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KING WEST VILLAGE NORTH  
CONDOMINIUM RULES

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# RULES

The following Rules are made pursuant to the Condominium Act, R.S.O. 1990, c.C. 26 shall be observed by all owners (collectively, the "Owners" and any other person(s) occupying the Unit with the Owner's approval, including, without limitation, members of the Owner's family, his tenants, guests and invitees.

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

## 1. GENERAL

- (a) Use of the common elements and units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners and occupants, their families, guests, visitors, servants or agents.
- (c) Any losses, cost or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any owner or occupant, his family, guests, visitors, servants or agents shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.
- (d) No animal, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any Unit. No breeding of animals for sale shall be carried on, in or around any Unit.

## 2. QUIET ENJOYMENT

- (a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners or their respective families, guest, visitors, services and person having business with them.
- (b) No noise shall be permitted to be transmitted from one unit to another. If the Board determines that any noise is being transmitted to another unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitor's fees).
- (c) No auction sales, private showing or public events shall be allowed in any unit or the common elements.

2. QUIET ENJOYMENT continued

- (d) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the common elements over which the owner has exclusive use.
- (e) Firecrackers or other fireworks are not permitted in any unit or on the common elements.
- (f) Any repairs to the units or common elements shall be made only during reasonable hours.
- (g) No noise, caused by any instrument or any device, or otherwise, which in the opinion of the Board or the Manager disturbs the comfort of the other owners, shall be permitted.

3. SECURITY

- (a) No duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.
- (b) No owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the manager.
- (c) Owners shall supply to the Board the names of all residents and tenants of all dwelling units and the license number of all motor vehicles that are parked in parking units.
- (d) Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff.

4. SAFETY

- (a) No storage of any combustible or offensive goods, provisions or materials shall be kept in any of the units or Common Elements.
- (b) No propane or natural gas tank shall be kept in any of the residential portion of the unit.
- (c) Owners and occupants shall not overload existing electrical circuits.
- (d) Water shall not be left running unless in actual use. Turn off washing machine valves after each use.
- (e) Nothing shall be thrown out of the windows or the doors of the buildings nor from any balcony, terrace or roof.
- (f) Nothing shall be placed on the outside of window sills, projections or balcony railings.

4. SAFETY continued

- (g) No owner or occupant shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building, or on property kept therein, or obstruct or interfere with the rights of other owners, 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 Board of Health or with any statute or municipal by-law.

5. COMMON ELEMENTS

- (a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property including grass, trees, shrubs, hedges, flowers and flower beds.
- (b) No building, structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements including exclusive use common elements.
- (c) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever.
- (d) No furnishings or equipment shall be removed from the common elements by or on behalf of any owner or occupant of a unit.
- (e) No antenna, aerial, tower, satellite dish or similar structure and appurtenances thereto shall be erected on or fastened to any unit, or any portion of the common elements, except by the Corporation in connection with a common television cable system.
- (f) No painting by unit Owners shall be done to the exterior of the buildings, railings, doors, windows or any other part of the common elements.
- (g) The sidewalks, entries, passageways, hallways, stairwells, 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 the buildings, a unit or some other part of the common elements.
- (h) Nothing shall be placed, located, kept, installed or maintained on the common elements. Any goods or chattels placed, left or stored on the common elements in contravention of these Rules may be removed and stored by the Corporation or placed in warehouse storage with a company authorized to hold chattels in storage, all at the expense of the owner or occupant.
- (i) Any physical damage to the common elements caused by an owner or occupant, his family, guests, visitors, servants or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such owner or occupant.
- (j) 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 his pet as aforesaid, the pet shall be deemed to be a nuisance and the owner of said pet shall, within two (2) weeks of receipt of written notice from the Board or the Manager requesting removal of such pet, permanently remove such pet from the property.
- (k) No awning, foil paper or shades shall be erected over, on or outside of the windows or patios, balconies or terraces without the prior written consent of the Board.

