

**RULES**  
**Regulating the Common Elements and Units**  
**of**  
**TORONTO STANDARD CONDOMINIUM**  
**CORPORATION No. 2300**

**318 King Street East**  
**Toronto, Ontario**

## HIGH-RISE RULES TABLE OF CONTENTS

### DEFINITIONS

### INTRODUCTION

#### A: GENERAL RULES

- A01 Residents' Information
- A02 Laws
- A03 Noise & Nuisance
- A04 Human Rights
- A05 Harassment
- A06 Non-Interference
- A07 Trespass
- A08 Auctions & Sales
- A09 Canvassing
- A10 Deliveries

#### B: OWNERSHIP AND USE OF UNIT

- B01 Move-In Arrangements
- B02 Designated Owner
- B03 Single Family
- B04 No Rooming/Boarding
- B05 Transient Use
- B06 Occupancy Standard
- B07 Commercial Use
- B08 Discontinue Use
- B09 Insurance
- B10 Hazardous Material
- B11 Pest Control
- B12 Flooring
- B13 Partitions & Alterations
- B14 Entry Locks
- B15 Key
- B16 Window Coverings
- B17 Signs & Notices
- B18 Thrown Items
- B19 Guests
- B20 Christmas Trees
- B21 Inspections

#### C: COMMON ELEMENTS

- C01 Attire
- C02 Access
- C03 Ingress
- C04 Landscaping
- C05 Spills
- C06 Tidiness
- C07 Items on Common Elements
- C08 Common Element Alterations
- C09 Construction Work
- C10 Height
- C11 Balcony
- C12 Barbeques
- C13 Plants

- C14 Sports
- C15 Restricted Entry
- C16 Roof
- C17 Smoking
- C18 No Liability
- C19 Disposal of Objects
- C20 Damage

#### D: TENANCIES

- D01 Compliance
- D02 Owner Liable
- D03 Common Expense
- D04 Notification
- D05 File Forms
- D06 Tenancy Agreement
- D07 Tenant's Insurance
- D08 Termination of Lease

#### E: MOVING AND SERVICE ELEVATOR

- E01 Moving Agreement
- E02 Bulky Item
- E03 Service Elevator
- E04 Inspection
- E05 Reservation
- E06 Use of Dolly
- E07 Return Keys
- E08 No Liability
- E09 Avoid Damage
- E10 Damage Liability
- E11 Delivery Vans
- E12 Compliance

#### F: GARBAGE DISPOSAL

- F01 Disposal
- F02 Hours
- F03 Bag
- F04 Recyclables
- F05 Hazardous
- F06 Bulky
- F07 Compliance
- F08 Refrigerators
- F09 Failure to comply

#### G: SAFETY DEVICES

- G01 Maintain Safety Devices
- G02 Safety Devices
- G03 Maintenance and Repair
- G04 Indemnification
- G05 Inspection
- G06 Access
- G07 Cost
- G08 Liability

- H: FIRE SAFETY**
  - H01 Fire Procedures
  - H02 Risk Prevention
  - H03 Lint Traps
  - H04 Disconnect Device
  - H 05 Fire Devices
- I: MAINTENANCE, REPAIRS & ALTERATIONS**
  - I01 Maintain Unit
  - I02 Repairs After Damage
  - I03 Damage
  - I04 Corporation Repairs Unit
  - I05 Partitioning
  - I06 Alterations
  - I07 Upgrades
- J: ELECTRICAL**
  - J01 Overloading
  - J02 CSA Appliances
  - J03 Alterations
  - J04 Repairs
  - J05 Conserve Energy
- K: PLUMBING**
  - K01 Proper Use
  - K02 Repairs Costs
  - K03 Flooding
  - K04 Alterations
  - K05 Hoses
  - K06 Taps
  - K07 Conserve Water
- L: PARKING**
  - L01 Fire Route
  - L02 Prohibited Areas
  - L03 Blocking
  - L04 Signs
  - L05 Speed
  - L06 Driveway
  - L07 Stopping
  - L08 Handicapped
  - L09 Repairs
  - L10 Garbage
  - L11 Removal
  - L12 Garage Maintenance
  - L13 Towing
  - L14 Indemnity
  - L15 Derelict
  - L16 Use of Parking
  - L17 Parking Space
  - L18 Designated Space
  - L19 Lessee
  - L20 Visitor Only
  - L21 Visitors' Parking
  - L22 First-Come
- L23 Time Limits
- L24 Display Permits
- L25 Bicycles
- M: GUEST SUITES**
  - M01 Guest Suites
- N: AMENITY ROOM**
  - N01 Amenity Room
- O: INSURANCE**
  - O01 Insurance
- P: PETS**
  - P01 Household Pets
  - P02 Number of Pets
  - P03 Registered
  - P04 Care & Control
  - P05 Training
  - P06 Noise & Nuisance
  - P07 Common Elements Control
  - P08 Exercise
  - P09 Scoop
  - P10 Damage
  - P11 Evacuation
  - P12 Visually Impaired
  - P13 Visitors
  - P14 Breeding
  - P15 Removal
- Q: ENFORCEMENT**
  - Q01 Enforcement
  - Q02 Indemnification
  - Q03 Mediation & Arbitration
  - Q04 Suspension Rights
- R: REPEAL & ENACTMENT**
  - R01 Repeal & Enactment
  - R02 Effective

**SCHEDULES**

- "A"** Residents' Information Form
- "B"** Tenant's Undertaking and Acknowledgment
- "C"** Summary of Lease or Renewal
- "D"** Moving Agreement
- "E"** Service Elevator Inspection Report
- "F"** Emergency Fire Procedures
- "G"** Guest Suite Rules
- "H"** Amenity Room Rules

**RULES**  
**Governing the Units and Common Elements**

**of**

**Toronto Standard Condominium Corporation No. 2300**

**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 Rules which govern the units and common elements of the Corporation. [The word “Rules” as used in these Rules also applies to any aspect of the Shared Facilities to the extent any such Rules are not inconsistent with the separate set of Shared Facilities Rules which govern use of the Shared Facilities under the authority of the Joint Operations Committee pursuant to the Reciprocal Agreement entered into by the Corporations. The Shared Facilities Rules supersede these Rules insofar as they relate to the Recreational and other Shared Facilities, but the Shared Facilities Rules are supplemented by any of these Rules which are not inconsistent with the Recreational Facilities Rules.]
Act	The “Act” shall mean the <i>Condominium Act, 1998</i> S.O. 1998 c. 19 and any regulations and amendments thereto.

**INTRODUCTION**

Purpose	The following Rules are intended to provide the basis for making our home a pleasant, safe and congenial environment, in which we can all take pride. These Rules were drafted to provide Occupants with maximum enjoyment of all the facilities, common elements and units and 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 Q 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> <ul style="list-style-type: none"> <li>(1) The Board may make, amend or repeal rules respecting the use of common elements and units to, <ul style="list-style-type: none"> <li>(a) promote the safety, security and welfare of the owners and of the property and assets of the corporation; or</li> <li>(b) prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the corporation.</li> </ul> </li> </ul>
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, delay, 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 Manager with the names, addresses, business and home phone numbers of all those persons residing in their unit, the name and age of children under eighteen years of age, the phone number of a relative or a person to be contacted in an emergency, any medical conditions applicable for emergency or evacuation purposes and particulars pertaining to any motor vehicles or pets, together with such other information as the Board may reasonably require to be set out on the Residents' Information Form as more particularly set out on Schedule "A" attached hereto, as may be amended from time to time.

Laws A 02. No Occupant shall breach the provisions of any federal or provincial statute or regulation, or any municipal by-law, code 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, smoke, 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, 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 Manager deems to constitute such 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, P.A. 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 each night between the hours of 11:00 p.m. and 7:00 a.m. the next day or 9:00 a.m. on Sunday and statutory holidays, but in any event, shall avoid causing a nuisance at all times. Additional noise and nuisance provisions relating to pets are addressed in Rules O.

- 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, 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, employee or agent of the Corporation. Any complaints or concerns pertaining to any Occupant, Corporations 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 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 open house, bulk sale of goods, 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.
- 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. Upon receipt of a written authorization from an Occupant, Management and security personnel may accept deliveries and packages on that Occupant’s behalf provided that such packages are a reasonably manageable size, properly wrapped and the deliveries are made during the business hours established by the Board or Management from time to time. However the Corporation will be not be liable to the Occupant for any damages to any package, delivery or other personal property left with any employees or agents of the Corporation. However, deliveries made Cash on Delivery (C.O.D) will not be accepted by Management, security or any other member of the Corporation’s personnel, except pursuant to a prior approved arrangement.

