

**CONCORD CITYPLACE**  
**Block 26W Lands, Buildings U and V**  
**Toronto Standard Corporation No. 2157**  
**Rules and Regulations**

The following rules shall be observed by all owners and residents of the Block 26W Condominium. For the purpose of these rules, use of the term "owner" or "resident" shall include the owner of any unit in the Block 26W Condominium, any person occupying the unit and their family members, tenants, guests, licensees and invitees. All capitalized terms used in these rules shall have the meanings assigned thereto in the declaration for the Block 26W Condominium registered on May 27, 2011 as Instrument No. AT2702788 (the "Declaration") unless otherwise defined herein. In addition, non-capitalized words, terms or phrases used in these rules shall have the meanings assigned thereto in the *Condominium Act, S.O. 1998, c.19* (the "Act"), unless the context requires otherwise.

**1. General**

- (a) Use of the common elements and units shall be subject to these rules and any additional rules which the Board may make from time to time to promote the safety, security and welfare of the owners, property and assets of the Block 26W Condominium or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements, units and assets of the Block 26W Condominium.
- (b) Each owner and resident of the Block 26W Condominium shall be responsible for the acts and omissions of their family members, tenants, guests, licensees and invitees.
- (c) Any losses, costs, damages or expenses incurred by the Block 26W Condominium by reason of a breach of any rule by any owner or resident (or their family members, tenants, guests, licensees and/or invitees) shall be the responsibility of and shall be paid for by such owner or resident and may be recovered by the Block 26W Condominium against such owner in the same manner as common expenses.
- (d) No owner shall do or permit anything to be done in his/her unit, or bring or keep anything therein which will in any way increase the risk of fire or increase the premiums relating to policies of insurance maintained by the Block 26W Condominium.
- (e) No auction sales, private showing, petitioning, soliciting, canvassing or public events shall be allowed in any unit or the common elements without the prior written consent of the Board.
- (f) Non-resident owners shall not be permitted to use the residential shared facilities or retain possession of access devices to the Block 26W Condominium.
- (g) Smoking is prohibited in all common areas of the Block 26W Condominium.
- (h) 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 compliance with Section 98(1) of the Act.
- (i) Residents shall wear proper attire at all times when using the common elements or residential shared facilities.
- (j) Residents shall be allowed a maximum of two guests when using the residential shared facilities unless special arrangements are made with the property manager and guests shall be accompanied by a resident of the Block 26W Condominium at all times.

**2. Quiet Enjoyment**

- (a) No owner or resident shall create or permit the creation or continuance of any noise or nuisance (either within a unit or on the common elements) which, in the opinion of the Board or property manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners or their family members, tenants, guests, licensees and invitees.
- (b) Firecrackers or other fireworks are not permitted in any unit or on the common elements.
- (c) Any repairs to the units or common elements shall be made only between the hours of 8:00 a.m. and 8:00 p.m.

**3. Pets**

- (a) All pets shall be registered with the property manager (which registration may involve photo identification). When on the common elements, all animals or pets must be kept on a leash. For greater certainty, no pets or other animals shall be permitted on that part of the common elements comprising the outdoor terrace on Level 2. Owners shall be responsible for cleaning up after their pets. In the event that any animal or pet is deemed to be a nuisance by the Board or the property manager appointed by the Board, in the sole and absolute discretion of such party, then the owner or occupant shall permanently remove such pet or animal from the common elements, his unit and the property within two weeks of receiving written notice from the Board or property manager requesting removal of such pet or animal. For greater certainty, any pet which habitually urinates or defecates on the common elements (including Exclusive Use Common Elements) or which habitually causes a disturbance to any other owner or occupant of the Block 26W Condominium shall be deemed to be a nuisance and the owner or occupant shall permanently remove such pet from the property within two weeks of receiving written notice. In the event that an owner or occupant fails to comply with this provision, all costs and expenses incurred by the Block 26W Condominium in connection with the enforcement of this provision against the owner or occupant (including, without limiting the generality of the foregoing, legal fees calculated on a solicitor and client basis) shall be paid by such owner or occupant forthwith on written demand from the Block 26W Condominium. In the event that an owner or occupant

fails to pay such costs and expenses, the outstanding amount plus interest calculated at the rate of prime plus 5% per annum may be recovered by the Block 26W Condominium against such owner or occupant in the same manner as common expenses.

