



SCHEDULE "A" OF BY-LAW NO. 1

The following rules shall be observed by the owners and the term "owner" shall include the owner or any other person occupying the unit with the owner's approval:

1. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose family, guests, tenants, visitors, servants, invitees, licensees or agents shall cause such damage.
2. Except as permitted pursuant to the Declaration, 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.
3. No owner 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 the 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.
4. Water shall not be left running unless in actual use.
5. The owner shall not place, leave or permit to be placed or left in or upon the common elements including those of which he has the exclusive use, any debris, refuse or garbage and the owner agrees to dispose of same in accordance with the rules of the corporation as set out from time to time.
6. Owners, their families, guests, tenants, invitees, licensees, visitors and servants shall not create or permit the creation of 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, their families, tenants, invitees, licensees, guests, visitors, servants and persons having business with them.
7. No animal, livestock or fowl, other than a pet, shall be kept on the property, and no pet that is deemed by the board or the manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any unit or in any other part of the common elements. Each pet owner must ensure that his pet does not defecate upon the common elements, and if an accident does occur, any such defecation must be cleaned up immediately by the pet owner, so that the common element areas are neat and clean at all times. Should a pet owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks of receipt of written notice from the board or manager requesting removal of such pet, permanently remove such pet from the property. [A pet shall be kept within the unit or may be kept in the exclusive use common element areas appurtenant to

SIMERRA PROPERTY MANAGEMENT INC.

On Site Management Office: 2nd Floor, 25 Carlton Street, Toronto ON M5B 1L4

Tel: 647-350-2307 Fax: 416-551-5361 Website: www.simerra.com

such unit only if such pet is kept on a leash.] Each owner shall only be entitled to keep a maximum of two (2) pets on the property and in his respective unit.

8. No noise caused by any instrument or other device, or otherwise, which in the opinion of the board may be calculated to disturb the comfort of the other owners shall be permitted.
9. The sidewalks, entry, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.
10. No motor vehicle other than a motorcycle, private passenger automobile, station wagon, light duty van or light duty pick-up or sports utility truck in good working order and repair and which does not leak any fluids shall be parked on any part of the common elements or in any parking units (including any part thereof, of which any owner may have the exclusive use) nor shall such areas be used for storage of parts, equipment or materials, nor shall any repairs be made to such motor vehicle on the common elements or parking units (including any part thereof, of which any owner may have the exclusive use) and no motor vehicle shall be driven on any part of the common elements other than on a driveway or parking area designated for parking by the board.
11. No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements other than an area designated for parking by the board. The board may, if it deems advisable, designate certain parking areas for the exclusive use of authorized visitors and handicapped persons. In such instances unit owners shall not park on such designated areas. The board may also designate the hours permitted for visitor parking and may provide for visitors parking passes. Owners are advised that the Corporation may enforce parking by-laws of the Municipality in the instances where the provisions of this paragraph are contravened.
12. Subject to the Declaration, no television antenna, aerial, tower, satellite dish or similar equipment or similar structure and appurtenances thereto, shall be erected on or fastened to any unit, or the common elements, except in connection with a common television cable system that has been installed by the Corporation.
13. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.
14. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules and regulations in force from time to time by any owner, his family, guests, servants, agents or occupants of his unit shall be borne by such owner and may be recovered by the condominium Corporation against such owner in the same manner as common expenses.
15. The owner shall maintain his balcony, terrace, patio and front yard area, as applicable, in a clean and sightly manner and shall use this area only for the enjoyment of patio furniture kept thereon. In that regard, such areas shall not be used to store any items including, without limitation, bicycles. Without limiting the generality of the forgoing, no barbequing shall be permitted thereon except as permitted in the registered Declaration and such area shall not be painted and no type of flooring shall be affixed thereto without the consent of the board.

16. In respect of the Guest Suite Unit:

- (a)** The Guest Suite Unit shall only be utilized by guests of the residential dwelling unit owners and their tenants in accordance with these rules, the declaration, by-laws and the Condominium Act of Ontario.
- (b)** A unit owner or tenant may reserve the Guest Suite Unit for use by its guests for a stay of up to 7 days on a first come, first served basis.
- (c)** The board of directors may establish from time to time conditions and stipulations as to the use of the Guest Suite Unit as the board deems necessary and advisable, including, without limitation, the imposition of a security deposit requirement and \ or a maid service fee. The unit owner or tenant, as the case may be, shall be responsible for all claims, losses, damages resulting from his guest's usage of the Guest Suite Unit and any other part of the property. The property manager shall inspect the Guest Suite Unit prior to and following the guest's stay in order to ascertain whether any damage has been done to the suite. In the event that the property manager determines that damages occur through the acts or omissions of the guest during the guest's stay, the property manager shall furnish the respective unit owner or tenant, as the case may be, with a detailed report of the damage including an invoice for the costs of the rectification of the damage.
- (d)** The owner of the unit or its tenant, as the case may be, together with its guest shall jointly execute and deliver an acknowledgment in the form required by the board of directors acknowledging that the guests are responsible for their personal belongings left within the Guest Suite Unit or any other part of the property and that the Corporation shall not be liable for any such damage, theft, etc.. The guests shall also provide the condominium Corporation with an executed acknowledgment that the occupancy of the Guest Suite Unit does not create a relationship of landlord and tenant as between the guest and the Corporation.