

RULES
Governing the Units and Common Elements
of
TORONTO STANDARD CONDOMINIUM
CORPORATION No. 1496

RULES

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RULES
Governing the Units and Common Elements

March 2004

of

Toronto Standard Condominium Corporation No. 1496

DEFINITIONS

Corporation	Toronto Standard Condominium Corporation No. 1496 is referred to as the "Corporation" or "TSCC 1496".
Board	The "Board" shall mean the board of directors of TSCC 1496.
Occupant	An "Occupant" or "Occupants" shall mean any or all owners, tenants or residents of a unit, their families, guests, visitors, invitees, employees or agents.
Corporation's Representatives	The "Corporation's Representatives" shall mean any one or more directors, officers, manager, agents, employees or contractors of TSCC 1496.
Manager	The "Manager" shall mean the property manager hired and supervised by the Board pursuant to a Property Management Agreement from time to time.
Rules	The "Rules" shall mean any or all of the Rules referred to herein governing the units and common elements of TSCC 1496, but shall exclude any Common Facilities Rules pertaining to any Shared Facilities governed mutually by the Common Facilities Committee pursuant to the Reciprocal Agreement entered into by TSCC 1496 and TSCC 1498, and Recreational Facilities Rules to the extent any such rules are inconsistent with the rules identified herein.
Act	The "Act" shall mean the <i>Condominium Act, 1998</i> S.O. 1998 c. 19 and any regulations and amendments thereto.

INTRODUCTION

Purpose	The following Rules are intended to provide the basis for making our home a pleasant, safe and congenial environment, in which we can all take pride. These Rules were drafted to provide Occupants with maximum enjoyment of all the facilities, common elements and units and prevent inconveniences caused by others.
Occupants	These Rules shall be observed by all Occupants and the Corporation's Representatives. You must familiarize yourself with each of the Rules and ensure that you, and all Occupants for which you are responsible abide by them.

Rules Passed	These Rules were passed by the Board of the Corporation on the <u>24th</u> day of <u>March</u> 200 <u>4</u> pursuant to s. 58 of the Act.
Shared Facilities Rules	These Rules govern the units and common elements of the Corporation, but do not apply to any Shared Facilities or any Shared Facilities Rules passed by or under the authority of the Shared Facilities Committee pursuant to the Reciprocal Agreement entered into by the Corporation and TSCC 1498 to the extent any such Shared Facilities Rule is inconsistent with these Rules.
Consideration	Observance of these Rules and thoughtful consideration of others will benefit all.
Authorization	<p>The authority for the Board of the Corporation to issue the Rules is s. 58 (1) of the Act:</p> <p>(1) The Board may make, amend or repeal rules respecting the use of common elements and units to,</p> <ul style="list-style-type: none"> (a) promote the safety, security and welfare of the owners and of the property and assets of the corporation; or (b) prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the corporation.
Application	These Rules apply to all present and future Occupants, all of whom shall be subject to and shall comply with the provisions of the Act, the declaration, the by-laws and the rules of the Corporation.
Compliance	If you observe an Occupant of the Corporation breaching any of the rules, please ask the person to comply with those provisions. If the particular breach continues, please provide a written memorandum addressed to the Board and delivered to the Manager of the Corporation, detailing the specific events of the breach, the name and corresponding unit number of the person involved, the time and date of the breach and your name and unit number. Management will notify the offending unit owner in writing, requesting compliance with the Corporation's rules. Should the problem persist, Management will deliver a second warning letter to the offending unit owner. Any subsequent non-compliance by the unit owner may result in the matter being referred to the Corporation's solicitor for further legal action.
No Waiver	It is up to the Board to determine what, if any, action will be taken to enforce any provision and its failure to do so on one or more occasions shall not constitute a waiver of the Board's right to take any action or to uphold such provision on a subsequent occasion.
Enforcement	In addition to all other means of enforcement available to the Corporation, s. 134 (1) of the Act provides that the Corporation may make an application to the <i>Ontario Superior Court of Justice</i> for an order enforcing compliance with any provision of the Act, the declaration, the by-laws and rules, subject to s. 132 (4) of the Act and any applicable mediation or arbitration proceedings. An Occupant in breach of any of these Rules will be held accountable to indemnify the Corporation in accordance with Rule O 01 and to pay costs in accordance with

Rule O 04. By forewarning Occupants of these remedies, it is hoped that a congenial lifestyle can be assured in our home environment and that Occupants can avoid incurring enforcement expenses.

A: GENERAL RULES

Residents Information

- A 01. All resident and non-resident owners and tenants shall provide the Board with the names, addresses, business and home phone numbers of all those persons residing in their unit, the age applicable to children under eighteen years of age, the phone number of a relative or a person to be contacted in an emergency, any medical conditions applicable for emergency or evacuation purposes and particulars pertaining to any motor vehicles or pets, together with such other information as the Board may reasonably require to be set out on the Resident's Information Form as more particularly set out on Schedule "A" attached hereto, as may be amended from time to time.

Laws

- A 02. No Occupant shall breach the provisions of any federal or provincial statute or regulation, or municipal by-law or ordinance. No Occupant shall obstruct or interfere with the rights of, or injure or annoy other Occupants.

Noise & Nuisance

- A 03. All Occupants are expected to conduct themselves in a manner befitting responsible living. Occupants shall not create or permit the creation or continuance of any noise, nuisance, odour or disturbance, or interfere with the rights or enjoyment of another Occupant's use of the Corporation's premises or facilities, or use of the common elements or any unit in a manner which, in the opinion of the Board may or does disturb the comfort or quiet enjoyment of the units or common elements by other Occupants or the Corporation's Representatives. No shouting, screaming, horseplay or other disturbance is permitted in or around any unit or upon any part of the common elements. No noise, caused by any instrument, television, stereo, amplifier, p.a. system, computer, equipment or other sound device, however caused, which disturbs the comfort of other Occupants shall be permitted. When requested by the Board or Manager, an Occupant shall lower sound to appropriate levels and shall install foam padding under sound-emitting devices and between such devices and the walls of adjoining units, or the Occupant shall take such other sound-attenuation measures as the Board or Manager may require. Occupants shall particularly reduce noise volumes to a quiet level between the hours of 10:00 p.m and 8:00 a.m. each evening, but in any event, shall avoid causing a nuisance at all times. Additional noise and nuisance provisions relating to pets shall be dealt with in accordance with Rules N.

Harassment

- A 04. No Occupant shall injure, harass, threaten, annoy, or initiate any defamatory, threatening, hateful or discriminatory statement or action, or participate in any illegal or harmful conduct toward any Occupant or any of the Corporation's Representatives. Harassment shall consist of any oral 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 restriction, any verbal abuse, insulting comment, joke, gesture, conduct or touching or contrary to any of the grounds of workplace harassment or sexual harassment set out in the *Ontario Human Rights Code*.

