

Minto 30 ROE

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2559

CONDOMINIUM RULES

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RULES
TO THE UNIT OWNERS OF
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2559

Pursuant to the Condominium Act, the Board of directors (the “**Board**”) may make, amend or repeal rules respecting the use of common elements and units to,

- (i) promote the safety, security or welfare of the Owners and of the property and assets of the corporation; or
- (ii) prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the corporation.

On _____20____, the Board (repealed) (amended) (in addition to) the current rule(s) of the Condominium Corporation and passed the following rules:

The rule(s) will become effective thirty (30) days after notice of the rules have been given to each Owner (which is hereby given with the delivery of this document) unless the Board receives a requisition in writing, made and signed by the Owners, who are listed in the condominium’s voting records under subsection 47(2), must be entitled to vote and own at least 15% of the units when requiring a meeting of Owners, in which case the rule(s) will become effective only upon the approval of a majority of the Owners at the meeting.

If the Board does receive such a requisition, then the Board must call and hold a meeting of the Owners to consider the rule(s) within thirty five (35) days of the receipt of the requisition, failing which, any other requisitionist may call the meeting which shall be held within forty five (45) days of the receipt of the requisition by the Board.

RULES RESPECTING THE COMMON ELEMENTS AND UNITS OF THE CONDOMINIUM CORPORATION BY THE OWNERS

INTRODUCTION

The Board recognizes that the enjoyment that all unit Owners and other residents of Minto 30 Roe project derive from living in this condominium project can be seriously and detrimentally affected by the conduct of other unit Owners, their guests, employees, and of the other occupants of units.

The Board also recognizes that the quality of the lifestyle enjoyed by the unit Owners and other residents of Minto 30 Roe will be enhanced by a spirit of mutual co-operation and consideration among the unit Owners and other residents of Minto 30 Roe.

Accordingly, the Board has passed the following rules:

- (i) to promote the safety, security or welfare of the Owners and of the property; and
- (ii) for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.

The Condominium Act provides that:

- (i) the condominium Corporation has a duty to effect compliance by the Owners with the Act, the declaration, the by-laws and the rules;
- (ii) each Owner is bound by and shall comply with the Act, the declaration, the by-laws and the rules;
- (iii) each Owner has a right to the compliance by the Owners with the Act, the declaration, the by-laws and the rules;
- (iv) the Corporation, and every person having an encumbrance against any unit and common interest, has a right to the compliance by the Owners with the Act, the declaration, the by-laws and the rules; and
- (v) the lessee (tenant) of the unit is subject to the duties imposed by the Act, the declaration, the by-laws and the rules on an Owner, except those duties respecting common expenses.

Accordingly, it is the Corporation's duty to ensure compliance with the rule(s) and individual unit Owners do not have the right or power to enforce rule(s). The Board requests that complaints concerning rule violations be made in writing to the Property Manager, who will bring them to the attention of the Board for immediate consideration.

It is the Board's intention that the full text of this document, including the introduction, all titles, headings and preambles, shall be considered to be part of the rules.

Owners and residents are reminded that they are responsible for ensuring that their tenants, guests, families and other visitors are familiar with and comply with the rules.

PASSED BY THE BOARD THIS _____ DAY OF _____ 20__.

RULES

The following rules are made pursuant to the Condominium Act, S.O. 1998, c.19 and shall be observed by all Owners and any other person(s) occupying the unit with the Owner's approval, including, without limitation, members of the Owner's family, his tenants, guests and invitees.

Any losses, costs or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by any Owner, or his family, guests, servants, agents or occupants of his unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation (the "Corporation") against such Owner in the same manner as Common Expenses.

1. GENERAL

- (a) use of the common elements and units shall be subject to the rules which the Board may make to promote the safety, security or welfare of the Owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.
- (b) rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit Owners and occupants, their families, guests, visitors, servants or agents.
- (c) for safety purposes, use of certain recreational facilities may be restricted to adults only, and children under sixteen (16) years of age must be accompanied by an adult and shall be responsible for enforcing the rules with respect to the use of such recreational facility.
- (d) no one shall restrict or prevent any candidate running for municipal, provincial or federal office (or his or her representative) from having access to or within the Condominium, between the hours of 9:00 a.m. and 9:00 p.m., in order to canvass at the door of each of the dwelling units or to campaign in the Condominium's lobby or other common meeting area. No more than two election-advertising posters, each having a size or dimension of not more than 3 feet, may be displayed through the window(s) of any dwelling unit, or displayed within the exclusive use common element areas appurtenant to any dwelling unit. However, no election advertising posters shall be displayed within (or affixed to) any portion of the non-exclusive use common elements areas whatsoever.
- (e) the filming of any movie for commercial purposes in any residential or parking unit or on the common elements is prohibited except when authorized by written consent from the Board.
- (f) failure of the Board or the Manager to enforce any rule or regulation on any occasion or occasions shall not be construed as a change in the rules or as permission to continue or repeat a breach of such rule or regulation.
- (g) smoking is prohibited in all non-exclusive common areas.

2. QUIET ENJOYMENT

- (a) each Owner, their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the units or Common Elements by other Owners or their respective families, guest(s), visitors, services and person(s) having business with them.
- (b) no noise shall be permitted to be transmitted from one unit to another. If the Board determines that any noise is being transmitted to another unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such unit fails to abate the noise, the Board shall take such steps, as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitor's fees).
- (c) no auction sales, private showing or public events shall be allowed in any unit or the common elements.

- (d) no mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the common elements over which the Owner has exclusive use.
- (e) firecrackers or other fireworks are not permitted in any unit or on the common elements.
- (f) any repairs to the units or common elements shall be made only during reasonable hours.
- (g) no noise, caused by any instrument or any device, or otherwise, which in the opinion of the Board or the Manager disturbs the comfort of the other Owners, shall be permitted.

3. PETS

- (a) no Owner or occupant of a residential unit shall maintain, keep or shelter any animal, livestock, reptile or fowl therein, other than a household pet as herein and in the declaration defined. For the purpose of this restriction upon the use and occupation of residential units, the term “**household pet**” shall mean a caged bird, aquarium fish, domestic cats and/or domestic dog(1) and unless any such household pet(s) become a nuisance and causes unreasonable interference with the use and enjoyment by Owners of other residential units and the common elements, in which event the Board may require the pet Owner to permanently remove such pet(s) from the property upon two weeks' written notice. Dogs that, in the opinion of the Board, acting reasonably, are or may be prone to attack other household pets or persons, shall be excluded from the definition of the term “household pet”, and shall not be permitted to be kept within or upon the property.
- (b) any dog or cat must wear a collar with the identification of its Owner.
- (c) no dangerous animal or pet shall be permitted to be in or about any unit or the common elements at any time. No breeding of pets for sale shall be carried on in the property.
- (d) no pet shall be permitted to make excessive noise, and for the purpose of this provision, “excessive noise” shall mean noise that is annoying or disturbing to any Owner, but nothing herein shall restrict the discretion of the Board or Building Management.
- (e) unless within the confines of a residential unit, all dogs and cats shall be kept or held in hand by means of a short lead, leash or chain and this provision shall be applicable to the whole of the common elements, whether interior or exterior.
- (f) no pet shall be permitted to soil or damage any part of the common elements whether by waste, excrement or otherwise, and in the event of same, the Owner of the pet shall make good such damage and effect the removal of waste and save harmless the Corporation from any expense in connection therewith and it is hereby understood that the minimum charge for removal of excrement from the property by the Corporation shall be \$100.00 per removal chargeable against the unit Owner in whose unit the pet is resident or which unit the pet is visiting. **Cat litter shall not be put down the sink or toilet.**
- (g) anyone who keeps a pet on the property contrary to these rules (or any of them) shall within two (2) weeks of receipt of a written notice from the Board or the Building Management requesting the removal of such pet, permanently remove such pet from the property.