## **B: OWNERSHIP AND USE OF UNIT**

- Move-In Arrangements B 01. A unit purchaser must notify the Manager in writing of the owner(s)’ name(s), address of record and contact particulars. 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, including and together with each of their children, pets, vehicles and any guest residing in the unit for a period in excess of 30 days, in accordance with the Corporation’s Resident Information Form (Schedule “A”) required by Rule A 01 to the Manager. Access cards/keys/fobs will not be activated until the Residents’ Information Form has been received by management. Owners and their tenants shall not move into a unit except in compliance with Moving Rules E and Tenancy Rules D
- 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. a) Each unit shall be occupied and used only as a private, single family residential dwelling and for no other purpose except as permitted at the Corporation’s property by any applicable municipal zoning by-law as amended from time to time, subject to compliance with any restriction or authorization contained in the Corporation’s declaration, by-laws and all requirements or restrictions imposed on the property by governmental authorities or any restrictive covenants registered against title to the

property, or as otherwise required by the Board to the extent the Board is specifically authorized to do so.

b) A “private, single family residential dwelling” shall mean a unit occupied or intended to be occupied only as a residence by one family alone. A “family” shall consist of the owner(s) of the unit or else the owner(s)’ tenant(s) pursuant to one written lease, together with such owner(s)’ or tenant(s)’ family members related by blood, adoption, marriage or a common law spousal relationship, together with no more than one live-in personal assistant or support person. Alternatively, a “family” may include a group of not more than three unrelated human beings, including a unit owner or tenant pursuant to no more than one lease, living together as a single housekeeping unit without added partitions or structural alterations differing from the building-standard layout for such a unit, and without roomers or boarders. In circumstances deemed appropriate by the Manager, the Manager may request, and such owner(s) or tenant(s) shall confirm the relationship of all unit occupants by providing official documentation or other suitable evidence confirming such family relationship.

No Rooming/  
Boarding

B 04. No room in any unit shall be rented, leased, sub-leased, assigned to or otherwise occupied by any individual(s) (other than a family member) for the purpose of temporary or permanent occupancy, residence, boarding or lodging, or for any other purpose, except a temporary guest of an owner or tenant, without charge for a period not exceeding 30 days.

Transient Use

B 05. No hotel, boarding, lodging house, transient, fractional or timesharing use shall be permitted in or with respect to any unit. A “transient use” means a short-term lease, use or occupation of a unit for a period of less than 3 months in any particular period of 12 consecutive months. No lease, use or occupation of a unit shall be permitted unless the owner delivers a written lease, sub-lease or notice to the manager as required by, and subject to compliance with Tenancy Rules D. A short-term lease, use or occupation of a unit in any particular period of 12 consecutive months may be permitted by the Board exercising its sole discretion after reviewing an Owner’s exemption request explaining exceptional circumstances.

Occupancy  
Standard

B 06. In no case shall the number of occupants in any unit exceed the number of occupants permitted by the Occupancy Standards By-law of the Corporation or the “occupancy load” established in the *Ontario Building Code* (O. Reg. 350/06, Division B, Part 3, s. 3.1.17.1 (1), as amended). The Occupancy Standard applicable to each unit requires 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 any bedroom, study, den or other room designated as a sleeping room or sleeping area by the Corporation’s Occupancy Standards By-law provision in a dwelling unit configured and constructed in accordance with the architectural plans forming part of the Corporation’s registered Description, but a sleeping room or sleeping area shall exclude a kitchen, dining room, living room, bathroom, foyer, lobby, closet, laundry room, utility room, pantry, balcony and terrace, 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.

Commercial Use

B 07. 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. However, an incidental home-based office for private use ancillary to the main private, single family residential use of the unit is permitted, if such incidental use is not illegal, immoral or in breach of any zoning requirements, utilizes no more than one room of the unit, and does not involve customers or business visitors to the unit. The unit shall not be leased, occupied or used as or for reception, manufacturing or processing facilities, storage, delivery or shipping of goods for manufacturing, processing or sale, prostitution, regular daycare (other than temporary, occasional baby-sitting for not more than two non-family members), repeated attendance (recurring visits) by employees, agents or contractors which could result in visitors loitering in the common element areas, any of which may, in the discretion of the Board, result in breach of any zoning or other legal requirement, cause any nuisance or lower the character or image of the condominium building or any portion thereof. No parking space shall be occupied by any vehicle for such incidental use. 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.

- Discontinue Use B 08. 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 09. 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 10. No Occupant shall use, store or permit prolonged storage of garbage or degradable organic matter, an accumulation of excessive paper or any item which may overload the structure or constitute a health or safety hazard in any unit, locker, parking space or upon the common elements. Occupants shall refrain from installing or using leaking containers or waterbeds. No illegal, explosive, combustible, dangerous or hazardous materials, weapons or chemical of any kind shall be stored in a unit, locker, parking space or upon the common elements. 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. Firecrackers or other fireworks are not permitted in any unit or on the common elements.
- Pest Control B 11. No Occupant shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her unit or exclusive use common elements. Occupants shall immediately report to the Manager all incidents of pests, insects, vermin or rodents. Occupants shall permit the Corporation's Representatives, including pest control personnel and other authorized persons to enter their units for the purpose of conducting pest control, health or safety operations including a spraying 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. When it is determined that an infestation of pests, insects, vermin or rodents originated at the Corporation's building from within an owner's unit, the owner may be held responsible for the cost to eradicate the pests from that unit, other units and the common elements.

Flooring

B 12. No partition, hardwood flooring or other flooring component which previously did not exist as the building-standard flooring, and no component or structure defined in Schedule "C" attached to the Corporation's declaration which forms part of the unit shall be added, moved, removed, altered, improved, installed, undertaken, affixed or permitted within a unit without the prior written consent of the board and subject to any policies and required agreements with respect thereto as may be established by the board from time to time. Notwithstanding the foregoing, unit owners shall maintain, repair and replace all unit components to a good quality standard (provided that in any qualified event of damage, the Corporation's Standard Unit By-law provisions shall be applicable); otherwise, Owners shall clean, maintain, decorate, repair and replace the Standard Improvements within the unit, their own improvements, betterments and contents, subject to the provisions contained in the Corporation's declaration;

Partitions  
& Alterations

B 13. Owners shall ensure that the flooring materials in their units are as soundproof as the original flooring installed by the declarant/initial vendor at the time of first occupancy of the unit. No owner or resident shall install or permit any type of flooring materials to be installed above the concrete sub floor of the owner's unit, other than wall-to-wall carpet and substantially sound-resistant under-padding, provided that an owner may install any alternate type of hard surfaced flooring or other materials (in accordance with such materials and 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-62 as confirmed by any board-approved materials and specifications, or otherwise 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 Manager or 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.

Entry Locks

B 14. Occupants shall permit entry to their units in accordance with the declaration and the provisions of the Act. Prior notice of daytime entry will be given and the Occupant shall permit access at any time during such day. Occupants shall cooperate to allow the Corporation's Representatives to carry out their duties. 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 the Board or Manager. A copy of a key for all locks of each unit shall be provided to the Manager and kept in a secured lockbox in safekeeping by the Corporation for emergency purposes or to enable the Corporation to carry out any of its duties. Upon changing any locks, Occupants shall immediately provide the Corporation with a key.

- Key B 15. Occupants shall be entitled to obtain from the Manager unit keys and common element access keys at a reasonable cost established by the Board from time to time.. A key shall mean a regular key or a fob. The names of persons authorized to have keys must be given to Management In the event a key has been lost, misplaced or stolen, the owner or resident shall report such loss immediately to the Manager. To obtain additional copies of a key, the owner or resident must purchase the key from the Manager at a reasonable cost established by the Board from time to time. Occupants shall not lend or give their key(s) to non-residents to allow access to the interior common elements. Keys will not be accepted by Management or the Concierge to be given to another party. Any keys for real estate agents must be registered with Management and must be in lock boxes placed in a location as determined by Management from time to time. Any unregistered lock boxes may be removed and neither the Corporation nor any of its staff shall be liable for any damages as a result.
- Window Coverings B 16. Nothing shall be affixed to any window or placed between the windows and curtains, 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 clean white liner or exterior white drapes. No occupant shall place or permit any reflective or insulating materials, flags, awnings, exterior shades or other objects outside, inside or upon any windows or the exterior of the unit.
- Signs & Notices B 17. No sign, advertisement, communication or notice shall be placed outside, inside or upon any window or the exterior of any unit in such a manner as to be visible from outside the Occupant's unit. Occupants shall be entitled to place reasonable notices upon any bulletin board made available to Occupants by the Corporation for a period of 30 days, subject to orderly control and prior approval by the Corporation's Representatives.
- Thrown Items B 18. Nothing shall be thrown, dropped, swept, poured or the like out of any of the windows, doors, balcony or terraces. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door, balcony, terrace, patio or any part of the common elements. No hanging or drying of clothes is allowed from windows, balconies, terraces, patios or upon the common elements.
- Guests B 19. All guests shall enter the building using the intercom in the vestibule of the main entrance or by identifying themselves to security. If entering by speaking to security, 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.
- Christmas Trees B 20. Natural Christmas trees are permitted in the units, provided that trees are brought in and out using a tree bag and no tree needles are left on the common elements. Christmas trees must be disposed of in the area designated from time to time.
- Inspections B 21. 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 proposed purchaser, a proposed tenant and the Corporation's Representative for the express purpose of inspecting the unit, including air conditioning/heating units, clothes dryer lint ducts, smoke detectors, CO<sup>2</sup> 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, but any proposed purchaser or tenant and the owner of the unit shall be liable to promptly comply to rectify any such non-compliant item.

## 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, stairs or other common elements of the Corporation. See Trespass Rule A 07.
- 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, electrical rooms, storage areas, operating machinery, generator, transformer, sprinkler, boiler or machinery rooms, superintendent's suite, a guest suite, locker or parking unit 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 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. .
- Landscaping C 04. No one shall mutilate, destroy, damage, alter, add to, remove or install any item, or litter any landscaping or any other part of the common elements, including, without restriction, any trees, shrubs, hedges, flowers, lawns, flower beds, walkways, interior common areas of the buildings and other portions of the common elements.
- 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. Persons who fail to clean up any spill or mess for which they are responsible shall be held responsible for the applicable cleaning costs and the cost to repair any other damage.
- Tidiness C 06. No mats, overshoes, rubbers, boots, carriages, 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 or locker. 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.

