



**T.S.C.C. # 1577**

**Rules & Regulations**

# THE ESSEX

CONDOMINIUM

July 1, 2005

To All owners  
TSCC #1577

## RE: CONDOMINIUM RULES

At the TSCC # 1577 Annual General Meeting on March 22, 2005, the similarities and differences in the Condominium Rules set out by the Declarants for Essex Phase 1 and Phase 2 was a matter of discussion arising from a question by an owner. As part of the response on the specific question about the rule regarding the size of pets, it was recognized that that at some point the rules needed to be harmonized especially with regard to common areas issues.

Since that time, your TSCC #1577 Board of Directors has analyzed the rules and come to two conclusions:

1. That TSCC #1577 (Essex Phase 1) should more closely align with Phase 2 rules by incorporating two amendments and one addition from the Phase 2 rules into the Phase 1 rules that apply to Suites and Common Elements.
2. No action is required regarding shared facilities rules. The Essex Phase 2 Declarant 2 has provided written assurance that when Essex Phase 2 is registered later this year, the accompanying disclosure documents will have Shared Recreation Centre rules that are identical to the existing Phase 1 rules.

## CHANGES TO RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS - TSCC #1577

Attached (with changes in bold) are the proposed new Condominium Rules for the TSCC # 1577 Units and Common Elements that incorporate only three changes highlighted below. In all other aspects, the Phase 1 rules are the same as shown in the original disclosure documents. These new rules will come into effect on August 1, 2005, with the completion of the required 30-day notice period. Within this 30-day period, if 15% of owners declare their objection to the changes, they have the right to have a meeting convened to discuss these new proposed rules.

Your board believes that adoption of these rule changes will be helpful in providing coherent guidance for residents of both buildings at the Essex site.

The following are highlights of the changes for Phase 1 residents, the rationale and the effects on current owners:

1. **Pets:** The Phase 2 rules, are more specific about the allowed sizes and kinds of dogs and other pets allowed than the current Phase 1 rule. Both sets of rules have the same requirements for what constitutes appropriate behaviour by pets and pet owners and the actions open to the corporation to enforce them.  
Owners or residents with pets that violate the size and type restriction in the new rules will be allowed to keep them for the life of the pet, as long as the other behavioural aspects are adhered to. Pet owners with such pets are asked to register them with the management Office. No new pets that violate the size and type restrictions are allowed.
2. **Parking:** The Phase 2 rules disallow unlicensed, not fully mechanically functioning cars being parked in the parking garage. We are not aware of any of these being parked in our garage today, so this should not be an issue for anyone. The rule about overnight parking has been in effect for Phase 1 from the beginning, but was not explicitly stated in the original Phase 1 disclosure documents.
3. **Garburators:** The restriction on the installation of garburators by the Corporation only, will apply on a go forward basis only. This restriction is important to ensuring the continued integrity of the building's plumbing system.

We trust that these steps to integrate our Essex Good Neighbour Rules will play a positive role in helping to sustain and enhance the quality of life at the Essex site for all of us.

Thank you for your support.

Fred Reichl,  
President, TSCC #1577



## **RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS Toronto Standard Condominium Corporation No. 1577**

**August 1, 2005**

The following rules shall be observed by each owner, and the term "owner" shall include the owner of any unit in the Corporation and any other person(s) occupying the unit with the owner's approval, including without limitation, a dwelling unit owner's family members, tenants, invitees and/or licensees:

1. No addition, alteration, decoration or painting of any kind shall be made to any portion of the common elements, without the prior written approval of the board.
2. Water shall not be left running unless in actual use, and no waste, garbage, rubbish, or noxious or unusual substances shall be disposed into (or down) any toilet, sink or drain. No garbage disposal equipment or system, shall be installed or connected to any plumbing or drainage pipe or system serving any of the dwelling units, unless same is installed or connected by or on behalf of the Corporation. Any costs resulting from damage to plumbing pipes, drains and apparatus resulting 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.
3.
  - a) No sign, notice, advertising material, door knocker, wreath or other object (save for window coverings) shall be inscribed, painted, affixed, hung or placed on any part of the outside of any unit (nor on the inside of any unit visible from the outside thereof), nor upon or within any portion of the common elements whatsoever, without the prior written consent of the board; and
  - b) No tinted, coloured, mirrored or foil-lined interior window treatments that are affixed to the interior surface of any window pane(s), or that are otherwise visible from the exterior of the Condominium shall be placed or installed within any dwelling unit, without the prior written consent of the board.
4. No awnings, shades or shutters shall be erected over and/or outside of any windows, patios and/or balconies areas, nor shall any exterior doors be removed, replaced or changed in any way, without the prior written consent of the board. No screen or storm doors or windows shall be installed within any existing door or window openings, which form part of the common elements without the prior written consent of the board.
5. No hazardous, combustible or offensive goods, products, or materials shall be stored or kept in the units or common elements, without the prior written consent of the board.
6. No owner shall do, or permit anything to be done in or from his or her unit, or bring or keep anything therein, which will in any way increase the risk of fire, or the rate of fire insurance premiums with respect to any of the units or the Corporation itself, or on property kept therein, nor obstruct or interfere with the rights of the other owners, nor in any way injure or annoy them, nor conflict with the regulations of the relevant fire department, or with any insurance policy carried by the Corporation, nor 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.
7. Nothing shall be placed on the outside of window sills or projections, nor upon any patio and/or balcony railings, without the prior written consent of the board, and nothing shall be thrown or swept out of any windows, doors, patios and/or balconies areas, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors, patios and/or balconies areas, nor from any other portion of the common elements.
8. No one shall place, leave or permit to be placed or left in or upon the common elements (including those of which he or she has the exclusive use) any waste, debris, refuse or garbage except in those areas designated by the board or the manager as a central garbage depository, and only on those days and times as are designated by the board or the manager from time to time. In an effort to promote recycling, the residents shall sort out their garbage into designated recycling bins located within the designated garbage room/drop-off area(s) situated on levels I or A in this Condominium.

9. No one shall create or permit the creation or continuation of any noise or nuisance, which in the opinion of the board or the manager, mayor does disturb the comfort or quiet enjoyment of the units or common elements by other owners.
10. Owners shall not overload existing electrical circuits and plumbing facilities in their units.
11. No auction or garage sale shall be held in the units or on the common elements.
12. Save as otherwise provided or contemplated in the declaration of the Corporation, the sidewalks, passageways, walkways, driveways and fire routes used in common by the owners shall not be obstructed or used for any purpose other than for ingress and egress to and from the units and/or the common elements.
13. No hanging or drying of clothes shall be allowed on (or within) any portion of the common elements, and no pulley clothesline or other similar apparatus shall be affixed to any unit or common element area.
14.
  - a) All vehicles parked within the confines of the Condominium (whether belonging to owners, residents, visitors or otherwise) must have proper license plates and be in road-worthy condition. Failure to comply with the foregoing shall entitle the Corporation to give the owner or custodian of such vehicle notice to remove same forthwith from the Condominium premises, and any failure to remove same after such notice shall entitle the Corporation to do so, all at the owner's sole cost, risk and expense (and to collect all such charges in the same manner, and to the same extent, as common expenses, and with corresponding lien rights similar to the case of common expense arrears)
  - b) Only a private-passenger automobile, motorcycle, station wagon, mini-van or truck, not exceeding 1.9 metres in height, shall be parked in a designated parking space and/or parking unit. No boat, snowmobile or recreational vehicle, nor any machinery or equipment whatsoever, shall be parked or stored on any portion of the common elements, nor in a designated parking space or parking unit. No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on the common elements, or in any parking unit. No motor vehicle shall be driven on any part of the common elements other than on a driveway or designated parking area; and
  - c) Visitors' motor vehicles may be parked only in those parking spaces clearly marked or designated for visitors. The vehicles of owners and/or residents, which are parked in the visitors' parking areas, will be tagged and/or towed away at the owner's or resident's expense. Visitors must obtain a visitor parking permit from the Condominium's concierge security personnel, in order to be allowed to park between the hours of 2:00 a.m. and 7:00 a.m., failing which the vehicle of any such visitor shall be tagged and/or towed away at the expense of the respective vehicle owner.
15. Save and except for the communication control unit (designated as Unit 1 on Level 22) and the exclusive-use common element areas appurtenant thereto, no television antennae, satellite dish, aerial, tower or similar structure (nor any appurtenances thereto) shall be erected on, or fastened to, any unit or on any portion of the common elements, without the prior written consent of the board.
16. No window air conditioning unit (or appurtenances thereto) shall be installed within any unit or common element area.
17.
  - a) Only planter boxes and/or seasonal furniture shall be placed on or within any patio, balcony or terrace area(s), provided same have first been approved by the board or the Corporation's property manager, and no patio, balcony or terrace area shall be used for any storage purposes whatsoever;
  - b) No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work installed on or within the common elements (including without limitation, the grass, plants, hedges, shrubs, flowers or trees), nor place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the common elements, without the prior written consent of the board or the Condominium's property manager, provided however that the foregoing shall not be construed as preventing any owner from planting and trimming his or her own small flowers and plants situate within any planter boxes located within any outdoor balcony, patio and/or balcony area, the exclusive use of which has been designated or allocated to such owner's dwelling unit;
  - c) No water feature(s) shall be permitted upon or within any balcony and/or patio area without the prior written consent of the board or the Condominium's property manager.