4. BUILDING SURVEILLANCE AND MONITORING

- (a) no duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.
- (b) under no circumstances shall building access or common element keys be made available to anyone other than an Owner or occupant.
- (c) no visitor may use or have access to the residential common elements and facilities unless accompanied by an Owner or occupant.
- (d) building access doors shall not be left unlocked or wedged open for any reason.

- (e) the designated service elevator availability will be allocated by the manager in accordance with the elevator moving rules. (Loading facilities shall only be used by residents with prior permission and as scheduled by the manager).
- (f) no Owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the manager.
- (g) all Owners shall supply to the Board the names of all residents and tenants of all dwelling units and the names of all users of locker units and the license number of all motor vehicles that are parked in parking units.
- (h) residents are to immediately report any suspicious person(s) seen in the buildings or on the property to the manager or its staff.
- (i) all Owners or occupants of residential units shall not tamper with or cause the in-suite surveillance and monitoring system or smoke alarms to unnecessarily activate. Any Owner of a residential unit who causes or whose occupants of the unit cause a false alarm, which alarm is monitored and recorded by the Concierge desk, shall pay to the Corporation an administrative charge of \$250.00 forthwith upon receipt of an invoice from Building Management, and if the invoice is not paid by the residential unit Owner to the Corporation within 7 days, the Corporation shall be and is hereby authorized to add the administrative charge of \$250.00 to the Owner's next monthly contribution toward common expenses, and such amount may be collected from the Owner in the same manner as common expenses.
- (j) the Board shall have the authority, from time to time, to restrict the number of building access keys and/or access cards to residential unit Owners and to set policies regarding replacement of such keys and/or cards. Each Owner and occupant of a unit shall abide by such policies, as set out by the Board from time to time.
- (k) residents who will be absent from their residential units for more than seven (7) days shall advise the Concierge of their period of absence and give the name, address and telephone number of a contact person during their absence or the names of persons who will be occupying the residential unit in such resident's absence.
- (l) the Concierge and any Building Management staff employed, from time to time, by the Corporation will be instructed not to allow visitors, workmen or delivery persons entry into the building unless such entry is authorized by the appropriate resident of a residential unit and such authorization has been communicated to the Concierge in the manner and format prescribed from time to time by the Board.
- (m) if instructed by the Board or Building Management to do so, the Concierge, when a particular resident is not in when a parcel is delivered, may accept delivery of the parcel and transport the parcel to the storage area located adjacent to the Concierge's station and later inform the resident as soon as is reasonably convenient. The Concierge is not to accept delivery of cash, registered mail, large or heavy furniture, or any thing that cannot be easily carried by one person. Any large or heavy articles such as furniture may be delivered directly to the resident's residential unit through the service elevator and by the delivery personnel providing a letter of authorization to this effect, signed by the resident and left with the concierge, and other building staff.
- (n) the Concierge and other building staff will also be instructed to have any cars that are improperly parked on the property (including residents' vehicles) tagged and/or towed from the property at an administration fee of \$250.00 in addition to all other costs and expenses incurred.

5. SAFETY

- (a) no storage of any combustible or offensive goods, provisions or materials shall be kept in any of the units or common elements.
- (b) no propane or natural gas tank shall be kept in any of the units or exclusive use common elements.

- (c) all Owners and occupants shall not overload existing electrical circuits.
- (d) water shall not be left running unless in actual use. Turn off washing machine valves after each use.
- (e) nothing shall be thrown out of the windows or the doors neither of the building nor from any balcony, terrace or roof.
- (f) nothing shall be placed on the outside of windowsills, projections or balcony railings.
- (g) barbecuing may be permitted on balconies and terraces where the gas line has been installed by the Declarant or an approved electric barbecue.
- (h) no Owner or occupant shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building, or on property kept therein, or obstruct or interfere with the rights of other Owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any Owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.

6. COMMON ELEMENTS

- (a) no one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping works on the property including grass, trees, shrubs, hedges, flowers and flowerbeds.
- (b) no building, structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements including exclusive use common elements.
- (c) no furnishings or equipment shall be removed from the common elements by or on behalf of any Owner or occupant of a unit.
- (d) with the exception of the Communications Control Unit(s) operated solely by the Owner of the Communications Control unit(s) or an applicable designee or designees, no television antenna, aerial, tower, satellite dish or similar structure and appurtenances thereto shall be erected on or fastened to any unit, or any portion of the common elements, except by the Corporation in connection with a common television cable system. No portable or window air-conditioning unit (or any appurtenances thereto) shall be installed within any unit or common element area.
- (e) no painting by unit owners shall be done to the exterior of the buildings, railings, doors, windows or any other part of the common elements.
- (f) the sidewalks, entries, passageways, hallways, stairwells, walkways and driveways which are part of the common elements shall not be obstructed by any of the Owners or occupants or used by them for any purpose other than for ingress and egress to and from the buildings, a unit or some other part of the common elements.
- (g) no food or drink shall be consumed on the common elements except in such areas designated by the Board.
- (h) nothing shall be placed, located, kept, installed or maintained on the common elements. Any goods or chattels placed, left or stored on the common elements in contravention of these rules may be removed and stored by the Corporation or placed in warehouse storage with a company authorized to hold chattels in storage, all at the expense of the Owner or occupant.
- (i) any physical damage to the common elements caused by an Owner or occupant, his/her family, guests, visitors, servants or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such Owner or occupant.
- (j) no awning, foil paper or shades shall be erected over, on or outside of the windows or patios, balconies or terraces without the prior written consent of the Board.

- (k) no addition, alteration, or improvement to the common elements, including any decoration or painting of any kind shall be made to any portion of the common elements, without the prior written approval of the Board, and without the execution of an Alteration Agreement.
- (l) roller-skating, skateboard riding, bicycling, ball throwing, street games (i.e. ball hockey, soccer) and other similar activities are strictly prohibited upon the common elements or within any parking unit(s).
- (m) the Board reserves the right to enter upon any part of the common elements designated for the exclusive use of an Owner of a residential unit for any purpose relating, directly or indirectly, to its objects and duties including carrying out inspections, maintenance, repairs, additions, alterations or improvements to the common elements, including the installation of roof tie back anchors for window washing.
- (n) no sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements whatsoever without the prior written consent of the Board, unless as specifically contemplated in the declaration.
- (o) no one shall obstruct or permit the obstruction of any entry, passageway, hallway or stairwell, which is part of the common elements, and any such entry, passageway, hallway or stairwell shall be used only as a means of ingress or egress to and from the building and the residential unit or some other part of the common elements. No articles, fixtures or doormats shall be placed at individual doorways leading into any residential unit or in the hallways.

