

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2400**

**HERON'S HILL CONDOMINIUMS**

**YORKLAND AT HERON'S HILL**

**RULES AND REGULATIONS**

**PREAMBLE**

The embodiment of condominium living is “**the communal**” aspect of both ownership and lifestyle. The purchase of your residential unit brings with it the right of use and undivided common ownership of various facilities, portions of buildings and grounds which are to be used in common and maintained in common with your fellow condominium unit owners.

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

It is incumbent upon the board of directors to ensure an appropriate regime of rules are enacted to enhance the proper management, operation, use and enjoyment of all portions of the condominium corporation by its residents. The board is empowered by the *Condominium Act, 1998* (the “**Condo Act**”) to make rules respecting the use of the common elements, units or any of them, to promote the safety, security or welfare of the owners, or of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of the units.

The rules extend not only to our present and future owners, but to tenants, residents and their families, guests, invitees and/or agents all as provided in Sections 119(l) and (4) of the Condo Act.

The Condo Act gives the rules force and effect by the imposition of certain duties, namely: (i) the corporation has a duty to effect compliance by the unit owners of the Condo Act, the declaration, by-laws and the rules; (ii) each owner is bound to comply with the Condo Act, declaration, bylaws and rules; and (iii) every owner has a right to compliance by other owners with the Condo Act, declaration, by-laws and rules and can further **require** the board of directors to enforce other unit owner's compliance with the Condo Act, declaration, by-laws and rules in accordance with the board's duty.

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

Unit owners are urged to familiarize themselves with the attached rules as you, your family, your guests or any invitees or agents visiting or residing within your unit must comply with the rules. It is in your best interests to have a working knowledge of the rules in order to ensure that your condominium is a pleasant, safe complex which offers the maximum enjoyment and usage of its facilities.

The rules adopted by the board are rather comprehensive. It is not intended that unit owners be burdened with a multitude of overly detailed and incomprehensible duties and obligations that are difficult to both remember and enforce. However, the enclosed rules are viewed as both logical and for the most part, a matter of common sense. They have been designed to enhance and further the concept of condominium lifestyle.

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

The rules are divided in categories which are consistent with the areas of concern typically arising out of the condominium lifestyle, including such categories as pets, fire safety, elevators, parking, use of recreational facilities, noise, etc. Therefore, we encourage you to take the time to read the rules to gather some sense of how this condominium should operate.

In the event that you have any concerns with the rules contained within this document, you are encouraged to speak to your board of directors or to your property manager to either clarify any outstanding concerns or bring to the attention of the board of directors any item which we may have overlooked.

## I. DEFINITIONS

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

1. **Board**  
Shall mean the Board of Directors of the condominium corporation elected pursuant to the provisions of the Condo Act.
2. **Business Days**  
Shall mean any day other than a Saturday, Sunday or a statutory holiday in the Province of Ontario.
3. **Common Elements**  
Shall mean all the property except the units, as more particularly described in the registered plan of description of the condominium corporation.
4. **Condo Act**  
Shall mean the *Condominium Act, 1998*, S.O., 1998, c. 19 and all amendments thereto and for the purposes of clarity, the use of similar terms within the rules as those found within the Condo Act shall have the same meaning given to them within the Condo Act.
5. **Condominium and/or Corporation**  
Shall mean T.S.C.C. No. 2400.
6. **Declaration**  
Shall mean the declaration of T.S.C.C. No. 2400.
7. **Guest**  
Shall mean any person on the premises as the invitee, licensee, employee, agent or contractor of any Resident.
8. **Manager**  
Shall mean the property management company, its agents, employees or licensees as the context requires.
9. **Motorcycle Parking Unit**  
Shall mean any Unit designated by the Declaration as a Motorcycle Parking Unit to be used for parking purposes.
10. **Owner**  
Owner shall mean the registered Owner of a Unit within this Condominium Corporation.
11. **Parking Unit**  
Shall mean any Unit designated by the Declaration as a Parking Unit to be used for parking purposes.
12. **Resident**  
Shall mean an Owner, Tenant or any other person residing in or occupying a Unit within this Corporation or the Neighbouring Condominiums, as the context requires.
13. **Residential Unit**  
Shall mean any residential unit in the Condominium.
14. **Storage Locker Unit**  
Shall mean any Unit designated by the Declaration as a Storage Locker Unit to be used for storage purposes.
15. **Tenant**  
Shall mean lessees of the Units within this Condominium Corporation or the Neighbouring Condominiums.
16. **Unit**  
Shall mean a unit as defined in the declaration of the Corporation and, where the context permits, any Shared Facilities Unit.

