

**The Hemispheres II of  
Forest Hills M.T.C.C. 584**

**NOTICE OF AMENDED RULES**

**PURSUANT TO SECTION 58 OF THE CONDOMINIUM ACT**

Dear Owners and Residents,

The Rules issued July 30, 2008 and September 25, 2017 have been amended. All the Rules, except those related to smoking and growing cannabis plants, have been revised and were approved by the Board of Directors on March 28, 2019.

The amended rules for The Hemispheres II, and this letter shall therefore; serve as Notice of the Rules. The Condominium Act (Section 58 of the Condominium Act, S.O. 1998, c.19 and S.O. 2000, c.26) and any successor regulations and legislation which provides that the Board may make Rules respecting the use and enjoyment of the common elements and of units, and to promote the safety, security and welfare of the residents and of the property.

The Rules will become effective thirty (30) days after notice of the Rules has been given to each Owner (which is hereby given with the delivery of this document) unless the Board of Directors receives a requisition in writing, made and signed by the owners who own at least fifteen percent (15%) of the units requiring a meeting of owners to consider the Rules (Sections 46 & 47 of the Condominium Act). In that case the new Rules become effective only upon the approval of a majority of the Owners at that meeting.

The Rules are intended to provide the basis for making The Hemispheres II a pleasant, safe and enjoyable condominium in which we can all take pride. Keep these Rules in a convenient location for future reference.

Board of Directors  
M.T.C.C #584  
March 29, 2019

# **The Hemispheres II of Forest Hills M.T.C.C. 584**

## **METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 584**

(The “Corporation”)

### **RULES AND REGULATIONS (“RULES”)**

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## INTRODUCTION

The following rules ("**Rules**") made pursuant to the *Condominium Act, 1998*, S.O. 1998, c. 19, and the regulations made thereunder, as amended, shall be observed by all present and future Owners and any other persons occupying the unit, including, without limitation, family members, household members, Residents, tenants, and by all guests, invitees, licensees and employees.

### 1. DEFINITIONS AND INTERPRETATION

- a) "**Act**" means the *Condominium Act, 1998*, S.O. 1998, c.19 and all regulations thereunder and any amendments to said Act and regulations and any successor legislation;
- b) "**Board of Directors**" or "**Board**" means the board of directors of the Corporation;
- c) "**Owner**" means "owner" as defined in the Act;
- d) "**Property Manager**" or "**Property Management**" or "**Manager**" or "**Management**" means the individual or company appointed by the Corporation to manage the property and assets of the Corporation, or any agent or employee thereof;
- f) "**Resident**" means anyone who is a resident in any residential unit in the Corporation, for any length of time, and includes, but is not limited to, an Owner residing in a unit, temporary guests or anyone who is permitted to reside in a residential unit for any period of time by the Owner or tenant of the unit;

Unless otherwise specified, the terms used herein shall have ascribed the definitions contained in the Act.

These Rules shall be read with all changes in gender and number required by the context. The headings in these Rules form no part of the Rules and have been inserted for convenience of reference only.

### 2. GENERAL

- a) Use of the common elements and units shall be subject to these Rules and any additional rules which the Board may make from time to time to promote the safety, security and welfare of the Owners, and of the property and assets of the Corporation or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements, units and assets of the Corporation.
- b) Each Owner and Resident of the Corporation shall be responsible for the acts and/or omissions of their respective family members, tenants, guests, invitees, licensees, customers, employees and real estate agents and contractors.
- c) Any losses, costs or damages incurred by the Corporation (including, without limitation, legal costs) by reason of a breach of the Act, or the Declaration, By-laws and Rules or by reason of any litigation against the Corporation without obtaining a judgment against the corporation, by

any Owner and/or Resident, or by the respective family members, tenants, guests, invitees, employees or agents of the Owner and/or Resident or any of the foregoing shall be borne and paid for by such Owner of the unit and shall be deemed to be additional contributions towards the common expenses payable by such Owner and shall be recoverable as such.

- d) No one shall do or permit anything to be done in a unit, or bring or keep anything therein which will in any way increase the risk of fire or the insurance premiums on the building, or on property kept therein, and no one shall do or permit anything to be done in a unit or obstruct or interfere with the rights of other Owners and/or Residents, or in any way injure or annoy them, or conflict with the regulations of the applicable municipal fire department, or with any insurance policy carried by the Corporation or conflict with any of the rules and ordinances of the applicable local board of health, or with any municipal by-law or any provincial or federal statute or regulation.
- e) No one shall injure, harass, threaten, annoy, or initiate any defamatory, threatening, hateful or discriminatory statement or action, or participate in any illegal activity or harmful conduct toward any Owner, Resident, Board member, Manager, employee of the Corporation, or contractor retained by the Corporation. Harassment consists of any verbal or written statement, action, or behaviour which is intimidating, threatening, violent or which causes physical or psychological harm, fear, humiliation or embarrassment, objectively determined on a reasonable basis, including any statement, action or behaviour which a person knows or reasonably ought to know would be unwelcomed and offensive, including, without limitation, any verbal abuse, insulting comment, joke, gesture, conduct or touching or which would constitute workplace harassment or sexual harassment as set out in the *Human Rights Act*.
- f) All Owners and Residents shall comply with the Workplace Violence, Harassment and discrimination policy, which may be amended or modified from time to time by the Board of Directors.
- g) No one shall use, store, or permit the prolonged storage of garbage or degradable matter, an accumulation of excessive paper or any item in any unit or on the common elements which may, in the sole and absolute discretion of the Board, overload the structure or constitute a fire, health or safety hazard (the "**Hazard**"). If an Owner and/or Resident creates a Hazard and does not rectify and/or remedy the Hazard to a standard that is approved by the Board within a reasonable time, then the Corporation shall be permitted to enter the unit and/or exclusive use common elements appurtenant to the unit upon reasonable notice (or forthwith, in the case of an emergency) and rectify and/or remedy the Hazard. In such event, the Owner shall reimburse the Corporation in full for the costs of rectifying and/or remedying the Hazard including, but not limited to, any clean-up costs and legal costs and same shall be recovered by the Corporation in the same manner as common expenses, or in any other lawful manner.

