident, their family, guests, visitors, service suppliers, or agents shall be repaired by arrangement and under the direction of the Corporation Board at the cost and expense of such Owner or Resident.
- (j) Mops, brooms, dusters, rugs or bedding shall not be shaken or beaten from any window, door, balcony or terrace.
- (k) Building structures, tents or gazebos shall not be erected, placed, located, kept or maintained on the Common Elements and trailers, either with or without living, sleeping or eating accommodations shall not be placed, located, kept or maintained on the Common Elements.
- (l) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times. Should a pet owner fail to clean up after their pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two (2) weeks of receipt of written notice from the Property Manager or the Corporation Board requesting removal of such pet, permanently remove such pet from the property.

**RESIDENTIAL UNITS**

6.

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and sweepings, garbage, rubbish, rags, ashes, or other substances shall not be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the Owner who, or whose, tenant, family, guest, visitor, servant or agent shall cause it.
- (b) Owners or Residents shall not make any major plumbing, electrical, mechanical, structural or communication cable alteration in or to their residential Unit without the prior consent of the Corporation Board.
- (c) Owners or Residents shall not overload existing electrical circuits in their residential Unit and shall not alter in any way the ampereage of the existing circuit breakers in a Unit.
- (d) Units shall be used only for such purposes as provided for in the Corporation's Declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any residential Unit or storage locker. All municipal and other zoning ordinances, laws, rules and regulation of all government regulatory agencies shall be strictly observed.
- (e) Owners or Residents shall not permit an infestation of pests, insects, vermin or rodents to exist at any time in their Unit or adjacent Common Elements. Each Owner or Resident shall immediately report to the Property Manager all incidents of pests, insects, vermin or rodents. Owners and Residents shall fully co-operate with the Property Manager to provide access to each residential Unit for the purpose of assessing any potential infestation and conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the buildings.
- (f) Prior approval of the Property Manager or Corporation's Board shall be obtained for sales of personal and estate property, auction sales, private showing or public events. Such events are not permitted in any residential Unit, storage locker, any exclusive use area or the Common Elements without prior approval.

**EXCLUSIVE USE BALCONIES AND TERRACES**

7.

- (a) Exclusive use balconies and terraces shall not be used for cooking and barbecuing, subject to the exceptions contained in clause 4(e) of these Rules.
- (b) The hanging or drying of clothes is not permitted on any exclusive use balcony or terrace.
- (c) Exclusive use balconies and terraces shall not be used for the storage of any goods or materials.
- (d) Only seasonal furniture and plants are allowed on exclusive use balconies and terraces. All such items shall be safely secured in order to prevent them from being blown off the balcony, terrace or exclusive use areas by high winds.
- (e) Owners or Residents shall not do, nor permit anything to be done on an exclusive use balcony or terrace which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the residential Units and/or Common Elements by other Owners or Residents.



(f) Awnings or shades shall not be erected over or outside of exclusive use balcony or terrace without the prior consent of the Corporation Board. The Corporation Board shall have the right to prescribe the shape, colour and material of such awnings or shades to be erected.

(g) Items shall not be attached to nor hung from any exclusive use balcony or terrace railings or external walls. Self standing items shall not extend beyond the exterior perimeter on any balcony, terrace or exclusive use area such that they could fall outside the common element if dislodged.

(h) The drilling of holes or interfering with external walls, pillars and railings is prohibited without the prior approval of the Corporation Board. Seasonal decorations and external use only lights are permitted when attached to potted trees and plants.

(i) Nothing shall be thrown from any exclusive use balcony or terrace, e.g. cigarette butts. Mops, brooms, dusters, rugs, etc. shall not be shaken or beaten from any balcony or terrace. De-icing salt and other chemicals are not permitted on exclusive use balconies or terraces, with the exception of the treatment of the garden suite walk-ways.

## 8. WASTE DISPOSAL AND RECYCLING

(a) Residents shall only use the waste chutes within the floor level Garbage Disposal Rooms for properly bound, packaged and/or bagged waste and recycling in order to prevent mess, odours and disintegration during its fall down the disposal chute. Loose waste and recycling is not to be deposited in the floor level Garbage Disposal Rooms or the disposal chute.

(b) Cartons and large objects that might block the disposal chute, broken glass and certain recyclable items, e.g. electronics and batteries, must be deposited only in the designated Recycling Room on Level #1. Waste and recycling items should not be dumped on the exterior loading area.

