

# MTCC 964 Condominium Corporation

## Rules & Regulations

### Introduction

*The Condominium Act, 1998* (the "Act") and the Condominium documentation which all owners received contain a number of Rules and By-laws designed to assist our Corporation to operate in a businesslike manner that is in the best interests of the majority of residents. Your Board of Directors (the "Board" or "Board of Directors") is also authorized by legislation to introduce additional Rules for the same purpose and after careful consideration your Board decided to pass a complete new set of rules, which incorporate some of the old rules and add many new ones.

All Residents should, however, be very familiar with the following Rules, particularly those which establish the "do's and don'ts" that must be followed for the maximum comfort and enjoyment for the majority of Residents.

In addition to rights, restrictions and obligations stated in the Act and the Corporation's Declaration and By-Laws (all of which everyone should read carefully and understand), use of the common elements and units shall be subject to the Rules which the Board of Directors may make to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. Everyone is required to comply with these Rules, the Act and the Corporation's Declaration and By-Laws.

Property Management, to whom infractions of the Rules should be reported in writing, has the full support of the Board of Directors in enforcing the Rules. Your co-operation in this regard will be greatly appreciated by your neighbours.

The following Rules shall be observed by each Owner, and the term "Owner" shall mean "Owner" as defined in the Act for purposes of compliance with the Act, Declaration, By-laws and Rules and includes Residents, occupants and/or tenants or licensees, their families, visitors, guests and employees or agents of any of the above. "Resident" shall mean anyone who is a resident in any unit in the Corporation, for any length of time, and includes but is not limited to a temporary guest or anyone who is permitted to reside in a unit for any period of time by the Owner or tenant of the unit.

"Property Manager", "Property Management" or "Manager" shall mean the individual or company appointed by the Corporation to manage the property and assets of the Corporation, or any agent or employee thereof.

The terms used herein shall have the same meaning as the terms in the Act.

## Enforcement

1. These Rules apply to all present and future Owners who shall be subject to and shall comply with the provisions of the Act, the Declaration, the By-laws and any other Rules of Metropolitan Condominium Corporation No. 964 (hereinafter referred to as "the Corporation").
2. In addition to all other means of enforcement available to the Corporation, attention is directed to Section 134 of the Act which provides that a duty imposed by the Act, the Declaration, the By-laws or the Rules (hereinafter referred to as "Documentation") may be enforced by an order of the Court directing the performance of the duty.
3. Notwithstanding anything contained in these Rules, any and all losses, costs or damages incurred by the Corporation by reason of a breach of the Act or any provision in the Documentation in force from time to time, by any Owner, or any person, thing or animal for whom or for which the Owner is responsible, shall be borne and/or paid for by such Owner and may be recovered on a substantial indemnity basis by the Corporation against such Owner in the same manner as common expenses or as may be provided in the Act or in any other lawful manner.
4. Owners and their families, guests, visitors, servants and agents shall not create or permit the creation or continuance of any noise or nuisance which, in the sole and exclusive opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other Owners or their respective families, guests, visitors, servants and persons having business with them.

In addition to any other enforcement proceedings which may be available to the Board of Directors pursuant to the Act, the Board shall also have the authority to deal with Owners who violate the Documentation as follows:

- i. the offending Owner shall be notified in writing by the Property Manager and/or the Board of Directors with respect to the first violation and shall be given 14 days to rectify the violation where applicable, or signify their future willingness to comply with the Documentation;
- ii. upon the occurrence of the second violation the Owner shall again be notified in writing by the Property Manager and/or the Board of Directors and shall within two days after receipt of said notice provide a written undertaking to comply with the Corporation's Documentation, to the Board of Directors;
- iii. upon the occurrence of the third violation, the Board of Directors may after meeting with the Owner, require the Owner to place a security deposit with the Corporation in an amount determined by the Board in their sole and unfettered discretion, and said security deposit may be forfeited and considered liquidated damages in the event that any further breaches of the provisions of the documentation should occur;
- iv. upon the occurrence of any further violation, the Board of Directors may suspend the Owner from further use of the Corporation's facilities for a period of time to be determined by the Board of Directors acting reasonably.

## Residential Units

1. Each residential unit shall be occupied and used only as a private single family residence and for no other purpose.
2. No immoral, improper, offensive or unlawful use shall be made of any residential unit or of the Corporation's property. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies having jurisdiction shall be strictly observed.
3. As stated in the Corporation's Declaration, no animal, livestock or fowl of any kind whatsoever, including those usually considered pets, are permitted to be kept or allowed in any residential unit.
4. All Owners/Tenants will provide Property Management with a key for any and all chain locks or entrance locks.
5. No auction sales or events to which the general public is invited shall be allowed in any unit or on the common elements.
6. Each Owner shall install, maintain and repair a smoke or similar fire detection device in his unit, provided that such device is approved by the Underwriters' Laboratories of Canada and shall have and maintain a properly working fire extinguisher.
7. The following rules shall apply to the installation and maintenance of any washing machine installed in a residential unit:
  - i. each washing machine shall be equipped with nylon reinforced hoses for the supply of hot and cold water designated for at least a minimum burst pressure of 1,000 p.s.i. and a rubber compound to withstand 180 degrees Fahrenheit;
  - ii. after using any washing machine, each Owner, his tenant, guest, servant or agent shall immediately turn off the taps to both the hot and cold water supply; and
  - iii. each washing machine shall be installed in such a manner so as to permit the easy and convenient shut off of taps thereto, it being the purpose and intent of this rule to reduce or eliminate the considerable inconvenience and costs incurred as a result of flooding caused by the bursting of inadequate and poorly installed washing machine hoses.
8. No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her residential unit or adjacent common elements. Owners shall immediately report to the management office all incidents of pests, insects, vermin or rodents. Upon receipt of notice in writing, each Owner shall permit entry to his/her unit for the purpose of conducting pest control operations, including any spraying program to eliminate any incident of pests, insects, vermin or rodents within the Building. Each Owner shall prepare the unit in the manner prescribed in the aforesaid notice and shall permit and facilitate entry into the unit by any authorized pest control personnel and shall co-operate in order to carry out the full extent of this rule.
9. No awnings, shades, screens, enclosures or structures whatsoever shall be erected over and outside of the windows and no reflective or insulating material or coverings may be placed on any window or door without the prior written consent of the Board of Directors to ensure a uniform external appearance only.

10. All shades, awning or other coverings shall be white on the outside and all draperies shall be lined in white to present a uniform appearance to the exterior of the building.
11. Water shall not be left running unless in actual use.
12. The water closets (toilets) and other water apparatus shall not be used for purposes other than those for which they are constructed, and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the Owner who has, or whose family, guests, tenants, visitors, servants or agents have caused such damage.
13. No television antennae, satellite dish or dishes, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit or common element except in connection with a common television cable system supplying service to the entire building or with the prior written permission of the Board of Directors.
14. No barbecues are permitted on any portion of the Corporation's property other than as provided in these Rules.
15. No gas appliances are permitted in the units or the Corporation's property.
16. No portion of a unit (other than the entire unit) shall be partitioned or divided for use as a single-family residence.
17. No Owner shall permit anything to be done within the unit, which does or may disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by others. No Owner shall permit smoke, including second hand smoke, to interfere with other residents in other units or in the common elements. If the Corporation receives complaints about smoke penetrating from a particular unit to another unit or the common elements, the Board may, after having investigated the complaints and being reasonably satisfied with the legitimacy of the complaints, require the Owner of the unit from which the smoke emanates to take whatever steps are required to rectify the problem. Without limiting the generality of the foregoing, these steps could include the Owner installing at his/her own cost, adequate ventilation of their unit to stop the smoke penetration.
18. No Owner shall permit cooking odours to interfere with other residents in their units or the common elements. Owners/Tenants will not be permitted to prop open their suite doors for the purpose of obtaining extra ventilation or for any reason. All doors have been designed to permit maximum ventilation within each unit. This is a direct violation of the fire code. If the Corporation receives complaints about food odours emanating from a particular unit to another unit or the common elements, the Board may, after having investigated the complaints and being reasonably satisfied with the legitimacy of the complaints, require the Owner of the unit which is creating the food odour penetration to take whatever steps are required to rectify the problem. Without limiting the generality of the foregoing, these steps could include the Owner installing at his/her own cost, adequate ventilation of their unit to stop the odour penetration.
19. No noise shall be permitted to be transmitted from one residential unit to another. If the Board of Directors determines in its sole and exclusive discretion that any noise is being transmitted to another unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such residential unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to

the Corporation for all expenses thereby incurred in abating the noise (including reasonable solicitor's fees on a complete indemnity basis).