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

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

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

2. An Owner shall take all reasonable steps to ensure that the Residents and his Guest(s) (and the Resident shall take all reasonable steps to ensure that his Guest(s)) comply with the Condo Act, the Declaration, the by-laws and the rules in force and effect, and the Owner and/or Resident shall be responsible to fully reimburse or indemnify the Corporation for all losses, liabilities, suits, claims, actions or damages of any nature, financial or otherwise arising from the conduct of the Owner, the Resident or Guest of a Unit, upon the Units or Common Elements within this Condominium Corporation or upon the Shared Facilities.
3. All costs, damages, liabilities, suits, claims or losses suffered or incurred by the Corporation, including without limitation increased insurance premiums, cleaning charges, or repair charges for any Unit or the Common Elements arising from any violation of these rules, may be recovered against the offending Owner and/or Resident, and may be collected in the same manner as common expenses.
4. All Owners shall provide the Board with the names and business and home telephone numbers of those who reside within their Unit and the name, address and telephone number of a person who may be contacted in the event of an emergency. Updates of such information shall be provided to the Board within 5 Business Days of any change of information.
5. All Owners are responsible to provide to the Board a Tenant's acknowledgment form (as set out within the Declaration) prior to a Tenant's occupancy of the Unit of the Owner.
6. All Tenants shall provide the Board with their names, addresses, business and home telephone numbers. Updates of such information shall be provided to the Board within 5 Business Days of any change of information.
7. No Owner or Resident shall do, or permit anything to be done, in his Unit or bring or keep anything within their Unit which will in any way increase the risk of fire or rate of fire insurance premiums on any building, or on property kept therein, or obstruct or interfere with the rights of any Owners or Residents, or in any way to annoy them, or conflict with the regulations of the relevant fire department, or with any insurance policy carried by the Corporation, or which will conflict with any of the rules and ordinances of the local board of health, or with any municipal by-law or any provincial or federal statutes of the regulation.
8. No Owner, Resident or Guest shall create, permit or continue to make any noise or nuisance, which in the opinion of the Board or the Manager, may or does disturb the comfort and/or quiet enjoyment of the Units and Common Elements by other Residents.
9. No one may store coal, charcoal or any other combustible (e.g. propane or butane gas tanks, etc.) or offensive materials anywhere on the Condominium, including, without limitation, within a Unit.
10. All Residents and Guests shall endeavour to use the paved walkways or the driveway when entering or leaving the buildings and to avoid crossing softscaped lawns or landscaped areas.
11. Repairs, hammering, drilling or any such work or activity which when performed creates noises or disturbances, shall only be permitted between the hours 9:00 a.m. and 8:00 p.m., Monday to Friday and between the hours of 12:00 p.m. and 6:00 p.m. on Saturdays, Sundays and statutory holidays.
12. Residents shall not lend or give keys or any other means of access to their Unit or Common Elements to any person other than a Resident.
13. Residents shall not permit non-Residents to enter the buildings, unless that person is a Guest.
14. Subject to the Declaration, the by-laws, any agreements authorized by the by-laws or these rules, no one may obstruct any sidewalk, passageway, walkway, driveway or laneway, or use any of them except to travel to or from the Units or the Common Elements. No one shall put anything in the interior corridors immediately adjacent to Units or stairwells.
15. No mats, footwear or signs may be left outside Unit doorways, or placed anywhere in the Common Elements, including exclusive use Common Elements, other than for signs respecting the sale or lease of a Unit by the Declarant.
16. No door knockers, door bells or decorations (whether permanent or seasonal) shall be placed upon the exterior of the door providing access to the Unit, including any door to a Balcony or Terrace.
17. No Resident may install an audible alarm within a Unit.
18. A person responsible for a spill, stain or mess in the Common Elements shall clean it up immediately. If the person cannot do so properly, he or she shall advise the Manager as soon as possible, and shall reimburse the Corporation for the costs of having the spill, stain or mess, cleaned up.
19. No one may hold a sale of personal property (e.g. by auction or "in house" garage sale) in a Unit or elsewhere in the building or lands which form part of the Common Elements without the prior written consent of the Board.
20. No one may allow his Unit to become infested with pests, vermin, insects or rodents. Residents shall report such infestation immediately to the Manager and shall provide access to their Units to have the pests,

vermin, insects or rodents exterminated. Anyone failing immediately to report the infestation of his Unit or failing to provide access to it shall pay the costs of repairing any damage caused by such failure, including increased extermination costs.

21. Except as provided in the Declaration, no one may erect any awning, shade, screen, enclosure or structure upon any window, Balcony or Terrace without written permission from the Board. No one may place any advertising, soliciting or campaigning signs or banners, nor any television or radio antenna, satellite dish or any similar device on any part of the Common Elements, other than the Declarant.
22. Nothing shall be discarded or permitted to fall from any window, stairwell, Balcony or Terrace, including but not limited to discarded cigarettes or cigarette ends, and the Owner or Resident shall reimburse the Corporation for the costs of any clean up required as a result of a breach of this rule.
23. No one may shake or beat a mop, broom, rag, rug, mat or bedding from any door, window, stairwell, Balcony or Terrace. No one may hang or dry clothes on a Balcony or Terrace or elsewhere outside their Unit.
24. Nothing shall be placed on the outside of a window sill, projection, Balcony, Terrace or railing, chair railing, deck railing or elsewhere without the written permission of the Board.
25. Balconies and Terraces shall not be used for storage, unless otherwise provided for in these rules. No installation shall be made upon same without the written permission of the Board.
26. No one shall apply paint to anything outside his Unit without the written permission of the Board.
27. No person or pet shall damage, change or litter upon any of the landscaping contained within the Condominium Corporation. No one may add to or change the planting of flora or landscaping in any part of the Common Elements without prior Board approval.
28. No Owner shall allow or cause to be allowed any hard floor area in a Residential Unit, except the kitchen and bathroom, to be less than sixty-five percent (65%) covered by carpeting or rugs. All flooring materials to be used or utilized by Residential Unit Owners shall be in accordance with the noise transmission prevention requirements pursuant to the *Ontario New Home Warranties Plan Act*, as amended and all rules and regulations thereunder.
29. Bicycles are not permitted in elevators or any interior portion of the Corporation which has been finished with interior finishings and coverings; provided that bicycles may be carried in stairwells and hallways on underground levels on which Storage Locker Units exist, for the sole purpose of transporting such bicycles to and from such Storage Locker Units. The storage of bicycles is not permitted in any Storage Locker Units that are located on Level 1 or above (in the event that there are any Storage Locker Units created on Level 1 or above). The storage of bicycles is also not permitted on any Balconies or Terraces.
30. No one shall leave any debris, refuse or garbage in the Common Elements (including those of which the person has the exclusive use), except at times and in locations designated by the Board or the Manager.
31. Smoking is prohibited in all non-exclusive use common element areas.
32. Subject to any rules governing the Shared Facilities as made by the Shared Facilities Committee from time to time, all of the rules set out in these Rules and Regulations shall, as the context permits, be applicable to the Shared Facilities.