(c) Burning cigarettes, cigars, ashes or other potential fire hazards shall not be thrown down the waste chute.

(d) Waste and recycling shall not be placed in the disposal chute between the hours of 10:00 p.m. and 8:00 a.m. The Recycling Room on Level #1 shall be available 24 hours per day.

## 9. TENANCY OCCUPATION

(a) Residential Units shall not be occupied under a lease unless, prior to the tenant being permitted to occupy the Unit, the Owner has delivered to the Corporation a completed Owner/Resident/Tenant Information Form, a duly executed Tenant's Undertaking and Acknowledgment Form and an executed copy of the Application/Offer to Lease and the Lease itself. The Tenant Undertaking and Acknowledgment Form is an integral part of these Rules as Schedule 1.

(b) In the event that the Owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, and in compliance with Section 49 of the Condominium Act (the "Act"), any person or persons intending to reside in the Owner's Unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the Owner comply with the within rules and with the Act.

(c) Within seven (7) days of ceasing to rent a residential Unit, or within seven (7) days of being advised that their tenant has vacated or abandoned the Unit, the Owner shall notify the Corporation in writing that the residential Unit is no longer rented.

(d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation. Condominium common element keys and any garage access devices may not be provided until all required documentation is satisfactory filed with the Property Manager.

(e) Tenant Leases shall not be for a period of less than six (6) months without the approval of the Corporation Board.

(f) Unit Owners shall not allow any tenant to sublet their residential Unit, parking space or storage locker to another tenant.

(g) Unit Owners shall be responsible for any damage or additional maintenance to the Common Elements caused by their tenants and will be assessed and charged therefore.

(h) Non-resident Owners are not permitted to use the Condominium facilities during the period of occupancy of their tenant, including they do not have right of use of the swimming pool, whirlpool, exercise room, barbecue and car wash. Non-resident Owners may rent the Multi-purpose Room and/or Guest Suites.

(i) Non-resident Owners shall supply to the Corporation Board, their current address, telephone number and any e-mail address during the period of occupancy by the tenant.

## 10. PARKING

a) Motor vehicles parked upon any Common Elements shall not exceed a height of 1.85 meters.

b) Vehicles, equipment or machinery, other than motor vehicles shall not be parked or left on any part of the Common Elements.

c) Parking areas or designated parking spots shall only be used for parking a motor vehicle and shall not be used for storage purposes.

d) Parking is prohibited in the following areas:

- (i) Fire zones;
- (ii) Traffic lanes;
- (iii) Delivery, loading and garbage storage areas; and
- (iv) Roadways.

e) Designated Guest/Visitor Parking spaces are for use by building visitors, guests, service suppliers, building staff and agents. Residents shall not use Visitor Parking Spaces.

f) A parking permit is required with respect to any motor vehicle parked on any area of the Common Elements designated as a "Guest/Visitor Parking Area" between the hours of 2:00 a.m. and 7:00 a.m. The parking permit shall be an official permit authorized and issued by the Property Manager and/or Condominium Concierge. Residents are responsible for obtaining a permit in advance on behalf of their guests/visitors. The visitor parking permit must be visibly displayed in/on the motor vehicle.

g) Parking permits for visitors/guests will be issued for up to three (3) days for each week by the Condominium Concierge. Parking permits requested for any longer periods will be issued at the discretion of the Property Manager or the Corporation Board upon written request from an Owner and/or Resident.

h) All motor vehicles operated by Residents must be registered with the Property Manager using the Owner/Resident/Tenant Information Form. Each Owner shall provide to the Property Manager the licence numbers of all motor vehicles driven by Residents of their residential Unit.

i) Motor vehicles shall be driven on the Common Elements at a posted speed of less than ten (10) km per hour.

j) Motor vehicles deemed a security or safety risk, in the absolute discretion of the Corporation Board, shall not be placed, left unattended, parked or be permitted to be placed, left or parked upon the Common Elements, either caused by the motor vehicles size, length of unattended stay, its physical condition or appearance or, its potential damage to the property. Upon seventy-two (72) hours' written notice from the Property 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 Property Manager, in default of which the motor vehicle shall be removed within a reasonable period 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 and/or unregistered with the Property Manager, the vehicle may be towed without notice to the motor vehicle owner and at the Owner's expense.

k) Unlicensed motor vehicle including mopeds and go-carts shall not be driven within the building and a motorized vehicle shall not be operated within the building without proper and current operating licence.

l) Servicing or repairs shall not be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on the Common Elements without the written consent of the Property Manager or the Corporation Board.