18. No owner shall be permitted to install, place, store or use any type of barbecue equipment or facility within any unit or common element area, save and except for a portable electric or natural gas barbecue (whose size and specifications have been approved by the board or the Condominium's property manager) which is placed, stored and/or used solely within the outdoor patio and/or balcony area appurtenant to an owner's dwelling unit, in accordance with Schedule "F" of the declaration. Any such natural gas barbecue can only be placed, stored or used within the outdoor patio and/or balcony area appurtenant to an owner's dwelling unit provided that a natural gas outlet has been installed by the Declarant, or otherwise installed with the permission of the board of the Condominium's property manager, within such patio and/or balcony area. Under no circumstances, however, shall any propane barbecue be used or brought into the Condominium, nor shall any natural gas barbecue be placed, stored or used within any covered balcony area.
19. a) No animals, reptiles, rodents, livestock or fowl of any kind shall be permitted within any unit or common element area, other than two (2) pets per dwelling unit, with the term "pet" being defined restrictively to include only:
- (i) a canary, a budgie, or any other small bird that is kept in a cage at all times;
  - (ii) a hamster, a gerbil, a guinea pig, a mouse or a rabbit that is kept in a cage at all times;
  - (iii) one or more turtles that are kept in an enclosed container at all times;
  - (iv) an aquarium of goldfish and/or tropical fish; and
  - (v) a dog or a cat (excluding pitbulls, dobermans, mastiffs, rottweilers, and any other similar breeds of dog that are customarily bred or trained as "guard dogs" or "attack dogs") that are sufficiently small in both weight and size such that same can be easily lifted and carried throughout all portions of the common elements by the dog's or cat's owner (whenever such pet is being transported to and from such owner's dwelling unit).
- b) No such pet that is deemed to be a nuisance by the board or the Condominium's property manager (in their sole and absolute discretion) shall be kept by any owner in any unit or in any part of the common elements. Each owner must ensure that his or her pet does not defecate and/or urinate upon any unit or common element area, and shall be obliged to clean up any mess that occurs thereon immediately thereafter. Should a pet owner fail to clean up after his or her pet as aforesaid, then the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks after receiving a written request from the board (or the Condominium's property manager) to remove such pet, permanently remove such pet from the property. All dogs and cats must be on a leash (or otherwise adequately constrained) when outdoors, all birds, rodents and/or turtles must be kept in their cage, and all pets must be carried by their respective owners whenever same are being transported throughout the interior common element areas, and must be accompanied by their respective owners at all times whenever same are within or upon the common elements. No breeding of animals, whether for sale or other purposes, shall be carried on within any unit and/or the common elements.
20. No unit owner shall permit or suffer the infestation of his or her unit (or any exclusive use common element area with respect thereto) by pests, insects, rodents or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the board as soon as the owner is aware of same, will render such owner liable for all costs and expenses incurred in having to eradicate such infestation from any other unit(s) and/or the common elements.
21. Any repair work creating (or likely to cause) any noise or disturbance shall only be permitted within the hours of 9:00 a.m. and 8:00 p.m.
22. Roller-skating, skate-board riding, bicycling, ball throwing, street games (i.e. ball hockey, soccer) and other similar activities are strictly prohibited upon the common elements or within any parking unit(s).
23. All costs and damages incurred by the Corporation as a result of a breach of the rules committed by any owner, or by anyone residing within (or visiting) the owner's unit (and for whose actions the owner of the unit may be responsible or liable at law) shall be borne by such owner, and be recoverable by the Corporation against such owner in the same manner as common expenses.

Please note: Current changes are highlighted in bold.

## **FOR THE ESSEX PHASE I CONDOMINIUM PROJECT**

### **RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS**

The following rules shall be observed by each owner, and the term "owner" shall include the owner of any unit in the Corporation and any other person(s) occupying the unit with the owner's approval, including without limitation, a dwelling unit owner's family members, tenants, invitees and/or licensees:

1. No addition, alteration, decoration or painting of any kind shall be made to any portion of the common elements, without the prior written approval of the board.
2. Water shall not be left running unless in actual use, and no waste, garbage, rubbish, or noxious or unusual substances shall be disposed into (or down) any toilet, sink or drain. Any costs resulting from damage to plumbing pipes, drains and apparatus resulting 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.
3.
  - a) No sign, notice, advertising material, door knocker, wreath or other object (save for window coverings) shall be inscribed, painted, affixed, hung or placed on any part of the outside of any unit (nor on the inside of any unit visible from the outside thereof), nor upon or within any portion of the common elements whatsoever, without the prior written consent of the board; and
  - b) No tinted, coloured, mirrored or foil-lined interior window treatments that are affixed to the interior surface of any window pane(s), or that are otherwise visible from the exterior of the Condominium, shall be placed or installed within any dwelling unit, without the prior written consent of the board.
4. No awnings, shades or shutters shall be erected over and/or outside of any windows, patios and/or balconies areas, nor shall any exterior doors be removed, replaced or changed in any way, without the prior written consent of the board. No screen or storm doors or windows shall be installed within any existing door or window openings which form part of the common elements without the prior written consent of the board.
5. No hazardous, combustible or offensive goods, products, or materials shall be stored or kept in the units or common elements, without the prior written consent of the board.
6. No owner shall do, or permit anything to be done in or from his or her unit, or bring or keep anything therein, which will in any way increase the risk of fire, or the rate of fire insurance premiums with respect to any of the units or the Corporation itself, or on property kept therein, nor obstruct or interfere with the rights of the other owners, nor in any way injure or annoy them, nor conflict with the regulations of the relevant fire department, or with any insurance policy carried by the Corporation, nor 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.
7. Nothing shall be placed on the outside of window sills or projections, nor upon any patio and/or balcony railings, without the prior written consent of the board, and nothing shall be thrown or swept out of any windows, doors, patios and/or balconies areas, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors, patios and/or balconies areas, nor from any other portion of the common elements.
8. No one shall place, leave or permit to be placed or left in or upon the common elements (including those of which he or she has the exclusive use) any waste, debris, refuse or garbage except in those areas designated by the board or the manager as a central garbage depository, and only on those days and times as are designated by the board or the manager from time to time. In an effort to promote recycling, the residents shall sort out their garbage into designated recycling bins located within the designated garbage room/drop-off area(s) situate on levels 1 or A in this Condominium.
9. No one shall create or permit the creation or continuation 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.
10. Owners shall not overload existing electrical circuits and plumbing facilities in their units.
11. No auction or garage sale shall be held in the units or on the common elements.
12. Save as otherwise provided or contemplated in the declaration of the Corporation, the sidewalks, passageways, walkways, driveways and fire routes used in common by the owners shall not be obstructed or used for any purpose other than for ingress and egress to and from the units and/or the common elements.
13. No hanging or drying of clothes shall be allowed on (or within) any portion of the common elements, and no pulley clothesline or other similar apparatus shall be affixed to any unit or common element area.
14.
  - a) Only a private-passenger automobile, motorcycle, station wagon, mini-van or truck, not exceeding 1.9 metres in height, shall be parked in a designated parking space and/or parking unit. No boat, snowmobile or recreational vehicle, nor any machinery or equipment whatsoever, shall be parked or stored on any portion of the common elements, nor in a designated parking space or parking unit. No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on the common elements, or in any parking unit. No motor vehicle shall be driven on any part of the common elements other than on a driveway or designated parking area; and

