

# **THE DOMAIN CONDOMINIUM**

**Toronto Condominium Corporation No. 1860**

**319 Merton Street, Toronto Ontario M4S 1A5**

## **HOUSE RULES**

**January 2011**

**SCHEDULE "A" TO BY-LAW NO.1**  
**OF TORONTO STANDARD CONDOMINIUM CORPORATION (T.S.C.C.) NO. 1860**  
**THE DOMAIN**

**RULES AND REGULATIONS**

**Refer also to the complete T.S.C.C. NO. 1860 Domain Declaration and By-laws**

**PREAMBLE**

The embodiment of Condominium living is "the communal" aspect of both ownership and lifestyle. The purchase of your residential Unit brings with it the right of use and undivided common ownership of various Facilities, portions of buildings and grounds which are to be used in common and maintained in common with your fellow Condominium Unit Owners.

The Board of Directors is aware of the investment that you have made in your Condominium unit and of the pride of ownership that each Unit Owner has. This Condominium Corporation, like every community, must have rules and regulations to govern the conduct and affairs of its members, and these rules are a reflection of the mutual co-operation, consideration and respect that should be shown by each Unit Owner to his neighbours.

It is incumbent upon the Board of Directors to ensure an appropriate regime of rules are enacted to enhance the proper management, operation, use and enjoyment of all portions of the Condominium Corporation by its residents. The Board is empowered by the *Condominium Act, 1998* (the "Act") to make rules respecting the use of the Common Elements, to promote the safety, security or welfare of the owners, or of the property, or for purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements and of the Units.

The rules extend not only to our present and future Owners, but to Tenants, Residents and their families, Guests, invitees and/or agents all as provided in Sections 119(1) and (4) of the Act. The Act gives the rules force and effect by the imposition of certain duties, namely: (i) the Corporation has a duty to effect compliance by the Unit Owners of the Act, the Declaration, by-laws and the rules; (ii) each owner is bound to comply with the Act, Declaration, bylaws and rules; and (iii) every owner has a right to compliance by other owners with the Act, Declaration, by-laws and rules and can further require the Board of Directors to enforce other Unit Owner's compliance with the Act, Declaration, by-laws and rules in accordance with the Board's duty.

Ultimately, the Board of Directors is empowered to enforce the rules by way of an application to the courts pursuant to Section 134(1) of the Act, whereby the court may direct performance of any duty, rule or obligation found within the Act, Declaration, by-laws and/or the rules.

Unit Owners are urged to familiarize themselves with the attached rules as you, your family, your Guests or any invitees or agents visiting or residing within your unit must comply with the rules. It is in your best interests to have a working knowledge of the rules in order to ensure your Condominium is a pleasant, safe complex which offers the maximum enjoyment and usage of its Facilities. The rules adopted by the Board are rather comprehensive. It is not intended that Unit Owners be burdened with a multitude of overly detailed and incomprehensible duties and obligations that are difficult to both remember and enforce. However, the enclosed rules are viewed as both logical and for the most part, a matter of common sense. They have been designed to enhance and further the concept of Condominium lifestyle.

As previously stated in the preamble, the Board of Directors may, upon its own initiative, or upon requisition by the required number of Unit Owners, hold a meeting to adopt or amend the rules. Therefore, the following rules are not "cast in stone" and the decision as to whether you, as Unit Owners, feel the rules are appropriate or create a proper regime for Condominium living, is entirely up to you. Some items contained within the rules are strictly a matter of taste and convenience, subject to the wants and wishes of the demographic group which presently resides within this Condominium Corporation. Therefore, an attempt to find a neutral formula has been made, which is intended to be acceptable to the various demographic groups purchasing within this Condominium and the Board of Directors may, from time to time, amend the rules to incorporate any individual points of style or tastes as the constituency desires.

The rules are divided in categories which are consistent with the areas of concern typically arising out of the Condominium lifestyle, including such categories as PETS, FIRE SAFETY, ELEVATORS, PARKING, use of recreational FACILITIES, NOISE, etc. Therefore, you are encouraged to take the time to read the rules to gather some sense of how this Condominium should operate.

In the event that you have any concerns with the rules contained within this document, you are encouraged to speak to your Board of Directors or to your Property Manager to either clarify any outstanding concerns or bring to the attention of the Board of Directors any item which may have been overlooked.

## **I. DEFINITIONS**

All terms of which the first letter is capitalized shall have the same meaning as set out in the Declaration, unless otherwise defined herein.

### **1. Act**

Shall mean the *Condominium Act, 1998 S.O., 1998, c. 19* and all amendments thereto and for the purposes of clarity, the use of similar terms within the rules as those found within the Act shall have the same meaning given to them within the Act.

### **2. Amenities – see Facilities**

### **3. Board**

Shall mean the Board of Directors of the Condominium Corporation elected pursuant to the provisions of the Act.

### **4. Common Elements (also Common Areas)**

Shall mean all the property except the Units, as more particularly described in the registered plan of description of the Condominium Corporation.

### **5. Condominium and/or Corporation**

Shall mean T.S.C.C. No. 1860 (The Domain).

### **6. Declarant**

Shall mean Monarch Domain Development Limited and its successors and assigns.

### **7. Declaration**

Shall mean the Declaration of T.S.C.C. No. 1860.

### **8. Facilities (Refer also to Amenities)**

Shall mean the separate change rooms for male and female use containing lockers, showers, lavatory and sauna Facilities; the indoor swimming pool and whirlpool; the exercise room; the

party room with kitchen, bar and dining area; the dining room with kitchen; the billiards room; the courtyard garden, P1 fireside lounge and library; the lobbies and hallways; the car wash bay unit; the bicycle rooms; the storage locker units; the management office; and other interior common areas designated for use in common by residents of the Condominium, and those parts of the above grade exterior common areas of the Corporation (other than exterior components or parts of buildings and areas otherwise designated by the Declaration as an "exclusive-use common area" reserved for the exclusive-use of any Owner) designated for use in common by the Owners, Residents and Guests of the Owners and Residents (including all chattels, equipment and machinery necessary to operate and maintain the Facilities).

#### **9. Guest**

Shall mean any person on the premises as the invitee, licensee, employee or contractor of any Resident.

#### **10. Manager**

Shall mean the property management company, its agents, employees or licensees as the context requires.

#### **11. Owner**

Shall mean the registered Owner of a Unit within this Corporation.

#### **12. Parking Unit**

Shall mean any Unit designated by the Declaration to be used for parking purposes.

#### **13. Resident**

Shall mean an Owner, Tenant or any other person residing in or occupying a Unit within this Corporation.

#### **14. Storage Locker Unit**

Shall mean any Unit designated by the Declaration to be used for storage purposes.

#### **15. Tenant**

Shall mean lessees of the Units within this Corporation.

#### **16. Unit**

Shall mean a Unit as defined in the Declaration of the Corporation.

**N.B.** The use of the masculine gender shall, as the context demands, include the feminine gender, and the use of singular shall necessarily include the plural whenever the context demands.

### **II. OCCUPATION AND USE OF THE UNITS AND COMMON ELEMENTS**

**1.** Each Owner shall arrange for the payment of his proportionate share of the common expenses by such means as the Board shall determine from time to time. This payment will be made in equal monthly payments on the first day of each and every month. (Refer to By-law No.1 Article XI)

**2.** Each Owner shall make payment for the monthly common expenses to the Corporation either by a pre-authorized chequing arrangement, or by forwarding to the Corporation a series of post-dated cheques dated the first day of each month, covering their proportionate share of the monthly common expenses.

