

RULES AND REGULATIONS
FOR
M.T.C.C. #1404
330 ADELAIDE STREET EAST

RULES and REGULATIONS

Rules respecting the use of the Common Elements and Units of M.T.C.C. #1404 originally made and passed by the Board of Directors of M.T.C.C. #1404 on the 5th day of September, 2007.

The Board of Directors of M.T.C.C. #1404 (herein called the "Corporation") hereby enacts the Rules hereinafter set out.

The following Rules shall be observed by the owner(s), tenant(s) or any resident(s) or occupant(s) of the units. The terms "owner", "tenant", "resident" and "occupant" or the plurals thereof shall be construed in the singular or plural as the context may require and each such term shall be deemed to include the others of such terms and shall include all persons in occupancy of any unit together with such owner, tenant, resident or occupant and shall further include the guests or visitors of any such owner, tenant, resident, occupant or any such person or persons.

1. DEFINITIONS

(a) The terms used herein shall have the following meanings:

- i. "Board" means the Board of Directors of M.T.C.C. #1404;
- ii. "Property Manager" or "Manager" shall mean the Property Manager hired by the Corporation;
- iii. "By-laws" means the by-laws of the Corporation enacted from time to time;
- iv. "Common Elements" means all the Property except the Condominium Units;
- v. "Exclusive use common areas" means terraces and balconies;
- vi. "Parking Units" means those areas designated for motor vehicle parking;
- vii. "guest" or "visitor" is one who visits for a day or part thereof, overnight, or longer, with an owner and the term "guest" and "visitor" shall include "guests" and "visitors".

(b) Where applicable, the terms used herein shall have ascribed to them the definitions contained in the Condominium Act, S.O. 1998, c. C.19 and the Regulations made thereunder (the "Act") and any amendments to the said Act.

2. GENERAL

- a) Use of the common elements and units shall be subject to the Rules that 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.

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- b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners and occupant(s), their families, guests, visitors, employees or agents.
- c) Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by any owner or occupant(s), their families, guests, visitors, employees or agents shall be borne by such owner.

3. **QUIET ENJOYMENT**

- a) No owner or occupant shall create or permit the creation or continuation of any noise, odour or nuisance that, in the opinion of the Board or Manager, disturbs the comfort or quiet enjoyment of the property by other owners or occupants or their families, guests, visitors, employees and persons having business with them.
 - i. No noise or odour shall be permitted to be transmitted from one unit to another. If the Board determines that any noise or odour is being transmitted to another unit and that such noise or odour is an annoyance, nuisance or disruptive, then the owner of such unit shall at his/her expense take the steps necessary to abate such noise or odour to the satisfaction of the Board. If the owner of such unit fails to abate the noise or odour, the Board shall take such steps as it deems necessary to rectify the situation and the owner shall be liable to the Corporation for all expenses thereby incurred.
 - ii. No noise, caused by any instrument, any device, or otherwise, that in the opinion of the Board disturbs the comfort of the other owners shall be permitted.
 - iii. No pianos are permitted in the units without the installation of pads or other acoustical treatment approved by the Board.
 - iv. No sound systems, stereos or television sets may be placed on or against a wall that is shared with another unit. Speakers may not be placed directly on the floor.
- b) No auction sales, public showing or public events shall be allowed in any unit or on the common elements.
- c) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door, exclusive use balcony or terrace, or any common elements.
- d) Firecrackers or other fireworks are not permitted in any unit or on the common elements.
- e) Any repairs to the units or common elements shall be made only during reasonable hours, as established by the Board and notified to the owners. (*See Section 15 - Owners' Contractors, Trades or Service Person*)

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4. **SECURITY**

- 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) 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. A copy of each new key must be delivered to the Manager.
- c) No resident shall admit unknown visitors into the building. All guests must gain entry through the resident whom they are visiting. No visitor may use or have access to the common elements or property 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 Manager in accordance with the elevators and moving rules shall allocate elevator availability.
- f) Owners shall supply to the Manager with the names of all residents and tenants of all dwelling units and the license number of all motor vehicles that are parked in parking units.
- g) Residents are to immediately report any suspicious person(s) seen in the buildings or on the property to the Manager.