20. Owners/Tenants must place sufficient carpeting and under padding in the units in order to reduce the noise transmitted to units below. If a person wants to install a hard surface floor such as hard wood or tiles instead of carpeting, the written consent of the Board of Directors must be obtained and the Owner shall be required to comply with Section 98 of the Act. This consent may be withheld unless the person installs and maintains sound attenuation materials as approved by the Board of Directors so as to prevent any noise disturbance to surrounding units.
21. Owners who have rented their units must give a copy of the Documentation to Tenants.
22. No feeding of birds or nesting permitted on window ledges.
23. Nothing shall be placed on the outside of the window sills or projections of any unit.
24. No major electrical appliances; except a stove, refrigerator, washing machine, clothes dryer, dishwasher, other common household electrical appliances, and any electrical appliances originally provided by the Declarant shall be installed or used in any unit without the prior written consent of the Board.
25. Owners shall repair, clean and maintain the common elements, exclusive use common elements, the unit and equipment within the unit as required under the Declaration. It is very important that owners fully understand their repair and maintenance obligations as they are not always as one may think. Refer to these Rules and the Declaration (particularly Article V "Maintenance and Repairs").
26. Insurance for the contents, betterments, improvements and liability of and within the unit is the responsibility of the Owner/Resident and not the Corporation. Note that Section 3 of Article VIII of the Declaration states that owners should carry this insurance.

## **Common Elements**

1. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements whatsoever without the prior written consent of the Board of Directors, unless as specifically permitted in the Declaration.
2. As stated in the Declaration, no animal, livestock or fowl of any kind whatsoever, including those usually considered pets, are permitted to be on or about the common elements, including the Exclusive Use Common Elements.
3. Nothing shall be thrown out of windows or doors of the Building. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door, or those parts of the common elements over which the Owner has exclusive use. No hanging or drying of clothes is allowed from windows.
4. No one shall store combustible, inflammable or offensive goods or materials upon any part of the Corporation's property, including locker units, parking spaces or residential units.
5. No articles, fixtures or doormats shall be placed at individual doorways leading into any residential unit or in the hallways. No one shall obstruct or permit the obstruction of any entry,

passageway, hallway or stairwell which is part of the common elements and any such entry, passageway, hallway or stairwell shall be used only as a means of ingress or egress to and from the building and the residential unit or some other part of the common elements. No one shall place or leave, or permit to be placed or left, anything in the corridor outside a unit or in the stairwells.

6. The sidewalks, entries, passageways, walkways and driveways used in common or by the Owners shall not be obstructed by any of the Owners or used by them for any purpose other than for ingress and egress to or from their respective units.
7. Unit Owners, Tenants, their families, guests, visitors, servants or persons having business with them, shall not congregate in the hallways, passageways, walkways, driveways or any other parts of the common elements or use these areas for any purpose other than to enter or exit from their respective units.
8. Owners shall not place, leave or permit to be placed or left in or upon the common elements (including those of which they have the exclusive use) any debris, refuse or garbage, except on days designated by the Board or Management.
9. No building, structure or tent shall be erected and no trailer shall be placed, located, kept or maintained on the common elements including any exclusive use common element.
10. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the Corporation's property, including grass, trees, shrubs, hedges, flowers or flower beds, nor shall anyone uproot existing plants, hedges, shrubs or trees, nor plant new shrubs, hedges or trees anywhere upon the common elements.
11. Food and beverage consumption is prohibited in the hall, elevators, stairwells and lobbies.
12. Everyone is required to wear proper attire (shoes, shirts and bathing suit cover-up's) when using common hallways, entrances or elevators.
13. Smoking is not permitted anywhere indoors within the common elements, including the hallways, recreational facilities, elevators, stairwells, basement level etc. "No smoking" signs are posted in these areas and presently there is a \$5000.00 fine for violation. Subject to other provisions in these Rules, smoking is only allowed in your Unit or outside of the Corporation's entrance doors at least 25 feet (9 metres) from the main entrance doors. The City of Toronto has passed a non-smoking By-Law with which all Residents must comply.
14. No Owner shall obstruct or interfere with the rights of other Owners.
15. The Owner of a unit is responsible for any costs and damages to any unit in the Corporation or the common elements, that may have been caused by the Owner or any person, thing or animal for whom or for which the Owner is responsible, howsoever caused. Without limiting the generality of the foregoing, these costs include any insurance deductible that the Corporation may have paid or has to pay.
16. The moving of any large items should be coordinated with either security, concierge or Management and the elevator booked in advance.
17. No equipment shall be removed from the common elements by, or on behalf of any Owner or resident of a unit.

18. No outside painting shall be done to the exterior of the units, railings, doors, windows, or any other part of the common elements.
19. All stored articles must be placed within individual lockers and no storage is permitted on top of the lockers so as to conflict with fire regulations.
20. Lockers shall not be used as workshop areas or for any purpose other than for storage.

### **Security – Controlled Access to Units**

1. No one shall change any lock or locks in or to a residential unit or the common elements or place any additional lock on any door in or to any residential unit or the common elements, without first obtaining the written approval of the Board of Directors, and if such approval is given, without first providing to Property Management a key for such changes or additional lock or locks.
2. Prior to leaving the unit for any extended period of time, each resident shall arrange to stop delivery of newspapers and any other deliveries and inform security personnel that the resident is on vacation or away from the unit for an extended period of time and that all such deliveries have been suspended. Newspapers and other items delivered to a unit and not picked up after reasonable time may be removed by the Property Manager.
3. If guests are given permission to occupy a residential unit during a resident's absence, the Property Manager shall be notified in writing of the name of such guests, dates of occupancy and their automobile licence numbers. No guests will be admitted to the property nor permitted to occupy any residential unit unless such information is so provided.
4. The Board of Directors shall have the authority from time to time to restrict the number of building access keys and/or access cards to unit owners and set policies regarding replacement of such keys and/or cards from time to time. Each owner shall abide by such policies, as established by the Board of Directors from time to time.
5. The Corporation shall retain a copy of all keys to all units and all Owners shall provide Property Management with a copy of all such keys.
6. Purchasers or tenants acquiring a unit must register with the Property Manager prior to moving in and upon completion of a Resident Information Form and upon sufficient proof that they are entitled to occupy the unit which, in the tenant's case shall be satisfied by a copy of the lease agreement from the Owner, the Property Manager shall activate all keys to the common elements.

### **Services provided by Concierge**

1. The concierge and any security staff employed by the Corporation will be instructed not to allow visitors, workmen or delivery personnels' entry into the building unless such entry is authorized by the appropriate resident of a residential unit and such authorization has been communicated to the concierge in the manner and format prescribed from time to time by the Board.