- h) No one shall interfere with, hinder or impede the Board or the Manager from carrying out the Corporation's duties and obligations under the Act, the Declaration or By-laws of the Corporation, or any agreement to which the Corporation is a party.
- i) Owners shall supply to the Management office the names, telephone numbers and email addresses of all Residents and tenants residing in the unit. Each owner agrees to complete an updated resident information form once annually and return it to the management office.
- j) Owners are reminded that condominium fees are due on the first of each month. There are two methods of payment: automatic pre-authorized payment or monthly payment by cheque. If the cheque is not received by the Property Manager by 5 p.m. on the first day of the month, a late administration fee of \$25 will apply.

### **3. QUIET ENJOYMENT**

- a) No one shall create or permit the creation or continuation of any noise, odour or other nuisance which, in the opinion of the Board or the Manager, does or may disturb, annoy or interfere with the comfort or quiet enjoyment of the units or common elements by other Owners and/or Residents. The Owner and/or Resident of a unit that creates any of these problems shall at his/her expense take such steps as shall be necessary to abate such noise or odour to the satisfaction of the Board. If the Owner and/or Resident of such unit fails to abate the noise or odour, the Board may take such steps as it deems necessary to abate the noise or odour and the Owner shall be liable to the Corporation for all expenses incurred in abating the noise or odour (including legal fees).
- b) Loud music or noise after 11 p.m. should be reported to security at 416-665-3679.
- c) No solicitation, canvassing or delivery of flyers is allowed in the building except for a) for the distribution of election materials by candidates and their authorized representatives for election to the House of Commons, legislative assembly or an office in municipal government or school board or b) for the purpose of gaining support for a requisition meeting of the Owners or c) for obtaining proxies from Owners to vote at the Annual General Meeting of the Corporation.
- d) Any repairs and/or renovations to units which creates noise by hammering, drilling, etc., are permitted only during the hours of 9:00 a.m. to 5:00 p.m. Monday to Friday (excluding statutory holidays), except in the event of an emergency, in which case the Owner or Resident must notify Management as soon as practical in the circumstances.

### **4. UNITS AND COMMON ELEMENTS**

- a) Each unit shall be occupied for such purposes as provided in the Corporation's Declaration, these Rules, and in accordance with all federal and provincial laws and regulations, municipal by-laws and ordinances, and all rules, regulations, and codes of all quasi-governmental authorities having jurisdiction. No commercial use shall be permitted in or with respect to any residential unit,

including, without limitation, the carrying on of a business or the operation of a business or professional office.

- b) Each residential unit shall be occupied and used only as a private single family residence.
- c) No hotel, boarding or lodging house, transient use, time-sharing or dormitory use, and/or no short- term rental under 12 months shall be permitted with respect to any unit.
- d) The filming of any movie for commercial purposes in any unit or on the common elements is prohibited except when authorized by written consent of the Board.
- e) No one shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her unit or adjacent common elements. Owners and/or Residents shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and shall fully cooperate with the Manager to provide access to each unit for the purpose of inspecting the unit to ascertain the presence of any pests, insects or vermin and conducting a spraying program or any other program to eliminate any incident of pests, insects, vermin or rodents within the building. Residents shall prepare the unit in accordance with instructions provided by Management to facilitate the pest elimination in the unit.
- f) All shades or other window coverings **shall be white or off-white on the outside and all draperies shall be lined in white or off-white** to present a uniform appearance to the exterior of the building. The Manager will remind Residents who do not comply with this rule to change their window coverings. No items stored against the windows may be seen from the outside.
- g) No outside painting shall be done other than by the Corporation to the exterior of the building, the exterior of hallway doors of units, or any windows, unless otherwise permitted in the Declaration.
- h) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements whatsoever without the prior written consent of the Board or Manager, unless otherwise permitted in the Declaration.
- i) No assets or equipment of the Corporation shall be moved or removed from the common elements by or on behalf of an Owner.
- j) No television antenna, aerial, satellite dish, tower or similar structure and similar appurtenances thereto shall be erected on or fastened to any unit or any other part of the common elements except when authorized by written consent of the Board.

