



THE RESIDENCES OF

MAPLE LEAF SQUARE

COMPREHENSIVE GENERAL RULES
Regulating the Common Elements and Units of
TORONTO STANDARD CONDOMINIUM
CORPORATION No. 2130

55 & 65 Bremner Boulevard
Toronto, Ontario

**COMPREHENSIVE GENERAL RULES
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TSCC 2130 GENERAL RULES AND REGULATIONS
Governing the Units and Common Elements of
The Residences of Maple Leaf Square
(55/65 Bremner Blvd, Toronto, ON M5J 0A6/7)

DEFINITIONS

Corporation	The "Corporation" shall mean the above Condominium Corporation.
Board	The "Board" shall mean the Board of Directors of the Corporation.
Occupant	An "Occupant" or "Occupants" shall mean any and all owners and tenants of a unit, whether or not they reside in the unit, together with other residents of a unit and a Guest of any of them.
Resident	A "Resident" shall mean any owner, tenant, family member, caregiver or any other person residing in the unit, and a Guest of any of them. Residents shall occupy the unit only as a private, single-family residential dwelling and in accordance with the Corporation's Occupancy Standards [Rule B 03].
Corporation's Representatives	The "Corporation's Representatives" shall mean any one or more Directors, officers, Managers, employees, agents or contractors of the Corporation.
Guest	A "Guest" shall include the guest, visitor, contractor, agent or invitee of any Occupant.
Manager	The "Manager" shall mean the property Manager hired and supervised by the Board pursuant to a Property Management Agreement.
Rules	The word "Rules" shall mean any or all of the Rules referred to in these Comprehensive General Rules which govern the units and common elements of the Corporation. The word "Rules" as used in these Comprehensive General Rules also applies to any aspect of the Recreation Facilities.
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 and Residents with maximum enjoyment of all the facilities, common elements and units and to prevent inconveniences caused by others.
Occupants	These Rules shall be observed by all Occupants, their Guests and the Corporation's Representatives. You must familiarize yourself with each of the Rules and ensure that you, and all Occupants and Guests for whom you are responsible, abide by them.
Rules Passed	These Rules were passed by the Board of Directors of the Corporation pursuant to s. 58 of the Act in accordance with the criteria set out in Article R 02.

Consideration	Observance of these Rules and thoughtful consideration of other Occupants is to the benefit of each of us.
Authorization	<p>The authority for the Board of the Corporation to pass the Rules is set out in s. 58 (1) of the Act:</p> <p style="margin-left: 40px;">(1) The Board may make, amend or repeal rules respecting the use of common elements and units to,</p> <p style="margin-left: 80px;">(a) promote the safety, security and welfare of the owners and of the property and assets of the Corporation; or</p> <p style="margin-left: 80px;">(b) prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the Corporation.</p>
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 politely ask the person to comply with any such provision (if you are comfortable doing so). If the particular breach is serious or 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. Any subsequent non-compliance by the Occupant may result in the Occupant being suspended from the common elements or denied access to the Corporation's services for a period not more than 30 days. If the Occupant still refuses to comply, the matter may be referred to the Corporation's solicitor for further legal action, subject to the determination of the Board as to what, if any, other action will be taken to enforce compliance.
No Waiver	If on any one or more occasions the Corporation fails to enforce compliance with any of the Rules, the Corporation's failure to do so shall not constitute a waiver of the Board's right to take any action to uphold such provision on a subsequent occasion and the Corporation shall be entitled to enforce compliance thereafter in the event of failure by any Occupant to comply with any such Rule after notice to such Occupant requiring compliance, free of any claim of waiver, acquiescence, laches, issue estoppel or discrimination with respect to such compliance enforcement. The Board reserves the discretion to determine in a particular case whether to distinguish different circumstances, whether to enforce compliance and the appropriate choice of methods of compliance.
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 P 01 and to pay costs in accordance with Rule P 04, subject to registration of a lien and collection of all damages and costs. 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 substantial enforcement expenses.

A: GENERAL RULES

Residents'
Information

A 01. All resident and non-resident owners and tenants shall provide the Corporation's Management team with the names, postal and email addresses, business and home phone numbers of all those persons residing in their unit, the name and age of children under eighteen (18) 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 **Residents' Registration Package** 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. The Occupants and the Corporation shall strictly observe all property standards, noise, health and safety requirements codified in any municipal by-law, edict or code.

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, hazard 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 or Management, may, or does, disturb the comfort or quiet enjoyment of the units or common elements by other Occupants or the Corporation's Representatives. An Occupant shall take immediate steps to remedy or desist from any activity which the Board or Management deems to constitute an undue nuisance. No shouting, screaming, horseplay or other disturbance is permitted in or around any unit or upon any part of the common elements. No undue noise, caused by any instrument, television, stereo, amplifier, personal audio system, computer, equipment or other sound device, however caused, which disturbs the comfort of any other Occupant(s) 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 furniture, floor or walls, 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 11:00 pm and 7:00 am 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.

Human Rights

A 04. All Occupants, their visitors and guests, directors, officers, property Managers, employees, agents, contractors and representatives of the Corporation shall at all times, abide by and uphold the provisions of the *Human Rights Code* and no person shall infringe or do directly or indirectly, anything that infringes a right as provided therein. Without limiting the generality of the foregoing, every person has the right to equal treatment with respect to services, goods and facilities, employment, occupancy of accommodation and freedom from harassment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap.

Harassment

A 05. No Occupant shall engage in any violent or harassing conduct toward any person, nor shall any Occupant injure, harass, threaten, intimidate, annoy, or initiate any defamatory,

threatening, hateful or discriminatory statement or action, or participate in any illegal or harmful conduct toward any Occupant, any worker on the Corporation's property or any of the Corporation's Representatives. Harassment shall consist of any oral or written statement, action or behaviour which is intimidating, threatening, violent, sexually harassing or which causes physical or psychological harm, fear, humiliation or embarrassment, objectively determined on a reasonable basis, pertaining to 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* or the Corporation's Workplace Violence and Harassment Policy (dated Aug 2012), which provisions are hereby made applicable to relationships, behaviours and conduct among Occupants, staff, contractors and the Corporation's representatives.

Non-Interference A 06. 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 07. 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, 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. The initial mailing or delivery 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 thereafter 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.

Auctions & Sales A 08. No bulk sale of goods, no auction, garage sale, lawn sale or unit contents sale shall be held in a dwelling unit, parking unit or anywhere upon 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. All "for sale" notices for bulletin boards must be submitted to the Manager for posting.

Canvassing A 09. No business solicitation or canvassing is permitted at the door of a unit (including, without restriction, delivery of any leaflet, brochure, card, flyer or commercial document), provided that 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.

Deliveries

A 10. In order for security personnel to accept any deliveries or packages every resident must first complete the **Resident Registration Package** which includes the Parcel Waiver Form. The resident's information will then be entered into the Building Link system. All packages must be properly wrapped and are not to exceed the dimensions of 20 inches by 20 inches. All deliveries are to be made during the business hours established by the Board or Management from time to time. The Corporation will not be liable to the Occupant for any damages to any package, delivery or other personal property left with Management. Deliveries made by registered mail or Cash on Delivery (C.O.D) will not be accepted by Management, security or any other member of the Corporation's staff. Residents must show valid identification in order to pick up their package(s).

Examination of
Records

A 11. Any Owner can make a request (using the **Request for Records** Form attached to the Rules as Schedule "L") to either examine a record and or obtain a copy of a record for a prescribed fee. The Requestor must state the purpose for the examination in the written request. Upon receiving a written request and reasonable notice (as determined by the Manager or the Board of Directors from time to time) the Corporation shall permit an owner, a purchaser or a mortgagee of a unit or an agent of one of them duly authorized in writing, to examine the records of the Corporation, except records relating to employees, contracts between any of the employees and the Corporation; records relating to actual or pending litigation or insurance investigations involving the Corporation or records that relate to owner's units (except by the affected owner). Copies of permissible records will be made available within a reasonable time provided the owner requests for the records in writing and pays a fee to compensate the Corporation for the labour and copying charges.