## 6. RESIDENTIAL UNITS

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. The cost of repairing damage 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) No owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his unit without the prior consent of the Board.
- (c) The owner or occupant of each dwelling unit shall install a backing material of a white or off-white colour on each curtain, drapery, vertical blind, wooden shutter or other window covering that is not white or off-white and which may be visible from outside the unit through a door or window of the unit.
- (d) Units shall be used for residential purposes only. No immoral, improper, offensive or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies shall be strictly observed.
- (e) No major electrical appliances, except a stove, refrigerator, washing machine, clothes dryer, dishwasher, other common household electrical appliances, and any appliances originally provided by the Declarant, shall be installed or used in any unit without the consent of the Board and until the owner of the unit has entered into a satisfactory agreement with the Corporation with respect to the payment of the costs for the electricity for the operation of such additional appliance. In the event that anyone shall install or use any such appliance or shall permit the use of any such appliance without first entering into such an agreement, the Corporation shall have the right to assess the owner of such unit an amount estimated to cover the cost of electrical consumption for such appliance and any amount may be recovered by the Corporation in the same manner as common expenses and, notwithstanding such payments, the Board shall be entitled to demand the removal of such appliance forthwith.
- (f) No Owner shall overload existing electrical circuits in his unit and shall not alter in any way the amperage of the existing circuit breakers in his unit.
- (g) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his 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 cooperate with the Manager to provide access to each unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the buildings.
- (h) Not less than 65% of the floor area of each of the living room, dining room, den, solarium, hallways and vestibules must be carpeted and under padded at the owner's expense and the bedroom floor areas must be fully carpeted at the owner's expense at all times. Save and except for bathrooms, foyers, kitchen, storage and laundry room areas, any floor areas not covered by carpets shall be covered by the owner at his expense by a noise reduction system approved by the Board.

6. RESIDENTIAL UNITS continued

- (j) Residents shall attempt to conserve electrical energy when feasible in order to reduce common expenses. When practicable, residents are encouraged to use heavy load appliances such as washers, dishwashers, air conditioners and cooling appliances during off-peak hours to reduce peak-load electricity charges. Residents are encouraged to turn off lights and appliances not in use, to minimize consumption of heat water, to keep windows closed in winter, to minimize air conditioner use and settings and to turn down thermostats when going to sleep or when the suite is vacated.
- (j) Owners shall repair and maintain the heating, ventilating and air conditioning units (the "HVAC Units") serving the dwelling units. The Corporation may make provision for (1) the oiling and vacuuming of the HVAC Units once in each calendar year and (2) the changing of the filters in the HVAC Units twice in each calendar year.
- (k) As a fire prevention measure, each owner and resident shall remove the lint and other debris accumulating in the front and rear lint traps in any laundry drying machine on a regular basis, including dismantling and cleaning of the rear laundry dryer duct at least every two years, whether personally or by contracting an appliance repairman to do so, failing which the Corporation shall be entitled to hire an appliance repairman to do so at the cost of the owner, which cost shall be added to the common expenses applicable to the owner's unit and may be collected in accordance with the lien provisions set out in the Condominium Act.
- (l) Owners and residents shall repair and replace any dripping taps with the appropriate washers and replacement components to avoid unnecessary consumption of water. When replacing washers or other components, the appropriate shut off valve must first be turned off.

7. BALCONIES AND EXCLUSIVE USE AREAS

- (a) No hanging or drying of clothes is allowed on any balcony or exclusive use area.
- (b) Balconies and exclusive use areas shall not be used for the storage of any goods or materials.
- (c) Only seasonal furniture is allowed on balconies and exclusive use areas. All such items shall be safely secured in order to prevent such items from being blown off the balcony or exclusive use areas by high winds.
- (d) No owner, occupant or tenant shall do or permit anything to be done on a balcony or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other owners, occupants or tenants.
- (e) No awnings or shades shall be erected over or outside of balconies and exclusive use areas without the prior consent of the Board. The Board shall have the right to prescribe the shape, colour and material of such awnings or shades to be erected.
- (f) Owners of those residential units who have the exclusive use of a terrace may make such non extensive and non structural alterations and addition to the terrace as the Board may from time to time permit. Except as aforesaid, owners are not permitted to make any change to the balconies and terraces except with the prior written consent of the Board and in accordance with the Declaration and By Laws of the Corporation.

