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# York Region Condominium Corporation #741

# Rules

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# RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS FOR YORK REGION CONDOMINIUM CORPORATION NO. 741 (the "Corporation")

## INTRODUCTION

The *Condominium Act, 1998* (the "**Act**") and the Corporation's Declaration, By-laws and Rules (hereinafter referred to, collectively, as the Corporation's "**Governing Documents**"), of which every Owner and/or Resident receives a copy, contain an appropriate regime designed to assist the Corporation to operate in a responsible manner, in the best interests of the majority of Owners and/or Residents. The Act authorizes the Board of Directors to introduce additional Rules for the same purpose.

"**Owner**" shall mean "**Owner**" as defined in the Act. For purposes of compliance with the Act and the Corporation's Governing Documents, Owners shall include any Resident of the Owner's unit, any person, animal or thing for which the Owner is responsible, including but not limited to any visitor, employee or agent of the Owner or Resident. The term "Resident" shall mean anyone who is authorized to reside in a dwelling unit within the Corporation, including, but not limited to, an Owner who resides in his/her dwelling unit, a tenant of a dwelling unit and anyone who is permitted to reside in a dwelling unit for any period of time by the Owner or tenant of a unit.

"**Board of Directors**" and/or "**Board**" shall mean the Board of Directors of the Corporation elected pursuant to the provisions of the Act. When used herein, the term "Board" shall include the Property Manager and anyone with the authority of the Board, as applicable.

"**Property Manager**" and/or "**Management**" shall mean the individual or company appointed by the Corporation to manage the property and assets of the Corporation, or any agent or employee thereof. If the Corporation is self-managed, the term "Property Manager" and/or "Management" shall mean the Board member(s) who performs that function.

All Owners and/or Residents should be familiar with the Corporation's Governing Documents, particularly the Rules which establish the "dos and don'ts" to ensure the maximum comfort and enjoyment of all Owners and/or Residents.

**If a Rule requires an Owner and/or a Resident to obtain the approval of the Board of Directors or the Corporation, the approval <u>must be in writing</u>, approved by resolution at a meeting of the Board of Directors and signed by a member of the Board of Directors.**

The Property Manager, to whom infractions of the Rules should be reported, has the full support of the Board of Directors in enforcing the Rules. The co-operation of all Owners and/or Residents in this regard is required.

Any Owner/Resident who does not comply with the Act and the Governing Documents may be prohibited from using the common element facilities of the Corporation and the Dynasty Recreation Centre and its facilities. Use of the Dynasty Recreation Centre is governed by the Rules of the Dynasty Shared Facilities including the Dynasty Recreation Centre (the "DRC Rules").

The following Corporation Rules together with the DRC Rules and the Corporation's other Governing Documents must be adhered to by all Owners and/or Residents.

The terms used herein shall have the same meaning as the terms in the Act.

Some of the matters contained in these Rules are also contained in the Corporation's Declaration or By-laws and are included here for information purposes.

## 1. ENFORCEMENT AND LIABILITY

1.1 The Rules of the Corporation shall be enforced in accordance with the terms of the Act and the Corporation's Governing Documents and upon any further terms as the Board may deem advisable, in its sole discretion, acting reasonably, from time to time.

1.2 Failure to comply with any legislation in force from time to time, whether federal, provincial or municipal, which is applicable to the property and the Owners and/or Residents, is deemed a breach of these Rules.

1.3 Should the Corporation use the oppression remedy against any Owner and/or Resident as provided for in the Act to protect the Corporation, its agents and employees and other Owners and/or Residents, it shall constitute an enforcement under the Act.

1.4 Any and all losses, costs or damages, including, but not limited to, all legal fees, disbursements and taxes, incurred by the Corporation by reason of a breach of the Act and/or any provision in the Corporation's Governing Documents in force from time to time, by any Owner and/or Resident, or any person, thing or pet for whom or for which the Owner and/or Resident is responsible, shall be borne and/or paid for by the Owner and/or Resident and may be fully recovered by the Corporation against the Owner in the same manner as common expenses or as may be provided in the Act or in any other lawful manner (including an order of the Court or arbitrator directing compliance as provided for in the Act). Notwithstanding the foregoing, each Owner is ultimately liable to cover all costs incurred by the Corporation for any Resident and/or those persons or things for which the Owner is responsible.

1.5 **The Corporation endeavours to protect the personal property of Owners and/or Residents, however, the Corporation, its directors, officers, employees or agents are not liable whatsoever for any damages, costs or expenses howsoever caused with respect to any personal property of the Owners and/or Residents, including, without limitation, motor vehicles, bicycles and attachments or any other personal property of the Owners and/or Residents located within the units, parking garage, storage lockers and/or on the common elements.**

1.6 Any reference herein to a fee to be charged by the Corporation may be changed from time to time by the Board of Directors, acting reasonably.

1.7 No one shall, upon reasonable notice, deny entry to his or her unit to the Corporation or any person authorized by the Corporation and/or Board to perform the objects and duties of the Corporation.

## 2. HARASSMENT AND INTERFERENCE

2.1 No one shall act in a manner that is deemed by the Board or Management to be unmanageable, rude, disruptive, aggressive, abusive, anti-social, threatening or harassing in nature towards any Board members, Property Manager, employees, agents, invitees or contractors of the Corporation or Management, Owners and/or Residents.

2.2 No one shall interfere with, hinder or impede the Board, Management or either of their employees or agents from carrying out their duties and obligations pursuant to the Act, the Corporation's Governing Documents and/or any agreement to which the Corporation is a party.

2.3 The Corporation has adopted, as a rule of the Corporation, the Workplace Violence Prevention Policy and Workplace Discrimination and Harassment Prevention Policy, is attached hereto as Schedule "A". No one shall contravene the Workplace Violence Prevention Policy and Workplace Discrimination and Harassment Prevention Policy.

## 3. NOISE AND DISTURBANCES

3.1 No one shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the Board of Directors or the Property Manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other Owners and/or Residents.

3.2 No repairs and/or renovations or any other related activity which creates noise or disturbs in any way other Owners and/or Residents will be permitted except between the hours of 9:00 a.m. to 5:00 p.m., Monday through Saturday. **No repairs and/or renovations shall take place on Sundays and statutory holidays.**

3.3 No radios, iPods, laptops, portable video games, DVD players and similar devices shall be used by Owners and/or Residents in or on the common areas except with earphones and at a volume which no other person can hear, unless specifically provided to the contrary in these Rules.

3.4 **No excessive noise is permitted at all between the hours of 11:00 p.m. and 6:00 a.m. any day of the week.**

3.5 If the Corporation receives complaints about noise emanating from a unit, the Board may, after being reasonably satisfied with the legitimacy of the complaints, require the Owner and/or Resident to take steps to eliminate the noise or nuisance. Owners and/or Residents will take whatever steps are requested by the Corporation, acting reasonably, to eliminate the noise or nuisance at the Owner's sole cost and expense.

## 4. EMERGENCY PROCEDURES

4.1 In the event of any occurrence which requires emergency repair and/or cleanup and/or removal of items from a unit so that the Corporation can carry out required repairs, or prevent damage to property, where an Owner and/or Resident is not available to remove his/her personal belongings and/or upgrades, betterments or improvements and/or refuses to do so immediately, the Corporation shall, as part of its obligations to maintain and repair the common elements of the Corporation and to mitigate damage where possible, remove from a unit the Owner's and/or Resident's personal belongings, upgrades, betterments and/or improvements that are required to be removed for that purpose, or for the protection of the items themselves. All costs incurred by the Corporation will be recovered from the individual responsible and/or the Owner of the Unit and any costs incurred shall be recoverable in accordance with Rule 1.4.

4.2 In the event of any occurrence where hazardous substances may be involved which may pose a health risk to Owners and/or Residents, and emergency repair and/or clean up and removal of items from the unit is required so that the Corporation can carry out repairs, or prevent damage to property, the Corporation, not the Owner or Resident shall, as part of its obligations to maintain and repair the common elements of the Corporation and to mitigate damage where possible, remove from a unit the Owner's and/or Resident's personal belongings, upgrades, betterments and/or improvements that are required to be removed for that purpose, or for the protection of the items themselves. All costs incurred by the Corporation will be recovered from the individual responsible and/or the Owner of the unit and any costs incurred shall be recoverable in accordance with Rule 1.4.

