



## CONDOMINIUM RULES PAGE 1

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### 1. Quiet Enjoyment

- a) No owner, resident, or visitor shall create or permit the creation or continuance of any noise or nuisance which does or may unreasonably disturb, annoy, or interfere with the comfort or quiet enjoyment of other residents. This may include, but is not limited to: loud music, loud conversations, loud equipment, drifting of smoke or drifting of odours.
- b) Upon notice or instruction from the concierge, property manager, or any member of the Board of Directors of the Corporation (the 'Board'), any owner or resident personally, or whose visitors are contravening or have contravened this Rule shall abate the noise or nuisance at his or her expense to the Board's satisfaction without delay.
- c) The use of firecrackers or other fireworks is not permitted in any of the units or common elements.
- d) Smoking is prohibited except in the residential units and exclusive use common elements.
- e) No auction sales, contents sales, or other public events shall be allowed in the units or common elements.

### 2. Safety

- a) No hazardous, combustible, or offensive goods, provisions or materials shall be kept in any of the units or exclusive use common elements.
- b) No propane or natural gas tanks or heaters shall be kept or used in any of the units or exclusive use common elements.
- c) No charcoal or wood-burning stoves, barbecues, or appliances shall be kept or used in any of the units or exclusive use common elements.
- d) Nothing shall be done or kept in any of the units or exclusive use common elements, which will increase the risk of fire or the rate of fire insurance premiums, or breach or conflict with any applicable laws pertaining to fire safety or the environment, or the provisions of any insurance policy carried by the Corporation.
- e) Owners/residents of units with fire screens that drop down in the case of fire to cover certain windows must keep them free from any obstruction that would impede their deployment in case of fire.
- f) The doors from the residential units to the corridors (hereinafter called "unit access doors") shall not be left open, and, for ventilation reasons, weather stripping shall not be added to such doors. Weather stripping that has been added must be removed as it affects the air balancing in the building.



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### 3. Security

- a) Residents shall immediately report any suspicious person(s) seen on the property to the property manager or concierge.
- b) Building access fobs or common element keys shall not be made available to anyone other than owners and residents, except to a person minding a unit during the resident's absence.
- c) Transferring of keys and fobs during ownership or occupancy changes must be done directly between the parties or their lawyers as the property manager and concierge are not authorized to do so.
- d) Building access doors shall not be left unlocked or wedged open except as reasonably required in connection with a move for which an elevator is on reserved service.
- e) Locks on unit access doors must be compatible with the building's "master key" system for emergency access.
- f) No additional locks shall be placed on a unit access door.
- g) If an owner wishes to change a lock on a unit access door a request should be made to the property manager. Except in emergencies, no change of a lock is permitted without the prior consent of the Board or property manager. The change of lock, if consented to, shall be done by a locksmith approved by the Board or property manager and changed in the presence of the property manager or superintendent. The cost of the locksmith and materials are the responsibility of the owner. Requests to change locks will not be entertained from residents who are not owners except in emergencies.
- h) No visitor may use or have access to the common elements and facilities unless accompanied by an owner or resident.

### 4. Contractor Access and Conduct

- a) Upon arrival at and departure from the property, contractors and other service providers must sign in and out with the concierge at the beginning and end of his or her working day on site.
- b) Contractors and other service providers must adhere to the "CONTRACTORS GUIDELINES" that are available from the concierge.
- c) Contractors and other service providers delivering materials or removing materials or debris shall cover the corridor carpets and make arrangements with the concierge for installation of elevator protection, and upon finishing shall make arrangements for removal of the elevator protection and inspection of the elevator and surrounding common elements.
- d) It is the responsibility of owners and residents to ensure compliance with these provisions by their contractors and service providers.