- b) Visitors' motor vehicles may be parked only in those parking spaces clearly marked or designated for visitors. The vehicles of owners and/or residents which are parked in the visitors' parking areas will be tagged and/or towed away at the owner's or resident's expense.
- 15. Save and except for the communication control unit (designated as Unit 1 on Level 22) and the exclusive-use common element areas appurtenant thereto, no television antennae, satellite dish, aerial, tower or similar structure (nor any appurtenances thereto) shall be erected on, or fastened to, any unit or on any portion of the common elements, without the prior written consent of the board.
- 16. No window air conditioning unit (or appurtenances thereto) shall be installed within any unit or common element area.
- 17.
  - a) Only planter boxes and/or seasonal furniture shall be placed on or within any patio, balcony or terrace area(s), provided same have first been approved by the board or the Corporation's property manager, and no patio, balcony or terrace area shall be used for any storage purposes whatsoever;
  - b) No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work installed on or within the common elements (including without limitation, the grass, plants, hedges, shrubs, flowers or trees), nor place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the common elements, without the prior written consent of the board or the Condominium's property manager, provided however that the foregoing shall not be construed as preventing any owner from planting and trimming his or her own small flowers and plants situate within any planter boxes located within any outdoor balcony, patio and/or balcony area, the exclusive use of which has been designated or allocated to such owner's dwelling unit;
  - c) No water feature(s) shall be permitted upon or within any balcony and/or patio area without the prior written consent of the board or the Condominium's property manager.
- 18. No owner shall be permitted to install, place, store or use any type of barbecue equipment or facility within any unit or common element area, save and except for a portable electric or natural gas barbecue (whose size and specifications have been approved by the board or the Condominium's property manager) which is placed, stored and/or used solely within the outdoor patio and/or balcony area appurtenant to an owner's dwelling unit, in accordance with Schedule "F" of the declaration. Any such natural gas barbecue can only be placed, stored or used within the outdoor patio and/or balcony area appurtenant to an owner's dwelling unit provided that a natural gas outlet has been installed by the Declarant, or otherwise installed with the permission of the board of the Condominium's property manager, within such patio and/or balcony area. Under no circumstances, however, shall any propane barbecue be used or brought into the Condominium, nor shall any natural gas barbecue be placed, stored or used within any covered balcony area.
- 19. No animal, reptile, livestock or fowl, other than a pet cat, dog, fish, turtle or caged bird, shall be permitted within any unit or common element area, and no pet that is deemed to be a nuisance by the board or the Condominium's property manager (in their sole and absolute discretion) shall be kept by any owner in any unit or in any part of the common elements. Each owner must ensure that his or her pet does not defecate and/or urinate upon any unit or common element area, and shall be obliged to clean up any mess that occurs thereon immediately thereafter. Should a pet owner fail to clean up after his or her pet as aforesaid, then the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks after receiving a written request from the board (or the Condominium's property manager) to remove such pet, permanently remove such pet from the property. All pets must be on a leash or constrained when outdoors, and shall be accompanied by the owner at all times.
- 20. No unit owner shall permit or suffer the infestation of his or her unit (or any exclusive use common element area with respect thereto) by pests, insects, rodents or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the board as soon as the owner is aware of same, will render such owner liable for all costs and expenses incurred in having to eradicate such infestation from any other unit(s) and/or the common elements.
- 21. Any repair work creating (or likely to cause) any noise or disturbance shall only be permitted within the hours of 9:00 a.m. and 8:00 p.m.
- 22. Roller-skating, skate-board riding, bicycling, ball throwing, street games (i.e. ball hockey, soccer) and other similar activities are strictly prohibited upon the common elements or within any parking unit(s).
- 23. All costs and damages incurred by the Corporation as a result of a breach of the rules committed by any owner, or by any one residing within (or visiting) the owner's unit (and for whose actions the owner of the unit may be responsible or liable at law) shall be borne by such owner, and be recoverable by the Corporation against such owner in the same manner as common expenses.

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# RULES REGARDING THE USE OF THE RECREATIONAL FACILITIES

## AT THE ESSEX PHASE I CONDOMINIUM PROJECT (hereinafter referred to as the "Essex Club Rules")

### PREAMBLE

The embodiment of condominium living is "the communal" aspect of both ownership and lifestyle. The purchase of your dwelling unit brings with it the right to use and enjoy all of the recreational facilities and amenities intended to be shared by the owners, residents, tenants and invitees of Essex - Phase I municipally located at 5229 Dundas Street West, Toronto (the "Phase I Condominium") and the owners, residents, tenants and invitees of dwelling units in the condominium being developed by The Essex 2 Inc. on the lands to the west of the Phase I Condominium and municipally located as 5233 Dundas Street West, Toronto (the "Phase II Condominium"), with all of such recreational facilities and amenities, including any equipment contained therein or utilized in connection therewith, being hereinafter collectively referred to as the "Essex Club".

Like every community, the Essex Club must have rules and regulations to govern the conduct and affairs of its members or users, and these rules are a reflection of the mutual cooperation, consideration and respect that should be shown by each member or user to his or her neighbours. The Essex Inc. and The Essex 2 Inc. (the "Two Declarants") have established a set of rules governing the use and operation of the Essex Club for adherence by the owners, residents, tenants and invitees of the Phase I Condominium and the Phase II Condominium (hereinafter collectively referred to as the "Two Condominiums"). Once ownership of the Essex Club has been formally transferred by the Two Declarants to the Two Condominiums, then a committee will be formed (hereinafter referred to as the "Two-Way Shared Facilities Committee") comprised of an equal number of members or representatives appointed by each of the boards of directors of the Two Condominiums, and the Two-Way Shared Facilities Committee will be empowered to make additional rules respecting the use and operation of the recreational facilities and amenities in order to promote and foster the safety, security and welfare of the members and users of the Essex Club.

The rules initially adopted and imposed by the Two Declarants are rather comprehensive. While there is no intention to burden members and users of the Essex Club with a multitude of overly-detailed and incomprehensible duties and obligations that are difficult to remember and enforce, it is nevertheless felt that the enclosed rules are logical (and for the most part, a matter of common sense), and have been designed to enhance the condominium lifestyle concept. Accordingly, you are urged to familiarize yourself with the rules of the Essex Club annexed hereto, and to communicate same to members of your family, your tenants and/or guests intending to use the recreational facilities and amenities that your condominium enjoys. A working knowledge of these rules will ensure that the Essex Club is a pleasant and safe complex that offers the optimum of enjoyment and maximum usage of its facilities.

Finally, please keep in mind that the following rules are intended to be read and construed with all changes in gender and/or number as may be required by the context.

### DEFINITIONS

In addition to the defined terms otherwise noted herein, the following words, terms and/or phrases shall have the meanings set out below:

#### The Act:

Shall mean the *Condominium Act, 1998*, S.O. 1998, as amended (the "Act"). For the purposes of clarity, the use of any words, terms or phrases defined in the Act shall have the same meaning respectively ascribed to them in the Act whenever same are used or referred to in these rules.

#### Board or Board of Directors:

Shall mean the board of directors of the Phase I Condominium and/or the Phase II Condominium (as the context may require), elected pursuant to the provisions of the Act.

#### Guest:

Shall mean any invitee, licensee, employee, agent and/or contractor of any owner or tenant of a dwelling unit within either of the Two Condominiums, provided such owner or tenant resides within (and is the current occupant of) such dwelling unit.

#### Manager:

Shall mean the property management company retained by the Two Declarants to manage the operation of the Essex Club, together with its agents, employees or licensees, as the context may require.

#### Owner:

Owner shall mean the registered owner of a dwelling unit within either of the Two Condominiums.

#### Two-Way Shared Facilities Agreement:

Shall mean the agreement entered into between the Two Declarants and the Phase I Condominium (with The Essex 2 Inc. having entered into same for and on behalf of the Phase II Condominium), pertaining to the mutual use and enjoyment of (as well as the cost of maintaining and repairing) the Essex Club, as well as any counterpart agreement or other agreement supplementing same.



### **Recreation Facilities:**

Shall mean the Essex Club, comprising the indoor recreation centre designated as unit 91 on level A in the Phase I Condominium (hereinafter referred to as the "Phase I Recreation Centre"), and the indoor recreation centre to be designated as a unit in the Phase II Condominium once same is registered (hereinafter referred to as the "Phase II Recreation Centre"), together with all rooms, facilities, equipment and/or appurtenances thereto which are contained within any of the foregoing units or used in connection therewith.