- Non-Interference A 05. No Occupant shall interfere with the services rendered by the Manager, administrator, superintendent, cleaner or any other contractor or agent of the Corporation. Any complaints or concerns pertaining to any Occupant, Corporation's Representative, unit, common elements or the affairs of the Corporation shall be dealt with by written notice addressed to the Board and delivered to the manager.
- Trespass A 06. Any person who loiters upon, litters or damages the common elements, places on the common elements or any derelict or unplated motor vehicle or other unauthorized object, or removes any part of the common elements, or blocks, hinders or interferes with the lawful use and enjoyment of the common elements by others or creates any nuisance, disturbance or excessive noise or otherwise breaches any provisions of the declaration, by-laws or rules of the Corporation shall forthwith cease and desist from doing so and upon being requested to cease doing so by a police officer or a security officer, or one of the Corporation's Representatives, such person shall immediately leave the common elements of the Corporation, failing which such person shall be deemed to be a trespasser and shall be subject to all of the requirements, obligations, prosecution, fines and penalties set out in the *Trespass to Property Act* of Ontario, provided that an owner or occupier of a unit of the Corporation shall, after temporarily leaving the common elements, thereafter be entitled to use the common elements while in compliance with these requirements. Mailing of notice of these Rules to an owner of a unit shall be deemed to be notice to each Occupant with respect to the unit in accordance with the requirements of the *Trespass to Property Act*. Occupants shall be responsible to ensure compliance by their employees, agents, contractors, visitors, guests and invitees and shall personally bear the consequences of any such non-compliance. Occupants are to immediately report any suspicious person(s) seen on the property to the management or its staff.
- Auctions & Sales A 07. No bulk sale of goods, no auction or "In-House" garage or contents sale shall be held in a unit or on the common elements without prior written approval of the Board. The use of "Open House" or "For Sale" signs visible from the exterior of the Corporation's building or on any part of the common elements is strictly prohibited.
- Canvassing A 08. No business solicitation or canvassing is permitted at the door of any unit including the delivery of any leaflets, brochures, cards, or any other promotional materials except as may be approved by the Board. Reasonable access to the property will be provided to candidates or their authorized representatives, for election to the House of Commons, the Legislative Assembly or any office in a municipal government or school board, or as a director of the Corporation's Board for the purpose of canvassing or distribution of election material.

B: OWNERSHIP AND USE OF UNIT

- Information Form B 01. A unit purchaser must notify Board in writing of the owner(s)' name(s) and address(es) and shall provide the Resident's Information Form required by Rule A 01. Access cards/Key(s) will not be activated until the Resident's Information Form has been received by management.
- Designated Owner B 02. Until notification pursuant to Rule B 01 hereof is provided by the new owner to the manager of the Corporation, the previous owner of the unit shall remain designated as the owner thereof on the Corporation's records as prescribed by the Act. Unless the requirements set out in Rule B 01 are met, a new owner will not receive notices of meetings and other written communication from the Corporation, nor will he, she or they be entitled to vote at any meeting of owners.
- Prohibited Uses B 03. 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 agencies shall be strictly observed.
- Single Family B 04. Each unit shall be occupied and used only as a private single family residential dwelling and for no other purpose except as permitted according to applicable municipal zoning by-laws as amended from time to time, subject to compliance with any restriction contained in the Corporation's declaration and all requirements or restrictions imposed on the property by governmental authorities or any restrictive covenants registered against title to the property, or as otherwise required by the Board to the extent the Board is specifically authorized to do so by the Act. A "private single family residential dwelling" shall mean a unit occupied or intended to be occupied only as a residence by one (1) family alone and provided that no rooms therein shall be rented or leased to any other individual(s) for the purposes of temporary or permanent boarding or lodging.
- Commercial Use B 05. 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 (other than an incidental home based office for private use ancillary to the main private, single family residential use of the unit, if such incidental use utilizes no more than one room of the unit, does not involve business visitors to the unit, reception facilities, manufacturing or processing facilities, delivery or shipping of goods for manufacturing, processing or sale, repeated attendance by employees, agents or contractors, or use of any parking space for such incidental use and does not give rise to any noise, nuisance, disturbance or consumption of utilities in excess of normal residential use, any of which may be determined in the sole discretion of the Board acting reasonably).
- Transient Use B 06. No hotel, boarding, lodging house, transient use or time-sharing use shall be permitted in or with respect to any unit. "Transient use" means more than one short term use or occupation of a unit for a period of less than 6 months in any particular period of 12 consecutive months.

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| Partitioning | B 07. No portion of any residential unit shall be partitioned or divided, nor shall any structural change be made to any of the structures of the units in any manner without the prior written consent of the Corporation. |
| Insurance | B 08. Owners are strongly advised to obtain an owner's condominium insurance policy from their insurance agent as recommended by Rule L 01. |
| Hazardous
Material | B 09. No Occupant shall use, store or permit prolonged storage of garbage or degradable organic matter, an accumulation of excessive paper or any item which may overload the structure or constitute a health or safety hazard in any unit, locker, parking space or upon the common elements. Occupants shall refrain from installing or using leaking containers or waterbeds. No illegal, explosive, combustible, dangerous or hazardous materials or chemical of any kind shall be stored in a unit, locker, parking space or upon the common elements. Firecrackers or other fireworks are not permitted in any unit or on the common elements. |
| Pest Control | B 10. No Occupant shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her unit or exclusive use common elements. Occupants shall immediately report to the Manager all incidents of pests, insects, vermin or rodents. Occupants shall permit the Corporation's Representatives, including pest control personnel and other authorized persons to enter their units for the purpose of conducting pest control, health or safety operations including a spraying programme. Occupants are required to prepare their units in the manner prescribed by the Board to facilitate the appropriate pest control operations. Occupants may be required to vacate their unit for specified periods during implementation of pest control programs. |
| Entry Locks | B 11. Occupants shall permit entry to their units in accordance with the declaration and the provisions of the Act. Prior notice of daytime entry will be given and the Occupant shall permit access at any time during such day. Occupants shall cooperate to allow the Corporation's Representatives to carry out their duties. No 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, provided that any such change or addition shall be performed by a qualified locksmith as selected by the Corporation at the expense of the unit owner. No change or addition of locks will be performed without the prior written consent of an owner of the unit. All door locks and keys must be compatible with the lock systems utilized on the property and a copy of the key for each lock installed on every unit door shall be provided to the Manager and kept in a secured lockbox in safekeeping by the Corporation. |
| Key | B 12. Occupants shall be entitled to obtain from the Manager one unit key and one common element access key for each resident at a reasonable cost established by the Board from time to time, which keys may be used only by such designated owner or resident. In the event a unit key has been lost, misplaced or stolen, the owner or resident shall report such loss immediately to the Manager. To obtain additional |

copies of a unit key or access key, the owner or resident must purchase the key from the Manager at a reasonable cost established by the Board from time to time. Occupants shall not lend or give their access cards/Key(s) to non-residents to allow access to the interior common elements, unless the Occupant has notified the concierge of the name, address and phone number of such non-resident prior to doing so.