B: OWNERSHIP AND USE OF UNIT

Registration Form

B 01. A unit purchaser must notify the Manager in writing of the owner(s) name(s), address of record and contact particulars, and shall provide the **Residents' Registration Package** (Schedule "A") required by Rule A 01 to the Manager. Access FOBs will not be activated until the **Residents' Registration Package** has been received by Management. Please note all Residents wishing to use the facilities must also complete the package.

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.

Single Family

B 03. Each unit shall be occupied and used only as a private, single family residential dwelling and for no other purpose in accordance with the following requirements:

- (a) Occupation and use of a unit shall be subject to compliance with any restriction contained in the Corporation's declaration, by-laws or rules and all requirements or restrictions imposed on the property by governmental authorities (including, without restriction, the requirements of any municipal zoning by-law) 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.

- (b) 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. A “family” shall consist of,
- (i) the owner(s) of the unit, or else the owner(s) tenant(s) pursuant to one (1) written lease thereof, together with such owner(s) or tenant(s) family members related by blood, marriage, common law marriage or adoption to such owner(s) or tenant(s) as the case may be, including not more than a total of two other non-related persons pursuant to a written lease or sub-lease, subject to sub-articles (c) – (e) hereof; or
 - (ii) a group of not more than three persons not related by blood, marriage, common law marriage or adoption, living together as a single housekeeping unit, each subject to a written lease or sub-lease, subject to sub-articles (c) – (e) hereof.
- (c) The number of occupants in any unit shall not exceed the number of occupants permitted by any Occupancy Standards By-law enacted by the Corporation and in accordance with the Act, or the “occupancy load” established in the *Ontario Building Code*, which provides that no more than two persons per sleeping room or sleeping area shall reside in a dwelling unit. A “sleeping room” or “sleeping area” shall consist of,
- (i) any bedroom, study, den, family room; or
 - (ii) other room designated as a sleeping room or sleeping area by a resolution of the Board of Directors of the Corporation from time to time in a dwelling unit in accordance with the architectural plans forming part of the Corporation’s registered Description,
- but shall exclude a kitchen, dining room, living room, solarium, bathroom, foyer, lobby, closet, laundry room, utility room, pantry and balcony, unless any such excluded room is designated as a sleeping room or sleeping area by a resolution of the Board of Directors from time to time.
- (d) The owner(s) and any tenant(s) of each unit shall register the names of all persons residing at the unit prior to commencement of their occupancy thereof, specifying the names and ages of each of their children and particulars of each of their pets and vehicles in accordance with the Corporation’s Residents’ Information Form. Upon request by the Board, such owner(s) or tenant(s) shall confirm the relationship of all unit occupants pursuant to official documentation confirming such family relationship.
- (e) No room in such unit shall be partitioned, rented or leased to or otherwise occupied by any other individual(s) for the purpose of temporary or permanent occupancy, residence, boarding or lodging, or for any other purpose except as permitted in accordance with the provisions of the Corporation’s declaration, by-laws and rules.

Commercial Use B 04. 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 is not illegal, immoral or in breach of any zoning requirements, utilizes no more than one room of the unit, does not involve customers or business visitors to the unit, reception facilities, manufacturing or processing facilities, storage, delivery or shipping of goods for

manufacturing, processing or sale, repeated attendance (recurring visits) by employees, agents or contractors which could result in visitors loitering in the common element areas, all of which may, in the discretion of the Board, lower the character or image of the condominium building or any portion thereof, or use of any parking space for such incidental use, and the permitted incidental use shall not give rise to any noise, nuisance, disturbance, maintenance, repair of the common elements or consumption of utilities in excess of normal residential use, any of which prohibitions may be determined in the sole discretion of the Board acting reasonably).

- Short Term Rental B 05. No hotel, boarding, lodging house, transient, fractional or timesharing use shall be permitted. Short term rentals (defined as a lease for a minimum of 30 days or greater) are only permitted with the express written permission of the Board of Directors and the appointment of a third party agent. Owners must provide a copy of the agency agreement along with the Agents' Standard Terms and Conditions; the Agent's Rental Application and the Agent's Tenancy Agreement and be in compliance with the rules as set out in Tenancy Section of these Rules prior to entering into any tenancy agreement. In addition all residents must agree to abide by the Rules and Regulations of the Corporation and be registered in the corporate database. All tenants must register any complaints directly with the Agent and not through the Management office.
- Discontinue Use B 06. If, in the sole discretion of the Board, the Occupant's use of the unit is in breach of any of the provisions herein, or the Occupant's use may damage or reflect unfavourably upon the Corporation or any other Occupant, the Occupant shall immediately discontinue such use upon the written request of the Corporation.
- Insurance B 07. Owners are strongly advised to obtain an owner's condominium insurance policy from their insurance agent as recommended by Rule M 01.
- Hazardous Material B 08. 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, and 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, weapons or chemical of any kind shall be stored in a unit, locker, and parking space or upon the common elements. No storage items other than bike's and bike equipment are permitted in the bike locker. No storage of any item is permitted on top of any locker unit. An Occupant will be responsible for the clean-up and removal of any contaminant, pollutant or toxic substance (including mould) resulting from any act or omission of the Occupant. Propane barbeque tanks or firecrackers or other fireworks or combustible items are not permitted in any unit or on the common elements.
- Pest Control B 09. 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 or Agent 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 or extermination programme. Occupants are required to prepare their units in the manner prescribed by the Board to facilitate the appropriate pest control operations. Occupants shall comply with the requirements of any pest control notice, including any health or safety criteria and shall ensure that all required safety

precautions are taken on behalf of any children, pets or other occupants. Occupants may be required to vacate their unit for specified periods during implementation of any pest control program.

- Entry Locks B 10. Occupants shall permit entry to their units in accordance with the declaration and the provisions of the Act. Occupants shall complete the **Resident Registration Package** (which contains the Waiver/Suite Entry form. Prior notice of daytime entry by Corporation staff 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. Occupants shall not change or add locks to their units unless such change or addition is performed by a qualified locksmith as selected by the Corporation at the expense of the unit owner and compatible with the existing lock system used on the property. No change or addition of locks will be performed without the prior written consent of an owner of the unit. The **Resident's Registration Package** also contains the Authorization for Access to the Building indicating those individuals who are allowed access to their unit. The door lock system is controlled by an access FOB. Additional FOBs can only be granted by written permission of the owner of the suite. There is a charge for the replacement of lost FOBs.
- Key B 11. Occupants shall be entitled to obtain from the Manager one suite door FOB, one locker key (provided a locker was purchased) and one bike room key. Additional keys or FOB are available for each resident at a reasonable cost established by the Board from time to time. Owners requesting a FOB must complete the **Additional FOB Request Form** attached to the Rules as Schedule "J". In the event a unit key or a FOB has been lost, misplaced or stolen, the owner or resident shall report such loss immediately to the Manager or Security. To obtain additional copies of a suite FOB or locker room or bike room keys, the owner must purchase the key from the Manager at a reasonable cost established by the Board from time to time. Tenants must obtain written permission from an owner prior to receiving an additional suite door FOB and also complete the Additional FOB Request Form. Occupants shall not lend or give their FOBs/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. FOB/keys will not be accepted by Management from any real estate agents. Any FOBs/keys for real estate agents should be in lock boxes placed on the unit door or at such other location as determined by Management from time to time.
- Window Coverings B 12. 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 uniform appearance of the building or is deemed to be offensive in nature in the sole discretion of the Board. Curtains, drapes or blinds shall have a pure clean white liner or exterior white drapes which 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. Occupants are advised to keep furniture at least 6 inches away from any window or patio door to allow for air flow.
- Signs & Notices B 13. 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. All notices are to

be sent to Management for verification and posting.