4.3 In the event of any hoarding in a unit which may pose a health or risk of personal injury to Owners and/or Residents or potential risk of damage to the property or assets of the Corporation and the Owners and/or Residents fail to clean up and remove items upon notice to do so, the Corporation may enter the unit to complete the work necessary to carry out these obligations on behalf of the Owners and/or Residents. All costs incurred by the Corporation will be recovered from the Owner and/or the Resident of the unit in which the Owner and/or Resident reside, and any costs insured shall be recoverable in accordance with Rule 1.4.

## 5. KEYS

5.1 The Corporation shall supply all locks and keys to unit entry doors using the standard lock system implemented by the Corporation. **No one, including without limitation, outside locksmiths, may change or add a lock or re-key a lock to a unit entry door.**

5.2 If a lock and/or key is replaced, changed and/or added in violation of these Rules, the Corporation will replace and/or remove such lock(s) with a lock/key of the Corporation's standard lock system and all costs will be charged back to the Owner and/or Resident of the unit and shall be recoverable in accordance with Rule 1.4.

5.3 Owners and/or Residents taking occupancy of a unit **must** register with the Property Manager or the authorized agent of the Corporation prior to moving in and upon completion of an Owner/Resident Information Form (Schedule "B") and upon sufficient proof that he/she is entitled to occupy the unit which, in the Resident's case, shall be satisfied by a letter of authority from the Owner, the Property Manager or the authorized agent of the Corporation shall release the non-duplicable keys and entry fobs to the common elements.

5.4 Requests by Owners and/or Residents to change the lock/key to his/her unit entry door shall be made to Management and the Owner and/or Resident shall be responsible for all costs incurred by the Corporation to replace the lock/key.

5.5 Owners and/or Residents **must** notify the Property Manager or the authorized agent of the Corporation immediately of any lost key, key fob or access card used to enter the building or any of the common elements. All costs incurred by the Corporation to replace a lost key, key fob or access card shall be paid for by the Owner and/or Resident.

## 6. FIRE

6.1 No one shall do or permit anything to be done in a unit, or bring or keep anything in a unit or on the common elements and/or exclusive use balconies/patios/terraces, which will in any way increase the risk of fire or the rate of fire insurance premiums on any building or on property kept therein, or obstruct or interfere with the rights of Owners and/or Residents, or in any way injure or annoy them, or conflict with the regulations of the relevant fire department or with any insurance policy carried by the Corporation or conflict with any ordinances of the local board of health or with any municipal by-laws or any provincial or federal statute or regulation.

6.2 Smoking is not permitted in the common elements, including, without limitation, halls, elevators, stairwells, lobbies and garage and within 9 meters (29.5 feet) of the exterior of the building, with the exception of Residents who wish to smoke on their exclusive-use balconies/patios/terraces.

6.3 No natural Christmas trees or any parts thereof are permitted in the building.

6.4 No one shall overload existing electrical circuits.

6.5 No stores of coal, propane gas or any combustible or offensive goods, provisions or materials shall be kept in the units or common elements and/or exclusive use balconies/patios/terraces without the prior written consent of the Board. Offensive goods will be those judged to be offensive by the Property Manager or the Board of Directors in their sole discretion.

6.6 Fire routes must be kept clear at all time.

6.7 All Owners and/or Residents are required to maintain a regularly serviced fire extinguisher and smoke detector in their units.

6.8 All Owners and/or Residents are responsible for maintaining their unit's dryer vents which must be cleaned at least annually to prevent the build up of lint, which is a fire hazard.

6.9 No fireworks may be set off anywhere on the common elements, including exclusive use balconies/patios/terraces.

## 7. MOVING AND DELIVERIES

**(Also see Section 8. – OWNERS AND/OR RESIDENTS)**

7.1 No one shall move or receive a delivery of anything including but not limited to furniture, appliances, large boxes and equipment ("**Items**") or move Items from one floor to another or in or out of the building ("**Move**" or "**Delivery**") except through the rear recycle room doors of the building and by the elevator designated for such purpose by the Property Manager or the authorized agent of the Corporation and only after proper wall protection has been affixed by advance agreement with the Property Manager or the authorized agent of the Corporation.

7.2 Arrangements for using the elevator when carrying out a Move or Delivery **must be** made a minimum of seventy-two (72) hours in advance with the Property Manager or the authorized agent of the Corporation.

7.3 A Move or Delivery of any Items **must be** prearranged with the Property Manager or the authorized agent of the Corporation.

7.4 If carrying out a Move into the building or moving large items to or from a unit, a security deposit of Three Hundred Dollars ($300.00) payable to the Corporation is required and the security deposit will be returned if, after inspection, no damage has occurred and an Owner/Resident Information Form (Schedule "B") has been completed and submitted to the Property Manager or the authorized agent of the Corporation. When the Move is out of the building, a security deposit of Seven Hundred and Fifty Dollars ($750.00) payable to the Corporation is required and the security deposit will be returned if, after inspection, no damage has occurred and when all common element keys, fobs, access cards, parking decals and any bicycle identification tags, if any, are returned to the Property Manager or the authorized agent of the Corporation. All bookings of the designated elevator require a security deposit, payable to the Corporation at the time of reservation, and the Owner and/or Resident must complete the Elevator Reservation Agreement (Schedule "C"). If the elevator was booked for a Delivery or a Move that is a movement of large items, the security deposit will be returned if, after inspection, no damage has occurred. (See Schedule "C", Sections 7, 8 and 9.)

7.5 **Moves and Deliveries are restricted to Monday to Friday, between 9:00 a.m. and 5:00 p.m., and Saturday, between 9:00 a.m. and 12:00 p.m. (noon). No Moves are permitted on Sundays or statutory holidays, no exceptions.**

7.6 Movers and Deliveries must be adequately insured.

7.7 All Items must be taken directly from the elevator to the unit or from the unit to the elevator, as applicable. Nothing shall be placed or left, even temporarily, in the common elements.

7.8 No Items can be moved through or stored in the corridor inside the back door or the main lobby. **No Items of any type are allowed to be moved through the main lobby doors.**

7.9 Where damage to the elevator and/or any other part of the common elements has been caused by a Move or Delivery into or out of a unit and/or exclusive use common elements, the Owner shall be responsible to the Corporation for the cost of repairing any damage caused. The cost of repair shall be assessed by the Property Manager or the authorized agent of the Corporation as soon as possible after the Move, on the basis of quotations. The security deposit will be applied toward the repair costs. If the deposit amount is inadequate to cover the cost of the damage, all costs incurred by the Corporation will be recovered from the Owner of the unit and any costs incurred shall be recoverable in accordance with Rule 1.4.

## 8. OWNERS AND/OR RESIDENTS

8.1 Prior to moving into a unit and concurrent with the booking of an elevator for a Move or Delivery, each Owner and/or Resident shall complete an Owner/Resident Information Form (Schedule "B"). This information is kept totally confidential in a locked filing cabinet. This information is necessary for the safety and security of all Owners and/or Residents.

8.2 Any change to the information provided on the Owner/Resident Information Form must be reported immediately to the Property Manager.

8.3 Each residential unit shall be used as a single family dwelling unit or as set out in the corporation's declaration and for no other purpose.

8.4 No unit shall be used for any "transient" use, including, but without limiting its general meaning, any of the following:

(a) hotel or boarding or lodging house use; and

(b) the disposition of an Owner's or tenant's right to occupy the unit whereby the party or parties acquiring such interest or right is or are entitled to use or occupy the unit on a transient use basis or under any arrangement commonly known as time sharing.

8.5 For the purposes of the Rules, any "transient" use of the unit includes, but without limiting its general meaning, the use or occupancy of a unit for more than one (1) period of <u>less</u> than six (6) months in any particular period of twelve (12) consecutive months.

8.6 The initial term of any lease, sublease or right to occupy shall be for a period of not less than one (1) year, except where the Owner intends to complete a sale of the unit upon the expiry of a lease, in which case the lease may be for a term of less than one (1) year. All tenancies for units shall be in writing.

8.7 Where lease arrangements or rights to occupy are with a corporation, partnership or other business entity, as tenant or occupant, the Residents are to be considered along with the corporate tenant for purposes of these Rules and a change in the Residents residing in the unit shall be treated as a tenant or occupant taking possession of the unit pursuant to a new lease or right to occupy that must be in compliance with these Rules.