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### 5. Use of Elevators

- a) Elevators shall not be used for purposes of major moves of furniture or other items in or out of a unit unless an ELEVATOR BOOKING AGREEMENT has been executed and related requirements and payments satisfied. Minor moves or deliveries of furniture or other items, as determined by the concierge, may be made without an ELEVATOR BOOKING AGREEMENT or elevator deposit, but all other provisions of this Rule 5 shall apply.
- b) Elevators may be reserved by residents and owners for use by residents, owners, movers, contractors, and approved service personnel in accordance with the RULES and the terms of the Corporation's form of ELEVATOR BOOKING AGREEMENT in effect from time to time.
- c) Any resident or owner wishing to reserve an elevator shall complete and provide to the property manager an ELEVATOR BOOKING AGREEMENT together with a damage deposit in the amount determined by the Board from time to time ("elevator deposit").
- d) An elevator deposit shall be by cheque unless either: (i) the move concerns a residential unit which has been sold and is a move out of the unit, or (ii) the move is into a residential unit and the person(s) moving into the unit are not the owner(s) or purchaser(s) of the unit, in which event the elevator deposit shall be by certified cheque, bank draft, or money order.
- e) Elevators may only be reserved for use during one four (4) hour period from 9:00 a.m. to 1:00 p.m. or from 1:00 p.m. to 5:00 p.m.
- f) If the move is not completed within the reserved time, the concierge shall extend the reserved time by up to two (2) hours and if the move is still incomplete, the elevator deposit shall be forfeited to the Corporation and the move shall be permitted to continue.
- g) The owner or resident shall arrange for the concierge to install protective pads and floor cover in the elevator, and to inspect with the owner or resident the elevator and surrounding common elements in accordance with the ELEVATOR BOOKING AGREEMENT. Such inspections shall occur immediately prior to and immediately following the move. The concierge will report any damages to the property manager. The concierge and property manager shall withhold return of the elevator deposit until final costs of any necessary repairs have been determined and the repairs completed.
- h) The resident and owner of the residential unit shall be liable for the full costs of all necessary repairs.
- i) The elevator deposit, if not forfeited, shall be applied on account of the costs of the repairs and any surplus shall be returned to the owner or resident who paid the deposit.
- j) Corridors and elevator lobbies shall not be obstructed prior to, during, or after a move or delivery.
- k) In no event shall the Corporation, property manager, or Board be liable for any inconvenience, or for claims for any losses, costs, or damages.
- l) Elevators shall not be used in any manner that may endanger or inconvenience other residents. Elevators shall not be overloaded, jumped in, pried open, or kept from closing.



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### 6. Use of Common Elements

- a) Smoking is not allowed in or on the common elements except the exclusive use common elements.
- b) No equipment, furniture, or other items shall be moved or removed from the common elements without the approval of the Board or property manager.
- c) Residents shall not leave, store or dispose of items upon the common elements except for the permitted use of the garbage chutes and P1 Garbage Room.
- d) The common elements shall not be used by residents for public or commercial purposes.
- e) Except as otherwise provided in this Rule 6, no portion of the common elements or exterior of the building shall be altered, painted, or decorated except as approved by the Board.
- f) A seasonal swag or wreath may be hung on a suite entrance door using an over the top of the door hanger during the seasonal period of December 1 to January 10 inclusive, or other period determined by the Board.
- g) Suitable clothes and appropriate footwear must be worn (i) in the pool/spa area and in the fitness room, and (ii) in the hallways and other common areas, including, but not limited to while walking between the resident's unit and the pool/spa area or fitness room.
- h) The rear garden is intended for private and personal use only and is not for use by guests unaccompanied by residents even if they are guests at a function in the Multi-purpose/Media Room.
- i) Running, shouting and ball playing are not allowed in the rear garden or other common element areas.
- j) Food and non-alcoholic beverages are permitted at any time in the rear garden, but bottles, containers, glasses, plates, and similar items must be non-breakable. Alcoholic beverages are permitted in the rear garden only between the hours of 12 noon and 9:00 p.m.
- k) Events held by the Corporation ("Corporate Events"), such as the summer barbecue to which owners and residents are invited, are permitted in the rear garden. Barbecues may be brought into the rear garden for use at Corporate Events only. The restrictions pertaining to the consumption of alcoholic beverages and use of non-breakable containers, etc. in the rear garden shall not apply to Corporate Events.
- l) No food or beverages shall be consumed upon the condominium property except in the rear garden as set out above, in residential units and their exclusive use common elements, the guest suite when booked, the Media Room when used by itself, the Board/Meeting Room, and the Multi-purpose Room/Media Room, when booked by an owner or resident, or used by the Corporation for a meeting or function.
- m) No rollerblading or skateboarding is permitted in any of the common element areas inside or outside the building.



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### 7. Residential Units

- a) Units shall be occupied and used only as private single-family residences in accordance with the zoning by-laws of the City of Toronto and other laws.
- b) Residents must provide to the property manager a completed current RESIDENT INFORMATION FORM including vehicle information upon moving into the building and shall provide an updated form as soon as possible after any change to the information provided.
- c) No immoral, improper, offensive, or unlawful use shall be made of any unit.
- d) Residents shall not permit an infestation of pests, insects, vermin, or rodents in their units or exclusive use common elements. Residents must immediately report to the property manager any incident of such infestation.
- e) Residents shall not overload existing electrical circuits.
- f) Water shall not be left running unless in actual use.
- g) The toilets, sinks, showers, bathtubs, and other parts of the plumbing system shall be used only for the purpose for which they were constructed, and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The cost of repairing damage to the common elements and other units resulting from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose tenant, family, guest, invitee, employee, agent, or contractor caused it.
- h) No hoarding is allowed in any unit or exclusive use common elements.