#### Storage Locker Units

33. Residents shall not store hazardous material(s) in their Storage Locker Unit. For the purposes of these Rules, the term "hazardous materials" shall mean any materials defined by provincial or federal legislation as being hazardous, or any material deemed by the Board, in its sole and absolute discretion, to be hazardous, and not to limit the generality of the foregoing, gasoline, natural gas, propane, butane, gas tanks, natural gas tank, propane tanks, butane tanks, charcoal and any other flammable or combustible liquids or gases shall be deemed to be hazardous for the purposes of these Rules.
34. Residents using the Storage Locker Units bear the risk of theft or loss.
35. Residents moving out of the Condominium must clear their Storage Locker Unit before departing.
36. The storage of bicycles is not permitted in any Storage Locker Units located on above-ground levels of the Condominium.

### **III. NOISE**

1. No Owner or Resident shall create, permit or suffer the creation, causing or continuation of any sound, noise or nuisance which, in the sole opinion of the Board, disturbs or interferes with the comfort or quiet enjoyment of the property by any Owner or Resident.

2. No Owner or Resident shall use or permit the use of any fire crackers or other fireworks in or upon the Common Elements or Units.
3. No Owner or Resident shall use the landscaped portions of the Common Elements for any activity, including without limitation games, group activities or gatherings which in the sole opinion of the Board or the Manager creates a nuisance, annoyance or undue source of unwanted sound for any of the other Residents or if, in the sole opinion of the Board or the Manager, such activity would create an inconvenience for the Manager.

#### IV. PETS

1. A **"household pet"** or **"pet"** is defined as a dog, domestic cat, caged bird or fish, or any other animal that the Board may designate as a pet in its sole discretion, from time to time.
2. The breeding of any type of animal, fish or fowl for sale is strictly prohibited.
3. Each Owner or Resident keeping a pet in his Unit shall register the pet with the Manager and/or Board which registration shall include a description of the species of the pet(s), breed, colour and any other distinguishing features of the pet.
4. No dangerous animal shall be permitted to enter or reside within this Corporation at any time. An attack dog is deemed to be a dangerous animal under these rules. Without limiting the generality of the foregoing, the Board, in its sole and unfettered discretion may, after receiving a written complaint alleging the viciousness of the pet deem such pet to be dangerous and require the immediate removal of such pet from the Corporation.
5. Subject to section 18 below, Residents may keep two pets per Residential Unit. However, not more than one of these shall be a dog, unless the Resident requires a seeing-eye dog, guide dog, a dog to assist the hearing impaired or a dog to assist the physically challenged. In no event shall a pet which weighs in excess of thirty (30) pounds be kept in a Residential Unit (other than a seeing eye dog or guide dog, dog to assist the hearing impaired or dog to assist the physically challenged).
6. Pets are not permitted within the Facilities.
7. No pet shall be permitted outside of a Unit where it resides or anywhere upon the Common Elements, except in the custody of the Owner and/or Resident and upon a short leash.
8. Pets must be kept on a tight leash when travelling upon and/or through the interior non-exclusive use Common Elements.
9. Pets shall not be exercised in the lobbies, corridors, stairways, garages, footpaths, grounds, pavements or any other portion of the non-exclusive use Common Elements within this Corporation.
10. All damages occasioned by a pet to the buildings, grounds, floors, walls, trims, finishes, tiles, carpeting, stairs, landscaping or any other portion of the Common Elements shall be the full responsibility of the Resident owner of the pet and the said Resident shall fully reimburse the Corporation for the cost of the repair, replacement and renovation thereto.
11. No household pet deemed to be a nuisance by the Board or Manager may be kept by a Resident. If the Board receives a complaint regarding the noise level, general disturbances, waste or damage caused by a pet, it shall notify the pet's owner of the complaint. This notice shall constitute a **"first warning"**. The Board shall give the Resident a sufficient period of time in which to rectify any previous non-compliance of the rules (insofar as this is possible) and show compliance (including taking measures to prevent his pet from causing such waste, noise or nuisance) with the rules governing the keeping of pets within this Condominium. A Resident who fails to comply with the rules after being provided with **"first warning"** will thereafter, at the sole discretion of the Board and/or Manager, receive written notice requesting the permanent removal of the pet from the Corporation and the Resident owner of the pet must comply with the request for such permanent removal within two weeks from receiving written notice thereof.
12. All Residents and Owners must comply with the laws of the Province of Ontario or the applicable by-laws of the local municipality with respect to the keeping of dogs and other pets.
13. Residents shall not permit their pet(s) to soil or damage any part of the Common Elements or Units whether by waste, defecation, urination or otherwise. If such soiling or damage occurs, the Owner of the pet shall immediately rectify the damage or remove the excrement. If the Resident does not remove the excrement, the Manager shall have it removed and the Resident shall be liable for a \$50.00 removal charge (which may be collected in the same manner as common expenses).
14. Notwithstanding section 13 above, Residents shall not allow their pets to vomit, defecate or urinate in the building or within 15 metres of the building, except in a litter box for a cat or similar pet.
15. No pet shall be permitted to make excessive noise. **"Excessive noise"** shall be such noise, as determined by the Board, which reasonably annoys or disturbs any other Resident.