2. The concierge is instructed to have any cars which are improperly parked on the property (including residents' vehicles) tagged and/or towed from the property at the expense and risk of the vehicle's owner.
3. The concierge has the authority to act on behalf of the Board of Directors to enforce the Rules of the Corporation. The concierge or other security personnel have the right to restrict Owners from using the facilities and anyone so restricted shall comply with and obey these restrictions.
4. The concierge is a security officer of the Corporation and will leave the front desk area if there is an emergency or if doing their patrol of the common elements. If the security guard is not available and there is an emergency then depending on the type of emergency you can dial 911, contact the Property Manager, the Superintendent or the Emergency After Hours hotline.
5. The concierge desk will be staffed as per the security hour schedule, 7 days per week.
6. The concierge, Property Manager and Superintendent are the only persons authorized to operate the desk controls. Under no circumstance is an Owner, tenant, resident or anyone else permitted to operate the controls.
7. The concierge is not permitted to allow entry to any Unit. Only Management or the Superintendent are allowed to authorize entry to Units for emergency situations.
8. The concierge keeps a Visitor's Register for visitors who have gained advance written permission from an Owner to enter the Corporation in the absence of the Owner. After proper identification has been shown to the Concierge, the visitor will be allowed entrance to the building but not the unit unless the Owner has left an extra key at the front desk and given clear written instructions that the unit key may be released to the visitor. The Corporation, its owners, directors, employees and Property Management take no responsibility or assume no liability for any acts of visitors and the Owner hereby releases all of same.
9. The concierge or the Corporation is not responsible for any delivered goods or personal property that is left on the Corporation's property or with the security staff.
10. The concierge has been instructed by Management that if a resident is not in when a parcel is delivered, to not take delivery of the parcel as it is the sole responsibility of the resident to be available to receive their own parcel deliveries.
11. The concierge desk telephone is to be used only by the staff. Permission must be given in order to use the desk telephone by anyone else.
12. The concierge must be notified immediately of any emergencies and serious malfunctions in the building's common areas or within the suites so that proper entry and follow-up can be made in the logbook.
13. For the safety of all residents, the concierge must be notified immediately of any suspicious activity including non-residents wandering around the building.
14. No keys to or from realtors or agents will be accepted by the Concierge.
15. Everyone is advised not to permit entry to the building (by holding doors open) for anybody you do not personally recognize as a current resident or who cannot produce suitable identification (accordingly residents should be prepared to produce identification on request).



16. Owners who are renting out suites shall notify their tenants that they must obey the Act and the Documentation. It is the owner's responsibility to ensure that renting out the suite does not compromise security and enjoyment of the other Owners and that the tenant complies with the Act and the Documentation, and the Owner is responsible for any and all costs and damages caused by the tenant, including but not limited to, all costs incurred by the Corporation in enforcing the Act and the Documentation.

## **Fire/Safety**

1. No Owner shall do or permit anything to be done in his/her unit or bring or keep anything therein which will in any way increase the risk of fire or any other peril or the rate of fire insurance or other insurance premiums on any building or on property kept therein, or obstruct or interfere with the rights of Owners, or in any way injure or annoy them, or conflict with the Regulations of the relevant fire department or with any insurance policy carried by the Corporation or conflict with any of the Rules and ordinances of the local board of health or with any municipal by-laws or any provincial or federal statute or regulation.
2. Owners shall not overload existing electrical circuits and plumbing facilities in their units.
3. No stores of coal, propane gas or any combustible or offensive goods, provisions or materials shall be kept in the units, common elements or lockers without the prior written consent of the Board. Offensive goods will be those judged to be offensive by the Property Manager or the Board of Directors at their sole discretion.
4. No Owner shall install any gas or wood burning fireplace.
5. Fire routes must be kept clear at all times.
6. All Owners are required to maintain a regularly serviced fire extinguisher and smoke detector.

## **Moving and Elevator Usage**

1. Upon moving from a residential unit, the Owner or tenant vacating the premises shall surrender all of the common element keys or access cards, including any garage remote control device to the purchaser's lawyer or the Owner (if a tenant vacating) as the case may be, so as to enable these to be passed on to the new resident(s) of the residential unit. Purchasers or tenants acquiring a residential unit must register with the Property Manager prior to moving in date at which time all the registered common element keys and garage remote control device will be activated.
2. No Owner shall move furniture and equipment from one floor to another or in or out of the building except by the elevator designated for such purpose by the Property Manager and only after proper wall protection has been affixed by advance arrangement with the Property Manager. The time and date of moving shall be predetermined by arrangements with the Property Manager.
3. Arrangements or bookings for using the elevator when moving in or out or from floor to floor must be made a minimum of seventy-two (72) hours in advance with the Property Manager.

Moves may only take place from Monday to Saturday between 9:00 a.m. and 7:00 p.m. No move-ins or outs are permitted on Sundays or Statutory Holidays.

4. All bookings of the elevator require a Two Hundred (\$200.00) security deposit (which amount may be changed by the Board in its sole discretion) when moving into the building and the Owner/resident must complete the Elevator Reservation Form and submit the completed form to concierge. When moving into the building or from floor to floor, the security deposit will be returned if, after inspection, no damage has occurred and a Resident Information Form, respectively, is completed and submitted to the Property Manager. When moving out, the security deposit will be returned if, after inspection, no damage has occurred.
5. All furniture must be taken directly from the elevator to the suite or from the suite to the elevator, as applicable. Nothing shall be placed or left, even temporarily, in the hallway.
6. Where damage to the elevator or any part of the common elements has been caused by the movers or by the movement of furniture and equipment into or out of a unit, the person whose name is on the Elevator Reservation Agreement and/or the Owner of the suite shall be responsible to the Corporation for the cost of repairing such damage. The cost of repair shall be assessed by the Property Manager as soon as possible after the move, on the basis of quotations. The Corporation may collect any such amount owing as provided in the Act, the Corporation's Declaration or by any other lawful means and it shall form part of the common expenses for the unit, the arrears of which may be collected as for any arrears of common expenses.
7. All moves must be made through the move-in room. No items can be moved through or stored in the corridor inside the back door. No items of any type are allowed to be moved through the main lobby doors.
8. Miscellaneous furniture moves must be prearranged with the Property Manager or Concierge. Elevator reservations must also be made when receiving furniture deliveries or for renovations, and only the service elevator may be used for this purpose.
9. Owners must ensure that their movers are adequately insured.
10. Smoking is prohibited in the elevators. Owners/Tenants/Residents must ensure that their guests abide by all Rules.
11. In the event of an emergency, press the "emergency" button on the floor indicator panel. The alarm will signal that there is an emergency.
12. When it is necessary to hold the elevator door open briefly use the "Door Open" button to do so. The door must not be held open by other means, i.e. bodily, or by using a large object, as costly repairs can result.
13. Jumping within the elevator is prohibited. If the elevator is in motion, jumping could cause it to stop between floors. When the elevator company comes out on this type of a call they presently charge a minimum of \$350.00, which will be charged to the person who caused this situation and the Owner of the unit.

## **Owners and Tenants**

1. Prior to moving into a unit and concurrent with the booking of an elevator for a move, each Tenant shall complete the Resident Information Form and Covenant and will subsequently revise it when required. An executed copy of the Application/Offer to Lease and the Lease itself must be given to

Property Manager. This information is kept totally confidential in a locked filing cabinet, and is necessary for the safety and security of the Residents.

2. Owners shall ensure that their tenants strictly comply with the provisions governing the use and occupation and leasing of residential units set forth in the Documentation. In the event that the Owner fails to obtain the foregoing Documentation in compliance with paragraph (1) above as required pursuant to the Documentation, or fails to ensure his own compliance and that of his tenants with the requirements of the Act and the Documentation, any person or persons intending to reside in the residential unit and common elements shall be considered to be an unauthorized person and entry to the building or any part of the common elements including the recreational amenities may be expressly denied by the Property Manager until such person(s) and the Owner have fully complied with the Act, and the Documentation.
3. Within seven (7) days of ceasing to rent or lease a unit (or within seven (7) days of an Owner being advised that his tenant has vacated or abandoned such unit(s), as the case may be) the Owner shall notify the Property Manager in writing that the unit is no longer rented or leased.
4. No Owner shall allow his tenant to sublet his unit.
5. All Owners shall be responsible for ensuring that their tenants comply with the Act and the Documentation and for damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefore;
6. During the period of occupancy by tenant, the Owner shall have no right of use of any part of the common elements.
7. No more than two (2) persons shall occupy a one-bedroom unit, no more than four (4) persons shall occupy a two-bedroom unit and no more than three (3) persons shall occupy a one-bedroom plus den.
8. No Owner, resident or tenant shall, upon reasonable notice, deny entry to his unit to the Corporation or any person authorized by the Corporation to perform the objects and duties of the Corporation.
9. Upon entering into the lease of a unit, the Owner shall provide:
  - i. the Tenant with a copy of the Documentation;
  - ii. the Owner's new address to the Property Manager;
  - iii. such other information as the Board of Directors may from time to time reasonably require.
10. A lease or tenancy shall be for an initial term of not less than one (1) year except that a lease may be for an initial term of less than one year when, upon the expiration of the term, it is the bona fide intention of the Owner to promptly thereafter complete a sale of the unit. No unit shall be occupied under a lease or license arrangement for transient or hotel purposes. All tenancies for units shall be in writing.
11. Any Owner of a parking unit(s) who is not a resident in the Corporation shall use only those areas of the common elements that are necessary for access to and egress from that parking unit and shall not use any other area of the common elements.