### 8. Balconies, Patios and Terraces (exclusive use common elements)

- a) Nothing shall be thrown out of or otherwise emitted from or off the windows, doors, or exclusive use common elements. These items include but are not limited to miscellaneous debris, refuse, cigarette butts, plant water, or water used in washing balcony floors or furniture.
- b) No plants, lights, decorations, or other items of any kind are permitted to be attached to, or suspended from, any balcony railings or dividers.
- c) No mops, brooms, dusters, rugs, or bedding shall be shaken or beaten from any window, door, or exclusive use common elements.
- d) No awning, foil paper, or shades shall be erected over, in, on, or outside of the windows, doors, or exclusive use common elements, without the prior written consent of the Board. Shades and other window coverings are permitted on the insides of doors and windows, but must be white or off-white in colour.
- e) No painting shall be done by residents or visitors to or on the exterior of the units, railings, doors, windows, or any other part of the common elements including exclusive use common elements.



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### 8. Balconies, Patios and Terraces (exclusive use common elements) cont.

- f) No hanging or drying of clothes is allowed in or on any exclusive use common elements.
- g) Exclusive use common elements shall not be used for the storage of any goods or materials. Seasonal furniture is allowed on exclusive use common elements, but must be safely secured to avoid being blown off or around by inclement weather.
- h) Flags and other adornments visible to the outside are not permitted to be displayed by residents in their units or exclusive use common elements except as otherwise permitted by this Rule 8.
- i) Seasonal white LED lights are permitted on or within exclusive use common elements during the seasonal period of December 1st to January 10th inclusive provided that (i) the emitted light is not visible from the adjacent Park Lawn Cemetery (ii) the lights shall not be fastened to the exterior of the building or to any railings or dividers, and (iii) the lights are not flashing lights.

### 9. Leasing of Units

- a) Any lease or tenancy of a residential unit (in this Section called a "Lease") shall be for a minimum of six (6) consecutive months, or shorter period consented to by the Board in writing, in advance, in the Board's sole discretion. If a Lease is terminated, expires or otherwise ends prior to the last day of such six (6) consecutive month period, or Board approved shorter period, then the unit shall not be re-leased or otherwise occupied by anyone other than the owner or the owner's immediate family until the expiry of such six (6) consecutive month or Board-approved shorter period. The Board may, but is not obligated to, permit a re-leasing of the residential unit where the facts indicate to its satisfaction no intention on the part of the owner/tenant to lease (or to have leased) the unit on a short-term basis. No unit shall be occupied under a Lease for transient, hotel-like commercial or corporate purposes of any sort. No roomers or boarders are permitted.
- b) Within thirty (30) days of leasing of a unit, the owner shall provide the property manager with a copy of the Lease or a Form 5 (as required by the Act), and shall provide the property manager with the Corporation's form of TENANT'S UNDERTAKING AND ACKNOWLEDGMENT signed by each tenant together with an updated RESIDENT INFORMATION FORM including the names, contact phone numbers, and vehicle information of the tenants.
- c) Information on the RESIDENT INFORMATION FORM shall also include the owner's off-site address and all contact numbers, and shall be updated without delay after any change of information.
- d) The owner shall notify the Corporation immediately when the residential unit is no longer rented and shall provide an updated RESIDENT INFORMATION FORM.
- e) The owner shall be responsible for informing their tenants of the RULES of the Corporation and shall be responsible in the event of non-compliance.



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### 9. Leasing of Units cont.

- f) The owner shall be responsible for any damages or required additional maintenance to the common elements or other units caused by their tenants or other visitors or those for whom they are in law responsible and shall be responsible for all costs incurred by the Corporation for such maintenance and repairs.
- g) No owner shall allow his tenant to sublet the unit to another tenant.
- h) Parking units may only be leased to residents in occupation of a residential unit and the above sub-rules (a) to (g) shall also apply to leased parking units.

### 10. Maintenance and Repairs

- a) Owners and residents must immediately repair or cause to be repaired all leaking taps or pipes or conduits carrying water within the unit and which service their unit only.
- b) Any repairs to the units shall be made between 8 a.m. and 6 p.m. Monday to Saturday except in emergencies. Repairs are not permitted on Sundays and holidays except in emergencies.
- c) Owners/residents shall be responsible for any damages or required additional maintenance to the common elements or other units caused by themselves, or residents of their units, or the owner's or resident's visitors and shall be responsible for all costs incurred by the Corporation for such additional maintenance and repairs.