Items on

Common Elements C 07. No building, shed, gazebo, enclosure, structure, pavilion, canopy, tent, awning, shade, clothes drying apparatus, television antenna, satellite dish, aerial, tower, pole, fence, tree, bush, hedge, equipment, appliance, furniture, fixture, trailer, recreational or commercial vehicle or any other installation or erection upon or other object or item shall be placed, kept, located, affixed to, erected upon, penetrate through or maintained on any balcony, terrace, patio or portion of the common elements, except with the prior consent of the Board, or except as may be required for the 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, terrace or patio.

Common Element

Alterations

C 08. No person shall undertake any addition, alteration, improvement, repair, replacement, renovation or installation of any unauthorized item upon, or connection to, or penetration through, or load upon or installation upon or affecting any portion of the common elements (including exclusive use common elements), or any of the Corporation's assets, facilities, furniture, equipment, installations, or any electrical, plumbing, heating, air conditioning or other utilities, shared systems or services of the Corporation, unless the owner has first completed an owner's alteration agreement and a contractor's covenant containing provisions, plans and specifications which meet with the satisfaction and prior written consent of the board. No such Work shall be undertaken until the Corporation's form of Owner's Alteration Agreement and documents have been completed, approved, executed and registered on title to the unit in accordance with the requirements of the Act and the Corporation's declaration at the unit owner's sole expense.

Construction Work C 09. All construction, repairs, maintenance, replacements, additions, alterations, improvements, renovations, penetrations, connections or installations (the "Work") to the components or structures defined in Schedule "C" attached to the Corporation's declaration which form part of the unit, or to any portion of the common elements (including exclusive use common elements) or affecting any of the Corporation's structures, facilities, furniture, equipment, electrical, plumbing, heating, air conditioning or other utilities, services, systems or assets of the Corporation, or affecting any unit(s) owned by any other unit owner, shall only be undertaken by competent, licensed contractors on behalf of the unit owner, to a good quality standard at the unit owner's risk and expense, and in compliance with such sound-proofing criteria, construction criteria, plans, specifications and engineering or architectural opinion as may be applicable in the circumstances, subject to the prior written consent and to the satisfaction of the board. All such Work shall be undertaken in compliance with any building, electrical, plumbing or other permit and all health, safety, security and environmental protections as may be applicable, without causing any nuisance, interference or undue disturbance affecting other residents and owners and in compliance with all requirements of the Act, the *Building Code*, *Fire Code* and all other legislation and municipal by-laws or standards, as well as the declaration, by-laws, rules and applicable construction policies and specifications of the Corporation. The Corporation's Renovation Form must be duly completed and approved by the Board or Manager prior to any work being undertaken. The owner undertaking any such Work (but not the Corporation) shall be deemed to be the Constructor with respect to such Work and shall be deemed to be the occupier of the common elements where such Work

is undertaken. The owner indemnifies and saves harmless the Corporation of and from any action, cause of action, proceedings, expense, penalty, fine, interest, costs on a full solicitor and client basis, and any demand or claim of any nature or kind arising with respect to the Work undertaken by or on behalf of the owner or any resident in the owner's unit.

- Height C 10. No structure, installation, object or item of any kind, tree, bush, hedge or other foliage in excess of 5' high at any balcony (or in excess of 7' high at any terrace or patio) shall be situated, located, erected, installed upon or affixed to any such exclusive use common elements of the Corporation without the prior written consent and satisfaction of the board and except in accordance with the requirements of Rules C 08 and C 09.
- Balcony C 11. No balcony, terrace or patio shall be used in such a way as to cause harm, nuisance, discomfort to or interference with, or in such a manner as to disturb the quiet enjoyment of other Occupants, the Corporation's Representatives or members of the public. Rule C 07 is applicable to any balcony, terrace or patio except as modified by this Rule. Only seasonal furniture, which is sufficiently heavy or well-secured to avoid being blown away, shall be permitted on balconies, patios and terraces. No audible radio or other sound-emitting device, bicycle, carriage, flag, awning, shades or any item which can be expected to cause damage due to rust, leaking, staining or any other nuisance, or any other object or item shall be placed upon, erected, hung over or overhanging on a balcony, terrace or patio, or shall be affixed to any wall, window, floor, ceiling, panel or railing thereof. No balcony, terrace or patio shall be used as a sleeping area or for the purpose of exercising pets. No washing of a balcony or terrace floor shall be undertaken except in such a manner as to prevent water from flowing over the edge of the balcony/terrace floor. No tobacco product, flammable, hazardous or liquid item, garbage, debris or any other item shall be thrown, swept, poured or allowed to fall from any balcony or terrace. Occupants and their guests shall exercise all applicable safety precautions to protect themselves and persons and property located below the balcony or terrace from any harm, hazard, injury, death, damage, loss, nuisance or expense caused by them. Balconies shall not be used for storage. Visible clutter of objects is prohibited. Any type of item shall be removed by the Occupant of the appurtenant unit on a timely basis, after written notice given to the Occupant, if, in the discretion of the Board or Manager, any such item creates a hazard or nuisance, or is in danger of being blown off the balcony or terrace during any wind storm, 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. 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.
- Barbeques C 12. Only gas barbeques equipped with a natural gas line with a "quick disconnect" into the gas connection installed by the Declarant are permitted on balconies and terraces.
- Plants C 13. No flowers, plant, vine, bush, shrub, tree ("flora"), furniture, chattel, fixture or any other item on any exclusive use balcony, terrace or patio shall exceed 5 feet in height on



balconies and 7 feet in height on terraces or shall encroach upon any other unit. All flora shall be properly planted, secured, fed and carefully watered regularly so as to maintain it in a healthy condition, while avoiding spillage, and appropriately maintained and groomed by the owner of the appurtenant unit at all times. All flora located on any balcony, terrace or patio shall be potted and all items shall be located inside any railings or exclusive use area. Wrapping ivy is prohibited due to its invasive roots and risk of damage to surrounding surfaces.

- Sports C 14. 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. 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.
- Restricted Entry C 15. While entering or exiting, Occupants shall not permit entry by anyone into the building whom the Occupant does not know to be an owner or resident.
- Roof C 16. 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.
- Smoking C 17. No person may smoke in any interior common elements of the Corporation's building, in compliance with the *Smoke Free Ontario Act*, and no person shall dispose of cigarette or cigar butts on any part of the common elements.
- No Liability C 18. 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 any person of any common areas, assets or facilities of the Corporation.
- Disposal  
Of Objects C 19. Any unauthorized object placed upon or left upon the common elements shall be removed by the owner thereof, or if left unattended, may be removed, stored for 14 days and disposed of thereafter by the Manager, after notice given to any known owner thereof and upon posted notice. If the owner thereof fails or is unable to identify and prove ownership of the object within 14 days after notice, the Manager may dispose of the object without further notice or advertisement and may offer it for private or public sale, whether by auction or otherwise or by donation to any organization or person, or by garbage disposal, and any proceeds thereof shall be kept by the Corporation. Any object which apparently has been abandoned or which apparently has insignificant value may be disposed of promptly and without notice, in any manner as the Manager sees fit.
- Damage C 20. In the event any common elements, assets, facilities 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 to repair such damage, 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.

## D: TENANCIES

- Compliance D 01. Pursuant to provisions set out in the declaration and the Act, tenants, their resident family members, unit occupants, 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, except for the purpose of administering the lease and any tenancy matters.
- 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 thereof, in which event the owner shall have his/her/its corresponding rights and remedies pursuant to the lease of the unit or by statute or at common law against the tenant and any occupants, visitors or guests at the unit.
- Common Expense D 03. No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the owner is in default of payment of common expenses, in which case the tenant shall deduct from the rent otherwise payable to the owner, the owner's share of the common expenses and shall pay that amount to the Corporation, which amount shall be deemed to constitute payment toward rent under the lease, and the tenant shall not, by reason only of such payment to the Corporation, be in default of the tenant's obligation under the lease, as required by s. 87 of the Act. The tenant shall not be subject to any recourse by the unit owner pursuant to the *Residential Tenancies Act* or otherwise.
- Notification D 04. The owner shall deliver to the tenant a copy of the declaration, by-laws and rules of the Corporation at the time of entering into a lease of a unit. The owner shall forthwith notify the Corporation that the unit has been leased or that a lease of the unit has been terminated or renewed. The owner shall provide the Corporation with the tenant's name and owner's address, together with a copy of the lease of the unit or a summary of the lease on the prescribed form, as required by s. 83 of the Act, so that the appropriate information can be inserted into the Corporation's Lease Record. 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' Information Form" (Schedule "A"), as required by Rule A 01, and the "Tenant's Acknowledgment" (Schedule "B"), as required by the Corporation's declaration, together with the Summary of Lease (Schedule "C"), 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 and Service Elevator Rules 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. No lease shall be for a period of less than six (6) months without the prior approval of the Board. 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 transient leases are prohibited; see Articles B 01 - B 08.

Tenant's Insurance D 07. Unit owners and tenants are each strongly advised to require the tenant to obtain a tenant's condominium insurance policy from a condominium 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 and other forms of tenant protection insurance (since a tenant and Occupants (other than the owner) are not protected by some of such coverages as may be contained in the Corporation's insurance policies).