3. Any costs to the Corporation for banking administration fees or charges as a result of arrears of an Owner's monthly common expense payments shall be borne and/or paid for by such Owner, and may be recovered by the Corporation against such Owner in the same manner as common expenses.

4. Arrears of payments required to be made under the provisions of Article XI shall bear interest at the rate of twenty (20%) per annum or such other rate as the Board may by resolution determine and shall be compounded monthly until paid.

5. In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him for a period of fifteen (15) days, the Board may bring legal action for and on behalf of the Corporation to enforce collection thereof and shall add these costs to any amount found due.

## **General**

6. All Owners shall provide the Board with the names and business and home telephone numbers of those who reside within their Unit and the name and address and telephone number of a person who may be contacted in the event of an emergency. Updates of such information shall be provided to the Board within 5 business days of any change of information

7. No unlawful, illegal, improper or offensive use or conduct shall be permitted in or made of any Unit or any portion of the Common Elements. Without limiting the generality of the foregoing, all Owners, Residents, and their Guests shall comply with all municipal and other zoning ordinances, and any other by-laws, rules, regulations, ordinances and legislation of all government authorities and/or agencies having jurisdiction over the Condominium Corporation.

8. No Owner or Resident shall use the landscaped portions of the Common Elements for any activity, including without limitation games, group activities, cookouts, barbecues or family gatherings which in the sole opinion of the Board or the Manager creates a nuisance, annoyance or undue source of unwanted sound for any of the other Residents or if, in the sole opinion of the Board or the Manager, such activity would create an inconvenience for the Manager.

9. An Owner shall take all reasonable steps to ensure that the Residents and his Guest(s) (and the Resident shall take all reasonable steps to ensure that his Guest(s)) comply with the Act, the Declaration, the by-laws and the rules in force and effect, and the Owner and/or Resident shall be responsible to fully reimburse or indemnify the Corporation for all losses, liabilities, suits, claims, actions or damages of any nature, financial or otherwise arising from the conduct of the Owner, the Resident or Guest of a Unit, upon the Units or Common Elements within this Corporation.

10. Alterations to Units: (Refer to Declaration Article IV UNITS 1. (j))

- a) No Owner shall, without the prior written consent of the Board, make any structural change or alteration in or to his Unit.
- b) The exterior face of all drapes, curtains or other window coverings which are visible from the exterior of the Unit shall be white or off-white.

11. All costs, damages, liabilities, suits, claims or losses suffered or incurred by the Corporation, including without limitation increased insurance premiums, cleaning charges, or repair charges for any Unit or the Common Elements arising from any violation of these rules, may be recovered

against the offending Owner and/or Resident, and may be collected in the same manner as common expenses.

**12.** A person responsible for a spill, stain or mess in the Common Elements shall clean it up immediately. If the person cannot do so properly, he shall advise the Manager as soon as possible, and shall reimburse the Corporation for the costs of having the spill, stain or mess, cleaned up, or if necessary the cost of replacement of the Common Element.

**13.** No one shall leave any debris, refuse or garbage in the Common Elements (including those of which the person has the exclusive-use), except at times and in locations designated by the Board or the Manager.

**14.** Smoking is prohibited in all non-exclusive-use Common Element areas.

**15.** No person shall damage, change or litter upon any of the landscaping contained within the Condominium Corporation.

**16.** No one may add to or change the planting of flora or landscaping in any part of the Common Elements or Exclusive-Use Common Areas without prior Board approval.

**17.** All Residents and Guests shall endeavour to use the paved walkways or the driveway when entering or leaving the buildings and to avoid crossing softscaped lawns or landscaped areas.

**18.** Subject to the Declaration, the by-laws, any agreements authorized by the by-laws or these rules, no one may obstruct any sidewalk, passageway, walkway, driveway or laneway, or use any of them except to travel to or from the Units or the Common Elements. No one shall put anything in the interior corridors immediately adjacent to Units or stairwells.

**19.** No mats, footwear or signs may be left outside Unit doorways, or placed anywhere in the Common Elements, including exclusive-use Common Elements.

**20.** With the exception of a Mezuzot, affixing any item to the suite doorway must have prior approval by the Board or Manager. No door knockers, door bells or decorations (whether permanent or seasonal) shall be placed upon the exterior of the door providing access to the Unit, including any door to a Balcony, Patio or Terrace without prior written approval of the Board of Directors.

**21.** No resident may install an audible alarm within a Unit.

**22.** No one may hold a sale of personal property (e.g. by auction or "in house" garage sale) in a Unit or elsewhere in the building or lands which form part of the Common Elements without the prior written consent of the Board.

**23.** Residents shall not lend or give keys or any other means of access to their Unit or Common Elements to any person other than a Resident.

**24.** Residents shall not permit non-Residents to enter the buildings, unless that person is a Guest of the Resident.

## **Bicycles**

- 25.** Owners' and Residents' bicycles are to be registered with the Manager to reserve a bicycle rack in one of the secure bicycle rooms (on levels P1, P2, P3, P4). A bicycle tag with a unique reference number will be assigned for each bicycle.
- 26.** Owners and Residents must arrange with the Concierge for storage instructions of their Guests' bicycles.
- 27.** Bicycles are not to be parked or locked against fences or on the Common Elements.
- 28.** The storage of bicycles is not permitted on Balconies, Patios or Terraces.
- 29.** Bicycles are not permitted in elevators or any interior portion of the Corporation which has been finished with interior finishings and coverings.
- 30.** Unless there is prior written approval by the Board, only bicycles are permitted to be stored in the bicycle rooms. Any other item will be confiscated and disposed of by Management.
- 31.** Residents may pay a reasonable rental fee for the use of the bicycle rooms and racks; such fee to be set by the Board at its sole and absolute discretion from time to time.
- 32.** Residents moving out of the Condominium must clear their bicycles from the bicycle room(s) before departing.

## **Storage Locker Units (Refer also to PESTS)**

- 33.** Residents shall not store hazardous material(s) in their Storage Locker Unit. For the purposes of these rules, the term "hazardous materials" shall mean any materials defined by provincial or federal legislation as being hazardous, or any material deemed by the Board, in its sole and absolute discretion, to be hazardous, and not to limit the generality of the foregoing, gasoline, natural gas, propane, butane, gas tanks, natural gas tank, propane tanks, butane tanks, charcoal and any other flammable or combustible liquids or gases shall be deemed to be hazardous for the purposes of these rules.
- 34.** All items must be stored within the Storage Locker Unit and not on its' top, or outside of the locker. If items are stored outside of the Storage Locker Unit, these will be confiscated by Management.
- 35.** Mobile storage units or cubes are not allowed on the Corporation's premises.
- 36.** Residents using the Storage Locker Units bear the risk of theft or loss.
- 37.** Residents moving out of the Condominium must clear their Storage Locker Unit before departing.
- 38.** Residents may rent lockers from the Corporation. See the Manager for details.
- 39.** Any resident choosing to rent or sell their Storage Locker Unit may advertise on the bulletin board in the P1 Recycling Room.