8.8 Within thirty (30) days of entering into a lease of a unit or a renewal thereof, or authorizing someone to occupy a unit, and in any event prior to the commencement of the tenancy, or before granting the right to occupy a unit to another person, the Owner shall provide:

(a) the tenant/occupant with copies of the Corporation's Governing Documents;

(b) the Corporation with the name of the tenant/occupant;

(c) the Corporation with the Owner's address for service of notices;

(d) the Corporation with a Summary of Lease the Form appended hereto; and

(e) such other information as Corporation may from time to time reasonably require.

8.9 Within twenty (20) days of ceasing to rent or occupy a unit or within twenty (20) days of being advised that the tenant or occupant has vacated or abandoned the unit, as the case may be, the Owner shall notify the Corporation in writing that the unit is no longer rented or occupied.

8.10 A unit which is subject to a lease may not be sublet by the tenant and the Owner may not consent to a sub-lease of a unit, unless the Owner complies with these Rules, with necessary modifications (i.e. as though references to "tenant" are references to "sub-tenant" and references to "lease" are references to "sub-lease", etc...).

8.11 A lease may not be assigned by a tenant and the Owner may not consent to an assignment of a lease, unless the Owner is in compliance with these Rules, with necessary modifications.

8.12 Any person who occupies a unit in breach of these Rules shall be deemed a trespasser and entry to or upon the common elements may be denied by the Corporation.

## 9. SUITES/UNITS

9.1 No one shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her unit or adjacent common elements. Owners and/or Residents shall immediately report to the Property Manager any incidents of pests, insects, vermin or rodents. Upon receipt of notice in writing, each Owner and/or Resident shall permit entry to his/her unit for the purpose of conducting pest control operations, including any spraying programs. Each Owner and/or Resident shall prepare the unit in the manner prescribed in the aforesaid notice and shall permit and facilitate entry into the unit by any authorized pest control personnel and shall co-operate in order to carry out the full extent of this Rule. Should the Owner and/or Resident refuse access to the unit, the Corporation or its authorized representative may enter the unit in accordance with Article 4 of these Rules.

9.2 No plumbing fixture and/or appliance shall be used for purposes other than those for which they were constructed. No items, including, but not limited to, sweepings, garbage, rubbish, rags or ashes, shall be thrown therein. Any damage resulting to them and/or pipes from misuse or from unusual or unreasonable use shall be borne by the Owner.

9.3 No water shall be left running unless in actual use.

9.4 No auction or "in house" garage sale shall be held in any unit.

9.5 No "Open House" is permitted to be held for the sale or lease of a unit, unless a licensed real estate agent is present. Private sale showings are limited to one showing at a time.

9.6 **No portion of a unit (other than the entire unit) shall be partitioned or divided.**

9.7 No additional audible security alarm system shall be installed within a unit other than those previously installed by the Corporation.

9.8 **No window, visible from the exterior, shall have a window covering that is other than white or off-white at all times.**

9.9 Each Owner is responsible to maintain and repair such part or parts of the plumbing, heating, air-conditioning and ventilating equipment which is for the sole benefit of his/her unit.

9.10 Each Owner is responsible to maintain and repair the hot and cold water service piping between the shut-off valve in the common elements and such Owner's unit boundary.

## 10. COMMON ELEMENTS AND BALCONIES/PATIOS/TERRACES

10.1 To ensure a uniform, clean appearance in the Corporation, nothing, including, but not limited to, doormats, benches and shoe racks, shall be placed on or adjacent to or outside the individual doorways in the common elements.

10.2 No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings and/or common elements and/or exclusive use balconies/patios/terraces whatsoever without the written consent of the Corporation.

10.3 To ensure a uniform external appearance, no awnings or shades shall be erected over and outside of the windows and no reflective or insulating materials or coverings may be placed on any window or door without the written consent of the Corporation.

10.4 Nothing shall be thrown out of the windows or doors. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door, or those parts of the common elements over which the Owner and/or Resident has exclusive use. No hanging or drying of clothes is allowed from windows or any part of the common elements, including on any balcony/patio/terrace or other exclusive use area.

10.5 No auction or garage sale shall be held on the common elements.

10.6 Save as otherwise provided or contemplated in the Declaration of the Corporation, the sidewalks, lobby passageways, walkways and driveways used in common shall not be obstructed or used for any purpose other than for ingress and egress to and from the units and/or the common elements.

10.7 No television antennae, satellite dish, aerial, tower or similar structure and appurtenances thereto shall be placed, erected on, installed or fastened to any unit or common elements, including exclusive use balconies/patios/terraces, except in connection with a common television cable or similar system supplying service to the entire building or with the written consent of the Corporation, which may be arbitrarily withheld.

10.8 Subject to Rule 10.9, nothing shall be placed, erected, installed, located, kept or maintained on the common elements and/or the exclusive use common elements without the written consent of the Corporation. Anything placed or installed in contravention of this Rule may be removed and stored by the Corporation or placed in warehouse storage with a company authorized to hold chattels in storage, all at the expense of the Owner and/or Resident.

10.9 Nothing other than seasonal furniture, being chairs, tables, lounges, weighted umbrellas, and movable seasonal planters is permitted on any balcony/patio/terrace or other exclusive use area, without written consent of the Corporation.

10.10 No one shall harm, mutilate, destroy, alter or litter the patios/terraces, privacy fences or any of the landscaping work on the property, including, but not limited to, grass, trees, shrubs, hedges, flowers or flower beds, nor shall anyone uproot existing plants, hedges, shrubs or trees, nor plant new shrubs, hedges or trees anywhere upon the common elements.

10.11 No food and beverage consumption is permitted in the common element hallways, elevators, stairwells and lobbies.

10.12 No storage of any goods or materials, including bicycles, is permitted on any balcony/patio/terrace or other exclusive use area. Bicycles must be stored in the ground floor storage lockers or those areas in the parking garage designated by the Corporation. (See Section 16 – Bicycles)

10.13 No one shall congregate in the lobby and/or adjacent common areas. No one shall use the lobby and/or common areas for any purpose which may interfere with the use and enjoyment of the property by Owners and/or Residents, including, but not limited to, canvassing, loitering, lounging or entertaining.

10.14 No objects and/or flower planters of any type are to be hung and/or affixed to the outside safety walls/railings of any balcony.

## 11. PETS

11.1 No animals, reptiles, rodents, livestock or fowl of any kind shall be permitted within any unit or common area, other than two (2) pets per dwelling unit, with the term "pet" being defined restrictively to include only:

(a) a canary, a budgie, or any other small bird that is kept in a cage at all times;

(b) a hamster, a gerbil, a guinea pig, a mouse or a rabbit that is kept in a cage at all times;

(c) one or more turtles that are kept in an enclosed container at all times;

(d) an aquarium of goldfish and/or tropical fish;

(e) a cat; and

(f) a dog (excluding pit bulls, Dobermans, mastiffs and any other similar breeds of dog that are customarily bred or trained as "guard dogs" or "attack dogs").

Notwithstanding the foregoing, only one (1) dog per dwelling unit is permitted. A "seeing eye" or other service animal is not considered a pet.

11.2 Notwithstanding Rule 11.1 above, any Resident with more than one (1) dog residing in his/her dwelling unit at the time of passing of these Rules is permitted to have such dogs continue residing in his/her dwelling unit provided that such dogs are registered in the Pet Registry maintained by the Property Manager within thirty (30) days of these Rules becoming effective. A Resident permitted to have more than one dog residing in his/her dwelling unit under this Rule shall not replace any permitted additional dog(s) and the one (1) dog per dwelling unit Rule will apply upon the permitted additional dog(s) no longer residing in the dwelling unit.

11.3 All pets must be registered in a Pet Register with the Property Manager or the authorized agent of the Corporation and current vaccination certificates must be available upon request.

11.4 No pet shall be allowed to roam under any circumstances in the public or common areas of the building.

11.5 When transporting a pet to and from the unit and to enter or exit the building, Owners and/or Residents must either carry the pet or hold it on a short leash.

11.6 **Pets may not be walked on the grounds around the building and are not permitted on the grounds except to enter or exit the building and premises.**

11.7 Pets may not be permitted to create any inconvenience, noise or disturbance or soiling on or about the premises.

11.8 No breeding of pets for sale is permitted.

11.9 Owners and/or Residents are responsible for any damages caused by their pets and the Owner of the unit in which the pet resides is liable for all costs and expenses incurred by the Corporation to repair such damage and any costs incurred shall be recoverable in accordance with Rule 1.4.