Termination  
of Lease

D 08. In the event a tenant, an occupant of a unit, their guest or visitors breach 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. The Corporation shall have the right to either choose to adopt or circumvent the process applicable to mediation/arbitration of any disagreement pursuant to s. 132 of the Act in the event a tenant, guest or visitor breaches any provision set out in the declaration, by-laws or rules of the Corporation, provided that both the owner of the unit and the tenant shall be held liable for any damages, costs or other remedy as the court may apply.

## **E: MOVING AND SERVICE ELEVATOR**

Moving  
Agreement

E 01. The Occupant shall reserve the service elevator at least two days prior to any move-in or move-out date and time, as confirmed by the Manager or its representative, provided that the service elevator shall be made available on a first-come, first-served basis. A Moving Agreement in the form attached hereto as Schedule "D", as may be amended from time to time, must be completed and signed by the owner and/or tenant of a unit and a security deposit, in a reasonable amount to be determined by the Board from time to time, must be provided to the Manager before a new Occupant assumes occupancy of a unit or vacates a unit or in the event of any other 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 tenant and the owner of a tenant's unit shall complete Schedules "A" - "C" prior to using the moving elevator, as required by Rule D 05 hereof and shall comply with each of the rules pertaining to Tenants.

- Bulky Item E 02. A bulky item shall consist of any furniture, appliance, equipment, household effects, construction materials or any other kind of goods, materials, chattels or items of any nature or kind which exceed 1 metre (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. 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*.
- Service Elevator E 03. All bulky items shall be transported only in accordance with provisions set out in these Moving and Service Elevator Rules E. All bulky items must be transported only through a designated loading area and service elevator. No person shall place any bulky item in any elevator other than a designated service elevator. Prior to transportation of any bulky item, approved elevator pads must be properly installed in the 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 Superintendent, Manager or other representative of the Corporation at the service elevator and upon the other portions of the common elements between the loading area, moving room, service elevator and the destination unit, in order to complete an initial Inspection Report in the form attached to and forming part of these Rules as Schedule "E". 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 elevator is available for use during the reservation hours as determined by the Board from time to time, but shall not be used for moving during any other hours except with the consent of the Manager or superintendent, determined in their sole discretion. Moving is not permitted on Sundays or statutory holidays.
- Use of Dolly E 06. The Corporation's dolly (cart) 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 to its usual location.

- Return Keys E 07. Any Occupant moving out of any unit shall return to the Manager all building keys/access cards, fobs and parking stickers which constitute the property of the Corporation.
- No Liability E 08. The Corporation shall not be liable for any items lost, damaged, destroyed or stolen from any of the common elements or for any injury, illness, accident, or death pertaining to use, by the Occupant, delivery persons or others for whom the Occupant is responsible, of the service elevator or other common areas of the Corporation. The Corporation and the Corporation's Representatives shall not be held liable for any loss, damages, expense or costs 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 removed immediately from the common elements and disposed of in accordance with Garbage Rules F. No garbage, refuse or debris shall be left in any common area after a delivery has been completed.
- Damage Liability E 10. 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 responsible for such damage, the applicable Occupant and the owner of the unit shall each, 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.
- Delivery Vans E 11. 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.

- Compliance E 12. 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 and Service Elevator Rules E, and all other applicable Rules of the Corporation.

## **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 or recyclables in designated depository areas are between 7:00 a.m. to 11:00 p.m. Monday through Saturday and 9:00 a.m. to 11:00 p.m. on Sunday and statutory holidays.
- 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.
- Recyclables F 04. Glass jars/bottles, other forms of glass, aluminum 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 recycling bins as designated by the Board in accordance with all municipal by-laws and requirements. Any potentially leakable recyclable material shall be double-wrapped in leak-proof bags or containers and shall be carried to the appropriate recycling bins. Computers, televisions, electronics and other objects specified by the municipality shall be disposed of at the municipally-designated drop-off centre.
- 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 F 06. Large or heavy objects which cannot be dismantled (such as used furniture, appliances and other bulky objects) must be removed and delivered to the designated area no earlier than 24 hours prior to the arranged pick-up time. The delivery, removal or placement of such items is the sole responsibility of the owner of the items. It is the responsibility of the owner of such items to arrange for the pick-up of such items with the municipal bulk garbage disposal unit. The Corporation and the Board shall not be liable for any injury to any person or persons, or for any damage to any property as a result of the delivery, removal or placement of such items.

- Compliance F 07. Occupants shall comply with any regulations passed by the Board pertaining to requirements for compliance with any legislation, regulation, by-law or edict of any public authority pertaining to source-separation of wastes, recycling and sorting requirements as may be applicable in the municipality from time to time. In order to reduce waste, Occupants are encouraged to reduce, reuse and recycle whenever possible.
- Refrigerators F 08. No Occupant may dispose of a refrigerator, freezer, air-conditioner or other appliance containing chlorofluorocarbons or related chemicals except after being dismantled, drained of chemicals and tagged by a certified person who has an Ozone Depletion Prevention Card. Only such a certified person may repair or recharge any such leaking appliance. Refrigerator, stove and freezer doors must be removed before disposal. Occupants must dispose of such appliances in accordance with the Moving and Service 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, filters, 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 and test all Safety Devices at least semi-annually, and when necessary shall maintain, repair and replace all such Safety Devices. The Occupant 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. Semi-annual inspections and battery replacements can typically be diarized on the dates established for the change to daylight-savings and standard time.
- Indemnification G 04. The owner shall indemnify the Corporation and its representatives and save them harmless with respect to any claim, action, proceedings, damages, damage, loss, injury, accident, 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 required by 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.
- Cost G 07. All costs of any inspection, maintenance, repair or replacement of a Safety Device 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 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, delay, estoppel, detrimental reliance or discrimination, nor obligate the Corporation to do so thereafter or in any other case, nor shall the Corporation be held liable for any direct, indirect or consequential loss, damage, expense or cost 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 "F" 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 lint trap in any laundry drying machine on a regular basis. The lint dryer trap in the ceiling of the laundry area shall be cleaned at least once every six months, failing which, the Corporation shall be entitled, but not obligated, 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 painting ensuite 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 re-charge a general-purpose fire extinguisher (designated ABC) located in a handy location within the unit known to all occupants.

## **I: MAINTENANCE, REPAIRS AND ALTERATIONS**

- Maintain Unit I 01. Each owner shall maintain his or her unit, the building standard improvements therein, all improvements and betterments made or acquired by an owner and the Occupant's contents, all at his or her own expense.
- Repairs  
After Damage I 02. In any event of damage covered by the Corporation's insurance policy and governed by the provisions contained in the Corporation's Standard Unit By-law or declaration, the Corporation shall repair the bare unit and standard improvements as defined in the Corporation's Standard Unit By-law, unless an exclusion is applicable, in which event, the owner shall repair his or her bare unit and the standard improvements therein. In any event, the owner shall repair after damage all improvements and betterments made or acquired by an owner, and the Occupant shall repair after damage the Occupant's contents, all at his, her or their own expense. Owners and tenants are urged to obtain a comprehensive condominium unit owner's or tenant's insurance policy to provide various types of insurance not covered by the Corporation's insurance policy, as referred to in Rule M 01. Owners can be held liable to pay the Corporation's insurance deductible amount applicable to damage emanating from within the unit, as specified in the Act and subject to any applicable insurance deductible provision contained in any by-law of the Corporation.
- Damage I 03. 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 04. 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 establishing a due date for payment 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 05. 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 06. No Occupant shall, without the prior written consent of the Board and subject to the provisions contained in the Corporation's Permission to Renovate Form (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 Owner's Alteration Agreement subject to approval of the Board of the provisions contained therein, at the expense of the owner, subject to registration of the Owner's 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. See also Rules C 08 and C 09.

- Upgrades I 07. 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.
- 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 submitting the required Renovation Form and obtaining the prior written approval of the Board or the Manager.
- 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.
- 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. To reduce common expenses, it is recommended that air conditioner thermostats be set no lower than 25°C and heating thermostats be set no higher than 22°C. 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. High-pressure toilets and garberators are prohibited.
- Repair Costs K 02. Repair costs arising from any damage to toilets or any other water apparatus or drainage system 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 and valves 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 or upon entrance ways, driveways, sidewalks, delivery and service parking areas, and any other parts of the common elements except those areas designated for parking by Occupants, visitors or guests.
- Blocking 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, any installation upon the common elements, and other vehicle or person or in such a manner as might hinder snow plowing or cleaning of the roadways and sidewalks.

- Signs L 04. Each Occupant, driver or owner of a vehicle shall fully comply with all posted signs, directions, speed 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 10 km/hr (6 mph), or such other speed limit as may be posted.
- Driveway L 06. No vehicle shall be driven on the common elements except on a driveway.
- 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, 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 1 hour or more 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 or upon the thing, the Corporation may arrange for the vehicle or thing to be ticketed, tagged, towed or removed from the common elements and impounded or stored at the owner's expense.
- 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, impounding, storage and disposal of the vehicle or thing, including, but not limited to, full legal costs.