7. RESIDENTIAL UNITS

- (a) the toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the Owner who, or whose, tenant, family, guest, visitor, servant or agent shall cause it.
- (b) no Owner or occupant shall make any major plumbing, electrical, mechanical, and structural or television cable alteration in or to his/her unit without the prior consent of the Board.
- (c) the Owner or occupant of each dwelling unit shall install a backing material of a white or off-white colour on each curtain, drapery, vertical blind, wooden shutter or other window covering that is not white or off-white and which may be visible from outside the unit through a door or window of the unit.
- (d) Units shall be used for residential purposes only, except as is permitted by the Declaration. No immoral, improper, offensive or unlawful use shall be made of any unit. All municipal, laws, rules and regulations of all government regulatory agencies shall be strictly observed.
- (e) no major electrical appliances, except a stove, refrigerator, washing machine, clothes dryer, dishwasher, other common household electrical appliances, and any appliances originally provided by the Declarant, shall be installed or used in any unit without the consent of the Board.
- (f) no Owner shall overload existing electrical circuits in his/her unit and shall not alter in any way the amperage of the existing circuit breakers in his/her unit.
- (g) no Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his unit or adjacent Common Elements. Each Owner shall immediately report to the Manager all incidents of pests; insects, vermin or rodents and all Owners shall fully cooperate with the Manager to provide access to each unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the buildings.
- (h) all Owners shall repair and maintain the heating, ventilating and air conditioning units (the HVAC units) serving the dwelling units. The Corporation may make provision for (1) the oiling and vacuuming of the HVAC units once in each calendar year and (2) the changing of the filters in the HVAC units twice in each calendar year.

- (i) Rules Concerning Unit Flooring:
 - i. Owners must receive permission from Management or the Board of Directors prior to installation of hard flooring and have the sound attenuation placement verified during installation.
 - ii. Acoustic underlay is to be installed under all areas of hard surface flooring as per the Minto acoustical engineering detail or better. The proposed design includes 6mm thickness cork underlay for engineered hardwood flooring, or other noise reduction system approved by the Board.
 - iii. Upon completion of the installation the Owner shall provide a letter from their contractor that the scope of work was completed in accordance with the Rule concerning floor coverings.
- (j) residents shall attempt to conserve energy when feasible in order to reduce their unit's utility expenses. When practical, residents are encouraged to use heavy load appliances such as washers, dishwashers, air conditioners and cooking appliances during off-peak hours to reduce peak-load electricity charges. Residents are encouraged to turn off lights and appliances not in use; to minimize consumption of heat water; to keep windows closed in winter; to minimize air conditioner use and settings and to turn down thermostats when going to sleep or when the suite is vacated.
- (k) as a fire prevention measure, each Owner and resident shall remove the lint and other debris accumulating in the front and rear lint traps in any laundry drying machine on a regular basis, including dismantling and cleaning of the rear laundry dryer duct at least every two years, whether personally or by contracting an appliance repairman to do so, failing which the Corporation shall be entitled to hire an appliance repairman 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 Condominium Act.
- (l) all Owners and residents shall repair and replace any dripping taps with the appropriate washers and replacement components to avoid unnecessary consumption of water. When replacing washers or other components, the appropriate shut off valve must first be turned off.
- (m) In the event an owner installs a barbeque where the Declarant has installed a gas line, such owner shall be responsible for the maintenance and repair of such barbeque at his/her sole cost and expense. The corporation may make provision for an annual inspection of the gas lines to the barbecue.
- (n) Where the unit is equipped with a fireplace, the owner shall be responsible for the maintenance and repair of such fireplace at his/her sole cost and expense. The corporation may make provision for an annual inspection of the gas lines to the fireplace.

8. BALCONIES, TERRACES AND EXCLUSIVE USE AREAS

- (a) balconies and exclusive use areas shall not be used for cooking and barbecuing unless a natural gas connection has been provided by the Declarant or an approved electric barbecue.
- (b) no hanging or drying of clothes is allowed on any balcony, terrace or exclusive use area.
- (c) balconies, terraces and exclusive use areas shall not be used for the storage of any goods or materials; including bicycles.
- (d) no Owner, occupant or tenant shall do or permit anything to be done on a balcony, terrace or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other Owners, occupants or tenants.
- (e) no awnings or shades shall be erected over or outside of balconies, terraces and exclusive use areas without the prior consent of the Board. The Board shall have the right to prescribe the shape, colour and material of such awnings or shades to be erected.

- (f) no one other than the Declarant shall be permitted to plant or install, within the confines of any outdoor terrace (nor anywhere else within the confines of the Condominium) any trees, hedges, shrubbery or any other type of foliage or flora, without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefore approved by the Board or the Corporation's property manager from time to time.
- (g) no one other than the Declarant shall be permitted to install any water feature(s) upon or within any outdoor terrace, outdoor balcony or patio (nor anywhere else within the confines of the Condominium), without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefore approved by the Board or the Corporation's property manager from time to time.
- (h) only seasonal furniture is allowed on exclusive use terraces and balconies. All such items shall be safely secured in order to prevent such items from being blown away from the exclusive use areas by high winds.
- (i) without limiting the generality of sub-paragraph (g) above, the Board may restrict or limit any installation on or improvement to any exclusive use terrace where necessary in its discretion to preserve or protect the structural integrity of the concrete slab and membrane immediately beneath it.

9. ALTERATIONS

Save as to what is permitted in the Declaration, owners wishing to make any alteration or change to an installation upon the common elements, a structural alteration to the unit and/or any change to the unit or to the common elements that may affect building services shall follow the procedures set forth in the Declaration, and as follows:

- (a) the Owner shall provide to the Corporation, in advance and at the Owner's expense, upon request of the Board and prior to the work being undertaken, a certificate from a professional engineer and/or architect who certifies that all work to be carried out by the Owner will be done in accordance with the plans and specifications filed with the Corporation; that the work to be carried out does not derogate in any way from the structural integrity of the building; and that the work to be carried out will not have an adverse effect upon the structure of the building, common building services, any other units or the common elements.
- (b) all work will be completed by the Owner using competent workers as expeditiously as possible, in a good and workmanlike manner and to the satisfaction of the Corporation according to the plans approved. Work will commence as soon as possible following the issuance of final consent of the Board and the alterations shall be completed as soon as possible thereafter.
- (c) prior to commencement of the work, the Owner shall enter into an alteration/indemnity agreement with the Corporation in accordance with Section 98 of the Act, and the Corporation shall arrange for the registration of said agreement in the parcel register for the unit, at the expense of the Owner.
- (d) prior to the commencement of the work, the Board may, in its discretion, require the Owner to furnish a deposit in the form of a certified cheque or money order for an amount to be reasonably determined by the Board. The said deposit shall be applied to any and all reasonable legal, engineering and administrative costs including the cost of inspecting the work, preparation and registration of the Section 98 Alteration/Indemnity Agreement, and any other reasonable cost incurred by the Corporation with respect to the Owner's alterations (which may include a proportionate share of the Corporation's total expenses in that regard for work which is done for the Corporation rather than merely relating to the Owner's unit) and regardless of whether the other unit Owners approve the proposed alterations. Should the deposit be inadequate to fully cover these costs, the Owner shall reimburse the Corporation for all expenses incurred pursuant to this rule, failing which these costs may be added to common expenses attributable to the Owner's unit, and may be collected as such.
- (e) each unit Owner who applies to the Board for approval to carry out alterations (aforesaid) and receives the Board's consent to proceed, does so at his/her own expense on the express condition and understanding that, upon being subsequently notified by the Corporation that maintenance and/or repairs must be effected which require the

removal of the Owner's alterations, the Owner shall remove the alterations and shall be solely responsible for the full costs of replacing the alterations thereafter to the original design. Any design change will be considered a new alteration requiring the approval of the Board and the entering into of a new agreement between the Corporation and the Owner. If the Owner fails to remove the alteration after notification of the requirement to do so, the Corporation may remove the alterations, and the cost thereof shall be deemed to be a common expense attributable to the unit, and may be collected as such.

- (f) all work (under this section) will be carried out, with prior approval of Building Management, in a manner so as to prevent the disturbance to other residents in the building, between the hours of 9:00 a.m. and 5:00 p.m. weekdays, excluding statutory and observed holidays.
- (g) all building materials, supplies and equipment shall be stored in the unit, and the names and identities of all workers and other persons involved in the alterations requiring entrance to the building shall be furnished to the Concierge and to Building Management, and they shall obtain access to and from the building by means designated by the Concierge or Building Management. None of such workers or persons shall be within the building other than during the hours in which work is being carried out.
- (h) the Board, or its authorized agents, shall be permitted to inspect the work and/or alterations at reasonable intervals during working hours to ensure the work is in accordance with the approved plans. The Board, or its agents, shall also be permitted to inspect the alterations at the time of completion thereof for the same purpose or for any other purpose. The Owner shall provide access to the alterations to enable such inspection to be made and further, the Corporation shall be entitled to enter the unit at any reasonable time and during any emergency, to inspect such alterations, and, if required to carry out any remedial work to protect the property, and such entry, inspection and/or remedial shall be deemed the performance of the objects and duties of the Corporation pursuant to the Section 19 of the Act.
- (i) the Board, or its authorized agents, may give such orders or directions to the workers or contractor as in their opinion may be necessary or desirable, acting reasonably, to protect any common element, avoid unreasonable disruption in the use and enjoyment of any common element (including common building services) by persons entitled to such use and enjoyment, or to remedy any lack of cleanliness or to abate any nuisance or disturbance to any Owner or occupant of any other unit. In the event of a breach of any term, covenant or condition herein to be observed by an Owner and his or her agents, the Board or its agents, shall have the right, at any time, to order the work to cease, and in such event, the Owner shall have no recourse against the Board, its agents or the Corporation for any damage directly or indirectly suffered by the Owner by the reason of the giving of any such order or direction.

10. STORAGE UNITS

- (a) all stored articles must be placed within the storage units and no storage is permitted on top of the space so as to conflict with fire regulations.
- (b) no stores of coal, propane, or natural gas tanks or any combustible materials or offensive goods, provisions or materials or any foodstuffs shall be stored in any storage units.
- (c) the storage units shall not be used as workshop areas, sleeping quarters or for any purpose other than for storage.
- (d) all items should be placed on a pallet or similar structure to prevent potential water damage and a tarpaulin should be placed over items as further protection from dust.

11. MOTOR VEHICLES PARKING & PARKING UNITS

For the purpose of these rules, "motor vehicle" means a private passenger automobile, station wagon, compact van or motorcycle as customarily understood. No motor vehicle parked upon any common elements shall exceed a height of 1.85 metres.

- (a) no vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.

- (b) no repairs, lubrication or oil change shall be made to any motor vehicle on any part of the common elements or on any parking unit.
- (c) no motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.
- (d) no owner or occupant shall connect any device or appliance to the electrical outlets located on any part of the common elements with the exception of exclusive use common elements nor shall an owner connect any device or appliance to the electrical outlets located at any parking unit unless the outlet is separately metered and billed to the owner.
- (e) no motor vehicle shall be driven on any part of common elements at a speed in excess of the posted speed. Except where otherwise posted, the fixed speed limit for motor vehicles or bicycles on the common elements shall be ten (10) kilometres per hour.
- (f) no Owner or occupant shall park a motor vehicle on any part of the common elements or on any parking unit other than their own.
- (g) no person shall place, leave, park or permit to be placed, left or parked upon the Common Elements any motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon seventy-two (72) hours written notice from the Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is left standing in a parking space or upon the Common Elements and is unlicensed or unregistered with the Manager, the vehicle may be towed without notice to the Owner and at the Owner's expense.
- (h) no motor vehicle shall be parked on any part of the common elements that is a driveway, fire zone or delivery and garbage pick-up areas.
- (i) only one (1) motor vehicle that is either a private passenger automobile, station wagon, compact van or motorcycle may be parked in any parking unit unless the parking unit is of sufficient size to safely accommodate more than one (1) vehicle, provided that in no instance shall any portion of any motor vehicle protrude beyond the boundaries of the parking unit or encroach upon any portion of the common elements or any other parking unit.
- (j) no parking unit shall be transferred other than to the Declarant, the Corporation or to an Owner of a dwelling unit.
- (k) no parking unit shall be leased other than to an Owner, occupant or tenant of a dwelling unit and the term of any such lease shall not exceed the term of the tenant's lease of a dwelling unit, if any.
- (l) no motor vehicle having a propane or natural gas propulsion system shall be parked on any unit.
- (m) no parking unit shall be used for any purpose other than to park a motor vehicle.
- (m) all Owners or occupants of each parking unit shall maintain such unit in a clean and slightly condition and shall be responsible for the repair of any damage caused by the Owner or occupant to those portions of the unit consisting of the waterproofing membrane and traffic topping.
- (o) drivers shall turn on their headlights when entering or driving within the parking garage.
- (p) all motor vehicles operated by Owners must be registered with the Manager. Each Owner shall provide to the Manager the license numbers of all motor vehicles driven by residents of that unit.
- (q) motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other Owners. Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic. No mopeds and bicycles are to be operated on sidewalks.