- Window Coverings B 13. Nothing shall be affixed to any window or placed between the windows and drapes or blinds, or shall be visible from the outside of a unit, which detracts from the exterior appearance of the building or is deemed to be offensive in nature in the sole discretion of the Board. Curtains, drapes and blinds shall have a pure clean white liner or white exterior and shall completely cover the window when closed. No occupant shall place or permit any reflective or insulating materials, flags, awnings, exterior shades or other objects outside, inside or upon any windows or the exterior of the unit.
- Signs & Notices B 14. No sign, advertisement, communication or notice shall be placed outside, inside or upon any window or the exterior of any unit in such a manner as to be visible from outside the Occupant's unit. Occupants shall be entitled to place reasonable notices upon any bulletin board made available to Occupants by the Corporation for a period of 30 days, subject to orderly control and prior approval by the Corporation's Representatives.
- Thrown Items B 15. Nothing shall be thrown, dropped, poured or the like out of any of the windows or doors. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or any part of the common elements. No hanging or drying of clothes is allowed from windows, balconies or upon the common elements.
- Flooring B 16. Owners shall ensure that the flooring materials in their units are as soundproof as the original flooring installed by the declarant/vendor at the time of first occupancy of the unit. No owner or resident shall install or permit any type of flooring materials to be installed above the concrete sub floor of the owner's unit, other than wall-to-wall carpet and under-pad, provided that an owner may install any alternate type of hard surfaced flooring or other materials (in accordance with any installation specifications adopted by the Board from time to time), if such alternate type of flooring would achieve an acoustical soundproof standard when installed providing a minimum Impact Isolation Class rating of IIC-55 as certified under seal by the owner's qualified professional engineer or architect and if all applicable diagrams, plans and specifications are approved by the Corporation's engineer and the Board prior to the installation, at the owner's expense. Any owner who installs flooring materials contrary to the requirements of this Rule, shall within 30 days after receiving written notice from the Corporation, replace such non-complying floor materials and install flooring materials in compliance with this Rule.
- Alarms B 17. In-suite alarms and security devices, including any security tags and stickers related thereto, shall not be removed, damaged, replaced or tampered with in any way. Any

charges incurred by the Corporation as a result of tampering or misuse of fire alarm equipment, including fire department response charges, will be charged back to the unit owner.

C: COMMON ELEMENTS

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| Attire | C 01. Persons shall not loiter on the common elements or harass any other person upon the common elements or cause a nuisance or disturbance effecting the common elements or their use by others. Occupants are required to wear shoes, shirts and other proper attire at all times when using hallways, entrances, elevators or other common elements of the Corporation. |
| Access | C 02. Without the consent in writing of the Board, no Occupant shall have any right of access to those parts of the common elements used from time to time as utility areas, building maintenance, storage areas, operating machinery, generator, transformer, sprinkler, boiler or machinery rooms, superintendent's suite, lockers or parking units designated for the sole use of other Occupants, or any other parts of the common elements where use is restricted for the care, maintenance, or operation of the property or for the exclusive use of other Occupants. No visitor may use or have access to the common elements and facilities unless accompanied by an owner or occupant. The manager's office may be accessed during its normal business hours only for the efficient conduct of the Corporation's business. |
| Ingress | C 03. The sidewalks, entry, passageways, walkways, driveways and any other common elements shall not be obstructed by any Occupant or used by him or her for any purpose other than for ingress and egress to and from his or her unit. Occupants shall use the paved walkways when entering or leaving the building and shall not cut across lawns or landscaped areas. |
| Landscaping | C 04. No one shall mutilate, destroy, damage, alter or litter any landscaping or any other part of the common elements, including, without restriction, any trees, shrubs, hedges, flowers, lawns, flower beds, walkways, interior common areas of the buildings and other portions of the common elements. No changes are to be made to the garden, patio, dividing wall or walkway in front of the Townhomes. No plantings or flower boxes are permitted on the faux porch over the front entrance door of units. |
| Spills | C 05. Anyone responsible for any spill or mess on the common elements must remove it and clean it up immediately. If unable or unsure of the best method to do so, the person responsible must advise the front desk staff immediately. |
| Tidiness | C 06. No mats, overshoes, rubbers, boots, carriages, or other items, shall be left outside unit entrances or on any part of the common elements. All toys or other objects must be removed from the common areas when not in use and kept within the confines of a unit. The Corporation and the Corporation's Representatives shall not be responsible for the theft, damage or loss of any articles left on the common elements or any area |

designated from time to time. Bicycles must be stored in designated bicycle storage areas or in lockers. Bicycles may be stored within the unit (but not the balcony) provided written permission has been received from the Board, which will include an undertaking to clean the bicycle before it is transported onto the elevator. Bicycles are not permitted in the lobby or at the main entrance. Bicycles must be taken directly from the elevator to the parking garage, the only means through which bicycles will be permitted to enter and exit the building.

Buildings &
Objects

- C 07. No building, shed, structure, clothes drying apparatus, awning, installation, equipment, fixture, tent, trailer, recreational or commercial vehicle or any other object shall be placed, located, affixed to, kept or maintained on the common elements, except for those objects placed, located, kept or maintained on the common elements with the prior consent of the Board that may be required for the use, enjoyment, maintenance and repair of the common elements or units.

Alterations
to Exterior

- C 08. Nothing shall be done by any Occupant to alter or change the outside appearance of the buildings in any way. No Occupant shall make any change or alteration to, or place or affix any installation upon any part of the common elements (including any exclusive use common elements), or any of the Corporation's assets, fixtures or attachments thereto, nor shall any Occupant maintain, decorate, alter or repair any part of the common elements or attach to or hang upon the exterior of any door or the interior or exterior of any window, unless such alteration, installation, maintenance, repair or decoration is approved and performed in accordance with the Act, the declaration, by-laws and rules, and subject to the prior written consent of the Board.

Aerials &
Structures

- C 09. No television antenna, satellite dish, aerial, tower, or any other structure or object shall be erected on, left upon or fastened to any of the common elements or the exterior of any unit including balconies, railings and terraces.

Sports

- C 10. Roller skating, roller-blading, skateboarding, bicycle riding, sports activities, roughhousing, running, fighting, and similar activities are prohibited inside the buildings and on any of the common elements. Occupants must conduct themselves properly and walk while inside the building and on the common elements, with exception of persons with disabilities and in need of mobility assistance devices such as wheelchairs.

Balcony

- C 11. No balcony, terrace or patio, whether common element or exclusive use common element, shall be used in such a way as to cause harm, nuisance or discomfort to other Occupants, the Corporation's Representatives or members of the public. Only seasonal furniture which is sufficiently heavy or well-secured to avoid being blown away shall be permitted on balconies, patios and terraces. Such seasonal furniture shall be removed and stored during the off-season. No cooking appliance, furniture, box, flag, or any other article shall be placed on a balcony, terrace or patio, or shall be affixed to any wall, window, floor, ceiling or railing thereof.