**4. Security**

- (a) Residents shall immediately report any suspicious person or activity observed on the property to the property manager.
- (b) No duplication of keys or access devices shall be permitted except with the authorization of the Board. Each owner shall provide to the property manager the names of all people authorized by such owner to have a key and/or access device to the Block 26W Condominium and such owner's unit.
- (c) Under no circumstances shall access devices or keys be made available to anyone other than an owner or occupant of the Block 26W Condominium.
- (d) No visitor may use or have access to the common elements or residential shared facilities unless accompanied by an owner or occupant of the Block 26W Condominium.
- (e) Building access doors shall not be left unlocked or wedged open for any reason.
- (f) Service elevator availability shall be allocated by the property manager in accordance with these rules. Loading facilities shall only be used with prior permission of and as scheduled by the property manager.
- (g) No owner or occupant shall install any additional or alternative locks on any access doors to any unit or exclusive use common elements without the prior written approval of the Board. For greater certainty, no owner or occupant shall change the suite door entry lock unless it is compatible with the master lock system for the Block 26W Condominium.
- (h) No owner or occupant shall install any private alarm system in his/her dwelling unit without the prior consent of the Board. All security codes shall be provided to the property manager for use in emergency situations.
- (i) Each owner shall supply to the Board and the property manager the names of all occupants and tenants of his/her dwelling unit and the license number of each motor vehicle that uses his/her parking unit, in addition to the information and form required by Section 83(1)(b) of the Act.
- (j) Prior to leaving the unit for any extended period of time, each resident shall arrange to stop delivery of newspapers and any other deliveries and shall inform the property manager that the resident is on vacation or away from the unit for an extended period of time and that such deliveries have been suspended.
- (k) If guests are given permission to occupy a dwelling unit during a resident's absence, the property manager shall be notified in writing of the names of such guests, dates of occupancy and license numbers of all motor vehicles of such guests. No guests will be admitted to the property or permitted to occupy any unit unless such information is provided.
- (l) The Board shall have the authority from time to time to restrict the number of building access keys and/or access devices and establish policies regarding replacement of such keys and/or devices from time to time.

**5. Safety**

- (a) Storage of any combustible or offensive goods or materials in any dwelling unit, parking unit, storage unit or on the common elements is prohibited.
- (b) Owners and occupants shall not overload existing electrical circuits.
- (c) Water shall not be left running unless in actual use.
- (d) Nothing shall be thrown out of the windows or the doors of any unit.
- (e) Rollerskating, skateboarding, bicycling, ball throwing, street games and other similar activities are prohibited on the common elements of the Block 26W Condominium.

**6. Common Elements**

- (a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property.
- (b) With the exception of the provisions of Section 7(h) relating to the Live/Work Units, no sign, notice, advertising material, door knocker, wreath, religious ornament or other object shall be inscribed, painted, affixed, hung or placed on any part of the inside or outside of any unit (visible to the exterior of the unit) or on any part of the common elements, without the prior written consent of the Board.
- (c) No television antenna, satellite dish, aerial, tower or similar structure shall be erected on or fastened to any unit or on any part of the common elements, without the prior written consent of the Board. This restriction shall not apply to telecommunication equipment installed within the boundaries of a telecommunication unit of the Block 26W Condominium.
- (d) No awning, foil paper or shades shall be erected over, on or outside of windows or patios, balconies or terraces without the prior written consent of the Board. No screen or storm doors/windows shall be installed within any existing door or window opening without the prior written consent of the Board.

- (e) No equipment, potted plants, furniture or other property of the Block 26W Condominium shall be removed from the common elements by, or on behalf of, any owner or occupant of a unit.
- (f) No outside painting shall be done to the exterior of the units, railings, doors, windows, or any other part of the common elements.
- (g) No hall, walkway or passageway shall be obstructed by any owner or used for any purpose other than for ingress to and egress from a unit or some other part of the common elements.
- (h) Any damage to the common elements caused by any owner or resident (or his/her family members, tenants, guests, licensees and/or invitees) shall be repaired by such owner or resident under the direction of the Board and/or property manager and at the sole cost and expense of such owner or resident.