### **III. NOISE (Refer also to PETS, BALCONIES, FACILITIES)**

1. No Owner or Resident or Guest shall create, permit or suffer the creation, causing or continuation of any sound, noise or nuisance which, in the sole opinion of the Board, disturbs or interferes with the comfort or quiet enjoyment of the property by any Owner or Resident.
2. No Owner shall allow or cause to be allowed any hard floor area in a Unit, except the kitchen and bathroom, to be less than sixty-five percent (65%) covered by carpeting or rugs. All flooring materials to be used or utilized by Unit owners shall be in accordance with the noise transmission prevention requirements pursuant to the *Ontario New Home Warranties Plan Act*, as amended, and all rules and regulations thereunder.
3. Repairs, hammering, drilling or any such work or activity which when performed creates noises or disturbances, shall only be permitted between the hours 9:00 A.M. and 8:00 P.M., Monday to Friday and between the hours of 12:00 P.M. and 6:00 P.M. on Saturdays, Sundays and statutory holidays.
4. No Owner or Resident shall use or permit the use of any fire crackers or other fireworks in or upon the Common Elements or Units.

### **IV. PETS**

#### **Definition of Pet, and Pet allowances**

1. A "household pet" or "pet" is defined as a dog, domestic cat, caged bird or fish, or any other animal that the Board may designate as a pet in its sole discretion, from time to time.
2. Subject to #4 below, Residents may keep two pets per Unit. However, not more than one of these shall be a dog, unless the Resident requires a seeing-eye dog, guide dog, a dog to assist the hearing impaired or a dog to assist the physically challenged.
3. In no event shall a pet weighing in excess of thirty (30) pounds/fourteen (14) kilos be kept in a Unit.
4. Where a female pet has given birth, the maximum nursery period allowed shall be six weeks. At the end of the six week period, the Resident shall have an additional 14 days to arrange for the accommodation of the excess pets.
5. The breeding of any type of animal, fish or fowl for sale is strictly prohibited.
6. No dangerous animal shall be permitted to enter or reside within this Corporation at any time. Pit Bulls or Pit Bull Cross dogs are deemed to be dangerous animals under the Ontario Statute Law Amendment Act, 2005, and therefore not permitted to be kept in a Unit according to the rules. Without limiting the generality of the foregoing, the Board, in its sole and unfettered discretion, after receiving a written complaint alleging the viciousness of a pet, may deem such to be dangerous and require the immediate removal of such pet from the Corporation.

#### **Responsibility of Pet Owners**

7. Each Owner or Resident keeping a pet in his Unit shall register the pet with the Manager, which registration shall include a description of the species of the pet(s), breed, colour, weight, and any other distinguishing features of the pet, including a photograph of the pet.

- 8.** No pet shall be permitted to make excessive noise. "Excessive noise" shall be such noise, as determined by the Board, which reasonably annoys or disturbs any other Resident.
- 9.** When bringing your pet into an elevator that is occupied, always ask permission of the occupants before entering the elevator with your pet, considering some Residents may have allergies to, or a fear of, animals.
- 10.** In the event of an emergency in this building (such as a fire) the Resident owner of the pet shall have the full responsibility to care for his pet and guarantee its safety, as well as control its actions, and prevent it from interfering with Emergency Services' efforts.
- 11.** All Residents and Owners must comply with the laws of the Province of Ontario or the applicable by-laws of the local municipality with respect to the keeping of dogs and other pets.
- 12.** Any soiled litter created in the clean-up of the defecation of a pet must be well wrapped and deposited in the garbage bin in the P1 Recycling Room, and under no circumstances shall the said soiled litter be put within the garbage chute, nor flushed down any toilet.
- 13.** Residents shall not permit their pet(s) to soil or damage any part of the Common Elements or Units whether by waste, defecation, urination or otherwise. If such soiling or damage occurs, the pet's owner shall immediately rectify the damage or remove the excrement. If the Resident does not remove the excrement, the Manager shall have it removed and the Resident shall be liable for a \$50.00 removal charge which may be collected in the same manner as Common Element expenses.
- 14.** All damages occasioned by a pet to the buildings, grounds, floors, walls, trims, finishes, tiles, carpeting, stairs, landscaping or any other portion of the Common Elements shall be the full responsibility of the Resident owner of the pet and the said Resident shall fully reimburse the Corporation for the cost of the repair, replacement and renovation thereto.

#### **Limitations to Pet access**

- 15.** No pets shall be permitted outside of a Unit where it resides or anywhere upon the Common Elements, except in the custody of the Owner and/or Resident and upon a short leash.
- 16.** Pets are not permitted within the Facilities or Amenities.
- 17.** Pets must be kept controlled on a short leash when travelling upon and/or through the interior non-exclusive-use Common Elements.
- 18.** Pets shall not be exercised in the lobbies, corridors, stairways, garages, footpaths, grounds, pavements or any other portion of the non-exclusive-use Common Elements within this Corporation.
- 19.** Notwithstanding #12 above - with the exception of the Dog-Friendly Zones indicated - Residents shall not allow their pets to vomit, defecate or urinate in the building or on the lawns, trees, gardens or property which are inside of the City of Toronto sidewalk perimeter. Refer also to House Rule Section II #11 Occupation and Use of the Units and Common Elements.
- 20.** No Guest shall be permitted to bring any pet onto the Corporation, other than a guide dog for the visually impaired, hearing impaired or the physically challenged.

## **Consequences for Pet Owners**

**21.** No household pet deemed to be a nuisance by the Board or Manager may be kept by a Resident. If the Board receives a complaint regarding the noise level, general disturbances, waste or damage caused by a pet, it shall notify the pet's owner of the complaint. This notice shall constitute a "first warning". The Board shall give the Resident a sufficient period of time in which to rectify any previous non-compliance of the rules (insofar as this is possible) and show compliance (including taking measures to prevent his pet from causing such waste, noise or nuisance) with the rules governing the keeping of pets within this Condominium. A Resident who fails to comply with the rules after being provided with "first warning" will thereafter, at the sole discretion of the Board and/or Manager, receive written notice requesting the permanent removal of the pet from the Corporation and the Resident owner of the pet must comply with the request for such permanent removal within two weeks from receiving written notice thereof.

## **V. PARKING (Refer also to CAR WASH BAY UNIT)**

### **General**

- 1.** Motor vehicles may only be driven on Condominium's road surfaces and parking lots, at a speed not to exceed the maximum posted speed. Unless otherwise posted, the maximum vehicle speed is 10 km/hr.
- 2.** When entering the garage, drivers must not attempt to follow the car immediately ahead of them without activating the security door themselves. Drivers who try to pass through an open garage door without activating it bear the responsibility for damage or injury caused by collision with the garage door.
- 3.** Everyone shall activate the headlights of their vehicle when entering the underground parking garage or when operating a vehicle within it.
- 4.** If a driver must help a person incapacitated by age, handicap, injury or illness to enter or exit the buildings, he or she may leave his or her vehicle unattended while doing so, provided that in so doing no fire route is obstructed by the unattended vehicle.