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| Barbecues | C 12. The use or installation of barbecues is prohibited in any unit or upon any part of the common elements, provided that barbecues will be permitted only in those penthouse units located on Floors 26, 27, and 28, where gas outlets have been installed on the balconies thereof, in townhouse units, and on roof gardens where gas outlets have been installed. |
| Smoking | C 13. No person may smoke in any interior common elements of the Corporation's building, and no person shall dispose of cigarette or cigar butts on any part of the common elements. |
| Christmas Trees | C 14. Only artificial, non-flammable and non-shedding Christmas trees are permitted in the units. Natural Christmas trees are prohibited due to the fire risks and clean-up costs associated with their use. |
| Restricted Entry | C 15. While entering or exiting, Occupants shall not permit anyone into the building whom the Occupant does not know to be an owner or resident. Under no circumstances shall building access or common elements keys be made available to anyone other than an owner or resident. Building access doors shall not be left unlocked or wedged open for any reason. |
| Plants | C 16. No plants, vines or trees on the exclusive use common elements of any unit shall encroach upon any other unit and such plant life shall not exceed 7 feet in height and shall be properly groomed. All potted plants on balconies shall be located inside the balcony railings and shall be removed if in the sole discretion of the Board, they create a hazard or nuisance or detract from the exterior appearance or integrity of the building's architectural and conceptual design. |
| Equipment | C 17. No equipment, objects, goods or other materials shall be removed from the common elements by or on behalf of any Occupant. Any charges incurred by the Corporation as a result of misuse of any equipment in the common area will be charged back to the unit owner found to be responsible. |

D: TENANCIES

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| Compliance | D 01. Pursuant to provisions set out in the declaration and the Act, tenants, their resident family members, guests and visitors shall be subject to and shall comply with the provisions of the Act, declaration, by-laws and rules of the Corporation which may be applicable from time to time. |
| Owner Liable | D 02. Any owner leasing a unit to a tenant or tenants shall not be relieved thereby from any of the owner's obligations with respect to the unit. |
| Common Expense | D 03. No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the owner is in default of payment of common expenses, in which case the tenant shall deduct from the rent otherwise payable to the owner, the owner's |

share of the common expenses and shall pay that amount to the Corporation, which amount shall be deemed to constitute payment toward rent under the lease, and the tenant shall not by reason only of such payment to the Corporation be in default of the tenant's obligation under the lease, as required by s. 87 of the Act. The tenant shall not be subject to any recourse by the unit owner pursuant to the *Tenant Protection Act*.

- Notification D 04. The owner shall deliver to the tenant a copy of the declaration, by-laws and rules of the Corporation at the time of entering into a lease of a unit. The owner shall forthwith notify the Corporation that the unit has been leased or that a lease of the unit has been terminated or renewed. The owner shall provide the Corporation with the tenant's name and owner's address, together with a copy of the lease of the unit or a summary of the lease on the prescribed form, as required by s. 83 of the Act, so that the appropriate information can be inserted into the Corporation's Lease Record. Within seven (7) days of ceasing to rent his unit, or within seven (7) days of being notified that the tenant has vacated or abandoned the unit, the owner shall notify the Corporation in writing that the unit is no longer rented.
- File Forms D 05. A signed, dated copy of the "Resident's Information Form" (Schedule "A") as required by Rule A 01, together with the Summary of Lease (Schedule "B") as required pursuant to s. 83 of the Act, all of which shall be duly completed, must be submitted by the owner to the Manager prior to occupancy of the unit by a tenant, failing which the Corporation may deny use of the parking or loading areas and access to the common elements by the tenant. In the event the owner fails to provide such documents to the Board prior to the commencement date of the tenancy, any person or persons intending to reside in the owner's unit shall be deemed to be a trespasser. Entry to or upon the common elements and use of any elevator by such person or persons may be expressly denied by the Corporation until such person(s) and the owner comply with the provisions set out in these Rules, the declaration and the Act.
- Tenancy Agreement D 06. As a guideline, the Corporation suggests, without liability, that the standard, current form of condominium tenancy agreement copyrighted by the Urban Development Institute or any other professionally recognized condominium lease under the *Tenant Protection Act*, be used as the minimum standard in leasing a unit, subject to such amendments as the owner and tenant may deem appropriate. No lease shall be for a period of less than six (6) months without the prior approval of the Board. No owner shall allow his tenant to sublet his unit to another tenant.
- Tenant's Insurance D 07. Tenants are strongly advised to obtain a tenant's condominium insurance policy from their insurance agent which covers personal possessions including any personal effects stored in any storage area or locker, in addition to any public liability insurance and other forms of tenant protection insurance (since a tenant and other Occupants are not protected by the Corporation's property insurance policy in the same manner as an owner).

- Inspections D 08. Prior to the commencement date of the tenancy, the owner shall provide access to the unit to the Corporation's Representative for the express purpose of inspecting the unit, including air conditioning/heating units, clothes dryer lint ducts, smoke detectors, CO2 detectors and plumbing hoses and fixtures, to ensure that the unit has been maintained in a good state of repair in accordance with the Act, declaration, rules, *Building Code* and *Fire Code* requirements, and the owner shall forthwith comply with any notice from the Corporation requiring the owner to effect any maintenance or repairs to the unit prior to the commencement of the tenancy. Neither the Corporation nor the Corporation's Representative shall be obligated to undertake any such inspection, nor shall they bear any liability with respect to any such inspection or failure to conduct any such inspection.
- Moving D 09. All tenants are required to comply with the Corporation's Moving and Service Elevator Rules identified in section E hereof.
- Termination of Lease D 10. In the event a tenant breaches a provision set out in the Act or the Corporation's declaration, by-laws or rules, the Corporation may make an application to the Superior Court of Justice under s. 134 of the Act for a compliance order and requesting an order terminating a lease upon contravention thereof.

E: MOVING AND SERVICE ELEVATOR

- Moving Agreement E 01. The Occupant shall reserve the service elevator at least two days prior to the specified moving date and time, as confirmed by the Manager, provided that the service elevator shall be made available on a first-come, first-served basis. A Moving Agreement in the form attached hereto as Schedule "C", as may be amended from time to time, must be completed and signed by the owner and/or tenant of a unit and a security deposit in a reasonable amount to be determined by the Board from time to time must be provided to the Manager before a new Occupant assumes occupancy of a unit or vacates a unit or in the event of any other major move of bulky items. The Manager or superintendent shall be entitled to use their discretion to permit Occupants to use the designated service elevator to move small loads of one or more bulky items. Each owner and tenant shall complete Schedules "A" and "B" as required by Rule D 05 hereof and shall comply with each of the rules pertaining to Tenants.
- Bulky Item E 02. A bulky item shall consist of any furniture, appliance, equipment, household effects, construction materials or any other kind of goods, materials, chattels or items of any nature or kind which exceed 1 metre in height, length or width, any item weighing in excess of 100 lbs., or any liquid, chemical, combustible, explosive, dangerous or hazardous product of any nature or kind other than those normally designated for household use in small containers and quantities. No combustible, explosive, dangerous or hazardous product of any nature or kind shall be transported through the common elements except with the prior written consent of the Manager and in

accordance with all requirements of WHIMIS and the *Occupational Health and Safety Act*.