**7. Dwelling 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 or occupant who caused the damage.
- (b) No owner or occupant shall make any alterations or repairs to the vertical stacks, shafts or risers located within his/her dwelling unit or to any plumbing, electrical, mechanical, structural or telecommunication services which are part of his/her dwelling unit without the prior consent of the Board. All such maintenance and repairs shall be performed by a contractor approved by the Block 26W Condominium.
- (c) No owner shall overload existing electrical circuits in his/her dwelling unit or alter the amperage of the existing circuit breakers in his/her dwelling unit.
- (d) Dwelling units shall be used only for such purposes as provided for in the Declaration. No immoral, improper, offensive or unlawful use shall be made of any dwelling unit. All municipal and other governmental zoning ordinances, by-laws, rules and regulations of all shall be strictly observed.
- (e) No owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her dwelling unit. Each owner shall immediately report to the property manager all incidents of pests, insects, vermin or rodents and all owners shall fully co-operate with the property manager to provide access to each dwelling unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the property.
- (f) In the event that an owner has hardwood or laminate flooring in his/her dwelling unit, the owner agrees to cover up at least 60% of the flooring with area rugs in an effort to mitigate sound transmission if required by the Board or property manager of the Block 26W Condominium.
- (g) No decorating or painting shall be done to any outside area, exterior surface or exterior door without the prior written consent of the Board. The window side (facing the exterior) of all drapes, blinds or other window coverings installed in a dwelling unit shall be white or off white in colour. No change shall be made in the colour of any exterior glass, window, door or screen of any dwelling unit without the prior written consent of the Board.
- (h) Each owner of a Live/Work Unit shall have the right to use the sign plaque associated with his/her Unit subject to the following restrictions: all signage shall comply with the signage protocol prescribed by the Declarant (which protocol may be amended by the Board from time to time); only a business name and logo may be installed within the signage plaque; the size of the business name and logo shall not exceed 1 foot and 1 inch wide by 1 foot and 2 inches tall so that there will be a minimum 2 inch perimeter within the signage plaque; the business name and logo shall be a surface applied vinyl material; final design of the business name and logo proposed to be applied to the signage plaque shall be approved by the Declarant (up to the turnover meeting) and, thereafter, by the Board to ensure a uniform look and appearance. All costs associated with maintaining and repairing the signage plaque associated with a Live/Work Unit shall be for the account of the owner/occupant of such Unit. Illumination of the signage plaque is prohibited. Except for use of the sign plaque in accordance with the restrictions specified in Section 4.1(h) of the Declaration, no other sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed by the owner or occupant of any Live/Work Unit.
- (i) Owners and occupants of Live/Work Units shall not use the concierge or the lobby of the building to provide reception services for the business conducted from such Live/Work Units.
- (j) In the event the Condominium incurs additional costs relating to a Live/Work Unit [such as additional costs relating to garbage removal, costs associated with maintaining and/or repairing signage or costs associated with enforcing the signage restrictions expressed in Sections 3.2(q) and 4.1(h) of the Declaration], such costs shall be allocated to the particular Live/Work Unit and shall be treated in all respects as expenses applicable only to the particular Live/Work Unit and shall be recoverable in the same manner as common expenses from the owner of such unit (with corresponding lien rights in favour of the Condominium).

**8. Garbage Disposal**

- (a) Each owner and occupant shall comply with the program for recycling organic and inorganic materials as provided by the Board from time to time.
- (b) Loose garbage shall not be deposited in the garbage chute. All garbage must first be properly bound, packaged or bagged to prevent mess, odour 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 the area designated by the Board. Such items shall not be left outside any unit or on the common elements.
- (d) No garbage other than those items listed in paragraph (c) above is to be placed in the areas designated by the Board for garbage disposal or recycling.
- (e) No paint, chemicals, burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown down the garbage chute or deposited in the garbage room of the Block 26W Condominium.
- (f) No garbage, recycling or organic materials shall be placed in the garbage chutes between the hours of 10:00 p.m. and 8:00 a.m.
- (g) No garbage of any kind shall be left in the corridors or inside the garbage room located on each floor.
- (h) No garburator or any in-suite garbage disposal equipment or system shall be installed or connected to any plumbing, drainage pipe or system without the prior written consent of the Board. All costs and expenses resulting from damage to pipes, drains or other apparatus resulting from misuse shall be for the account of the owner or resident who has caused such damage.
- (i) If the Block 26W Condominium incurs any damage, cost or expense as a result of any owner or occupant failing to comply with the rules of the Block 26W Condominium relating to garbage disposal, then such costs shall be allocated to the unit occupied by the offending owner/occupant and shall be recoverable in the same manner as common expenses from the owner of such unit (with corresponding lien rights in favour of the Block 26W Condominium).
- (j) Should the residential townhouse units identified as Units 1 to 18 inclusive on Level 1 operate in the future as "Live/Work units", the business component of such units must be provided with a garbage/recycling storage room that is separate from the "residential" garbage/recycling storage room, of adequate size and identified for such use. Collection of the refuse generated by the business component of the Live/Work Units must be collected by a private refuse collection firm, from a designated loading space, at no expense to the City. Alternatively, such refuse may be consolidated with the refuse generated by the Commercial/Retail Space, on terms and conditions to be settled between the Block 26W Condominium and the owner of the Commercial/Retail Space, both parties acting reasonably. All refuse generated by the business component of the Live/Work Units and the Commercial/Retail Space shall be collected by a private refuse collection firm, from a designated loading space within the service court of the Block 26W Condominium, at no expense to the City. Such collection must take place on opposite days from that of City refuse collection for the residential units. The consolidation of non-residential waste with residential refuse is not permitted and will result in the cancellation of the residential refuse collection by the City.

**9. Tenancy Occupation**

- (a) No unit shall be occupied under a lease or license unless, prior to the tenant being permitted to occupy the unit, the owner shall have delivered to the property manager a completed Tenant Information Form in accordance with Schedule "A" attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule "B" attached hereto, an executed copy of the lease agreement and a copy of the form required by Section 83(1)(b) of the Act.
- (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, and in compliance with the Act, any person or persons intending to reside in the owner's unit shall be deemed a trespasser by the Block 26W Condominium until and unless such person or persons and the owner comply with the rules and the Act.
- (c) Within seven days of ceasing to rent his/her unit (or within seven days of being advised that his/her tenant has vacated or abandoned the unit, as the case may be), the owner shall notify the Block 26W Condominium in writing that the unit is no longer rented.
- (d) The foregoing documentation shall be supplied promptly and without charge to and upon request by the Block 26W Condominium.
- (e) All owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants.
- (f) During the period of occupancy by the tenant, the owner shall have no right to use any part of the common elements or residential shared facilities.
- (g) Each non-resident owner shall supply to the Board his/her current address, telephone number and other contact information.