16. Any soiled litter created in the clean-up of the defecation of a pet must be well wrapped and deposited in the garbage bin on the ground floor, and under no circumstances shall the said soiled litter be put within the garbage chute, nor flushed down any toilet.
17. No Guest shall be permitted to bring any pet onto the Corporation, other than a guide dog for the visually impaired, hearing impaired or the physically challenged.
18. Where a female pet has given birth, the maximum nursery period allowed shall be six weeks. At the end of the six week period, the Resident shall have an additional 14 days to arrange for the accommodation of the excess pets.
19. In the event of an emergency in this building (such as a fire) the Resident owner of the pet shall have the full responsibility to care for his pet, control its actions and guarantee its safety.

**V. PARKING**

1. Each Resident shall provide to the Corporation all information pertaining to motor vehicles operated by himself and other Residents or occupants of his Unit(s), including the license number of all motor vehicles driven by the occupants of the Unit and the Parking Unit and/or Motorcycle Parking Unit number which said motor vehicles are allowed to park in by virtue of ownership or lease of same.
2. All motor vehicles operated by a Resident or Guest, within either the parking garage or any road or driveway on the property must be registered at the management office or with the concierge, as determined by the Board.
3. The purchasers or lessees of a Unit must register with the Manager before moving in to obtain keys or other devices required to gain access to the Parking Unit and/or Motorcycle Parking Unit. To register, a vehicle owner must fill out a form giving the Manager his or her name, address and telephone number, and the vehicle's make, model, year, colour and licence plate number. Any changes to this information must be reported immediately to the Manager.
4. At the option of the Board, vehicles permitted to be parked in the underground garage shall be identified with a decal placed in the front windshield. Parking in the underground lot may be denied to registered vehicles that do not have the decal. One decal per vehicle is issued upon registration. New decals, if required, may be obtained by re-registering the vehicle with the Manager.
5. When entering the garage, drivers must not attempt to follow the car immediately ahead of them without activating the security door themselves. Drivers who try to pass through an open garage door without activating it bear the responsibility for damage or injury caused by collision with the garage door.
6. Any Resident proposing to lease a Parking Unit and/or Motorcycle Parking Unit to any other person permitted by the Declaration to lease such Parking Unit and/or Motorcycle Parking Unit, must provide the Corporation with an information form on behalf of the proposed lessees, along with a copy of the leasing agreement for the Parking Unit and/or Motorcycle Parking Unit.
7. Residents may only park in Parking Units and/or Motorcycle Parking Units either leased or owned by them.
8. No one may park a motor vehicle so as to create, in the opinion of the Manager or Board, a safety or security hazard or any danger of property damage, arising from either the place of the vehicle, the duration of stay or the vehicle's condition. Immediately following receipt of notice from either the Manager or Board, which notice shall be deemed received when it is posted at the entrance of the Unit where the vehicle owner resides or visits, the vehicle owner must remove it. If the vehicle is not removed immediately, the Corporation may have the vehicle towed away at the Resident's expense, recoverable in the same manner as common element expenses. Except for the immediate pick-up or delivery of people, vehicles may not be parked or stopped anywhere that is not set aside for parking. Parking in any prohibited area may result in the immediate removal of the offending vehicle at the Resident's expense.
9. No Resident shall be permitted to place, leave, park or permit to be placed, left or parked in or upon the Common Elements or within any Parking Unit or Motorcycle Parking Unit, any private passenger vehicle fuelled by liquid or gaseous propane or natural gas.
10. Everyone shall activate the headlights of their vehicle when entering the underground parking garage or when operating a vehicle within it.
11. If a vehicle breaks down anywhere that would obstruct free vehicle movement, the driver shall immediately get his vehicle out of the way, notify the Manager of the break-down and arrange to have the vehicle towed as soon as possible. Tow trucks or similar service vehicles fuelled by liquid or gaseous propane or natural gas are not permitted in the underground parking garage.
12. No vehicle repairs, other than such minor emergency repairs such as a tire change or the **addition only** of oil, coolant or other fluids, shall be performed anywhere on the property. Residents shall be responsible for any stains or damage caused by the leaking of oil, gasoline, coolant, windshield wiper fluid or other operational fluid.