11.10 No pet that is deemed by Board of Directors, in its absolute discretion, to be a nuisance shall be kept by any Owner and/or Resident in a unit or in any other part of the property. Any Owner and/or Resident who keeps a pet that has been deemed a nuisance by the Board of Directors on the property or any part thereof shall, within two weeks of receipt of a written notice from the Property Manager or the authorized agent of the Corporation requesting the removal of the pet, permanently remove the pet from the property.

11.11 **When a pet pollutes the grounds or common areas, the Owner and/or Resident shall clean up after it**. If accidents happen inside the building, this must be reported to the Property Manager/Superintendent so that the area can be properly cleaned. Should an Owner and/or a Resident fail to clean up after his or her pet, the pet shall be deemed a nuisance and the Owner of the unit in which the pet resides will be charged a cleaning fee by the Corporation. All costs incurred by the Corporation will be recovered from the Owner and/or the Resident of the unit in which the Owner and/or Resident reside, and any costs incurred shall be recoverable in accordance with Rule 1.4.

11.12 **Owners and/or Residents with pets are required to "stoop and scoop" when their pets befoul the grounds. Pet waste is to be disposed of in a securely tied plastic bag and placed in the garbage chute, <u>not</u> recycle bins.**

## 12. PARKING

12.1 The term "parking space" shall mean either a parking unit in the Corporation's parking garage owned by an Owner, an exclusive use parking space or a space designated for use of an Owner and/or Resident, as applicable in the circumstances.

12.2 Each parking space shall be used and occupied only for motor vehicle parking purposes, in strict accordance with the Governing Documents in force from time to time, and without limiting any wider definition of the term "motor vehicle" as may be imposed by the Board from time to time, the term "motor vehicle" shall be restricted to a private passenger automobile, motorcycle, station wagon, mini-van or truck not exceeding 6 feet in height, and shall exclude any type of commercial vehicle, defined as all vehicles other than private passenger vehicles and such vehicles commonly used for personal use only, truck, trailer truck, trailer or recreational vehicle, as well as any van, motor home, boat and/or snowmobile (and such other vehicles as the Board may wish to exclude from the property from time to time).

12.3 **No machinery, equipment, boxes, storage containers, tires, combustible materials, fluids, vehicle batteries, bicycles or goods of any kind are permitted to be stored in any parking space or any other area of the Corporation's parking garage.**

12.4 No one shall lease or permit his/her parking space to be used by anyone but another Owner and/or Resident of the Corporation who actively resides in the building and the Owner and/or Resident must notify the Property Manager or the authorized agent of the Corporation of any agreement entitling someone other than the Owner and/or Resident to use the parking space.

12.5 No one shall sell or convey his/her parking space unless it is combined with the sale or conveyance of his/her residential unit. No one shall retain ownership of his/her parking space upon sale or conveyance of his/her residential unit. Should an Owner fail to comply with the foregoing, the Owner will be required to sell his/her parking space(s) to the Corporation within thirty (30) days of receiving written notice from the Board of Directions for a sum equal to the fair market value of the parking space(s) as determined by a qualified real estate appraiser chosen by the Corporation.

12.6 Any change to the information provided on the Owner/Resident Information Form (Schedule "B") must be reported immediately to the Property Manager or the authorized agent of the Corporation.

12.7 Every Owner and/or Resident shall park only in his/her parking space and only one motor vehicle is to be parked in each parking space, save and except for designated tandem parking spaces in which two motor vehicles may be parked.

12.8 Parked motor vehicles must not encroach on the common element driveways or adjacent parking spaces.

12.9 No motor vehicle may be parked on the surface roadways within the property. These roadways are designated fire routes. Any motor vehicle parked on these roadways will be tagged and/or towed away at the motor vehicle owner's expense and risk.

12.10 **No motor vehicle shall be driven in the Corporation's parking garage at a speed in excess of ten (10) km per hour.**

12.11 All motor vehicles in motion in the Corporation's parking garage must have their headlights on and must **not** sound horns.

12.12 No servicing, vacuuming, washing or repairs, including, but not limited to, change of oil or other lubricants, shall be made to any motor vehicle in a parking space or any other area of the Corporation's parking garage.

12.13 Owners and/or Residents with a parking space shall maintain the space in a clean and tidy condition including the elimination of oil or grease spills and where it is not done, the Corporation may have the parking space cleaned and charge the cost of the cleaning to the Owner and any costs incurred shall be recoverable in accordance with Rule 1.4.

12.14 No one shall park or use a motor vehicle in contravention of these Rules. If this should occur, the person is liable to be fined or have the motor vehicle towed away from the property in accordance with City by-laws. If this occurs, the Corporation, its directors, officers, employees or agents are not liable whatsoever for any damages, costs or expenses howsoever caused to the Owner and/or Resident or his/her motor vehicle.

12.15 No one shall place, leave, park or permit to be placed, left or parked in a parking space or anywhere in the Corporation's parking garage any motor vehicle which is unlicensed or in an undriveable condition and, in the opinion of the Board or Management, may pose a security or safety risk, caused either by its length of unattended stay, its physical condition or its potential damage to the property. Upon seventy-two (72) hours' written notice from the Corporation, the Owner and/or Resident of the vehicle will be required to attend to or remove the vehicle as the circumstances require as directed by the Property Manager. If the Owner and/or Resident fails to remove the vehicle, it will be removed by the Corporation and any costs incurred shall be recoverable in accordance with Rule 1.4.

12.16 The parking spaces shall be subject to a right-of-access over, along and upon the parking spaces at all times when necessary in favour of the Corporation, its servants, agents and employees for the purpose of access to and from mechanical, electrical and service areas and equipment and for garage cleaning and repairs.

12.17 All visitors that park overnight between 2:00 a.m. and 7:00 a.m. must make special arrangement for a parking permit with the Property Manager/Security. Permits will be issued for up to three (3) consecutive days only and permits must be prominently displayed in the windshield of the visitor's motor vehicle. An extension of the three (3) day limit must be approved by the Property Manager only. Application for extended parking must be made to the Property Manager. Any one vehicle will not be issued a parking permit more than twice in any month. Any violation will result in the motor vehicle being issued a municipal parking infraction ticket and/or towing at the motor vehicle owner's expense and risk.

12.18 **Parking in the Corporation's garage or on the visitor parking areas is entirely at the motor vehicle owner's risk. The Corporation is not responsible for theft, vandalism and damage to the motor vehicle and/or its contents no matter how caused.**

12.19 **Owners and /or Residents are not permitted to park in the visitor parking areas at any time whatsoever. Any violation will result in the motor vehicle being issued a municipal parking infraction ticket and/or towing at the motor vehicle owner's expense and risk.**

## 13. STORAGE LOCKERS

13.1 Storage lockers shall not be used to store anything that is perishable, a hazardous material or otherwise unsafe for storage. The term "hazardous material" shall mean any material defined by municipal, provincial or federal legislation as being hazardous and any flammable or combustible material, including, but not limited to, gasoline, natural gas, propane or butane, or any material deemed by the Corporation, in its sole and absolute discretion, to be hazardous. Anyone storing a perishable or unsafe object, or an object that gives off an objectionable odour, must remove it immediately from the storage locker upon receiving written notice from the Corporation/Board.

13.2 No item shall be stored at a height which is higher than the sprinkler heads to prevent damage to the sprinkler heads. No items are to be stored above the locker cages or on the common area floors of the storage locker room. These items will be removed.

13.3 All storage lockers are to be locked and Owners/Residents must supply their own locks.

13.4 Each storage locker may only be used by the Owner/Resident(s) of the unit in the building for which the storage locker has been designated.

13.5 No one shall litter in the storage locker room.

13.6 **Items stored in the storage lockers are entirely at the Owner's/Resident's risk. The Corporation is not responsible for theft, vandalism or damage to personal items stored in the storage lockers or storage room no matter how caused.**

## 14. RENOVATIONS TO UNITS AND/OR COMMON ELEMENTS

14.1 No wall, floor, door or window, toilet, bathtub, washbasin, or sink, heating, air-conditioning, plumbing or electrical equipment or kitchen cupboard and/or counter top(s) replacement shall be installed, removed, extended or otherwise altered in a unit, or to the common elements ("Work"), without the **prior written consent** of the Corporation; provided, however, that the provisions of this paragraph shall not require any Owner and/or Resident to obtain the written consent of the Corporation for the purpose of painting or wallpapering.