12. All Tenants, their families, guests/ visitors or persons having business with them are governed by all rules heretofore enunciated, as per the Act and the Documentation.
13. Any Owner leasing his residential unit shall not be relieved thereby from any of his obligations with respect to the said Unit, which shall be joint and several with his tenant.
14. Whenever a Tenant moves out all the electronic access keys will be de-activated.

## **Parking**

1. The Declaration makes a distinction between "Parking Units" of which there are 25 (most consist of the visitor parking spots) and "Parking Spaces" of which there are 220. All Parking Spaces are common elements with the exclusive use granted to respective units as described in the Declaration registered on title in the Land Titles Office as exclusive use common elements. Parking Units are actual units with title to them, i.e. owned and not exclusive use common elements.
2. These Rules apply equally to Parking Spaces and Parking Units, modified to the extent required to reflect the legal difference between them. For the purpose of these Rules, "Parking Spots" shall mean Parking Spaces and Parking Units.
3. Each Owner, or resident, shall provide the Corporation with the licence numbers of all motor vehicles driven by residents of that particular Parking Spot. The make and model of the motor vehicle is also required. The registry of such numbers shall be used only for the conduct of Corporation business.
4. Any change to the information provided on the Resident Information Form must be reported immediately to the Management Office.
5. Those authorized shall park only in the Parking Spot registered for the motor vehicle and only one motor vehicle is to be parked in each Parking Spot and no resident shall park in a Parking Spot designated for visitors without the prior written consent of the Board. All vehicles parked in a Parking Spot other than their own without the permission of the Property Manager shall be tagged and/or towed away at the vehicle owner's and Owner's expense and risk.
6. Each Parking Spot shall be used and occupied only for motor vehicle parking purposes, in strict accordance with the rules of the Corporation in force from time to time, and without limiting any wider definition of the term "motor vehicle" as may be imposed by the Board from time to time, the term "motor vehicle" shall be restricted to a private passenger automobile, motorcycle, station wagon, mini-van or truck not exceeding 6 feet in height, and shall exclude any type of commercial vehicle, truck, trailer truck, trailer or recreational vehicle, as well as any van, motor home, boat and/or snowmobile, machinery or equipment of any kind (and such other vehicles as the Board may wish to exclude from the property from time to time).
7. No trailer, camper, recreational vehicle, boat, snowmobile, tires, combustible materials, machinery or equipment or goods of any kind shall be parked, left or placed on any part of the common elements or any Parking Spot, nor shall any motor vehicle be parked on any part of the common elements other than a designated Parking Spot.
8. Each Parking Spot shall be used and occupied for the parking of only one (1) motor vehicle.

9. All moving vans and delivery vehicles are required to register with the Property Manager the following information:
  - i. driver's name
  - ii. driver's company
  - iii. licence plate number
  - iv. name of resident and unit for delivery
  - v. arrival and departure times.
10. No Owner, resident, tenant or occupant shall install, or cause or permit to be installed a garage door, or enclosure of any kind on a Parking Spot, nor shall any Owner, resident, tenant or occupant enclose, or cause or permit to be enclosed, any Parking Spot in any manner whatsoever.
11. No Owner shall sell, lease or permit his Parking Spot to be used by anyone but another resident of the Corporation or the Corporation and must notify the Property Manager prior to same.
12. The Board of Directors may, from time to time, designate certain Corporation owned Parking Units for alternate uses.
13. Parked motor vehicles must not encroach on driveways or adjacent Parking Spots. No motor vehicle may park on the surface roadways within the Corporation's property. Any motor vehicle parked on these roadways will be tagged and/or towed away at the Owner's and vehicle owner's expense and risk.
14. Motor vehicles must not exceed 10 km per hour on the surface roadways or 5 km per hour on the driveways and ramps of the indoor parking areas. All motor vehicles must also stop at the designated stop signs before proceeding to the exit doors.
15. All motor vehicles in motion in the indoor parking areas must have their headlights on at all times and shall not sound horns.
16. When driving up or down the ramp, all motor vehicles must stay to the right and follow the parking markers.
17. In the event of the mechanical breakdown of a motor vehicle, the owner of such vehicle shall push the vehicle out of any right-of-way and notify the concierge of the breakdown and remove the motor vehicle as soon as a tow truck can be obtained.
18. No servicing, vacuuming, washing or repairs shall be made to any motor vehicle on the common elements or in a Parking Spot, except for minor emergency repairs.
19. No one shall plug in or cause to be plugged into any electrical service, any in-car or block heater.
20. No motor vehicle or any other kind of vehicle shall be driven on any part of the common elements other than on a surface roadway, driveway or ramp.
21. The user of each Parking Spot shall maintain the Parking Spot in a clean and tidy condition including the elimination of oil or grease spills. Where such is not done, the Corporation may have the Parking Spot cleaned and may charge the cost of such cleaning to the Owner/Tenant and collect

any amounts owing as common expenses may be provided in the Act, the Documentation or by any other lawful means.

22. No Owner shall lease his Parking Spot unless he complies with the requirements of the Documentation.
23. No person shall leave, park or permit to be placed, left or parked upon the common elements or in any Parking Spot any motor vehicle which, in the opinion of the Management or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon 72 hours notice from Management, the owner of the vehicle or the Owner shall be required to attend to or remove the vehicle as the circumstances require as directed by Management, in default of which the vehicle shall be removed from the property at the expense and risk of the owner of the said vehicle or of the Owner.
24. No person shall park or use a motor vehicle in contravention of these Rules. If such should occur, the person is liable to be fined or have the motor vehicle towed away from the property in accordance with city by-laws. In such an event, neither the Corporation, its directors, owners, officers, employees, Management or agents shall be liable whatsoever for any damages, costs or expenses howsoever caused to such motor vehicle or to the Owner, the owner of the vehicle or agent thereof.
25. The Parking Spots shall be subject to a right-of-access over, along and upon such Parking Spots at all times when necessary in favour of the Corporation, its servants, agents and employees for the purpose of ingress to and egress from mechanical, electrical and service areas and equipment and for garage sweeping and repairs.
26. An Owner of a parking unit(s) or an Owner who is entitled to use of a Parking Space, who is not a resident in the Corporation shall use only those areas of the common elements that are necessary for his/her access to and egress from those Parking Spots and for the entrance and exit of the Owner's vehicles parked in the Parking Spots and shall not use any other area of the common elements save and except that part of the common elements that will allow such Owner to attend meetings of the Corporation or if he/she is on the premises for official business to the Corporation.

## **Visitors**

1. Visitors are required to use the main entrance.
2. When entry has been gained by advance written permission, in the absence of the Owner, such person must enter and sign his name in and out of the building in the Visitor's Register and also provide proof of identification.
3. Visitors are not permitted to bring pets into the Corporation.
4. The designated free parking spaces are for VISITORS OF RESIDENTS ONLY; they are not for the use of Residents or non-resident Owners. Non-resident Owners may park in the Visitor parking area only for Owners and Board of Directors meetings, or whilst a guest of another resident.