- k) No articles, fixtures or doormats shall be placed at individual doorways leading into any unit. No one shall obstruct or permit the obstruction of any entry, passageway, hallway, walkway or stairwell which is part of the common elements and any such entry, passageway, hallway or stairwell shall be used only as a means of ingress or egress to and from the building and the unit or some other part of the common elements. No one shall place or leave, or permit to be placed or left, anything in the corridors or in the stairwells.
- l) No major electrical appliances, except a stove, refrigerator, washing machine, clothes dryer, dishwasher and other common household electrical appliances shall be installed or used in any residential unit without the prior written consent of the Board. No personal sauna may be constructed or installed in a residential unit.
- m) No garburators or any in-suite garbage disposal equipment or system shall be installed in any unit.
- n) No new decorations, door knockers or any other items are permitted to be affixed, placed or hanged on any unit door or door frame without Board or Management approval. Any items already in place may remain on the door or door frame. No stickers or notes are to be affixed to the exterior of the hallway doors unless required by the Ontario Fire Code.
- o) No one shall install anything on the interior of the unit doors which may hamper the Corporation in the maintenance or repair of the common elements.
- p) No one shall install anything on the walls of a unit that may encroach on the common elements, without the prior approval of the Board.
- q) No one shall harm, mutilate, destroy, alter or litter any of the common elements of the Corporation, including, but not limited to, grass, trees, shrubs, hedges, and flowers and landscaping on the property, nor plant new plants, shrubs or trees on the common elements, without the prior consent of the Board.
- r) The Owner of a unit shall be responsible for any costs incurred to repair damage to the unit or the common elements that may have been caused by the Owner or the Resident of the Owner's unit, or any person, thing or animal for whom or for which the Owner and/or Resident is responsible, howsoever caused.
- s) All persons shall wear proper attire (shoes or sandals, shirts and bathing suit covers) when using the common hallways, stairwells, entrances or elevators.

- t) Cigarette butts are not to be discarded anywhere on the common elements, except in outdoor ashtrays in areas designated by the Board.
- u) No auction sales or events to which the general public is invited shall be allowed in any residential unit or on the common elements without the consent of the Board.
- v) Live Christmas trees are prohibited; only artificial Christmas trees are permitted within any residential unit.
- w) Firecrackers or other fireworks are not permitted in any unit or on the common elements.
- x) No building, structure or tent shall be erected, placed, located, kept or maintained on the common elements by an Owner or Resident. No trailer, either with or without living, sleeping or eating accommodations, shall be placed, located, kept or maintained on the common elements.
- y) Children are not permitted to play in the corridors, stairwells, elevators or parking garage at any time.
- z) No one is permitted to use hover boards, skateboards, roller blades, roller skates, scooters, or bicycles to ride in corridors or on the driveway, parking area, walkways, or landscaped areas of 131 Torresdale Ave.
- aa) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window or door.
- bb) No one shall use the lobby and/or common areas for any purpose which may interfere with the use and enjoyment of the property by Owners and/or Residents, including, but not limited to, canvassing, loitering, lounging or entertaining.
- cc) No one shall conduct business on the common elements, including the recreational facilities.
- dd) Owners must inform Management when they plan to sell their unit. Viewing of units can take place only by an appointment. Prospective purchasers of a unit must be accompanied by a real estate agent at all times.

## 5. NO SMOKING IN THE BUILDING

**Smoking prohibition:** Due to the irritation and known health risks of exposure to second-hand tobacco and marijuana or cannabis smoke, the increased risk of fire and the increased maintenance



and cleaning costs, all forms of smoking are prohibited in the residential units or common areas of the building of M.T.C.C. #584. See the details of the rule that was passed by the Board on June 11, 2018. This rule is not being amended.

## **6. NO CULTIVATION OF CANNABIS PLANTS**

**Prohibition of cultivation of marijuana plants:** Due to the fact that growing of marijuana plants increase the cost of utilities, the risk of fire, the insurance premiums on any policies held by the condominium, and it interferes with other Owners' enjoyment of their units, the cultivation of marijuana plants is prohibited on the condominium property of M.T.C.C. #584. See the details of the rule that was passed by the Board on June 11, 2018. This rule is not being amended.

## **7. SECURITY STAFF**

- a) The security staff contracted by the Corporation will be instructed not to allow visitors, workers/trades or delivery personnel entry into the building unless such entry is authorized by the appropriate Owner and/or Resident of a residential unit or by Management.
- b) The security staff is instructed to have any cars which are improperly parked on the property (including Owners' and Residents' vehicles) to be tagged and/or towed from the property.
- c) The security staff, Property Manager and superintendent are the only persons authorized to operate the security desk. A repairman or service technician is permitted to fix equipment at the security desk.
- d) The security staff is not permitted to allow entry to an Owner's residential unit at any time.
- e) The security staff and the Corporation are not responsible for any delivered goods or personal property that is left in the common areas.
- f) The security staff must be notified immediately of any serious malfunctions in the building's common areas or within the residential units. Between 5 p.m. and 9 p.m. call the Superintendent at 416-896-8013. During the night, call Security at 416-665-3679 so that proper entry and follow-up can be made in the logbook.
- g) Security should be called at night if hammering or drilling noise occurs. Security should also be informed if loud music can be heard after 11 p.m. Security contact phone number is 416-665-3679. If there is an emergency contact the superintendent or the management emergency line.