5. **SAFETY**

- a) No consumption, storage, manufacture or utilization of any industrial chemicals, toxic waste, contaminant or combustible, inflammable, illicit or offensive goods, provisions or materials shall occur or be kept in any of the units or upon the common elements.
- b) No propane or natural gas tanks shall be kept in the units, on an exclusive use balcony or terrace, or on the property.
- c) Owners and occupants shall not overload existing electrical circuits or alter amperage of circuit breakers within any unit without permission of the Board.
- d) Water shall not be left running unless in actual use.
- e) Nothing shall be thrown out of the windows or the doors of the building or from any terrace, balcony or roof.
- f) Nothing shall be placed on the outside of windowsills, projections or terrace/ balcony railings.
- g) No owner or occupant shall do or permit anything to be done in his/her unit or bring or keep anything therein that will in any way:

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- i. increase the risk of fire or the rate of fire insurance on any building or on property kept therein; or
 - ii. obstruct or interfere with the rights of other owners or injure or annoy them; or
 - iii. 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
 - iv. conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- h) Smoking is prohibited in all common areas.
- i) Washers, dryers, dishwashers, ranges and ovens shall not be operated unless someone is present in the unit.
- j) No items shall be placed in aisles in the locker room, or in common area hallways.

6. **PETS**

- a) Each unit shall be allowed no more than two pets. "Pets" are defined as dogs, cats, fish or caged birds. No livestock, fowl, reptile, rodent, attack dog or other animal shall be allowed or kept in or about any unit or the common elements or any part thereof, including those parts of the common elements of which any owner has the exclusive use.
- b) Each owner who has a pet shall ensure that any defecation upon the common elements by such a pet is cleaned up immediately by the owner so that the common elements are neat and clean at all times. Should an owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance.
- c) No animal that is deemed by the Board or the Property Manager in their absolute discretion to be a nuisance shall be kept by any owner in any unit. Such owner shall permanently remove the animal from the property within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal. Notwithstanding the generality of the foregoing, no pet deemed by the Board in their sole and absolute discretion to be danger or nuisance to the residents of the Corporation is permitted to be on or about the common elements.
- d) No pet shall be left unattended or off-leash in the common elements excluding the rooftop where no pets are allowed.
- e) Breeding of pets for sale is not allowed.

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7. **COMMON ELEMENTS**

- a) No rollerblades, rollerskates, skateboards or bicycles shall be permitted to be used in the common elements.
- b) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property including grass, trees, shrubs, hedges, flowers and flower beds.
- c) No building, structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer shall be placed, located, kept or maintained on the common elements including exclusive use common elements.
- d) If and when an owner wishes to place shrubbery on their exclusive use terrace or patio Management reserves the right to regulate the size, type and location of said shrubbery.
- e) Except for any unit number, no sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever.
- f) No furnishings or equipment shall be removed from the common elements by or on behalf of any owner or occupant of a unit.
- g) No 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 with the permission of the Board and except by the Corporation in connection with a common television cable system.
- h) No outside painting shall be done to the exterior of the buildings, railings, doors, windows or any other part of the common elements.
- i) The sidewalks, entries, passageways, hallways, stairwells, walkways and driveways that are part of the common elements shall not be obstructed by any of the owners or occupants or his/her family, guests, visitors, employees or agents or used by them for any purpose other than for ingress and egress to and from the building, a unit or some other part of the common elements.
- j) Except for the exclusive use common elements and in such areas designated by the Board, no food or drink shall be consumed on the common elements.
- k) Except as permitted in Section 9, nothing shall be placed, located, kept, installed or maintained on the common elements. Any items (including but not limited to shoes, door mats, door knockers) that are placed, left or stored on the common elements in contravention of these Rules may be removed and either stored or discarded by Management.
- l) Any physical damage to the common elements caused by an owner or occupant, his/her family, guests, visitors, employees or agents shall be repaired by the Corporation at the cost and expense of such owner or occupant.

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- m) Each owner shall comply with whatever measures the Board or the Manager may from time to time introduce to conserve, reduce or control the cost of any utility or other service provided to or for the common elements.
- n) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or exclusive use portions of the Common Elements.
- o) All facilities on the Property shall only be used having regard to reasonable safety precautions and the Rules herein set forth.