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 (whether a parking unit or an exclusive-use common element parking space) shall be used only for the purpose of parking a private passenger vehicle. A "private passenger vehicle", 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 residential unit as may be set forth in the declaration, or a permitted licensee, may own, lease, park upon or use an exclusive use common elements parking space or a parking unit. A guest of an owner or tenant may park upon an exclusive use common elements parking space or a parking unit, provided the owner has given them permission to do so. The Corporation may supply Occupants with parking decals identifying their parking space and require that the Occupants display those permits when parking in their designated space. If required, any such permits shall be visibly displayed on the vehicle windshield.
- 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 the successor owner of the unit and otherwise in accordance with any requirements set out in the Corporation's declaration.
- Visitor Only L 20. No person shall park a vehicle on any visitor parking space unless that person is a visitor or guest of an Occupant. Occupants are not permitted to park their vehicles within any Visitors' Parking space at any time. Unauthorized vehicles parked in the Visitors Parking area are subject to ticketing and/or towing.
- Visitors' Parking L 21. Visitors are permitted to park only in areas designated for Visitors' Parking. Visitors are not permitted to park in an Occupant's exclusive use parking space, unless given permission to do so by the Occupant.
- First-come L 22. Visitor Parking is available on a first-come, first-served basis.
- Time Limits L 23. Visitors who wish to park in the Visitors' Parking area must obtain a permit slip from security staff or the Manager. Overnight Visitor parking shall be limited to no more than 5 times per month. Exceptions to the visitor parking time limits identified herein may be made at the discretion of the Manager, whereupon an extended visitor parking permit may be issued to the visitor.
- Display Permits L 24. Valid parking permits visibly displayed from the exterior of the windshield and located on the dashboard of a vehicle are required for all visitors.
- Bicycles L 25. Bicycles are to be parked only in those areas designated for bicycle parking. Only owners of a residential bicycle parking space may park in the residential bicycle parking area and only in their assigned bicycle space. 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. Only one bicycle is allowed per bicycle rack space. Bicycles found chained, stored or parked in contravention of this Rule L 25 will forcibly be 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: GUEST SUITES**

- Guest Suite M 01. A Resident may book a reservation for a Guest Suite with the Manager by completing the Corporation's form of Guest Suite Reservation Agreement, subject to the Guest Suite Rules set out on Schedule "G" attached hereto, as may be amended from time to time.

## **N: AMENITY ROOM**

Amenity Room N 01. A Resident may book a reservation for the Amenity Room with the Manager by completing the Corporation's form of Amenity Room Reservation Agreement, subject to the Amenity Room Rules set out on Schedule "H" attached hereto, as may be amended from time to time.

## **O: INSURANCE**

Insurance O 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 Standard Improvements to the unit or to the common elements, including exclusive use common elements;
- (ii) contents insurance pertaining to furnishings, fixtures, equipment, decorations, 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, when specified in the policy;
- (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.



## **P: PETS**

- Household Pets P 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 P 02. Each unit shall be permitted to keep no more than two pets. 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
- Registered P 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' Information Form referred to in Rule A 01 hereof within 30 days after these Pet Rules come into effect.
- Care & Control P 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 P 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 P 06. An Occupant whose pet exhibits a behavioural defect which causes a nuisance to one or more other Occupants shall take special measures to stop the pet from doing so. 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. 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 P 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 of 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, terrace or on any other common area. Pets must be held away from other Occupants, visitors and guests except with their consent. While on an elevator, all pets shall be leashed and carried or held by a collar or leash. If another Occupant, visitor or guest is disturbed or distressed by the pet, the person having custody of the pet shall immediately carry, control and remove the pet from an elevator or any other area, giving way to any such Occupant, visitor or guest.
- Exercise P 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.
- Scoop P 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 P 10. Occupants shall be liable for any damage to the common elements, units, property, contents or persons caused by their pet or any animal being kept in the Occupant's unit or on the common elements, and shall indemnify the Corporation for any cost, loss, damage, injury or death arising as a result thereof and the cost of cleaning, maintenance, repairs or replacement arising with respect thereto.
- Evacuation P 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 P 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 P 13. Visitors and residents are responsible for visitor's pets that are brought onto the common elements or into the units of the Corporation.
- Breeding P 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 P 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.

## Q: ENFORCEMENT

Enforcement Q 01. The Board, acting reasonably will enforce the provisions of the Act, the declaration, by-laws and rules of the Corporation. The Board shall not be obligated to enforce any such provisions unless it is satisfied, after receiving considered legal advice, that breach of any such provision has been well documented beyond a reasonable doubt to have occurred, as confirmed by the evidence of independent witnesses.

Indemnification Q 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 Q 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), or pursuant to any other legal remedy available to the Corporation, subject to compliance, when required, 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. The Corporation shall be entitled to register 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 Q 04. a) In the event it is alleged that a person using the Corporation's common elements, assets or 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 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.

## **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 ..... day of ....., 2014 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 ..... day of ....., 2014. These Rules come into effect and are enforceable in accordance with their terms on the ..... day of ....., 2014, provided that in the event more than 15% of the owners of the Corporation who are entitled to vote requisition a meeting of owners in accordance with s. 46 of the Act, in order to approve, reject or amend any of these Rules, the Rules shall take effect and become enforceable only when approved or amended at the requisition meeting.

SIGNED on behalf of the Board of Directors of the Corporation on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
President –

\_\_\_\_\_  
Secretary –

**Schedule "A"**  
**RESIDENT'S INFORMATION FORM**

DATE: ..... SUITE: .....

OWNER NAME(S): .....  
.....

OWNER MAILING ADDRESS: .....  
.....  
CITY ..... POSTAL CODE .....

OWNER E-MAIL: .....

OWNER TELEPHONE: HOME: ( ) ..... BUS: ( ) .....  
CELL: ( ) .....

NAME OF ALL OTHER RESIDENTS: .....  
.....

RESIDENT CHILDREN UNDER AGE 18:

NAME: ..... AGE: .....  
.....

TENANT NAME(S): .....  
.....

TENANT TELEPHONE: HOME: ( ) ..... BUS: ( ) .....  
CELL: ( ) .....

DO YOU OWN A LOCKER: NO: ..... YES: LOCKER # .....

DO YOU OWN A PARKING UNIT: NO: ..... YES: PARKING UNIT # .....

PET SPECIES: ..... NAME: ..... NUMBER ..... WEIGHT .....

VEHICLE: MAKE, MODEL AND YEAR: .....

VEHICLE LIC. PLATE: .....

MEDICAL CONDITIONS, IF APPLICABLE, OF RESIDENT FOR EMERGENCY PURPOSES:

.....  
.....

RESIDENT EMERGENCY CONTACT:

NAME: .....

ADDRESS: .....

TELEPHONE: HOME: ( ) ..... BUS: ( ) .....  
CELL: ( ) .....

\*\*\*\*\* **PLEASE KEEP US INFORMED OF ANY CHANGES** \*\*\*\*\*

**Schedule "B"**  
**TENANT'S UNDERTAKING AND ACKNOWLEDGMENT**

I/WE ....., the undersigned, as tenant(s) of Unit ....., Level ..... (the "Unit"), according to Toronto Standard Condominium Corporation No. 2300, do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said unit that I/We shall comply with the provision of the *Condominium Act, 1998*, S.O. 1998, C.19 (the "Act") and the Regulation made thereunder, and all subsequent amendments thereto, and also the Declaration, By-laws and Rules of the said Toronto Standard Condominium Corporation No. 2300.

I/We acknowledge that I am/we are subject to the provision contained in said Act, Declaration, By-laws and Rules of the said Corporation.

I/We further acknowledge receipt of the Declaration, By-laws and Rules of the said Corporation.

I/We intend to occupy the Unit with the person named above as our principal residence for the stated term of the Lease accompanying Schedule "A" – Resident's Information Form and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/We further acknowledge that the Unit is restricted to a maximum of ..... persons.

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Unit contravenes the provisions of the Declaration, By-law and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Act.

Dated this ..... day of ....., 20.....

.....  
(print name of tenant)

.....  
(signature of tenant)

.....  
(print name of tenant)

.....  
(signature of tenant)

**Schedule "C"**  
**SUMMARY OF LEASE OR RENEWAL**  
(clause 83 (1) (b) of the *Condominium Act, 1998*)

TO: Toronto Standard Condominium Corporation No. 2300

1. This is to notify you that an original or renewal [*select one*] written or oral [*select one*] lease sublease assignment of lease [*select one*] or a renewal of a written or oral lease, sublease or assignment of lease has been entered into for:

Dwelling Unit(s) ..... Level ..... Parking Unit(s) ..... Level ..... Locker Unit(s) ..... Level.....

on the following terms:

Name of lessee(s)/sublessee(s)/assignee (s): .....

Telephone number: ..... Email: .....  
Fax number if any: .....

Commencement date: ..... Termination date: .....

Option(s) to renew: (*set out details. i.e., first option commencement date*)

.....  
.....

Rental payments: .....  
(*set out amount and when due*)

Other information:  
.....  
.....  
(*at the option of the owner*)

2. I (We) have provided the above-designated lessee(s)/sublessee(s)/assignee(s) with a copy of the declaration, by-laws and rules of the condominium corporation.

3. I (We) acknowledge that, as required by subsection 83 (2) of the *Condominium Act, 1998*, I (we) will advise you in writing if the above-designated lease/sublease/assignment of lease is terminated.

Dated this ..... day of ....., 20.....

.....  
(*print name of owner*) ..... (*signature of owner*)

.....  
(*print name of owner*) ..... (*signature of owner*)

(*In the case of a corporation, affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.*)

.....  
(*address*)

Tel. No. .... Fax No. (*if any*) .....



**Schedule "D"**  
**Moving Agreement**

Occupant Name(s): \_\_\_\_\_  
\_\_\_\_\_

Suite: \_\_\_\_\_

Moving Date: \_\_\_\_\_

Moving In:

Moving Out:

Moving Time: \_\_\_\_\_

Elevator Required:

Yes

No

Security Deposit Received:

I/We acknowledge that any damage whatsoever to the common elements, arising from the move, will result in the loss of the Security Deposit Amount identified above.