### 11. Renovations

- a) Any renovations planned in a unit, including flooring, plumbing, electrical, mechanical, structural, or cable alterations, must be presented to and approved in writing by the Board prior to work being started. The owner shall complete and submit a RENOVATION REQUEST FORM. Depending on the extent of the renovation the presentation to the Board must include detailed plans and drawings.
- b) No garburators shall be installed in any unit.
- c) Work must be supervised by an approved licensed contractor.
- d) Electrical circuits must not be overloaded. The amperage of the circuit breakers in the unit shall not be altered.
- e) Passageways and walkways which are part of the common elements shall not be obstructed or blocked in any way during renovations and shall be used only for the purpose of ingress and egress to and from the unit.
- f) Work may only be done between the hours of 8 a.m. and 6 p.m., Monday to Saturday, except in emergencies and is not permitted on Sunday or holidays, except in emergencies.
- g) Plumbing and electrical work must be done by licensed plumbers or electricians.





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### 12. Residents' Parking

- a) For the purpose of these RULES "motor vehicle" shall mean a private passenger automobile, station wagon, compact van, small truck or motorcycle as customarily understood.
- b) No vehicle other than a "motor vehicle" as defined above, and no trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked in a parking unit, in the underground garage, or on any part of the common elements.
- c) All motor vehicles operated by residents must be registered with the property manager immediately and shall be referred to on the RESIDENT INFORMATION FORM. Residents must immediately reregister and sign a new RESIDENT INFORMATION FORM as soon as possible after a change of vehicle or license plate particulars. Information provided must include all vehicle identification including the license plate particulars of each vehicle which may be parked in the parking unit.
- d) No person shall place, leave, park, or permit to be placed left or parked in a parking unit, or upon the common elements, any vehicle which in the opinion of the property manager or the Board, may pose a security or safety risk, by reason of its length of unattended stay, physical condition, appearance, or potential damage to the common elements. Within seventy-two (72) hours of written notice from the Board or property manager, the owner of the parking unit shall at his or her expense remove or attend to the motor vehicle as required and directed by the Board or property manager.
- e) If a motor vehicle is left standing in a parking unit or upon the common elements and is unlicensed or unregistered with the property manager or if the requirements and directions given by notice under this Rule 12 are not carried out, the vehicle may be towed, at the parking unit owner's expense, without further notice to the owner of the parking unit, or any notice by the Corporation to the owner of the motor vehicle.
- f) No more than one motor vehicle may be parked in a parking unit at one time. In addition, up to two "Permitted Items" may be stored in a parking unit. A "Permitted Item" means any one of the following: an empty bundle buggy, an empty child's wagon, an empty child's pram or a child-sized bicycle (which does not have to be on a rack).
- g) Except as permitted in Rules 12 (f) and 19 (a), parking units shall not be used for storage including but not limited to storage of boxes, storage containers, bottles containing fluid, tires, roof racks, or unauthorized bicycle racks.
- h) No motor vehicle having a propane or natural gas propulsion system may be parked in a parking unit or brought within the parking garage.
- i) No servicing or repairs shall be made to any motor vehicles in any unit or common element.
- j) No washing of motor vehicles may take place in any unit or common element.
- k) The parking unit owner, or resident using the space, shall ensure that no oil or other spills remain on the garage floor of the parking unit and shall make every effort to immediately clean them up to limit damages.



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### 12. Residents' Parking cont.

- l) Residents' motor vehicles shall not be parked in the Visitors Parking area, the front circular driveway, which is a fire route, or in the garbage areas at the east side of the property. This provision shall not apply to restrict parking for a reasonable time required to load or unload household effects, provided disruption to other persons and vehicles is minimized.
- m) Motor vehicles shall not be driven at a speed in excess of the posted rate.
- n) No parking unit may be sold, conveyed, assigned, leased or otherwise transferred except to the Corporation or to an owner of a residential unit, but may be leased to a resident in occupation of a residential unit, subject to the RULES.

### 13. Visitors' Parking

- a) Only staff on duty, contractors who are working for the Corporation, and authorized visitors may park in the Visitors Parking area.
- b) Overnight guest parking by visitors shall be reported in advance to the concierge and may be allowed up to a maximum of 7 consecutive nights. A permission issued by the concierge must be displayed on the dash.
- c) Residents shall not park in the Visitors Parking area at any time except by permission of the property manager, who may permit a resident to park in Visitors Parking to allow maintenance work or repairs in the resident's parking unit, or for any other reason acceptable to the property manager.