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| Service Elevator | E 03. | No person shall place any bulky item in any elevator other than a designated service elevator. Prior to transportation of any bulky item from the move-in room, approved elevator pads must be properly installed in the service elevator. All bulky items shall be transported only in accordance with provisions set out in these Rules applicable to moving and the service elevator. All bulky items must be transported only through a designated loading area, move-in room and service elevator. No bulky item shall be transported through the main lobby of the Corporation. The Occupant shall not permit blockage of any corridor, lobby, elevator or other portions of the common elements by any bulky item, persons or other items. |
| Inspection | E 04. | Prior to use of the service elevator, the Occupant shall attend with the Manager or other representative of the Corporation at the service elevator and upon the other portions of the common elements between the loading area, moving room, service elevator and the destination unit in order to complete an initial Inspection Report in the form attached to and forming part of these Rules as Schedule "D". Immediately upon completion of transportation of the bulky item, the Occupant shall attend with the designated representative of the Corporation to complete a final inspection of the service elevator and pertinent portions of the common elements, whereupon they shall complete the final Inspection Report. In the event the Occupant fails to appear within 30 minutes after completion of transportation of the bulky item, the designated representative of the Corporation shall thereafter complete the final Inspection Report and such representative's noted comments shall be deemed to be accurate and binding upon the Occupant. |
| Reservation | E 05. | The service elevator is available for use during the reservation hours of 9:00 a.m. to 9:00 p.m. daily, but shall not be used during any other hours except with the consent of the Manager or superintendent, determined in their sole discretion. Moving is not permitted on Sundays or statutory holidays. |
| Compliance | E 06. | The Occupant of a unit shall ensure compliance by each Occupant or any other person, firm or corporation responsible for delivery of a bulky item to comply with all requirements of these Moving and Service Elevator Rules, the provisions of the declaration, by-laws and rules of the Corporation and all other federal, provincial, municipal or other public ordinances, laws, by-laws and regulations, in connection with any aspect of use of an elevator or the transportation of a bulky item on the common elements of the Corporation. |
| Return Keys | E 07. | Any Occupant moving out of the unit shall return to the Manager all building keys, parking stickers and pass cards/key(s) which constitute the property of the Corporation. |
| No Liability | E 08. | The Corporation shall not be liable for any items lost, damaged, destroyed or stolen from any of the common elements or for any injury, illness, accident, or death pertaining to use by the Occupant, delivery persons or others for whom the Occupant |

is responsible of the service elevator or other common areas of the Corporation. The Corporation and the Corporation's Representatives shall not be held liable for any loss, costs or damages of any kind pertaining to any delay in availability of the loading area, move-in room, service elevator, corridors, facilities or any other common elements or facilities of the Corporation.

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| Avoid Damage | E 09. Occupants shall ensure that upon completion of delivery of any bulky item, the service elevator, loading area, move-in room, lobbies, corridors, floors, walls, ceilings, light fixtures, systems, doors, windows or any other part of the common elements are free of any damage, loss, defect, requirements for cleaning, maintenance, repair or replacement or expense caused by the Occupant or those for whom the Occupant is responsible. Occupants shall ensure that all such areas are left in a clean and broom swept condition, free of any spots, stains or defects of any nature or kind arising from such delivery. All empty boxes, moving cartons and debris shall be dismantled and removed immediately from the common elements. No garbage, refuse or debris shall be left in any common area after a delivery has been completed. |
| Cleaning | E 10. In the event any common elements, assets or units of the Corporation require cleaning, repair or replacement as a result of damage caused by the Occupant or those for whom the Occupant is responsible, they shall be cleaned, repaired or replaced to a first-class quality standard in a good and worker-like manner using first-class quality labour and materials matching existing finishes. The Corporation shall be entitled to charge standard hourly rates for the cost of labour of the Corporation's Representatives, together with the cost of materials; alternatively the Occupant shall pay the Corporation the cost of labour and materials provided by independent contractors in addition to an administration charge of 15% thereof. |
| Damage Liability | E 11. Where damage to the loading area, moving room, service elevator, hallways or any part of the common elements has been caused by the moving of any item into or out of a unit, the party responsible for such damage, the applicable Occupant and the owner shall be jointly and severally liable to the Corporation for the cost of cleaning, maintenance and repairs over and above the security deposit amount. Such costs shall be assessed by the Manager as soon as possible following the move and the Manager's decision in this regard shall be final and binding, subject to appeal to the Board. |
| Delivery Vans | <p>E 12. All moving vans and delivery vehicles are required to register the following information with the Corporation's representative prior to any delivery or removal of any item from a unit or the common elements:</p> <ul style="list-style-type: none"> i) driver's name, company and vehicle licence number; ii) name of owner and/or resident, unit number and building address; iii) arrival and departure time; iv) description of the size and nature of the item delivered or removed. |

F: GARBAGE DISPOSAL

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| Disposal | F 01. No Occupant shall place, leave or permit to be placed or left in or upon any portion of the common elements (including any exclusive use common elements), or upon municipally or privately-owned lands adjacent to the property, any debris, refuse or garbage ("Garbage"). Occupants shall promptly remove any Garbage from the Occupant's unit and shall directly carry or place same in any area designated by the Corporation as a central garbage depository. |
| Hours | F 02. Hours for disposing of garbage or recyclables in designated depository areas are between 8:00 a.m. to 10:00 p.m. Monday through Sunday. |
| Bag | F 03. Garbage shall be securely wrapped and tied in a strong plastic bag weighing not more than 10 pounds per bag. |
| Recyclables | F 04. All recyclable materials shall be separated and disposed of in accordance with the recycling guidelines established by building management from time to time. |
| Hazardous | F 05. No flammable, combustible, explosive, dangerous or hazardous liquids, chemicals or materials shall be placed in or around designated depository areas, but shall be disposed of safely and in accordance with the requirements of WHIMIS, the <i>Occupational Health and Safety Act</i> and the <i>Environmental Protection Act</i> , and all applicable procedures, packaging and disposal methods and at designated locations. |
| Bulky | F 06. Packing cartons, crates, used furniture, appliances and other bulky objects must be removed and delivered to the designated area no earlier than 24 hours prior to the arranged pick-up time. The delivery, removal or placement of such items is the sole responsibility of the owner of the items. It is the responsibility of the owner of such items to arrange for the pick-up of such items with the municipal bulk garbage disposal unit. The Corporation and the Board shall not be liable for any injury to any person or persons, or for any damage to any property as a result of the delivery, removal or placement of such items. |
| Compliance | F 07. Occupants shall comply with any regulations passed by the Board pertaining to requirements for compliance with any legislation, regulation, by-law or edict of any public authority pertaining to source-separation of wastes, recycling and sorting requirements as may be applicable in the municipality from time to time. In order to reduce waste, Occupants are encouraged to reduce, reuse and recycle whenever possible. |
| Refrigerators | F 08. No Occupant may dispose of a refrigerator, freezer, air-conditioner or other appliance containing chlorofluorocarbons or related chemicals except after being dismantled, drained of chemicals and tagged by a certified person who has an Ozone Depletion Prevention Card. Only such a certified person may repair or recharge any such leaking appliance. Occupants must dispose of such appliances in accordance |

with paragraph E 06. Refrigerator, stove and freezer doors must be removed before disposal.