### **Resident:**

Shall mean an Owner or Tenant (as hereinafter defined) who resides within (and is the current occupant of) a dwelling unit within either of the Two Condominiums.

### **Tenant:**

Shall mean any lessee(s) of a dwelling unit within either of the Two Condominiums.

### **Identification/Access Cards**

1. Each Resident of a unit shall apply for and obtain an identification/access card. Arrangements to obtain the card should be made with the recreation coordinator or the Manager.
2. A Resident must carry the identification/access card at all times.
3. Each suite may be issued with two guest passes at any one time, which guest passes shall be issued upon such conditions, and upon payment of such charges, as the Manager may determine in its sole and unfettered discretion.
4. Guest passes and identification/access cards must be produced by any Guest and/or Resident upon reasonable demand by the Manager. Upon the sale or lease of his or her dwelling unit, the Resident shall return all identification cards and guest passes to the Manager. In the event that an identification/access card or guest pass is lost or misplaced, a replacement cost shall be paid in the amount pre-determined by the Manager.
5. No Owner, who is not also a Resident, shall be entitled to obtain or keep an identification/access card permitting his or her use of the Essex Club.

### **Recreation Facilities**

#### **A. Recreation Centre Units:**

1. Residents are required to wear shoes, together with a shirt or robe, while using the Recreation Facilities (eg. while using the gymnasium or the fitness centre and while walking throughout the Essex Club).
2. Each Resident must accompany his or her Guest in the Essex Club at all times.
3. Each Resident is responsible for ensuring that his or her Guest is fully aware of all rules and regulations.
4. ~~±~~Children under the age of 16 are not permitted to use the Recreation Facilities without the supervision of a Resident adult.
5. Radio or tape recorders (except the use of personal stereo equipment with headphones at a volume such that same is not audible to others) are not allowed in the Essex Club.
6. Pets will not be allowed in the Essex Club at any time.
7. The use of the Recreation Facilities may be restricted during any organized activities of either of the Two Condominiums and/or the Declarant.
8. Smoking is not allowed in the Essex Club.
9. Food and beverages shall only be allowed in designated areas of the Essex Club.
10. The cost of any damage to any of the Recreation Facilities by a Resident and/or Guest will be borne by (and be the sole responsibility of) the Resident.
11. Boisterous behaviour of any sort, including yelling, running or rowdyism and other general forms of misconduct are not permitted with the Recreation Facilities at any time, and any person who commits same may be ejected from the Recreation Facilities by the Manager. The Manager shall have the unfettered discretion to determine what constitutes "boisterous behaviour".
12. The maximum number of people using or enjoying the Essex Club at any one time shall not exceed the capacity allowed by the relevant regulations contained within the Ontario Fire Code, and any regulations promulgated pursuant thereto as well as any other present or future legislation or regulations restricting the number of persons allowed to be present within the Essex Club at any one time. The maximum number of people permitted in any room situate within the Recreation Centre Unit shall be in accordance with the sign posted in such room, with the sign stating the maximum capacity of the room in accordance with the local fire authority's regulations.

13. The Recreation Facilities shall be used in strict accordance with any sign(s) posted setting out permitted uses. In addition, all Residents and Guests shall use the Recreation Facilities at their own risk, on the express understanding that the Two Condominiums, their respective Boards and the Manager hereby disclaim any responsibility and liability for any loss, damage or injury suffered by anyone using (or travelling through) the Essex Club, whether as a result of any negligence or otherwise, and each of the Two Condominiums, their respective Boards and the Manager shall be fully indemnified and saved harmless with respect to (and be released from) any loss, costs, damage and/or liability whatsoever arising or incurred in connection with any injury or damage to persons or property occasioned by the use of the Recreation Facilities by any Resident(s) and/or Guest(s).

**B. Swimming Pool:**

- Swimming Pool: defined as the enclosed pool area within the Phase I Recreation Centre, as well as the whirlpool(s) in the deck area adjacent to the swimming pool.
- Deck Area: defined as the area bounded by the walls surrounding the swimming pool, but excluding the whirlpool(s) within the deck area.
1. The swimming pool is unsupervised, and bathers under the age of 12 are not allowed within the swimming pool (nor within the deck area) unless accompanied and supervised by a parent or a guardian who is 16 years of age or over. The total number of bathers in the swimming pool, at any one time shall not exceed 25.
  2. No person infected with a communicable disease or having open sores on his or her body shall be allowed to enter the swimming pool.
  3. No person shall pollute the water in the swimming pool in any manner, and the spitting of water and blowing of noses in the pool (or on the deck) are prohibited.
  4. No person shall smoke, drink, eat, or bring a glass container into the swimming pool.
  5. No person shall engage in boisterous play in or about the swimming pool or the deck area.
  6. Each bather shall take a shower, using warm water and soap (which shall be thoroughly rinsed off prior to entering the swimming pool).
  7. Inflatable children's toys or floats are not permitted in the swimming pool. However, CSA-approved life jackets are permitted in the swimming pool.
  8. In the event of an emergency, pick up the wall phone for direct communication to security personnel. In addition, the emergency number 911 is posted above the wall telephone in the swimming pool area. This telephone line is designated for emergency use only, and must not be used for any other purposes.
  9. Bathing caps must be worn by all persons with hair longer than collar length.
  10. Neither diving nor jumping is permitted in the swimming pool.
  11. Running is not permitted in the swimming pool, nor within the deck area.
  12. No Resident or Guest shall permit any child who is not toilet-trained to use the swimming pool. In addition, rubber pants over diapers and/or the changing of diapers is prohibited within the swimming pool.
  13. Residents and Guests are required to wear proper attire within the swimming pool area. Any form of clothing that is considered street clothing (in the ordinary sense) is not considered proper attire (eg. cut off shorts).
  14. Any Resident or Guest who uses suntan oil, lotion, cream or any other sun block or suntanning preparation must first shower and wash same off with soap prior to entering into the swimming pool.
  15. Guests wishing to use the swimming pool must be accompanied by a Resident, unless same are registered guests using and occupying a guest suite.
  16. The pool furniture within the swimming pool area (on the deck) is not to be moved outside the swimming pool area. Personal lounge furniture is not permitted in any of these areas.
  17. It is strongly recommended that no one swim alone since the swimming pool is unsupervised.
  18. All bathers entering the swimming pool area should be dressed in acceptable cover-up wear (i.e. bathrobes, shirts, etc.).
  19. Residents are responsible for the disposal of their own garbage and that of their Guests.

**C. Sauna Rooms:**

1. No person under the age of 16 may use the saunas, unless accompanied by a Resident over the age of 16 years.
2. For health reasons, a maximum of 5 minutes per use of the saunas is suggested.
3. No food or beverage is allowed in the saunas.

**D. Fitness Centre (the "exercise room"):**

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. Shirts and shoes must be worn at all times. No street clothes shall be allowed to be worn, and only non-marking (or non-skid) athletic shoes shall be worn.
2. Residents and/or Guests shall not wear any sort of wet attire, including bathing suits, into the exercise room.
3. Residents and/or Guests under the age 16 are strictly prohibited from the use of the exercise room unless they are accompanied and supervised by a Resident over the age of 16.
4. Residents and/or Guests shall treat all equipment with reasonable care and caution.
5. Removal of any equipment from the exercise room for any purpose is strictly prohibited.
6. No food or beverage in a glass container is permitted within the exercise/aerobics room.
7. All Residents and Guests must, after using any machinery or equipment situate within the exercise/aerobics room, wipe such machinery or equipment clean of any perspiration.
8. Mats and exercise equipment must be replaced where they belong after use.

**E. Games Room/Virtual Golf Centre (the "games rooms"):**

1. Residents and/or Guests under 16 years of age are not permitted in the games rooms without being accompanied and supervised by a Resident over the age of 16.
2. Food and/or beverages are not permitted in the games rooms.
3. Residents and/or Guests are required to wear shoes and shirts while using the games rooms.
4. Advance reservations are recommended, and will supersede anyone who has not booked the games rooms. Reservations may be made in person or by contacting the Essex Club activity station. **Only residents who are trained on the virtual golf centre will be permitted to use the equipment.**
5. A booking period is one hour long. Multiple bookings will not be accepted. Exclusive use of the games rooms is prohibited.
6. Cancellation must be made well in advance of booked times.
7. A maximum of two Guests are permitted to play, and they must be accompanied by a Resident. The Resident and his or her Guests must use one billiard table or one table tennis table only.
8. Equipment will be issued by the Essex Club activity station staff. The Resident must surrender his or her access card <sup>to</sup> to receive equipment, and must return the equipment to the activity station before retrieving his or her access card.
9. Radios and tape recorders are strictly prohibited in the games rooms.
10. After finishing with the use of the billiard Table, the Residents and/or Guests shall ensure that the cues, cue rests and billiard balls are racked and stacked in the proper place. After finishing with the use of any golfing equipment provided by the Essex Club, if any, all such equipment must be returned to the Essex Club activity station. After finishing with the use of any table tennis equipment provided by the Essex Club, if any, all such equipment must be returned to the Essex Club activity station.
11. Cues without tips are strictly prohibited from being used within the billiard room, and broken cues are to be delivered to the Essex Club activity station.