**10. Parking**

- (a) For the purpose of these rules, "motor vehicle" means a private passenger automobile, minivan, sport utility vehicle, pick up truck, motorcycle and such other types of vehicles as may be permitted by the Board from time to time.
- (b) No parking unit shall be used for any purpose other than to park one motor vehicle. Notwithstanding the foregoing, parking units which are designated as tandem parking spaces may be used to park two motor vehicles.
- (c) No equipment or machinery, other than motor vehicles, shall be parked or left on any part of the common elements or in any parking unit. No parking areas or parking units shall be used for storage purposes. This provision does not apply in the case of loading and unloading furniture or other household effects provided

that the length of time that the owner offends these rules with respect to parking is no longer than reasonably necessary to perform the service and other owners are not unreasonably inconvenienced.

- (d) Parking is prohibited in the following areas:
  - (i) fire routes;
  - (ii) entrance ways, driveways, ramps and laneways;
  - (iii) delivery and garbage areas; and
  - (iv) all other parts of the common elements designated as no parking areas.
- (e) No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on the common elements or in any parking unit without the express written consent of the property manager or the Board.
- (f) A visitor parking permit is required with respect to any motor vehicle parked in a visitor parking space or on any part of the common elements designated as visitor parking. The permit shall be an official permit authorized and issued by the Board, the property manager or its designated agent. Owners are responsible for obtaining a permit on behalf of their guests/visitors, in advance, from the Board, the property manager or its designated agent, during normal business hours. A permit shall not be issued for a period in excess of three days. The permit must be visibly displayed on the left front dashboard of the vehicle. Owners shall provide at least 24 hours advance notice of the need for a visitor parking permit. Overnight parking in the visitor parking spaces or any part of the common elements designated as visitor parking is prohibited without a properly issued visitor parking permit.
- (g) All motor vehicles operated by owners must be registered with the property manager. Each owner shall provide to the property manager the licence numbers of all motor vehicles driven by residents of his/her unit.
- (h) No motor vehicle shall be driven on any part of the common elements at a speed in excess of posted speed.
- (i) No person shall place, leave, park or permit to be placed, left or parked on the common elements or in any parking unit a motor vehicle which, in the opinion of the property manager or 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 72 hours written notice from the property 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 property manager or the motor vehicle shall be removed from the property at the expense of the owner. If a motor vehicle is left in a parking unit or upon the common elements and is unlicensed or unregistered with the property manager, the vehicle may be towed without notice to the owner and at the owner's expense.
- (j) Each parking unit shall be maintained by its owner or occupant in a clean and broom swept condition. Notwithstanding the foregoing, the Block 26W Condominium may provide in its annual budget for the cleaning and sweeping of parking units. The Block 26W Condominium (and any person authorized by it) shall be permitted to enter all parking units at all times when necessary to gain access to mechanical, electrical and service areas of the building and for garage cleaning and repairs. Each owner or occupant of a parking unit shall vacate the parking unit and garage to facilitate periodic cleaning and repairs on 15 days' notice from the Block 26W Condominium. In this event, the Block 26W Condominium shall not be responsible for costs or expenses incurred by any owner or occupant for alternative parking during the period of cleaning/repair. In addition, if an owner or occupant fails to remove his/her motor vehicle when required by the Block 26W Condominium, then the Block 26W Condominium shall have the right to remove the motor vehicle. All costs incurred by the Block 26W Condominium in this regard may be recovered by the Block 26W Condominium against the owner of the offending parking unit in the same manner as common expenses. For greater certainty, each owner and occupant shall be responsible for repair and maintenance to the floor surface of the garage (including any protective membrane or coating) necessitated by spills or leakage of oil, gas or other hazardous substance from the motor vehicle of such owner or occupant.
- (k) Motorcycles shall be licensed and equipped with the most recent noise control devices and motorcycles shall be operated in a manner so as not to disturb the other owners. Mopeds and bicycles shall be operated in such manner as not to obstruct traffic. No mopeds or bicycles are permitted to be operated on sidewalks.
- (l) No unlicensed motor vehicle shall be driven or stored within the property and no person shall operate a motor vehicle within the property without a proper operating licence.
- (m) 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/her motor vehicle towed from the property in which event neither the Block 26W Condominium nor its agents shall be liable whatsoever for any damages, costs or expenses caused to such motor vehicle or to the owner thereof.
- (n) Guests and visitors shall park only in the visitor parking spaces or areas of the common elements designated as visitor parking.
- (o) No motor vehicle having propane or natural gas propulsion system shall be parked in a parking unit or on the common elements.

