

RULES

The following Rules made pursuant to the Condominium Act, 1998, S.O. 1998, C.19 (the "Act"), shall be binding upon and observed by each Owner, and, for the purpose of these Rules, the term "Owner" shall include the Owner, his/her tenant, any other person(s) occupying the Unit with the Owner's approval, and their employees, guests, invitees and visitors, as the case may be.

Any losses, costs or damages incurred or which may be incurred by the Condominium Corporation (the "Corporation") by reason of a breach or contravention of any Rules in force from time to time by any Owner, together with all legal costs incurred by the Corporation on a solicitor and his/her client basis in connection therewith, shall be borne and/or paid for by the Owner of the applicable Unit and shall be deemed to be the Owner's additional contribution towards Common Expenses and shall be collectible and recoverable by the Corporation from and against such Owner in the same manner as Common Expenses in arrears, including enforcement by way of corresponding lien rights in favour of the Corporation.

1. GENERAL

- (a) Use of the Common Elements and Units shall be subject to the Rules, which the Board may make to (i) promote the safety, security or welfare of the Owners and of the property and assets of the Corporation, or (ii) to prevent unreasonable interference with the use and enjoyment of the Common Elements, the Units or the assets of the Corporation;
- (b) Rules as deemed necessary and altered from time to time by the Board shall be binding on all Owners; and
- (c) For the purpose of the Declaration, the term "pet" means either not more than two (2) cats or two (2) dogs (or one of each), not more than two (2) canaries, budgies or other small domestic birds, any number of goldfish or tropical fish, or two (2) small caged animals usually considered to be a pet.

2. QUIET ENJOYMENT

- (a) No auction sales or public events shall be allowed in any Residential Unit or upon the Common Elements unless the Board's prior consent is obtained;
- (b) Firecrackers or other fireworks are not permitted in any Unit or upon the Common Elements; and
- (c) Any repairs to the Units or the Common Elements shall be made during reasonable hours except in the case of an emergency, as determined by the Board or the Manager in their absolute discretion.

3. SECURITY

- (a) Each Owner of a Unit shall supply to the Board the names of person(s) occupying the Unit with the Owner's approval, and each Owners shall supply the Board with the license number of all motor vehicles that are parked in the Owner's Parking Unit(s);
- (b) Owners shall immediately report any suspicious person(s) seen on the Property to the Manager or its staff;
- (c) No duplication of keys for access to the Building or the Common Elements shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times;
- (d) Under no circumstances shall keys for access to the Building or the Common Elements be made available to anyone other than an Owner or the occupant of the Unit;
- (e) Building access doors shall not be left unlocked or wedged open for any reason;
- (f) Any loading facilities on the Property shall only be used with the prior permission of, and as scheduled by, the Manager; and
- (g) Service elevator availability shall be allocated by the Manager in accordance with the Rules relating to elevators and moving. Any loading facilities on the Property shall only be used

with the prior permission of, and as scheduled by, the Manager.

4. **SAFETY**

- (a) No consumption, storage, manufacture or utilization of any industrial chemicals, toxic waste, contaminant or combustible, inflammable, illicit or offensive goods, provisions or materials shall occur or be kept in any of the Units or upon the Common Elements;
- (b) No propane or natural gas tank shall be kept in any of the Units or upon the Common Elements, including the exclusive use portions of the Common Elements;
- (c) The electrical circuits within the Building shall not be overloaded, and the amperage in any circuit breakers within any Unit shall not be altered;
- (d) Water shall not be left running unless in actual use;
- (e) Nothing shall be thrown out of the windows or the doors of the Units or the Building;
- (f) No barbeques may be used on the Property; and
- (h) Clothes washers, dryers, dishwashers, ranges and ovens shall not be operated unless a person is present in the Unit.