m) Motor vehicles, trailers, boats, snowmobiles, mechanical toboggans, machinery or equipment of any kind shall not be parked on any part of the Common Elements, nor in any Unit other than in a designated parking space other than for the purpose of loading and unloading furniture, or other household effects of the Residents provided that the length of time where such parking is limited and not longer than is reasonably necessary to perform the service.

n) Personal mobility devices are permitted to be operated, parked and/or stored on the Parking Common Element with the permission of the Property Manager or Corporation Board.

o) The owners of motor vehicles parked or used in contravention of these Rules shall be liable to be fined by the Condominium or to have their motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whatsoever caused to such motor vehicle or to the owner thereof.

p) Residents are to immediately report in writing any motor vehicle accident or damage incurred on or to the Condominium property to the Condominium Concierge and/or Property Manager, including any damage caused by their guests and visitors. Residents are responsible for also reporting such events to the Police and/or their Insurance Company.

**11. ELEVATORS AND MOVING**

- (a) Furniture, personal property and equipment shall be moved into or out of the building only by the elevator designated for such purpose (the "service elevator") by the Corporation Board. The service elevator shall be used for the delivery of any goods, services or home furnishings where the pads to protect the elevator should be installed as determined by the Property Manager in their sole discretion. The time and date of moving or delivery shall be fixed in advance by arrangement and reservation with the Concierge and/or Property Manager. The reservation shall be for a period not exceeding six (6) hours.
- (b) Moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 8:00 p.m., Monday to Saturday inclusive and shall not take place on public holidays; exceptions require written prior authorization of the Property Manager or Corporation Board.
- (c) A security deposit, in such amounts as determined by the Corporation Board from time to time, shall be deposited with the Corporation through the Condominium Concierge or Property Manager when making the reservation and signing the Elevator Reservation Agreement. The security deposit shall be refundable in whole or part depending on a satisfactory post inspection of the Service Elevator and associated common areas.
- (d) It shall be the responsibility of the Owner or Resident when reserving the service elevator to notify the Condominium Concierge or Property Manager and to ensure 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 Resident reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and affected Common Elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the Owner of the Unit and the Resident reserving the service elevator. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the Property Manager as soon as possible following the moving or damage and the responsible parties shall be advised.
- (e) The Owner and/or Resident 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 or the delivery of goods, services and home furnishings to the suite. The Property 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 Resident reserving the service elevator. If the cost of repairs exceeds the amount of the security deposit and the Owner or Resident reserving the service elevator still owns or resides in the building, the full cost of repairs less the amount of the security deposit shall be assessed against the Unit owned by or occupied by the Resident reserving the service elevator as a common element expense.
- (f) During the term of the reservation and while any exterior doors are in an open condition, the Owner or Resident reserving the service elevator shall take reasonable precautions to prevent unauthorized entry by unknown persons into the building.
- (g) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the elevator reservation.
- (h) Bicycles shall not be taken on any elevator.

12. SWIMMING POOL AND WHIRLPOOL

- a) Hours: The swimming pool and whirlpool are open from 6:00 a.m. to 12:00 a.m. daily except when closed for routine cleaning and maintenance.
- b) When using the swimming pool and whirlpool persons under sixteen (16) years of age must be accompanied by an adult at all times and must not be left unattended in the swimming pool and whirlpool areas. For safety purposes children under twelve (12) years of age are not permitted to use the whirlpool, under any circumstances.
- c) A cleansing shower must be taken before entering or re-entering the swimming pool and whirlpool.
- d) All persons shall wear proper bathing attire within the swimming pool and whirlpool. Any form of clothing that is considered street clothing (in the ordinary sense) is not considered proper attire. T-shirts and similar coverings are allowed worn over bathing suits.
- e) Persons infected with a communicable disease or having open sores on their body shall not be permitted to use the swimming pool or whirlpool.
- f) Any child who is not toilet-trained or person who is incontinent shall not be permitted to use the swimming pool or whirlpool. In addition, diapers are not permitted to be worn within the swimming pool and whirlpool.
- g) Bath oils, shampoos or soap is not permitted in the swimming pool or whirlpool.
- h) The swimming pool or whirlpool shall not be polluted in any way by any person.
- i) Food, drink or glass containers are not permitted in the swimming pool or whirlpool areas, other than water and sports drinks in non-glass containers.
- j) Smoking is not permitted in the swimming pool or whirlpool areas.
- k) Bathing caps must be worn in the swimming pool by all persons with hair shoulder-length or longer.
- l) Scuba tanks, water toys, inflatable children's toys, balls etc., are not permitted in the swimming pool and whirlpool areas. However, CSA-approved life jackets and learning floatation devices are permitted, e.g. "noodles".
- m) Boisterous play, running or pushing is not permitted in the swimming pool or on swimming pool deck areas.
- n) Dives are not permitted into the swimming pool.
- o) Furniture shall not be taken to or from the swimming pool deck area.
- p) The swimming pool and whirlpool shall be used at the user's risk.