- Thrown Items B 14. 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. No item shall be dropped, swept or thrown from any balcony at any time.
- Flooring B 15. Any Owner wishing to change their flooring must complete form **J an In-Suite Alteration Agreement** which is approved by the Board of Directors. Owners shall ensure that the flooring materials in their units are soundproof. 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 such specifications as may be determined 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-60 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. In the event the Corporation receives documented noise complaints from the occupants of the unit below which, in the sole discretion of the Board confirms an undue noise nuisance arising from inappropriate flooring or any other sound-emitting or sound-conducting materials, the owner of the unit from which such sounds emanate shall comply with all sound reduction criteria as may be required by the Board.
- Guests B 16 All guests shall use the building's main entrance at 65 Bremner Boulevard and identify themselves to security before entering the building. Guests shall also identify the Occupant whom they are visiting along with that Occupant's suite number. Management or security may refuse entry to any guest who refuses to identify themselves, refuses to identify the Occupant or suite they are going to visit, provides any false information or does not comply with these Rules. Each guest shall check in with the Concierge's desk as the guest enters and leaves the building. The Concierge shall refuse entry to any guest that fails to comply with registration requirements. For guests who visit on a regular basis, Occupants are required to complete an "Authorization Form" for access to the building found in the **Residents' Registration Package** which must be on file prior to the guest arriving.

C: COMMON ELEMENTS

- Attire C 01. Persons shall not loiter on the common elements or harass any other person(s) upon the common elements or cause a nuisance or disturbance, or perform any illegal or immoral acts, affecting 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, recreation facilities, stairs 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, 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. 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, entries, passageways, walkways, driveways, roadways 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. Occupants are not permitted to move items in from the ground floor. A moving elevator must be booked for all items that cannot be carried by hand.
- 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, and interior common areas of the buildings and other portions of the common elements. All dog owners using the tenth floor dog park must ensure that they pick up after their pet.
- 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, shopping carts or other (objects whatsoever) items, shall be left outside unit entrances or on any part of the common elements. All bicycles, tricycles, toys or other objects must be removed from the common areas when not in use and kept within the confines of a unit. Occupants shall not use the hallways to store any items. 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.
- Buildings & Objects C 07. No building, shed, structure, clothes drying apparatus, awning, installation, equipment, appliance, furniture, 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, and subject to the requirements of Rule C 11 with respect to installation of furniture and other items upon a balcony
- Alterations C 08. No alteration, addition or improvement shall be made by any Occupant which would alter or change the outside appearance of the building 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 any item to or hang it upon the exterior of any door or the interior or exterior of any window, unless such alteration, change, installation, maintenance, repair or decoration is approved pursuant to the prior written consent of the Board and performed in compliance with all requirements of the Act, the *Building Code*, *Fire Code*, and all other legislation and municipal by-laws or standards, and the declaration, by-laws and rules of the Corporation. Owners requesting an Alteration must

complete the **In-Suite Alteration Agreement** attached at Schedule “H”.

Aerials &
Structures

C 09. No antenna, satellite dish, aerial, tower, or any other structure or object shall be erected on, left upon or fastened to or permitted to penetrate any of the common elements (including exclusive use common elements) or the exterior of any unit, except as approved in the sole discretion of the Board pursuant to the Act and the Corporation’s declaration.

Sports & Yoga

C 10. Roller-skating, roller-blading, skateboarding, bicycle riding, any sports activities, roughhousing, running, fighting, and any other similar activities are prohibited inside the buildings and on any of the common elements. Yoga is not permitted on the common elements outside of the fitness room. 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 a 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. Any damage caused by unsecured furniture shall be repaired by the Corporation and charged back to the Owner. Such seasonal furniture shall be removed and stored once the season is finished. No barbecue, cooking appliance, furniture or any item which can be expected to cause damage due to rust, leaking, staining or any other nuisance, 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. No liquid, garbage, debris or any item shall be thrown or allowed to fall from any balcony or terrace. Upon written request by the Board, the adjacent unit owner shall remove all items from the balcony on a timely basis to permit the Corporation to carry out any maintenance or repairs the Corporation may decide to undertake. No alterations, additions, enclosures, partitions or installations shall be made to a balcony, terrace or patio common element area and no carpets or other floor coverings shall be installed upon the floors of balconies or other common element areas, unless permitted in accordance with specifications as may be established by the Board. Owners shall comply with all requirements published by the Board from time to time pertaining to protection of balcony structures and other common elements components.

Smoking

C 12. 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 including throwing butts over the balcony.

Holiday Trees

C 13. The Corporation recommends the use of artificial, non-flammable and non-shedding Holiday trees. Natural holiday trees are allowed provided that they are bagged both coming in to and out of the building. Any loss, cost or damage caused to any person or property as a result of a natural holiday tree shall be the responsibility of the Occupant who brought the natural tree into the building. All natural holiday trees are to be removed from the units by no later than January 15th, 2012.

Restricted Entry

C 14. While entering or exiting, Occupants shall not permit anyone into the building whom the Occupant does not know to be an owner or resident.

Roof

C 15. No Occupant shall place any object on the roof of the building or go on the roof for any

purpose whatsoever, without the prior written approval of the Board.

- Plants C 16. No plant, vine, bush, shrub, tree, flora, furniture, chattel, fixture or any other item on any exclusive use balcony, terrace, patio or exclusive use common elements appurtenant to any unit shall exceed 5 feet in height or shall encroach upon any other unit and shall be properly cleaned, maintained and groomed by the owner of the appurtenant unit at all times. All plants located on any balcony, terrace or patio shall be potted and all items shall be located inside any railings or exclusive use area. Any plant, vine, bush, shrub, tree, flora and other item shall be removed by the owner of the appurtenant unit if, in the sole discretion of the Board, any such flora or item creates a hazard or nuisance, or detracts from the exterior appearance or integrity of the building's architectural and conceptual design, or interferes with the quality of a neighbour's environment, or causes an excess load, damage or an impediment to the proper maintenance and repair of the common elements or any unit.
- Elevator Entrapment C 17. In the unlikely event of an elevator entrapment an Occupant must use the elevator emergency phone and contact the concierge. Occupants must follow the instructions given by the concierge staff. If any Occupant decides to independently contact emergency services without authorization from Management or staff and the situation is not a dire emergency then all costs associated with the emergency call will be charged back to the Occupant.
- Photography & Videography C 18. The use of a professional videographer or photographer on the common elements is strictly prohibited without the prior written approval of the Board of Directors.

D: TENANCIES

- 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. During the period of occupancy by the tenant, the off-site owner shall have no right of use of any part of the common elements including all Recreational Facilities as may be governed by a provision contained in the Corporation's by-laws.
- 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. All owners shall be responsible for any damage or additional maintenance to the common elements and assets of the Corporation caused by their tenant or their guests and will be assessed and charged therefor.
- 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 building link database. The owner shall automatically and promptly supply the documents without charge and without any request for same by the Corporation.

- File Forms D 05. A signed, dated copy of the **Residents' Registration Package** (Schedule "A"), as required by Rule A 01 which includes the "Summary of Lease" 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 an elevator for the purpose of moving furniture, and other bulky items as required by Moving Elevator Rules Section E, or may deny use of any parking or loading area and may deny access to any of 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 non-binding guideline only, the Corporation suggests, without liability, that a standard, current form of condominium tenancy agreement (such as the form copyrighted by the Urban Development Institute or any other carefully-drafted form of condominium lease) under the *Residential Tenancies Act*, as amended or applicable from time to time, be used as the minimum standard in leasing a unit, subject to such amendments as the owner and tenant may deem appropriate. In the event any tenant assigns or sublets the unit to another person, the tenant and owner of the unit and the sub-tenant or assignee of the lease shall comply with all of the provisions set out in these Tenancy Rules, the Act and the Corporation's declaration, by-laws and rules. Only a single-family residential use of the unit is permitted, subject to compliance with the Corporation's occupancy standard, *and short term leases (defined as a minimum of 30 days) must comply with Article B 05 of these rules.*
- 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, property damage, "loss of use" or "loss of property" in the event the unit is uninhabitable and the Occupant regards alternate accommodation, and other forms of tenant protection insurance (since a tenant and other Occupants are not protected by any of such coverages as may be contained in the Corporation's insurance policies).
- Inspections D 08. Prior to the commencement date of a tenancy and prior to the date of sale of the unit, the owner shall, if requested, 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, fire alarms, electrical equipment, wires, plumbing hoses and fixtures, window latches and any other safety devices designated by the Board, to ensure that the unit has been maintained in a good state of repair in accordance with the Act, declaration, by-laws, these Rules, *Building Code* and *Fire Code* requirements, to comply with any duty, and to ensure that no unauthorized alterations, additions,

improvements or partitions have been made to the unit or any exclusive use or other common elements. The owner shall forthwith comply with any notice from the Corporation requiring the owner to carry out 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
Termination
of Lease
- D 09. All tenants are required to comply with the Corporation's Moving Elevator Rules identified in Section "E" hereof.
- 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, damages and costs and requesting an order terminating a lease upon contravention thereof.