## 8. SECURITY AND ENTRY KEY FOBs

- a) All suspicious persons in the building or on the property, or incidents of unauthorized entry to the building or other suspicious activity, or any emergency concerning any elevator or any situation otherwise affecting the safety and security of the building and its Residents, must be reported immediately to security and/or on-site personnel. Call 416-665-3679.
- b) No one shall admit a stranger into the building, either by opening a door, or by pressing the release button using his/her telephone.
- c) No one shall change any lock or locks in a unit or the common elements or place any additional lock on any door in or to any residential unit or the common elements, without first obtaining the approval of the Board or Management and, if such approval is given, a copy of each new key must be delivered to the Property Manager.
- d) Prior to leaving a residential unit for any extended period of time, each Owner and/or Resident shall arrange to stop delivery of newspapers and any other deliveries and inform the Manager that the Owner and/or Resident is on vacation or away from the residential unit for an extended period of time by providing the Owner/Resident Absence Information Form. Newspapers and other items delivered to a residential unit and not picked up after a reasonable time may be removed by the Manager / Corporation staff.
- e) If guests are given permission to occupy a residential unit during an Owner's and/or Resident's absence, the Manager shall be notified in writing of the name of such guests, dates of occupancy and their automobile licence numbers. No guests will be admitted to the property or permitted to occupy any residential unit unless such information is so provided.
- f) The Board shall have the authority from time to time to restrict the number of building fobs to Owners and/or Residents and set policies (including fees) regarding replacement of such fobs from time to time. Each Owner and/or Resident shall abide by such policies, as set out by the Board or Manager from time to time.
- g) **Fob** quantities shall be subject to the following maximums, except with prior written consent of the Board or Management:
  - 1. Up to two (2) per adult Resident;
  - 2. Up to four (4) per unit for caregivers or children of adult Residents;
  - 3. Non-resident Owners who have leased their unit shall have their fob deactivated since amenities are strictly for Residents.

- h) **All fobs must be registered with Management.** Owners or Residents must inform the Manager which fobs have been given to a caregiver or a non-resident family member. Unregistered fobs will be deactivated.
- i) Building access doors shall not be left unlocked or wedged open for any reason.
- j) Owners and/or Residents shall promptly report to Management in the event that building fobs are lost, misplaced or stolen. The Owner and/or Resident shall thereafter be responsible for purchasing a replacement fob / garage remote.
- k) When a unit is sold or tenants change, the property manager shall deactivate all devices until the new Owners/Tenants register with the management office and complete all necessary documentation.
- l) The Corporation shall not provide any financial reimbursement for fobs at any time.
- m) Fobs / garage remotes may be purchased from the Property Manager at a cost determined by resolution of the Board, from time to time.

## 9. SAFETY

- a) No storage of any combustible or offensive goods, provisions or materials shall be kept in any unit or garage parking space or the common elements.
- b) No one shall overload existing electrical circuits in their units. No one shall alter in any way the amperage of the existing circuit breakers in any unit unless otherwise permitted in the Declaration. No one shall make any major plumbing, electrical, mechanical or structural installation or alteration without prior written consent of the Board unless otherwise permitted in the Declaration. Refer to rules under RENOVATIONS.
- c) No propane tanks or outdoor heaters shall be permitted in the units or the common elements, except as may be otherwise permitted by these rules or by the Board.
- d) Water shall not be left running unless in actual use.
- e) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall not be used for purposes other than those for which they are constructed, and no sweepings, garbage, kitty litter, rubbish, rags, oils/cooking oils or other substances shall be thrown therein. The cost of

repairing any damage (whether to the Owner's unit, the common elements or any other unit) resulting from misuse or from unusual or unreasonable use shall be borne by the Owner of the unit in which the plumbing system was misused or used unusually or unreasonably.

- f) Nothing shall be thrown out of windows or doors of the building.
- g) No one shall disconnect any fire alarm, smoke detector, carbon monoxide detector, annunciation speakers or automatic door closers in the building.
- h) Washing machines, dryers and dishwashers should not be run while no one is in the unit.
- i) Dryer lint traps in walls must be cleaned monthly to ensure there is no chance of a fire in the trap.
- j) Residents leaving the unit unoccupied for a period of more than four days (96 hours) must have an adult enter the unit daily to check for any water leaks or backup. Any water leaks or backup must be reported to the superintendent and/or Manager immediately.

#### **10. ELEVATORS, MOVING AND DELIVERIES**

- a) A security/damage deposit in such amounts as determined by the Board from time to time, payable to the Corporation by cheque shall be given to the Manager when making a reservation to use the service elevator. At present, all Owners and/or Residents must provide a \$500 deposit to Management prior to moving large pieces of furniture, equipment and/or any other items into or out of the building or from floor to floor by using the service elevator.
- b) The service elevator shall be used for the delivery of any goods, equipment, renovation materials or home furnishings where pads to protect the elevators should be installed if required by the Manager or superintendent in his/her sole and absolute discretion. The time and date for moving or delivery shall be fixed in advance by arrangement and reservation with the Manager or superintendent. The reservation shall be for a period not exceeding four (4) hours unless authorized by the superintendent or Manager. Elevator reservations are accepted on a "first come, first served" basis.
- c) Except with prior written authorization of the Board or Manager, moving and deliveries shall be permitted only between the hours of 9 a.m. and 5 p.m., Monday to Friday inclusive and shall not take place on public holidays.
- d) During the term of the reservation and while any exterior doors are in an open condition, the Owner and/or Resident reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- e) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation. All furniture and boxes shall be taken directly from the service elevator to the unit or from the unit to the service elevator. Nothing shall be placed or left in the hallway.

- f) It shall be the responsibility of the Owner and/or Resident reserving the service elevator to notify the Manager or superintendent and to request an inspection of the service elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the Owner and/or Resident 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 and/or Resident who reserved the service elevator and the Owner of the residential unit in which the Resident resides and may be recovered by the Corporation from the Owner of the unit in the same manner as common expenses. 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.
- g) Owners and/or Residents 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 unit or the delivery of goods, equipment and home furnishings or equipment and/or renovation materials into or out of the unit. The Corporation shall have the right to withhold all or part of the security/damage deposit as it deems necessary for payment of any damages sustained. If the cost of repairs is less than the amount of the security/damage deposit, the balance shall be returned to the Owner and/or Resident who paid the deposit. If the cost of repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of security/damage deposit shall be promptly paid upon receipt of an invoice therefor, failing which, the same may be recovered by the Corporation from the Owner of the unit in the same manner as common expenses.
- h) Boxes shall not be left in the moving room. They must be removed with the moving/delivery truck or broken down and disposed of in the recycle bin.
- i) Smaller items can be moved in and out of the building without reserving the elevator provided that they can be moved safely and without damaging any common elements or limiting other residents' access to the elevators.