#### 11. Balconies, Terraces, Patios and Exclusive Use Areas

In order to maintain the integrity of the original design and architectural features of the Block 26W Condominium, each owner covenants and agrees to comply with the following restrictions relating to balconies, terraces and patios which are identified as Exclusive Use Common Elements:

- (a) No balcony, terrace, patio, roof or exclusive use area shall be used for storage purposes. Without limiting the generality of the foregoing, bicycles shall not be stored (temporarily or permanently) on any balcony, terrace, patio, roof or exclusive use area.
- (b) Hanging or drying clothes is prohibited.
- (c) Hanging flags is prohibited.
- (d) Water features and fountains are prohibited.
- (e) Only seasonal furniture shall be allowed on balconies, terraces, patios, roofs and exclusive use areas. All such items shall be safely secured in order to prevent such items from being blown off by high winds.
- (f) Installation of satellite dishes (fixed or otherwise) is prohibited.
- (g) Installation of decorative lights is prohibited.
- (h) Bird feeders are prohibited.
- (i) No owner, occupant or tenant shall do or permit anything to be done on a balcony, terrace, patio, roof 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 and/or occupants.
- (j) Barbequing is prohibited on any balcony, terrace, patio, roof or exclusive use area associated with any dwelling unit, save and except for the Bridge Unit and the patios/terraces associated with those dwelling units on Level 38 of Building V.
- (k) Speakers are prohibited on all outdoor balconies and terraces.
- (l) No permanent awnings or shades shall be erected over or outside of any balconies, terraces, patios, roofs or exclusive use areas without the prior written consent of the Board and compliance with Section 98 of the Condominium Act.
- (m) No alterations shall be permitted to any balconies, terraces, patios or roofs (including, without limitation, permanent enclosure) without the prior written consent of the Board and compliance with Section 98 of the Condominium Act.
- (n) No owner shall apply any paint, stucco, wallpaper, varnish, stain or other finishes or alter the colour, texture and/or materials of any balconies, terraces, patios, roofs or exclusive use areas without the prior written consent of the Board and compliance with Section 98 of the Condominium Act.
- (o) Installation of any carpet or other floor covering (affixed or otherwise) is prohibited.
- (p) Each owner of a dwelling unit shall be responsible for watering and maintaining all flowers, plants, planter boxes, shrubs and other landscaping features that the owner/occupant places within his patio, balcony or terrace area in accordance with applicable standards prescribed by the Board. Owners shall select plant materials which enhance the appearance of the Block 26W Condominium. For clarity, rail mounted planter boxes and hanging plants are prohibited. Planter boxes located at the front of the exclusive use patios of the Live/Work Units and the dwelling units fronting on the outdoor amenity space located on Level 2 shall be maintained by the Block 26W Condominium.
- (q) Each owner shall be responsible for any damage to the waterproofing, weatherproofing or insulation of any patio, balcony or terrace area caused by the owner's negligence or willful misconduct and any resulting damage to any other dwelling unit or the common elements of the Block 26W Condominium.
- (r) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any balcony, terrace, patio, Exclusive Use Common Element or any other part of the common elements of the Block 26W Condominium. This restriction shall not apply to the Declarant. This restriction shall also not apply to TELUS provided that TELUS complies with the signage guidelines prescribed by the TELUS Telecommunication Agreement. Without derogating from the general prohibition expressed in Section 3.2(g) of the Declaration but for clarity with respect to the Live/Work Units, each owner of a Live/Work Unit shall have the right to use the sign plaque associated with his/her dwelling unit only and subject to the restrictions expressed in Section 4.1(h) of the Declaration.

The Board shall have the right to require the removal of anything which contravenes this provision, it being the intent of the Block 26W Condominium to maintain and an aesthetically appealing and uniform appearance with respect to the Block 26W Condominium. If an owner defaults with respect to any of his/her obligations pursuant to this provision, then the Block 26W Condominium may perform any of these functions and all costs and expenses incurred by the Block 26W Condominium shall be paid by the defaulting owner forthwith after written demand and such amount may be added to the monthly contribution toward common expenses applicable to such owner and shall be treated in all respects as common expenses applicable to such owner and shall be recoverable as such (with corresponding lien rights in favour of the Block 26W Condominium).

## 12. Storage Units

- (a) No combustible material, offensive goods or perishable food may be stored in any storage unit. Nothing shall be stored in any storage unit that may constitute a nuisance or danger to any owner, any unit or the common elements and nothing shall be stored in any storage unit which may result in the violation or contravention of any applicable by-law or regulation imposed by any governmental or non-governmental authority having jurisdiction with respect to such matters.
- (b) Storage units shall not be used as workshop areas or for any purpose other than for storage.