5. Owners/Tenants are not allowed to park in the Visitors Parking area. All Owners/Tenants vehicles parked in the Visitor Parking area will be tagged and/or towed away at the vehicle owners' expense.
6. Visitors' vehicles may park in the parking spaces which are marked "Visitor Parking". The Security Guard must be informed if a vehicle is to be parked for more than THREE-HOURS, and a permit must be issued by the Security Guard if a vehicle is to be parked overnight.
7. Visitor parking is for a THREE-HOUR limit only and all Visitors that park past 2:00 a.m. must make special arrangements with the Concierge. Permits will be issued for up to three consecutive days only; permits must be prominently displayed in the windshield of the Visitor's automobile. An extension of the three day limit may be permitted at the discretion of the Property Manager. Application for extended parking may be made at the Management Office.
8. Only two three days parking permits are allowed per two weeks. Rental parking spaces are available. Please contact Security Guard for the parking fee information.
9. The resident must personally obtain the permit. The permit must be placed in plain view on the front dashboard of the visitor's car.
10. No commercial vehicles are to be parked on a permanent basis anywhere on the property.
11. Visitor parking is restricted to automobiles, motorcycles, station wagon, mini-van or truck not exceeding 6 feet in height only. Trailers, trucks, and commercial vehicles, including taxis, are not permitted.
12. Parked vehicles must not encroach on driveways, fire routes or adjacent parking spaces.
13. Visitors that do not abide by parking rules will be subject to having their vehicles tagged and/or towed away at their own risk and expense.
14. No motor vehicle may park on the surface roadways within the property. These roadways are designated fire routes. Any vehicle parked on these roadways will be tagged and/or towed at the vehicle owner's expense.
15. The Board of Directors may, from time to time, designate certain Corporation owned Parking Units for alternate uses.

## **In-suite Renovations**

1. In addition to anything that is contained in the Declaration, no wall, floor, door or window, toilet, bathtub, washbasin, sink, heating, air-conditioning, plumbing or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided, however, that the provisions of this paragraph shall not require any Owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall or ceiling which is within any unit. If any of the above mentioned renovations affects or impacts the common elements of the Corporation in any way, then the Board has the right to insist on the Owner complying with Section 98 of the Act. Owners are reminded that they should understand what is included in the Unit versus what is a common element, all of which is set out in the Declaration.

2. In the interest of preserving and maintaining the common areas of the Corporation, particularly the elevators, carpets and walls, it is required that the Owner notify the Property Manager at least one week in advance of performing approved work, as described in the preceding paragraph, in order to provide for necessary precautions. Owners will be responsible for any costs that may ensue to the Corporation or other Owners, resulting from such work. The contractor or workmen must remove all debris from the building daily. Owners must ensure that the common elements are kept clean and not damaged.

## **Noise and Disturbances**

1. Repairs, hammering, drilling, or any other related activity which creates noise or disturbs in any way other Owners or residents will only be permitted between the hours of 9:00 a.m. to 6:00 p.m., Monday through Saturday and then shall be the minimum possible.
2. No Owner shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the Board of Directors or the Property Manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other Owners.
3. No noise, caused by an instrument or other device, including but not limited to stereos and musical instruments, or otherwise which, in the opinion of the Board of Directors or Property Manager disturbs the comfort of the other Owners, shall be permitted.
4. Stereos, CD players and such devices shall only be used by Owners in or on the common areas with earphones and at a volume which no other person can hear.
5. No noise is permitted at all between the hours of 9:30 p.m. and 7:30 a.m. any day of the week.
6. If a person wants to install a hard surface floor such as hard wood or tiles instead of carpeting, the prior written consent of the Board of Directors must be obtained. This consent may be withheld unless the person installs and maintains sound attenuation materials as approved by the Board of Directors so as to prevent or minimize to the greatest extent reasonably possible noise disturbance to surrounding units and agrees in writing to be responsible for all costs of installation, maintenance, repair and removal of the hard surface floor and the sound attenuation materials and for the costs of damage caused to any portion of the common elements as a result of the installation of the hard surface flooring and sound attenuation materials. In addition, the Board has the right to insist on the Owner entering into a Section 98 (under the Act) alteration agreement, which shall be registered against title to the unit.
7. If the Corporation receives complaints about noise emanating from a particular unit, the Board may, after having investigated the complaints and being reasonably satisfied with the legitimacy of the complaints, require the Owner of the unit to install and maintain under padding and/or carpeting, sufficient to prevent any noise disturbance to surrounding units, on at least 85% of all floor surfaces in each room within the residential unit, except for the kitchen, bathrooms and closets, if the Board in its reasonable discretion believes that such installation may alleviate the problem.
8. No Owner/Tenant/Guest 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, other Owners or residents or guests of other owners or residents.



9. No Owner shall interfere with, hinder or impede the Board, Property Management, their employees or agents from carrying out their duties and obligations pursuant to the Act, the Documentation or any agreement to which the Corporation is a party.

## **Bicycles**

1. Bicycle parking and storage are located in the bicycle room and outside bicycle racks on the upper basement level. There is an annual bicycle space rental fee.
2. All bicycles being parked must be registered with Property Management, and upon registration and the payment of an annual fee of Twenty-five Dollars (\$25.00) for storage in the bicycle room and Fifteen (\$15.00) for storage in the outside racks, which sum is to cover the expenses of the Corporation, a bicycle identification tag will be issued and a bicycle parking spot will be allotted. Prior to obtaining a bicycle identification tag, the Resident must complete a bicycle storage registration form and must complete a current Owner's Information Sheet or Tenant's Information Sheet if required by the Property Manager. The above annual fees may be changed by the Board at its discretion without notice.
3. The bicycle storage PIN is Corporation property and must be returned if no longer required or when the holder ceases to be a Resident of the Corporation in order to receive any refund.
4. A bicycle identification tag is valid for one year from the date of issue. Thereafter, it may be renewed annually.
5. Bicycles must not be stored or parked in a Parking Spot or on any part of the common elements not designated for bicycle storage; however, exclusive use common elements such as storage lockers are exempt.
6. Any bicycles chained to posts, fences or rails located throughout the common elements or unauthorized bicycles using the bicycle room will be forcibly removed and impounded at the bicycle owner's risk and expense.
7. Owners authorized to use the bicycle storage areas designated by the Corporation will provide their own locks.
8. The Corporation endeavours to protect the property of the Residents but will not be responsible for any loss or damage howsoever caused to bicycles, equipment or attachments.
9. For safety reasons, bicycles must not be ridden up or down garage ramps or within the parking garage. Safety practices must be observed at all times.
10. Roller blades, scooters and bicycles are not permitted in the common areas including the hallways, corridors, lobby or front door entrance for safety reasons.
11. Contact the Concierge Desk at 416-425-7968 to obtain and fill out your bicycle storage registration form.

## Garbage Disposal

1. Loose garbage shall not be deposited in the garbage chutes. All garbage is to be wrapped in plastic bags, securely tied and pushed down the chute after the garbage button has been selected and the chute is accessible with the garbage indicator in-service light on.
2. Bound or bagged garbage shall be of a reasonable size to permit same to travel easily down the chute and shall not be left in the container at the opening to the chute. Nothing shall be placed in any garbage chute which may result in the blockage of such chute.
3. All boxes or large articles that cannot be placed down the chute must be taken to the ground floor in the moving room. Cardboard boxes shall first be broken down and then placed in the moving room located on the ground floor. The garbage chute rooms are only large enough to allow selection and disposal of the garbage, recycling or organics down the chute door. Nothing should be left on the floor of the garbage room.
4. No burning cigarettes, cigars or other flammable materials and/or liquids shall be placed down the garbage chute.
5. No garbage is to be placed in garbage chutes between the hours of 10:00 p.m. and 8:00 a.m. as the resulting noise would disturb residents of certain units in the building.
6. Hours of use for the Refuse Room are 8:00 a.m. to 10:00 p.m. only.
7. All persons shall report any difficulties with using the garbage disposal system to the Management office immediately unless it is In- Service.
8. When the TriSorter Recycling System is in Service, deposit all recyclable materials that can be deposited into the garbage chute by first selecting RECYCLABLES button and when the RECYCLABLE indicator lights up then open up the chute door and deposit the recyclables. Everyone shall use the RECYCLABLE bag which has been provided by the CITY OF TORONTO to store and carry the RECYCLABLE materials to the Garbage chute room located on your floor.
9. Newspapers are also RECYCLABLES and can be deposited down the chute as RECYCLABLES by first selecting RECYCLABLES button and when the RECYCLABLE indicator lights up then open up the chute door and deposit the recyclables
10. When recycling ORGANICS the same procedures is to be followed for ORGANICS. All ORGANICS are to be stored in plastic bags in the plastic ORGANICS container provided by the CITY OF TORONTO. By selecting ORGANICS button and when the ORGANICS indicator lights up then open up the chute door and deposit the organics bag down the chute.
11. Everyone shall ensure that all deposited refuse is down the chute and there is no refuse left on the chute flap prior to closing the garbage chute door or the recycling will be done incorrectly for the next person selecting the next button.
12. If for any reason the Trisorter Recycling System is not in service for any extended period of time, notices will be posted and recycling bins will be located in the moving room on the ground floor. In this case only household garbage AND NOT Recyclables or Organic waste will be allowed to be put down the chute until the system is fixed and operational. Do not leave any plastic bags in the recycling bins and all persons shall adhere to the depository instructions for proper sorting.