### **Registration**

- 5.** Each Resident shall provide to the Corporation all information pertaining to motor vehicles operated by himself and other Residents or occupants of his Unit(s), including the license number of all motor vehicles driven by the occupants of the Unit and the Parking Unit number which said motor vehicles are allowed to park in by virtue of ownership or lease of same.
- 6.** All motor vehicles operated by a Resident or Guest, within either the parking garage or any road or driveway on the property must be registered at the management office or with the security personnel, as determined by the Board.
- 7.** The purchasers or lessees of a Unit must register with the Manager before moving in, to obtain keys or other devices required to gain access to the Parking Unit. To register, a vehicle owner must fill out a form giving the Manager his or her name, address and telephone number, and the vehicle's make, model, year, colour and licence plate number. Any changes to this information must be reported immediately to the Manager.

- 8.** A Parking Unit shall be used only for the parking of permitted motor vehicles, which include cars, station wagons, family passenger trucks, four-wheel drive passenger vehicles, family passenger vans, and motorcycles. Storing or parking anything else on the Parking Unit is prohibited.
- 9.** Any Resident proposing to lease a Parking Unit to any other person permitted by the Declaration to lease such Parking Unit, must provide the Corporation with an information form on behalf of the proposed lessees, along with a copy of the leasing agreement for the Parking Unit.
- 10.** Residents may only park in Parking Units either leased or owned by them.
- 11.** Any vehicle found abandoned on the property may be ticketed and towed away.

### **Restrictions**

- 12.** Except for the immediate pick-up or delivery of people, vehicles may not be parked or stopped anywhere that is not set aside for parking. Parking in any prohibited area may result in the immediate removal of the offending vehicle at the Resident's expense.
- 13.** No one may park a motor vehicle so as to create, in the opinion of the Manager or Board, a safety or security hazard or any danger of property damage, arising from either the place of the vehicle, the duration of stay or the vehicle's condition. No one may park a motor vehicle so as to create, in the opinion of the Manager or Board, a safety or security hazard or any danger of property damage, arising from either the place of the vehicle, the duration of stay or the vehicle's condition. The Corporation may have the vehicle towed away at the Resident's expense, recoverable in the same manner as Common Element expenses.
- 14.** No Resident shall be permitted to place, leave, park or permit to be placed, left or parked in or upon the Common Elements or within any Parking Unit, any private passenger vehicle fuelled by liquid or gaseous propane or natural gas.
- 15.** No trailers, campers, boat trailers, truck, boat, recreational vehicle, mechanical toboggan, snowmobile, commercial vehicle or mechanical equipment may be parked in a Parking Unit, unless authorized in writing by the Board.
- 16.** If a vehicle breaks down anywhere that would obstruct free vehicle movement, the driver shall immediately get his vehicle out of the way, notify the Manager of the break-down and arrange to have the vehicle towed as soon as possible. Tow trucks or similar service vehicles fuelled by liquid or gaseous propane or natural gas are not permitted in the underground parking garage.
- 17.** No vehicle repairs, other than such minor emergency repairs as a tire change or the addition only of oil, coolant or other fluids, shall be performed anywhere on the property. Residents shall be responsible for any stains or damage caused by the leaking of oil, gasoline, coolant, windshield wiper fluid or other operational fluid.
- 18.** The car wash bay unit is the sole acceptable area designated for washing cars and is for the use of Residents only.
- 19.** No one shall empty their vehicle ashtrays or leave any other litter from their vehicle anywhere but in designated garbage areas.
- 20.** No smoking is allowed in the parking garage.

**21.** No items are to be stored on the Parking Unit. If items are stored on the Parking Unit these will be confiscated by Management.

### **Visitors/Guests**

**22.** When space is available, visitors may park in the designated parking on P1 garage level in a parking space marked with a "V". The visitor must register his car with the Concierge.

**23.** Each visitor will be limited to seven (7) overnight parking permits per month. If a Resident requires additional overnight parking for their visitor(s) the Resident must request this through the Manager. The Manager will review such requests on a case-by-case basis, and reserves the right to refuse any such request.

**24.** The Corporation is not responsible for any loss of or damage to a visitor's motor vehicle or personal property.

**25.** There shall be no parking in any visitor's parking spaces between the hours of 2:00 A.M. and 7:00 A.M. without a permit issued by the Manager, on behalf of the Board.

### **VI. USE OF BALCONIES, PATIOS, TERRACES "exclusive-use Common Elements" (Refer also to NOISE)**

**1.** A Resident shall not do, nor permit anything to be done, on the Common Elements, including exclusive-use of Common Elements appurtenant to a Unit nor bring nor keep anything thereon, which will in any way increase the risk of fire or the rate of fire insurance.

**2.** The use of barbecues is not permitted on Balconies, Patios, Terraces or any other parts of the Common Elements.

**3.** Balconies, Patios and Terraces shall not be used for storage, unless otherwise provided for in these rules. No installation shall be made upon same without the written permission of the Board.

**4.** Where a Resident has placed seasonal furniture upon any part of the exclusive-use Common Elements appurtenant to his Unit such furniture shall be of a good quality.

**5.** No ceramic or other tiling or carpets are permitted to be adhered to the Balcony surface. No one shall apply paint to anything outside his Unit without the written permission of the Board. Nothing can be permanently affixed to any wall or surface of the exclusive-use Common Elements.

**6.** Nothing shall be placed on the outside of a window sill, projection, Balcony, Patio, Terrace or railing, chair railing, deck railing or elsewhere without the prior written permission of the Board.

**7.** Except as provided in the Declaration, no one may erect any awning, shade, screen, enclosure or structure upon any window, Balcony, Patio or Terrace without prior written permission from the Board.

**8.** No one may place any advertising signs or banners, nor any television or radio antenna, satellite dish or any similar device on any part of the Common Elements, other than the Declarant.

**9.** Nothing shall be discarded or permitted to fall from any window, stairwell, Balcony or Terrace and the responsible Owner shall reimburse the Corporation for the costs any clean up, repair or replacement required as a result of a breach of this rule.

**10.** Feeding of birds and/or animals is strictly prohibited from Balconies, Patios or Terraces, windows, or on Common Areas.

**11.** No one may shake or beat a mop, broom, rag, rug, mat or bedding from any door, window, stairwell, Balcony, Patio or Terrace and the responsible Owner shall reimburse the Corporation for the costs of any clean-up required as a result of a breach of this rule.

**12.** No one may hang or dry clothes on a Balcony, Patio or Terrace or elsewhere outside their Unit. No clothes line or other device intended to be used for the drying of clothes shall be erected on the Common Elements, including any exclusive-use Common Elements appurtenant to a Unit.

## **VII. GARBAGE DISPOSAL and RECYCLING (Refer also to PETS)**

Every suite floor in the building has a garbage chute room, located near the elevators. The Recycling Room for the building is located on the P1 level off of the main hallway. In addition to recyclable garbage, there is also a facility to dispose of used clothing and furnishings.

**1.** No garbage is to be placed in the garbage chute between the hours of 10:30 P.M. and 7:30 A.M. so as to permit the quiet enjoyment by Residents of residential suites adjacent to the garbage chute room.

**2.** No garbage or any item is to be left at any time in the garbage chute room.

**3.** No Resident shall permit any burning material, including burning cigarettes, cigars or material of any sort to be deposited in the garbage chute room and/or the garbage chute.

**4.** No Resident shall deposit any garbage within a garbage chute that is not contained within an adequate garbage bag, and that won't freely slide down the chute.