13. A Parking Unit shall be used only for the parking of permitted motor vehicles, which include cars, station wagons, family passenger trucks, four-wheel drive passenger vehicles, family passenger vans, and motorcycles. Storing or parking anything else on the Parking Unit is prohibited.
14. A Motorcycle Parking Unit shall be used only for the parking of the smallest of vehicles, which may include smart cars. Only one (1) motorcycle or small vehicle shall be parked in any Motorcycle Parking Unit and storing anything else on the Motorcycle Parking Unit is prohibited.
15. Motor vehicles may only be driven on road surfaces and parking lots, at a speed not to exceed the maximum posted speed. Unless otherwise posted, the maximum vehicle speed is 10 km/hr.
16. No trailers, campers, boat trailers, truck, boat, recreational vehicle, mechanical toboggan, snowmobile, commercial vehicle or mechanical equipment may be parked in a Parking Unit, unless authorized by the Board.
17. Any vehicle found abandoned on the property may be ticketed and towed away.
18. If a driver must help a person incapacitated by age, handicap, injury or illness to enter or exit the buildings, he or she may leave his or her vehicle unattended while doing so, provided that in so doing no fire route or laneway is obstructed by the unattended vehicle.
19. No one shall empty their vehicle ashtrays or leave any other litter from their vehicle anywhere but in designated garbage areas.
20. The Corporation is not responsible for any loss of or damage to a visitor's motor vehicle or personal property.
21. The Car Wash Bay Unit is the sole area designated for washing cars. It is for the use of Residents only. Users should leave the area as clean as possible after use and return all hoses and other apparatus to their place. Garbage should be deposited in garbage bins.
22. Residents and Guests may leave bicycles in the Storage Locker Units, provided such Storage Locker Units are not on a Level containing Residential Units. Users bear the risk of theft. Abandoned bicycles will be tagged with notice of impending removal. If no action is taken to claim the bicycle or remove it within 7 days of such notice, it may be removed and disposed of.
23. There shall be no parking in any Visitor Parking Units between the hours of 2:00 a.m. and 7:00 a.m., without a permit issued by the Manager, on behalf of the Board.
24. Visitor Parking Units shall only be used in accordance with the provisions of the Declaration and shall not be used by Residents.

#### **VI. USE OF BALCONIES AND TERRACES**

1. A Resident shall not do, nor permit anything to be done, on the Common Elements, including exclusive use Common Elements appurtenant to a Unit nor bring nor keep anything thereon, which will in any way increase the risk of fire or the rate of fire insurance.
2. Where a Resident has placed outdoor furniture upon any part of the exclusive use Common Elements appurtenant to his Unit such furniture shall be of a first class quality.
3. No clothes line or other device intended to be used for the drying of clothes shall be erected on the Common Elements, including any exclusive use Common Elements appurtenant to a Unit.
4. The use of barbecues is not permitted on Balconies or Terraces or on any other parts of the Common Elements.

#### **VII. GARBAGE DISPOSAL**

1. No Resident shall deposit any garbage within a garbage chute that is not contained within a polyethylene garbage bag.
2. All garbage must be properly bound, packaged, bagged and sealed to prevent any undue odour, mess or damage during its descent within the garbage chutes.
3. All garbage must be firmly pushed down a garbage chute and not left within the container at the opening of the chute.
4. Residents must break down and bind all large containers and shall place all glass items of any form whatsoever in a proper box. The broken down containers and/or glass are to be left neatly and tidily in the area(s) of this Condominium as designated for such purpose by the Manager from time to time. Anyone leaving such oversized or fragile garbage in the chute room shall notify the Manager so that it can be removed.

5. No Resident shall permit any burning material, including burning cigarettes, cigars or material of any sort to be deposited in the garbage chute room and/or the garbage chute.
6. No garbage is to be placed in the garbage chute between the hours of 10:30 p.m. and 7:30 a.m. so as to permit the quiet enjoyment by Residents of residential suites adjacent to the garbage chute room.
7. Everyone is encouraged to comply with recycling programs by using the recycling bin(s) located in the areas of this Condominium as designated for this purpose by the Manager from time to time.

#### **VIII. MOVING**

1. Purchasers or lessees of the Units must register with the Manager prior to moving in, at which time arrangements will be made for reserving use of an elevator for purposes of moving.
2. All items in the nature of furniture, equipment, fixtures or otherwise shall be moved into or out of the building situate within the Condominium Corporation by way of an elevator car designated as the moving elevator within the building.
3. The hours of use and date of moving shall be fixed in advance by arrangement with the Manager.
4. Conditions may be imposed by the Manager, at its sole discretion, upon any new Resident with respect to the moving arrangements, so as to accommodate the ongoing quiet enjoyment of the Condominium Corporation building by its Residents.