7. BALCONIES AND EXCLUSIVE USE AREAS continued

- (g) Without limiting the generality of sub-paragraph (f) above the Board may restrict or limit any installation on or improvement to any balcony or terrace where necessary in its discretion, to preserve or protect the structural integrity of the concrete slab and membranes immediately beneath same.

8. MOTOR VEHICLES, PARKING AND PARKING UNITS

For the purpose of these Rules, "motor vehicle" means a private passenger automobile, station wagon, compact van or motorcycle as customarily understood. No motor vehicle parked upon any common elements shall exceed a height of 1.85 metres.

- (a) No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (b) No repairs, lubrication or oil change shall be made to any motor vehicle on any part of the common elements or on any parking unit.
- (c) No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.
- (d) No motor vehicle shall be driven on any part of common elements at a speed in excess of the posted speed. Except where otherwise posted, the fixed speed limit for motor vehicles or bicycles on the common elements shall be ten (10) kilometres per hour.
- (e) No owner or occupant shall park a motor vehicle on any part of the common elements or on any parking unit other than his own.
- (f) No motor vehicle shall be parked on any part of the common elements that is driveway, fire zone or delivery and garbage pick-up areas.
- (g) No motor vehicle having a propane or natural gas propulsion system shall be parked on any unit.
- (h) Owners or occupants of each parking unit shall maintain such unit in a clean and slightly condition and shall be responsible for the repair of any damage caused by the owner or occupant to those portions of the unit consisting of the traffic topping.
- (i) All motor vehicles operated by Owners must be registered with the Manager. Each Owner shall provide to the Manager the licence numbers of all motor vehicles driven by residents of that unit.
- (j) 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 road and in such manner as not to obstruct traffic. No mopeds and bicycles are permitted to be operated on sidewalks.
- (k) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without proper operating licence.

8. MOTOR VEHICLES, PARKING AND PARKING UNITS continued

- (1) No person shall park or use a motor vehicle in contravention of these Rules; otherwise such person shall be liable to be fined or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for the damage, costs or expenses whatsoever caused to such motor vehicle or to the Owner thereof.

9. GARBAGE DISPOSAL

- (a) Loose garbage is not to be left outside the unit. All garbage must first be properly bound, packaged or bagged to prevent mess, odours and disintegration and placed in the area designated by the Board of Directors or Property Management on garbage pickup days.
- (b) Newspapers and magazines shall be securely bound and deposited in the Designated Recycling Area.
- (c) Bottles shall be deposited in the Designated Recycling Area.
- (d) Cartons and large objects shall be stored in such area designated by the Board. The manager or such designated person must be called to arrange for the immediate disposal of such items. Such items shall not be left outside the unit or on any exclusive use common elements.

10. TENANCY OCCUPATION

- (a) No unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule 3 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule 4 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself.
- (b) In the event that the owner fails to provide the foregoing documentation in compliance with paragraph 1 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 to be a trespasser and entry to or upon the common elements may be expressly denied 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 his unit (or within seven (7) days of being advised that his tenant has vacated or abandoned the unit, as the case may be), the owner shall notify the Corporation in writing that the unit is no longer rented.
- (d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation.
- (e) No lease shall be for a period of less than one (1) year without the approval of the Board.
- (f) No owner shall allow his tenant to sublet his unit to another tenant.
- (g) All owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefor.



10. TENANCY OCCUPATION continued

- (h) During the period of occupancy by the tenant, the owner shall have no right of use of any part of the common areas, including recreational facilities.
- (i) The owner shall supply to the Board, his current address and telephone number during the period of occupancy by the tenant.

11. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL

"No Contractor, trade 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' common element area) that may or will affect the common elements or common building services 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 and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction; and the owner of the unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and where the unit owner has entered into a written undertaking (see Schedule 5), to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the unit owner's contractor, trade or service personnel including any resulting damage to the common elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the unit owner in the same manner as common expenses".

Schedule I  
Tenant Information Form

\_\_\_\_\_ Toronto Condominium Corporation No. \_\_\_\_\_

Unit \_\_\_\_\_ Level \_\_\_\_\_  
Parking Unit \_\_\_\_\_ Level \_\_\_\_\_ (if applicable)  
Storage Unit \_\_\_\_\_ Level \_\_\_\_\_ (if applicable)

Municipal Address: Suite \_\_\_\_\_  
Landlord's Name: \_\_\_\_\_  
Landlord's Permanent Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Term of the Lease: \_\_\_\_\_ years  
Commencement Date: \_\_\_\_\_

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

Tenant's Full Name: \_\_\_\_\_  
Social Insurance Number: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_  
Vehicle Plate Number: \_\_\_\_\_  
Number of Occupants: Adults \_\_\_\_\_ Children \_\_\_\_\_ Total \_\_\_\_\_

Adults' Full Names: \_\_\_\_\_

Children's Full Names: \_\_\_\_\_ Age \_\_\_\_\_  
\_\_\_\_\_ Age \_\_\_\_\_

Tenants' Present Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Employer: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Business Telephone Number: \_\_\_\_\_

Name & address of nearest Relative \_\_\_\_\_  
Telephone: \_\_\_\_\_

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

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

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

Schedule 2  
Tenant's Undertaking And Acknowledgment

I/We \_\_\_\_\_ the undersigned, as tenant(s) of Suite No \_\_\_\_\_, Unit \_\_\_\_\_, Level \_\_\_\_\_, according to Condominium Plan No. \_\_\_\_\_ (the "Suite"), do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said unit that I/we shall comply with the provisions of the Condominium Act, R.S.O. 1990, c.26, as amended and all subsequent amendments thereto, and also the Declaration, By-laws and Rules of the said Metropolitan Toronto Condominium Corporation No. \_\_\_\_\_ (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 Suite with the persons named above as our principal residence for the stated term of the Lease accompanying this Information Form and for no other purpose and I/We further acknowledge and agree that only those persons named herein will be entitled to reside in the Suite, 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:

- (i) a one-bedroom unit is restricted to a maximum of two (2) persons.
- (ii) a two-bedroom unit is restricted to a maximum of three (3) persons.
- (iii) a three-bedroom unit is restricted to a maximum of four (4) persons.

Notwithstanding the foregoing, if I am/We are leasing a condominium unit in a floor plan containing a den which I/we intend to use as an additional bedroom, the above limits may be increased by the addition of one (1) person.

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Suite 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 \_\_\_\_\_, 19 \_\_\_\_\_.

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

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

**SCHEDULE 3**  
**OWNERS INDEMNIFICATION AND DEPOSIT**

(Request for Supervision of work affecting the  
Common Elements or Common Building Services)

I/We \_\_\_\_\_ Owner of Suite \_\_\_\_\_

of \_\_\_\_\_ Condominium Corporation No. \_\_\_\_\_

hereby request permission to perform any work or services to our unit as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which will affect the Common Elements or Common Building Services. This work or service(s) will be done on \_\_\_\_\_

and will require the Corporation's approved contractor, trade or service personnel to supervise. I/We hereby indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from carrying out of the work by my contractor, trade or service personnel including any resulting damage to the Common Elements or to Common Building Services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from me as the Unit Owner in the same manner as common expenses.

I/We hereby enclose a deposit of \$ \_\_\_\_\_ to cover the Corporation's initial costs of supervision (to be adjusted upon completion of this work).

\_\_\_\_\_  
Print Owner's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Suite No.