**5.** All garbage must be properly bound, packaged, bagged and sealed to prevent any undue odour, mess or damage during its descent within the garbage chutes.

**6.** All garbage must be firmly pushed down a garbage chute and not left within the container at the opening of the chute.

**7.** Residents must break down and bind all large containers and shall place them in the appropriate bin in the P1 Recycling Room. All glass items of any form whatsoever shall be placed in the P1 Recycling Room bins.

**8.** Any oversized items or fragile garbage must be deposited in the P1 Recycling Room in the indicated area.

**9.** Recyclable clothing and furnishings can be deposited in the P1 Recycling Room charity bin which is marked for such items.

**10.** Everyone is encouraged to comply with recycling programs by using the recycling bin(s) located in the Recycling Room on P1.

### **Garbage Chute Sorter Operation**

The Domain has tri-sorter garbage chutes. Garbage and recyclable materials should be put down the applicable chute.

**Rubbish and Recycle Lights:**

When no light is lit, the default route of the garbage chute is to the rubbish bin.

To dispose of recyclables (except glass and cardboard which should always be taken directly to the P1 Recycling Room) press the recycle button and wait for it to light up. If it doesn't light up the recycle bin is either full or is outside for collection. If the recycle light doesn't come on please hold your recyclables until later or deliver to the P1 Recycling Room.

Recycle light should stay on for 20 seconds; the light will start to flash 5 seconds before it turns off. If the recycle light stays lit longer, please report it to Security.

When the recycle light is on, anything thrown down the chute will be diverted to the recycle bin at the bottom of the chute. If for any reason the recycle light is on, do not put rubbish down the chute; only recyclables. Try again later or take it to the recycler room and leave it separately on the floor. The cleaning staff will transfer it to the proper rubbish/garbage bins outside.

This also applies to oversized items and large bags of garbage. Deliver them to the Recycling Room to avoid chute blockage/damage.

**11.** Installation of garbarators or garbage disposal units is not permitted within any Unit.

**Pests**

**12.** No one may allow his Unit or Storage Locker Unit to become infested with pests, vermin, insects or rodents. Residents shall report such infestation immediately to the Manager and shall provide access to their Units to have the pests, vermin, insects or rodents exterminated. Anyone failing immediately to report the infestation of his Unit or failing to provide access to it shall pay the costs of repairing any damage caused by such failure, including increased extermination costs.

**VIII. MOVING (Refer also to ELEVATORS)**

**1.** Purchasers or lessees of a Unit must register with the Manager prior to moving in, at which time arrangements will be made for reserving use of an elevator and the loading dock for purposes of moving. A refundable damage deposit cheque will be collected from the applicant and returned after the completion of the move when an inspection of the facilities will be reviewed by Security personnel or Management.

**2.** The hours of use and date of moving shall be fixed in advance by arrangement with the Manager. No moves will be permitted on Sundays or on Statutory holidays.

**3.** All items in the nature of furniture, equipment, fixtures or otherwise shall be moved into or out of the building situate within the Condominium Corporation by way of an elevator car designated as the moving elevator within the building.

**4.** Conditions may be imposed by the Manager, at its sole discretion, upon any new Resident with respect to the moving arrangements, so as to accommodate the ongoing quiet enjoyment of the Condominium Corporation building by its Residents.

## **IX. FIRE SAFETY AND HEALTH REGULATIONS (Refer also to STORAGE LOCKER UNIT and PESTS)**

**Refer also to the Office of the Ontario Fire Marshall (<http://www.gov.on.ca/OFM>)**

- 1.** No Owner or Resident shall do, or permit anything to be done, in their Unit or any portion of the Common Elements for which they have exclusive use, or bring or keep anything within their Unit which will in any way increase the risk of fire or rate of fire insurance premiums on any building, or on property kept therein, or obstruct or interfere with the rights of any Owners or Residents, or in any way to annoy them, or conflict with the regulations of the relevant fire department, or with any insurance policy carried by the Corporation, or which will 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 statutes of the regulation.
- 2.** No Resident unless duly authorized by the Condominium Corporation shall disconnect, tamper with, alter or repair any fire warning system, heat sensing system and/or engineering alarm system within the Corporation.
- 3.** No one may store coal, charcoal or any combustible (e.g. propane or butane gas tanks, etc.) or offensive materials anywhere on the Condominium including, without limitation, within a Unit.
- 4.** No Resident shall overload the existing electrical circuits within the Corporation. It is incumbent upon each Resident to ascertain whether any domestic appliance used within their residential Unit shall cause the overloading of the Corporation's electrical circuits.
- 5.** Any costs relating to damage occasioned by the overloading of the aforesaid circuits shall be borne by the Resident of the Unit in which the damage was initiated and/or occurred.
- 6.** All water closets, toilets, sinks, drains or any portion of any plumbing or mechanical system within the Corporation shall only be used for such purposes, and in such a manner, for which they were designed and constructed, and in addition, no sweepings, garbage, rubbish, rags, ashes or any other materials of any sort which might either by their inherent nature obstruct or otherwise damage the plumbing system and/or mechanical system shall not be deposited therein.
- 7.** The cost of repairing any damage resulting from the contravention of the above or by the continuing misuse or unreasonable use of the aforesaid Facilities shall be borne by the Resident who caused or suffered such damage to occur.
- 8.** Water shall not be left on unless it is in actual use.
- 9.** Each Resident shall comply with the following rules with respect to the installation or maintenance of any dishwasher, washing machine and/or clothes dryer:
  - (a)** any washing machine and/or dishwasher shall be equipped with a nylon reinforced hose (which hose supplies hot and cold water to the aforesaid machine) which shall be designed for a minimum burst pressure of 190 kg per square centimetre (1000 PSI) or greater as the manufacturer of same may specify, and which is designed in addition, to withstand 180 degrees Fahrenheit;
  - (b)** after using the washing machine, each Resident and/or Guest shall immediately turn off the supply taps to both hot and cold water;

(c) all costs incurred by damage or loss to the Corporation and/or any other Unit Owner resulting from flooding caused by the bursting of any inadequate or poorly installed hoses and/or mechanical connection to the water supplies, shall be borne by the Resident of the Unit from which the aforesaid damage was occasioned or initiated; and

(d) lint and dust in any clothes dryer lint trap and in any lint trap leading to or forming part of an exterior duct shall be regularly cleared from such areas.

#### **X. ELEVATORS (Refer also to MOVING)**

1. Smoking is strictly prohibited in the elevators, and each Resident is responsible to ensure that their Guests abide by this rule.
2. The emergency buttons and emergency telephones within the elevator cars shall only be used in the event of an emergency.
3. Hazardous Materials, including without limitation, propane tanks, shall not be transported on elevators.