### 14. Front Circular Driveway

- a) The front circular driveway/turning circle is a fire route and may only be used for drop off or pickup of passengers.
- b) Vehicles parked or stopped for an excessive period of time, as determined by the property manager or the concierge, in their sole discretion, may be subject to a report to the police, towing, and other enforcement.
- c) Delivery vehicles (except couriers) shall not enter upon or utilize the front circular driveway/turning circle. The east entrance is to be used.
- d) Large items or packages, as determined by the concierge, shall not be delivered through the main lobby. The move-in entrance at the east of the building is to be used.



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### 15. Pets

- a) No pets shall be kept or allowed in any unit or exclusive use common elements other than two (2) general household domestic pets, being cats, dogs, canaries, budgies, or other similar caged birds, or an aquarium of goldfish or tropical fish.
- b) No exotic animals (e.g. snakes, reptiles) shall be kept or allowed in any unit or on the common elements including exclusive use common elements.
- c) Dogs and cats must be leashed or carried at all times while on the common elements.
- d) No animals shall be kept or allowed on the nonexclusive use common elements except for the taking of permitted animals (referred to above) directly to or from a unit.
- e) No pets are allowed in the garden.
- f) No breeding of animals for sale or otherwise shall be carried on in any units or the common elements including exclusive use common elements.
- g) No attack dogs shall be kept or allowed in any unit or the common elements including exclusive use common elements.
- h) No animal declared to be a nuisance by the Board or property manager in their absolute discretion may be kept or allowed by any owner or resident in any unit or exclusive use common elements. Nuisance may include but is not limited to (i) continued or excessive barking, (ii) repeated voiding or defecation on the common elements inside or outside, (iii) the Board or property manager considering the animal to be a danger to residents or others (iv) the Board or property manager considering the animal to have the potential to cause undue fear to residents or others (v) any animal whose owner or person in charge fails to immediately clean up any urine or defecation by such animal upon the common elements.
- i) Within two (2) weeks of receipt of a written notice from the Board or property manager requesting the removal of an animal deemed to be a nuisance the resident or unit owner shall permanently remove such animal from the property.
- j) Persons owning or caring for animals must immediately clean up any urine or defecation deposited by the animal so that the common elements are neat, clean, and in good order at all times. Failure to do so may be deemed a nuisance and subject to the terms outlined above and/or the Board may cause any costs of cleanup or damage to be charged to the applicable unit owner.
- k) No defecation or urine, bagged or otherwise, shall be deposited in any common element garbage receptacle except if bagged and placed in the garbage chute.



## CONDOMINIUM RULES PAGE 12

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### 16. Notices

- a) Notices or any other correspondence from the Corporation or property manager to an owner or resident may be delivered to the owner's residential unit, or sent to the owner by e-mail or fax, subject to the Act, where applicable.
- b) Owners/residents who wish to post notices on the bulletin board in the mail room (the "Bulletin Board") may do so, subject to prior approval of the property manager or the Board, and subject also as follows.
  - i. No commercial notices or advertisements may be posted on the Bulletin Board.
  - ii. If the notice is for the sale or lease of a residential unit, the notice may not indicate an asking price for the unit or amount of rent.
  - iii. No notice may be larger than 8.5"x11"
  - iv. No notice may be posted for more than 30 days.
  - v. If the notice is for an item or items for sale, the item(s) are owned by the resident and located in the resident's unit or the item is a motor vehicle registered with the property manager and parked in the resident's parking unit.
- c) The Corporation may post notices on the Bulletin Board and other bulletin boards at its discretion.
- d) No signs, advertisements, or other notices shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements without prior written consent of the Board, which may be arbitrarily withheld.

### 17. Garbage Disposal

- a) Garbage must be deposited in the garbage chute according to posted instructions or deposited in the Garbage Room on P1.
- b) All garbage must be appropriately bagged before being deposited in the garbage chute.
- c) No burning cigarettes, cigars, ashes or other potential fire hazards shall be deposited in the garbage chutes.
- d) No garbage shall be placed in the garbage chute between the hours of 9 p.m. and 8 a.m.
- e) No garbage is to be left on the floor of a garbage chute room or elsewhere on the common elements.
- f) Any garbage that will not easily fit into or may block the garbage chute shall be taken to the Garbage Room on P1.



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### 17. Garbage Disposal cont.

