

**SUCCESS TOWER AT PINNACLE CENTRE  
GENERAL RULES AND REGULATIONS**

The following rules made pursuant to the Condominium Act, S.O. 1998, as amended (the "**Act**") 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/her tenants, guests and invitees.

Any losses, costs or damages incurred by the Corporation by reason of a breach of the rules and regulations in force from time to time by any owner, or by his/her family, guests, servants, agents or occupants of his/her unit, shall be borne and/or paid for by such owner and may be recovered by the Corporation against such owner.

**A. General Regulations**

1. No owner of any unit 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 the fire insurance premiums on any building, or on property kept therein, and no owner shall do or permit anything to be done in his/her unit or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the regulations of the City of Toronto Fire Department, or with any insurance policy carried by the Corporation or conflict with any of the rules and ordinances of the local board of health, or with any municipal by-law or any provincial or federal statute or regulation.
2. Owners and their families, guests, visitors, servants and agents shall not create or permit the creation or continuance of any noise or nuisance which, in the opinion of the Board or the Building Manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners or their respective families, guests, visitors, servants and persons having business with them.

**B. Dwelling Units**

1. Each dwelling unit shall be occupied and used only as a private single family residence and for no other purpose.
2. No immoral, improper, offensive or unlawful use shall be made of any dwelling unit or of the Condominium property. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies having jurisdiction shall be strictly observed.
3. The filming of any movie for commercial purposes in any dwelling unit or on the common elements is prohibited except when authorized by written consent from the Board.
4. No auction sales or events to which the general public is invited shall be allowed in any unit or on the common elements, without the prior written consent of the Board.
5. Each owner shall install, maintain and repair a smoke or similar fire detection device in his/her dwelling unit, provided that such device is approved by the Underwriters' Laboratories of Canada.
6. After using any washing machine, each owner, his/her tenant, guest, servant or agent shall immediately turn off the taps to both the hot and cold water supply.
7. No owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her dwelling unit or adjacent common elements. Owners shall immediately report to the Building Manager all incidents of pests, insects, vermin or rodents and all owners shall fully cooperate with the Building 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 Building.
8. No awnings, shades, screens, enclosures or structures whatsoever shall be erected over the outside of any window, or on any balcony or terrace without the prior written consent of the Board.
9. No outside painting shall be done other than by the Corporation to the exterior of the Building, railings, doors, windows, balconies, terraces or any other part of the property.
10. With the exception of the use of the Sign Units by the owner of the Sign Units, 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.
11. Water shall not be left running unless in actual use.
12. 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 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 has, or whose family, guests, visitors, servants or agents have caused such damage.
13. Nothing shall be thrown out of windows or doors of the buildings.
14. Owners shall not overload existing electrical circuits in their units.
15. No storage of any combustible or offensive goods, provisions or materials shall be kept in any unit or the common elements.
16. No mops, brooms, dusters, rugs or bedding shall be shaken from any external window, door or those parts of the common elements over which the owner has exclusive use.
17. With the exception of the Communication Control Units by the owner of the Communication Control Units, no television antenna, aerial, satellite dish, tower or similar structure and similar appurtenances thereto shall be erected on or fastened to any unit, except in connection with a common television cable system supplying service to the building.
18. No articles, fixtures or doormats shall be placed at individual doorways leading into any dwelling unit or in the hallways. 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 dwelling unit or some other part of the common elements. No one shall place or leave, or permit to be placed or left, anything in the corridor outside unit or in the stairwells.
19. Only seasonal furniture is permitted to be kept on balconies or terraces.

20. No major electrical appliances, except a stove, refrigerator, washing machine, clothes dryer, dishwasher, other common household electrical appliances, and any electrical appliances originally provided by the Declarant shall be installed or used in any unit without the prior written consent of the Board.

21. No noise shall be permitted to be transmitted from one dwelling unit to another. If the Board of Directors determines that any noise is being transmitted to another unit and that such noise is an annoyance or a nuisance or disruptive, than the owner of such unit shall at his/her expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the owner of such dwelling 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 thereby incurred in abating the noise (including reasonable solicitor's fees).

22. No bicycle shall be placed, located, kept or maintained in any dwelling unit or the common elements except in a designated bicycle/storage locker units located in the building.