G: FIRE SAFETY

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| Fire Procedures | G 01. All Occupants shall comply with the Emergency Fire Procedures more particularly set out in Schedule "E" attached hereto as may be amended from time to time. |
| Risk Prevention | <p>G 02. No Occupant shall do or permit anything to be done, or bring or keep anything in any unit or on or around any of the common elements, which will in any way:</p> <ul style="list-style-type: none"> a) increase the risk of fire; b) increase the rate of fire insurance on any building or on the property kept therein or conflict with any insurance policy carried by the Corporation or by any Occupant; c) conflict with any law, regulation or by-law relating to fire prevention, fire safety, requirements of the City of Toronto Fire Department, the Ontario <i>Fire Code</i> or rules or ordinances of the Board of Health; |
| Disconnect Device | G 03. Disconnecting ensuite fire alarm(s), smoke detectors, carbon monoxide detectors, fire prevention equipment, annunciation speakers or automatic door closers is strictly prohibited and subject to fines pursuant to the <i>Fire Code</i> . |
| Lint Traps | G 04. 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, 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 Act. |

H: REPAIRS

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| Maintain Unit | H 01. Each owner shall maintain his or her unit and, subject to the provisions of the declaration and s. 123 of the Act, each owner shall repair his unit and all improvements and betterments made or acquired by an owner after damage, all at his or her own expense. |
| Damage | H 02. Each owner shall be responsible for all damage to any and all other units and to the common elements which are caused by the failure of the owner to maintain and repair his or her unit or which are caused by the negligence or wilful misconduct of its Occupants, save and except any such damage to any units and common elements to |

the extent the cost of required repairs may be recovered under any policy of insurance held by the Corporation.

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| Corporation
Repairs Unit | H 03. The Corporation shall make any repairs that an owner is obligated to make and which repairs unit he or she does not make within a reasonable time after written notice thereof, and in such event, an owner shall be deemed to have consented to having repairs done to his or her unit by the Corporation and the owner shall reimburse the Corporation in full for the costs of such repairs, including any and all legal or collection costs incurred by the Corporation in order to collect such costs, and all such sums of money shall bear interest at the rate set out in the Corporation's declaration or such other rate as the board may by resolution from time to time approve. The Corporation may collect all such sums of money in such installments as the Board may decide upon, which installments shall be added to monthly contributions toward the common expenses of such owner, after receipt of a notice from the Corporation with respect thereto. All such payments are deemed to be additional contributions toward to the owner's common expenses and shall be recoverable as such. |
| Alterations | H 04. No Occupant shall make or permit any structural change or alteration in or to his or her unit, including the removal and installation of a toilet, bathtub, washbasin, sink, heating, air-conditioning, plumbing or electrical installation contained in or forming part of his or her unit; or alter the exterior design or colour or any part of his or her unit where such change, alteration, decoration or painting is normally visible from the exterior thereof; or install any item upon the common elements or make any change to the common elements or an installation upon the common elements; or maintain, decorate, alter or repair any part of the common elements, except for maintenance of those parts of the common elements which the owner has the duty to maintain, without the prior consent in writing of the Board, which may attach any reasonable condition to its consent, or which may in its discretion withhold its consent. |
| Upgrades | H 05. Board approval for alterations which are clearly an upgrading or improvement to the unit shall not be unreasonably withheld, provided that the working drawings are submitted to the Board for approval, the trades person engaged to do such work is certified by the appropriate provincial authority and subject to any reasonable conditions required by the Board. |
| Repair Hours | H 06. All unit repairs and alterations shall be confined to the hours of 8:00 a.m. and 10:00 p.m. |

I: ELECTRICAL

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| Overloading | I 01. Occupants shall not overload existing electrical circuits. The building electrical systems shall be used in accordance with all laws, regulations, codes and standards applicable from time to time. |
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| CSA Appliances | I 02. | Each electrical appliance or equipment used in any unit shall be CSA approved, shall comply with all applicable laws, regulations, codes and standards and shall be operated and maintained in a good and safe operating condition in accordance with the requirements of its manual and specifications. |
| Alterations | I 03. | No electrical or television cable alterations within any unit, or within any partition, shared wall, or any other portion of the common elements, shall be made without the prior written approval of the Board. |
| Repairs | I 04. | Ensuite electrical repairs must be done by a qualified electrician and at the expense of the unit owner. Common element electrical repairs must be done by the Corporation's electrician. |
| Conserve Energy | I 05. | Occupants shall conserve electrical energy when feasible in order to reduce common expenses. When practicable, Occupants are encouraged to use heavy-load appliances such as washers, dryers, dishwashers, air conditioners and cooking appliances during off-peak hours to reduce peak-load electricity charges. Occupants shall turn off lights and appliances not in use, minimize consumption of heat and water, keep windows closed when ventilation is not required, minimize air conditioner use and settings, reduce excess humidity and turn down thermostats when going to sleep or when the unit is vacated. |

J: PLUMBING

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| Proper Use | J 01. | Toilets, sinks, and other water apparatus shall not be used for purposes other than those for which they were intended. Without limiting the generality of the foregoing, no sweepings, garbage, refuse, debris, hygiene products, cigar or cigarette butts, rubbish, rags or other substances or refuse materials shall be disposed of in toilets or any other drainage system or apparatus. |
| Repair Costs | J 02. | Repair costs arising from any damage to toilets or other water apparatus systems as a result of misuse, or from unreasonable use, shall be borne by the Occupant. |
| Flooding | J 03. | Owners and tenants shall be jointly and severally liable for the cost of rectifying flooding, fire, smoke or any other damage originating in the unit up to the amount of the Corporation's insurance deductible, subject to the provisions of the Act and any by-law of the Corporation. Occupants shall prevent flooding arising from plumbing failures or water overflows from bathtubs, toilets, sinks, washing machines, dishwashers, hoses, pipes, taps, valves and other plumbing components within a unit. |
| Alterations | J 04. | No plumbing alterations within any unit, or within any partitions, load-bearing or shared wall, or any other portion of the common elements, shall be made without the prior written approval of the Board and shall be approved and performed in accordance with the Act and all other applicable laws and standards. |

- Hoses J 05. Occupants shall use only high-pressure hoses to connect dishwashers and washing machines to the Corporation's plumbing system. All appliances connected to the Corporation's plumbing system must be equipped with 180 PSI pressure hoses. Occupants must inspect hoses at least annually and replace any worn hose when necessary.
- Taps J 06. Occupants shall be responsible for the repair and replacement of any dripping taps, using proper procedures and with the appropriate washers and replacement components to avoid unnecessary consumption of water. When replacing washers or other tap components, the valve must first be turned off. Valves and water pipes shall only be replaced by a qualified plumber.
- Conserve Water J 07. Water shall not be left running unless in actual use.