I/We acknowledge that I/we have read, understood and agreed to the provisions identified in Rule E ("Moving and Service Elevator") of the Corporation's Rules.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



## **Schedule "F"** **Emergency Fire Procedures**

### **Instructions to Occupants on Fire Safety Procedures**

#### **On Discovering a Fire:**

1. Tell everyone in your immediate area.
2. Leave the fire area.
3. Close all doors behind you.
4. Do not use the elevator.
5. Activate the Fire Alarm, by using pull stations.
6. Use the nearest exit stairwell to leave the building immediately.
7. Telephone the City of Toronto Fire Department by dialing 9-1-1 (never assume this has been done).
8. Know the correct address and the location of the fire.
9. Meet the fire fighters at the main entrance and tell them where the fire is.
10. Do NOT return into the building until it is declared safe to do so by Fire Officials.

#### **If you hear the Fire Alarm:**

1. Before opening the door, check if the smoke is entering from around the door. If not, feel the knob for heat. If it is not hot, brace yourself against door and open it slightly. If you feel air pressure or a hot draft, close the door quickly.
2. If you find no fire or smoke in the corridor, close the door behind you and leave by the nearest exit stairwell and call the Toronto Fire Department at 9-1-1.
3. If you encounter smoke in the corridor or stairwell, consider using the Exit stairwell at the other end of the corridor, which may be clear, or return to your suite.
4. If you can't use any stairway, return to your suite if you can, or go into any corridor and bang on suite doors until you find a place to take shelter.
5. Never go up to the roof. Smoke rises to the top of the stairway. There is no roof access and you could be trapped.

#### **If an Alert Fire Alarm Signal is heard:**

1. An alert alarm signal indicates a possible fire condition may exist somewhere in the building. Standby for information.
2. Listen for instructions or an announcement over the voice communication system.
3. Prepare to leave the building.
4. When necessary to leave a floor area, follow procedures for continuous alarm signal mentioned above.

#### **If you remain in your suite:**

You must protect yourself from smoke. Stay in your unit until you are rescued or until you are told to leave. This may take a long time. Do not wait too long to leave your apartment after the alarm has sounded. The longer you wait, the more is the risk that heavy smoke will have spread into the stairways and corridors. Your chances of survival are less.

1. Keep smoke from entering your suite. Use tape to seal cracks around the door and place wet towels at the bottom. Seal vents or ducts the same way.
2. If smoke enters your suite or if you require assistance from evacuation telephone the Toronto Fire Department – dial 9-1-1 and tell them where you are and then move to the balcony if you have one. Close the doors behind you.
3. If you don't have a balcony, go to the most smoke-free room, close the door and seal it with tape and towels. Open the window for fresh air, however, if smoke enters, close the window.
4. If you require assistance for evacuation, dial 9-1-1 and tell the Toronto Fire Department where you are. Signal to the fire fighters by waving a sheet from a window or balcony.
5. Crouch low to the floor if smoke comes into the room.
6. Remain calm and wait to be rescued. Do not consider jumping. Listen for instructions from authorities.

### **Fire Extinguishment, Control or Confinement:**

The use of fire extinguishing equipment is strictly voluntary.

Along the corridors on all floors there are Fire Hose Cabinets containing a hand held Fire Extinguisher. If the fire is small and you feel you can control its spread by use of the extinguisher, first pull the nearest alarm station, and then attack the fire. Use common sense and caution at all times. If in any doubt, leave the fire area.

Only after ensuring that the alarm has been raised and the Fire Department notified, a small fire can be extinguished by experienced person(s) familiar with extinguisher operation. In the event that the fire you discover cannot be extinguished with the use of the Fire extinguisher, or if the smoke presents a hazard to the operator, close the door to the area so as to confine or contain the fire. Leave the fire area and if safe to do so, wait to give arriving fire fighters information about the exact location of the fire.

To operate a portable fire extinguisher, all you need to remember is the word "P.A.S.S." which stands for the following:

- P** Pull the safety pin out.
- A** Aim the fire extinguisher nozzle at the base of the fire.
- S** Squeeze the trigger.
- S** Sweep back and forth at the base of the fire until fire is extinguished.

Schedule "G"

Guest Suite

1 [ ] 2 [ ]

- Rental Cheque in the amount of \$100.00 per night payable to T.S.C.C. # 2300
\$250.00. Security Deposit payable to T.S.C.C. # 2300 (Cheque)
Signature from Security or Property Management
Note: All items above must be checked to confirm reservation

THE KING EAST GUEST SUITE
RENTAL & SECURITY AGREEMENT

THIS AGREEMENT made in duplicate this \_\_\_ day of \_\_\_, 201\_\_\_
BY AND BETWEEN: TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2300
(hereinafter called the "Licensor") OF THE FIRST PART AND

RESIDENT'S NAME (Please Print) \_\_\_\_\_ Suite # \_\_\_\_\_
Telephone # \_\_\_\_\_, who resides at 318 King Street East.
(hereinafter called the "Permit Holder") OF THE SECOND PART

WITNESSETH that in consideration of the covenants and agreement herein contained on the part of the
Permit Holder, his heirs, executors and administrators to be observed and performed, the Licensor
hereby agrees to permit the use of the Guest Suite (hereinafter referred to as the "Premises").

GUEST ROOM: The King East

DATE(S) BEING OCCUPIED FROM: \_\_\_\_\_ TO: \_\_\_\_\_ # OF NIGHTS \_\_\_\_\_

NAME OF GUESTS: \_\_\_\_\_ # OF GUESTS \_\_\_\_\_

\*\* CHECK-IN TIME - 4:00 P.M. CHECK-OUT TIME - 12.30pm. \*\*

THE PERMIT HOLDER HEREBY AGREES TO DEPOSIT WITH THE LICENSOR, the following:

- 1. Security/Damage/Deposit: \$250.00. Cheque payable to T.S.C.C. # 2300
a. For non-compliance with rental agreement, rules and or condominium documentation and
for damages to the "Premises".
b. Refundable after satisfactory inspection and all Licensee obligations hereunder are met.
2. Fee (Use of Room): \$100.00 at this time per night (non-refundable) Payable to T.S.C.C. #2300

Until such time as all these conditions are met, management reserves the right to accept other bookings as the rental policy
is on first come, first serve basis.

PLEASE APPRISE YOURSELVES OF THE FOLLOWING:

- 1 Guest Room Key and 1 (FOB) must be picked up and returned to the Security Desk. Any delays in returning the keys to the room may result
in additional charges or forfeiture of the security deposit.
- Payment must be made in full at the time the room is reserved, payable to T.S.C.C. #2300
- Only a Resident or Owner may rent the King East Guest Suite(s)
- The Guest Suite may be rented for a period of no more than 7 nights within a 30-day period.
- Bookings will be accepted up to 3 months in advance.
- Guests of residents acknowledge and agree that the occupancy of the Guest Suite shall not create the relationship of Landlord and Resident
between the Condominium and guest.
- NO SMOKING IS ALLOWED. NO PETS ARE ALLOWED.
- CANCELLATION POLICY: Residents who cancel their reservations in 48 hours or less will have the rental fee refunded less \$75.00.
- It is imperative that you read and adhere to all of the conditions of this page and the attached agreement; otherwise your security
deposit may be forfeited.

The room is rented upon the conditions in this agreement. The Permit Holder represents that he/she has
read, understands and agrees with the conditions, rules and obligations set out herein.

DATED AT TORONTO this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_

("Permit Holder" signature) \_\_\_\_\_ TSCC 2300
Regards, \_\_\_\_\_
Concierge or Management (Authorized Signer)