8. **RESIDENTIAL UNITS**

- a) No immoral, improper, offensive or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies shall be strictly observed.
- b) 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, employee or agent, caused such damage.
- c) No owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his unit without the prior consent of the Board.
- d) The owner or occupant of each dwelling unit shall install a backing material of a white colour on each curtain, drapery, vertical blind, wooden shutter or other window covering that is not white and which may be visible from outside the unit through a door or window of the unit.
- e) No bicycle shall be stored, taken or left in a unit, or transported in an elevator, hallway or lobby except to enter or exit the building to and from the bicycle storage room.
- f) No owner should permit an infestation of pests, insects, vermin or rodents to exist at any time in his or her unit or adjacent common elements. Each owner shall immediately report all incidents of pests, insects, vermin or rodents to the Property Manager and all owners shall fully co-operate with the Manager to provide access to their unit for the purpose of conducting a program to eliminate any incident of pests, insects, vermin or rodents at the property.

9. **EXCLUSIVE USE COMMON AREAS**

- a) No hanging or drying of clothes is allowed on any exclusive use common element area.
- b) Exclusive use common element areas shall not be used for the storage of any goods or materials.

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- c) Only seasonal furniture is allowed on exclusive use common element areas. All items shall be safely placed in order to prevent them from being blown away by high winds.
- d) No owner, occupant or tenant shall do or permit anything to be done on a terrace or exclusive use common element area that 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.

10. **MOTOR VEHICLES, PARKING AND PARKING UNITS**

- a) No parking unit shall be used for any purpose other than to park a motor vehicle that is either a private-passenger automobile or motorcycle. No item(s) other than motor vehicles are permitted to be stored in a parking unit. No motor vehicle parked upon any Parking Unit shall exceed a height of 1.85 metres.
- b) No motor vehicle, camper van, trailer, boat, snowmobile, mechanical devices, toboggan, machinery or equipment of any kind other than a private passenger automobile, station wagon, compact van, or similar vehicle, motor cycle, or other vehicle designated by the Board shall be parked on any part of the common elements or on any parking unit.
- c) 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.
- d) No car washing shall be permitted on the premises.
- 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 his own.
- g) Guests, unless accompanied by an Owner/Occupant, shall not have access to the P1 or P2 levels of the underground garage, which are designated for residents only.
- h) No owner or occupant shall park any motor vehicle on any part of the common elements or any parking unit if that vehicle may, in the sole discretion of the Board, pose a security or safety risk. Upon written notice by the Board, the owner of such vehicle shall be required to remove it forthwith.
- i) Parking is prohibited in the following areas:
 - i. fire zones
 - ii. driveway
 - iii. delivery and garbage pickup areas.
- j) No motor vehicle with propane or natural gas propulsion system is allowed on the premises.

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- k) Owners or occupants of each parking unit shall maintain such unit clean and free of debris. Parking units are not to be used for storage.
- l) As the need arises as determined by the Board, motor vehicles may be permitted to park in the aisles of the parking garage.
- m) Unauthorized vehicles will be tagged and towed at the expense of such owner, in which event the Corporation, the manager and their agents shall not be liable whatsoever for any damage, costs or expenses howsoever caused.

11. **STORAGE UNITS**

- a) Storage units shall be used only for the purposes of storage. No storage unit should be used by an owner so as to constitute a nuisance or danger or result in the violation of any governmental regulation.

12. **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 "elevator") by the Board. The elevator shall be used for the delivery of any goods, services or home furnishings where the pads to protect the elevator shall be installed as determined by the Superintendent at their sole discretion. The time and date of moving or delivery shall be fixed in advance by arrangement and reservation with the Superintendent.
- b) Except when special circumstances exist, moving and deliveries shall be permitted only between the hours of 9:00 a.m. and 9:00 p.m. Monday to Saturday inclusive. The elevator can be booked for one of the following time periods: 9am to 12 noon; 1pm to 4pm; 6pm to 9pm.
- c) Prior to moving in or out of the building the following is required:
 - An inspection of the elevator and common elements. A "Move in/out Inspection form" must be requested from the Superintendent prior to the move.
 - A \$150.00 certified cheque as a deposit.
- d) Upon completion of the move:
 - The owner shall request an immediate re-inspection of the elevator and affected common elements.
 - Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed the responsibility of the owner of the unit and the person reserving the elevator.