**13. EXERCISE ROOM**

a) Hours: The Exercise Room is open from 6:00 a.m. to 12:00 a.m. daily except when closed for routine cleaning and maintenance.

b) When using the Exercise Room persons under sixteen (16) years of age must be accompanied by an adult at all times and must not be left unattended in the Exercise Room. For safety purposes children under twelve (12) years of age are not permitted to use the Exercise Room and equipment, under any circumstances.

c) Condominium owned equipment is not to be taken out of the Exercise Room for any reason.

d) Food, beverages, glass containers, and smoking are not permitted in the Exercise Room other than water and sports drinks in non-glass containers and for medical purposes.

e) Proper dress shall be worn in the Exercise Room. Tops must be worn at all times.

f) Sports shoes only must be worn. Sandals, slippers, thongs, etc. are not acceptable. Bare feet or stockings or socks are not permitted.

g) Wet bathing suits are not permitted in the Exercise Room.

h) For sanitary reasons all users will clean the equipment used with a towel to wipe any perspiration, etc. from the surfaces.

i) The Exercise Room shall be used at the user's risk and users should seek expert advice on using exercise equipment.

Note: As a part of quiet enjoyment, music playing devices are allowed in the exercise room. However, when another user indicates that they find the noise level objectionable then the audio equipment must be turned down or removed.

**14. MULTI-PURPOSE ROOM AND PATIO**

a) A Resident or non-resident Owner may reserve the Multi-Purpose Room, patio and associated barbeque up to six months in advance by completing a Rental Agreement. The event "Host" shall complete and sign the Multi-purpose Room Rental Agreement and provide it to the Condominium Concierge together with the rental fee, plus a security deposit, plus a cheque to cover any additional security by the hour, or an amount to be determined by the Property Manager or the Corporation Board at the time of reservation. The security deposit shall be returned in full if the Multi-Purpose Room is left in the same condition as it is found.

b) The event "Host" shall not permit more persons to be present in the Multi-Purpose Room than is allowed by the fire marshal's office, as indicated in the Rental Agreement.

c) The event "Host" shall not permit any noisy, rowdy, or raucous behaviour in or adjacent to the Multi-Purpose Room and patio nor any behaviour or noise which disturbs the comfort and quiet enjoyment of other residents, their families, guests, visitors, service suppliers, and persons having business with them.

d) The event "Host" shall not permit any illegal act in or adjacent to the Multi-Purpose Room, patio or upon the property of the Condominium Corporation.

15.

GUEST SUITES

- (e) The event "Host" shall ensure that all persons using the Multi-Purpose Room and Patio comply with all provisions of the Rental Agreement document filed with the Condominium Concierge.
- (f) Advance reservations for the use of the Multi-Purpose Room and Patio may be made by telephone. Reservations may be cancelled up to fourteen (14) days prior to the date reserved. If the rental fee cheque, security deposit, and signed Multi-purpose Room Rental Agreement have not been received by the Condominium Concierge or Property Manager fourteen (14) days before the day of the event, the reservation will be automatically cancelled.
- (g) The Multi-Purpose Room and Patio shall not be used for any purpose after 1:00 a.m.
- (a) A Resident or non-resident Owner may reserve the Guest Suites up to six months in advance by completing in duplicate a Rental Agreement. The rental "Host" shall complete and sign the Guest Suite Rental Agreement and provide it to the Condominium Concierge together with a rental fee, plus a security deposit, or an amount to be determined by the Property Manager or the Corporation Board at the time of reservation. The security deposit shall be returned in full if the Guest Suite is left in the same condition as it is found.
- (b) A rental "Host" may reserve a Guest Suite for a maximum number of two adults plus up to two infants or children for a stay of up to one week. A reservation of a longer duration or extension of a reservation, if available, requires the consent of the Property Manager.
- (c) The rental "Host" shall be responsible for all charges, damages, losses or liabilities, incurred by their guests. An inspection of the Guest Suite prior to occupation and at time of departure will be carried out with a representative of the Corporation to determine the condition of the Guest Suite.
- (d) Smoking is prohibited in the Guest Suites.
- (e) Check-in for the Guest Suite is 3:00 p.m. with check out by 11:00 a.m. on the day of departure.
- (f) Pets are not permitted to stay in the Guest Suites; "seeing eye" dogs are permitted.