## **11. RENOVATIONS / ALTERATIONS**

- a) No one shall carry out any change, addition, alteration or improvement (i.e. renovation) to the common elements or any structural change in a unit, including, without limiting the generality of the foregoing, to any boundary wall, load bearing wall, floor, door, window, toilet, bathtub, washbasin, sink, shower, heating, air-conditioning, plumbing, electrical, mechanical, structural or telecommunication installations, except in compliance with the Declaration and unless the Owner has received the prior written consent of the Board and entered into an Alteration Agreement, as

provided by the Board from time to time. Painting and decorating of the unit do not require the consent of the Board or Manager.

- b) Wood flooring and laminate with underlay must have a minimum STC (Sound Transmission Class) of 55 and all leveling products must be cement based.
- c) All contractors shall be licensed for their specific trades and have valid WSIB and insurance. All plumbing and electrical work in a unit must be carried out by a licensed tradesperson. Proof of a trade licence and liability insurance must be filed with management.
- d) No contractor, trade or service personnel shall enter the property to perform any work or service in or about any unit (including exclusive use common elements) that may or will affect the common elements in any way unless such persons are:
  - 1. employed directly by the Corporation; or
  - 2. employed by an Owner in circumstances where the intended performance of work and/or services has first been approved, in writing, by the Corporation, and the Owner and the Corporation have entered into an Alteration Agreement.
- e) No noise from renovations is permitted before 9:00 a.m. or after 5:00 p.m. Absolutely **no work** to be done on weekends or statutory holidays.
- f) Furthermore, if major renovation of a unit is planned, then;
  - 1. Contractors must be bonded, insured, and licensed. Permits must be obtained as required.
  - 2. An Owner who has hired a contractor or contractors for a major project must inform the Manager and complete a written form about the scope of the work that will be done, which contractor(s) will do the work, the start date of the work, and the approximate date of completion. If the Owner does not comply, the contractor will not be allowed to work.
  - 3. The Owner must inform the Property Manager and the superintendent when the service elevator will be needed. The owner will be informed by the Property Manager if the time and date is available because other owners may have already booked the service elevator for moving furniture or construction materials. All supplies and equipment must be delivered to the loading dock at the back of the building. Contractors are not permitted to bring construction materials into the underground garage and then into any elevator so that an Owner can avoid providing the Manager with a deposit. Contractors cannot work on weekends or statutory holidays; all work must be completed by 5:00 p.m.

4. The Owner needs to give the Property Manager a damage deposit determined by the Board from time to time to compensate for possible damage to any common elements. Any damage over the amount of the deposit is the responsibility of the Owner and will be billed and collected as maintenance fees.
5. The carpet running from the apartment being repaired up to the service elevator shall be covered/taped with heavy plastic sheeting. The plastic sheeting must be cleaned by the contractors on a daily basis to remove dust and dirt. No supplies or debris should be left in the hall at any time. All debris must be removed from the building by the contractor on a daily basis. Absolutely not construction debris to be disposed of on site; any offenders will be back charged for the removal of the debris and this cost is collectable as maintenance fees.
6. The management office shall have a record of all units under renovation at any given time. Property management shall ensure that contractors work within the time restrictions.
7. An emergency repair such as fixing a burst water pipe can occur at any time or day.

## 12. WASTE MANAGEMENT

- a) The garbage chute located on each floor is for the disposal of household garbage only. All garbage must be properly bound, packaged or bagged to reduce or eliminate mess, odours, and general untidiness. **All garbage** is then to be placed in the chute and **must be pushed down the chute**.
- b) The garbage chute shall not be used for any item exceeding twenty-five (25) pounds or any item likely to cause damage or blockage of the chute, such as appliances, lamps, dishes, blinds, boxes, potting soil or construction debris. Paper and containers should be recycled using the blue boxes provided on the main floor or on B1 and B2.
- c) All newspapers, magazines, bottles and containers must be brought to the recycling room and placed in the appropriate bins. All cardboard boxes shall be flattened and placed in the proper bins.
- d) No garbage is to be left on the floor of the garbage rooms or in areas not designated for waste disposal by the Board.
- e) Appliances, furniture, rugs or carpeting and all renovation or construction debris and materials shall not be placed down the garbage chute. All Owners must consult the Manager or the superintendent to reserve the elevator and obtain instructions for the removal of these items.

Renovation and construction debris must be hauled away from the property on a daily basis by the Owner or the Owner's contractor.

- f) No garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 8:00 a.m.
- g) No grease, peelings, coffee grounds, tea leaves or food scraps of any kind shall be placed down the kitchen sink. Hot soapy water shall be poured down the kitchen drains from time to time.
- h) Kitchen sink strainers shall be used in the sinks.