E: MOVING ELEVATOR

The building has two sets of moving/service elevators: one in the North Tower and one in the South Tower. The following rules apply equally to both elevators

- 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. An **Elevator Reservation Agreement** form attached hereto as Schedule "B", as may be amended from time to time, must be completed and signed by the owner and/or tenant of a unit and accompanied by a security deposit, in a reasonable amount to be determined by the Board from time to time. The Agreement and deposit cheque 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 move of bulky items. The Manager or Superintendent shall be entitled to use his/her 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 Schedule "A" prior to using the moving elevator, as required by Rule D 05 hereof and shall comply with each of the rules pertaining to Tenants. Please note that there are two service elevators: one in the North tower and one in the South tower.
- 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 (39 inches) in height, length or width, any item weighing in excess of 45 kilograms (100 pounds), or any liquid, chemical, combustible, explosive, dangerous or hazardous product of any nature or kind, provided that products normally designated for household use in small, sealed containers and quantities are permitted and shall not constitute a bulky item. A dolly (cart) or bell man's cart is available from the concierge desk and may be used to move household shopping items and luggage to and from the resident's automobile to the resident's suite without requiring use of the service elevator for such non-bulky items, subject to prompt return of the dolly or cart to the concierge desk. 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 the Workplace Hazardous Materials Information System (WHMIS) and the *Occupational Health and Safety Act*. Items cannot be left in the hallway.

- Service Elevators 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 Super or 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 **Elevator Inspection Report** in the form attached to and forming part of these Rules as Schedule "C". 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 may 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 elevators are available for use during the reservation hours of 10:00 a.m. to 10:00 p.m., Monday to Friday and 10:00am to 7:00pm on Saturdays and Sundays. Time slots are 10am -1pm; 1pm to 4pm and 7pm -10pm. There are no moves or deliveries allowed between 4-7pm weekdays. There will be no extension of time given. If a move is not completed during the allotted time then the elevator must be rebooked for another time. Moving is not permitted on statutory holidays. Any Owner or Resident booking the elevator must be present at the beginning of and for the duration of the move. Security personnel cannot open suite doors for moving personnel.
- 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, with all requirements of these Moving 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.
- Access to Loading Dock E 07. All moving vehicles must use the loading dock which is accessed through the Air Canada Centre shipping entrance located at the foot of Bay Street and Lakeshore Road. Moving vehicles must check in with Air Canada security before proceeding to the Residential loading dock. Residents must check in with the loading dock supervisor who will contact either security or the superintendent to put the elevators on service prior to commencing any move.
- 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.

- 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, doorways or any other part of the common elements or assets of the Corporation has been caused by the moving of any item into or out of a unit, the party/media responsible for such damage, the applicable Occupant and the owner of the unit shall jointly and severally be liable to the Corporation for the cost of any required cleaning, litter removal, maintenance and repairs. Any affected area 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. 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. Such costs shall be deducted from the security deposit and in the event costs exceed the amount of the security deposit, the applicable Occupant and the owner shall reimburse the Corporation for all costs duly incurred. 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 and the Occupant and owner shall pay the Corporation the cost of labour and materials provided by independent contractors together with an administration charge of 15% thereof. In addition, any returned cheque will be subject to a returned cheque fee.
- Delivery Vans 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:
- 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

- 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 not permit any Garbage to accumulate within the unit for a period longer than one week. Occupants shall directly carry or place garbage in any area designated by the Corporation as a garbage depository, subject to such recycling, sorting or disposal criteria as may be established by the Board or municipality from time to time.
- Hours F 02. Hours for disposing of garbage, organics or recyclables in designated depository areas are between 8:00 a.m. to 10:00 p.m. Monday through Sunday.
- Garbage Bag F 03. Garbage shall be securely wrapped and tied in a strong plastic bags weighing not more than 12 kilograms (25 pounds) per bag. Construction debris of any kind is not permitted down the chutes.
- Recyclables and Organics F 04. Glass jars/bottles, other forms of glass, aluminium or steel cans, polyethylene, terephthalate (i.e., soft drink) bottles, newsprint, cardboard or any other form of recyclable materials shall be disposed of separately in the appropriate bin in accordance with all municipal by-laws and requirements. Each residential floor garbage room is equipped with a bi-sorter for organic waste and garbage and also a separate recycling chute. Any potentially leakable, recyclable material shall be double-wrapped in leak-proof bags or containers and shall be deposited in the recycling chute. To use the bi-sorter please be sure to select the appropriate bin **and wait** for the diverter arm to move before depositing garbage or organic material. Organic material must be placed in a biodegradable bag as recommended by the City of Toronto.
- 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 WHMIS, the *Occupational Health and Safety Act* and the *Environmental Protection Act*, and all applicable procedures, packaging and disposal methods at designated locations.
- Bulky Waste F 06. Packing cartons, crates, used furniture, wood flooring, bed frames, 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. Refrigerator, stove and freezer doors must be removed before disposal. Occupants must dispose of such appliances in accordance with the Moving Elevator Rules referred to in Rules E.01 – E.12.
- Failure to comply F 09. Where an Occupant has failed to separate, remove and/or properly dispose of Garbage, the Corporation shall have the option of performing this function at the owner's expense.

G: SAFETY DEVICES

- Maintain Safety Devices G 01. No Occupant shall disconnect, damage or remove any Safety Device or any portion thereof contained in a unit or upon the common elements. Each Occupant shall diligently and expeditiously maintain and repair in good working condition all Safety Devices located within the boundaries of the unit owned or occupied by such person, unless the Corporation's declaration specifically requires the Corporation to do so.
- Safety Devices G 02. Safety Devices shall include any in-suite smoke detector, fire alarm, carbon monoxide detector, heat detector, portable fire extinguishing equipment, voice communication or alarm equipment attached to the Corporation's voice communication life safety system, a front door entry communications system, window latch, high pressure washing machine hose, plumbing system, dryer vent, fan coil heating/air conditioning or ventilating equipment and any electrical, gas or oil-fueled appliance, equipment or device and any other system, facility or component designated as a Safety Device by the Board from time to time.
- Maintenance and Repair G 03. The Occupant shall inspect, test, maintain, and when necessary or when required shall repair and replace all such Safety Devices at least semi-annually and shall replace any batteries or malfunctioning parts at least semi-annually with the appropriate fully-charged batteries, or at such earlier time as may be required to render any Safety Device fully operational at all times and safe from any potential health, safety or security hazard, loss, damage or harm which may be caused to any person or property.
- Indemnification G 04. The owner shall indemnify the Corporation and its representatives and save them harmless with respect to any claim, action, proceedings, damages, loss, injury, death, costs, fine or penalty claimed by any person, firm, Corporation or public authority, whether arising pursuant to the *Fire Code*, *Building Code*, municipal Property Standards By-law, any other legislation, regulation, by-law, public edict or otherwise as a result of the Occupant's failure to comply with any such requirement.
- Inspection G 05. The Corporation shall have the right, but not the obligation, to undertake the inspection,

maintenance, repair or replacement of any Safety Device or other component (whether with respect to an individual unit or on a building-wide basis) for which any one or more owners may be responsible or for which the Corporation may be held liable, located in any unit or upon a portion of the common elements which one or more owners have a duty to maintain or repair, where the owner fails to carry out such obligation within a reasonable time, as referred to in s. 92 of the Act.