**F. Card Room:**

1. Food and beverages are permitted within the card room, but only during such times, and subject to such restrictions, as the Manager may decide from time to time.
2. No furniture may be removed from the card room without the prior consent of the Manager.
3. The use of the card room may be restricted during any organized activities of either of the Two Condominiums and/or the Declarant.

**G. Multi-purpose/Party Room/Dance Floor (hereinafter referred to as the "Party Room")**

1. The use of the Party Room is governed by the terms of the declaration of the Phase I Condominium, and by the Two-Way Shared Facilities Agreement. The Party Room is usable only by those parties and for such purposes contemplated within the declaration of the Phase Condominium and by the Two-Way Shared Facilities Agreement.

2. All bookings for the Party Room shall be made with the Manager at the management office during regular business hours, or at the Essex Club activity station, and should be made no more than six months in advance. The Manager may require such information from any party applying for the use of the Party Room, as the Manager deems reasonable or appropriate in its sole discretion.
3. The decision as to what programs may be viewed on the T.V. shall be decided on a first-come, first-served basis. In the event that normal television programming is requested or desired to be watched by any Resident, then the Resident who first arrived shall have the use of such T.V. for a period of one hour, or until the show that he or she is watching is over, whichever is sooner.
4. In the event that a Resident wishes to view a video movie within the Party Room, then he or she shall book the use of the T.V. at the Essex Club activity station, which booking shall be posted upon the wall of the Party Room.
5. Reservations can be made with the Essex Club's activity station for special programs and all fees must be paid within three (3) days after the booking is made.
6. The Party Room agreement with the Condominium shall be completed by each resident wishing to use the Party Room in full and signed by the Resident and returned to the Essex Club activity station. The Resident must be present during booked events.
7. The Resident shall provide a security/cleaning deposit in such amount as the Manager may determine at the time of reservation (hereinafter referred to as the "Deposit"). If the Deposit is not paid to the Manager by way of a certified cheque or bank draft at least two weeks prior to the reserved date, then the Manager shall cancel the reservation.
8. Subsequent to any event being held within the Party Room, the Manager shall determine if any damage has been occasioned to the Party Room and shall notify the Resident who rented the Party Room, in writing, as to such determination. In the event that no damage has been caused, the Deposit, less a reasonable deduction for cleaning charges, shall be returned to the Resident who used the Party Room. In the event that there is damage to the Party Room, then the Manager shall be empowered to apply the whole or any portion of the Deposit to the cost of repairing or rectifying such damage. In the event that the Deposit is insufficient to pay for the damage and cleaning expenses, then the Resident shall immediately reimburse the Manager for all sums expended by the Manager, in excess of the Deposit, in order to repair or rectify the damage and clean the Party Room.
9. Reservations must be cancelled no later than 48 hours prior to the reserved date, except in those circumstances where the reserved date falls on a statutory holiday, in which case the cancellation must be made at least one month in advance of the reserved date. Any cancellations within the final month prior to the reserved date shall result in the forfeiture of the Deposit.
10. Noisy or rowdy behaviour is prohibited within the Party Room.
11. No loud music shall be permissible in the Party Room at any time.
12. All functions within the Party Room must be terminated as of 1:00 a.m. and the Party Room must thereafter be immediately vacated by all Residents and Guests.
13. A security guard shall be retained to monitor the access to (and egress from) the Party Room during the reserved event. The cost of retaining said security guard shall be paid for (or reimbursed by) the Resident in whose name the reservation has been made.
14. In no case shall liquor be sold (whether for profit or otherwise) at any function within any Party Room. No alcohol shall be served in the party room after 12:30 a.m.
15. Only events organized by either of the Two Condominiums, a Resident and/or the Declarant shall be permitted within the Party Room. However, the access and use of the Party Room shall not be restricted based solely on the desired use of same, provided such use is otherwise lawful and does not create undue noise, disturbance or inconvenience to other Residents, nor contravene any other rules set forth herein.
16. Paid-for parties (namely parties that require the selling of tickets) are strictly prohibited, except those parties organized by the Declarant and/or the Two-Way Shared Facilities Committee.

## **H. Change Rooms:**

1. Any Resident or Guest using the change room must supply his or her own lock. In the event that a Resident or Guest leaves items unattended within a change room (ie. which have not been stored or locked within a locker), then the Resident or Guest shall be fully responsible for any loss or damage occasioned thereto.
2. Lockers within the change rooms are reserved only for the use of Residents and/or Guests.
3. Locks must not be left on any locker overnight.
4. Neither of the Two Condominiums, nor their respective Boards, nor the Manager shall be responsible for any loss or theft of (or damage to) any personal articles belonging to any Resident and/or Guest, howsoever caused or occasioned.
5. No Resident or Guest shall wear any wet or muddy footwear into the change rooms.

6. Boisterous or rowdy behaviour or conduct is strictly prohibited within the change rooms.
7. No body or foot powder may be used within the change rooms, inasmuch as same may create a mess and/or a slippery hazardous condition.

I. **Guest Suites:**

1. Guest suites are available on a first come first served basis through the management office. Bookings shall be made no more than six months in advance.
2. The Manager or the Two-Way Shared Facilities Committee may determine such conditions of use of the guest suites as they deem reasonable in their sole and unfettered discretion.
3. A charge may be levied by the Manager or the Two-Way Shared Facilities Committee for every night use of the guest suite, in such amounts as may be determined from time to time. Payment for the use of the room must be received within 48 hours before the booked date by the management office or the booking will be forfeited. All payments must be by certified cheque or money order by the resident booking the room.
4. An adult resident of the building must book the room, for use by their guests only.
5. Guests are not permitted use of any shared facility without the accompaniment of the adult resident.
6. A maximum stay for the guest of a resident, within the guest suite, is seven nights. Extended period request must be made in writing to the Two-Way Shared Facilities Committee.
7. The guest suite shall not be occupied prior to 3:00 p.m. on the day of the reservation and on the last day of use, shall be vacated no later than 11:00 a.m. The guest will receive the keys and a set of the rules for occupancy from the concierge desk.
8. The telephone is provided for local calls only and for dialling 911.
9. The resident is responsible for any damages, losses, and liabilities, caused or occasioned by his guests. An inspection of the suite subsequent to the guests stay shall be conducted by the Property Manager or agent on behalf of the Corporation. In the event that damage has occurred then the property management office shall provide a written report to the resident, along with an invoice for payment of all costs, relating to the repair or clean up of the damage.
10. Guests are responsible for all personal items left within the guest suite and the Corporation shall bear no responsibility for the theft, damage, or destruction of any belongings of the guests. Personal items shall be retained by the Corporation for a period of thirty days at which time if the articles are not claimed will be deemed to be abandoned and be disposed of.
11. Guests of the resident shall sign a written acknowledgement agreeing that the occupancy of the guest room does not create the relationship of Landlord and Tenant as between the Corporation and the guest.