13. Appliances, furniture, rugs, carpeting, and all renovation or construction debris and materials, etc. must be removed by the Owner's supplier or contractor, or removal arranged by the individual resident for a private hauler - at the Owner's expense. The moving elevator must be reserved for this.
14. For privately arranged rubbish removal Owners may wish to contact:
  1. Trash busters: 1-800-743-6348, 1-888-456-4285
  2. Mr. Cheap Trash Removal: 416-566-1135
  3. Junk Removal Service: 1-800-468-5865

### **Recreational Facilities – General Regulations**

1. The Recreational Facilities are: the whirlpool, saunas, change rooms, exercise room, billiard room, squash courts, BBQ area and gardens which are all located on the Ground Level. The Recreational Facilities are open for use during the hours of 8 a.m. to 11 p.m. daily, except where stated (posted) otherwise.
2. The use of Recreational Facilities or any portion thereof may be restricted during organized activities of the Corporation.
3. Attire consistent with normal public street wear must be worn (in transit) between the residential units and the Recreational Facilities at all times. Cover-ups, towels, robes and swimwear are not acceptable. The change rooms have been provided for the purpose of changing into sportswear.
4. Any member of the Board of Directors, the Property Manager, concierge or security may request proof of identity from individuals using Recreational Facilities. Similarly, proof of age may be requested from Residents in the case of young persons.
5. In the interests of the safety, security and welfare of children and Owners, children under the age of 16 must be accompanied by and under the supervision and responsibility of a Resident aged 16 or over, subject to the individual rules (below) for each area of the Recreational Facilities.
6. Food and drinks are not permitted in Recreational Facilities except in the Party Room. Recreational Facilities are at all times unsupervised and Residents and their guests use them at their own risk.
7. Smoking is prohibited in all of the indoor Recreational Facilities. Smoking is allowed in the gardens if an ashtray is used and also in the Barbeque area at the picnic tables provided that an ashtray is used.
8. All Recreational Facilities are used at the Owners' risk. The Board of Directors, agents of the Board of Directors and employees of the Corporation are not responsible for accidents, lost or stolen personal property or any other damages, howsoever caused.
9. As there are no medical facilities available in the building, those on medication, with respiratory, heart problems or other physical disabilities are urged to consult a physician before using any of the facilities.

10. Persons using Recreational Facilities are fully liable for any damages that they or their guests cause. All costs incurred by the Corporation will be recovered from either the individual responsible and/or the unit Owner in accordance with the Act and the Documentation.
11. Persons shall ensure that their visitors obey the Rules of the Corporation.
12. No one shall use the Recreational Facilities while under the influence of alcohol, tranquilizers or other drugs that cause drowsiness or that raise or lower blood pressure.
13. A maximum of two guests per suite are permitted at any one time to use all or any of the Recreational Facilities. Guests must be accompanied by an adult Resident at all times.
14. Non-Resident Owners are prohibited from using the common elements, including Recreational Facilities (save and except for the purposes of accessing their unit). The common elements, including the Recreational Facilities, are for the sole use and enjoyment of the Residents of the Corporation. Unit Owners who do not reside in the building and who have leased their units shall be deemed and considered to be non-residents for the purpose of this paragraph.
15. Running, boisterous behaviour, yelling and general misconduct are not permitted.
16. Radios, televisions, video games and tape decks are not allowed in the squash courts, whirlpool area, saunas and change rooms. They may be used on the grounds area with earphones only. They may be used at a low volume in the exercise room and billiard room as long as there are no complaints from anyone else using the exercise room and billiard room.
17. Reservations are required for the squash courts and billiard table. Reservations are for a 60-minute period. Residents may not book more than one play period per day. However, if facilities are free, Residents may play more than one period, but only with the approval of the Concierge. If you arrive more than seven minutes late into your reserved time, the Concierge may reassign the reserved period to another Resident. Reservations should be made with Concierge.
18. Lockers are provided for those using the Recreational Facilities. All locks remaining on the lockers after midnight will be removed. Items removed from the lockers will be held by management for 60 days and if not claimed, will be discarded.
19. The building staff have been authorized to restrict entry to the whirlpool and other Recreational Facilities and to remove any person who fails to comply with the foregoing rules and to record in the log book provided and with the Property Manager any incident of non-compliance with the rules and regulations.
20. No resident shall provide services for remuneration to others in the Recreational Facilities. Only those services/classes/events organized or approved by the Corporation shall be permitted in the Recreational Facilities.

## **Exercise Room**

**Hours are: 6:00 A.M.-11:00 P.M.**

1. The exercise room is for the use of residents only. No person shall use the exercise room except after prior consultation with a physician who should advise that such person may use the exercise room.

2. The exercise equipment shall be used at the user's sole risk. The Board of Directors, agents of the Board of Directors and employees of the Corporation are not responsible for accidents, injuries, lost or stolen personal property, or any other damages howsoever caused.
3. Due to the popularity of the exercise equipment the following guidelines shall govern the use of the same:
  - a. A sixty minute maximum will be imposed on each piece of equipment. The honour system will be in place. DO NOT exceed your sixty (60) minute interval.
4. Children under 16 years of age are not permitted in the exercise room.
5. All weight equipment shall be used properly. Owners must not bang the weights as they are cast. Users are reminded that they are responsible for any damages to the equipment and/or the property.
6. Proper soft-soled shoes, shorts or sweat pants, and shirts shall be worn at all times. Cut-off pants and bathing suits are not proper attire.
7. All equipment should be used with reasonable care and caution.
8. Neither smoking, food nor beverage consumption is permitted in the exercise room, with the exception of water which is permitted if kept in a covered plastic container.
9. Equipment is not to be removed from the exercise room
10. Equipment is used at the individual's own risk. It is recommended that it not be used while the individual is alone.
11. No loud music will be permitted in the exercise room in consideration of unit Owners/Tenants on the ground floor.
12. Music/Radios should be of the headset variety and must be kept at a minimal sound level so as to not disturb other users. All persons using any machinery or equipment in the fitness rooms must wipe the machinery or equipment dry of any perspiration.

## **Squash Courts**

**Hours are: 8:00 a.m. to 11:00 p.m.**

1. The squash court is used at the Owners' risk. The Board of Directors, agents of the Board of Directors and employees of the Corporation are not responsible for accidents, lost or stolen personal property, or any other damages howsoever caused.
2. Residents and their guests shall comply with any rules passed by the Board of Directors pertaining to the use of the squash court.
3. The squash court may be used from 8:00 a.m. to 11:00 p.m.

