METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1345

THE SYLVIA
50 CAMDEN STREET
TORONTO, ONTARIO

RULES

			•
			•
	-		

DATED:

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO.

RULES

RULES

The following rules made pursuant to the Condominium Act, R.S.O. 1990, c.C.26, 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 or her tenants, guests, residents, invitees, licencees, servants, agents or occupants (hereinafter collectively referred to as the "Owner").

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 unit owner, or by any other Owner shall be borne and/or paid for by such unit owner and may be recovered by the Corporation against such unit owner as provided for in the Declaration.

A. General Regulations

- 1. No Owner of any unit shall do or permit anything to be done on the property or in his or her unit, or bring or keep anything thereon 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 on the property 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 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. No Owner shall create or permit the creation or continuance of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners or their respective families, guests, visitors, servants and persons having business with them.
- No Owner shall smoke in the interior common areas of the building.

B. Residential units

- 1. For the purposes of the provision in the Declaration, "commercial use" includes, without limiting its general meaning, any of the following:
- a) the carrying on of a business;
- b) hotel or boarding or lodging house use;
- c) the disposition of an owner's or tenant's interest in, or right to occupy, a unit whereby the party or parties acquiring such interest or right are entitled to use or occupy the unit on a transient use basis.
- 2. For the purposes of these Rules, "transient use" includes, without limiting its general meaning, more than one short term use or occupancy of a particular unit for a period of less than six (6) months in any particular period of twelve (12) consecutive months.
- 3. Any person who is engaged in the operation of a commercial use anywhere on the property (such as, by way of example, the operation of a hotel business) which is prohibited by the Act, the Declaration, the By Laws or the Rules shall be deemed to be a trespasser and entry to or upon the common elements may be expressly denied by the Corporation.
- 4. No immoral, improper, offensive or unlawful use shall be made of any residential 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.

- 5. No auction sales or events to which the general public is invited shall be allowed in any unit or on the common elements.
- 6. The following rules shall apply to the installation and maintenance of any washing machine installed in a residential unit:
 - (i) each washing machine shall be equipped with nylon reinforced hoses for the supply of hot and cold water designated for at least a minimum burst pressure of 1,000 P.S.I. and a rubber compound to withstand 180 degrees Fahrenheit;
 - (ii) after using any washing machine, each owner, his or her tenant, guest, servant or agent shall immediately turn off the taps to both the hot and cold water supply; and
 - (iii) each washing machine shall be installed in such a manner so as to permit the easy and convenient shut off of tapes thereto, it being the purpose and intent of this rule to reduce or eliminate the considerable inconvenience and costs incurred as a result of flooding caused by the bursting of inadequate and poorly installed washing machine hoses.
- 7. No owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in the residential unit or adjacent common elements. Owners shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all owners shall fully cooperate with the Manager to provide access to each residential 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 on any balcony without the prior written consent of the Board.
- 9. 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.
- Water shall not be left running unless in actual use.
- 11. 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, tenants, visitors, servants or agents have caused such damage.
- 12. Nothing shall be thrown out of windows or doors of the Building.
- 13. Owners shall not overload existing electrical circuits in their units.
- 14. No storage of any combustible or offensive goods, provisions or materials shall be kept in any unit or the common elements.
- 15. No articles, fixtures or doormats shall be placed at individual doorways leading into any residential 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 residential 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.
- 16. 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.
- 17. No noise shall be permitted to be transmitted from one residential 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 or her expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board.

C. Garbage Disposal

- 1. Loose garbage shall not be deposited in the garbage chutes. All garbage including newspapers must first be properly bound, packaged or bagged to reduce or eliminate mess and odours within the garbage room on each level and in the disposal room at the exits from the chutes.
- 2. Bound or bagged garbage shall be of a reasonable size to permit same to travel easily down the chute and shall not be left in the container at the opening to the chute.
- 3. Large containers and bottles shall be left on the floor in a corner of the garbage chute room. If the size or amounts of such garbage are excessive, owners shall notify the Manager and make suitable arrangements for the removal of such garbage.
- 4. No garbage other than items mentioned in paragraphs 2 and 3 above is to be left on the floor of the garbage room.
- 5. No burning cigarettes, cigars or other flammable material shall be put down the garbage chute.
- 6. No garbage is to be placed in garbage chutes between the hours of 10:00 p.m. and 7:00 a.m.