**13. Guest Suites**

- (a) The guest suites may be used by overnight guests of owners and occupants of the Block 26W Condominium. Reservations shall be accommodated on a "first come, first served" basis.
- (b) A per diem fee determined and adjusted by the residential shared facilities committee from time to time (room rate plus cleaning charge) shall be charged to users of the guest suites. In addition, users of the guest suites may be required to provide a security deposit at the time of reservation.
- (c) Any owner or occupant of a dwelling unit wishing to reserve a guest suite shall complete an application for rental and waiver of liability form and deliver same to the property manager together with a cheque representing payment of the per diem fee, in advance.
- (d) A guest suite may be reserved by any owner or occupant for a maximum stay of three nights. Any stay longer than three nights must be approved by the property manager.
- (e) The guest suites shall not be occupied prior to 3:00 p.m. on the reserved day and shall be vacated on the scheduled final day of use by no later than 11:00 a.m., unless otherwise approved by the property manager.
- (f) The owner or occupant reserving a guest suite shall be responsible for all costs, damages, losses and/or liabilities caused by his/her guest arising from (or in connection with) the use of the guest suite. The property manager shall inspect the guest suite to determine whether any damage has been caused thereto. In the event that the property manager determines that damage has been caused to the guest suite, the property manager shall provide a written report to the owner/occupant who reserved the guest suite along with an invoice for payment of all costs relating to the repair of such damage and cleaning of the guest suite. In the event that the owner or occupant fails to pay such costs forthwith on demand from the property manager, such costs may be added to the common expenses allocable to such owner/occupant and his/her unit.
- (g) Guests shall be responsible for all personal items left in the guest suites. Neither the Block 26W Condominium nor the property manager shall be responsible for any loss, theft, damage or destruction of any personal property of any guest.
- (h) The owner or occupant reserving a guest suite shall ensure that his/her guest is familiar with the rules of the Block 26W Condominium and such owner or occupant shall be responsible for the behaviour of his/her guest.
- (i) In the event that an occupant of a guest suite fails or refuses to vacate a guest suite on the designated date or if damage has been caused to a guest suite rendering the guest suite unusable for the next guest, all costs and expenses associated with repairing the guest suite and relocating any other guests into alternative accommodations shall be for the account of the offending owner. In addition, the offending owner acknowledges and agrees that his/her right to reserve a guest suite in the future may be withheld, in the sole and absolute discretion of the Board, residential shared facilities committee or property manager.

**14. Residential Shared Facilities**

- (a) The residential shared facilities may be used by owners, occupants and their families, tenants, guests and invitees, subject to these rules, as amended and supplemented from time to time by the residential shared facilities committee.
- (b) Certain residential shared facilities may be reserved by any owner or occupant of the Block 26W Condominium for a private function subject to payment of a user fee and compliance with these rules. Reservations by any person other than an owner or occupant of a dwelling unit shall not be permitted.
- (c) Any owner or occupant of a dwelling unit wishing to reserve the residential shared facilities shall complete an application for rental and waiver of liability form and deliver same to the property manager together with a cheque representing payment of the user fee (in the amount as may be determined by the residential shared facilities committee in its sole and absolute discretion from time to time), and a cheque representing payment of a security deposit. The security deposit shall be returned to the owner if the residential shared facilities are left in the same condition existing immediately prior to the function.
- (d) The number of people permitted to use the residential shared facilities during any function shall be limited to the maximum allowed by the Fire Department of the City of Toronto or such other governmental authority having jurisdiction with respect to such matters.
- (e) An all-inclusive guest list shall be provided to the property manager prior to the function.
- (f) The contemplated use of the residential shared facilities must be fully disclosed to the property manager prior to the function. It is agreed that the premises will not be used for any immoral or offensive use and, where in the sole and absolute discretion of the property manager and/or the Board, it is determined that the requested function should more properly be held in an off-site commercial establishment, then the property manager may refuse the use of the residential shared facilities for the function requested by such owner or occupant.
- (g) The owner or occupant shall be responsible for full compliance with all legal and/or regulatory obligations and will fully indemnify and hold harmless the Block 26W Condominium, its employees and agents, from any breach thereof.
- (h) No owner or occupant shall permit noisy, rowdy or raucous behaviour in or adjacent to the residential shared facilities nor any behaviour or noise which disturbs the comfort and quiet enjoyment of the other owners or their families, tenants, occupants and invitees. In particular, no owner, occupant or tenant shall do or permit anything to be done within the bridge amenity unit which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the dwelling units above and in the vicinity of the bridge amenity unit.