#### **XI. TENANTS: RULES REGARDING TENANCY AND OCCUPATION OF UNITS:**

1. No residential unit shall be used for any "commercial" and/or "transient" use, including, but without limiting its general meaning, any of the following:
  - (i) the carrying on of a business;
  - (ii) hotel or boarding or lodging house use; and
  - (iii) the disposition of an Owner's or tenant's right to occupy the unit whereby the party or parties acquiring such interest or right is or are entitled to use or occupy the unit on a transient use basis or under any arrangement commonly known as time sharing.
2. For the purposes of the Rules, any "transient" use of the unit includes, but without limiting its general meaning, the use or occupancy of a unit for more than one (1) period of less than ten (10) months in any particular period of twelve (12) consecutive months.
3. The initial term of any lease or sublease shall be for a period of not less than three (3) months. All tenancies for units shall be in writing.
4. Within thirty (30) days of entering into a lease or a renewal thereof, and in any event prior to the commencement of the tenancy, the Owner shall deliver to:
  - a) the tenant, copies of the Declaration, By-laws and Rules of the Corporation;
  - b) the Corporation, the name of the tenant;
  - c) the Corporation, the Owner's address for service of notices; and
  - d) the Corporation, a Summary of Lease in Form 5 Min.Reg.49/01 or a copy of the lease in accordance with S.83 (1)(b) of the *Condominium Act, 1998*.
5. Prior to anyone moving into a unit, each Owner, shall complete the Owner's Undertaking and Information Sheet (Schedule "A") and shall ensure that any tenant and/or resident of the Owner's unit complete the Tenant's/Resident's Undertaking and Information Sheet (Schedule "B"), and both must be subsequently revised when required. This information is kept confidential by the Corporation and is necessary for the safety and security of the Residents of the Corporation.
6. Where lease arrangements are with a corporation, partnership or other business entity, as tenant, the resident(s) are to be considered tenant(s) along with the corporate tenant for

purposes of these rules and a change in the resident(s) residing in the unit shall be treated as a tenant taking possession of the unit pursuant to a new lease that must be in compliance with these rules.

**7.** If a lease of a unit is terminated and not renewed, the Owner shall notify the Corporation in writing within seven (7) days thereafter.

**8.** Any person who is engaged in the operation of a commercial or transient use anywhere on the Corporation's 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 a trespasser and entry to or upon the Common Elements may be expressly denied by the Corporation.

**9.** No unit shall be occupied and used for any purpose other than as a private single family residence and no portion of the unit shall be partitioned or subdivided for any other use or for multiple family use as defined according to the City of Toronto Zoning By-law.

**10.** In circumstances where efforts to obtain compliance of the Owner/resident with this Rule are unsuccessful, the Corporation, with the assistance of legal counsel, will enforce this Rule by legal means, including, but not limited to, the termination of the tenancy or license arrangement in accordance with enforcement proceedings pursuant to the Act, and in such event, the Owner shall be directly responsible to reimburse the Corporation for its full legal costs on a substantial indemnity basis as well as all other costs, charges and expenses incurred in relation to the non-compliance of the Owner under Section 134 of the Act.

**11.** For the purposes of these Rules, all references to a lease includes a lease, assignment, licence or any agreement which grants possession to anyone other than the Owner, and all references to a tenant includes a sub-tenant or assignee.

**12.** No tenant may sub-let a unit or assign a lease and an owner may not consent to a sub-lease or assignment, unless the sublease or assignment complies with these Rules as though the sub-lease or assignment was a lease and provided that such sub-lease or assignment will not result in a breach of rule 2 hereof.

**13.** These Rules are applicable to any lease entered into after the effective date of these Rules.

## **XII. SOLICITING**

**1.** No business solicitation or canvassing is permitted within this Corporation.

**2.** No solicitation or canvassing whether by or on behalf of a person, Corporation, or charitable institution (except those charitable institutions permitted by the Board to canvass within the Corporation) is permitted within this Corporation.

**3.** No one shall be permitted to leave mailings, solicitations or other advertising material in front of Residential Units, in the mail room, or in or on any other portions of the Common Elements.

**4.** Notwithstanding anything hereinbefore set out, Section 118 of the Act states that "No corporation or employee or Agent of a corporation shall restrict reasonable access to the property by candidates, or their authorized representatives, for election to the House of Commons, the Legislative Assembly or an office in a municipal government or school board if access is necessary for the purpose of canvassing or distributing election material".

### **XIII. ACCESS CONTROL (Refer also to SECURITY and TENANTS)**

1. No Owner, Resident and/or Guest shall change or permit to be changed, any lock or locks on any doors accessing his Unit, or upon any door situated within the Units or Common Elements, nor place or install any additional lock on any door within the Corporation, other than interior doors within a Unit, without prior written approval of the Manager. If such consent is obtained, the Resident shall thereafter provide the Manager with a key which shall operate the replacement lock and/or new lock. Any change to the locks must be done by the Manager-approved locksmith only.

The costs for any authorized lock-work done by a Resident shall be split (50%/50%) between the Resident and the Corporation. In the event that the Resident has changed locks without written permission of the Manager, all damages and/or costs arising out of an emergency forced entrance by the Manager or Emergency Services into the said locked Unit shall be borne by the Resident and/or Owner of the same.

2. Each Resident, prior to vacating the Unit for any extended period of time including any seasonal vacancy shall arrange for the cessation of delivery of newspapers and/or any form of other deliveries, including mail, and inform the Manager and all security personnel of his vacancy or vacation. Any items which continue to be delivered to the Unit in the Resident's absence may be removed by the Manager, and neither the Manager nor the Corporation shall be responsible for such items which have been delivered to the Unit in the absence of the Resident.

3. In the event that the Resident permits his Unit to be occupied by a Guest during his seasonal absence, vacancy and/or vacation, the Resident shall inform the Manager and/or Board in writing of the names of the proposed Guests, dates of their occupancy and all particulars requested by the Manager. No use of the Unit shall be permitted unless the above-noted conditions have been complied with.

4. The Manager shall, upon reasonable request by a Resident, accept delivery of a mail or parcel to be delivered in the Resident or Tenant's absence. If no specific instructions have been given, the staff shall not accept or receive delivery of any item or piece of mail, whether such mail is in the form of registered mail, or express delivery.

### **XIV. FACILITIES and AMENITIES**

#### **A. General Rules**

1. Each Resident must accompany his Guest in the Facilities or Amenities at all times and ensure that such Guests are fully aware of all rules and regulations.

2. No commercial use of any kind will be permitted in any of the Facilities or Amenities.

3. Children under the age of 16 are not permitted to use the Facilities or Amenities without the supervision of an adult. Higher age restrictions may be applicable in certain areas.

4. The cost of any damage to the Facilities or Amenities by a Resident and/or Guest will be the responsibility of the Resident.

5. No smoking is allowed in any of the Facilities or Amenities.

6. Boisterous behaviour of any sort including yelling, running or rowdiness and other general forms of misconduct are not permitted within the Facilities or Amenities at any time. Any person who commits same may be ejected from the Facilities by Security. The Manager shall have unfettered discretion to determine what constitutes boisterous behaviour.

7. The maximum number of people permitted in using any room situated within the Facilities or Amenities shall be in accordance with signs posted in such room, with the signs stating the maximum capacity of the rooms in accordance with local fire authorities' regulations or by-laws.

8. All persons using the Facilities or Amenities do so at their own risk.

9. Unless expressly permitted elsewhere in these Rules, no music shall be played through speakers if such music is likely to interfere with another Resident's use and enjoyment of the Facilities or Amenities, as determined by the Board in its sole and absolute discretion.

10. The times of operation of all Facilities or Amenities will be provided by the Board of Directors and these may be altered from time to time at the sole and absolute discretions of the Board.