- g) Dead batteries and fluorescent or mercury containing light bulbs (e.g. spiral type) shall be delivered to the concierge for proper disposal off-site, or placed in the plastic bin marked for the purpose of any or all such items in the Garbage Room on P1.
- h) Unless otherwise advised, or posted in the Garbage Room on P1, wine, liquor, and beer bottles and cans may be placed in the plastic bins in the Garbage Room on P1 for collection by volunteers with proceeds to be donated to charity.

### 18. Lockers and Storage

- a) No hazardous, combustible, or offensive goods, provisions or materials shall be kept in the storage lockers.
- b) No propane or natural gas tanks or heaters shall be kept in the storage lockers.
- c) Items may not be stored outside or on top of the storage lockers.
- d) Lockers must be kept clean and free of debris.

### 19. Bicycles

- a) Subject to Rule 12 (f), bicycle parking is allowed only in one of the racks provided by the Corporation or in an approved rack installed by the Corporation in an owner's parking unit at the owner's expense.
- b) Without limiting subsection a) above, the parking of bicycles is not allowed in any location outside the building or in the garden.
- c) A limited number of bicycle racks in the common elements may be available from the property manager at no charge to residents from a waiting list as they are vacated. All such bicycles must be registered with the property manager. Residents use these racks at their own risk, and the Corporation shall have no liability whatsoever. Use of these racks is not transferable by a resident to another resident or future resident. Arrangements must be through the property manager. These racks are and shall remain the property and assets of the Corporation and shall not be removed or altered except by the Corporation. The Corporation shall have the right to periodically review allocations of the racks in the common elements and remove unclaimed bicycles after a reasonable period or after non-use and/or change of allocation as determined by the Board or property manager.
- d) No owner, resident or visitor shall ride or take his or her bicycle into the building or onto the common elements except by way of the vehicular garage doors and through the parking garage for the purpose of storing it on an approved rack. Bicycles may not be ridden or taken through the foyer, on the elevators, through the corridors, into the locker rooms or into any of the amenity rooms or elsewhere on the common elements except the garage and parking areas and exterior access driveways leading to the vehicular garage doors.



## CONDOMINIUM RULES PAGE 14

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### 20. Real Estate Showings

- a) Open Houses for the public or for real estate agents are not allowed.
- b) Real estate showings must be arranged "by appointment only".
- c) No sign, advertisement or notice, including real estate showing signs, may be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements.
- d) No lock box may be affixed or placed on any part of the inside or outside of the building or common elements. Keys may be left with the concierge.
- e) Owners selling units are responsible for providing the agents with detailed guidelines regarding real estate listings that are available from the property manager and/or the concierge.

### 21. Concierge's Acceptance of Deliveries

- a) Concierges will accept delivery of envelopes and small packages for residents who are not at home at the time of delivery. The concierge will not accept cash, registered mail, other than passports if prearranged with the concierge, bottled water and parcels or items, other than flowers or plants that are too large to be kept conveniently in the cupboard behind the desk or in the storage room.
- b) The concierge will accept envelopes and small packages from residents for pick-up by other residents or by non-residents on the basis that, if the item has not been picked up within 72 hours, it will be returned to the resident.

### 22. Amenities of the Corporation

#### 22.1 The Board/Meeting Room

- a) Subject to prior bookings, owners/residents wishing to use the Board/Meeting Room for meetings may do so on a first-come basis at no charge by booking with the concierge.
- b) Details of room usage are available upon booking the room.
- c) A maximum of 15 persons is allowed in the Board/Meeting Room.
- d) Food and non-alcoholic beverages may be consumed in the Board/Meeting Room, when booked.
- e) The owner/resident shall leave the Board/Meeting Room clean and tidy after use.



## CONDOMINIUM RULES PAGE 15

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### 22. Amenities of the Corporation cont.