## GUEST ROOM TERMS OF GUEST SUITE RENTAL AGREEMENT

1. "Premises" means the units and common elements of Toronto Standard Condominium Corporation No 2300. (referred to as T.S.C.C.#2300)
2. The term "Permit Holder" in the Guest Suite/Rental Agreement shall be defined as the registered owner or resident that currently resides in a unit in T.S.C.C. #2300. No one under the age of nineteen (19) years shall be permitted to reserve the Premises or enter in this agreement.
3. All bookings must begin with the submission of a signed Guest Suite Rental Agreement. The signed agreement and all fees and deposits must be received to confirm reservation of the room. Until such time as all these conditions are met, management reserves the right to accept other bookings as the rental policy is on first come, first serve basis.
4. Cancellation Policy: if for any reason the accommodations are not required, to cancel the booking the resident must give at least 48 hours prior notice, in writing, to the property manager. If the cancellation is made within 48 hours of the check-in time, the resident will be responsible for the first night rental fee minus \$75.
5. The Corporation reserves the right to cancel or alter a permit at any time without compensation to the permit holder or their guest. The Board of Directors and/or management reserves the right to refuse any booking request which, in their opinion, is not for a resident's personal use, is a threat to security or may disturb the quiet enjoyment of other residents.
6. A damage deposit in an amount to be determined by the Corporation by cheque is to be deposited with the property manager, which shall be a security deposit to ensure the performance of the resident's obligations, responsibilities and adherence to the regulations.
7. All guests are to sign in with security. Problems with the Guest Suite must be reported to the manager or security and/or building staff immediately upon arrival. Guest that wish to use the amenities must be accompanied by the Permit Holder.
8. Under no circumstances are the corridors to be used for any purpose other than to allow access to and from the guest suites. The doors of the "Premises" shall remain closed at all times during the guests' stay.
9. One set of sheets and towels are provided with the room rental. Please note that guests must provide their own soap, shampoo and other personal items/toiletries.
10. Use of visitor's parking is not included in the rental fee and is subject to availability. An Overnight Visitor Parking Pass must be obtained from Security and displayed on the dash of their vehicle at all times while using the underground visitor parking. It is the Owners and Residents responsibility to advise their Guests of the Visitor Parking Policy, which applies to all guests. If no authorized visitor parking spaces are available, the visitor may park his or her vehicle underground in any of the pay parking at their expense.
11. In accordance with the municipal noise by-law, soft music is permissible to the hour of 11:00 p.m. Thereafter, all music and noise must cease so that others are not disturbed. If this requirement is not met, appropriate action will be taken and the full amount of the security deposit will be forfeited.
12. In accordance with the municipal noise by-law, soft music is permissible to the hour of 11:00 p.m. Thereafter, all music and noise must cease so that others are not disturbed. If this requirement is not met, appropriate action will be taken and the full amount of the security deposit will be forfeited.
13. Occupancy of the guest suite is from 4:00 p.m. on the first day of the rental. Keys must be returned to the concierge desk by 12:30 p.m. on the last day of the rental. Failure to return the keys by the specified time will result in additional charges being levied or forfeiture of the security deposit.
14. The resident agrees to ensure the removal of all personal belongings from the "Premises", including all objects not belonging to the Corporation, prior to 12:30 p.m. on the final day of the rental. **The furniture in the "Premises" shall not be moved.**
15. The resident agrees that all refuse and recyclable materials left by the guest(s) will be deposited in the garbage and recycling facilities provided.
16. The resident agrees to assume full responsibility of the users to preserve reasonable order, behaviour, and decorum.
17. The resident agrees that any breach of these terms and conditions shall result in the forfeiture of all of the security deposit money to the corporation.
18. Smoking is not permitted in the guest suite or the common areas in the building.
19. Pets are not permitted in the guest suite.
20. The maximum occupancy of the accommodation cannot exceed two (2) adults and one (1) child.
21. The corporation, its officers or employees, the management company, its employees and other agents of the corporation as contracted from time to time, shall not be responsible for any lost or damaged goods.
22. Damage to the furnishings and/or theft or loss of the "Premises" or property during the rental period is the "permit holders" responsibility. Any additional costs incurred by the corporation plus reasonable administrative costs not covered by the security deposit, shall be payable to the corporation immediately by the resident, once they are advised of the costs incurred. The cost(s) of which may be collected in the same manner as common expenses and is not limited to the amount of the deposit.
23. The "permit holder", in renting the "Premises" and property, shall indemnify and save harmless the corporation, its officers or employees, the management company, its employees and other agents of the corporation as contracted from time to time, from any and all liability and from all claims and demands arising out of the misuse of facilities, damage or injuries to person, or property from any cause whatsoever in or about or in any way connected with the "premises" or "property" and shall defend all suits which may be brought out against the corporation, its officers, employees, the management company, its employees and other agents of the corporation as contracted from time to time, in respect of any such claims or demands and pay all Judgements, penalties or fines that may be rendered against the corporation, its officers or employees on account thereof.

**INSPECTION OF ROOM:**

		<b>Before</b>	<b>After</b>			<b>Before</b>	<b>After</b>
4	Pillows	_____	_____	1	TV	_____	_____
1	Bed + Mattress	_____	_____	1	DVD Player	_____	_____
1	Coffee Table	_____	_____	1	Dishwasher	_____	_____
2	Lamps	_____	_____	1	Bathroom Set	_____	_____
1	Fridge	_____	_____	2	Bath Towels	_____	_____
1	Coffee Maker	_____	_____	2	Medium Towel	_____	_____
4	Cups + Glasses	_____	_____	1	Hand Towel	_____	_____
2	Spoons	_____	_____	1	Shower Curtain	_____	_____
2	Wood Chairs	_____	_____	2	Garbage Can	_____	_____
1	Hot water Kettle	_____	_____	1	Small Carpet	_____	_____
1	Sofa	_____	_____	1	End Table	_____	_____
1	Chair(Grey)	_____	_____	1	Washer	_____	_____
1	Glass Table	_____	_____	1	Dryer	_____	_____
1	Hair Dryer	_____	_____	1	Wine Opener	_____	_____

TV + DVD Player Include Remotes

Guest Suite has 1 Glass table

**1** **INSPECTION (BEFORE RENTAL):** Inspected this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

The room has been inspected and found in proper condition with any deficiencies noted in detail.

**NOTE DEFICIENCIES (BEFORE RENTAL) :** Specify all deficiencies

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

\_\_\_\_\_  
Permit Holder

\_\_\_\_\_  
Building Staff

**2** **INSPECTION (AFTER USE):** Inspected this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

**a)** The room has been inspected and found in a clean condition and all Corporation property has been checked and found present and undamaged:

\_\_\_\_\_  
Permit Holder

\_\_\_\_\_  
Building Staff

**b) NOTE DEFICIENCIES (AFTER USE):** Please be specific

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**c) During the inspection the doors *MUST* be checked to ensure that they are all locked!!!**

***Were all the doors locked upon inspection? YES..... NO.....***

***Were all doors locked after inspection? YES..... NO.....***

\_\_\_\_\_  
Permit Holder

\_\_\_\_\_  
Building Staff

\*\*\*\*\*

**SECURITY DEPOSIT:**

**Manager's Initials**

RECEIVED ON: \_\_\_\_\_ amount \$ \_\_\_\_\_ \_\_\_\_\_

RETURNED to Permit Holder on: \_\_\_\_\_ amount \$ \_\_\_\_\_ \_\_\_\_\_

NOT RETURNED for reasons stated above: \_\_\_\_\_ \_\_\_\_\_

COMMENTS: \_\_\_\_\_



**Schedule "H"**

- \$500.00. Security Deposit payable to T.S.C.C. #2300
- \$100.00.** Admin fee payable to T.S.C.C. #2300
- Signature from Security. **Note:** All items above must be checked to confirm reservation

**PARTY ROOM RESERVATION AGREEMENT**

**THIS AGREEMENT MADE the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.**

BETWEEN

**TSCC 2300** (Hereinafter collectively called "The Corporation") OF THE FIRST PART

- And -

\_\_\_\_\_  
(Called the "Owner/Tenant") OF THE SECOND PART

WITNESSETH that in consideration of monies, covenants and agreements hereinafter reserved and contained on the part of the OWNER/TENANT to be paid, observed and performed, the CORPORATION has agreed that the OWNER/TENANT (only) may use the Party Room at:

318 King Street East, Toronto, Ontario, on \_\_\_\_\_, from \_\_\_\_\_ for the purpose of a \_\_\_\_\_.

AND WHEREAS the Corporation has consented to the OWNER/TENANT using the Room during the time and for the purposes indicated above, on the following terms and conditions only:

1. It is understood and agreed that the OWNER/TENANT is to be in attendance at all times while the party is in progress.
2. ***It is understood and agreed that due to Ontario Fire Code Regulations, a maximum number of 50 persons are allowed to be present in the Party Room at one time for the use of a party.*** The doors to the Party Room shall remain closed at all times except when people are arriving or leaving the Party Room. All exits must be kept free from obstructions at all times.
3. The OWNER/TENANT agrees to pay a flat User Fee of **\$100.00** by way of cheque made payable to TSCC #2300 as an administration fee to use the party room. The resident/tenant agree to clean up after themselves.
4. A security deposit must be delivered to Property Management/Concierge in the form of a cheque in the amount of **FIVE HUNDRED Dollars (\$500.00) payable to TSCC #2300**. The signed agreement and deposit must be received to confirm reservation of room. Until such time as all these conditions are met, management reserves the right to accept other bookings as the rental policy is on first come, first serve basis. It is understood that the security deposit is a deposit, which may be cashed in the event of damages, repairs, excessive cleaning requirements, or similar expenses, which may be incurred by the Corporation as a result of the function. The OWNER/TENANT is responsible for any damages or costs in excess of the amount of the security deposit.
5. Damage to furnishings and/or finish or rooms and/or theft or loss and/or damage to the Corporation's property are the responsibility of the OWNER/TENANT who will be responsible for costs of replacement, repairs or refinishing as determined by the Corporation in its sole discretion. The OWNER/TENANT hereby accepts responsibility for the use of the room in accordance with the regulations governing the usage of as described in the Agreement; as set out herein.
6. The OWNER/TENANT is responsible for providing directions to the party for his/hers guests. **NO ADDITIONAL SIGNS** are to be posted anywhere in the common areas and **NO DOORS** are to be left propped open.
7. The OWNER/TENANT will be responsible for his/her guests' behaviour. If in the opinion of the Corporation or its representative, the OWNER/TENANT cannot or will not control the behaviour of his/her guests and the situation in the Corporation's opinion has deteriorated to an unsatisfactory level, **the Corporation or its representative on duty will have the full authority to terminate the party immediately and ask all persons to leave the premises. The Security deposit may be forfeited as partial compensation.** It will be set at the sole discretion of the Corporation as to whether the security deposit will be withheld and as to whether the OWNER/TENANT will be permitted to use the Party Room for any future occasion.
8. Any damage to the building, grounds, and room itself, caused by the OWNER/TENANT, any members of OWNER'S/TENANT'S family, or by any of the OWNER/TENANT'S guests by reason of, or arising out of, the use of the Party Room, will be the full responsibility of the OWNER/TENANT and the OWNER/TENANT agrees to pay the cost involved in restoring any damaged property etc. to its original condition.
9. Rough cleaning of the Party Room (refuse disposal, return of furniture placement, etc.) is the responsibility of the OWNER/TENANT and must be completed prior to vacating the room at the end of the evening. All refuse must be placed in leak proof bags/receptacles and left in the kitchen or bar area.