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- The cost of repairs shall include the cost of any extra cleaning and shall be assessed by the Manager as soon as possible and parties responsible shall be advised.
 - The cost of the damage will be deducted from the deposit provided and, if such cost exceeds the deposit, the owner will be required to pay the difference to the Corporation.
- e) The owner/resident reserving the elevator or using the elevator to transport objects shall be liable for the full cost of repairs for any damage to the elevators and any part of the common elements caused by the moving of furniture, equipment or other objects into or out of the unit or the delivery of goods, services and home furnishings to the unit.
- f) During the term of the reservation and while any exterior doors are in an open position, the owner or person reserving the 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) Moving Room only (not the front entrance) shall be used for the transporting or delivery of furniture, equipment or other objects.
- i) Upon moving from a unit, the owner or occupant vacating the premises shall surrender all common element keys and any garage access devices in his 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.
- j) 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.
- k) Smoking is prohibited on all elevators.

13. **GARBAGE DISPOSAL/RECYCLING**

- a) No garbage is to be placed down the chute between the hours of 11:00 p.m. and 7:00 a.m.
- b) Loose garbage is not to be deposited in the garbage room or down the garbage chute. All garbage must first be properly bagged, bound or packaged to prevent mess, odours and disintegration.
- c) All residents and owners shall follow the proper instructions, which are posted in the garbage room on each floor, for disposing of garbage and recycling. No garbage or recycling is to be left on the floor of the garbage disposal rooms.
- d) Newspapers and magazines shall be discarded in the proper containers in the recycling room. All cardboard boxes must be broken down before recycling and must be deposited beside the recycling containers (not down the chute).

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- e) No burning cigarettes, cigars, ashes, other potential fire hazards or paint cans shall be thrown down the garbage chute.
- f) No household garbage or large objects are to be deposited in the garbage containers on the parking levels.

14. **TENANCY OCCUPATION**

- a) Within thirty (30) days of entering into a lease, the owner shall have delivered to the Corporation the Lessee's name, the Owner's address, a completed and signed Form 5 – Summary of Lease or Renewal or a copy of the Lease, and a completed and signed Tenant's Undertaking and Acknowledgement (see Declaration).
- b) In the event that the owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, any person or persons intending to reside in the owner's unit shall be deemed 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 within rules and with the Act.
- c) Within seven (7) days of ceasing to rent his unit (or within seven (7) days of being advised that his tenant has vacated or abandoned the unit, as the case may be), the owner shall notify the Corporation in writing that the unit is no longer rented or occupied.
- d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation.
- e) No lease shall be for a period of less than one (1) year without the approval of the Board.
- f) No owner shall allow his tenant to sublet his unit to another tenant.
- 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 accordingly.
- h) During the period of occupancy by the tenant, the owner shall have no right of use of any part of the common elements other than for the purpose of visiting the building and such owner's unit for inspection purposes.
- i) The owner shall supply to the Board with his/her current address and telephone number during the period of occupancy by the tenant.

15. **OWNERS' CONTRACTORS, TRADES OR SERVICE PERSONNEL**

- a) No contractor, trade or service personnel may enter the property to perform any work or services in or about any unit (including an 'exclusive use' common element area) that may affect the common elements or common building services or exclusive use area or any other unit unless such person or firms are:

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- i. employed directly by the Condominium Corporation; or
 - ii. employed by a unit owner who has completed the “Standard Renovation” form and received written approval for such renovation. Included in the “Standard Renovation” form will be a paragraph where the unit owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses resulting from damages to the common elements or to the common building services that arise during or following completion of the work. The Corporation will collect any such expenses, damages and costs from the unit owner in the same manner as the collection of the common expenses.
- b) Any repairs involving excessive noise or odour shall be permitted only between the hours of 8:00 a.m. to 6:00 p.m. Monday to Friday and 9:00 a.m. to 5:00 p.m. on Saturdays.

16. **PARTY ROOM**

- a) Any unit owner wishing to use the party room shall complete an application form for rental of this room and provide a \$150.00 security deposit (or amount to be determined by the Board of Directors or their Agent at the time of application) to the Management Office. The deposit shall be returned if the meeting room is left in the same condition as it was found.
- b) No resident shall permit more persons to be present in the party room than is allowed by the fire marshall’s office, as indicated in the party room application;
- c) No resident shall permit noisy, rowdy or raucous behaviour in the party room nor any behaviour or noise that disturbs the comfort and quiet enjoyment of other residents, their families, guests, visitors and persons having business with them;
- d) No resident shall permit illegal acts in the party room or upon the property of the Corporation;
- e) Any resident using the party room shall comply with all provisions of the application form filed with the Management office and which are incorporated into the Rules and Regulations of the Corporation.