5. **COMMON ELEMENTS (INCLUDING EXCLUSIVE USE PORTIONS)**

- (a) No one shall harm, mutilate, destroy, alter or litter the Common Elements or any of the landscaping work on the Property;
- (b) The Board shall have the right to prescribe the shape, colour and material of any awnings, storm shutters or canopies to be erected by a Residential Unit Owner, with a view to presenting a uniform appearance to the Building;
- (c) No equipment or other property of the Corporation shall be removed from the Common Elements by, or on behalf of, any Owner of a Unit;
- (d) Any consent of the Board to the attaching, hanging or placing of exterior aerials, antennae or satellite dishes on any portion of the Common Elements whatsoever may be withheld in the Board's sole and unfettered discretion;
- (e) No outside painting shall be done to the exterior of any Residential Units, including their appurtenant railings, doors, windows or other part of the Common Elements;
- (f) The passageways, walkways and driveways which are part of the Common Elements shall not be obstructed by any of the Owners or used by them for any purpose other than for ingress and egress to and from a Unit or some other part of the Common Elements;
- (g) Any physical damage to the Common Elements caused by an Owner shall be repaired by arrangement and under the direction of the Board at the cost and expense of the Owner;
- (h) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or the exclusive use portions of the Common Elements;
- (i) No building or structure or tent shall be erected, placed, located, kept or maintained upon the Common Elements, and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained upon the Common Elements;
- (j) Each Owner who has a pet shall ensure that any defecation upon the Common Elements by such pet is cleaned up immediately by such Owner, so that the Common Elements are neat and clean at all times. Should such Owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance, and the Owner of said pet shall, within two (2) weeks of receipt of written notice from the Board or the Manager requesting removal of such pet, permanently remove same from the Property;
- (k) No hanging or drying of clothes or other laundry is allowed upon any portions of the Common Elements (including the exclusive use portions of same), and any exclusive use portions of the Common Elements which are exterior to the Building shall not be used for

storage of an Owner's personal property;

- (l) Only seasonal furniture shall be allowed on the exclusive use Balconies, Terraces and Patios. All such items shall be safely secured in order to prevent such items from being blown off such Terraces or Patios by high winds;
- (m) If and when an Owner of an exclusive use Balconies, Terrace or Patio wishes to plant any shrubbery or landscaping thereon, then such activity shall be subject to the prior written consent of the Board and further subject to the By-laws and Rules, and the cost of supplying such shrubbery or landscaping and the cost of maintaining the same shall be borne solely by such Owner. No shrubbery or landscaping shall be permitted upon the Balconies, Terraces, Patios, or any part of the Common Elements or abutting lands of the City of Toronto which contravenes any requirements of the governmental authorities having jurisdiction; and
- (n) Each Owner shall comply with whatever measures the Board or the Manager may from time to time introduce to conserve or reduce or control the cost of any utility or other service provided to or for the Common Elements.

6. RESIDENTIAL UNITS

- (a) No Owner shall allow the windows or doors of his or her Unit to remain open so as to admit rain or snow or so as to interfere with the heating of such Unit or the Common Elements;
- (b) No Owner shall use his or her Unit for any use which consumes water in amounts which generally exceed the usual consumption of same by the other Unit Owners at the Property, as determined in the sole and unfettered opinion of the Board or the Manager. Each Owner shall comply with whatever measures the Board or the Manager may from time to time introduce to conserve or reduce or control the cost of utilities consumed at his or her Unit;
- (c) Each Owner shall cause his or her Unit to be kept heated to a reasonable temperature to prevent all plumbing fixtures, pipes and other parts of the plumbing system in or serving the Unit from bursting or damage. The toilets, sinks, showers, bathtubs and other parts of the plumbing system in or serving the Unit shall be used only for purposes for which they were constructed, and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. Each Owner shall repair and maintain the plumbing system in or serving his or her Unit at his or her sole cost;
- (d) Any Owner who has a polished concrete floor in his or her Unit that causes sound transmission to any other Unit in the Building shall cover at least 75% of the area of the same with some form of floor covering to dissipate any such sound transmission, so as to not be a nuisance to any other occupant in the Building; and
- (e) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his or her Unit or adjacent Common Elements. Each Owner shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all Owners shall fully co-operate with the Manager to provide access to their Unit for the purpose of conducting a spraying or other program to eliminate any incident of pests, insects, vermin or rodents at the Property.