4. No one shall use the squash court except with a proper reservation made with the Concierge. Consecutive bookings are not permitted. Bookings for the court may be made up to three days in advance, in person or by telephoning the Management Office during normal business hours.
5. The player who has reserved the court must sign in at the Concierge Desk before going on to the Court.
6. Two guests only are permitted to play and must be accompanied by a resident. The resident must be a participant of the game.
7. Playing time is 40 minutes and courts must be vacated promptly once playing time has expired.
8. A court will be forfeited if not used within 10 minutes of the time booked.
9. Play for two successive periods is not permitted by residents or guests from the same unit, or combination of units. However, if court is not in use, these same players may reserve said court at the Registration Desk 10 minutes after the normal time of booking.
10. Residents may play daily.
11. Residents may play more than once in a single day. However, the second booking must be made when the court is not reserved and the 10 minute waiting time has been observed.
12. Cancellations must be made well in advance of booked playing time.
13. No one under the age of 16 can use the squash courts unless accompanied by a resident who is at least 16 years of age or older.
14. No one shall use the courts except when wearing appropriate dress and proper shoes which will not mark or damage the court floors. Most black or blue soles leave skid marks on the wooden court surfaces. Street shoes or running shoes worn outside are not permitted on the courts. Tops with shorts, skirts, or sweat pants shall be worn at all times on the courts. Cut-off pants are not allowed.
15. Protective eye guards shall be worn at all times. Suitable eye protection must have a lensed eye protector (prescription or non-prescription) and be made of polycarbonate or industrial safety material. "Open" eyewear is not permitted.
16. Only official squash balls and racquets may be used on the court and must be supplied by each player.
17. The court is to be used exclusively for the purpose of playing squash.
18. Neither smoking, food or beverage consumption is permitted in the squash courts.

## **Whirlpool**

**Hours are: 8:00 a.m. to 10:30 p.m. (Tuesday to Sunday)**

**Children Under 16 Years of Age Are Not Permitted In the Whirlpool**

Long exposure to hot water of the whirlpool may be harmful to the health of any user. Consult your physician regarding your health risk. The advised time limited is ten minutes total usage of all heat facilities.

1. The use of the whirlpool is restricted to residents and their guests (while accompanied by a resident). The resident must be a participant in the whirlpool and not in attendance as a spectator. Maximum 2 guests per suite.
2. Pregnant women, young children, elderly persons or persons suffering from heart disease, diabetes or high blood pressure should not enter the whirlpool without prior medical consultation with their doctor.
3. No one shall use the whirlpool while under the influence of alcohol, tranquilizers or other drugs that cause drowsiness or that raise or lower blood pressure.
4. Children under the age of sixteen (16) shall not use the whirlpool.
5. Each person shall enter and exit slowly to and from the whirlpool.
6. Each person shall observe reasonable time limits of not more than 10-15 minutes, cool down before returning to the whirlpool; long exposure may result in nausea, dizziness or fainting.
7. No one shall bring breakable objects into the whirlpool area.
8. Neither smoking, nor food and beverage consumption is permitted in the pool area, saunas and change rooms.
9. All persons using the whirlpool must have showered prior to entering the pool area.
10. Bathing caps must be worn by all persons with hair longer than shoulder length.
11. The use of oils, lotions or creams is not permitted in the whirlpool.
12. No persons infected with communicable disease or having open sores on his body shall enter the Whirlpool.
13. Each Owner/Tenant is responsible for ensuring that guests are fully aware of all regulations.
14. Cover-ups and footwear must be worn from the Owners/Tenant's suite to Whirlpool area.
15. No personal grooming or any kind shall take place in Whirlpool.
16. CAUTION: Direct force of the water jets can cause injury.

**THIS IS AN UNSUPERVISED AREA AND CARE MUST BE TAKEN  
USE AT YOUR OWN RISK**

## **Saunas**

**Hours are: 8:00 a.m. to 10:30 p.m.**

1. The saunas are used at the Owners' risk. The Board of Directors, agents of the Board of Directors and employees of the Corporation are not responsible for accidents, lost or stolen personal property, or any other damages howsoever caused.
2. A cleansing shower must be taken using warm water and soap and ensuring all soap is rinsed off before entering the sauna.
3. The use of the sauna is restricted to residents and a maximum of two (2) guests per suite.
4. The sauna is designed for dry heat
5. Excessive water must not be poured on the heating elements, one handful only is sufficient. The sauna is designed for DRY HEAT and excessive water lowers the temperature and may damage the heating units.
6. No one shall tamper with the sauna controls.
7. The sauna door shall not be left open.
8. Prolonged use of the sauna may be injurious to your health (five minutes is the recommended maximum). It is not recommended that you use the sauna alone.
9. Neither glass containers, food nor smoking are permitted in the sauna.
10. Children under the age of sixteen (16) shall not use the sauna.
11. Soap, shampoo, oils, creams, shaving equipment and/or glass containers are PROHIBITED in the sauna.

## **Billiard Room**

**Hours are: 9:00 A.M. - 11:00 P.M.**

**CHILDREN UNDER 16 YEARS OF AGE, UNLESS ACCOMPANIED BY AN ADULT,  
ARE NOT PERMITTED IN THE BILLIARDS ROOM**

1. The billiard room is used at the Owners' risk. The Board of Directors, agents of the Board of Directors and employees of the Corporation are not responsible for accidents, injuries, lost or stolen personal property, or any other damages howsoever caused.
2. Residents and their guests shall comply with any rules passed by the Board of Directors pertaining to the use of the billiard room.
3. The billiard room may be used from 9:00 a.m. to 11:00 p.m.
4. No one shall reserve the billiard table for a greater period than 60 minutes in any one day, except with the approval of the Concierge.



5. The reservation form with the concierge must be completed prior to using the table. You may call to book your hour at 416-422-4971 between the hours of 4:00 p.m. to 11:00 p.m. daily or at 416-677-4904 between the hours of 9:00 a.m. to 4:00 p.m.
6. Use of the billiard room is restricted to residents and their guests (but only while accompanied by a resident). Maximum 2 guests per resident.
7. Two guests are permitted to play on the billiard table and the host resident must be a participant.
8. Maximum of four (4) people are allowed in the billiard room at any time.
9. Children under the age of 16 years must be accompanied by a resident who is at least 16 years of age or older at all times in the billiard room.
10. No food or beverage is allowed in the billiard room.
11. No smoking is allowed in the billiard room.
12. Damage to the room or equipment can be charged to the resident listed on the billiard room register at the time the damage occurred. Each resident is responsible for the conduct of his/her guest.
13. Proper use of the facilities is required at all times. Jumping balls on the billiard table is not permitted nor is sitting on the edge of the table.
14. Billiard players must keep one foot on the floor at all times and use the bridge, thus avoiding damage to the table.
15. Proper attire is required in the billiard room; shoes and shirts must be worn at all times, bathing suits and cut-off pants are not permitted.
16. Noise should be kept to a reasonable level and no music will be permitted, in consideration of unit Owners/Tenants on the ground floor.

## **Party Room with Kitchen Facilities**

**All Functions Must Be Concluded By 11:00 P.M.  
Reservations by Other than Residents Are Not Permitted**

1. The Party Room is available for rental by Resident Owners and Tenants ("Residents"). Any Resident wishing to reserve the Party Rooms should contact the Concierge Desk at (416) 425-7968 and fill out the necessary application form.
2. The Party Room cannot be used for political meetings or for commercial/private enterprise use.
3. Party Room rental fees will be charged for the use of these rooms and a security deposit will also be required for any damages, theft, cleaning, etc. which may result from such use.
4. Residents will be responsible for cleaning the Party Rooms after their use, and will adhere to the Rules and Regulations which are shown on the application form.