- Access G 06. The Corporation's authorized representative(s) shall be entitled to enter any unit upon reasonable prior notice to the resident in order to inspect, test, maintain, repair or replace any Safety Device or other component, and in the event the owner or resident has failed to maintain any Safety Device or component in the appropriate condition, the Corporation's representatives shall be entitled to do so at or after the time of entry in order to preserve the health, safety or security of any person and to prevent any hazard, loss, damage or harm which may be caused to any person or property. The Corporation's authorized representative(s) shall also be entitled to enter any unit upon reasonable prior notice to the resident to inspect, maintain and repair any fan coil or HRV unit at the cost of the Corporation.
- Cost G 07. All costs of any inspection, maintenance, repair or replacement of a Safety Device (except a fan coil unit or HRV) which an owner fails to attend to after reasonable notice from the Corporation shall be borne by the unit owner as a common expense contribution, in accordance with s. 92 of the Act. If the Board in its sole discretion passes a resolution to undertake any such inspection, maintenance, repair or replacement on a building-wide basis as a duty of the Corporation to protect its residents and property, such cost shall become a common expense of the Corporation.
- Liability G 08. Owners of units shall remain liable to carry out their obligations to maintain and/or repair their units in accordance with the provision set out in the Corporation's declaration. Any maintenance or repair of a Safety Device undertaken by the Corporation shall not create a precedent or give rise to a claim by any owner or resident of waiver, acquiescence, laches, estoppel or detrimental reliance, or obligate the Corporation to do so thereafter or in any other case, nor shall the Corporation be held liable for any loss or damage occasioned by undertaking any such work, unless the Corporation or its representatives were grossly negligent in doing so.

H: FIRE SAFETY

- Fire Procedures H 01. All Occupants shall comply with the **Emergency Fire Procedures** more particularly set out in Schedule "D" attached hereto as may be amended from time to time.
- Risk Prevention H 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:
- 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 municipal Fire Department, the Ontario *Fire Code* or rules or ordinances of the Board of Health;

- Lint Traps H 03. 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 laundry dryer and the rear laundry dryer duct at least once every two years, by contracting a qualified service person to do so, failing which, the Corporation shall be entitled to hire a qualified service person 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.
- Disconnect Device H 04. Disconnecting or relocating suite fire alarm(s), smoke detectors, carbon monoxide detectors, fire prevention equipment, annunciation speakers, window latches, automatic door closers or any other safety devices designed by the Board from time to time, is strictly prohibited and subject to fines pursuant to the *Fire Code*.
- Fire Devices H 05. Occupants shall carefully monitor any cooking or heating device when in use and should refrain from smoking when sleepy, to avoid chesterfield and bed fires (the most common cause of death by smoke and fire). Occupants are encouraged to annually inspect and recharge a general-purpose fire extinguisher (designated ABC) located in a handy location known to all occupants.

I: MAINTENANCE REPAIRS AND ALTERATIONS

- Maintain Unit I 01. Each owner shall maintain his or her unit and, subject to any provisions contained in the Act and the Corporation's declaration and by-laws, each owner shall repair his or her unit and all improvements and betterments made or acquired by an owner after damage, all at his or her own expense. Any resident who wishes a repair to be assessed by the Corporation must complete the **Repair and Maintenance Request Form** attached as Schedule "I" and submit it to the Management office or Security desk.
- Damage I 02. Subject to any superseding provisions contained in the Act or the Corporation's declaration or by-laws, 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.
- Corporation Repairs Unit I 03. The Corporation shall undertake any maintenance and make any repairs that an owner is obligated to make pursuant to criteria set out in the Act or the Corporation's declaration and which maintenance or repairs he or she does not make within a reasonable time. 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 instalments as the Board may decide upon, which instalments 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.

- Partitioning I 04. No portion of any residential unit shall be partitioned or divided, nor shall any structural change be made to any of the structures of a unit nor shall any maintenance, repair, alteration, addition or improvement be made to any component of the common elements in any manner without the prior written consent of the Corporation and in compliance with all requirements of the Act, *Building Code*, *Fire Code* and all other legislation and municipal by-laws or standards, and the declaration, by-laws and rules of the Corporation, provided that owners shall be entitled to undertake non-structural renovations, maintenance and repair of their units, and improvements and betterments of a decorative nature, without the Board's prior written consent.
- Alterations I 05. No Occupant shall, without the prior written consent of the Board and subject to the provisions contained in the **In-Suite Alteration Agreement** (as may be amended from time to time), make or permit any addition, alteration, improvement, refurbishment or structural change in or to his or her unit or upon any common elements which involves a connection, installation, alteration, addition or change to or penetration of any common element component, facility, equipment or utility (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 design or colour or any item on the exterior of his or her unit; 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, repair, replace or place any item or install any structure upon any part of the common elements. Any such alteration affecting the common elements or any component, facility, system, equipment or utility contained therein, shall require the unit owner to execute a form of **In-Suite Alteration Agreement** subject to approval of the Board of the provisions contained therein, at the expense of the owner, subject to registration of the **In-Suite Alteration Agreement** on title to the unit, in accordance with the provisions set out in s. 98 of the Act. Notwithstanding the foregoing requirements to obtain Board permission for such additions, alterations, improvements, refurbishments or structural changes, owners are entitled, without obtaining Board permission, to decorate and are required to maintain the owner's unit and to undertake maintenance of those parts of the common elements which the owner has the duty to maintain, or as permitted by any specific Rule, or subject to any Board-approved standardized Specifications with respect to any specific addition, alteration, improvement, refurbishment or structural change, without the prior consent in writing of the Board. In cases where the Board's prior written consent is required, the Board may attach any reasonable condition to its consent, or the Board may, in its discretion, withhold its consent.
- Upgrades I 06. 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, any trade person(s) engaged to do such work is certified by the appropriate provincial authority or is otherwise qualified and subject to any reasonable conditions and specifications required by the Board.

J: ELECTRICAL

- Overloading J 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.

- CSA Appliances J 02. Each electrical appliance or equipment used in any unit shall be approved by the Canadian Standards Association or an equivalent standards approval authority, 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. Three-pronged plugs and outlets shall be used where required. Electrical circuits shall not be overloaded with appliances totalling more than 1500 watts per circuit. Appliances and equipment must be turned off when not in use and when the unit owner is away for an extended period of time.
- Alterations J 03. No electrical alterations, additions or installations 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 J 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. Any electrical conduit, pipe or wire whether in or outside the unit boundaries, that services only that unit, is the responsibility of the unit owner to maintain, repair and replace.
- Conserve Energy J 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, electricity and water, keep windows closed when ventilation is not required or while the air conditioning is on, minimize air conditioner use, reduce excess humidity and adjust thermostats to minimize energy consumption when going to sleep or when the unit is vacated. Occupants shall not obstruct, alter, or in any way impair the efficient operation of the building's heating, air conditioning and ventilation systems by placing furniture or other objects where they would interfere with air flow and by keeping corridor doors closed.

K: PLUMBING

- Proper Use K 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, medication, paint, solvents, hazardous chemicals or products, hygiene products, excess toilet paper, 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 K 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 K 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 K 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 K 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-rated hoses and all connections must be securely affixed. Occupants must inspect hoses at least annually and replace any worn hose when necessary.
- Taps K 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 supply valve must first be turned off. Valves and water pipes shall only be replaced by a qualified plumber.
- Conserve Water K 07. Water shall not be left running unless in actual use.

L: PARKING

- Fire Route L 01. Parking on any fire route at any time is forbidden by law.
- Prohibited Areas L 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.
- Blocking L 03. No motor vehicle ("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 or any installation upon the common elements.
- Signs L 04. Each Occupant, driver or owner of a vehicle shall fully comply with all posted signs, directions, speed and height limits and rules pertaining to driving or parking on the common elements.
- Speed L 05. No vehicle shall be driven on the common elements at a speed in excess of 16 km/hr, or such other speed limit as may be posted.
- Driveway L 06. No vehicle shall be driven on the common elements except in designated areas.
- Stopping L 07. Vehicles without a driver, stopped or standing on a driveway are deemed to be parked and are subject to ticketing and towing. Stopping on a driveway is permitted for a period of not more than 5 minutes, provided the vehicle is attended by the driver and 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.

