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RULES

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RULES

Rules respecting the use of the Common Elements and Units of Toronto Standard Condominium Plan No. 2460 originally made and passed by the Board of Directors of Toronto Standard Condominium Corporation No. 2460 on the 9th day of June, 2015.

The Board of Directors of Toronto Standard Condominium Corporation No. 2460 (herein called the "Corporation") hereby enact the Rules hereinafter set out.

The following Rules shall be observed by the owner, owners, tenant, tenants, or any resident or occupant, or residents or occupants of the units, and the terms "owner", "tenant", "resident" and "occupant" or the plurals thereof shall be construed in the singular or plural as the context may require and each such term shall be deemed to include the others of such terms and shall include all persons in occupancy of any unit together with such owner, tenant, resident or occupant and shall further include the guests or visitors of any such owner, tenant, resident, occupant or any such person or persons.

1. DEFINITIONS

- (a) The following terms shall have the following meanings:
 - (i) "Board" shall mean the Board of Directors of Toronto Standard Condominium Corporation No. 2460;
 - (ii) "Property Manager" or "Manager" shall mean the property manager hired by the Corporation;
 - (iii) "guest" or "visitor" is one who visits for a day or part thereof, or overnight, or longer, with an owner and "guest" and "visitor" shall include "guests" and "visitors".
- (b) Where applicable, the terms used herein shall have ascribed to them the definitions contained in the Condominium Act, S.O. 1998, c. C.19 and the Regulations made thereunder (the "Act") and any amendments to the said Act.

2. GENERAL

- (a) Use of the common elements and units shall be subject to the Rules which the Board 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.
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners and occupants, their families, guests, visitors, servants or agents.
- (c) Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by any owner or occupant, his family, guests, visitors, servants or agents shall be borne by such owner.

3. QUIET ENJOYMENT

- (a) No owner or occupant shall create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board, may or does disturb the comfort or quiet enjoyment of the property by other owners or occupants or their families, guests, visitors, servants and persons having business with them.

- (b) No noise, caused by any instrument or any device, or otherwise, which in the opinion of the Board disturbs the comfort of the other owners shall be permitted.
- (c) No pianos are permitted to be placed in the units without the installation of pads or other acoustical treatment approved by the Board.
- (d) No sound systems, stereos or television sets may be placed on or against a wall that is shared with another unit. Speakers may not be placed directly on the floor.
- (e) No auction sales, garage sales, private showing or public events shall be allowed in any unit or on the common elements.
- (f) 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.
- (g) Firecrackers or other fireworks are not permitted in any unit or on the common elements.
- (h) Any repairs to the units or common elements shall be made only during reasonable hours, as established by the Board and notified to the owners.

4. SECURITY

- (a) No duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.
- (b) Under no circumstances shall building access or common element keys be made available to anyone other than an owner or occupant.
- (c) No visitor may use or have access to the common elements and facilities unless accompanied by an owner or occupant.
- (d) Building access doors shall not be left unlocked or wedged open for any reason.
- (e) Elevator availability shall be allocated by the Manager in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission of the Manager and as scheduled by the Manager.
- (f) No owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the Manager.
- (g) Owners shall supply to the Board the names of all residents and tenants of all dwelling units and the license number of all motor vehicles that are parked in parking units.
- (h) Residents are to immediately report any suspicious person(s) seen in the buildings or on the property to the Manager or its staff.

5. SAFETY

- (a) No stores of coal or any combustible materials or offensive goods shall be kept in the units or on the property.
- (b) Except for the amenities on the sixth level no propane, natural gas tanks, charcoal or starter fluids shall be kept in the units or on the property.
- (c) Owners and occupants shall not overload existing electrical circuits.

- (d) Water shall not be left running unless in actual use.
- (e) Nothing shall be thrown out of the windows or the doors of the buildings nor from any terrace or roof.
- (f) Nothing shall be placed on the outside of window sills, projections or terrace railings.
- (g) No owner or occupant shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- (h) Smoking is prohibited in all common areas except as may be designated as a smoking area by the Board.

