

M: COMMUNAL AREAS

- Communal Areas M 01. "Communal Areas" shall include party rooms, billiard rooms, media rooms, meeting/card rooms, libraries, ping pong rooms and guest suites.
- Shared Facilities M 02. "Shared Facilities" include all elements of the Liberty Club (shared with TSCC 1498) including the swimming pool, whirlpool, dressing rooms, fitness area, golf room, party room and roof terraces.
- Use of Facilities M 03. Occupants shall comply with all rules pertaining to the use of the Communal Areas and Shared Facilities as may be established from time to time. Occupants shall be responsible for any costs incurred by the Corporation as a result of any misuse or damage to the Communal Areas or Shared Facilities.

N: PETS

- Household Pets N 01. A "pet" is defined as a dog, a domestic cat, fish, caged bird and only such other particular animal as may be permitted in the sole discretion of the Board, subject to its prior written consent and such conditions as it may determine. No insect, spider, snake, lizard, invertebrate, pest, game animal, farm animal, wild or endangered or exotic animal and no other animal except a pet shall be permitted on the common elements or in any unit. No animal shall be kept illegally or contrary to any federal, provincial or municipal law, regulation, by-law or ordinance. No animal which is dangerous or which causes a nuisance as determined in the sole discretion of the Board shall be kept in any unit or upon the common elements.
- Number of Pets N 02. Each unit shall be permitted to keep no more than one dog or two cats, or no more than one dog and one cat. The maximum number of caged birds permitted is two. Fish tanks shall contain no more than 50 gallons of water. All dogs and cats must wear collars and current tags at all times with proper identification specifying the name and address of its owner.
- Registered N 03. Each Occupant shall be responsible to register with the Manager each pet residing in the Occupant's unit in accordance with the required particulars referred to on the Corporation's Resident's Information Form referred to in Rule A 01 hereof within 60 days after these Pet Rules come into effect.
- Care & Control N 04. Pets and their owners shall comply with all municipal by-law requirements relevant to such pet. Pet owners shall ensure their pets are properly vaccinated and subject to veterinarian examination annually. All cats and dogs shall be neutered or spayed as soon as medically advisable. Occupants of units shall keep their pets in a healthy condition and shall act as a responsible pet owner and shall properly care for their physical and emotional needs. Occupants shall treat their pets humanely and shall

provide proper food, water, exercise, housing and care. No person shall breach the *Criminal Code* provisions prohibiting cruelty or neglect of animals.

Training

- N 05. Occupants shall properly train their animals to avoid behavioural problems, in accordance with applicable recommendations from the Humane Society or a qualified pet trainer. Owners are obligated to properly train their pet to avoid loud or excessive barking, howling or improper noises, standing against, jumping upon, attacking or biting people, roaming off-leash, or relieving themselves upon the common elements. Pets must always be supervised and controlled upon the common elements and within a unit. The owner of a unit where a pet resides shall ensure that all tenants and Occupants of the unit are aware of their responsibilities with respect to their pet.

Noise & Nuisance

- N 06. An Occupant whose pet exhibits a behavioural defect which causes a nuisance to one or more other Occupants shall take special measures to train the pet to refrain from doing so, or where applicable, shall arrange for a veterinarian to de-bark their pet in the event training fails to rectify a barking problem. If the board deems it appropriate, the pet's owner shall enroll the pet and all Occupants of the unit in a pet training course and shall, within a reasonable time, provide to the board a certificate from a qualified pet trainer that the pet and all specified Occupants of the unit have duly attended and completed a pet training course which emphasizes rectification of the pet's behavioural defect, subject to written confirmation that in the opinion of the pet trainer, the pet's behavioural defect is rectified and that the Occupants of the unit are duly qualified to control and prohibit the behavioural defect. The Board in its absolute discretion shall determine whether an ongoing behavioural defect constitutes a nuisance, in which case the Board shall have the sole discretion to decide and notify the Occupant whether or not to require removal of such a pet or to establish a rectification period within which such pet or such Occupant must comply with a specified Pet Rule. The Board may impose any requirements or conditions, whether with respect to training or otherwise. If a nuisance is found to exist, the right of the Occupant of another unit to quiet enjoyment of his or her unit will supersede any rights of the Occupants of a unit who have failed to control a pet having behavioural problems deemed by the Board to constitute a nuisance.

Common Elements

Control

- N 07. Pets are not allowed in the common areas inside the building except in order to directly enter and exit the Occupant's unit. No pet shall be allowed to roam the common elements. Each pet must always be under the full care, supervision and control by a responsible person and must always be on a leash (no longer than four feet in length) while on any portion of the common elements. No Occupant shall leave a pet unattended on a balcony, patio, terrace or on any other common area. Pets must be held away from other Occupants, visitors and guests except with their consent. While on an elevator, all pets shall be leashed and carried or held by a collar or leash. If another Occupant, visitor or guest is disturbed or distressed by the pet, the person having custody of the pet shall immediately carry, control and remove the pet from an elevator or any other area, giving way to any such Occupant, visitor or guest. No pet may enter or exit the main lobby area.