**TENANT'S UNDERTAKING AND ACKNOWLEDGEMENT**

**Toronto Standard Condominium Corporation No. 1839**  
**St. Andrew on the Green**  
9, Burnhamthorpe Crescent, Etobicoke, Ontario, M9A 0A6

I/We, \_\_\_\_\_, the undersigned, as tenant(s) of Unit \_\_\_\_\_, Level \_\_\_\_\_, (the "Unit"), according to Toronto Standard Condominium Corporation No. 1839, do hereby agree and undertake on behalf of myself/ourselves and any Resident or Residents of the said Unit that I/we shall comply with the provisions of the *Condominium Act*, 1998, S.O. 1998, C.19 and the Regulations made thereunder, and all subsequent amendments thereto, and also the Declaration, By-Laws and Rules of the said Toronto Standard Condominium Corporation No. 1839 (the "Corporation").

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

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

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

I/We further acknowledge that residence in the Unit is restricted to a maximum of four persons. I/We further acknowledge and understand that in the event that I/we or any Resident residing in the Unit contravenes the provisions of the Declaration, By-Laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Condominium Act.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Signature



**SCHEDULE 2**

**LIST OF AGREEMENTS, FORMS AND WAIVERS**

**USED TO IMPLEMENT THE CONDOMINIUM RULES**

**Toronto Standard Condominium Corporation No. 1839**  
**St. Andrew on the Green**  
9, Burnhamthorpe Crescent, Etobicoke, Ontario, M9A 0A6

**Agreements**

Elevator Reservation - See Rules Section 11

Multi-Purpose Room Rental - See Rules Section 14

Guest Suite Rental - See Rules Section 15

**Information Forms**

Owner/Resident/Tenant - See Rules Sections 3, 9, 10

Persons Requiring Special Assistance - See Rules Section 4

Resident Absence - See Rules Section 1

**Waiver Forms**

Parcel Delivery Release

Suite Key Release - See Rules Section 3

**Request Forms**

Residential Open House/Private Sale - See Rules Sections 3, 6

Suite Entry Key/Lock Replacement



**INDEX OF OVERVIEW AND SAMPLE AGREEMENTS, FORMS AND WAIVERS  
USED TO IMPLEMENT THE CONDOMINIUM RULES**

2	Overview Description
4	Elevator Reservation
6	Multi-Purpose Room Rental
13	Guest Suite Rental
16	Owner/Resident/Tenant
17	Persons Requiring Special Assistance
18	Resident Absence
19	Parcel Delivery Release
20	Suite Key Release
21	Residential Open House/Private Sale
22	Suite Entry Key/Lock Replacement
23	Parcel for Pick-up Notice:
23	Suite Access Notice:
23	Parking Permit:
24	Building Master Key Use and Custody Process:

**Notice:** All Agreements, Forms and Waivers have been reviewed and approved by the Board of Directors. Amendments may be made from time to time as improvements or the need for clarification is identified. Suggestions for changes should be made directly to the Board of Directors in writing for their review and consideration. The Board envisages a biannual review process and does not expect to address all suggestions immediately.

## Overview description

The following is an overview of each of the Condominium Agreements, Information Forms, Waivers, etc. in use at St. Andrew on the Green. The material below includes Sample Forms for your reference. However, specific documents and associated Fees may change from time to time and you should contact Property Management through the Condominium Concierge to obtain current documents and Fees. Signed Agreements, Information Forms etc. should be provided to Property Management through the Condominium Concierge at any time.

## Agreements

### **Elevator Reservation Agreement:**

Please see Page # 4

This Agreement should be used by Residents (and new Owners) moving:

- i. Into or out of the Condominium,
  - ii. And the delivery of large items and renovation material, and/or
  - iii. Large or multiple items within the building, e.g. to and from a Storage Locker.
- Such moves and deliveries require the use of the Service Elevator and the installation of safety, protection padding to the elevator walls. A security deposit is required.