6. COMMON ELEMENTS

- (a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property including grass, trees, shrubs, hedges, flowers and flower beds.
- (b) No building, structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements including exclusive use common elements.
- (c) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever.
- (d) No furnishings or equipment shall be removed from the common elements by or on behalf of any owner or occupant of a unit.
- (e) No antenna, aerial, tower, satellite dish or similar structure and appurtenances thereto shall be erected on or fastened to any unit, or any portion of the common elements except with the permission of the Board and except by the Corporation in connection with a common television cable system.
- (f) No outside painting shall be done to the exterior of the buildings, railings, doors, windows or any other part of the common elements.
- (g) The sidewalks, entries, passageways, hallways, stairwells, walkways and driveways which are part of the common elements shall not be obstructed by any of the owners or occupants or used by them for any purpose other than for ingress and egress to and from the buildings, a unit or some other part of the common elements.
- (h) Save and except for the exclusive use common elements, no food or drink shall be consumed on the common elements except in such areas designated by the Board.
- (i) Except as permitted in paragraph 8 below, nothing shall be placed, located, kept, installed or maintained on the common elements. Any goods or chattels placed, left or stored on the common elements in contravention of these Rules may be removed and stored by the Corporation or placed in warehouse storage with a company authorized to hold chattels in storage, all at the expense of the owner or occupant.

- (j) Any physical damage to the common elements caused by an owner or occupant, his family, guests, visitors, servants or agents shall be repaired by the Corporation at the cost and expense of such owner or occupant.

7. DWELLING UNITS

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose, tenant, family, guest, visitor, servant or agent shall cause it.
- (b) No owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his unit without the prior consent of the Board.
- (c) The owner or occupant of each dwelling unit shall install a backing material of a white colour on each curtain, drapery, vertical blind, wooden shutter or other window covering that is not white and which may be visible from outside the unit through a door or window of the unit. The shade of white shall be as specified by the Declarant or the Board as the case may be.
- (d) No immoral, improper, offensive or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies shall be strictly observed.
- (e) Painting of fire sprinkler heads is not allowed, as it decreases the response time to activate same. Any owner or occupant who paints any sprinkler head will be required to pay for the cost of the replacement head.

8. EXCLUSIVE USE AREAS

- (a) No hanging or drying of clothes is allowed on any exclusive use common element area.
- (b) Exclusive use common element areas shall not be used for the storage of any goods or materials.
- (c) Only seasonal furniture is allowed on exclusive use common element areas. All such items shall be safely secured in order to prevent such items from being blown off the balconies or exclusive use common element areas by high winds.
- (d) No owner, occupant or tenant shall do or permit anything to be done on a terrace, balcony, or exclusive use common element area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other owners, occupants or tenants.

9. MOTOR VEHICLES, PARKING AND PARKING UNITS

- (a) No motor vehicle, camper van, trailer, boat, snowmobile, mechanical devices, toboggan, machinery or equipment of any kind other than a motor vehicle or motor cycle permitted under the Declaration or other vehicle designated by the Board shall be parked on any part of the common elements or on any parking unit.
- (b) No repairs, lubrication or oil change shall be made to any motor vehicle on any part of the common elements or on any parking unit.

- (c) No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking unit.
- (d) No motor vehicle shall be driven on any part of common elements at a speed in excess of the posted speed. Except where otherwise posted, the fixed speed limit for motor vehicles or bicycles on the common elements shall be ten (10) kilometres per hour.
- (e) No owner or occupant shall park a motor vehicle on any part of the common elements or on any parking unit other than his own.
- (f) No owner or occupant shall park on any part of the common elements or on any parking unit any motor vehicle which in the sole discretion of the Board, may pose a security or safety risk. Upon written notice by the Board, the owner of such vehicle shall be required to remove it forthwith.
- (g) No motor vehicle having a propane or natural gas propulsion system shall be parked on any unit.
- (h) Owners or occupants of each parking unit shall maintain such unit in a clean and sightly condition.

10. BICYCLE STORAGE SPACES

Bicycle Storage spaces shall be used only for the purposes of storage. No Bicycle Storage space should be used by an owner so as to constitute a nuisance or danger or result in the violation of any governmental regulation.

11. ELEVATORS AND MOVING

- (a) Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose (the "elevator") by the Board. The elevator shall be used for the delivery of any goods, services or home furnishings where the pads to protect the elevator shall be installed as determined by the Manager or its staff in their sole discretion. The time and date of moving or delivery shall be fixed in advance by arrangement and reservation with the Manager.
- (b) Except when special circumstances exist, moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 8:00 p.m., Monday to Friday inclusive and between the hours of 10:00 a.m. and 5:00 p.m. on Saturday and shall not take place on public holidays.
- (c) It shall be the responsibility of the owner through the person reserving the elevator to notify the Manager and to request an inspection of the elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the owner reserving the elevator shall forthwith request an immediate re-inspection of the elevator and affected common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed the responsibility of the owner of the unit and the person reserving the elevator. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the Manager as soon as possible following the moving or damage and the parties responsible shall be advised.
- (d) The owner and the person reserving the elevator shall be liable for the full cost of repairs to any damage to the service elevators and any part of the common elements caused by the moving of furniture or equipment into or out of the suite or the delivery of goods, services and home furnishings to the suite.