- (r) no unlicensed motor vehicles including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without a proper operating license.
- (s) no person shall park or use a motor vehicle in contravention of these rules, otherwise such person shall be liable to be fined or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for the damage, costs or expenses whatsoever caused to such motor vehicle or to the Owner thereof.
- (t) no unit Owner or occupant shall install, or cause or permit to be installed a garage door or enclosure of any kind whatsoever upon a parking unit.
- (u) all moving vans and delivery vehicles are required to register with the concierge the following information: driver's name and company; license plate number; name of resident and apartment for delivery; arrival and departure time.
- (v) guests and visitors will have the availability to park in the visitor parking area only. Once inside, visitors will be required to self-park in one of the visitor parking spaces.

12. RECREATION AND FACILITIES

(a) General

- (i) only occupants are permitted to use the recreational facilities and areas and no guest or visitor is permitted to use the recreational facilities unless accompanied at all times, by an adult resident.
- (ii) only four (4) guests or visitors per suite are permitted in the recreational facilities or areas.
- (iii) radios and other noise producing devices are not permitted in the recreational facilities or areas.
- (iv) residents shall wear proper attire while using the recreational facilities or areas. Shoes must be worn in all areas. Shoes and tops must be worn to and from the recreational areas.
- (v) users shall be responsible for any damage caused to the recreational facilities or areas.
- (vi) use of the recreational facilities or areas is at the user's own risk.
- (vii) the Board shall have the right to withdraw from any resident the right to use the Recreational facilities and areas as a result of any breach or breaches of any rules in respect to their misuse of the recreational facilities and areas.
- (viii) children less than sixteen (16) years of age must be accompanied by an adult at all times and must not be left unattended in any of the recreational or entertainment facilities.

(b) **Fitness Centre: Strength Training and Cardio; Yoga Studio, Pilates, TRX, GRAVITY and Spinning Room.**

- (i) hours: Fitness Centre: Strength Training and Cardio; Yoga Studio, Pilates, TRX, GRAVITY and Spinning Room are open 24 hours a day, seven days a week.
- (ii) for safety purposes, children less than (12) years of age are not permitted to use the equipment in the exercise room.
- (iii) children under sixteen (16) years of age must be accompanied by an adult at all times.
- (iv) the equipment is to be used at the user's risk.
- (v) includes his and her washrooms.

(c) **THE 30 Lounge, Wi-Fi Library/Lounge/Games & Media Room, Private Dining/Conference Room, Gourmet Kitchen and Chef's Table.**

- (i) hours: THE 30 Lounge, Wi-Fi Library/Lounge/Games & Media Room, Private Dining/Conference Room, Gourmet Kitchen and Chef's Table are open between the hours of 8:00 a.m. and 11:00 p.m. daily unless reserved for private use or a private function.
- (ii) THE 30 Lounge and Private Dining Room/Conference Room, Gourmet Kitchen and Chef's Table must be reserved for private use or a private function at least fourteen (14) days prior to the date required. Reservations must be made with the Office and a THE 30 Lounge and Private Dining Room/Conference Room, Gourmet Kitchen and Chef's Table Kitchen Licensing Agreement in accordance with Schedule 1 attached hereto shall be entered into between the Licensee and the Corporation (the Licensors). The Licensee must be an Owner, a spouse of an Owner or a tenant.
- (iii) a refundable security deposit of \$500.00 in cash, money order or certified cheque payable to the Licensors shall be deposited with the Licensors on the execution of THE 30 Lounge and Private Dining Room/Conference Room, Gourmet Kitchen and Chef's Table with Kitchen Licensing Agreement. The Licensors shall charge the sum of \$60.00 for each room; \$120.00 for two rooms and \$180 for three rooms to cover the cost of maintenance and cleaning of the rooms.
- (iv) the Licensee shall notify the Licensors and request an inspection of THE 30 Lounge and Private Dining Room/Conference Room, Gourmet Kitchen and Chef's Table and adjacent common elements immediately prior to the function or use of THE 30 Lounge and Private Dining Room/Conference Room, Gourmet Kitchen and Chef's Table. At the termination of the function or use of THE 30 Lounge and Private Dining Room/Conference Room, Gourmet Kitchen and Chef's Table, the licensee shall request a re-inspection of THE 30 Lounge and Private Dining Room/Conference Room, Gourmet Kitchen and Chef's Table and affected common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the licensee. The licensee shall be liable for the full cost of repairs to such damage and shall accept the cost of such repairs as assessed by the Licensors.
- (v) the Licensee hereby authorizes the Licensors to deduct from the security deposit lodged with it the cost of any repairs. If the cost of such repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of the security deposit shall be assessed against the unit owned or occupied by the Licensee and may be recovered in the same manner as common expenses.
- (vi) the Licensee or an adult resident must be present at all times during any function or use of THE 30 Lounge and Private Dining Room/Conference Room, Gourmet Kitchen and Chef's Table.
- (vii) all functions or use of THE 30 Lounge, Wi-Fi Library/Lounge/Games & Media Room, Private Dining/Conference Room, Gourmet Kitchen and Chef's Table shall end no later than 1:00 a.m. Use of the barbecue patio shall end no later than 11:00 p.m.
- (viii) no function or use of a commercial or profit making nature shall be permitted in THE 30 Lounge, Wi-Fi Library/Lounge/Games & Media Room, Private Dining/Conference Room, Gourmet Kitchen and Chef's Table.
- (ix) no function or use of THE 30 Lounge, Wi-Fi Library/Lounge/Games & Media Room, Private Dining/Conference Room, Gourmet Kitchen and Chef's Table shall contravene any federal or provincial law or municipal by-law.
- (x) the Licensors may hold back as a penalty the sum of One Hundred (\$100.00) DOLLARS for a breach of the rules. Subject to the right of deduction for maintenance, cleaning and repairs and the right to hold back by way of penalty, the security deposit shall be returned to the Licensee within seventy-two (72)

hours of the day following the function or use of THE 30 Lounge, Private Dining/Conference Room, Gourmet Kitchen and Chef's Table.

- (xi) All functions with more than 25 people require the presence of a Security Guard to be paid for by the Licensee. Security Guard to be arranged by Property Management.

(d) Barbecue Patio at the Courtyard

- (i) the barbecue will be available from 11:00 a.m. – 10:00 p.m. daily year round. Residents must at all times be mindful of other residents and to conduct themselves accordingly.
- (ii) the barbecue must be booked with the Concierge a minimum of three days prior to the day requested.
- (iii) the barbecue may be booked for up to a maximum 3 hour time period per booking.
- (iv) residents may only book one barbecue per time slot per day.
- (v) residents must provide their own cooking utensils and transport food to and from the barbecue area in sealed "Tupperware" type containers. Glassware is not permitted in the barbecue area.
- (vi) smoking will not be permitted in the barbecue area.
- (vii) residents must ensure that the barbecue has been shut off when they are finished using it. This includes any burners on the barbecue and the gas valve.
- (viii) pets are not permitted in the barbecue area.

(e) The Courtyard

- (i) furniture shall not be removed from the terrace.
- (ii) chairs and lounges shall be covered with a towel by persons in bathing attire to avoid damage from lotions.
- (iii) glass containers are not permitted in the terrace area.