5. Residents must arrange to greet their guests at the appropriate entrance and direct them to the Party Room. At no time may doors be propped open to accommodate entry.
6. Live bands, disc jockeys and karaoke machines are not permitted. Musical entertainment must end by 10:00 p.m. and the Premises must be vacated no later than 11:00pm.
7. Decorations are permitted only in the Party Room and can only be tied to tables or chairs. Decorations cannot be affixed in any fashion to the ceilings, walls, windows, doors or air diffusers.
8. The Party Room is a strictly non-smoking area.
9. Furniture cannot be removed at any time.
10. It is understood and agreed that according to Building regulations, the party authorized to use the facility shall not permit more than 45 persons to be in attendance at the function for which the Large Party Room is rented.
11. It is understood and agreed that according to Building regulations, the party authorized to use the facility shall not permit more than 15 persons to be in attendance at the function for which the Small Party Room is rented.
12. An all inclusive guest list is to be provided to the Property Management Office prior to the function.
13. The contemplated use of the premises MUST be fully disclosed to the Corporation as a condition of, and prior to, the rental of the Party Room. It is agreed that the premises will not be used for any immoral or offensive use and, where at the sole discretion of the Board, it is determined that the requested function should more properly be held in an off-site commercial establishment, then the Corporation reserves the right to disallow the use of the Party Room.
14. The Resident is responsible for full compliance with any legal or regulatory obligations and will fully indemnify and hold harmless the Corporation's, its employees and agents, from any breach thereof.
15. The Resident shall not permit noisy or rowdy behaviour or any illegal act in or adjacent to the Party Room or upon the common elements, nor any behaviour which may disturb the enjoyment of other residents, their families, guests, visitors, servants, and persons having business with them.
16. The Resident agrees to ascertain any and all permits, licenses, consents that are or may be required in connection with the use of the Party Room by the member as aforesaid, and to obtain such permits, licenses and consents at his or her own expense prior to the rental date set out in the rental contract, and to have licenses, permits and consent posted or available for inspections, as maybe required.
17. Advance notice, in writing to the Property Management Office for approval, prior to Party Room booking confirmation, is required if there is a need to bring in additional furniture/equipment or if any existing furniture is to be moved.
18. The event is restricted to the Party Room and the washrooms immediately adjacent to the Party Room. All other areas of the building are off-limits to party guests. No food or drink is allowed beyond the Party Room doors.

19. Door exits must be kept free from obstructions at all times.
20. Residents are reminded that they are responsible for ensuring that their families, guests and visitors are familiar with these rules.
21. The resident will assume full responsibility for the preservation of proper order and decorum and ensure there are no disturbances to, or disruption of the ongoing activities in the Recreational Facilities, grounds and common areas.
22. The Resident will be responsible for his/her guests' behaviour. If in the opinion of the Corporation, the Resident cannot or will not control the behaviour of his/her guests and the situation in the Corporation's opinion has deteriorated to an unsatisfactory level, the Corporation or its representative on duty will have full authority to terminate the party immediately and ask all persons to leave the premises; and/or the police may be called to assist the representative in controlling the situation and/or the security deposit may be forfeited as partial compensation. It will be at the sole discretion of the Corporation as to whether the security deposit will be withheld and as to whether the Resident will be permitted to use the Party Room for any further occasion.
23. Any damage to the Building, grounds, or room itself, caused by the Resident, any members of the Resident's family, or any of the Residents guests by reason of or arising out of the rental and use of the Party Room will be the full responsibility of the Resident, and the Resident agrees to pay the costs involved in restoring any property damaged to its original condition.
24. Any damage to furnishings and/or finish of rooms and/or theft or loss of the Corporation's property is the responsibility of the Resident who will be assessed the costs of repairs, refinishing or replacing as determined by the Corporation in its sole discretion. The Resident accepts responsibility for the use of the room in accordance with regulations governing usage of areas described, and as set out herein.
25. The Corporation is not responsible for loss or damage to any personal property or for personal injury to homeowners or guests, however caused.
26. Residents shall inform their guests in advance as to alternate parking areas outside of the property in the event that all Visitor Parking spaces are filled. Under no circumstances will any vehicle be allowed to park on the fire route.
27. A refundable security deposit payable to MTCC#964 in the amount of three hundred dollars (\$300.00) (amount subject to change without notice by resolution of the Board) must be deposited with Property Management at the time of booking. This deposit will be refunded within 72 hours after completion of the function and provided no damage or loss has been caused to the common elements of the Corporation and the room is left in a clean and orderly manner. If damage does occur, an assessment of the costs involved will take place and the applicable funds will be deducted from the damage deposit. The Resident will be responsible for any damages exceeding the three hundred (\$300.00) deposit.
28. A Use of Room fee payable to MTCC#964 in the amount of one hundred (\$100.00) for the large Party Room (fee subject to change without notice by resolution of the Board) must be submitted to Property Management with the signed agreement.
29. If both the large and small Party Rooms are being rented then the Use of Room fee payable to MTCC#964 will be one hundred and twenty-five (\$125.00) for both rooms (fee subject to change without notice by resolution of the Board) must be submitted to Property Management with the signed agreement.

30. The cleaning fee for the large and small Party Room payable to MTCC#964 in the amount of twenty-five dollars (\$25.00) (fee subject to change without notice by resolution of the Board) per hour with a minimum 2 hours for any additional cleaning required must be submitted to Property Management. The Resident is responsible for gathering loose garbage and leaving the room in a presentable state. Failure to do so may result in additional costs, which will be deducted from the security deposit.
31. All Party Room bookings must be made a minimum of fourteen (14) days and a maximum of six (6) months in advance and are on a first come, first served basis. Advance reservations for the use of the Party Room can be made by telephone. If the security deposit cheque, rental fee cheque and signed forms have not been received by the management office 14 days prior to the rental date the reservation will automatically be cancelled. In addition, reservations must be cancelled no later than fourteen (14) days prior to the date reserved. Failure to give notice of cancellation at least fourteen (14) days in advance will result in rental fees being forfeited.

### **Security**

A Security Officer must be in attendance during the entire time of the function at the discretion of Management. Arrangements will be handled by the Property Manager.

### **In-House Activities**

The Corporation reserves the right to permit exclusive use of the Party Room without an agreement, deposit, or fees for activities or events of a social or recreational nature operated by the Social/Recreation Committee or other groups or clubs for the benefit of the residents of the Condominium.

### **Indemnity of the Corporation**

Any person, persons or organizations using facilities and common element areas shall indemnify and save harmless the Corporation, its Owners, officers, employees and Property Management, from any and all liability and from all claims and demands arising out of misuse of facilities, damage or injuries to person or property from any cause whatsoever in or about or in any way connected with the property and defend, at the expense of the person, persons or committee to whom any permit is issued all suits which may be brought out against the Corporation, its Owners, officers, employees or Property Management, in respect of any such claim or demand and pay all the judgments, fines or penalties that may be rendered against the Corporation, its officers or employees on that account thereof.

### **Barbeque Area – Rules & Regulations**

#### **Hours: 12:00 to Dusk**

1. The barbeque equipment and area are designed for gas barbequing.
2. Use of these facilities is on a first come, first-served basis and must be reserved with the Concierge.

3. Reservations are for a 60-minute period. The last reservation must be made no later than sixty minutes prior to dusk to allow for a full 60-minute reservation period.
4. In order to allow other residents use of the barbeque, no back to back reservations are allowed by the same site.
5. Residents using the barbeque equipment may be accompanied by up to two guests per suite with a maximum of six (6) adults are permitted per picnic table seating.
6. The barbeque area and barbeque equipment cannot be reserved for private parties.
7. The barbeque lighter and gas shutoff tool are available from the Concierge and residents must sign a written acknowledgement of receipt. The barbeque lighter and gas shutoff tool must be returned to the concierge after the 60-minute period allowed.
8. The picnic table closest to the barbeque equipment is also reserved for the resident while doing their barbequing. The resident may use the picnic table located closest to the barbeque equipment for sitting, eating and barbequing during the 60-minute period that they have reserved the barbeque equipment. Large gatherings are not to be held in the picnic table areas.
9. All residents will be required to sign a written acknowledgement regarding the 60-minute exclusive use of the picnic table located closest to the barbeque equipment and must vacate the area if another resident has reserved the barbeque equipment for the 60-minute period.
10. The barbeque equipment and area must be cleaned by the resident after use.
11. Residents must deposit all refuse in the trash receptacles.
12. Music/Radios should be of the headset variety and must be kept at a minimal sound level so as to not disturb other residents.
13. For safety reasons, the barbeque equipment is not to be used during high winds.
14. Running, boisterous behaviour, yelling and general misconduct are not permitted within the barbeque area at any time. Any person who commits same may be removed from the barbeque area by Property Management and/or Concierge.
15. The Corporation is not responsible for loss or damage to any personal property or for personal injury to owners, residents or guests, however caused.
16. No one shall smoke outside in the Barbeque area while seated at the picnic tables unless he or she uses an ashtray.