K: PARKING

- Fire Route K 01. Parking on any fire route is forbidden by law.
- Prohibited Areas K 02. Parking is prohibited in the following areas: entrance ways, driveways, sidewalks, delivery and service parking areas, and any other parts of the common elements except those areas designated for parking by Occupants, visitors or guests.
- Blocking K 03. No motor vehicle shall stand or be parked or stopped on any portion of the common elements so as to block access to any roadway, path, fire access route, door, any installation upon the common elements, and other vehicle or person or in such a manner as might hinder snow plowing or cleaning of the roadways and sidewalks.
- Signs K 04. Each Occupant, driver or owner of a motor vehicle shall fully comply with all posted signs, directions, speed limits and rules pertaining to driving or parking on the common elements.
- Speed K 05. No motor vehicle shall be driven on the common elements at a speed in excess of the posted speed limit.
- Driveway K 06. No motor vehicle shall be driven on the common elements except on a driveway.
- Stopping K 07. Motor vehicles without a driver, stopped or standing on a driveway are deemed to be parked and are subject to ticketing or towing. Stopping on a driveway is permitted for a period of not more than 5 minutes, provided access by other vehicles is not thereby prevented only to:
- i) drop off or pick up passengers;
 - ii) drop off parcels, shopping, food deliveries, etc.;
 - iii) use the intercom phone system.

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| Handicapped | K 08. The driver of a motor vehicle who drops off an elderly/handicapped/incapacitated person who requires assistance to a unit, may assist him or her, provided the motor vehicle does not block access by other vehicles, and the driver returns immediately to remove the vehicle from the driveway. |
| Repairs | K 09. No repairs shall be made to a motor vehicle either in a parking space or on the common elements, other than such repairs as are necessary to permit towing of the motor vehicle to a service station or other location off the common elements. A motor vehicle which is unlicensed or incapable of moving under its own power shall not be parked on the common elements or any parking space. |
| Garbage | K 10. Residue from the cleaning of the interior of a motor vehicle, such as ash tray debris or garbage must be disposed of in appropriate garbage containers and shall not be discarded otherwise. |
| Removal | K 11. The Corporation may require the owner or driver of any motor vehicle, conveyance, structure or thing parked, placed, stored, located or kept on the common elements to remove it forthwith. In the event it is found on the common elements after 1 hour after written notice thereof has been given to the owner or driver or after the Corporation has placed a written notice underneath the windshield wipers, the Corporation may arrange for the vehicle or thing to be ticketed, tagged and/or towed from the common elements. |
| Garage
Maintenance | K 12. Motor vehicles shall be removed by the owner thereof, or by the owner or lessee of a designated parking space, from any part of the underground parking garage during garage maintenance, cleaning or repairs, upon at least 24 hours prior notice given by the Corporation. |
| Towing | K 13. Any vehicle or thing found to be in contravention of any of the Parking Rules may be ticketed, tagged and/or towed from the common elements, including any designated parking space by a parking control officer, municipal police officer, or any of the Corporation's Representatives or any other agent authorized by the Corporation, and such vehicle or thing may be stored in a pound, whereupon the vehicle owner shall be responsible for all fines, costs and expenses whether pursuant to any municipal by-law, agreement, rule or regulation arising with respect to the costs of removal and storage of the vehicle, including, but not limited to, legal, towing and storage charges. |
| Indemnity | K 14. Neither the Corporation nor the Corporation's Representatives, a parking control officer, police officer, tow truck operator, pound operator, agent or authorized person involved in ticketing, tagging, towing, storing and/or dealing with a vehicle or thing shall be liable for any loss or damage howsoever caused to the vehicle or thing and any property contained therein or for any cost, expense or damages suffered by the owner of the vehicle or thing or by any other person arising as a result thereof, and each owner of a vehicle or thing who is in breach of any of the Parking Rules hereby releases and indemnifies such persons accordingly. |

- Derelict K 15. No person shall place, park or permit to be placed, or parked upon the common elements or in a parking unit any vehicle which, in the opinion of the Board or Manager, may pose a safety or security risk, remains unattended for a prolonged period of time, has a deteriorated physical condition, poor state of repair or unsightly appearance or constitutes a potential risk of damage to the property. Upon 72 hours written notice from the Board, or forthwith in the event of a potential emergency, the owner of such vehicle shall either remove or attend to the vehicle as directed by the Manager, in default of which the vehicle may be removed from the property at the expense of the owner. If a vehicle is left standing in a parking space or upon the common elements and is unregistered with the Corporation or unlicensed, the vehicle may be ticketed, tagged and/or towed away without notice and at the owner's expense.
- Prohibited Vehicles K 16. No camper van, vehicle with living, sleeping and/or eating facilities, recreational vehicle, truck larger than a half ton pick-up truck, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind (other than a private automobile, station wagon, van, pick-up truck, or motorcycle) shall be parked on any part of the common elements including the designated parking spaces. No commercial vehicle owned or operated by an Occupant shall be parked in on any part of the common elements unless it complies with each of the rules identified herein, and provided the Board has consented in writing to the parking of said vehicle on the Corporation's premises.
- Parking Space K 17. Persons shall only park motor vehicles in a designated parking space and no portion of a vehicle should extend beyond the boundaries of the parking space. Only one motor vehicle shall be parked in each parking space, provided that no more than 2 vehicles may be parked in a parking space designated as a tandem parking space.
- Designated Space K 18. No person(s) other than the owner of the designated unit as set forth in the declaration, or a permitted licensee, may own, lease, park upon or use an "exclusive use" parking space.
- Lessee K 19. No Occupant is permitted to sell, lease or dispose of his or her interest in or right or privilege of use of an exclusive use parking space, except in accordance with any requirements set out in the Corporation's declaration.
- Visitor Only K 20. No person shall park a vehicle on any visitor parking space unless that person is a visitor or guest of an Occupant. Occupants are not permitted to park their motor vehicles within any Visitors' Parking space.
- Visitors' Parking K 21. Visitors are permitted to park only in areas designated for Visitors' Parking. Visitors are not permitted to park in an Occupant's exclusive use parking area or other area on the common elements.
- First-come K 22. Visitors' Parking is available on a first-come, first-served basis.