#### 22.2 The Guest Suite

- a) There is one (1) Guest Suite available for the convenience of the residents' guests. It is available for booking by residents on a "first-come basis".
- b) A BOOKING AGREEMENT is available from the concierge, the property manager, or the website.
- c) A security deposit is required to confirm the booking. The security deposit is fully refundable provided no damages or losses occur to the Guest Suite. Residents who are not owners must pay the security deposit and rental by certified cheque, money order, or bank draft in advance.
- d) Payment for the rental for each night's usage is also required upon booking. The payment for the security deposit and the rental will not be cashed by the Corporation before completion of the rental.
- e) The payment for the security deposit and rental shall be made to "TSCC No. 1798" and handed to the concierge.
- f) The rental rate for the Guest Suite and the amount of the security deposit shall be as determined by the Board from time to time.
- g) Maximum consecutive stay per guest is seven (7) days.
- h) Following inspection of the suite by the concierge and resident, the key will be provided by the concierge. The resident shall report any problems with the Guest Suite to the concierge.
- i) Upon leaving, the resident shall return the key to the concierge and the suite shall be inspected by the concierge and resident to confirm no damages or losses occurred, in which case the security deposit shall be returned to the resident.
- j) The concierge shall report any damages or losses or extraordinary cleaning requirements to the property manager. The concierge and property manager shall withhold return of the security deposit until final costs of the repair or replacement of the damages or losses or extra cleaning have been determined, and such repairs replacements and cleaning have been completed. Such costs shall be deducted from the security deposit. In the event of the insufficiency of the security deposit, the resident and owner of the resident's unit shall be liable to the Corporation for the balance of the costs.
- k) If the key to the Guest Suite is lost, the resident booking the Guest Suite shall be charged for its replacement.
- l) The resident booking the Guest Suite shall be responsible for ensuring that the guests comply with the RULES and any other applicable provisions included in the BOOKING AGREEMENT.
- m) Check-in time is 3 p.m. and check-out time is 11 a.m.
- n) Cleaning of the suite is done every two days and includes changing of sheets and towels.



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### 22. Amenities of the Corporation cont.

#### 22.3 The Multi-purpose/Media Room

In this Section "Multi-purpose/Media Room" means both those rooms together.

- a) A BOOKING AGREEMENT is available from the concierge, the property manager, or the website.
- b) A security deposit is required to confirm the booking. The security deposit is fully refundable provided no damages or losses occur to the Multi-purpose/Media Room. Residents who are not owners must pay the security deposit and rental by certified cheque, money order, or bank draft in advance.
- c) Payment for the rental for the rooms is also required upon booking. The payment for the security deposit and the rental will not be cashed by the Corporation before completion of the rental period.
- d) The payment for the security deposit and rental shall be made to "TSCC No. 1798" and handed to the concierge.
- e) The rental rate for the Multi-purpose/Media Room and the amount of the security deposit shall be as determined by the Board from time to time.
- f) Following inspection of the rooms by the concierge and resident, access will be provided by the concierge. The resident shall report any problems with the rooms to the concierge.
- g) Upon leaving, the rooms shall be inspected by the concierge and resident to confirm no damages or losses occurred, in which case the security deposit shall be returned to the resident.
- h) The concierge shall report any damages or losses or extraordinary cleaning requirements to the property manager. The concierge and property manager shall withhold return of the security deposit until final costs of the repair or replacement of the damages or losses or extra cleaning have been completed. Such costs shall be deducted from the security deposit. In the event of the insufficiency of the security deposit the resident and the owner of the resident's unit shall be liable to the Corporation for the balance of the costs.
- i) The rear garden and other common element areas are not an extension of the Multi-purpose/Media Room and guests are not allowed in those common element areas unless accompanied by a resident.
- j) A maximum of 50 persons is allowed in the Multi-purpose/Media Room except for formal meetings such as the Annual General Meeting, other owners' meetings pursuant to the Condominium Act, 1998, as amended, or replaced and "town hall meetings" and other meetings and events sponsored by the Corporation.
- k) The resident booking the rooms shall not permit any noisy, rowdy, or raucous behaviour in or adjacent to the Multi-Purpose/Media Room or any behaviour, noise, or conduct which may disturb the comfort or quiet enjoyment of other residents.
- l) The resident booking the Multi-purpose/Media Room shall be responsible for ensuring that all the users of the rooms comply with the RULES and any other applicable provisions included in the BOOKING AGREEMENT.
- m) The Multi-purpose/Media Room may be used by the Corporation for meetings, parties, and other functions to which owners and/or residents are invited. The rooms may also be used by the Board for its purposes. No BOOKING AGREEMENT, just a reservation, is required for these uses.





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### 22. Amenities of the Corporation cont.

#### 22.3 The Multi-purpose/Media Room cont.

- n) Costs to repair any damages or any extra cleaning required shall be charged to the resident who booked the rooms and the appropriate amount deducted from the security deposit.
- o) The Multi-purpose/Media Room may be used until the following hours:
  - Monday to Thursday - until 11 p.m.
  - Friday and Saturday - until 12 midnight
  - Sunday - until 11 p.m.
  - Sundays on weekends in which Monday is a statutory holiday - until 12 midnight

#### 22.4 The Media Room

- a) As per the preceding Section the Media Room is immediately adjacent to the Multi-purpose Room and is booked in conjunction with it.
- b) Except for when the Multi-purpose/Media Room has been booked the Media Room alone may be used by residents without prior booking for quiet uses such as television watching, reading, etc.
- c) Residents using the Media Room shall notify the Concierge before and after they use the room.
- d) Food and beverages are permitted in the Media Room.
- e) Residents using the Media Room are responsible for leaving the room in a clean and tidy state after use. If cleaning is required a charge of \$100 or more will be added to the common element assessment of the resident's unit.