14.2 No Work that requires the written consent of the Corporation can be performed in a unit, to the common elements and/or to its exclusive use common elements until the Owner of the unit has completed and submitted to the Property Manager a Renovation Request Form (Schedule "D") and, if the Property Manager or the Board determines it is necessary, has entered into an agreement with the Corporation which governs the Work to be performed. The Owner must first submit the completed Renovation Request Form to the Property Manager for review. Once the Property Manager has reviewed the Renovation Request Form and the Property Manager is satisfied that the Owner has complied with any pre-approval requirements, the Renovation Request Form will then be submitted to the Board for review at the next scheduled regular monthly Board meeting. The agreement, if required, and all costs relating to the written consent will be the responsibility of the Owner. The Board may require payment of a security deposit before written consent is given.

14.3 In the interest of preserving and maintaining the common areas of the Corporation, particularly the elevators, carpets and walls, it is required that an Owner who has received written consent under Rule 14.1 above, notify the Property Manager or the authorized agent of the Corporation of any authorized Work to be done at least one week in advance, in order to provide for necessary preparations and precautions. The Owner will be responsible for any costs that may ensue to the Corporation or other Residents, resulting from the Work and any costs incurred shall be recoverable in accordance with Rule 1.4.

14.4 The contractor or workmen must remove off-site all construction debris from the building daily. **The Corporation is not responsible in any way for the removal of construction debris. Construction debris must not be disposed of down the garbage chutes and/or placed in the recycle bins. Owners are totally responsible for ensuring the removal of all construction debris from the building and property.** Owners must ensure that the common elements are kept clean and not damaged during renovations. Failure to do so, will result in the Owner being charge a cleaning and/or repair fee which is recoverable in accordance with Rule 1.4.

14.5 If there are any reasonable complaints from Owners and/or Residents that any Work carried out by anyone creates a noise or nuisance or the Owner and/or Resident is in breach of his/her obligations under the Act and the Corporation's Governing Documents, the Corporation may by written notice to the Owner and/or Resident, require the Owner and/or Resident to remedy the breach. If the Owner and/or Resident fails to remedy the breach, as required by the Board within the time specified, acting reasonably, in the written notice, any deposit submitted, if it has not been returned, shall be forfeited to the

Corporation and the Corporation may remedy the breach. If the deposit was adequate or it was returned to the Owner, the Owner will be responsible for any expenses and costs incurred by the Corporation and any costs incurred shall be recoverable in accordance with Rule 1.4.

14.6 If an Owner and/or Resident wants to install a hard surface floor such as hard wood, laminate or tiles instead of carpeting, the written consent of the Corporation must be obtained in accordance with Rule 14.2. The Owner and/or Resident will be required to install and maintain sound attenuation materials as approved by the Board of Directors so as to prevent any noise disturbance to surrounding units and will agree in writing to be responsible for all costs of installation, maintenance and repair of the hard surface floor and the sound attenuation materials and for the costs of damage caused to any portion of the common elements as a result of the installation of the hard surface flooring and sound attenuation materials.

14.7 Notwithstanding the Corporation's written consent to the installation of hard surface flooring, if the Corporation receives complaints about noise emanating from the unit, the Property Manager or the Board of Directors may, after being reasonably satisfied with the legitimacy of the complaints, require the Owner and/or Resident to install and maintain under padding and carpeting, sufficient to prevent any noise disturbance to surrounding units, which shall be in place and maintained on at least 85% of all floor surfaces in each room within the residential unit, except for the kitchen, bathrooms and closets. If the carpeting and under padding do not alleviate the noise complaints, the Owner agrees that he/she will take whatever steps are requested by the Corporation, acting reasonably, to eliminate the noise at the Owner's sole cost and expense. All costs incurred by the Corporation will be recovered from the Owner of the unit and any costs incurred shall be recoverable in accordance with Rule 1.4.

14.8 All Work, including, but not limited to, electrical and plumbing work, must be performed by duly licensed contractors. The Property Manager and/or Board may request copies of the contractor's licence prior to authorizing the Work.

14.9 **Any renovation work that will or likely will affect the structural elements of the building including but not limited to bearing walls, columns, beams, balconies, exterior windows and casements etc, is not permitted.** Notwithstanding the foregoing, the Corporation may approve any part of such work if it receives a stamped and signed written opinion from the professional engineer licensed to practice in the province of Ontario in the related engineering discipline, stating that the proposed work will not affect the structure, fabric and integrity of the building. All the costs for obtaining such opinion will be borne by the Owner. The Board of Directors may seek the second professional opinion from the engineer of its preference, at the Corporation's cost, and proceed with the approval or disapproval of the proposed renovations at its discretion.

14.10 **Any part of plumbing, telephone, cable TV and electrical renovations that will impact on other units and common elements must not be removed or altered in any way.**

14.11 **Any part of in-suite heating and air conditioning must not be removed, moved or altered in any way.**

## 15. GARBAGE/RECYCLING

15.1 Hours of use for the garbage disposal chutes and/or refuse room are 8:00 a.m. to 10:00 p.m. only.

15.2 All refuse is to be wrapped in plastic bags, securely tied and pushed down the chute.

15.3 All glass bottles/containers, plastic containers, paper products and other recyclable materials must be separated from regular garbage and disposed of by the Owner and/or Resident in the appropriate bins located on the ground floor recycle room.

15.4 All boxes or large articles that cannot reasonably be placed down the chute must be broken down and taken to the ground floor recycle room.

15.5 **Nothing shall be placed in any garbage chute which may result in blockage of the chute.**

15.6 **No flammable materials and/or liquids may be placed down the chute.**

15.7 **No garbage, boxes and/or other items are to be left on the garbage chute room floor.**

## 16. BICYCLES

16.1 Bicycles must be parked and/or stored in areas designated by the Corporation, currently the racks in the Corporation's parking garage, the rack on the island in front of the Corporation's entrance or in the Owner's/Resident's assigned storage locker.

16.2 Bicycles must not be parked or stored in a parking space or any part of the common areas not designated for bicycle storage.

16.3 **Bicycles are <u>not permitted</u> in the elevators.**

16.4 **When transporting a bicycle to and from the building, Owners/Residents must enter and exit the building using the recycle room (rear doors), <u>not</u> the lobby entrance doors.**

16.5 Any bicycles chained to or left by any trees, gardens, posts, rails, etc. will be removed and/or impounded at the bicycle owner's expense.

16.6 Bicycles are not permitted to be ridden in the hallways, lobby, parking garage or on the parking garage ramp.

## SCHEDULE "A"

## WORKPLACE VIOLENCE PREVENTION POLICY
## AND
## WORKPLACE DISCRIMINATION AND HARASSMENT PREVENTION POLICY APPENDED TO RULES REGARDING VIOLENCE, DISCRIMINATION AND HARASSMENT

### A. WORKPLACE VIOLENCE PREVENTION POLICY

1. Statement of Policy

York Region Condominium Corporation No. 741 (the "Corporation") is comprised of 174 Units and is located at 30 Harding Blvd. West, Richmond Hill, Ontario and is committed to the prevention of workplace violence and is ultimately responsible for the health and safety of all workers within its facilities. This includes the health and safety of the Corporation's employees and the employees of companies that provide services to the Corporation. The Corporation will take whatever steps are reasonable to protect its workers from workplace violence from all sources.

2. Definitions

Workplace violence is defined to be:

(a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;

(b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or

(c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the employee, in a workplace, that could cause physical injury to the worker.

3. Application of Policy

Violent behaviour in the workplace is unacceptable from anyone. This policy applies to all persons who may be in any workplace of the Corporation. This includes the Corporation's employees, employees of other companies that provide services to the Corporation, visitors, guests, current and prospective unit owners and residents. A workplace of the Corporation is any place at which workers of the Corporation work, including the units, common elements, as well as any shared facilities. Everyone in the workplace must be dedicated to preventing workplace violence. The management team, board members of self-managed corporations, supervisors and all other workers are expected to uphold this policy and will be held accountable by the Corporation for doing so.

4. Workplace Violence Prevention Program

The Corporation has developed a Workplace Violence Prevention Program that implements this Workplace Violence Prevention Policy. It includes:

(a) an assessment of the risk of workplace violence;

(b) measures and procedures to protect workers from workplace violence;

(c) a means of summoning immediate assistance in the event of a violent or potentially violent incident;

(d) a process for workers to report incidents or raise concerns of workplace violence;

(e) a process for investigating incidents of workplace violence; and

(f) periodic reassessment of the Corporation's Workplace Violence Prevention Policy and Workplace Violence Prevention Program.