D. Security: Controlled Access to Units

- 1. No one shall change any lock or locks in a residential unit or the common elements or place any additional lock on any door in or to any residential 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. The Board of Directors shall have the authority from time to time to restrict the number of building access keys and/or access cards to unit owners and set policies and fees regarding the supply and replacement of such keys and/or cards 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 residential unit, the owner or occupant vacating the premises shall surrender all of the common element keys and/or cards or similar entry devices in his or her possession or control to the Board or to the Manager, so as to enable these to be passed on to the new resident(s) of the residential unit. Purchasers or tenants acquiring a residential unit must register with the Manager prior to the move in date, to make arrangements for delivery of the common element keys and access control device(s) if in the possession of management.
- 2. No Owner shall move furniture and equipment from one floor to another or in or out of the building except by the elevator designated for such purpose by the Property Manager and only after proper wall protection has been affixed by advance arrangement with the Property Manager.
- 3. Arrangements for using the elevator when moving in or out or from floor to floor must be made a minimum of seventy-two (72) hours in advance with the Property Manager.
- 4. All bookings of the elevator require a Two Hundred Dollar (\$200.00) security deposit payable when moving into the building, and the Owner/resident must complete an elevator reservation agreement in the form authorized by the Board of Directors. When moving into the building or from floor to floor, the security deposit will be returned if, after inspection, no damage has occurred and if, in the case of a tenancy, the statement and covenant required pursuant to the Declaration have been completed and submitted to the Property Manager. When moving out, the security deposit will be returned if, after inspection, no damage has occurred and when all common element keys, parking decals and any bicycle identification tags, if any, are returned to the Property Manager.

- 5. Moves are restricted to Monday to Saturday, between 8:30 a.m. and 4:30 p.m. No moving shall take place on holidays.
- 6. All furniture must be taken directly from the elevator to the suite or from the suite to the elevator, as applicable. Nothing shall be placed or left, even temporarily, in the hallway.
- 7. Where damage to the elevator or any part of the common elements has been caused by the movers or by the movement of furniture and equipment into or out of a unit, the person whose name is on the elevator reservation agreement and/or the Owner of the unit shall be responsible to the Corporation for the cost of repairing such damage. The cost of repair shall be assessed by the Property Manager as soon as possible after the move, on the basis of quotations. The Corporation may collect any such amount owing as provided in the Condominium Act, the Corporation's Declaration or by any other lawful means.

F. Tenancies

- 1. Owners shall ensure that their tenants strictly comply with the provisions governing the use and occupation and leasing of residential units set forth in the Declaration. If an owner fails to obtain the statement and covenant from his or her tenant as required pursuant to the Declaration, or fails to ensure his or her own compliance and that of his or her tenants with the requirements of the Condominium Act, the Declaration and the rules, any person or persons intending to reside in the residential 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 amenities may be expressly denied by the Corporation 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 or her residential and/or parking unit (or within 20 days of being advised that the owner's tenant has vacated or abandoned such unit(s), as the case may be) the owner shall notify the Manager in writing that the unit is no longer rented and shall be personally responsible to the Corporation for the return of any keys, identification cards, access control device 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 rule.

G. Pets

- 1. No animal, livestock or fowl other than a household pet as defined in the Declaration and which does not exceed the weight of twenty-five (25) lbs., or will not exceed the weight of twenty-five (25) lbs. when fully grown, shall be kept on the property. No pet that is deemed by the Board or Manager to be a nuisance shall be kept by any owner in any unit or in any other part of the property.
- 2. Any dog or cat must wear a collar with an 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 and for the purpose of this provision "excessive noise" shall be deemed to mean noise which is annoying or disturbing to any resident, but nothing herein shall restrict the discretion of the Board or Manager.
- 5. Unless within the confines of a residential unit, all dogs and cats shall be kept or held in hand 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.
- 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 any such excrement and save harmless the Corporation from any expense in connection therewith. The minimum charge for removal of excrement from the property shall be \$50.00 per removal chargeable against the unit owner in whose unit the pet is resident or which unit the pet is visiting.

Any owner who keeps a pet on the property or any part thereof contrary to these rules (or any of them) shall within two (2) weeks of receipt of a written notice from the Board or the 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. Residents shall not be permitted to park their vehicles in the visitor parking areas under any circumstances.
- 3. All motor vehicles operated by residents and parked in a parking unit must be registered with the Board.
- 4. No Owner shall install or cause or permit to be installed an enclosure of any kind on a parking unit, nor shall any unit owner or resident enclose or cause or permit to be enclosed any parking unit in any manner whatsoever.
- 5. No parking unit shall be leased to or occupied by any person except in accordance with the provisions of the Declaration.
- 6. Parking is prohibited in fire routes or parking spaces other than the parking units specifically designated in the Declaration and according to the registered title for the owner's use.
- 7. 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 remove the motor vehicle as soon as a tow truck can be obtained.
- 8. 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.
- 9. No person shall plug in or cause to be plugged into any electrical service, any in-car or block heater.
- 10. Except for a private passenger automobile, no owner or occupant shall store or leave in a parking unit any other object, including tires, firewood, cans, bottles or containers.
- 11. No owner shall lease his or her parking unit unless he or she complies with the requirements of the Declaration, By-laws and Rules, from time to time, of the Corporation.
- 12. No person 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 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 Manager, the owner of such vehicle shall be required to attend to his or her vehicle as the circumstances require and as directed by the Board or the Manager.
- 13. 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 or 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. Recreation Facilities - General Regulations

1. Recreation facilities are: the Outdoor Recreation Area (a landscaped outdoor amenity space located on the ground floor of the Building) and the indoor meeting/party room adjacent to the Outdoor Recreation Area.