#### 22.5 The Fitness Room

- a) The use of this room is at the user's own risk; use of equipment is the responsibility of the user.
- b) No person under the age of 16 years may use or is allowed in the Fitness Room.
- c) No equipment shall be taken out of the Fitness Room for any reason.
- d) Fitness Room etiquette must be observed:
  - Maximum of 30 minutes on a piece of equipment while others are waiting.
  - Residents using personal trainers must be mindful of other users' requirements for equipment and their noise level.
- e) For sanitary reasons, all surfaces and equipment must be wiped free of perspiration with a towel and the cleaning fluid after each use.
- f) No food or beverages (except water and sports drinks in closed containers) are allowed in the room.
- g) No audio equipment is permitted unless the user wears headphones or earphones.
- h) Proper attire and footwear, including tops and sports shoes, are required at all times. Dirty street shoes, sandals, slippers, thongs, high heels, stocking feet, and bare feet are not allowed.
- i) Appropriate dress and footwear must be worn when walking through the foyer and corridors.
- j) Since perspiration will soil and damage the furniture in common element areas, proper post-exercise attire must be worn when in common element areas.



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### 22. Amenities of the Corporation cont.

#### 22.6 The Pool/Spa/Change Rooms

- a) The swimming pool is open from 5 a.m. to 11 p.m. daily except when closed for cleaning, maintenance, or repair. Persons under sixteen (16) years of age are restricted to the hours between 9 a.m. and 6 p.m.
- b) Persons less than sixteen (16) years of age must be accompanied by an adult at all times and must not be left unattended in the swimming pool area.
- c) No visitor shall use the swimming pool, spa, or swimming pool area except in the company of the inviting resident.
- d) To prevent contamination of the water and as a courtesy to other users, a cleansing shower must be taken before entering or re-entering the swimming pool.
- e) No bath oil, shampoo, soap, or creams are permitted in the swimming pool.
- f) No person shall pollute the swimming pool in any way.
- g) No food or drink is permitted in the swimming pool area.
- h) No Scuba tanks, floats, water toys, balls, etc. are permitted in the swimming pool area or swimming pool.
- i) No boisterous play, running or pushing is allowed in the swimming pool or swimming pool area.
- j) Diving is not allowed.
- k) Furniture shall not be taken to or from the swimming pool area.
- l) All City and Provincial health regulations shall be followed as posted in the pool/spa area.
- m) Proper attire is to be worn in the change rooms. No dirty footwear and no coats are allowed. Appropriate dress and footwear must be worn in the foyer and corridors of the building.

### General

Any losses, costs, or damages, including legal fees, incurred by the Condominium Corporation (the "Corporation") by reason of breach of any Rule by an owner or resident, or their family members, guests, invitees, employees, agents, or contractors (sometimes herein collectively referred to as "visitors") shall be borne and/or paid for by the owner of the resident's unit and may be recovered by the Corporation from such owner in the same manner as common expenses.□

These RULES made pursuant to the Condominium Act, 1998, (the "Act") shall be complied with by all owners and residents and their family members, guests, invitees, employees, agents, and contractors.



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### Miscellaneous

Each of the provisions in the RULES shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of the RULES, and in such event all of the other provisions of the RULES shall continue in full force and effect as if such invalid provision had never been included herein.

In the RULES "resident" means a person in occupation of a residential unit, and "residents" has a corresponding plural meaning. "Owner" means a registered owner of a residential unit and "owners" has a corresponding plural meaning. Owners are responsible for any non-compliance with these RULES by their respective residents. For clarity, the term "resident" includes all family members in occupation of a residential unit. The term "family members" includes residents and visitors depending on whether the family member is in occupancy.

The failure to take action to enforce any provision contained in the Act, the Declaration, the By-Laws or the RULES or any other rules of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

The Rules shall be read with all changes of number and gender required by context.

The headings in the body of the RULES form no part of the Rules and shall not be used when interpreting the RULES but shall be deemed to be inserted for convenience of reference only.

### Effective Date And Repeal

Upon the effective date of these Rules, all previous Rules of the Corporation are repealed.

**Effective, October 28, 2014**