7. PARKING

For the purpose of these Rules, the term "**motor vehicle**" means a private passenger automobile, station wagon, compact van, pick up truck or motorcycle as customarily understood.

- (a) No vehicles, trailers, boats, snowmobiles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Property and without limiting the generality of the foregoing, no Parking Units shall be used for storage purposes, except as permitted in the Declaration or by the Board; provided that this provision shall not apply for the purposes of loading and unloading property of an Owner, so long as the length of time that such parking is permitted shall be no longer than is reasonably necessary to perform the service;

- (b) Parking is prohibited in the following areas:
 - (i) fire zones;
 - (ii) traffic lanes;
 - (iii) delivery, loading and garbage areas; and
 - (iv) internal roadways.
- (c) A parking permit is required with respect to any motor vehicle parked on any part of the Property which may in future be designated by the Corporation as a "Guest/Visitor Parking Area" between the hours of 2:00 a.m. and 7:00 a.m. at all times. The permit shall be an official permit authorized and issued by the Board, the Manager or their designated agents. Owners are responsible for obtaining a permit on behalf of their guests/visitors, in advance, during normal business hours. A permit shall not be issued for a period in excess of three (3) consecutive days. The permit must be visibly displayed on the driver's side front dashboard;
- (d) All motor vehicles occupying the Parking Units must be registered with the Manager. Each Owner shall provide to the Manager the licence numbers of all motor vehicles driven by occupants of his/her Residential or Multi-purpose Unit;
- (e) No motor vehicle shall be driven on any part of the Property other than on a driveway or a Parking Unit. No such motor vehicle shall be driven at a speed in excess of ten (10) km per hour;
- (f) No person shall place, leave, park or permit to be placed, left or parked upon the Property any motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, caused either by its length of unattended stay, its physical condition or appearance or its potential damage to the Property. Upon seventy-two (72) hours' written notice from the Manager, the owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Manager, in default of which the motor vehicle shall be removed from the Property at the expense of such owner, in which event the Corporation, the Manager and their agents shall not be liable whatsoever for any damage, costs or expenses howsoever caused. If a motor vehicle is left standing on the Common Elements or on a Parking Unit and is unlicensed or unregistered with the Manager, the motor vehicle may be towed without notice to the owner of the motor vehicle and at such owner's expense;
- (g) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated in a manner so as not to disturb the other Owners. Mopeds and bicycles shall be operated only in such manner as not to obstruct traffic. No motorcycles, mopeds or bicycles are permitted to be operated on sidewalks;
- (h) No bicycles shall be left upon the Common Elements, save and except for (i) any part of the Common Elements upon which an Owner has exclusive use, and (ii) any part of the Common Elements which may in future be designated by the Corporation as a Bicycle Parking Area, provided that each Owner shall be permitted to park only one (1) bicycle in such Area, on a "first come - first served" basis;
- (i) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the Common Elements or the Property and no person shall operate a motorized vehicle within the Property without a proper operating licence;
- (j) No person shall park or use any kind of vehicle, trailer, boat, snowmobile, equipment or machinery in contravention of these Rules, otherwise such person shall be liable to be fined or to have same towed away or otherwise removed from the Property at the expense of the owner of same, in which event the Corporation, the Manager and their agents shall not be liable whatsoever for any damage, costs or expenses howsoever caused;
- (k) No motor vehicle parked upon any Parking Unit on the Property shall exceed a height of 2.4 metres; and
- (l) No motor vehicle having a propane or natural gas propulsion system shall be parked upon a Parking Unit or the Common Elements.