- Handicapped L 08. The driver of a vehicle who drops off an elderly/handicapped/incapacitated person who requires assistance to a unit, may assist him or her, provided the vehicle does not block access by other vehicles, and the driver returns immediately to remove the vehicle from the driveway.
- Repairs L 09. No repairs shall be made to a vehicle either in a parking space or on the common elements, other than such repairs as are necessary to permit towing of the vehicle to a service station or other location off the common elements. A 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 L 10. Residue from the cleaning of the interior of a vehicle, such as ashtray debris or garbage must be disposed of in appropriate garbage containers and shall not be discarded otherwise.
- Removal L 11. The Corporation may require the owner or driver of any vehicle, bicycle, conveyance, structure or thing parked, placed, stored, located or kept on the common elements in breach of a Rule to remove it forthwith. In the event it is found on the common elements 24 hours 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 L 12. 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 or any other parking space during periods of maintenance, cleaning or repairs, upon at least 24 hours prior notice given by the Corporation.
- Towing L 13. Any vehicle or thing found to be in contravention of any of the Parking Rules may be ticketed, tagged and/or towed from its location, 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 moved to an alternate parking space, other location upon the common elements or to an impound lot, whereupon the vehicle owner shall be responsible for all fines, costs and expenses 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 L 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 L 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.

- Use of Parking L 16. Each parking space shall be used only for the purpose of parking a private passenger vehicle. A "private passenger vehicle", in addition to any criteria in the declaration, is a vehicle that is restricted to a height of 7 feet and a length not exceeding 20 feet and includes
- (i) a car, mini-van, or sport utility vehicle;
 - (ii) a motorcycle; and
 - (iii) pickup truck no larger than a half-ton pickup truck,
- and, irrespective of the vehicle's height or length, specifically excludes a truck larger than a half-ton pickup truck and any tractor trailer, camper van, vehicle with living, sleeping and/or eating facilities, trailer, boat, snowmobile, recreational vehicle, mechanical toboggan, machinery, equipment or any vehicle used exclusively for commercial purposes.
- Parking Space L 17. No portion of a vehicle shall extend beyond the boundaries of its parking space. Only one vehicle shall be parked in each parking space.
- Designated Space L 18. No person(s) other than the owner(s) of the designated unit as set forth in the declaration, or a permitted licensee, may own, lease or park upon in the parking garage. The Corporation will supply Owners with one parking access card per space. Tenants must receive a signed **Additional Access Card Request** Form (attached to the Rules as Schedule "K") from the owner prior to requesting and paying for an access card. The Board will establish a cost to replace a lost or stolen access card from time to time. Any Occupant who loses an access card must report this to security or Management as soon as the loss is discovered.
- Lessee L 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 if allocated in the Corporation's declaration to the applicable unit, except to another unit owner, successor owners and otherwise in accordance with any requirements set out in Section 18 the Corporation's declaration.
- Visitors' Parking L 20. There is no visitor parking available on site. Owners and their guest must make alternate arrangement. Parking is available, for a fee, on the P1 and P2 garage levels.
- Bicycles L 21. Bicycles are to be parked only in those areas designated for bicycle parking. Any Occupant wishing to store their bicycle in a locker must register his/her bicycle with the Manager, who will in turn provide the Occupant with a bicycle locker room key. A bicycle may not be chained, stored or parked in any parking space or on any part of the common elements not specifically designated for bicycle parking. Bicycles found chained, stored or parked in contravention of this Rule L 21 will be forcibly removed and impounded at the bicycle owner's expense and neither the Corporation nor any of its staff shall be liable for any damages to the bicycle as a result.

M: INSURANCE

Insurance

M 01. Subject to such criteria and requirements as may be set out in the Corporation's declaration, unit owners and tenants are strongly urged to obtain and maintain their own comprehensive all-risk condominium unit owner's insurance policy, 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, providing full replacement cost insurance coverage with respect to any of the following listed items. Owners should obtain insurance with respect to:

- (i) any additions, alterations, improvements or betterments made by the owner to his/her unit and to any of the Declarant's Original Installations or the common elements, including exclusive use common elements;
- (ii) contents insurance pertaining to furnishings, fixtures, equipment, decorating, art work, clothing, jewelry, furs and other chattels of the owner contained within the unit;
- (iii) the owner's personal property and chattels stored elsewhere on the property, such as in a locker or automobile;
- (iv) loss of use and occupancy of his/her unit in the event of damage and the cost of additional living expenses incurred by an owner if forced to leave his/her dwelling unit as a result of a peril covered by the owner's policy;
- (v) the cost of special assessments levied against an owner's unit by the Corporation;
- (vi) contingent insurance, in the event the Corporation's insurance is inadequate;
- (vii) insurance coverage pertaining to any deductible amount for which the owner may become responsible, as referred to in the Corporation's declaration or by-laws;
- (viii) public liability insurance, covering any liability of the owner or any resident, tenant, invitee or licensee of such owner's unit, to the extent not covered by the public liability and property damage insurance obtained and maintained by the Corporation;
- (ix) other insurance coverages may be obtained as part of a comprehensive condominium owner's insurance package.

N: PARTY AND THEATRE ROOMS

Party and Theatre Room(s)

Agreement

N 01. Any Occupant of a unit at the Corporation being at least 18 years of age and duly registered as such on the records of the Corporation (hereinafter called the "Licensee") who wishes to use Party and Theatre Room(s) shall fully and accurately complete and duly sign Party and Theatre Room(s) Reservation Agreement attached hereto to as Schedules "E"- "G" prior to the event.

Reservation

N 02. The Licensee shall submit Party and Theatre Room(s) Reservation Agreement to the Manager together with the room reservation fee referred to in paragraph N 03 hereof, in order to receive the approval of the Manager at least 72 hours in advance of use of Party and Theatre Room(s), or within such period of time as may be determined in the sole discretion of the Manager.

- Fee N 03. The Licensee shall pay a non-refundable rental fee for the use of Party and Theatre Room(s) and its facilities plus an additional non-refundable cleaning fee and security guard fee (as applicable) together with an additional refundable security deposit, in accordance with provisions set out in Party and Theatre Room(s) Reservation Agreement is also required. The total of the foregoing amounts shall constitute the room reservation fee which shall be paid in advance at the time of registration by bank draft, money order or certified cheque to the Corporation for each occasion during which Party and Theatre Room(s) is used.
- Guest List N 04. The Licensee shall provide to the Manager, at least 24 hours prior to the start of the function, a complete guest list naming the guests permitted to attend Party and Theatre Room(s) function. Guests not shown on the guest list may be refused access to the building or Party and Theatre Room(s).
- Inspection N 05. Prior to commencement of the room function, the Licensee shall attend with the Manager or the Corporation's Representative at Party and Theatre Room(s), and shall complete an initial inspection in accordance with the Inspection Report which is included in the Party and Theatre Room Reservation Agreement form. Upon termination of the room function or at an appointed time within 24 hours thereafter, the Licensee shall attend with the Manager or other representative of the Corporation at the designated Party and Theatre Room(s) premises to complete a final inspection of those premises and shall complete the said Inspection Report. In the event the Licensee fails to appear within the appointed time, the Corporation's Representative shall complete the Inspection Report and such representative's noted comments shall be deemed to be accurate and binding upon the Licensee.
- Supervision N 06. The Licensee shall carefully monitor and supervise the behaviour of the Licensee's guests and shall ensure that each of the guests attending Party and Theatre Room(s) function shall comply with all the provisions set out in these Rules, and the requirements of any security officer during their attendance at Party and Theatre Room(s) function and while on the common elements of the Corporation.
- Obey Laws N 07. The Licensee and guests shall comply with the provisions of the Act, the declaration, by-laws and rules, all federal, provincial and municipal laws, regulations, by-laws and ordinances and all authorities having jurisdiction with respect to any aspect of Party and Theatre Room(s) function, Party and Theatre Room(s) premises, the common elements of the Corporation or any of the activities conducted thereon.
- Security Guard N 08. For the Party Room Only - The Licensee shall hire at his or her own expense an additional security guard(s) approved by the Corporation for Party and Theatre Room(s) function in accordance with the requirements of the Party Room Reservation Agreement. The security guard(s) shall maintain security and order in accordance with the Corporation's security requirements and shall enforce the declaration, by-laws and rules in the best interests of the Corporation. If in the opinion of the Manager, security guard or a Director of the Corporation, the Licensee cannot or will not control the behaviour of his/her guests, or if any aspect of the party room function is being conducted in breach of the declaration, by-laws, or rules, such Manager, security guard or Director of the Corporation shall have full authority to terminate the function immediately and ask all persons to leave the premises, failing which the police may be called upon to enforce these provisions whereupon further use of the party room by the Licensee may be prohibited.
- Sound Equipment N 09. For the Party Room Only - No live entertainment, disc jockey, live band, musical

instruments, commercial sound equipment, microphone or personal audio system shall be permitted to be used in the party/media or media room except pursuant to written consent of the Board. Music shall cease at 1:00am. The party room shall be cleared of people and power and lighting shall be shut off no later than 2:00 a.m.