- (e) During the term of the reservation and while any exterior doors are in an open condition, the owner or person reserving the elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- (f) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
- (g) Upon moving from a suite, the owner or occupant vacating the premises shall surrender all common element keys and any garage access devices in his possession to the Manager or its staff. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered.
- (h) Purchasers or tenants acquiring a unit shall register with the Manager or its staff prior to the move in date at which time arrangements will be made for the delivery of the common element keys and any garage access devices.
- (i) Smoking is prohibited on all elevators.
- (j) Rules (a) to (e) inclusive relating to the reservation of the elevator shall not apply during the initial move-in period prior to registration and shall not apply to any move into a unit that has not been previously occupied.

12. GARBAGE DISPOSAL

- (a) Loose garbage is not to be deposited in the tri-sorter. All garbage must first be properly bagged, bound or packaged to prevent mess, odours and disintegration and deposited in the appropriate tri-sorter chute on each floor.
- (b) The garbage chute shall be used only between the hours of 8:00 a.m. to 9:00 p.m.
- (c) All garbage must be firmly pushed through the appropriate tri-sorter chute and not left in the access area.
- (d) Cardboard boxes must be broken down prior to disposal. Large pieces of cardboard must not be put into the tri-sorter, but rather must be taken directly to the recycling room and manually disposed of in the appropriate bin.

13. TENANCY OCCUPATION FOR DWELLING UNITS

- (a) No dwelling unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the dwelling unit, the owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgement in accordance with Schedule 2 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself.
- (b) In the event that the owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, any person or persons intending to reside in the owner's dwelling unit shall be deemed a trespasser and entry to or upon the common elements may be expressly denied by the Corporation until and unless such person or persons and the owner comply with the within rules and with the Act.
- (c) Within seven (7) days of ceasing to rent his dwelling unit (or within seven (7) days of being advised that his tenant has vacated or abandoned the dwelling unit, as the case may be), the owner shall notify the Corporation in writing that the dwelling unit is no longer rented or occupied.

- (d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation.
- (e) No owner shall allow his tenant to sublet his dwelling unit to another tenant.
- (f) All owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefor.
- (g) During the period of occupancy by the tenant, the owner shall have no right of use of any part of the common elements.
- (h) The owner shall supply to the Board, his current address and telephone number during the period of occupancy by the tenant.

SCHEDULE 1
Tenant Information Form

Toronto Standard Condominium Corporation No. 2460

Unit _____ Level _____
Parking Unit _____ Level _____ (if applicable)

Municipal Address: _____ Suite _____ *

Landlord's Name: _____

Landlord's Permanent Address: _____

Telephone: _____

Term of the Lease: _____ years

Commencement Date _____

Attach a copy of the application/offer to lease and the lease itself.

Tenant's Full Name: _____

Social Insurance Number: _____

Driver's License Number: _____

Vehicle Plate Number: _____

Number of Occupants: Adults _____ Children _____ Total _____

Adults Full Names: _____

Children's Full Names: _____ Age _____

_____ Age _____

Tenant's Present Address: _____

Telephone: _____

Employer: _____

Business Address: _____

Business Telephone Number: _____

Name of Nearest Relative: _____

Nearest Relative's Address _____

Telephone: _____

Dated at _____ this _____ day of _____ 201●.

Tenant's Signature

Tenant's Signature

SCHEDULE 2

Tenant's Undertaking and Acknowledgement

Toronto Standard Condominium Corporation No. 2460

I/We,
the undersigned, as tenant(s) of Suite No. _____, _____*, being Unit _____, Level _____ according to Toronto Standard Condominium Plan No. 2460 (the "Suite"), do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said unit that I/we shall comply with the provisions of the Condominium Act, S.O. 1998, c. C.19 and Regulations thereunder and all subsequent amendments thereto, and also the Declaration, By-laws and Rules of the said Toronto Standard Condominium Corporation No. 2460 (the "Corporation").

I/We acknowledge that I am/we are subject to the provisions contained in the said Act, Declaration, By-laws and Rules of the said Corporation.

I/We further acknowledge receipt of the Declaration, By-laws and Rules of the said Corporation.

I/We intend to occupy the Suite with the persons named above for the stated term of the Lease accompanying this Information Form and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the Suite, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Suite contravenes the provisions of the Declaration, By-laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Condominium Act.

DATED at _____ this _____ day of _____, 201●.

Tenant's Signature

Tenant's Signature