- (i) Prior to using the residential shared facilities for a private function, the owner or occupant agrees to obtain all necessary permits, licences and consents at his/her own expense prior to the date of the function and all licence, permits and consents shall be posted or available for inspection, as may be required by any law, by-law, rule or regulation of any governmental authority having jurisdiction with respect to such matters. For greater certainty, the sale of alcohol and gambling shall not be permitted during any private function utilizing the residential shared facilities without the prior written consent of the Board.
- (j) The function shall be restricted to the residential shared facilities and the washrooms adjacent thereto. All other areas of the property are off limits to guests and invitees.
- (k) Door exits shall be kept free from obstructions at all times.
- (l) Owners are reminded that they are responsible for ensuring that their family members, tenants, guests, licensees and invitees are familiar with these rules.
- (m) The owner or occupant shall assume full responsibility for the preservation of proper order and decorum and the owner or occupant shall ensure that there are no disturbances to, or disruption of the ongoing activities in other common areas or units.
- (n) The owner or occupant shall be responsible for the behaviour of his/her family members, tenants, guests, licensees and invitees. If, in the opinion of the property manager, the owner or occupant cannot or will not control the behaviour of his/her guests and the situation has deteriorated to an unsatisfactory level, the property manager or its representative on duty shall have full authority to terminate the function immediately and to ask all persons to leave the property. The police may be called to assist in controlling the situation, the security deposit may be forfeited and the resident's right to reserve the residential shared facilities for a private function in the future may be withheld, in the sole and absolute discretion of the Board.
- (o) Any damage, theft or loss to the property as a result of the use of the residential shared facilities for a private function will be the full responsibility of the resident and the resident agrees to pay the costs involved in restoring any damage to the property. Any such costs may be added to the common expenses allocable to such owner/occupant and his/her unit.
- (p) Any resident using the residential shared facilities for a private function shall comply with all provisions of the application form filed with the property manager.
- (q) Reservations must be cancelled no later than seven days prior to the date of the function. If the security deposit, application form and other documentation have not been received by the property manager within seven days prior to the date of the function, the reservation may be cancelled.
- (r) The Block 26W Condominium shall not be responsible for loss or damage to any personal property, or for personal injury incurred during the use of the residential shared facilities.
- (s) Residents shall inform their guests in advance as to alternative parking areas outside of the property in the event that all visitor parking spaces are filled. In no circumstance will any vehicle be allowed to park on any part of the property except the visitor parking spaces.
- (t) The property manager, in its sole and absolute discretion, may require a security officer to attend all private functions held at the residential shared facilities. Security arrangements shall be made through the property manager and all costs associated therewith shall be paid by the owner/occupant in advance.
- (u) The Block 26W Condominium shall have the right to use of the residential shared facilities without an agreement, deposit or fee for activities or events organized by the Block 26W Condominium.
- (v) Any resident using the residential shared facilities or any other part of the common elements of the Block 26W Condominium for a private function hereby indemnifies the Block 26W Condominium and its officers, agents and employees, from all claims, damages, expenses, costs or other liabilities whatsoever which may be incurred as a result of the use by such resident of the residential shared facilities and/or other common elements of the Block 26W Condominium.
- (w) All private functions using the residential shared facilities shall be completed by 1:00 a.m. (or such earlier or later time as may be determined by the Board and/or property manager, in its sole and absolute discretion).

**15. Fitness/Exercise Room**

- (a) The use of the fitness/exercise room is restricted to residents of the Block 26W Condominium. No food, beverages or glass containers are allowed in the fitness/exercise room except for plastic water bottles.
- (b) No equipment shall added to or removed from the fitness/exercise room for any reason without the prior written consent of the Board and/or property manager.
- (c) Due caution must be used when using the equipment in the exercise room and all persons using the equipment do so at their own risk. Similarly, all persons using the hot yoga room shall do so at their own risk and will be required to sign a waiver of liability in favour of the Block 26W Condominium prior to using such room.
- (d) The use of the fitness/exercise room may be restricted during functions organized by the Declarant or the Block 26W Condominium.
- (e) Proper attire shall be worn at all times. In addition, proper attire must be worn between the dwelling units and the fitness/exercise room.



- (f) In the interests of the safety, security and welfare of children and their parents, children under the age of 16 must be accompanied by a resident aged 18 or over.
- (g) The fitness/exercise room may be used during the hours of 6:00 a.m. to 11:00 p.m. daily.
- (h) Portable stereos (unless used with a private headset which is not audible to others) shall not be permitted in the fitness/exercise room.

**16. Swimming Pool**

- (a) The pool is unsupervised. Children under the age of 12 are not allowed in the pool area (nor within the deck area) unless accompanied by a parent or other adult who is not less than 16 years of age.
- (b) Guests wishing to use the swimming pool must be accompanied by a resident, unless same are registered guests using and occupying a guest suite.
- (c) No person infected with a communicable disease or having open sores on his/her body may use the pool or whirlpool.
- (d) No food, beverages or glass containers are allowed in the pool area.
- (e) Boisterous play in or around the pool is prohibited. Running is not permitted in the pool area. No diving or jumping is permitted in the pool area.
- (f) Prior to using the pool, each person shall take a shower, using warm water and soap.
- (g) Inflatable children's toys or floats are not permitted in the pool.
- (h) Children who are not properly toilet trained shall not use the pool.
- (i) Proper swimming attire shall be worn in the pool area.
- (j) Residents and their guests use the pool at their own risk.
- (k) No person shall pollute the water in the swimming pool in any manner, and the spitting of water and blowing of noses in the pool (or on the deck) is prohibited.
- (l) Radios and tape recorders are strictly prohibited in the pool area.
- (m) Bathing caps must be worn by all persons with hair longer than collar length.
- (n) The pool furniture within the swimming pool area (or on the deck) is not to be moved outside the swimming pool area. Personal lounge furniture is not permitted in any of these areas.