- Noise Nuisance N 10. The Licensee shall not permit any noisy or rowdy behaviour, any nuisance or illegal act in or adjacent to Party and Theatre Room(s) or upon the common elements, nor any behaviour which may disturb the quiet enjoyment of other Occupants. Music shall be kept to a reasonable volume and bass level. All doors to Party and Theatre Room(s) shall be kept closed while Party and Theatre Room(s) function is in progress and such other measures shall be taken as required by the security guard to minimize noise or nuisance disturbances.
- No Loitering N 11. No person participating in Party and Theatre Room(s) function shall loiter in the hallways, recreational centre, parking areas, garages, walkways, landscaped areas or any other portions of the common elements.
- Alcohol N 12. The Licensee shall be responsible to ensure strict compliance with all laws and requirements pertaining to the serving and consumption of alcohol of any kind. The Licensee shall ascertain the need for, obtain and if necessary, post any permits, licenses or consents as may be required. The Licensee shall ensure that no illegal drugs are consumed by any person on the premises and that no alcohol is served to any minor person. The Licensee shall ensure that any person who has consumed alcohol or substance on the premises in a manner which might impair such person's abilities which might cause such person to breach any law, shall refrain from driving a vehicle away from the property of the Corporation. The Licensee shall make any arrangements necessary for the care of any ill, injured or intoxicated person. Any illegal possession of drugs or alcohol or apparently excessive consumption of alcohol may result in immediate cancellation of the room function without any refund of the security deposit. No alcoholic beverages shall be served after 12:00 midnight. All empty glasses, bottles and dishes shall be returned to the bar or other designated area. No liquor, drinks or food shall be transported or consumed outside of Party and Theatre Room(s) during Party and Theatre Room(s) function.
- Inappropriate Use N 13. Party and Theatre Room(s) shall not be used for a commercial event, nor for any immoral or offensive use. Where, in the sole discretion of the Board of Directors, it is determined that the requested **Party and Theatre Room(s)** function should more properly be held at an off-site commercial establishment, the Licensee shall thereupon be disallowed use of Party and Theatre Room(s).
- Capacity N 14. The Licensee shall ensure that the number of persons using Party and Theatre Room(s) does not exceed the capacity in respect of such designated **Party and Theatre Room(s)** and a Licensee agrees to comply with all *Ontario Fire Code* regulations and safety procedures including, but not limited to, maximum occupancy allowances.
- Alter Facilities N 15. The Licensee shall notify the on-site Manager or Administrator if there is a need to bring additional furniture/equipment/facilities into Party and Theatre Room(s) or to move or remove the existing furniture. In the event any catering or other supplies constitute bulky items as defined in the Moving Elevator Rules, the Licensee shall require the caterer or other person(s) making deliveries to Party and Theatre Room(s), to use the designated

service elevator and the Licensee or his or her agent shall sign and be responsible for the Elevator Reservation Form.

- No Liability N 16. The Corporation shall not be liable for any items lost, damaged, destroyed or stolen from a **Party and Theatre Room(s)**, common elements or any other area, or for any delay pertaining to Party and Theatre Room(s) function, or for any injury, illness, accident or death pertaining to any guests attending Party and Theatre Room(s) function.
- Indemnification N 17. The Licensee shall indemnify, save harmless and release the Corporation, the Corporation's Representatives and Occupants of, from and with respect to any liability, illness, injury, death, demand, damages, expenses, penalty, fine, or breach of any law, regulation, by-law, ordinance, the Room Reservation Agreement or any other legal regulatory obligation, suit, action, cause of action, proceeding, contract, legal costs on a full indemnity basis, or claim of any nature or kind affecting a person or property of any kind whatsoever arising from or pertaining to the use by the Licensee or any guest of the Licensee of Party and Theatre Room(s), the common elements, furniture, equipment, facilities, vehicles, personal property, food, alcohol, drugs, or any other matter, things or event whatsoever involving the Corporation related to Party and Theatre Room(s) function, which indemnification and release shall survive any termination of use of Party and Theatre Room(s).
- Security Deposit N 18. The security deposit may be retained by the Corporation in whole or in part as a result of any loss or expense suffered or incurred by the Corporation or the Corporation's Representatives to clean, maintain, repair, replace or rectify Party and Theatre Room(s), common elements or contents or to recompense the Corporation for any damage, defects, loss, breach of Party and Theatre Room(s) Rules, breach of Party and Theatre Room(s) Reservation Agreement, indemnification or expense incurred by the Corporation with respect to Party and Theatre Room(s), the common elements, furniture, equipment, facilities, units or personal property or vehicle of any unit Occupant if such damage, defect, loss, breach, indemnification or expense was caused by the Licensee or those for whom the Licensee is responsible or occurred during the period between the initial inspection and final inspection. In the event no such damage, defect, loss, breach, indemnification or expense has been incurred, the security deposit shall be refunded to the Licensee within 5 business days after completion of the final inspection. In the event the security deposit is insufficient to rectify any such damage, defect, loss, breach, indemnification or expense, the Licensee shall pay the amount of the shortfall promptly after receipt of the Corporation's invoice with respect thereto, and such amounts may be collected in the same manner as common expenses if not paid.
- Rectification N 19. The Licensee acknowledges that the Corporation shall be entitled to clean, maintain, repair, replace, rectify, or be recompensed for any such damage, defect, loss, breach, indemnification expense to restore the premises to a first-class quality standard in a good and workmanlike manner using top quality labour and materials and matching existing finishes where applicable. The Corporation shall be entitled to charge standard hourly rates for the cost of labour for each of the Corporation's Representatives together with the cost of materials, or alternatively, the cost of labour, services and materials as provided by independent contractors together with the administration charge of 15% thereon.

O: PETS

- Household Pets O 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, invertebrate, pest, game animal, farm animal, wild or endangered 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 O 02. Each unit shall be permitted to keep no more than one dog and or two cats. The maximum number of caged birds permitted is two. Fish tanks shall contain no more than 227 litres (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 O 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 **Residents' Registration Package** referred to in Rule A 01 hereof within 30 days after these Pet Rules come into effect.
- Care & Control O 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 O 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 O 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 enrol 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 rights 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 O 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 2 meters (six and a half feet) in length) while on any portion of the common elements. No Occupant shall leave a pet unattended on a balcony, patio, and 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. 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. Owners are permitted to use the dog park on the 10th floor.
- Exercise O 08. Pets shall not be exercised and shall not relieve themselves in the lobbies, corridors, stairways, footpaths, sidewalks, pavements, balconies, patios, terraces, gardens, landscaped areas or any of the common elements, except pets may be exercised at the dog park on the 10th floor.
- Scoop O 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 O 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. Owners will be back charged any costs related to damage caused by their pets.
- Evacuation O 11. In event of an emergency evacuation of 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 O 12. Visually-impaired, hearing-impaired or handicapped Occupants who require the assistance of a trained service dog, may be accompanied by a well-behaved service dog on a leash in the common areas.
- Visitors O 13. Visitors and guests are not permitted to bring pets onto the common elements or into the units of the Corporation.

- Breeding O 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 O 15. When the Board has made a determination that a pet must be removed from the common elements and the 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 60 days after the Board has given written notice requiring removal of the pet. An animal deemed by the Board to be dangerous or a health risk to others 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.
- 35 lbs. O 16. No Occupant may acquire or bring into any unit or upon the common elements any pet that weighs or will weigh (when an adult) in excess of 15.9 kilograms (35 pounds), or standing higher than 24" at the shoulder, 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 and height of the pet.
- Grandfathering O 17 Rule O16 is not enforceable against existing pets registered with the Corporation in accordance with the criteria and within the registration deadline established by the Board. A pet existing in a unit and registered with the Corporation prior to the registration deadline shall be entitled to remain in a unit and travel through the common elements for the balance of the pet's life, provided that the pet and the Occupants of the unit in which it resides do not breach any of these Pet Rules in a manner which causes the Board to exercise its discretion to require removal of the pet. No existing or future Occupant shall acquire and keep in a unit or upon the common elements any new or replacement pet or any other pet whatsoever contrary to Rule O16 after the date this Rule came into effect, except a pet grandfathered by this rule.