### 13. RENTAL AGREEMENTS / TENANCIES

- a) All rental agreements / tenancies for units shall be in writing.
- b) Where an Owner leases the unit in accordance with the provision of the Act, the Owner shall within 30 (thirty) days of entering into a lease (which term includes offer to lease) or a renewal thereof:
  - 1. notify the Corporation that the unit is leased;
  - 2. provide the Corporation with the Tenant's name and phone number, the Owner's address and phone number, and a copy of the lease or renewal or a summary of it in the form prescribed by the Regulations to the Act;
  - 3. provide the Tenant with a copy of the Declaration, By-laws and Rules of the Corporation.
- c) If the lease of a unit is terminated and not renewed, the Owner of the unit shall notify the Corporation in writing within one (1) week.
- d) In addition, no Owner shall lease a unit unless the following agreement is signed by the Tenant and delivered to the Corporation:

***"I acknowledge and agree that I, and my employees, agents, Tenants, family, invitees and licensees from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration, By-laws of the Condominium, all Rules of the Condominium and any agreement(s) authorized by the By-laws of the Condominium including the Reciprocal Agreement, during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit Owner, except for the***



***payment of the Common Expenses unless otherwise provided by the Condominium Act”.***

- e) In the event that the Owner of a unit fails to provide the foregoing documentation prior to the commencement date of the tenancy, and fails to comply with Section 83 of the Act, any person or persons intending to reside in or occupy 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 Rules and the Act.
- f) A lease or tenancy or right to occupy shall be for an initial term of not less than twelve (12) months.
- g) No hotel, boarding or lodging house, transient use, time-sharing or dormitory use, and/or no short-term rental under 12 months shall be permitted with respect to any unit.
- h) No Owner of a unit shall allow a Tenant to sublet the unit to another Tenant.
- i) During the period of occupancy of a residential unit by a Tenant, the Owner shall have no right of use of any part of the common elements.
- j) The Owner shall supply to Management, the Owner's current address and telephone number during the period of occupancy by a Tenant. The **Owner must also complete a Resident Information Form.**
- k) All Owners shall be responsible for any damage or additional maintenance to the common elements caused by their Tenants and all costs of enforcing the Declaration, By-laws, Rules and the Act against their Tenants, and any costs incurred to defend unsuccessful litigation commenced by a Tenant against the Corporation, and will be assessed and charged therefor in the same manner as common expenses.
- l) Where lease arrangements or rights to occupy are with a corporation, partnership or other business entity, as Tenant or occupant, the Residents are to be considered along with the corporate Tenant for purposes of these Rules, and a change in the Residents residing in the unit shall be treated as a Tenant or occupant taking possession of the unit pursuant to a new lease or right to occupy that must be in compliance with these Rules.

**14. PETS / ANIMALS**

The Declaration does not allow any animal or pet to be in any unit of the condominium. Since some residents are allergic to different types of animals, visitors cannot bring in an animal into the condominium building.

**15. PARKING**

- a) For the purpose of these Rules, "motor vehicle" shall include the following: private passenger automobile, station wagon, minivan, SUV, truck, motorcycle, scooter, and mobility scooter, all not exceeding 1.9 meters in height.
- b) No vehicle(s), equipment or machinery other than a motor vehicle shall be parked in any parking unit without the written permission of the Board. Parking is prohibited in the following areas: fire zones, traffic lanes; roadways.
- c) No parking unit shall be used for storage purposes. This includes all items e.g. tires, boxes, shelving, toys, tools, antifreeze / oil bottles or shopping buggies.
- d) Only fire, police, ambulance, Canada Post, and courier vehicles may park in front of the building. Provided that a driver stays with the vehicle, he/she can park for a very short time in front of the building to drop off or pick up people. Visitor handicapped parking is only for vehicles displaying an authorized Handicapped Parking Permit.
- e) Parked motor vehicles must not encroach on driveways or adjacent parking units.
- f) No servicing, washing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind in any parking unit without the express written consent of the Manager or the Board. Motor vehicles can be washed only by Residents in the evenings of Monday to Friday or during the day or evening on weekends from May to October in the designated area at the back of the building. Residents in the building should not be disturbed by the washing of the vehicle.
- g) No motor vehicle shall be driven on any part of the common elements other than on the road portion, and vehicles shall not be driven in excess of ten **(10) km** per hour.
- h) No one shall park in a parking unit belonging to another Owner without that Owner's consent. Any resident renting a parking space must register the details with the management office.

- i) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the Property and no person shall operate a motorized vehicle within the Property without a proper operating licence.
- j) All motor vehicles operated and owned by Owners and/or Residents must be registered with the Manager and must display a resident parking pass. Each Owner or Resident shall provide to the Manager the make and license numbers of all motor vehicles driven by Residents and their parking spaces; as well as immediately provide any changes to the above registration.
- k) Guests and visitors shall park only in areas designated as guest or visitors parking unless an indoor parking pass is displayed.
- l) A guest parking pass is required with respect to any motor vehicle parked on any area of the common elements designated as a "Guest/Visitors Parking Area" between the hours of 2:00 a.m. and 7:00 a.m. The pass must be registered by the Owner or Resident using the self-registration form located at the security desk. A permit shall not be issued for a period in excess of three (3) days and consecutive permits shall not be issued without prior authorization of the Manager. The permit must be visibly displayed on the front dashboard.
- m) No one shall enclose, or cause or permit to be enclosed, any parking space in any manner whatsoever.
- n) Drivers shall turn on the headlights when entering or driving within the parking garage.
- o) In the event of the mechanical breakdown of a motor vehicle, the owner of such vehicle shall push the vehicle out of any right-of-way and notify the Manager of the breakdown and remove the motor vehicle as soon as a tow truck can be obtained.
- p) No one shall plug in or cause to be plugged into any electrical outlet, any electrical scooter, electrical vehicle or any in-car or block heater without the consent of the Board.
- q) No Owner shall sell or lease his/her parking unit except in compliance with the Act, the Declaration and the Rules. A parking space can only be owned or occupied by an Owner or Resident of the condominium at 131 Torresdale Ave. A copy of the deed of sale / rental agreement for parking must be provided to the Property Manager.
- r) Towing of vehicles parked at 131 Torresdale Ave. may occur at any time, without notice for any of the following reasons:

1. Any vehicle parked in the Fire Lane (City of Toronto ordinance)
  2. Stickered vehicles of owners / residents parked in VISITOR designated spaces.
  3. Any vehicle parked in a non-designated parking space (e.g. behind dumpsters, rear of building, on the lawn, etc.).
  4. Vehicles belonging to residents of neighbouring buildings.
  5. Vehicles in visitor parking between the hours of 2 a.m. and 7 a.m. which do not have a parking permit signed by the security guard or the Property Manager.
  6. A vehicle seen consistently parking in a VISITOR parking space for more than a 1-week period without Board approval.
  7. A parked vehicle that is interfering with the paving of asphalt or other work in the garage or outdoor parking space.
- s) No one shall place, leave, park or permit to be placed, left or parked in or upon the common elements or a parking space any motor vehicle that does not have a current licence plate and sticker or any motor vehicle which, in the opinion of the Board or the Manager, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or its potential damage to the property. Management will have the vehicle towed after providing 48 hours' notice to the owner to remove the vehicle or leaving a notice on the motor vehicle.
- t) Any motor vehicle and/or any other vehicle, equipment or machinery which is improperly parked and/or in breach of these Rules shall be tagged and/or towed from the property at the sole cost and expense of the owner of the vehicle, and the Corporation, its directors, officers, employees, agents and/or Management shall not be liable for any damages, costs or expenses caused to the Owner or Resident or his/her motor vehicle.
- u) Owners and Residents are not permitted to park in any visitor parking spaces. Should an owner be observed abusing visitor parking the Corporation reserves the right to tow the vehicle at the owner's expense.
- v) All parking units shall be subject to a right of access, over, along and upon the parking units at all times when necessary in favour of the Corporation, its servants, agents, and employees for the purposes of ingress and egress from mechanical, electrical and service areas and equipment and for garage sweeping and repairs.

- w) The Owner of each parking unit shall maintain his/her parking unit in a clean and tidy condition, including the prompt elimination of oil and grease spills. Any leakage from a vehicle must be cleaned up immediately or reported to the superintendent.
- x) The Owner of any vehicle leaking fluids of any kind will be notified to remove the vehicle promptly for repairs. The vehicle should not return to the property until proof of repair is supplied to the management office. If the Owner is non-compliant, the vehicle will be towed at the Owner's expense.
- y) An identification sticker required by the Board must be placed in the front windshield. If not readily visible, the vehicle could risk being towed at the Owner's expense.

## **16. BICYCLE STORAGE**

- a) Bicycles shall be stored only in those areas of the common elements or the underground garage designated for bicycle storage by the Board.
- b) Under no circumstances are bicycles permitted to be taken through the main lobby or on an elevator.
- c) Residents are required to provide their own bicycle locks. The Corporation, its Manager or its agents will not be responsible for loss or damage to bicycles or attachments.
- d) No servicing or repairs shall be made to any bicycle on the common elements.
- e) Bicycles must not be stored or parked on any part of the common elements not designated for bicycle storage including, but not limited to visitor parking.
- f) Any bicycles chained to posts, trees, fences or rails located on the common elements, or unauthorized bicycles using the designated bicycle storage area, will be forcibly removed and impounded at the Owner's and/or Resident's expense.
- g) Unclaimed or abandoned bicycles will be disposed of following a thirty (30) day holding period.
- h) All bicycles shall be registered with the management office. There may be a bicycle storage fee as decided by the Board from time to time.

## **17. INSURANCE**

- a) In accordance with Article VIII, section (3) of the Declaration and the Standard Unit By-law, the following insurance must be obtained and maintained by each Owner at such Owner's own risk:
1. Insurance on the Owner's Unit and all betterments and improvements thereto and on all flooring, appliances, furnishings, and personal property of the Owner. Every such policy of insurance shall contain a waiver of subrogation against the Corporation, its manager, agents, employees and servants and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or willful misconduct or contributed by any of the aforementioned parties.
  2. Public liability insurance covering and liability of any Owner or any Resident, Tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
  3. Insurance covering the deductible on the Corporation's main policy for which an owner may be responsible.
- b) Tenants must obtain tenant's insurance to cover their furnishings, personal property and personal liability coverage against unintentional bodily injury.

## **18. SWIMMING POOL, SAUNA, WHIRLPOOL, AND SHOWERS**

- a) All facilities are to be used at the user's own risk. There is no lifeguard in the swimming pool area. The Corporation, the Board, and the Manager are indemnified and saved harmless from any claim, cause of action, damages, loss of property, costs or expenses arising from any injury or property damage sustained by any user of the facilities whether in compliance with the rules or otherwise.
- b) Owners/Residents may have a maximum of 2 guests at any given time. Guests of Owners/Residents may enter the swimming pool only if they are accompanied by the Owner/Resident. The Owner/Resident must stay with their guests all the time that the guests are in the pool area because the Owner/Resident is responsible for the actions of the guests.
- c) No food or drinks, except for bottled water, is allowed in the pool area, sauna, or whirlpool. No glass containers are permitted in these areas.