J. **Enforcement of Club Rules:**

1. The rules of the Essex Club shall be enforced in accordance with the terms of the Act, the respective declarations of each of the Two Condominiums, and the Two-Way Shared Facilities Agreement, and upon such further terms as the Manager or the Two-Way Shared Facilities Committee may deem advisable, in their sole and unfettered discretion, from time to time.
2. In addition to any other powers regarding the enforcement of the rules herein set forth which the Manager or the Two-Way Shared Facilities Committee may have by virtue of the Act, the respective declarations of the Two Condominiums and/or the Two-Way Shared Facilities Agreement, the following enforcement regime shall prevail unless the breach or contravention of any rule creates an emergency situation, or in the opinion of the Manager or the Two-Way Shared Facilities Committee, a more expedient remedial approach is required, namely:
  - a) The offending or responsible Resident shall be notified in writing with respect to the first breach or offense, by the Manager and/or by the Two-Way Shared Facilities Committee, and shall be given 14 days within which to rectify the violation or to signify the Resident's willingness to comply with the rules in the future;
  - b) Upon the second breach or offence, the offending or responsible Resident shall be given written notice thereof and shall be required to signify to the Manager and/or the Two-Way Shared Facilities Committee in writing, within two days after the Resident's receipt of the aforesaid notice, that the Resident shall comply with the rules in the future; and
  - c) Upon the third breach or offence, and with respect to any further breaches or offenses committed by the offending or responsible Resident, the Manager and/or the Two-Way Shared Facilities Committee may order the Resident to provide a security deposit to ensure future compliance with the rules by such Resident and/or his or her Guest, and said security deposit will be subject to forfeiture in the event that any further breach or contravention of the rules is occasioned by such Resident and/or his or her Guest.

3. In the event that any of these rules require an Owner to pay monies hereunder and such monies are not paid within 30 days of demand therefor, such monies shall be deemed to be common expenses payable by such Owner and the condominium corporation in which such Owner resides shall be permitted to place a lien on title to the Owner's units in order to enforce payment of such monies.



June 1, 2009

To All owners  
TSCC #1577

**RE: CONDOMINIUM RULES – Recreation Centre**

At the TSCC # 1577 Annual General Meeting on April 29, 2009, the necessity to modify the rule banning the use of the pool by non toilet trained children was announced.

This rule is no longer in keeping with the fairness and equity that is currently enjoyed by most Essex residents and further is not necessary with the current availability of suitable swim pants for non toilet trained children.

**Existing Rule No. 12 currently states:**

*"No Resident or Guest shall permit any child who is not toilet-trained to use the swimming pool. In addition, rubber pants over diapers and or the changing of diapers is prohibited within the swimming pool."*

**Below (with changes in bold) is the new proposed rule No. 12:**

*"Swimmers who are not toilet trained must wear snug fitting rubber pants over a cotton diaper or suitable disposable swim pants or pool pant diaper e.g. Huggies Little Swimmers disposable swim pants etc. The changing of diapers is prohibited within the swimming pool."*

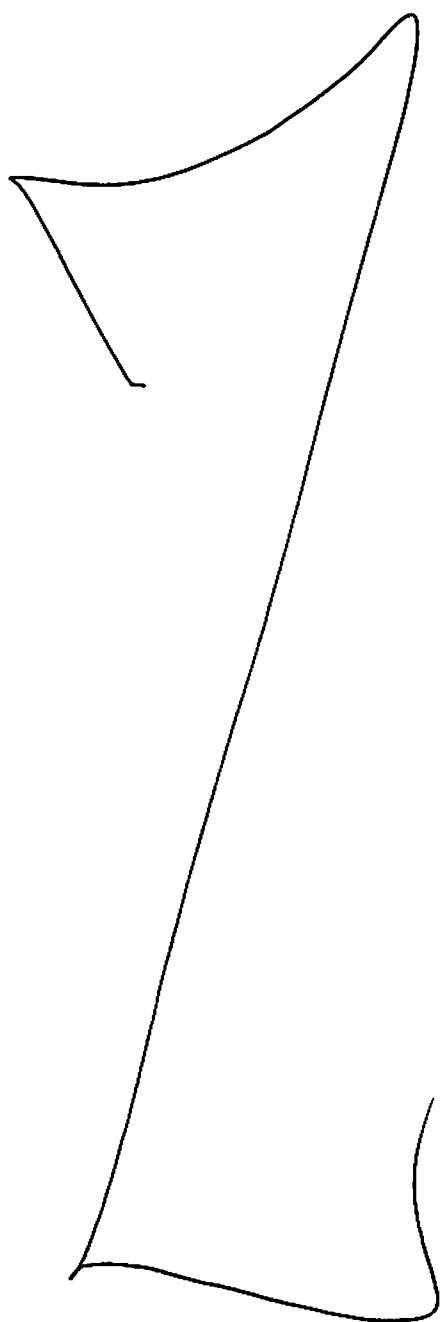
This change which has been made by the Board in accordance with Section 58 of the *Condominium Act, 1998* will supplement the existing rules.

The change to this rule will become effective on July 1, 2009, with the completion of the required 30-day notice period, unless a meeting is requisitioned in accordance with Section 46 of the *Condominium Act, 1998*. Within this 30-day period, if 15% of the owners declare their objection to the changes, they have the right to have a meeting convened to discuss the proposed rule change. Pursuant to the *Condominium Act, 1998* rules may only become effective at the time determined by sections 58 (7) and (8).

We trust that adjusting this Essex Good Neighbour Rule will play a positive role in helping to sustain and enhance the quality of life at the Essex site for all of us.

Thank you for your support.

Fred Reichl,  
President, TSCC #1577



Friday, April 8<sup>th</sup>, 2011

Owner/Resident  
5229 Dundas Street West,  
Etobicoke, Ontario  
M9B 6L9

**RE: CONDOMINIUM RULES REGARDING VIOLENCE, DISCRIMINATION AND  
HARASSMENT.**

To all Owners/Residents:

In response to a new requirement of the Ontario Health and Safety Act, the Board of Directors of Toronto Standard Condominium Corporation No. 1577 have developed policies and procedures to guard against violent behaviour or harassment of any sort in the workplace by anyone engaged in work at The Essex site. Everyone, including Essex residents are expected to uphold this policy and to work together to prevent workplace violence and harassment.

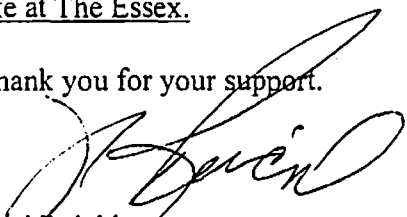
To support implementation of the policy, the Board of Directors of Toronto Standard Condominium Corporation No. 1577 recently passed a new rule with respect to Violence, Discrimination and Harassment. Please see a copy of the new rule attached.

This new rule, which shall be enacted as Rule 24 was created by the Corporations legal counsel and passed by the Board in accordance with Section 58 of the Condominium Act, 1998 and will supplement the existing rules.

This new rule will become effective on May 9<sup>th</sup>, 2011, with the completion of the 30-day notice period required by the Condominium Act, unless a meeting of owners is requisitioned. In accordance with section 46 of the Condominium Act, 1998, the homeowners may requisition a meeting regarding these rules, in which case the rule will not become effective until approved by the owners at the meeting called for this purpose. A requisition for a meeting of owners may be made by those owners who at the time the board receives the requisition, own at least 15% of the units, are listed in the records maintained by the Corporation under subsection 47 (2) of the Act and are entitled to vote.

This rule is in keeping with the fairness and equity that all Essex residents are entitled to and we trust that this new rule will play a positive role in helping to sustain and enhance the quality of life at The Essex.

Thank you for your support.



Fred Reichl,  
President, TSCC #1577



Toronto Standard Condominium Corporations No. 1577 & 1723  
5229/5233 Dundas Street West – Etobicoke, ON

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WORKPLACE VIOLENCE AND WORKPLACE HARASSMENT POLICY

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The Board of Directors of Toronto Standard Condominium Corporation No. 1577 and Toronto Standard Condominium Corporation No. 1723 (The Corporations) are committed to worker health and safety and the prevention of workplace violence and workplace harassment. They will take whatever reasonable steps to protect all site workers from workplace violence and harassment from all sources.

Violent behaviour or harassment of any sort in the workplace is unacceptable from anyone. This policy applies to all workers (employees of any third party contractors) engaged in work at The Essex site. Everyone is expected to uphold this policy and to work together to prevent workplace violence and harassment.

There are workplace violence and workplace harassment procedures that implement this policy. These include measures and procedures to protect workers from workplace violence and harassment, a means of summoning immediate assistance and a process for workers to report incidents, or raise concerns.


The Corporations, as an employer, will ensure this policy and the supporting program are implemented and maintained and that all site workers have the appropriate information and instruction to protect them from violence or harassment in the workplace.

Supervisors will adhere to this policy and the supporting program. Supervisors are responsible for ensuring that measures and procedures are followed by workers and that workers have the information they need to protect themselves.