**17. Whirlpool and Steam Rooms**

- (a) For safety reasons no person under the age of 12 may use the whirlpool or steam rooms. Persons between the age of 12 and 16 must be accompanied by a resident over the age of 18 years, and actively supervised.
- (b) For health reasons, a maximum of 15 minutes per use of the steam rooms is suggested.
- (c) No food, beverages or glass containers are allowed in the whirlpool or sauna/steam room.
- (d) Proper attire shall be worn at all times.

**18. Change Rooms**

- (a) Residents using the change rooms must supply their own locks.
- (b) Residents are fully responsible for any loss or damage to their property.
- (c) Lockers are only for the use of residents and permitted guests.
- (d) Locks shall not be left on any locker overnight.
- (e) Boisterous or rowdy behaviour is strictly prohibited in the change rooms.
- (f) No resident or guest shall wear any wet or muddy footwear into the change rooms.
- (g) No body or foot powder may be used within the change rooms, inasmuch as same may create a mess and/or a slippery hazardous condition.
- (h) Change rooms must be left in a clean and tidy manner.
- (i) The change rooms are designated for female and male use. Family change rooms are not available. Residents and their guests must use the appropriate change room only.

19. **Elevators and Moving**

- (a) Furniture and equipment shall be moved into or out of the Block 26W Condominium 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. Pads to protect the service elevator may be installed as determined by the Board and/or property manager in its sole discretion. The time and date for moving or delivery shall be fixed in advance by arrangement and reservation with the property manager. The reservation shall be for a period not exceeding three hours. An elevator reservation agreement in accordance with Schedule "C" attached hereto shall be signed when reserving the service elevator. In the event that there is more than one request to use the service elevator for the same day, the property manager (in its sole and absolute discretion) shall have the right to assign the use of the service elevator on a "first come, first served" basis and for time periods of three hours or less. Unless otherwise approved by the Board and/or property manager, the service elevator may only be reserved by the owner or resident of a unit.
- (b) 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 Sundays or public holidays without the prior written approval of the Board and/or the property manager.
- (c) A refundable security/damage deposit in the amount determined by the Board from time to time in cash, money order or certified cheque payable to the Block 26W Condominium shall be deposited with the Block 26W Condominium through the property manager or its staff when making a reservation and signing the elevator reservation agreement. Alternatively, the Board and/or property manager, in its sole and absolute discretion, may require a security officer to supervise all moves and all costs associated therewith shall be paid by the owner/occupant in advance.
- (d) It shall be the responsibility of the owner through the person reserving the service elevator to notify the property manager and to request an inspection of the service elevator and adjacent common elements immediately prior to using the service elevator. Upon completion of moving into or out of the Block 26W Condominium, the owner/occupant 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 cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the property manager as soon as possible following the moving or damage and the parties responsible shall be advised.
- (e) The owner and/or 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 unit or the delivery of goods, services, home furnishings or equipment into or out of the unit. The Block 26W Condominium through its property manager shall have the right to withhold all or part of the security/damage deposit as it deems necessary as security for partial or complete payment for any damages sustained. The Block 26W Condominium shall apply all or part of the security deposit towards the cost of repairs. If the cost of repair 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 deposited and the owner or person reserving the 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 shall be collected as such.
- (f) During the term of the reservation and while any exterior doors are open, 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 unit, the owner or occupant vacating the premises shall surrender all keys, access cards and other access devices in his/her possession to the property manager or its staff. The Block 26W Condominium shall have the right to withhold any security deposit in its possession until same have been surrendered.
- (i) Purchasers acquiring a unit or tenants taking occupancy thereof shall register with the property manager or its staff prior to the occupancy date, at which time arrangements will be made for delivery of keys, access cards and other access devices.

20. **Owner's Contractors, Trade 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 any exclusive use common elements) that may or will affect the common elements or common building services unless such persons or firms are:
  - (i) employed directly by the Block 26W Condominium; or
  - (ii) employed by an 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 Board and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Block 26W Condominium's written direction; and the owner has provided to the Block 26W Condominium a deposit in a reasonable amount to cover the Block 26W Condominium's initial costs of supervision (to be adjusted upon completion of the work); and where the owner has entered into a written undertaking to indemnify the Block 26W Condominium with respect to any expenses, damages or costs whatsoever incurred by the Block 26W Condominium arising from the carrying out of the work by the 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 Block 26W Condominium from the owner in the same manner as common expenses.