The Corporation will ensure that this Workplace Violence Prevention Policy and the supporting Workplace Violence Prevention Program are implemented and maintained and that all workers and supervisors have the appropriate information and instruction to protect them and their co-workers from violence in the workplace.

5. Responsibility

All workers will adhere to this Workplace Violence Prevention Policy and the supporting Workplace Violence Prevention Program. The management team, board members of self-managed corporations and supervisors, if any, are responsible for ensuring that the measures and procedures set out in the Workplace Violence Prevention Program are followed by workers and that workers have the information they need to protect themselves and their co-workers from workplace violence.

Every worker must work in compliance with this Workplace Violence Prevention Policy and the supporting Workplace Violence Prevention Program. All workers are encouraged to raise any concerns about workplace violence and are required to report any violent incidents or threats of violence.

## B. WORKPLACE DISCRIMINATION AND HARASSMENT PREVENTION POLICY

1. Statement of Policy

The Corporation recognizes the dignity and worth of all persons and to that end believes in providing and maintaining a work environment in which all employees of the Corporation and employees of companies providing services to the Corporation, owners, residents, guests and visitors are free from workplace harassment.

2. Prohibited Discrimination and Harassment

First, the *Human Rights Code* provides that every person has the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability (the "prohibited grounds").

This provision means that there is a prohibition on any form of discrimination based upon a prohibited ground, save and except for differential treatment of a person that is for a reasonable and legitimate purpose (e.g. *bona fide* occupational requirement). Any form of wrongful discrimination is therefore prohibited including, but not limited to, the harassment of a person on the basis of one of the prohibited grounds.

Second, the *Human Rights Code* provides that every person who is an employee has a right to be free from harassment in the workplace because of sex by his or her employer or an agent of the employer or by another employee. The *Human Rights Code* also provides that every person has the right to be free from a sexual solicitation or advance made by a person in a position to grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that the solicitation or advance is unwelcome. The *Human Rights Code* also provides that every person has a right to be free from any reprisal or threat of reprisal for the rejection of any such sexual solicitation or advance.

Third, the *Occupational Health and Safety Act* prohibits any form of workplace harassment. It is not limited to harassment based upon prohibited grounds. It is a broader prohibition of harassment than that contained in the *Human Rights Code*.

3. Definitions

In order to understand the scope of this policy, it is necessary to set out the definitions of certain terms.

(a) "Workplace" for the Corporation's purposes means any place in York Region Condominium Corporation No. 741 or shared facilities, if any, where work-related activities are conducted.

(b) "Harassment" means engaging in a course of vexatious comment or conduct that is known, or ought reasonably to be known, to be unwelcome. It includes unwelcome, unwanted, offensive, or objectionable conduct that may have the effect of:

(i) creating an intimidating, hostile or offensive work environment;

(ii) interfering with an individual's work performance;

(iii) adversely affecting an individual's employment relationship; and/or

(iv) denying an individual dignity and respect.

Harassment may result from one incident or a series of incidents. It may be directed at a specific individual or group.

Examples of harassment, or discriminatory conduct which may constitute workplace harassment, include, but are not limited to:

(i) humiliating an employee of the Corporation or another employer's worker, in front of co-workers, owners, residents, visitors, guests or another employer's workers;

(ii) the making of any work-related decision (including matters of hiring, promotion, compensation, work assignments, evaluations, training or job security) on the basis of any of the prohibited grounds rather than on the basis of merit;

(iii) comments which are intended, or that ought reasonably to be known, to promote stereotyping of a person or persons on any of the prohibited grounds;

(iv) jokes or comments which draw attention, for example, to a person's disability, age, ethnic, racial, or religious background or affiliation or which draw attention to a person's gender or sexual orientation with the effect of undermining such a person's role in a professional or business environment or that by their nature are known or ought reasonably to be known to be embarrassing or offensive;

(v) derogatory remarks, verbal abuse or threats directed towards members of one gender or regarding the sexual orientation of an individual or individuals or with respect to the ethnic, racial or religious background or affiliation of an individual or group; and/or

(vi) bullying.

(c) "Sexual Harassment" is any unsolicited conduct, comment, or physical contact of a sexual nature that is unwelcome by the recipient. It includes, but is not limited to:

(i) any unwelcome sexual advances (oral, written or physical);

(ii) requests for sexual favours;

(iii) unwelcome sexual or gender related comments, innuendoes, remarks, jokes or taunts;

(iv) unnecessary physical contact such as patting, touching, pinching or hitting;

(v) displays of sexually degrading, offensive or derogatory material such as graffiti or pictures;

(vi) physical or sexual assault;

(vii) propositions of physical intimacy;

(viii) bragging about sexual prowess;

(ix) leering or inappropriate staring;

(x) inquiries or comments about a person's sex life or sexual behaviour; and/or

(xi) sexual jokes or stories causing embarrassment or offence, that are told or carried out after the person telling the story or joke has been advised that they are embarrassing or offensive or that by their very nature are known or ought reasonably to be known to be embarrassing or offensive.

4. Application of Policy

This policy applies to all employees of the Corporation and employees of companies that provide services to the Corporation, visitors, guests, current and prospective unit owners and residents. This policy covers all forms of discrimination or harassment prohibited under the *Human Rights Code* and the *Occupational Health and Safety Act*.

This policy applies not only during working time, but to and during any activities on or off the premises of the Corporation that could reasonably be associated with the workplace including work related social events.

5. Workplace Discrimination and Harassment Prevention Program

In order to implement this Workplace Discrimination and Harassment Prevention Policy, the Corporation has developed the following Workplace Discrimination and Harassment Prevention Program. That Program, as more fully set out in the Program documents:

(a) includes measures and procedures for workers to report incidents of workplace discrimination or harassment;

(b) sets out how the Corporation will investigate and deal with incidents and complaints of workplace discrimination and harassment; and

(c) sets out the information, instruction and training that will be provided to all the workers of the Corporation with respect to this policy and the supporting Workplace Discrimination and Harassment Prevention Program.

6. Responsibility

All workers are responsible for ensuring that discrimination and harassment are not tolerated in the workplace.

All workers when they become aware of any allegations or complaints of workplace discrimination or harassment are requested to promptly report those allegations or complaints to a manager, a supervisor, or other person as may be appropriate.

The management team, board members of self-managed corporations and supervisors are responsible for providing a work environment that is free from workplace discrimination and harassment. This responsibility includes actively promoting a positive, harassment and discrimination free, work environment.

7. Investigations of Discrimination or Harassment

All complaints, reports or allegations, formal and informal, of workplace discrimination and harassment will be investigated in accordance with the Workplace Discrimination and Harassment Prevention Program of the Corporation.

## C. GENERAL

1. Consequences

The Corporation, if the violator is an employee of the Corporation, has the sole responsibility and authority to determine the appropriate disciplinary action, if any, for a violation of the Workplace Violence Prevention Policy and/or the Workplace Discrimination and Harassment Prevention Policy. Disciplinary action for violations of these policies will take into consideration the nature and impact of the violation, and may include discipline from a verbal or written reprimand to termination of employment without notice or compensation. If the violator works for one of the Corporation's suppliers, the Corporation may require the supplier to take disciplinary action satisfactory to the Corporation before permitting the violator to provide further services to the Corporation on behalf of the supplier or may require the supplier to provide its goods/services via another employee or both. If the violator is a resident, guest or visitor, the Corporation may pursue any and all legal remedies necessary to protect workers from further harm, which may include the involvement of police, a cease and desist order and/or a restraining order. If any work is required to be performed by the Corporation in a unit where a violator resides, the Corporation may prohibit such violator from being present in the unit while such work or repairs is being completed.

Deliberate false accusations of workplace violence, discrimination or harassment are of an equally serious nature and will also result in disciplinary action up to and including termination of employment without notice or compensation. An unproven allegation of violence, discrimination or harassment does not mean that violence, harassment or discrimination did not occur or that there was a deliberate false allegation. It may simply mean that there was insufficient evidence to proceed or that even though the complainant may have genuinely believed that there was violence, discrimination or harassment, the investigation has not borne out the complaint.