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| Exercise | N 08. Pets shall not be exercised and shall not relieve themselves in the lobbies, corridors, elevators, stairways, footpaths, sidewalks, pavements, balconies, patios, terraces, gardens, landscaped areas or any of the common elements. In a case where a pet has relieved itself, the pet owner shall clean the affected area immediately thereafter. |
| Scoop | N 09. The person having custody of the pet shall immediately stoop, scoop and clean up after the pet in compliance with municipal by-laws, so that the common areas and the neighbourhood are kept neat and clean and healthy at all times. Soiled litter must be well-wrapped and properly disposed of in a garbage bin. Cat litter shall not be flushed down the toilet. Owners shall promptly sanitize any carpets, under-padding, flooring or other areas which their pet has soiled in a unit or upon the common elements and shall prevent any annoying pet odours from occurring. |
| Damage | N 10. Occupants shall be liable for any damage to the common elements, units, property, contents or persons caused by their pet or any animal being kept in the Occupant's unit or on the common elements, and shall indemnify the Corporation for any cost, loss, damage, injury or death arising as a result thereof and the cost of cleaning, maintenance, repairs or replacement arising with respect thereto. |
| Evacuation | N 11. In event of an emergency evacuation in the building, it is the pet owner's responsibility to carry and look after his/her pet and control its actions. The person having custody of a pet shall prevent impediments or distress to other Occupants when evacuating the building in stairwells or otherwise. |
| Visually Impaired | N 12. Visually-impaired, hearing-impaired or handicapped Occupants who require the assistance of a trained dog, may be accompanied by a well-behaved dog on a leash in the common areas. |
| Visitors | N 13. Visitors and guests are not permitted to bring pets onto the common elements or into the units of the Corporation. |
| Breeding | N 14. No breeding for sale of any species of animal shall be carried on in any unit or upon the common elements. In the event an Occupant's pet has offspring, the offspring must be removed from the unit as soon as possible, but no more than 11 weeks in the case of a kitten, puppy or other pet. In the event that a pet has more than one litter during any five year period, the board shall be entitled to declare the pet a nuisance. |
| Removal | N 15. When the Board has made a determination that a pet must be removed from the common elements and a unit in which it resides, the Board shall give written notice to the applicable owner of the pet requiring removal of the pet. The owner of the pet shall permanently remove it from the unit and the common elements and the pet owner shall find an alternate good home for the pet within 45 days after the Board has given written notice requiring removal of the pet. An animal deemed to be dangerous shall be removed from the common elements forthwith and shall be removed from the unit in which the pet resides within 24 hours thereafter, or at such later date as the |

Board may specifically permit in writing, subject to such safety conditions as may be imposed by the Board.

- Pet Weight N 16. No Occupant may acquire or bring into any unit or upon the common elements any pet weighing in excess of 25 pounds when fully grown, other than an existing pet residing in a unit prior to the date this rule comes into effect. Within 30 days of the Board's written request at any time, the owner of a pet shall provide a certificate signed by a veterinarian certifying the exact weight of the pet.

O: ENFORCEMENT

- Indemnification O 01. Occupants shall indemnify, save harmless and release the Corporation, the Corporation's Representatives and other Occupants of and from any loss, liability, penalty, fine, suit, action, cause of action, proceedings, injury, incident, illness, death, demand, damage, expenses, legal costs on a full indemnity basis, or claim of any nature or kind arising from or pertaining to breach by the Occupant or those for whom the Occupant is responsible of any provision contained in the Corporation's declaration, by-laws or rules, or any law, regulation, by-law, ordinance, or any other legal or regulatory obligation.
- Mediation & Arbitration O 02. In the event an Occupant fails or refuses to comply with any of the provisions set out in the Corporation's declaration, by-laws or rules within the time referred to in a compliance demand letter forwarded by the Corporation or its solicitor to such occupant, the Corporation shall be entitled to enforce compliance with any such provision by the Owner and/or tenant of the unit in breach of any such provision pursuant to s. 134 of the Act (Court Ordered Compliance), s. 132 of the Act (Mediation/Arbitration), s. 135 of the Act (Oppression Remedy) or pursuant to any other legal remedy available to the Corporation, subject to compliance with any mediation and arbitration provisions set out in a by-law of the Corporation, whereupon the Owner and/or tenant shall jointly and severally, fully reimburse the Corporation for all losses, damages, expenses and legal costs on a full indemnity basis, subject to registration of a lien against the Owner's unit as permitted by the Act in the event the Owner and/or tenant fail to reimburse the Corporation for any such amounts within 30 days after written demand for payment.
- Enforcement O 03. The Board shall enforce the provisions of the Act, the declaration, by-laws and rules of the Corporation. The Board has the right to restrict any Occupant from using any non-essential specified facility if the Occupant is found to be in breach of any such provision applicable to such facility, subject to appeal by written notice to the Board within 15 days thereafter.
- Costs O 04. Any losses, damages or costs, including legal costs on a full solicitor and client basis, incurred by the Corporation by reason of breach of any provision of the Act, the declaration, by-laws and rules in force from time to time by any Occupant of a unit,