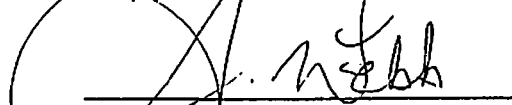
Every worker must act in compliance with this policy and the supporting program. All workers are encouraged to raise concerns in good faith about workplace violence or harassment and to report any violent incidents or threats and can do so without fear of reprisal of any kind.

The Corporations pledge to investigate and to deal with all incidents and complaints of workplace violence or workplace harassment in a fair and timely manner, respecting the privacy of all concerned as much as possible.

Toronto Standard Condominium  
Corporation No. 1577

  
Fred Reichl, President

Toronto Standard Condominium  
Corporation No. 1723

  
Alan Webb, President

The workplace harassment policy should be consulted whenever there are concerns about harassment in the workplace.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1577  
(the "Corporation")

Pursuant to Section 58 of the *Condominium Act, 1998* (the "Act")

**RULES REGARDING VIOLENCE, DISCRIMINATION AND HARASSMENT**

WHEREAS the board of directors of the Corporation (the "Board") has the authority to pass rules governing the use and occupation of the units, consistent with the Corporation's declaration, in order to promote the safety, security and welfare of the owners and/or residents and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units.

NOW THEREFORE BE IT ENACTED AS RULE 24, AS FOLLOWS:

- a) No one shall act in a manner that is deemed by the Board or management to be unmanageable, rude, disruptive, aggressive, abusive, anti-social, threatening or harassing in nature towards any board members, management, employees, agents, invitees or contractors of the corporation or management, owners or residents or guests of residents.
- b) No one shall interfere with, hinder or impede the Board, management or either of their employees or agents from carrying out their duties and obligations pursuant to the Act, the Corporation's declaration, by-laws and rules or any agreement to which the Corporation is a party.
- c) Any and all losses, costs or damages, including all legal fees, disbursements and taxes, incurred by the Corporation by reason of a breach of the above rules by any owner and/or resident of the Corporation, or any person for whom the owner and/or resident is responsible, shall be borne and/or paid for by the owner and/or resident and may be fully recovered by the Corporation against the owner in the same manner as common expenses or as may be provided in the Act or in any other lawful manner (including an order of the Court or arbitrator directing compliance as provided for in Section 134 of the Act).
- d) Should the Corporation use the oppression remedy against an owner or resident of the Corporation as provided for in Section 135 of the Act to protect the Corporation, its agents and employees and other owners and residents, it shall constitute enforcement under the Act as if it was an enforcement proceeding under Section 134 of the Act.
- e) The Corporation has adopted a Workplace Violence Prevention Policy and Workplace Discrimination and Harassment Prevention Policy, which is attached hereto as Appendix "A". All persons attending at the Corporation shall comply with the Workplace Violence Prevention Policy and Workplace Discrimination and Harassment Prevention Policy.

**WORKPLACE VIOLENCE PREVENTION POLICY  
AND  
WORKPLACE DISCRIMINATION AND HARASSMENT PREVENTION POLICY**  
appended to Rules regarding Violence, Discrimination and Harassment

**A. WORKPLACE VIOLENCE PREVENTION POLICY**

**1. Statement of Policy**

Toronto Standard Condominium Corporation No. 1577 is comprised of 234 Dwelling Units, located at 5229 Dundas Street West, Toronto, Ontario and is committed to the prevention of workplace violence and is ultimately responsible for the health and safety of all workers within its facilities. This includes the health and safety of the Corporation's employees and the employees of companies that provide services to the Corporation. Toronto Standard Condominium Corporation No. 1577 will take whatever steps are reasonable to protect its workers from workplace violence from all sources.

**2. Definitions**

Workplace violence is defined to be:

- (a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- (b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or
- (c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the employee, in a workplace, that could cause physical injury to the worker.

**3. Application of Policy**

Violent behaviour in the workplace is unacceptable from anyone. This policy applies to all persons who may be in any workplace Toronto Standard Condominium Corporation No. 1577. This includes the Corporation's employees, employees of other companies that provide services to the Corporation, visitors, guests, current and prospective unit owners and residents. A workplace of the Corporation is any place at which workers of the Corporation work, including the units, common elements, as well as any shared facilities. Everyone in the workplace must be dedicated to preventing workplace violence. The management team, board members of self-managed corporations, supervisors and all other workers are expected to uphold this policy and will be held accountable by the Corporation for doing so.

**4. Workplace Violence Prevention Program**

Toronto Standard Condominium Corporation No. 1577 has developed a Workplace Violence Prevention Program that implements this Workplace Violence Prevention Policy. It includes:

- (a) an assessment of the risk of workplace violence;
- (b) measures and procedures to protect workers from workplace violence;
- (c) a means of summoning immediate assistance in the event of a violent or potentially violent incident;
- (d) a process for workers to report incidents or raise concerns of workplace violence;
- (e) a process for investigating incidents of workplace violence; and
- (f) periodic reassessment of Toronto Standard Condominium Corporation No. 1577's Workplace Violence Prevention Policy and Workplace Violence Prevention Program.

Toronto Standard Condominium Corporation No. 1577 will ensure that this Workplace Violence Prevention Policy and the supporting Workplace Violence Prevention Program are implemented and maintained and that all workers and supervisors have the appropriate information and instruction to protect them and their co-workers from violence in the workplace.

**5. Responsibility**

All workers will adhere to this Workplace Violence Prevention Policy and the supporting Workplace Violence Prevention Program. The management team, board members of self-managed corporations and supervisors, if any, are responsible for ensuring that the measures and procedures set out in the Workplace Violence Prevention Program are followed by workers and that workers have the information they need to protect themselves and their co-workers from workplace violence.

Every worker must work in compliance with this Workplace Violence Prevention Policy and the supporting Workplace Violence Prevention Program. All workers are encouraged to raise any concerns about workplace violence and are required to report any violent incidents or threats of violence.

## B. WORKPLACE DISCRIMINATION AND HARASSMENT PREVENTION POLICY

### 1. Statement of Policy

Toronto Standard Condominium Corporation No. 1577 recognizes the dignity and worth of all persons and to that end believes in providing and maintaining a work environment in which all employees of Toronto Standard Condominium Corporation No. 1577 and employees of companies providing services to Toronto Standard Condominium Corporation No. 1577, owners, residents, guests and visitors are free from workplace harassment.

### 2. Prohibited Discrimination and Harassment

First, the *Human Rights Code* provides that every person has the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability (the "prohibited grounds").

This provision means that there is a prohibition on any form of discrimination based upon a prohibited ground, save and except for differential treatment of a person that is for a reasonable and legitimate purpose (e.g. *bona fide* occupational requirement). Any form of wrongful discrimination is therefore prohibited including, but not limited to, the harassment of a person on the basis of one of the prohibited grounds.

Second, the *Human Rights Code* provides that every person who is an employee has a right to be free from harassment in the workplace because of sex by his or her employer or an agent of the employer or by another employee. The *Human Rights Code* also provides that every person has the right to be free from a sexual solicitation or advance made by a person in a position to grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that the solicitation or advance is unwelcome. The *Human Rights Code* also provides that every person has a right to be free from any reprisal or threat of reprisal for the rejection of any such sexual solicitation or advance.

Third, the *Occupational Health and Safety Act* prohibits any form of workplace harassment. It is not limited to harassment based upon prohibited grounds. It is a broader prohibition of harassment than that contained in the *Human Rights Code*.

### 3. Definitions

In order to understand the scope of this policy, it is necessary to set out the definitions of certain terms.

- (a) "Workplace" for the Corporation's purposes means any place in Toronto Standard Condominium Corporation No. 1577 or shared facilities, if any, where work-related activities are conducted.
- (b) "Harassment" means engaging in a course of vexatious comment or conduct that is known, or ought reasonably to be known, to be unwelcome. It includes unwelcome, unwanted, offensive, or objectionable conduct that may have the effect of:
  - (i) creating an intimidating, hostile or offensive work environment;
  - (ii) interfering with an individual's work performance;
  - (iii) adversely affecting an individual's employment relationship; and/or
  - (iv) denying an individual dignity and respect.

Harassment may result from one incident or a series of incidents. It may be directed at a specific individual or group.