### **Multi-Purpose Room Rental Agreement:**

Please see Page # 6

This Agreement should be used by Residents and non-resident Owners to book the Multi-Purpose Room for private functions, usually for up to 40 persons. A security deposit is required together with a usage/rental fee, and an optional fee for use of supplied crockery and cutlery.

### **Guest Suite Rental Agreement:**

Please see Page # 13

This Agreement should be used by Residents and non-resident Owners to book one or both of the Guest Suites for up to 7 nights. Extensions may be approved by the Property Manager with explanation. A security deposit is required together with a usage/rental fee.

## Information Forms

### **Owner/Resident/Tenant Information Form:**

Please see Page # 16

This Form should be completed by all new Owners, Residents and Tenants before they move into their residential Suite, and it is also important that the information is kept current. The Form should list the names of all registered Owners of the residential Suite, all registered Tenants and additionally all Residents. Additionally, the licence number of vehicles using underground parking and certain other required information should be provided. A new (revised) Form should be provided as changes occur.

### **Persons Requiring Special Assistance Information Form:**

Please see Page # 17

This Information Form should only be completed to notify Property Management and the Fire Department of persons requiring special assistance in the event of an emergency in the building. The information is retained in the Building Fire Plan for reference in the event of an emergency. A new (revised) Form should be provided as changes occur.

### **Resident Absence Information Form: Optional**

Please see Page # 18

The use of this Information Form is entirely **optional** and may be used by Residents when they are away from their Suite. **Particularly important** is that the Form provides for the notification of any temporary residents who may be using your Suite and/or parking space, collecting parcels and packages for you, and who may want access to the amenities, e.g. Exercise Room and Swimming Pool.

## Waiver Forms

### **Parcel Delivery Release Waiver Form: Optional**

Please see Page # 19

The use of this Waiver Form is **optional** and may be used by Residents to permit Condominium Concierge to accept the delivery of parcels, courier envelopes, etc. for them. The signed Waiver will cover all registered Residents in the residential Suite. The purpose of the Waiver is to protect the Condominium Corporation and its Agents from any claims of loss or damage.

### **Suite Key Release Waiver Form: Optional**

Please see Page # 20

This Waiver Form is **optional** and may be used by Residents to permit Condominium Concierge to release a residential Suite Key provided to them by the Resident to persons listed on the Form, upon identifying the requestor. The purpose of the Waiver is to protect the Condominium Corporation and its Agents from any claims of loss or damage as a result of any request.

## Request Forms

### **Residential Open House/Private Sale Request Form:**

Please see Page # 21

This Request Form should be used by Residents, non-resident Owners and their Agents who plan to hold an event in a residential suite that is open to the general public. Requests for Real Estate Open Houses, estate sales and personal property sales, etc. need to be scheduled to ensure that the public entering our Condominium are managed, and do not cause unnecessary disruption. Requests will be on a first come, first served basis. Events that overlap may not be permitted and, the role of Property Management does not include negotiating any rescheduling.

### **Suite Entry Key/Lock Replacement Request Form:**

Please see Page # 22

This Request Form is only for use by residential suite Owners who want to order additional Suite keys, or to replace the lock and keys. Tenants may not make these orders. The completed Request Form is verified by Property Management who will confirm to City Wide Locksmiths that the requestor is the registered Owner.

## Notification Forms

### **Parcel for Pick-up Notice:**

Please see Page # 23

This slip is completed by Concierge as notification that they have accepted delivery of a parcel, package, courier envelope, etc. on behalf of a Resident where a Waiver Form is in place. The Notification is placed in the Residents Mail Box at the end of each business day if the delivery has not already been collected from Concierge. Concierge will also leave a voice message of the parcel receipt.

### **Suite Access Notice:**

Please see Page # 23

This slip is completed by the supervising Concierge Security Officer upon access to a residential Suite when the Resident is not present. The reason would usually be to perform preventative maintenance or testing or, in a potential emergency, e.g. flooding.

### **Parking Permit:**

Please see Page # 23

This slip is issued when a Resident has a guest that requires overnight use in Visitor Parking. The Resident or their guest may request the Parking Permit, which when issued should be clearly displayed on the vehicle or motor-cycle.

## Processes

### **Building Master Key Use and Custody Process:**

Please see Page # 24

This Process is authorized for use by Property Management and Condominium Concierge to control the custody and usage of the building Master Key. It recognizes that the Master Key will only be used in specific circumstances, e.g. emergencies, planned residential suite maintenance.

# AGREEMENTS

ST. ANDREW  
ON THE GREEN