C. **Garbage Disposal**

1. Loose garbage shall not be deposited in the garbage/recycling room(s). All garbage including newspapers must first be properly bound, packaged or bagged to reduce or eliminate mess and odours within the garbage/recycling room(s).

2. Large containers and bottles shall be left on the floor in a corner of the garbage/recycling room(s). If the size or amounts of such garbage are excessive, owners shall notify the management office and make suitable arrangements for the removal of such garbage.

D. **Security: Controlled Access to Units**

1. No one shall change any lock or locks in a dwelling unit or the common elements or place any additional lock on any door in or to any dwelling unit or the common elements, without first obtaining the written approval of the Board and, if such approval is given, without first providing a key for such changes or additional lock or locks to the Corporation.

2. 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 inform the Building Manager or the superintendent that the resident is on vacation or away from the unit for an extended period of time and that all such deliveries have been suspended. Newspapers and other items delivered to a unit and not picked up after reasonable time may be removed by the Building Manager or the superintendent.

3. If guests are given permission to occupy a dwelling unit during a resident's absence, the Building Manager shall be notified in writing of the name of such guests, dates of occupancy and their automobile licence numbers. No guests will be admitted to the property nor permitted to occupy any dwelling unit unless such information is so provided.

4. The Board of Directors shall have the authority from time to time to restrict the number of building access keys and/or access cards (if any) to unit owners and set policies regarding replacement of such keys and/or cards (if any) from time to time. Each owner shall abide by such policies, as set out by the Board of Directors from time to time.

E. **Moving**

1. Upon moving from a dwelling unit, the owner or occupant vacating the premises shall surrender all of the common element keys, parking and entry cards (if any) in his/her possession or control to the Building Manager and so as to enable these to be passed on to the new resident(s) of the dwelling unit. Purchasers or tenants acquiring a dwelling unit must register with the Building Manager prior to moving in date at which time arrangements will be made for delivery of the common element keys.

2. Furniture and equipment shall be moved in and out of the Building from the loading dock and moving room, and by the elevator designated by the Building Manager or the superintendent for such purpose. The time and date of moving shall be predetermined by arrangements with the Building Manager or the superintendent.

F. **Tenancies**

1. Owners shall ensure that their tenants strictly comply with the provisions governing the use and occupation and leasing of dwelling units set forth in the Declaration. If an owner fails to obtain the statement and covenant from his/her tenant as required pursuant to the Declaration, or fails to ensure his/her own compliance and that of his/her tenants with the requirements of the Condominium Act, the Declaration and the Rules, any person or persons intending to reside in the dwelling unit and common elements shall be considered to be an unauthorized person and entry to the Building or any part of the common elements including the recreational amenities may be expressly denied by the Building Manager until such person(s) and the owner have fully complied with the Act, the Declaration and the Rules.

2. Within 20 days of ceasing to rent his/her dwelling, parking and bicycle/storage locker unit(s), if any, (or within 20 days of his/her being advised that his/her tenant has vacated or abandoned such unit(s), as the case may be) the owner shall notify the Building Manager in writing that the dwelling unit is no longer rented and shall be personally responsible to the Corporation for the return of any keys, identification cards, parking garage entry device (if any) or similar means of identification or access initially provided to such tenant and for any additional costs incurred by the Corporation by reason of the owner's failure to comply with this/her rule.

G. **Pets**

1. No owner or occupant of a residential unit shall maintain, keep or shelter any animal livestock, reptile or fowl other than a household pet. For the purposes of this restriction the term "household pet" shall mean caged birds, aquarium fish, one (1) or two (2) domestic cats or one (1) or two (2) domestic dogs unless such animal or pet, in the opinion of the Board, acting reasonably, constitutes an unreasonable interference of the use and enjoyment by other owners of other residential units in this Condominium and as may be provided for in the Declaration, in which event the Corporation may require the pet owner to permanently remove such pet from the property upon two (2) weeks written notice.

2. Any dog(s) or cat(s) must wear a collar with the identification of its owner.

3. 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.

4. No pet shall be permitted to make excessive noise. For the purpose of this provision "Excessive Noise" shall mean noise which is annoying or disturbing to any owner, but nothing herein shall restrict the discretion of the Board of building management.

5. Unless within the confines of a dwelling 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. Each pet must be transported by the owner thereof to and from the dwelling unit using the service elevator only in the building.