Examples of harassment, or discriminatory conduct which may constitute workplace harassment, include, but are not limited to:

- (i) humiliating an employee of the Corporation or another employer's worker, in front of co-workers, owners, residents, visitors, guests or another employer's workers;
- (ii) the making of any work-related decision (including matters of hiring, promotion, compensation, work assignments, evaluations, training or job security) on the basis of any of the prohibited grounds rather than on the basis of merit;
- (iii) comments which are intended, or that ought reasonably to be known, to promote stereotyping of a person or persons on any of the prohibited grounds;
- (iv) jokes or comments which draw attention, for example, to a person's disability, age, ethnic, racial, or religious background or affiliation or which draw attention to a person's gender or sexual orientation with the effect of undermining such a person's role in a professional or business environment or that by their nature are known or ought reasonably to be known to be embarrassing or offensive;
- (v) derogatory remarks, verbal abuse or threats directed towards members of one gender or regarding the sexual orientation of an individual or individuals or with respect to the ethnic, racial or religious background or affiliation of an individual or group; and/or
- (vi) bullying.

- (c) "Sexual Harassment" is any unsolicited conduct, comment, or physical contact of a sexual nature that is unwelcome by the recipient. It includes, but is not limited to:
- (i) any unwelcome sexual advances (oral, written or physical);
  - (ii) requests for sexual favours;
  - (iii) unwelcome sexual or gender related comments, innuendoes, remarks, jokes or taunts;
  - (iv) unnecessary physical contact such as patting, touching, pinching or hitting;
  - (v) displays of sexually degrading, offensive or derogatory material such as graffiti or pictures;
  - (vi) physical or sexual assault;
  - (vii) propositions of physical intimacy;
  - (viii) bragging about sexual prowess;
  - (ix) leering or inappropriate staring;
  - (x) inquiries or comments about a person's sex life or sexual behaviour; and/or
  - (xi) sexual jokes or stories causing embarrassment or offence, that are told or carried out after the person telling the story or joke has been advised that they are embarrassing or offensive or that by their very nature are known or ought reasonably to be known to be embarrassing or offensive.

#### 4. Application of Policy

This policy applies to all employees of Toronto Standard Condominium Corporation No. 1577 and employees of companies that provide services to Toronto Standard Condominium Corporation No. 1577, visitors, guests, current and prospective unit owners and residents. This policy covers all forms of discrimination or harassment prohibited under the *Human Rights Code* and the *Occupational Health and Safety Act*.

This policy applies not only during working time, but to and during any activities on or off the premises of Toronto Standard Condominium Corporation No. 1577 that could reasonably be associated with the workplace including work related social events.

#### 5. Workplace Discrimination and Harassment Prevention Program

In order to implement this Workplace Discrimination and Harassment Prevention Policy, Toronto Standard Condominium Corporation No. 1577 has developed the following Workplace Discrimination and Harassment Prevention Program. That Program, as more fully set out in the Program documents:

- (a) includes measures and procedures for workers to report incidents of workplace discrimination or harassment;
- (b) sets out how Toronto Standard Condominium Corporation No. 1577 will investigate and deal with incidents and complaints of workplace discrimination and harassment; and
- (c) sets out the information, instruction and training that will be provided to all the workers of Toronto Standard Condominium Corporation No. 1577 with respect to this policy and the supporting Workplace Discrimination and Harassment Prevention Program.

#### 6. Responsibility

All workers are responsible for ensuring that discrimination and harassment are not tolerated in the workplace.

All workers when they become aware of any allegations or complaints of workplace discrimination or harassment are requested to promptly report those allegations or complaints to a manager, a supervisor, or other person as may be appropriate.

The management team, board members of self-managed corporations and supervisors are responsible for providing a work environment that is free from workplace discrimination and harassment. This responsibility includes actively promoting a positive, harassment and discrimination free, work environment.

#### 7. Investigations of Discrimination or Harassment

All complaints, reports or allegations, formal and informal, of workplace discrimination and harassment will be investigated in accordance with the Workplace Discrimination and Harassment Prevention Program of Toronto Standard Condominium Corporation No. 1577.

#### C. GENERAL

#### 8. Consequences

Toronto Standard Condominium Corporation No. 1577, if the violator is an employee of the Corporation, has the sole responsibility and authority to determine the appropriate disciplinary action, if any, for a violation of the Workplace Violence Prevention Policy and/or the Workplace

Discrimination and Harassment Prevention Policy. Disciplinary action for violations of these policies will take into consideration the nature and impact of the violation, and may include discipline from a verbal or written reprimand to termination of employment without notice or compensation. If the violator works for one of the Corporation's suppliers, Toronto Standard Condominium Corporation No. 1577 may require the supplier to take disciplinary action satisfactory to the Corporation before permitting the violator to provide further services to Toronto Standard Condominium Corporation No. 1577 on behalf of the supplier or may require the supplier to provide its goods/services via another employee or both. If the violator is a resident, guest or visitor, Toronto Standard Condominium Corporation No. 1577 may pursue any and all legal remedies necessary to protect workers from further harm, which may include the involvement of police, a cease and desist order and/or a restraining order. If any work is required to be performed by Toronto Standard Condominium Corporation No. 1577 in a unit where a violator resides, Toronto Standard Condominium Corporation No. 1577 may prohibit such violator from being present in the unit while such work or repairs is being completed.

Deliberate false accusations of workplace violence, discrimination or harassment are of an equally serious nature and will also result in disciplinary action up to and including termination of employment without notice or compensation. An unproven allegation of violence, discrimination or harassment does not mean that violence, harassment or discrimination did not occur or that there was a deliberate false allegation. It may simply mean that there was insufficient evidence to proceed or that even though the complainant may have genuinely believed that there was violence, discrimination or harassment, the investigation has not borne out the complaint.

#### 9. Reprisals

Retaliation or reprisals are prohibited against any individual who has complained of workplace violence, discrimination or harassment under these policies, or has provided information regarding such a complaint. Any such retaliation or reprisal is subject to disciplinary action, up to and including termination of employment without notice or compensation. If a complaint is made against one of the Toronto Standard Condominium Corporation No. 1577's suppliers and the supplier retaliates against the complainant, Toronto Standard Condominium Corporation No. 1577 may require the supplier to take disciplinary action satisfactory to the Corporation before permitting the violator to provide further services to Toronto Standard Condominium Corporation No. 1577 on behalf of the supplier, or may require that goods/services are provided through a different employee or both. Alleged retaliation or reprisals are subject to the same complaint procedures and penalties as complaints of discrimination and harassment.

#### 10. Confidentiality

Toronto Standard Condominium Corporation No. 1577 recognizes that individuals may find it difficult to come forward with a complaint under this policy because of concerns of confidentiality. Therefore, all complaints concerning workplace violence or discrimination or harassment, as well as the names of parties involved, shall, to the degree possible, be treated as confidential. However, the Corporation's obligations, including the obligation to conduct an investigation into the alleged complaint may require limited disclosure. At the conclusion of each complaint process, all related documentation will be maintained for safe-keeping in a confidential manner in the management office or with the President of the Corporation's board of directors if the corporation is self-managed.

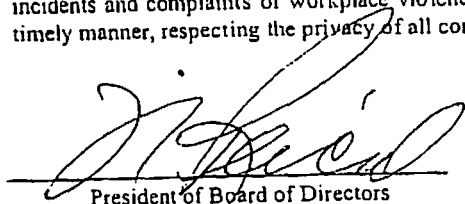
#### 11. Complaints Against Third Parties

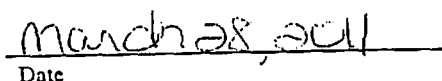
Toronto Standard Condominium Corporation No. 1577 recognizes that a worker may be subject to workplace violence, discrimination or harassment by co-workers, employees of other companies that provide services to Toronto Standard Condominium Corporation No. 1577, current and prospective unit owners and residents, visitors, guests and by others who conduct business with Toronto Standard Condominium Corporation No. 1577.

A worker who believes that he or she has been subjected to discrimination or harassment by a person who does not work for Toronto Standard Condominium Corporation No. 1577 may seek the advice of the management team or board members of self-managed corporations who will take whatever action is practicable and appropriate in the circumstances. The Corporation's board of directors intends to pass this policy as a rule of Toronto Standard Condominium Corporation No. 1577, so that breaches of the policy by unit owners/tenants/visitors/guests shall be dealt with as a breach of the Corporation's rules.

#### 12. Commitment

Toronto Standard Condominium Corporation No. 1577 pledges to investigate and deal with all incidents and complaints of workplace violence, discrimination and/or harassment in a fair and timely manner, respecting the privacy of all concerned as much as possible.

  
President of Board of Directors

  
Date