#### **IX. FIRE SAFETY AND HEALTH REGULATIONS**

1. All water closets, toilets, sinks, drains or any portion of any plumbing or mechanical system within the Corporation shall only be used for such purposes, and in such a manner, for which they were designed and constructed, and in addition, no sweepings, garbage, rubbish, rags, ashes or any other materials of any sort which might either by their inherent nature obstruct or otherwise damage the plumbing system and/or mechanical system shall not be deposited therein.
2. The cost of repairing any damage resulting from the contravention of the above or by the continuing misuse or unreasonable use of the aforesaid facilities shall be borne by the Resident who caused or suffered such damage to occur.
3. Water shall not be left on unless it is in actual use.
4. No Resident shall overload the existing electrical circuits within the Corporation. It is incumbent upon each Resident to ascertain whether any domestic appliance used within their Unit shall cause the overloading of the Corporation's electrical circuits.
5. Any costs relating to damage occasioned by the overloading of the aforesaid circuits shall be borne by the Resident of the Unit in which the damage was initiated and/or occurred.
6. No Resident shall do anything, permit anything or suffer anything to be done within his Unit or any portion of the Common Elements for which he has exclusive use of which would in any way increase the risk of fire, or the increase in premiums in respect of fire insurance placed upon the Corporation's buildings, or further, which would in any way obstruct or interfere with the rights of the other Owners or Residents or injure or annoy them or conflict with any public health safety and/or fire regulation code or legislation.
7. No Resident unless duly authorized by the Condominium Corporation shall disconnect, tamper with, alter or repair any fire warning system, heat sensing system and/or engineering alarm system within the Corporation.
8. Each Resident shall comply with the following rules with respect to the installation or maintenance of any dishwasher, washing machine and/or clothes dryer:
  - (a) any washing machine and/or dishwasher shall be equipped with a nylon reinforced hose (which hose supplies hot and cold water to the aforesaid machine) which shall be designed for a minimum burst pressure of 190 kg per square centimetre (1000 PSI) or greater as the manufacturer of same may specify, and which is designed in addition, to withstand 180 degrees Fahrenheit;
  - (b) all costs incurred by damage or loss to the Corporation and/or any other Unit Owner resulting from flooding caused by the bursting of any inadequate or poorly installed hoses and/or mechanical connection to the water supplies, shall be borne by the Resident of the Unit from which the aforesaid damage was occasioned or initiated; and
  - (c) lint and dust in any clothes dryer lint trap and in any lint trap leading to or forming part of an exterior duct shall be regularly cleared from such areas.

#### **X. ELEVATORS**



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

#### **XI. TENANTS**

1. Each Owner must deliver to the Corporation or its Manager, the acknowledgement (contained within the Declaration) executed by the proposed Tenant of a Unit prior to the Tenant's occupancy of the Unit. In addition, the Owner shall also provide to the Corporation the Tenant's name, phone number, number of people occupying a leased Unit and such other information as the Manager and/or Board may require in their sole and unfettered discretion.
2. The Owner shall ensure that the Tenant complies with all the provisions of the Condo Act, the Declaration, the by-laws and the rules of the Corporation established from time to time.
3. The Owner shall inform the Board within 7 days of the termination of the tenancy of such Owner's Unit.

#### **XII. SOLICITING**

1. No business solicitation or canvassing is permitted within this Corporation.
2. No solicitation or canvassing whether by or on behalf of a person, Corporation, or charitable institution except those charitable institutions permitted by the Board to canvass within the Corporation is permitted within this Corporation.
3. No one shall be permitted to leave mailings, solicitations or other advertising material in front of the Units, in the mail room, or in or on any other portions of the Common Elements.
4. Notwithstanding anything hereinbefore set out, Section 118 of the Condo Act states that "No corporation or employee or agent of a corporation shall restrict reasonable access to the property by candidates, or their authorized representatives, for election to the House of Commons, the Legislative Assembly or an office in a municipal government or school board if access is necessary for the purpose of canvassing or distributing election material".

#### **XIII. ACCESS CONTROL**

1. No Resident and/or Guest shall change or permit to be changed, any lock or locks on any doors accessing his Unit, or upon any door situate within the Units or Common Elements, nor place or install any additional lock on any door within the Corporation, other than interior doors within a Unit, without first obtaining the prior written consent of the Board. In the event that a Resident has changed locks without permission then all damages and/or costs arising out of an emergency forced entry by the Manager into the said locked Unit shall be borne by the Resident and/or Owner of same. If such consent is obtained the Resident shall thereafter provide the Manager and/or Board with a key which shall operate the replacement lock and/or new lock.
2. Each Resident, prior to vacating the Residential Unit for any extended period of time including any seasonal vacancy shall arrange for the cessation of delivery of newspapers and/or any form of other deliveries, including mail, and inform the Manager and the concierge of his vacancy or vacation. Any items which continue to be delivered to the Residential Unit in the Resident's absence may be removed by the Manager, and neither the Manager nor the Corporation shall be responsible for such items which have been delivered to the Unit in the absence of the Resident.
3. In the event that the Resident permits his Residential Unit to be occupied by a Guest during his seasonal absence, vacancy and/or vacation, the Resident shall inform the Manager and/or Board in writing of the names of the proposed Guests, dates of their occupancy and all particulars requested by the Manager. No use of the Residential Unit shall be permitted unless the above-noted conditions have been complied with.
4. The Manager shall, upon reasonable request by a Resident, accept delivery of a mail or parcel to be delivered in the Resident or Tenant's absence. If no specific instructions have been given, the staff shall not accept or receive delivery of any item or piece of mail, whether such mail is in the form of registered mail, or express delivery.

#### **XIV. FACILITIES**

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

1. All persons using the Facilities shall wear shoes and appropriate clothing while using the Facilities.
2. Each Resident must accompany her/his Guest in the Facilities at all times and ensure that such Guests are fully aware of all rules and regulations.