2. Reprisals

Retaliation or reprisals are prohibited against any individual who has complained of workplace violence, discrimination or harassment under these policies, or has provided information regarding such a complaint. Any such retaliation or reprisal is subject to disciplinary action, up

to and including termination of employment without notice or compensation. If a complaint is made against one of the Corporation's suppliers and the supplier retaliates against the complainant, the Corporation may require the supplier to take disciplinary action satisfactory to the Corporation before permitting the violator to provide further services to the Corporation on behalf of the supplier, or may require that goods/services are provided through a different employee or both. Alleged retaliation or reprisals are subject to the same complaint procedures and penalties as complaints of discrimination and harassment.

3. Confidentiality

The Corporation recognizes that individuals may find it difficult to come forward with a complaint under this policy because of concerns of confidentiality. Therefore, all complaints concerning workplace violence or discrimination or harassment, as well as the names of parties involved, shall, to the degree possible, be treated as confidential. However, the Corporation's obligations, including the obligation to conduct an investigation into the alleged complaint may require limited disclosure. At the conclusion of each complaint process, all related documentation will be maintained for safe-keeping in a confidential manner in the management office or with the President of the Corporation's board of directors if the corporation is self-managed.

4. Complaints Against Third Parties

The Corporation recognizes that a worker may be subject to workplace violence, discrimination or harassment by co-workers, employees of other companies that provide services to the Corporation, current and prospective unit owners and residents, visitors, guests and by others who conduct business with the Corporation.

A worker who believes that he or she has been subjected to discrimination or harassment by a person who does not work for the Corporation may seek the advice of the management team or board members of self-managed corporations who will take whatever action is practicable and appropriate in the circumstances. The Corporation's board of directors intends to pass this policy as a rule of the Corporation, so that breaches of the policy by unit owners/tenants/visitors/guests shall be dealt with as a breach of the Corporation's rules.

5. Commitment

The Corporation pledges to investigate and deal with all incidents and complaints of workplace violence, discrimination and/or harassment in a fair and timely manner, respecting the privacy of all concerned as much as possible.

President of Board of Directors  Date

## SCHEDULE "B"

## OWNER/RESIDENT INFORMATION FORM

20 - 30 - 40 Harding Blvd. West
Richmond Hill, Ontario, L4C 9M3
TEL: (905) 770-1405 FAX: (905) 770-9604

****PLEASE PRINT CLEARLY****

Suite # _____ 20 /30 /40 Harding Boulevard West Date: _____

E-Mail Address: _____

☐ New Registration - Move In Date: _____

☐ Resident Addition ☐ Resident Deletion

☐ Vehicle Change ☐ Vehicle Addition ☐ Vehicle Deletion

☐ Contact Phone Number Change ☐ Other _____

**Registered Owner Information**

| First Name | Last Name | Home Phone | Business Phone | Cell Phone |
|---|---|---|---|---|
| | | | | |
| | | | | |

Is the occupant a tenant or owner? Owner Occupied ☐ Tenant ☐

If Absentee owner, please provide mailing address: _____

_____

**Resident(s) Information: Including owner(s) if residing in unit**

| First Name | Last Name | Relationship to Owner/Lessee | Home Phone Number | Business Number or Cell Phone Number |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

In the event of an emergency, is there any resident in your unit requires special care assistance to evacuate the building?Yes ☐ No ☐

If "YES" please complete below:

Name: _____ Nature of Special Care: _____

Name: _____ Nature of Special Care: _____

**Enter phone No.:** _____ **Directory Listing:** _____

**Vehicle Information**: Copy of Car Ownership is required

| Parking Space # | Make & Model | Colour | Plate # | Permit # | Rent to / Rent From |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**Emergency Contact:**

| Name | Phone Res. | Phone Bus. | Phone Cell. | Relationship |
|---|---|---|---|---|
| | | | | |
| | | | | |

**Pet:**

Type: _____ Name: _____ Description: _____

**In compliance with the Declaration Section 4 – Use of Dwelling Units, the undersigned understands that "Each dwelling unit shall be occupied and used only as a private, single family residence and for no other purpose".**

The resident hereby consents to the Corporation's collection and use of the above noted personal information which the Corporation requires for the safety and security of the residents and the property. The Corporation will not sell, distribute or otherwise provide such personal information to others unless in relation to the stated purpose or a purpose that is in accordance with and consistent with the Condominium Act, 1998.

_____ _____

Please Print Name of Owner / Lessee Date

_____

Signature of the Owner / Lessee

| For Office Use: |
| --- |
| Access Devices: 1) _____ 2) _____ 3) _____ |
| (Fobs/Remotes) |
| 4) _____ 5) _____ 6) _____ |

## SCHEDULE "C"

## ELEVATOR RESERVATION AGREEMENT

| | | | | | |
|---|---|---|---|---|---|
| DATE OF AGREEMENT | | | | 20__ | |
| LICENSOR | YORK REGION CONDOMINIUM CORPORATION NO. 741 | | | | |
| LICENSEE | | | | (OWNER-TENANT) | |
| UNIT TELEPHONE | BUSINESS | | | HOME | |
| OWNER OF UNIT: | | | | | |
| MOVE-IN | | MOVE – OUT | | DELIVERY | |
| DATE OF USE | | | | | |
| DATE OF USE: | | | | | |
| PERIOD OF USE: | From | | To | | |

The Licensor shall permit the Licensee to use the Licensor's elevator (the "Elevator") for the purpose, on the date and during the time specified above, and the Licensee agrees to so use the Elevator or cause it to be used, all upon the following terms and conditions:

1. **Security Deposit**:

The Licensee shall pay to the Licensor, upon signing this Agreement, a security deposit. If the Licensee is moving into the building or moving large items to or from his/her unit, a security deposit of $300.00 is required, and if the Licensee is moving out of the building, a security deposit of $750.00 is required. Such payment shall be made by money order or certified cheque payable to the Licensor or in cash before the elevator will be made available.

2. **Inspection**:

The Licensee, together with the building superintendent or a representative of the Licensor, shall conduct an inspection of the Elevator and the parts of the common elements affected by the move or delivery:

(a) immediately prior to using the Elevator; and

(b) upon completion of the move or delivery.

Any damage noted during the re-inspection that was not noted on the initial inspection shall be deemed to have been caused by the move or delivery. If the Licensee fails to attend any such inspection, the determination of the building superintendent or the representative of the Licensor as to any damage shall be final and conclusive.

3. **Period of Use:**

The Licensee shall use the Elevator or permit it to be used only during the Period of Use, subject to any extension of time granted by the Licensor.

4. **Obstructions:**

The Licensee shall not obstruct or permit to be obstructed the common element corridors or elevator lobbies prior to, during or after the Period of Use. The Licensee shall be responsible for removing or disposing of containers used for the move or delivery.

5. **Unauthorized Entry:**

The Licensee shall take or cause to be taken reasonable precautions to prevent unauthorized entry into the building through the doors used for the move or delivery while the doors are kept open for that purpose.

6. **Liability for Damage:**

The Licensee shall be liable to the Licensor for the full cost of repairing any damage caused or deemed to be caused by the Licensee to the Elevator or the portions of the common elements affected by the move or delivery.

7. **Repair Cost:**

The Licensor shall be entitled to determine, in its sole discretion, by whom, when and how the repair of the damage shall be carried out. The Licensor shall, as soon as reasonably practicable after the Date of Use, estimate the cost of the repair and/or removal of goods (**"Repair Costs"**). After completion of the repairs, the Licensor shall notify the Licensee of the invoiced cost of the repairs. The Licensee, upon request to the Licensor shall be entitled to examine such invoices at the office during normal business hours.

8. **Payment of Repair Cost:**

The Licensee authorizes the Licensor to apply the security deposit paid by the Licensee towards the estimated Repair Costs. If the final invoiced Repair Cost is less than the amount so applied, the Licensor shall refund the difference to the Licensee. If the final invoiced cost exceeds the amount so applied, the Licensee shall pay the excess to the Licensor on demand. If the excess is not paid when due, the Licensee shall pay interest thereon at the prescribed rate in the Licensor's by-laws (as well after as before judgment) from the date of demand to the date of payment in full together with all costs of collection incurred by the Licensor, including legal costs, disbursements and taxes, and all costs shall be deemed to be additional common expenses attributable to the unit and shall be collected by the Licensor against the Licensee and/or the owner of the unit in the same manner as common expenses.