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| Time Limits | K 23. Visitor parking is not permitted between the hours 2:00 a.m. and 7:00 a.m. except by special permit which shall be available from the Manager during normal office hours. Daytime visitor parking shall not exceed five (5) hours. Twenty-four (24) hour parking and extended-use parking passes are available by special permit only and shall be subject to specific limitations regarding length and frequency of use. The Board shall be entitled to limit the availability of extended-use parking passes which shall be available to Occupants for a reasonable fee. Parking exceptions may be allowed by special arrangement with the Manager. |
| Display Permits | K 24. Valid parking permits visibly displayed from the exterior of the windshield and located on the dashboard of a motor vehicle are required for all visitors. |
| Ticketing
and Towing | K 25. Unauthorized vehicles parked in the Visitors Parking area are subject to ticketing and/or towing. |
| Motorcycles | K 26. Motorcycles must have a valid license plate and be equipped with modern noise control devices so as not to disturb other Occupants. Motorcycles, mopeds, and bicycles shall be driven in a manner which does not obstruct traffic and shall be restricted to roadways. Motorcycles, mopeds, and bicycles shall not be driven on sidewalks, walkways or other areas designated for pedestrian use. |

L: INSURANCE

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| Insurance | L 01. It is recommended that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, should be obtained and maintained by such owner: <ul style="list-style-type: none"> i) insurance on any improvements or betterments to a unit made or acquired by the owner and for contents such as furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within the unit, and any other personal property or chattels belonging to the owner or Occupants stored elsewhere on the property, including an automobile, and for loss of use and occupancy of the unit in the event of damage, which policy of insurance shall contain a waiver of subrogation against the Corporation, the Corporation's Representatives, other owners and any members of their household, except for vehicle impact, arson and fraud; |
| Owner's Liability
Insurance | ii) public liability insurance covering any liability of the owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation; |
| Other Insurance | iii) such other forms of insurance coverage as may be referred to in a standard condominium owner's insurance policy or as may be recommended by the Occupant's insurance agent. |

M: COMMUNAL AREAS

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| 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

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| 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,

shall be borne and/or paid for in full by the owner and/or tenant thereof jointly and severally and may be recovered by the Corporation from them. Any such loss, damages or costs shall be added to the owner's contributions toward the common expenses and may be collected in the same manner as common expenses. By forewarning Occupants of these remedies, it is hoped that a congenial life style can be assured in our home environment and that Occupants can avoid incurring enforcement expenses.

P: REPEAL AND ENACTMENT

Repeal &
Enactment

P 01. The Board hereby repeals all other rules of the Corporation in force prior hereto and substitutes each of the superseding Rules set out herein, effective as of the date these Rules of the Corporation come into full force and effect.

Effective

P 02. The Board has passed and enacted these Rules of the Corporation at a meeting of the Board duly called and held on the 24th day of MARCH, 2004 in accordance with the requirements of s. 58 of the Act and have notified the owners of units of the Corporation accordingly. A copy of these Rules and a Notice of these Rules was forwarded to each of the owners on the 26th day of April, 2004. These Rules come into effect and are enforceable in accordance with their terms on the 27th day of MAY, 2004, provided that in the event more than 15% of the owners of the Corporation who are entitled to vote requisition a meeting of owners in accordance with s. 46 of the Act, in order to approve, reject or amend any of these Rules, the Rules shall take effect and become enforceable only when approved or amended at the requisition meeting.

SIGNED on behalf of the Board of Directors of the Corporation on this 23rd day of April, 2004.

Brian J. Smith
President -

Patrick Young
Secretary -

SECTION 2

INSTRUCTIONS TO HIGH-RISE OCCUPANTS ON FIRE PROCEDURES

The building is equipped with a two stage fire alarm system. There are two alarm sounds you will hear through the speakers:

- 1) An evacuation alarm[continuous signal]
- 2) An alert alarm[intermittent signal]

The following instructions will assist you in the event of an emergency. Take the time to read them and familiarise yourself with the location of the exit stairwells and pull stations.

IF YOU DISCOVER FIRE:

1. Leave the fire area.
2. Close all doors behind you.
3. Activate the Fire Alarm, by using pull stations.
4. Use exit stairwells to go down to the ground floor level and leave the building immediately.
5. Telephone the City Of Toronto Fire Services from a safe place by dialing 911 (never assume this has been done.) Know the correct address and location of the fire in the building.
6. Do NOT use elevators.
7. Do NOT return until it is declared safe to do so by a Fire Dept. Official.

IF HEAR THE ALERT FIRE ALARM TONE

1. Standby and prepare to leave the building.
2. Listen for instructions or information which may be given by authorized personnel over the voice communication system.

IF YOU HEAR THE EVACUATION FIRE ALARM TONE

1. Before opening the door, feel knob for heat. If not hot, brace yourself against door and open slightly. If you feel air pressure or hot draft, close the door quickly.
2. If you find no fire or smoke in the corridor, close door behind you, take suite key and leave by nearest exit.
3. Do not use elevators.
4. If you encounter smoke in the corridor or stairwell, consider taking an alternative exit where it may be clear, or return to your suite.
5. Listen for instructions or information which may be given by authorized personnel over the voice communication system.
6. If instructions indicate or situation warrants that an evacuation is necessary, then take suite key, close door behind you and leave by the nearest exit. If you encounter smoke in the corridor or, stairwell, consider taking an alternate exit or return to your suite.

If you cannot leave your suite or have returned to it because of fire or heavy smoke, remain in your suite, and *if you choose you may silence your alarm speaker[for 10 minutes] by depressing the silence button. If a voice announcement is made during the 10 minutes, then the silencing feature is cancelled.*

1. Close the door.
2. Unlock door for possible entry of fire fighters.
3. Dial 911 and tell the City Of Toronto Fire Service where you are, then signal to fire fighters by waving a sheet from a window.
4. Seal all cracks where smoke may get in by using wet towels or sheets or masking tape.
5. Crouch low to the floor if smoke comes into the room.
6. Move to the most protected room and partially open a window for air (close window if smoke comes in).
7. Wait to be rescued. Remain calm. Do not jump.
8. Listen for instructions or information which may be given by authorized personnel over voice communication system.

FIRE EXTINGUISHMENT, CONTROL OR CONFINEMENT

This is primarily the responsibility of the Fire Services. The production of toxic fumes in buildings makes fire fighting potentially dangerous, particularly if a large amount of smoke is being generated.

Only after ensuring that the alarm has been raised and the Fire Services notified should an experienced person(familiar with extinguisher operation) attempt to extinguish a small fire. This must be a voluntary act. If the fire cannot be easily extinguished with the use of a portable fire extinguisher, leave the area and confine the fire by closing the door.

EMERGENCY PROCEDURES

The actions to be taken by occupants in emergency situations are posted on each floor at: Pull Stations/elevator lobby, or exit locations.

IN CASE OF FIRE

UPON DISCOVERY OF FIRE

LEAVE FIRE AREA IMMEDIATELY AND CLOSE DOORS.
SOUND FIRE ALARM.
LEAVE BUILDING VIA NEAREST EXIT.
CALL THE TORONTO FIRE SERVICES BY DIALING 911.

DO NOT USE ELEVATORS

UPON HEARING FIRE ALARM

IF CONTINUOUS SIGNAL-LEAVE BUILDING VIA NEAREST EXIT.
IF INTERMITTENT SIGNAL-STAND BY AND PREPARE TO LEAVE THE BUILDING.

CAUTION

IF YOU ENCOUNTER SMOKE IN THE STAIRWAY, USE ALTERNATE EXIT
IF SMOKE IS HEAVY IN THE CORRIDOR IT MAY BE SAFER TO
STAY IN YOUR AREA.
CLOSE DOOR AND PLACE A WET TOWEL AT THE BASE OF THE DOOR.

REMAIN CALM