- d) Residents and guests must shower before entering the water of the swimming pool. **The use of oils, lotions and creams is strictly forbidden** before swimming, or entering the sauna, whirlpool, or shower.
- e) You may bring your own lounge chair into the swimming pool area, however reserving of chairs owned by the Corporation is forbidden.
- f) The sauna, whirlpool, and shower are open from 6 a.m. to 10 p.m. Residents and Owners are fully liable for any damages that they or their guests cause.
- g) Proper attire must be worn at all times when using the facilities. Young children in diapers must wear swim diapers.
- h) Children under 12 years of age are not permitted in the saunas or whirlpool area.
- i) Hair cutting or colouring of hair is not permitted in the saunas, whirlpool or showers.
- j) Shaving is not permitted in the sauna, shower, or whirlpool areas.
- k) People with open sores or wounds are not permitted to use the facilities.
- l) No smoking is permitted in the outdoor swimming pool area.

## 19. EXERCISE ROOM

- a) The exercise room, accessible by a Fob, is located on the first floor adjacent to the Management Office. Hours of use are 6 am - 10 pm.
- b) All equipment is used at the user's own risk. The Corporation, the Board and the Manager are indemnified and saved harmless from any claim, cause of action, damages, loss of property, costs or expenses arising from any injury or property damage sustained by any user of the equipment/facilities whether in compliance with the rules or otherwise.
- c) The use of the equipment is restricted to adult Owners/Residents and their accompanied guests (to a maximum of 2 guests) at any one time.
- d) Persons under the age of 18 are not permitted in the facility unless accompanied by an adult resident.
- e) Proper attire must be worn at all times; swimwear is not permitted.

- f) As no supervision is provided, use of the equipment is the responsibility of the Owner/Resident or guest. Think safety first.
- g) Owners or Residents should report any deficiencies or broken equipment to the Management Office.

## **20. THE PARTY ROOM**

- a) Owners or Residents 18 years of age or older can reserve the party room for private meetings or parties of more than 4 people on a "first come, first served" basis. Owners/Residents must book the room with the Property Manager.
- b) When the party room is not booked, the room can be used as a "gathering place" where residents and their guests may play cards, read, watch television and socialize.
- c) Children under the age of 16 are not allowed in the party room unless accompanied by a resident who is not less than 18 years of age and such children must be actively supervised.
- d) Snacks and beverages are permitted. Residents shall pick up and dispose of all garbage and ensure that the room is left in a neat and tidy condition. Any spills or mishaps must be reported to the Superintendent, Property Manager or security officer to ensure immediate clean up. Failure to do so will cause a cleaning fee to be levied against the user.
- e) All party room bookings must be made a minimum of 14 days and a maximum of six months in advance and are on a first come, first served basis. However, because parties during certain holidays are in higher demand, the board of directors / property manager reserves the right to determine how such bookings may be handled. Bookings must be confirmed within 48 hours by the submission of appropriate documents and cheque payment, otherwise the booking will be cancelled. No refund will be made for cancellations received less than 7 days from the date of the party.
- f) Visitor parking is available on a first come first served basis. Once the area is at capacity, the Resident must arrange alternative parking.
- g) Residents must arrange to greet their guests at the appropriate entrance and direct them to the party room. At no time may any doors be propped open to accommodate entry or exit.
- h) Party room guests are not allowed entry into any other facility other than the 3 first floor washrooms.
- i) Decorations are not to be attached to any part of the party room walls. Any damage as a result of any decoration will be taken out of the damage deposit.



- j) The party room and all other common areas are strictly non-smoking areas.
- k) Advance notice at the time of the party room booking is required if any additional furniture will be used in the party room. Any additional furniture must be removed from the site no later than 9:00 a.m. the following day. Existing furniture is not to be removed from the party room under any circumstances.
- l) The non-refundable rental fee for the party room is \$125.00 (fee subject to change without notice by resolution of the Board of Directors). A cheque payable to M.T.C.C. #584 must be provided at the time of booking.
- m) The Resident booking the party room must ensure the room is left clean. The applicant is responsible for gathering loose garbage and leaving the room in a neat and tidy state. Failure to do so may necessitate additional costs, which will be deducted from the security deposit.
- n) A security deposit by cheque or money order in the amount of \$500.00 (fee subject to change without notice by resolution of the Board of Directors) must be deposited with the management office at time of booking. This deposit will be returned provided there is no damage. If damage does occur, assessment of the costs involved will take place and the applicable funds will be deducted from the damage deposit.
- o) The Corporation will not accept applications for stags or age of majority birthday parties. The party room may not be used for any chargeable private function. Gambling is not permitted in this room.
- p) All music must cease at 11:00 p.m. and applicants must ensure that the party room is vacated by guests, not later than 12:30 a.m. Residents must vacate the room by 12:30 a.m. Residents shall return no later than 9:00 a.m. the following day to complete clean up if necessary.
- q) The Party Room Agreement is an integral part of these rules and must be signed for acceptance at the time of the party room booking.
- r) If the party room is not already booked, it can be used for a post funeral get together at no cost. The Owner / Resident hosting the event is responsible for the clean-up of the party room; unless prior arrangements were made with property management. The host is responsible for any damage.
- s) Residents cannot use the refrigerator or freezer in the party room to store their own food that is not related to the party room booking.