#### **B. Car Wash Bay Unit (P4 level, East building)**

1. The Car Wash Bay Unit is for the use of Residents only.

2. The Car Wash Bay Unit shall be kept in a neat and tidy manner by each person using such area.

3. Any Resident using the Car Wash Bay Unit shall close the water valve immediately after such person is finished using the Car Wash area, and rewind the water hose.

4. Maintenance of vehicles is strictly forbidden in the Car Wash Bay Unit.

5. Garbage should be deposited in garbage receptacles located at the entrance to each building's elevator lobby.

#### **C. Billiards and T.V. Room (G level)**

1. The use of these Facilities are governed by the terms of the Declaration, and the Rules, and the rooms may only be used by those parties and for such purposes contemplated by the Declaration of the Condominium and in accordance with all applicable law and regulations.

2. In the case of the pool table, guests must be accompanied by a Resident.

3. Music may be played in the billiards room but shall not be played excessively loudly disturbing residents.

4. Noisy, rowdy or drunken behaviour is prohibited.

5. Drinks, glass containers or food are not permitted to be placed on the pool table or on any equipment.

6. All activities in the billiards room must end by 11:00 P.M., or such other time as determined by the Board from time to time, and the room shall thereafter be immediately vacated by all persons. This is a residential area.

7. Cues without tips are strictly prohibited from being used on the pool table. Broken cues are to be delivered to the Concierge Desk.

8. After finishing with the use of the pool table, the Resident or Guest shall ensure that cues, cue rests and billiard balls are racked and stacked in the proper place, and the cover replaced over the table.

#### **D. Guest Suite Units - two (G level #101 East building, #110 West building)**

The Guest Suite Units are used in agreement with the stated Rules. The employees of the Corporation are not responsible for accidents, lost or stolen property, or any other damages, however caused.

1. Only Residents may reserve this facility.
2. Guests are subject to all of the Corporation's Rules and Regulations. The Guest must sign in with the Concierge upon arrival.
3. The Guest Suite Units are available on a "first-come, first-served" basis.
4. Arrangements to use the Guest Suites must be made with the Concierge. Reservations will not be taken more than twelve (12) months in advance.
5. Full payment by cheque is required from the Resident within forty-eight (48) hours of making the booking, and completing and signing the necessary forms. Cheques are to be made payable to TSCC 1860.
6. Payment is refundable for an unused Guest Suite Unit when the reservation is cancelled at least seventy-two (72) hours in advance of the booked date.
7. Check-in time is 3:00 P.M. and check-out time is 11:00 A.M. the next morning.
8. The rental fee for each Guest Suite Unit is \$75.00 per night or \$450.00 for seven (7) nights. The maximum length of stay and cost for use of the Guest Suite Units may be adjusted by the Board from time to time in its sole and absolute discretion.
9. Upon reservation, a refundable Damage Deposit must be given to the Concierge in the amount of \$250.00, payable by cheque to TSCC 1860. Provided all Resident's obligations are satisfactorily covered, the \$250.00 Damage Deposit will be fully refunded. However, if there is damage to the room or its contents, an amount to cover the cost of repair or replacement will be withheld. The Resident will be held liable for the full cost of the repair or replacement.
10. The Guest Suite Unit key and fob should be picked up from the Concierge Desk by the Resident making the booking.
11. The Guest must check-in with the Concierge. A parking space will be available to the Guest. The Guest's car must be registered with the Concierge and the Parking Permit must be displayed on the dashboard of the car.
12. Upon leaving the Guest Suite Unit, the door is to be locked and the key and fob left with the Concierge.
13. There is a \$30.00 replacement-charge for a lost key, or fob. An additional charge may be applied for the changing of the Guest Suite Unit's door lock if necessary. The replacement charge may be adjusted by the Board from time to time in its sole and absolute discretion.

**14.** The Resident is responsible for damage caused to the Guest Suite Unit. An inspection of the Guest Suite by the Resident accompanied by the Concierge or the Manager is recommended prior to the Guest occupying the Guest Suite Unit and at the end of the Guest's stay.

**15.** A Resident/Guest is required to report any problem within the Guest Suite Unit to the Manager or the Concierge.

**16.** Anyone using a Guest Suite Unit must keep it clean and refrain from behaving in a manner that disturbs other Residents.

**17.** Smoking in the Guest Suite Units is strictly prohibited

### **E. Dining Room (G level, West building)**

The Dining Room is used in agreement with the stated Rules. The employees of the Corporation are not responsible for accidents, lost or stolen property, or any other damages however caused.

**1.** Only Residents may reserve this facility.

**2.** Guests are subject to all of the Corporation's Rules and Regulations.

**3.** Arrangements to use the Dining Room must be made with the Concierge. Reservations will not be taken more than twelve (12) months in advance.

**4.** A Dining Room Reservation Agreement must be completed and signed by the Resident. The applicant must comply with all stipulations of the Dining Room Reservation Agreement.

**5.** No commercial use of any kind will be permitted.

**6.** The Resident agrees to obtain and pay for any and all permits, licences, and consents that may be required in connection with the lease of the Dining Room, and be prepared to present such permits for inspection if so required. No sale of liquor is permitted.

**7.** Upon reservation, a refundable Damage Deposit must be given to the Concierge in the amount of \$100.00, payable by cheque to TSCC 1860. Provided all the Resident's obligations are satisfactorily covered, the \$100.00 Damage Deposit will be fully refunded. However, if there is damage to the room or its contents, an amount to cover the cost of repair or replacement will be withheld. The Resident will be held liable for the full cost of the repair or replacement.

**8.** A separate cheque for \$25.00 must be paid by the applicant for the user-fee of the Dining Room. If the applicant wishes to also rent the dishes, glassware, mugs and flatware, the cheque will include an additional fee of \$15.00. The cost for the use of the Facilities may be adjusted by the Board from time to time in its sole and absolute discretion.

**9.** Payment is refundable if the reservation is cancelled at least seventy-two (72) hours in advance of the booked date.

**10.** No signs pertaining to the event will be permitted in the Common Areas.

**11.** Although music is allowed at a reasonable level, Security will act on all concerns pertaining to noise, in consideration of the Domain being a residential building.

**12.** The event must be confined to the Dining Room only. No food or drink is allowed outside the doors of the Dining Room.

13. All events must terminate, and the premises be vacated, by 11:00 P.M.
14. Exits must be kept free from obstruction at all times.
15. No smoking is permitted.
16. A general clean-up of the Dining Room is the responsibility of the Resident, by 6:00 A.M. the next morning. This includes clean-up of spills, removal of garbage, removal of any items the resident had stored in the fridge/freezer. Also removal of all decorations, party dishes, thus leaving the room and contents in a presentable state.
17. Failure to comply with the Rules of the Dining Room Reservation Agreement and the House Rules governing the use of the Dining Room and Common Areas will result in immediate termination of the event by Security. In such an event the Damage Deposit shall be forfeited.

#### **F. Party Room (G level) (Refer also to Courtyard Garden)**

The Party Room is used in agreement with the stated Rules. The employees of the Corporation are not responsible for accidents, lost or stolen property, or any other damages, however caused.