9. **Refund of Security Deposit:**

If no damage is noted on the re-inspection, the Licensor shall, subject to section 10, refund the security deposit to the Licensee within three workings days after the Date of Use. If there is

damage or goods which require removal and it is noted on the re-inspection, the Licensor shall refund to the Licensee the balance, if any, of the security deposit after applying it towards payment of the estimated Repair Costs. The refund shall be effected promptly after determination of the estimated Repair Cost. If damage is caused and repairs are required, the cost of which exceeds the amount of deposit, I/we hereby acknowledge our responsibility for same.

10. **Surrender of keys, etc.**:

If the use of the Elevator relates to the Licensee's move out of the Building, the security deposit or the undeducted part thereof shall not be refunded unless the Licensee has surrendered to the Licensor any Common Element Keys.

Licensee(s):

_____

Owner

_____

Resident

## INSPECTION REPORT

| Area Inspected | BEFORE | | AFTER |
|---|---|---|---|
| Loading dock areas | | | |
| Moving room and doors | | | |
| Ground level lobby and doors | | | |
| Elevator doors/frame | | | |
| Corridor floor/walls | | | |
| Fixtures | | | |
| Unit door | | | |

**MOVES MUST BE BETWEEN 9:00 A.M. AND 5:00 P.M. MONDAY TO FRIDAY, AND 9:00 A.M. AND 12:00 P.M. (NOON) ON SATURDAYS, NO MOVES ARE PERMITTED ON SUNDAYS OR STATUTORY HOLIDAYS.**

## SCHEDULE "D"

## RENOVATION REQUEST FORM

YORK REGION CONDOMINIUM CORPORATION No. 741
30 Harding Blvd. W., Richmond Hill, Ontario

## RENOVATION REQUEST

Please be advised that prior to any renovations to any suite in the building, the suite owner AND the Board of Directors of York Region Condominium Corporation No. 741 must approve any proposed renovations in writing. Renovations are not to commence without the approval of this Renovations Request, since the entire cost of bringing the unit to the original condition will be borne by you and/or unit owner. Kindly provide all drawings and specifications for intended work to the Management Office at the time of submitting this Renovation Request and prior to the work commencing for the interim approval. This Renovation Request form, filled in and signed by you and if approved by the Property Manager, will be added to the agenda of the first coming meeting of the Board of Directors of York Region Condominium Corporation No. 741 for directors' consideration and possible final approval.

Any proposed renovation is subject to the following conditions:

1. Management Office must be advised of the names of all contractors hired by the unit owner and/or resident to complete the work described herein as well as of the proposed schedule for the work to be completed, at the time of submitting this Renovation Request but not later than one week prior to the intended start of renovations.

2. The service elevator is to be used exclusively for the transportation of all materials to and from the suite being renovated and the service elevator must be booked through the Management Office in advance for all materials, tools and equipment to be used during the renovation. Failure to do so could result in delivery not to be permitted. Please contact the Management Office for the elevator availability so the renovations could be scheduled properly. At the time of the elevator reservation an Agreement has to be signed and appropriate security deposit left until the use of the service elevator is finished.

3. Elevator, lobbies, corridors and any other common elements are to be kept tine of debris, dust, spills etc. Any resulting cleaning costs incurred by the York Region Condominium Corporation No. 741 will be deducted from the security deposit left is accordance with the elevator use Agreement for the booking of the service elevator or, if it exceeds that amount, will be charged back to the unit being renovated.

4. Unit owner is held responsible to have the renovation contractor(s) remove all debris from the building site, since the City will not remove any construction debris. Corporation's garbage bins are for household garbage only and cannot be used for the construction debris. Waste or debris is not permitted to be thrown down the garbage chute.

5. The working hours for the renovation contractor(s) performing any type of noisy work are from 9:00 am. to 5:00 p.m. Monday to Friday. No work is allowed on Saturdays, Sundays or holidays.

6. Any work that affects, or is likely to affect, the structural elements of the building (bearing concrete walls, columns, beams etc.) is not allowed. However, the Board of Directors of York Region Condominium Corporation No. 741 may approve any part of such work if it receives a stamped and signed written opinion from the professional engineer licensed to practice in the province of Ontario in the related engineering discipline, stating that the proposed work will not affect the structure, fabric and integrity of the building. All the costs for obtaining such opinion will be borne by the unit owner. The Board of Directors may seek the second professional opinion from the engineer of its preference, at the Corporation's cost, and proceed with the approval or disapproval of the proposed renovations at its discretion.

7. The York Region Condominium Corporation No. 741 is in possession of a certain number of technical drawings relating to the condominium unit and/or the proposed renovation work. Black-and-white letter sized photocopies of relevant parts of these drawings could be provided to you through the Management Office at no cost. However, the Corporation or the Management Office will not be responsible for the technical accuracy of such drawings. Should actual onsite conditions, found after the commencement of the approved renovations based on provided drawings or otherwise, be in collision with the requirements from this Renovation Request, any applicable acts or codes, or condominium documents, it would be unit owner's responsibility to bring the unit to its original state. Any costs, expenses or fees required to bring the unit to its original condition will be borne by the owner of the unit.

8. Any part of plumbing, telephone, cable TV and electrical installation serving more than one unit must not be moved, removed or altered in any way.

9. Any part of the heating and air-conditioning in-suite system must not be moved, removed or altered in any way.

10. If the proposed renovations would include the new flooring inside the unit, please note that you are required to install sound deadening material between the new flooring and the concrete slab. Whatever under-floor padding material is being proposed for the renovations, it is the unit owner's responsibility to provide the Management Office with detailed installation instructions and recommendations issued by the manufacturer of such padding material, at the time of submitting this Renovation Request. Minimum allowed acoustic rating of the underlay material is fifty decibels for both Sound Transmission Class (STC) and Impact Insulation Class (IIC). Minimum rating of the floor assembly in respect to the Robinson Floor Test shall be three cycles and the classification as "Residential". The owner will provide from the manufacturer, if requested by the Management office, relevant test results in accordance with ASTM E-492-90 and ASTM C-627-1988. Please contact the Management office if in doubt. An inspection to verify the laying of appropriate material must be performed by the Corporation's staff and a sample is required for official purposes. Please book this

inspection with the Management Office in advance so your renovations would not be jeopardized by possible delays. The failure to install the proper material may result in the requirement to remove newly installed flooring and property reinstalling it at a later day.

10.1 If laminate or engineering wood flooring is being considered. the under-floor padding material should be similar in properties to Duracustic Sound Control Underlayment as manufactured by Dura Undercushions Ltd., or Tuplex Underlay as manufactured by Europlex Technologies, or any other material that would satisfy requirements of this Renovation Request.

10.2 If hardwood flooring is being considered, 2.5mm minimum thickness of cork underlayment might be applied if at least ¾" thickness of tongue and groove hardwood flooring is being nailed to at least ¾" thickness plywood and then both positioned over 2.5mm cork. Cork underlayment should be similar in properties to QuietCORK as manufactured by Jelinek Cork Limited. Any other material might be acceptable as long as it satisfies the requirements of this Renovation Request.

10.3 If ceramic, stone, terrazzo or similar floors are being considered, various tile backer boards, foams or acoustic adhesives might be acceptable as long as they satisfy the requirements of this Renovation Request.

11. Access to the suite must be provided to the Property Manager of York Condominium Corporation No. _____, or its appointed designate, throughout all phases of the work in order that proper inspections can be performed to ensure that all of the conditions listed herein are being met.

| |
|---|
| Please provide detailed written description of the renovation work intended to be performed and attach a simplified drawing indicating the extent of proposed renovations.<br>Layout of your unit is available at the Management Office at no cost. |

I / We am / are the owner of the condominium unit being a part of York Region Condominium Corporation No. _____ that is proposed to be renovated in this Renovation Request.

I / We agree to the requirements and conditions from the Renovation Request as listed above.

I / We verify that the information provided in this Renovation Request by me / us is all-inclusive and correct to the best of my / our knowledge.

I / We shall indemnify and save harmless York Region Condominium Corporation No. _____ and _____ from and against any loss, cost, expense, damage,

injury or liability whatsoever caused by any action or condition resulting from the approved renovation of my / our unit.

I / We verify that I / we have obtained directly or through the contractor the required building permits and appropriate insurance for all phases of the renovation work.

DATED THIS _____ DAY OF _____, 2011.

Suite No. _____ Name _____ Signature _____

| Approval recommended | | | | Approved | | |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| Date | Name | Signature | | Date | Name | Signature |