(f) Private Dining/Boardroom

- (i) hours: the Boardroom will be open from 8:00 a.m. to 11:00 p.m. daily.
- (ii) an adult must accompany children under sixteen (16) years of age at all times.
- (iii) the Boardroom must be reserved with the Concierge or Office.

(g) Furnished Guest Suite

- (i) any resident of Minto 30 Roe wishing to reserve the use of a guest suite shall arrange a prior booking of the guest suite with and provide a refundable deposit to the Property Manager in such amount and upon such terms as may be reasonably determined by the Board of the Corporation.
- (ii) the resident Owner shall be responsible for the payment, in full, of the guest fees payable to the Corporation for use of the guest suite, and the resident shall assume full responsibility for any damage caused to the guest suite by his/her guest, and also assume primary responsibility to ensure there are no disturbances to other residents of the Building as a result of any activity by the resident or the resident's guests occupation of the guest suite. The per night fee

will be \$100.00 and this fee may be changed from time to time at the discretion of the board.

- (iii) the guest suite shall only be used to provide overnight accommodation for the guests of Owners and residents of the residential units in this Condominium and the use of the guest suite shall be subject to other the terms and provisions of any license agreement which the Board requires both the resident Owner and the guests to enter into with the Corporation prior to keys and entry into the guest suite being provided by the Property Manager.

(h) The Greens

A quiet outdoor landscape area for your enjoyment.

13. ELEVATORS AND MOVING

- (a) furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose (the "service elevator") by the Board. The service elevator shall be used for the delivery of any goods, services or home furnishings where the pads to protect the elevators should be installed as determined by the manager or its staff in their sole discretion. The time and date of moving or delivery shall be fixed in advance by arrangement and reservation with the manager. The reservation shall be for a period not exceeding two (2) hours. An Elevator Reservation Agreement in accordance with Schedule 2 attached hereto shall be signed when reserving the service elevator.
- (b) except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 8:00 p.m., Monday to Saturday inclusive and shall not take place on public holidays.
- (c) a refundable security/damage deposit, in such amounts as determined by the Board from time to time, in cash, money order or certified cheque payable to the Corporation shall be deposited with the Corporation through the manager or its staff when making the reservation and signing the elevator reservation agreement.
- (d) it shall be the responsibility of the Owner through the person reserving the service elevator to notify the manager or concierge and to request an inspection of the service elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the Owner reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and affected common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the Owner of the unit and the person reserving the service elevator. The manager as soon as possible following the moving or damage shall assess the cost of repairs, which shall include the cost of any extra cleaning, and the parties responsible shall be advised.
- (e) the Owner and the person reserving the service elevator shall be liable for the full cost of repairs to any damage to the service elevators and any part of the common elements caused by the moving of furniture or equipment into or out of the suite or the delivery of goods, services and home furnishings to the suite. The Corporation through its manager shall have the right to withhold all or part of the security deposit as it deems necessary as security for partial or complete payment for any damages sustained. The Corporation shall apply all or part of the security deposit towards the cost of repairs. If the cost of repairs should be less than the amount of the security deposit, the balance shall be returned to the Owner or person reserving the service elevator. If the cost of repairs exceeds the amount of the security deposit and the Owner or person reserving the service elevator still owns or resides in the building, the full cost of repairs less the amount of the security deposit shall be assessed against the unit owned by or occupied by the person reserving the service elevator as a common expense, and such amount may be collected from the owner in the same manner as common expenses.
- (f) during the term of the reservation and while any exterior doors are in an open condition, the Owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- (g) corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
- (h) upon moving from a suite, the Owner or occupant vacating the premises shall surrender all common element keys and any garage access devices in his/her possession to the

manager or its staff. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered.

- (i) purchasers or tenants acquiring a unit shall register with the manager or its staff prior to the move-in date at which time arrangements will be made for the delivery of the common element keys and any garage access devices.
- (j) bicycles shall be kept on bicycle racks and not be taken on any elevator.
- (k) smoking is prohibited in all non-exclusive common areas.
- (l) rules 13(a) to (e) inclusive relating to the reservation of the elevator and security deposit shall not apply during the initial move-in period. Owners who have purchased their unit from the Declarant will not be required to provide a security deposit pursuant to rule 13(c) for their initial/move-in only.

14. GARBAGE DISPOSAL

- (a) the Declarant has installed a bi-sorter for recycling, garbage and organic waste.
- (b) loose garbage or organic waste is not to be deposited in the garbage chute. All garbage or organic waste must first be properly bound, packaged or bagged to prevent mess, odours and disintegration during its fall down the garbage chute or in the disposal rooms.
- (c) cartons and large objects which might block the garbage chute shall be stored in such area(s) designated by the Board. The manager or such designated person must be called to arrange for the immediate disposal of such items. Such items shall not be left outside the unit or on any exclusive use common elements.
- (d) no garbage is to be left on the floor of the disposal rooms.
- (e) no burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown down the garbage chute.
- (f) no garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 8:00 a.m.
- (g) any hazardous materials such as paint, adhesives, sealants should be deposited in an area designated by property management for disposal.
- (h) townhouse residents shall leave their garbage, recycling and organic waste outside their front door 3 days a week as directed by the management office by 9:00 a.m. for pick-up by the condominium's cleaning staff.

15. TENANCY OCCUPATION

- (a) no owner shall enter into any lease unless same complies with the minimum lease terms set out in the Declaration.
- (b) no unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the Owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule 3 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule 4 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself.
- (c) in the event that the Owner fails to provide the foregoing documentation in compliance with paragraph 1 above, prior to the commencement date of the tenancy, and in compliance with Section 134 of the Condominium Act (the "Act), any person or persons intending to reside in the Owner's unit shall be deemed to be a trespasser and entry to or upon the common elements may be expressly denied by the Corporation until and unless such person or persons and the Owner comply with the rules and with the Act.
- (d) within twenty (20) days of ceasing to lease the residential and/or parking unit (or within twenty (20) days of being advised that the Owner's tenant has vacated or abandoned such unit(s) as the case may be), the Owner shall notify Building Management in writing that the unit is no longer rented, and the Owner shall be personally responsible to the Corporation for the return of any keys, identification cards, parking garage remote

control device or similar means of identification or access initially provided to such tenant, and for any costs incurred by the Corporation by reason of the Owner's failure to comply with this rule.

- (e) the foregoing documentation shall be supplied promptly to the Corporation and without charge to and upon request.
- (f) an Owner shall allow his tenant to sublet his/her unit to another tenant, subject to complying with section 15 (a) above.
- (g) all Owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefore.
- (h) during the period of occupancy by the tenant, the Owner shall have no right of use of any part of the common areas, including recreational facilities.
- (i) the Owner shall supply to the Board, his current address and telephone number during the period of occupancy by the tenant.
- (j) building Management shall not permit the use of the service elevator and staff shall not permit the use of any other elevator for the moving of furniture and household items into the building until the Corporation has received Schedule 2 if the unit is to be tenant occupied, or a list of occupants in the form annexed as Schedule 3 if the unit is to be Owner occupied, all completed to the satisfaction of Building Management.

16. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL

"No Contractor, trade or service personnel may or shall enter upon the property to perform any work or services in or about any unit (including an 'exclusive use' common element area) that may or will affect the common elements or common building services unless such persons or firms are:

- (a) employed directly by the Condominium Corporation; or
- (b) employed by a unit Owner in circumstances where the intended performance of work and/or services in or about a unit has first been approved, in writing, by the Corporation and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction; and the Owner of the unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and where the unit Owner has entered into a written undertaking (see Schedule 5), to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the unit Owner's contractor, trade or service personnel including any resulting damage to the common elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the unit Owner in the same manner as common expenses".

17. GREEN COMMITTEE

The board shall organize a Green Committee which shall meet from time to time as mandated by the Board in order to advise the Board on those issues involving the efficiency of the project and the improvement of the environment generally.

18. BICYCLE STORAGE ROOMS

All Resident bicycles will be stored in the Bicycle Storage Room located on the second floor. Access will be thru the designated bicycle entrance and designated bicycle elevator only. The Property Management office will administer the registration of all bicycles.

Visitors will be required to park their bicycles in the lobby level Visitors Bicycle Storage Room for a maximum of 24 hours. They will need to register at the Concierge's Desk. Bicycles occupying the Visitors Bicycle Storage Room after 24 hours will be removed by the Property Manager.

SCHEDULE 1

LICENSING AGREEMENT

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2559

This Agreement made in duplicate this _____ day of _____

BETWEEN:

(hereinafter called the "LICENSOR")

(OF THE FIRST PART)

- and -

(hereinafter called the "LICENSEE")

(OF THE SECOND PART)

WITNESS that in consideration of the covenants and agreement herein contained on the part of the Licensee, his heir's executors and administrators to be observed and performed, the Licensor hereby agrees to permit the use of THE 30 Lounge, Private Dining/Conference Room, Gourmet Kitchen and Chef's Table. The Licensee hereby agrees to deposit with the Licensor forthwith a security deposit of FIVE HUNDRED (\$500.00) DOLLARS in the form of a certified cheque or money order payable to the Licensor on the terms and conditions hereinafter set forth and further agrees to deposit an additional cheque of SIXTY (\$60.00) DOLLARS per room to cover the cost of maintenance and cleaning the said THE 30 Lounge, Private Dining/Conference Room, Gourmet Kitchen and Chef's Table.

In consideration of the foregoing No. _____ agrees to permit the use of the said THE 30 Lounge, Private Dining/Conference Room, Gourmet Kitchen and Chef's Table on the day _____ from _____ to _____ and the Licensee agrees to pay the security deposit, all in accordance with the rules hereinafter set forth.

SCHEDULE 1

**THE 30 LOUNGE, PRIVATE DINING/CONFERENCE ROOM, GOURMET KITCHEN AND
CHEF'S TABLE**

LICENSING AGREEMENT

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2559 RULES

1. The Licensee shall notify the Licensors and request an inspection of THE 30 Lounge, Private Dining/Conference Room, Gourmet Kitchen and Chef's Table and adjacent common elements immediately prior to the function or use of THE 30 Lounge, Private Dining/Conference Room, Gourmet Kitchen and Chef's Table. At the termination of the function or use of THE 30 Lounge, Private Dining/Conference Room, Gourmet Kitchen and Chef's Table, the licensee shall request a re-inspection of THE 30 Lounge, Private Dining/Conference Room, Gourmet Kitchen and Chef's Table and affected common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to the responsibility of the Licensee. The Licensee shall be liable for the full cost of repairs to such damage and shall accept the cost of such repairs as assessed by the Licensors.
2. The Licensee hereby authorizes the Licensors to deduct from the security deposit lodged with it the cost of any repairs. If the cost of such repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of the security deposit shall be assessed against the unit owned or occupied by the Licensee and may be recovered in the same manner as common expenses.
3. The Licensee or an adult resident must be present at all times during any function or use of THE 30 Lounge, Private Dining/Conference Room, Gourmet Kitchen and Chef's Table.
4. All functions or use of THE 30 Lounge, Private Dining/Conference Room, Gourmet Kitchen and Chef's Table shall end no later than 1:00 a.m.
5. No function or use of a commercial or profit making nature shall be permitted in THE 30 Lounge, Private Dining/Conference Room, Gourmet Kitchen and Chef's Table.
6. No function or use of THE 30 Lounge, Private Dining/Conference Room, Gourmet Kitchen and Chef's Table shall contravene any federal or provincial law or municipal by-law.
7. The Licensors may hold back as a penalty the sum of SIXTY (\$60.00) DOLLARS per room for a breach of the rules. Subject to the right of deduction for maintenance, cleaning and repairs and the right to hold back by way of penalty, the security deposit shall be returned to the Licensee within seventy-two (72) hours of the day following the function or use of THE 30 Lounge, Private Dining/Conference Room, Gourmet Kitchen and Chef's Table.

This contract is non-cancelable and subject to repayment of all or part of the security deposit, no refunds of any monies paid hereunder shall be made to the Licensee.

It is agreed that there are no representations, conditions, or agreements, expressed or implied affecting this agreement other than as set forth herein in writing.

8. All functions with more than 25 people require the presence of a Security Guard to be paid for by the Licensee. Security Guard to be arranged by Property Management.

The Licensee covenants and agrees with the Licensors that the facilities are made available to him upon the agreement that all of the provisions and regulations hereinbefore set forth are part of the contract herein, and the Licensee agrees to do and perform all things necessary for their proper compliance.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED SEALED AND DELIVERED

In the presence of

CONDOMINIUM CORPORATION

Per: _____

President

Per: _____

Secretary

Per: _____

Licensee

SCHEDULE 2

ELEVATOR RESERVATION AGREEMENT

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2559

Reservation requested by _____
(Print first name and last name)

Suite _____ Bus Phone _____ Home Phone _____

Owner _____
(Print first and last name)

The reservation request is for the use of the service elevator for the purpose of a move out/move in/delivery.

Outgoing resident _____

Incoming resident _____

Delivery/Movers _____

The date and time of the reservation shall be:

(Day) (Month) (Date) (Year)

From _____ to _____ (Maximum 4 hours)

I understand and agree to the following conditions:

1. I shall deposit with the Corporation upon signing this agreement, a refundable security deposit in the amount of \$_____ by cash, money order or certified cheque payable to_____. This amount will be refunded upon completion of the move and not having caused any damage to the common elements of the corporation and upon surrender to the manager or its staff all common element keys and garage access devices in my possession.
2. I shall notify the manager or superintendent and request an inspection of the elevator immediately prior to using the elevator. Upon completion of the move or delivery, I shall forthwith request a re-inspection of the elevator and affected common elements.
3. I shall be liable for the full cost of all repairs to any damage, which may occur as a result of the use of the elevator by my agents or me. I shall accept the cost of repairs as assessed by the manager and acknowledge that all or part of the security deposit shall be withheld and applied towards the cost of repairs.
4. I shall only use the elevator during the term of the reservation.