P: ENFORCEMENT

- Enforcement P 01. The Board, acting reasonably will enforce the provisions of the Act, the declaration, by-laws and rules of the Corporation.
- Indemnification P 02. Occupants shall indemnify, save harmless and release the Corporation, the Corporation's Representatives and other Occupants of and from any "Claim", including, without restriction, any loss, liability, penalty, fine, suit, action, cause of action, proceedings, injury, incident, illness, death, demand, damage, damages, expenses, legal costs on a full indemnity basis, and any such or any other 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, the Act or any other law, regulation, by-law, ordinance, or any other legal or regulatory obligation. The amount of

any such Claim 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 either or both of them. 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.

Mediation &
Arbitration

P 03. In the event an Occupant fails or refuses to comply with any provision contained in the Act or contained 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 or as agreed by the parties. In the event of non-compliance with a provision contained in the Act or in the Corporation's declaration, by-laws or rules, the Owner and/or tenant shall jointly and severally, fully reimburse the Corporation for all losses, damages, expenses, legal costs on a full indemnity basis and any other Claim incurred by the Corporation, subject to registration of a lien against the Owner's unit when permitted by the Act, the Court or the Arbitrator 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.

Suspension Rights P 04. a) In the event it is alleged that a person enjoying the Corporation's common elements, assets and Recreational Facilities (including any Shared Facilities):

- (i) breaches the Act, declaration, by-laws or Rules of the Corporation;
- (ii) submits inaccurate or fraudulent information to the Corporation in any application, information form or at the time of entry to the Recreational Facilities;
- (iii) causes potential or actual harm, injury or damage to any person or property, or creates a health or safety risk or a significant nuisance;
- (iv) engages in any conduct that constitutes criminal activity; or
- (v) causes an undue nuisance, disturbance or interference with the rights of others;

the board may, in its sole discretion, after a fair hearing, consideration of any applicable evidence or presentation by any party/media and after due deliberation, find an occupant or one or more guests thereof to be in breach or default of any of the foregoing restrictions, whereupon the board may suspend for a specific period of time or restrict such person's rights of access to or use of the Recreational Facilities or any other non-essential common elements, assets or non-essential facilities of the Corporation as may be specified by the board, as the board deems appropriate in the circumstances. If the person is not a resident occupying a unit of the Corporation, that person may be suspended indefinitely. In the first instance and until determination of the outcome of the board's deliberations, the property Manager has the authority to temporarily suspend such person's rights of access to and use of the Recreational Facilities if such remedy is determined by the property Manager to be appropriate in the circumstances due to the severity or repetition of the person's breaches or defaults, subject to the board's authority to amend, vary, or reverse the property Manager's decision. Any person accused of breach or default of any of the foregoing restrictions has

the right to appeal to the board, present the person's evidence and argument and to receive a fair hearing before the board, pursuant to the person's written request for a hearing, which shall take place within 45 days thereafter and shall be conducted in accordance with the principles of natural justice prior to the board making its decision.

b) Further provisions and restrictions applicable to the use and enjoyment of the common elements, assets, Recreational Facilities and Shared Facilities of the Corporation may be contained in the Corporation's existing Rules or any Rules proposed hereafter from time to time, as determined by the board.

Q: RECREATION CENTRE

- Fitness Room Q 01. Proper attire must be worn at all times. Shirts and shoes must be worn. No street clothes, no bathing suits and only non-marking (non-skid) athletic shoes are permitted. Residents under the age of 12 are prohibited from using the room. Residents between the ages 12 and 17 must be accompanied and strictly supervised by an Adult Resident at all times who is not less than 18 years old. Removal or relocation of any equipment is strictly prohibited. All equipment (dumbbells, free weights, etc) are to be put back after use. Do not drop dumbbells on the floor. No beverages in glass containers or food is permitted. Battery operated radios, iPODs, MP3 players, etc can only be used with headsets. Television sets must be turned off after use. Equipment use is limited to 30 minutes at a time. In case of violation Occupants will be asked to leave and can have their privileges suspended.
- Pools and Whirlpool Q 02. All bathers must follow all posted pool rules and regulations. All bathers must shower with warm water and soap before entering any pool or whirlpool. The whirlpool is limited to Residents who are older than 12. Occupants between the ages of 12 and 17 must be accompanied by an Adult Resident over the age of 18. There is no running, jumping or diving in any pool at any time. The outdoor pool is open seasonally and located on the 10th floor. An occupant must be registered in the system in order to use the pool. All Occupants must register with the Concierge staff by showing a piece of identification. If Occupants are using the sun bathing only a hand stamp will be provided. If Occupants are using the pool a wrist band will be provided. Wrist bands must be surrendered back to the Concierge on the day they are issued. They will not be valid for subsequent days. In cases of violation Occupants will be asked to leave and can have their privileges suspended.
- Sauna Q 03. There is a sauna located in each of the 9th floor male and female change rooms. Rules and regulations for their use are posted and may change from time to time. In case of violation Occupants will be asked to leave and can have their privileges suspended.
- Business Centre Q 04. There are three Business Centre rooms located on the 9th floor. These are used on a first come first served basis. There is a maximum occupancy of two persons per room.

R: REPEAL AND ENACTMENT

- Repeal & Enactment R 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

- R 02. The Board has passed and enacted these Rules of the Corporation at a meeting of the Board duly called and held on the 21st day of August, 2012 in accordance with the requirements of s. 58 of the Act. A copy of these Rules and a Notice of these Rules was forwarded to each of the owners on the 28th day of September, 2012. These Rules come into effect and are enforceable in accordance with their terms on the 28th day of October, 2012, 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.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2130**
(the ACorporation@)

COMPREHENSIVE GENERAL RULES

WHEREAS the board of directors has reviewed and improved a set of Comprehensive General Rules customized to suit the circumstances of the Corporation and after due consideration wishes to pass the Comprehensive General Rules in order to maximize owners= and residents= enjoyment of all of the common elements, facilities and units of the Corporation and to prevent inconveniences caused by others;

NOW THEREFORE BE IT RESOLVED THAT:

1. The board of directors hereby passes the Comprehensive General Rules, including each of the Schedules attached thereto (a copy of which is attached hereto as Schedule AA@) respecting the use of the common elements and units to promote the safety, security or welfare of the owners and of the property and assets of the Corporation, and to prevent unreasonable interference with the use and enjoyment of the common elements, units and assets of the Corporation, in accordance with the requirements set out in s. 58 (1) of the *Condominium Act, 1998* (the AAct@).
2. The Corporation is hereby authorized and directed to repeal any and all pre-existing rules of the Corporation so that the Comprehensive General Rules shall be valid and binding rules in good standing, superseding any and all pre-existing rules of the Corporation.
3. The Comprehensive General Rules shall take effect on the 31st day after the Notice of Rules has been forwarded to each of the owners in accordance with any of the permitted methods of giving notice as set out in s. 47 of the Act, or at such date as the owners may approve them at a meeting of owners, if the board receives a requisition for an owners= meeting in accordance with s. 46 of the Act to discuss the Comprehensive General Rules, within 30 days after the date the Notice of Rules was given to the owners.
4. The board acknowledges receipt of the opinion of the Corporation=s solicitors that to the best of their knowledge and belief, the Comprehensive General Rules are reasonable and consistent with the provisions of the Act and the Corporation=s declaration and by-laws and that the Comprehensive General Rules are not in contravention of any requirements of the *Human Rights Act* or any other legislation or case law requirements, provided that it is recognized that existing or future common law precedents may amend, restrict, interpret or prohibit any of the provisions set out therein.

The foregoing resolution was duly passed by the Directors of the Corporation at a meeting of directors duly called and held.

DATED this 21 day of August, 2012.



President



Secretary