6. 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.

7. 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 Manager requesting the removal of such pet, permanently remove such pet from the property.

H. **Parking**

1. Each owner, or resident, shall provide the Corporation with the licence numbers of all motor vehicles driven by residents of that particular unit. The registry of such numbers shall be used only for the conduct of Corporation business.

2. All motor vehicles operated by residents or their visitors and parked in the parking garage must be registered with the Building Manager. Residents are required to properly display parking stickers or decals in their vehicles at all times.

3. All moving vans and delivery vehicles are required to register with the Building Manager or the superintendent, the following information:

- (a) driver's name
- (b) driver's company
- (c) licence plate number
- (d) name of resident and apartment for delivery
- (e) arrival and departure time.

4. No unit owner or occupant shall install, or cause or permit to be installed a garage door, or enclosure of any kind on a parking unit, nor shall any unit owner or occupant enclose, or cause or permit to be enclosed, any parking unit in any manner whatsoever.

5. No motor vehicle, other than a private passenger automobile, motorcycle, stationwagon or family van, shall be parked in any parking unit.

6. Parking is prohibited in the following areas:

- (a) fire routes
- (b) entranceways, traffic circles, delivery and service areas and any other part of the common elements
- (c) parking units other than the parking units specifically designated in the Declaration and in the Management Office for the resident's use.

7. Drivers shall turn on the headlights when entering or driving within the parking garage area.

8. In the event of the mechanical breakdown of a motor vehicle, the owner of such vehicle shall push the vehicle out of any right-of-way and notify the Building Manager or security of the breakdown and remove the motor vehicle as soon as a tow truck can be obtained.

9. No repairs other than minor emergency repairs shall be made to any motor vehicle parked or left standing in any parking unit or upon the common elements.

10. No car washing shall be permitted except in such area as may be specifically designated for the purpose (if any).

11. No owner shall plug in or cause to be plugged into any electrical service, any in-car or block heater.

12. Except for his/her private passenger automobile, no owner or occupant shall store or leave in his/her parking unit any other object, including tires, bicycles, firewood, cans, bottles or containers.

13. No owners shall lease his/her parking unit unless he complies with the requirements of the Act, Declaration, By-Laws, Rules and Regulations from time to time of the Corporation.

14. A motor vehicle shall not be driven on any part of the common elements at a speed in excess of the posted speed nor on any part of the common elements which has not been designated for the passage of motor vehicles.

15. No owner or occupant shall place, leave, park or permit to be placed, left or parked in or upon the common elements or a parking unit any private passenger automobile which, in the opinion of the Board or the Building Manager, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or its potential damage to the property. Upon two (2) weeks' written notice by the Board or the Building Manager, the owner of such vehicle shall be required to attend to his/her vehicle as the circumstances require and as directed by the Board or the Building Manager.

16. No person shall park a motor vehicle in contravention of these Rules in default of which such person shall be liable to be fined or to have his/her motor vehicle towed from the property under city by-laws in which event the Corporation and its agents shall not be liable for any damage, costs or expenses howsoever caused in respect of any motor vehicle so removed from the property.

I. **Guest Room**

Each owner, or resident, of this Corporation that requires the use of the guest room shall consult with the Corporation and/or Building Manager, as applicable, to reserve the right to the use of the guest room and the owner or resident shall be obliged to pay to the Corporation, in advance, the sum of \$65.00 per night for the use of the guest room.

J. **Joint Rules**

Pursuant to the provisions of Section 59 of the Act, the Corporation shall be a party to a joint set of rules governing the use and operation of the Amenities and all other similar services which are to be shared between and amongst this Condominium and the Adjacent Condominium Corporations or any one of them.

K. **Additional Rules and Enforcement**

In accordance with the Condominium Act, the Board of Directors may pass further rules respecting the use of the common elements and units or any of them 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.

The rules shall be reasonable and consistent with the Act, the Declaration and By-Laws and the owners may at any time after a rule becomes effective amend or repeal a rule at a meeting of owners duly called for that purpose.

The proposed Declarant has a duty, until registration of the Declaration and Description, to effect compliance by occupiers of proposed units with the rules proposed by the Declarant and every person in occupation of a proposed unit has a right to the compliance by every other occupant of a proposed unit with the rules in accordance with the Act.

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