1. Only Residents may reserve this facility.
2. Guests are subject to all of the Corporation's Rules and Regulations.
3. Arrangements to use the Party Room must be made with the Concierge. Reservations will not be taken more than twelve (12) months in advance.
4. A Party Room Reservation Agreement must be completed and signed by the Resident. The applicant must comply with all stipulations therein.
5. Applications for charged admission events will not be accepted.
6. The intended use of the Party Room must be disclosed at the time of the reservation. Showing of pornographic or other explicit materials is not permitted.
7. No commercial use of any kind will be permitted.
8. The Resident agrees to obtain and pay for any and all permits, licences and consents that may be required in connection with the use of the Party Room and be prepared to present such permits for inspection if so required. No sale of liquor is permitted.
9. Should extra security be required for the event at the discretion of the Manager, the applicable fee will be due, payable the day before the event by a separate cheque payable to the Pillar Security Company. The Manager will advise the Resident of the applicable fee.
10. Upon reservation, a refundable Damage Deposit must be given to the Concierge in the amount of \$200.00 payable by cheque to TSCC 1860. Provided all the Resident's obligations are satisfactorily covered, the \$200.00 Damage Deposit will be fully refunded. However, if there is damage to the room or its contents, an amount to cover the cost of repair or replacement will be withheld. The Resident will be held liable for the full cost of the repairs or replacement.
11. A separate cheque for \$50.00 must be paid by the applicant for the user-fee of the Party Room. If the applicant wishes to also rent the dishes, glassware, mugs and flatware, coffee urn

and kettle, the cheque will include an additional fee of \$25.00. The cost for the use of the Facilities may be adjusted by the Board from time to time in its sole and absolute discretion.

**12.** Payment is refundable if the reservation is cancelled at least seventy-two (72) hours in advance of the booked date.

**13.** No signs regarding the event will be permitted in the Common Areas.

**14.** Although music is allowed at a reasonable level, Security will act on all concerns pertaining to noise, in consideration of the Domain being a residential building.

**15.** The event must be confined to the Party Room only. No food or drinks are allowed outside the doors of the Party Room, with the exception of the use of the courtyard garden. If the courtyard garden is used by the Residents and Guests during the event, all rules of the Party Room extend to the courtyard garden with particular attention to preserving surrounding residents' quiet enjoyment of their home.

**16.** All events must terminate, and the premises be vacated, by 11:00 P.M.

**17.** Exits must be kept free from obstruction at all times.

**18.** No smoking is permitted.

**19.** A general clean-up of the Party Room is the responsibility of the Resident and must be done by 6:00 A.M. the next morning. This includes clean-up of spills, removal of garbage, and removal of any items the resident had stored in the fridge/freezer. Also removal of all decorations, party dishes, thus leaving the room and its contents in a presentable state.

**20.** The Resident is responsible for full compliance with any legal or regulatory obligation and will indemnify and hold harmless the Corporation from breach thereof.

**21.** Failure to comply with the Rules of the Party Room Reservation Agreement and the House Rules governing the use of the Party Room and Common Areas will result in immediate termination by Security. In such an event, the Damage Deposit shall be forfeited.

### **G. Courtyard Garden (G level between East and West buildings) (Refer also to NOISE)**

**1.** The courtyard garden is available for use by all Residents and their Guests. Because of this area's location facing many private residential Units, it is important to observe all rules regarding NOISE and extend general courtesy to other Residents.

### **H. Exercise Room (G level, East building) (Refer also to NOISE)**

**1.** Proper attire is required when using the exercise room and while recognizing the variety of exercise suits and aerobic outfits available today, proper decorum must be exhibited in wearing outfits that do not overly expose the wearer. No street clothes are permitted within this room.

**2.** Any persons using the exercise room may not wear any sort of wet attire, including bathing suits.

**3.** Children under the age of 12 are strictly prohibited from the use of the exercise room unless accompanied by a parent or guardian.

4. With courteous regard to the area being residential, no excessive noise from the use of weights or the T.V. will be tolerated. If complaints are received, the offending Resident may have their exercise room privileges revoked.
5. All equipment shall be treated with reasonable care and caution.
6. Removal of any equipment from the exercise room for any purpose is strictly prohibited.
7. No food or beverages are permitted within the exercise room. Water is provided.
8. All persons using any machinery or equipment in the exercise room must wipe the machinery or equipment with the paper towels and anti-bacterial provided.

#### **I. Swimming Pool and Whirlpool (G level) (Refer also to COURTYARD GARDEN)**

1. The pools may be used subject to any applicable regulations under the Health Protection and Promotion Act and/or any other applicable statutes or regulations.
2. The red telephone on the wall beside the whirlpool is to be used only in an emergency.
3. Any children under the age of 4 or lacking toilet training will be permitted to use the pool Facilities only if they wear a proper "swimmer diaper". Regular diapers and/or plastic pants are not considered adequate. Changing of diapers is not permitted within the pool areas.
4. Any children under the age of 16 must be supervised when using the pools whether such children are Residents and/or Guests.
5. Each Resident must accompany his Guest to the pools at all times. Each Resident is responsible for his Guest.
6. Any Resident or Guest must first take a cleansing shower prior to entering the pool areas.
7. If a Resident or Guest leaves the Pool areas to enter the courtyard garden, a cleansing shower is required before re-entering the pools.
8. Residents and Guests are required to wear proper swimming attire within the pool areas.
9. Residents are required to wear appropriate attire at all times when using hallways, entrances, elevators or other Common Elements. Without restricting the generality of the foregoing, appropriate attire shall require the wearing of shirts and shoes. Clothing must be worn over bathing suits when walking to and from the swimming pool area.
10. For the safety of all Residents and Guests, and the protection of the property, it is imperative for all Residents and Guests having used the pool areas and showers to ensure they and their belongings are dry before leaving the change rooms.
11. Radios, cassette recorders or compact disc player are prohibited within the pool areas, unless they are used with the aid of headphones and no sound emits from the speakers from the radio, cassette recorder and/or compact disc player; or unless with written approval by the Board.
12. Running is not permitted in the pool areas.
13. No food, beverage or glass containers are allowed in the pool areas.

## **J. Sauna (men's and women's) (G level)**

1. No children under the age of 16 may use the sauna, unless accompanied by an adult.
2. No food, beverages or glass containers are allowed in the sauna.

## **XV. ENFORCEMENT OF RULES**

1. The rules of the Corporation shall be enforced in accordance with the terms of the Act, the Declaration, and the by-laws, and upon any such further terms as the Board may deem advisable in its sole discretion from time to time.
2. In addition to any other power of enforcement of these rules that the Board may have by virtue of the Condominium Act, the Declaration of this Condominium, and/or its by-laws (including the right to have a court of competent jurisdiction order the compliance of the said rules), the Board may also deal with Owners, Residents and/or Guests who violate the rules as follows:
  - (a) the offending or responsible Owner or Resident shall be notified in writing with respect to the first offense by the Manager and/or Board and shall be given 14 days to rectify the violation or signify their future willingness to comply with the rules;
  - (b) upon the second offence the offending or responsible Owner or Resident shall be given written notice and shall be required to signify to the Board in writing within two days upon receipt of the notice, that they shall comply with the rules and regulations; and
  - (c) upon the third offence and any further offences by the offending or responsible Resident the Board may direct that the said Owner or Resident supply the Board with a security deposit with respect to such further or subsequent breaches of the rules which may be occasioned by the Owner, Resident and/or his Guests, which security deposit will be forfeited and considered liquidated damages in the event that any further breach of the rules is occasioned by the Resident and/or his Guests.