3. Generally, children under the age of 12 are not permitted to use the Facilities without the supervision of an adult. Higher age restrictions may be applicable in certain areas.
4. The cost of any damage to the Facilities by a Resident and/or Guest will be the responsibility of the Resident.
5. Boisterous behaviour of any sort including yelling, running or rowdyism and other general forms of misconduct are not permitted within the Facilities at any time. Any person who commits same may be ejected from the Facilities by the Manager. The Manager shall have unfettered discretion to determine what constitutes boisterous behaviour.
6. The maximum number of people permitted in using any room situate within the Facilities shall be in accordance with signs posted in such room, with the signs stating the maximum capacity of the rooms in accordance with local fire authorities regulations or by-laws.
7. All persons using the Facilities do so at their own risk.
8. Unless expressly permitted elsewhere in these Rules, no music shall be played through speakers if such music is likely to interfere with another Resident's use and enjoyment of the Facilities, as determined by the Board in its sole and absolute discretion.

**B. Party Room with Caterer's Kitchen (the "Party Room") and Guest Suite Units**

**General**

1. The use of these facilities are governed by the terms of the Declaration, and the Rules, and the rooms may only be used by those parties and for such purposes contemplated by the Declaration of the Condominium and in accordance with all applicable law and regulations.
2. All bookings for rooms shall be made with the Manager at the management office during regular business hours and should be made no more than 6 months in advance. The Manager may require such information as it decides in its sole discretion is reasonable from any party applying for use of the rooms.
3. Any application forms supplied by the Manager to the applying party (applicant) shall be completed in full and signed by the applicant and returned to the Manager.
4. The Manager may request and the application shall provide, a security/cleaning deposit in such sums as the Board may determine at the time of reservation. If this security/cleaning deposit is not paid to the Manager by way of cash, certified cheque or bank draft at least 2 weeks prior to the reserve date, the Manager shall cancel the reservation.
5. Subsequent to an event being held in the Party Room or a guest using the Guest Suite Unit(s), the Manager shall determine if any damage has been occasioned to the room and shall notify the person who rented same, in writing, as to his determination. In the event that any damage has not been occasioned to the room then the security/cleaning deposit less cleaning charges shall be returned to the applicant who used the room. In the event that there is damage, the Manager shall be empowered to provide the security/cleaning deposit first against any and all damage. In the event that the deposit is insufficient to pay for the damage and cleaning expenses, then the Resident shall immediately reimburse the Manager for all sums expended by the Manager in excess of the security/cleaning deposit amount to repair the damage and clean the room.

**The Party Room**

6. Reservations for the Party Room must be cancelled no later than 14 days prior to the reserve date, except if the reservation is on a designated holiday, in which case the cancellation must be made at least 1 month in advance of the reserve date. Any cancellations within the respective 14 days or one-month prior to the reservation date shall result in the forfeiture of the security/cleaning deposit.
7. Noisy, rowdy or drunken behaviour is prohibited. The Party Room shall be kept in a neat and tidy manner by each person using the Party Room.
8. Music may be played in the Party Room but shall not be played in excess of 90 decibels.
9. All functions in the Party Room must end by 11:00 p.m., or such other time as the Board may determine from time to time and the room shall thereafter, be immediately vacated by all persons.
10. A security guard, pursuant to the terms and provisions of the Declaration, may be retained to monitor the arrival and departure from the Party Room during the reserved event. Such security guard shall be reimbursed or compensated by the party in whose name the reservation was made.
11. Alcohol or beverages containing alcohol shall not be sold whether for profit or otherwise at any function within the Common Elements and serving of alcohol shall be in accordance with all applicable laws and regulations.

12. Only events organized by the Corporation, a Resident or the Declarant shall be permitted within the Party Room.

### **Guest Suite Units**

13. There are two (2) Guest Suite Units available for the convenience and use of Residents' Guests.
14. The Guest Suite Units are located on Level A of the Condominium.
15. Guests are subject to all of the Corporation's rules and regulations.
16. The Guest Suite Units are available on a "first-come basis".
17. The maximum stay for a Guest is seven (7) consecutive nights, subject to the payment of a cleaning fee of Fifty (\$50.00) Dollars per night, provided that the maximum length of stay and amount of cleaning fee for the Guest Suite Unit(s) may be adjusted by the Board from time to time in its sole and absolute discretion.
18. Residents may book the Guest Suite Units via the telephone or in person. Full payment of the cleaning fee is required from the Resident within forty-eight (48) hours of making the booking, by cheque, and completing and signing the necessary forms. Cheques are to be made payable to the Condominium Corporation.
19. The Guest Suite Units keys should be picked up from the management office by the Resident making the booking. Upon leaving, the Guests are to lock the doors of the Guest Suite Unit(s) and leave the keys with the concierge.
20. There is a Thirty (\$30.00) Dollar replacement charge for a lost key and key chain or entrance card, as well as for the changing of the Guest Suite Unit door lock, if necessary. The replacement charge may be adjusted by the Board from time to time in its sole and absolute discretion.
21. Check-in time is 3:00 p.m. and check-out time is 11:00 a.m.
22. The Resident is responsible for any damage caused to the Guest Suite Unit(s) by the Guest(s). An inspection of the Guest Suite Unit(s) by the Resident(s), accompanied by the Manager or a member of the board, is recommended prior to the Guest(s) occupying the Guest Suite Unit(s), and at the end of the Guest's stay.
23. Payment of the cleaning fee is refundable for an unused Guest Suite Unit(s), when cancelled at least seventy-two (72) hours in advance of the booked date.
24. A Resident/Guest is required to report any problems within the Guest Suite Unit(s) to the Manager or the concierge.
25. Anyone using a Guest Suite Unit must keep it clean and refrain from behaving in a manner that disturbs the other Residents.
26. Smoking in the Guest Suite Units is strictly prohibited.