## INDEMNITY OF THE CORPORATION

PERSONS OR COMMITTEES USING THE FACILITIES AND COMMON ELEMENT AREAS SHALL INDEMNIFY AND SAVE HARMLESS THE CORPORATION, ITS OFFICERS AND EMPLOYEES, AND ICON PROPERTY MANAGEMENT FROM ANY AND ALL DAMAGES, LOSSES, EXPENSES, ACTIONS, LIABILITY AND FROM ALL CLAIMS AND DEMANDS ARISING OUT OF MISUSE OF FACILITIES, DAMAGE OR INJURIES TO PERSON, OR PROPERTY FROM ANY CAUSE WHATSOEVER, IN OR ABOUT IN ANY WAY CONNECTED WITH THE PROPERTY AND TO DEFEND AT THE EXPENSE OF THE PERSON OR PERSONS OR COMMITTEE TO WHOM ANY PERMIT WAS ISSUED AGAINST ALL SUITS WHICH MAY BE BROUGHT AGAINST THE CORPORATION, ITS OFFICERS OR EMPLOYEES OR DANRIDGE PROPERTY MANAGEMENT IN RESPECT OF ANY SUCH CLAIM OR DEMAND AND PAY ALL THE COST OF ANY JUDGEMENT, FINES OR PENALTIES THAT MAY BE RENDERED AGAINST THE CORPORATION, ITS OFFICERS OR EMPLOYEES ON THE ACCOUNT THEREOF.

THE CORPORATION COVENANTS AGREE with the OWNER/TENANT as follows:

- a) To allow unhampered use of the Party Room unless; such use becomes a nuisance to the other OWNER/TENANT or residents in the complex, or such use is deemed by the Manager, Board of Directors or an official acting on their behalf as a contravention of any Insurance Policy held by the Corporation, or the situation is deemed disorderly or dangerous in any way.
- b) Will inspect areas prior to and following the use by the OWNER/TENANT. In addition, the Corporation reserves its right under the By-Laws and Rules of the Corporation regarding excessive noise or unsatisfactory behavior to cancel this agreement at any time should the OWNER/TENANT be in breach of these laws. Excessive noise shall be deemed to be anything that disturbs the peace and quiet of any residents within the complex.

### FOR TSCC 2300

Date Of Reservation: ____/____/____	Authorized Signature: Concierge / PM _____	
Suite: _____	Resident Signature: _____	Resident Tel: _____

**Date Rental Contract Received:**

<b>Cheques Attached: →</b>	Rental Fee:	Paid by: <b>MO / CC / PC</b>	Security Deposit: <b>\$500</b>	Paid by: <b>MO / CC / PC</b>
----------------------------	-------------	---------------------------------	-----------------------------------	---------------------------------

**MO – Money Order; CC – Certified Cheque; PC – Personal Cheque**

<b>Party Room Reservation Confirmed for: →</b>	<input type="checkbox"/> Suite #:
--	-----------------------------------

Date Approved:	Authorized by:
----------------	----------------

#### SECURITY DEPOSIT CHEQUE RETURNED

<b>\$500 →</b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<b>MO / CC / PC</b>
----------------	------------------------------	-----------------------------	---------------------

Date Returned:	Authorized by:
----------------	----------------

**Damage Fee: \$**

**COMMENTS:**

**Resident Signature:** \_\_\_\_\_

*Please note that rental fee, security deposit and rental agreement is due 2 DAYS prior to your function, to ensure that your booking is secured.*

**SCHEDULE "A"**

**PARTY ROOM AGREEMENT**

*(OWNER'S/TENANT'S Copy)*

1. These facilities are available for private use by OWNER/TENANT of the Corporation only.
2. No Renter/Resident shall permit more than 50 people to be present in the room. This maximum capacity of 50 persons allowed in such room is pursuant to the requirements of the City of Toronto Fire Department.
3. The OWNER/TENANT shall not permit noisy or rowdy behavior in or adjacent to the room, or any behavior that may disturb the enjoyment of the other Residents, their families, and guests.
4. The use of these facilities is governed by the terms of the Declaration and the Room is usable only by those parties and for such purposes contemplated within the Declaration, By-Laws and Rules of the Corporation.
5. All bookings for the Room shall be made with the Manager at the Management Office during regular business hours. The Manager may require such information, as it decides in its sole discretion, is reasonable from any party applying for use of any room.
6. Any application supplied by the Manager to the applying party, (applicant), shall be completed in full and signed by the applicant and returned to the Manager along with the necessary security/damage deposit.
7. The Manager shall request, and the applicant shall provide, all fees as described in the application for the use of the facilities. The Applicant is responsible for the gathering of loose garbage, removal of any decorations, and leaving the room in a presentable state. The Party Room should be left in the same condition as it was: floors clean, kitchen clean, and all other areas clean.
8. The applicant must provide a security/damage deposit of \$500, by way Cheque or Money Order. The signed agreement and deposit must be received to confirm reservation of room. Until such time as all these conditions are met, management reserves the right to accept other bookings as the rental policy is on first come, first serve basis. At the discretion of management a certified cheque/s may be required.
9. All Necessary chairs, tables, glasses etc. for your function must be supplied by person reserving the room. At all times, Property Management, or persons authorized by Property Management will have access to the room.
10. Subsequent to any event being held within the Room, the Manager or other representative of the Corporation shall determine if any damages have occurred to the room and shall notify the OWNER/TENANT who used the room in writing as to his determination. In the event that damage has not occurred to the Room the security/damage deposit portion will be returned to the OWNER/TENANT who used the room. In the event there is damage or additional cleaning expenses, the OWNER/TENANT shall immediately reimburse the Corporation, for all sums expended by the Manager in excess to the security/damage deposit amount to repair the damages and/or clean the Room.
11. All functions within the Room must cease no later than 10:00 p.m. and the Room vacated by all Residents and/or Guests unless otherwise shown on the face page of this Agreement. **Clean up time by the resident is between 9:30 PM and 10:00 PM.**
12. Alcohol and beverages are prohibited unless OWNER/TENANT provides their own. In no case shall liquor or any other alcoholic beverages be sold, whether for profit or otherwise, at any function within the Room.
13. The Room may be used for personal/recreation use only and may not be used for business or personal financial gain. No tickets of admission will be sold. There will be no gambling for money or prizes contrary to the By-Laws of the City, Province or Federal Government.
14. Only events organized by the Corporation or a Resident of The KING EAST, Toronto, shall be permitted within the Room. The OWNER/TENANT hosting the function is to be in attendance at all times while the party is in progress.
15. On the date of the booking, the Room will be available from 2:00 p.m. The applicant must vacate the premises by 10:00 p.m. or otherwise forfeit the entire deposit (unless otherwise shown on the face sheet of this Agreement). Decorations are permitted provided they are removed prior to vacating and provided the decorations do not damage any of the finishes, fixtures, etc. of the Room.
16. No loitering will be allowed in the areas surrounding the Party Room Area. The party must be contained in the Party Room at all times. No smoking is allowed in the party room.
17. Management or a representative of management will make an inspection, before and after each party. The OWNER/TENANT should be present for this inspection if he/she desires.

**RESIDENT'S ACKNOWLEDGEMENT:**

I \_\_\_\_\_ of suite \_\_\_\_\_ acknowledge and understand all the rules with regards to the party room.

## Amenity Room and Terrace Rules

---

1. Amenity Room and Terrace will be accessible to residents between 10am – 10pm. At 10pm, everyone must vacate the area.
2. Access the Amenity Room by using your FOB.
3. The maximum number of guests per suite is six (6).
4. Residents are responsible for ensuring that their guests follow the rules.
5. No furniture is to be removed from the room (including: remote for TV, Bell box, and Blu-Ray player)
6. Residents will be charged for any damages or missing items.
7. When using the facility, you must not disturb the quiet enjoyment of others using the facility or those living in the building.
8. Smoking is not allowed in the amenity room. Smoking cigarettes is allowed on the terrace. All cigarette butts and matches are to be disposed of in the receptacle provided.
9. Use of the BBQ is permitted. Please ensure that the gas is turned off when you are done.
10. The Amenity Room and terrace should be left as they were found. Please dispose of all garbage and recyclables in the bins in the kitchen area.
11. The Amenity Room is available for your non-exclusive use. If you would like the area for your exclusive use, it may be rented.
12. If the Amenity Room is rented for a private event, a notice will be put on the door 1 day in advance. If the room is reserved earlier on the same day that the reservation will take place, a notice will be put on the door as soon as that booking has been completed.
13. The FOB reader will automatically deactivate at 10:00pm and reactivate at 10:00am.
14. The Corporation is not responsible for any injury of any person or damage, loss or destruction of their property while using this facility.
15. No Pets are allowed in the Party Room and Patio.

Please note that the concierge will inspect the space while he is on his rounds.

Please note that the cigarette disposal tray is placed on the patio, so we kindly ask that you dispose of the butts in an appropriate in the disposal trays on the patio

Respect and enjoy our lovely space!

Sincerely,  
The board of directors of TSCC 2300

---