.....continued

SCHEDULE 2

ELEVATOR RESERVATION AGREEMENT

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2559

5. I shall take reasonable precautions to prevent unauthorized entry into the building during the term of the reservation.
6. I shall not obstruct corridors and elevator lobbies prior to, during or after the term of the reservation.
7. I agree that special care will be taken with regard to the MIRRORS that are present in the elevators. I agree that the PROTECTIVE PADS must be in place prior, during, and after and/or until the completion of the final inspection.

I HEREBY ACKNOWLEDGE that I have read this agreement and I agree to abide by the rules of the Corporation in force from time to time.

DATED at _____ this _____ day of _____ 20__

Applicant’s Signature

AREA INSPECTED	BEFORE	AFTER
Loading Dock Area	_____	_____
Moving Room and Doors	_____	_____
Ground Level Lobby and Doors	_____	_____
Elevator Doors/Frame	_____	_____
Elevator Cab/Pads	_____	_____
Corridor Floor/Walls	_____	_____
All Fixtures	_____	_____
Suite Door	_____	_____

I, _____ hereby acknowledge receiving my security deposit of
\$_____ on this _____ day of _____, 20_____.

SCHEDULE 3

TENANT INFORMATION FORM

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2559

Toronto Standard Condominium Corporation No. _____

Unit _____ Level _____

Storage unit _____ Level _____

Municipal Address: _____ Suite: _____

Landlord's Name: _____

Landlord's Permanent Address:

Telephone: _____

Term of the Lease: _____ years

Commencement Date: _____

Attach a copy of the application/offer to lease as well as a copy of the lease:

Tenant's Full Name: _____

Vehicle Plate Number: _____

Driver's License Number: _____

Social Insurance Number (Optional): _____

Number of Occupants: Adults _____ Children _____ Total _____

Adult's Full Names: _____

Children's Full Names: _____ Age _____
 _____ Age _____

Tenants' Present Address: _____

Telephone: _____

Employer: _____

Business Address: _____

Business Telephone Number: _____

Name & Address of nearest Relative:_____

Telephone: _____

Dated at _____ this _____ day of _____ 20__.

Tenant's Signature

Tenant's Signature

SCHEDULE 4

TENANTS UNDERTAKING AND ACKNOWLEDGEMENT

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2559

I/We, _____ the undersigned, as tenant(s) of Suite No. _____, _____ unit _____, Level _____, according to _____ Condominium Plan No. _____ (the "Suite"), 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 provisions of the Condominium Act. .S.O. 1998, c.19, as amended and all subsequent amendments thereto, and also the declaration, by-laws and rules of the said Toronto Standard Condominium Corporation No. _____ (The "Corporation").

I/We acknowledge that I am/we are subject to the provisions contained in the 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 Suite with the persons named above as our principal residence for the stated term of the Lease accompanying this 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 Suite, subject to my/our right to have guests and visitors from time to time in accordance with the rules.

I/We further acknowledge that:

- (i) A one-bedroom unit is restricted to a maximum of two (2) persons.
- (iii) A two-bedroom unit is restricted to a maximum of four (4) persons.
- (iii) A three-bedroom unit is restricted to a maximum of six (6) persons.

Notwithstanding the foregoing, if I am /we are leasing a condominium unit in a floor plan containing a den which I/We intend to use as an additional bedroom, the above limits may be increased by the addition of one (1) person.

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Suite contravenes the provision of the declaration, by-laws and rules of the Corporation, my/our tenancy may be terminated in accordance with the provision of the Condominium Act.

Dated at _____, this _____ day of _____ 20__.

Tenant's Signature

Tenant's Signature

SCHEDULE 5

OWNER’S ALTERATION & INDEMNIFICATION REQUEST & DEPOSIT AGREEMENT
(Request for Supervision of work affecting the Common Elements or Common Building Services)

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2559

I/We _____ Owner of Suite _____
Of _____ Condominium Corporation No. _____

Hereby request permission to perform any work or services to our unit as follows:

which will affect the Common Elements or Common Building Services. This work or service(s) will be done on

Day _____ Date _____ Hour _____

And will require the Corporations approved contractor, trade or service personnel to supervise. I/We hereby indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from carrying out of the work by my contractor, trade or service personnel including any resulting damage to the Common Elements or to Common Building Services which arises during or following completion of the work. The Corporation shall collect any such expenses and costs resulting from any damages from me as the unit Owner in the same manner as common expenses.

I/We hereby enclose a deposit of \$ _____ to cover the Corporation’s initial costs of supervision (to be adjusted upon completion of this work).

Print Owner’s Name Signature

Date

Suite No.

Minto Management Limited

Property Manager

Agents for and on Behalf of _____

Condominium Corporation No. _____

SCHEDULE 6

GUEST SUITE LICENSING AGREEMENT

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2559

Date (From – To): _____ **(7 day stay maximum) Guest of Suite #:** _____

Name of residents(s): _____ **Suite#:** _____

Resident Tel. # _____ **Resident Bus. Tel.#** _____ **Resident Cell #:** _____

Name of Guests(s): _____ **Rate per Night: \$100.00**

Name of Owner: _____ **Suite:** _____ **Address:** _____

Owner Tel#: _____ **Owner Bus. Tel.#:** _____ **Owner Cell Tel.#:** _____

In consideration of the Corporation entering into this Agreement, the resident, guest and Owner hereby covenant and agree as follows:

1. To pay a refundable security deposit of \$500.00 for the reservation of the guest suite. Payment by cheque must be received with this agreement to hold the reservation. The security deposit will be returned within 10 days after the suite has been vacated and the post-inspection has been completed.
2. To pay a non-refundable rental fee of \$100.00 per day plus applicable taxes, when occupying the guest suite. Payments must be attached to the completed Licensing Agreement along with the security deposit cheque upon reserving the guest suite. Property Management will confirm reservations upon receipt of the certified cheques or money orders.
3. That the guest suite is “non-smoking”. Should anyone smoke within the premises, cleaning fees will be levied against the Owner.
4. As per city by-laws, noise and music shall be kept to a minimum so as to not disturb other residents after 11:00 pm.
5. The guest suite shall be inspected immediately following its use. Any damage or excessive cleaning noted following the stay shall be the responsibility of the Owner. Excessive cleaning will be chargeable to the resident at a cost of \$50.00 per hour should the guest suite not be cleaned by the guest(s). If the cost of cleaning and/or repairs exceeds the amount of the security deposits, the full cost of the repairs and excess cleaning, less the amount of the security deposit shall be assessed against the Owner and may be recovered in the same manner as common expenses.
6. No cook-tops, coffee pots or any type of appliance is permitted in the guest suite.
7. No pets are allowed in the guest suites.
8. To dispose of your own garbage.