### **C. Car Wash Bay Unit**

1. The Car Wash Bay Unit shall be kept in a neat and tidy manner by each person using such area.
2. Residents using the Car Wash Bay Unit must sign out the valve key from the concierge prior to using the Car Wash Bay Unit. Any Resident using the Car Wash Bay Unit shall turn off the water valve and return the valve key to the concierge immediately after such person is finished using the Car Wash Bay Unit.

### **D. Fitness Room**

1. Proper attire is required when using the fitness room and while recognizing the variety of fitness suits and aerobic outfits available today, proper decorum must be exhibited in wearing outfits that do not overly expose the wearer. No street clothes are permitted within this room.
2. Any persons using the fitness room may not wear any sort of wet attire, including bathing suits.
3. Children under the age of 16 are strictly prohibited from the use of the fitness room unless accompanied by a parent or guardian.
4. All equipment shall be treated with reasonable care and caution.
5. Removal of any equipment from the fitness room for any purpose is strictly prohibited.

6. No food or beverages are permitted within the fitness room.
7. All persons using any machinery or equipment in the fitness room must wipe the machinery or equipment dry of any perspiration.

**E. Theatre Room**

1. No children under the age of 16 may use the theatre room unless accompanied by a Resident adult.
2. The theatre room may be booked with the concierge or the Manager for one-hour intervals (to a maximum of 3 consecutive hours depending on the length of the movie/show to be watched). Only one booking may be made at any time, no more than 72 hours in advance of the booking time.
3. The relevant regulatory authorities will determine the maximum number of guests permitted per booking who are able to use the theatre room. The Resident making the booking must accompany his/her Guest(s) at all times.
4. The Resident making the booking is responsible for the care and custody of the theatre room equipment, including the remote control and the remote control must be signed out/in with the concierge for each booking.
5. Use of the theatre room is subject to age restrictions in place at local public theatres based on age using the classification for movie or program to be viewed.
6. The sound must be kept at a low/reasonable level at all times, as determined in the sole discretion of the Manager, or an authorized building staff member.
7. Snack foods and (non-alcoholic) drinks in non-breakable containers are permitted, subject to Rule No. 8 below.
8. The resident making the booking is responsible for leaving the room in a clean condition.
9. The theatre room shall only be used between the hours of 10:00 a.m. and 11:00 p.m.

**F. Sports Lounge, including Billiards Area**

1. Children under 16 years of age are not permitted in the sports lounge without the supervision of an adult.
2. All persons in the sports lounge are required to wear proper attire.
3. Advance bookings are recommended for use of the equipment in the sports lounge, and supersede anyone who has not made such bookings for the equipment. Reservations may be made in person or by telephoning the concierge.
4. The booking period for the equipment in the sports lounge is 1 hour long. Multiple bookings will not be accepted.
5. Only 3 Guests are permitted to use the billiards table in the sports lounge at one time and all Guests must be accompanied by a Resident.
6. Equipment will be issued by an attendant or the concierge. The Resident must sign equipment out and return it to the attendant or concierge when finished.
7. After finishing with the use of the billiards table, the Resident or Guest shall ensure that cues, cue rests and billiard balls are racked and stacked in the proper place.
8. Cues without tips are strictly prohibited from being used on the billiards table. Broken cues are to be delivered to the management office.

**XV. ENFORCEMENT OF RULES**

1. The rules of the Corporation shall be enforced in accordance with the terms of the Condo Act, the Declaration, the by-laws and upon any such further terms as the Board may deem advisable in its sole discretion from time to time.
2. In addition to any other power of enforcement of these rules that the Board may have by virtue of the Condo Act, the Declaration of this Condominium, and/or its by-laws (including the right to have a court of competent jurisdiction order the compliance of the said rules), the Board may also deal with Residents and/or Guests who violate the rules as follows:

- (a) the offending or responsible Resident shall be notified in writing with respect to the first offense by the Manager and/or Board and shall be given 14 days to rectify the violation or signify their future willingness to comply with the rules;
  - (b) upon the second offence the offending or responsible Resident shall be given written notice and shall be required to signify to the Board in writing within two days upon receipt of the notice, that they shall comply with the rules and regulations; and
  - (c) upon the third offence and any further offences by the offending or responsible Resident the Board may direct that the said Resident supply the Board with a security deposit with respect to such further or subsequent breaches of the rules which may be occasioned by the Resident and/or his Guests, which security deposit will be forfeited and considered liquidated damages in the event that any further breach of the rules is occasioned by the Resident and/or his Guests.
3. Notwithstanding any other provision of these Rules and Regulations, same shall not in any manner whatsoever, create or establish in favour of any Owner, Resident or Tenant of any Unit, any right or entitlement to use the Facilities, the Recreation Unit or other portions of the Shared Facilities or Common Elements.