



February 17, 2015

To all Homeowners and Residents
Metropolitan Toronto Condominium Corp. No. 570
2000 Islington Avenue
Toronto, Ontario M9P 3S7

To all Homeowners and Residents
York Condominium Corporation No. 531
2010 Islington Avenue
Toronto, Ontario M9P 3S8

Re: Comprehensive General Rules – NOW EFFECTIVE

Dear Homeowner and/or Resident,

The *Condominium Act of Ontario*, reinforced by the Declarations and By-laws of the two corporations comprising the ISLINGTON 2000 complex, requires the Boards to establish the Rules respecting the use of Common Elements.

As provided by the *Act*, rules become effective thirty days after notice is given to each owner unless either Board receives a requisition for a meeting to discuss the rules within the thirty day period following the notice.

This is notice to all unit owners that the board of directors of the Corporation has passed the attached Rules, as amended at a requisition meeting held on the 22nd day of October, 2014, after due consideration of various implications.

According to the *Act*, each owner and resident is bound by and shall comply with the Act and the Corporations' Declarations, By-laws and Rules. Further, each resident has a right to the compliance by the other residents and owners with the Act, the Declaration, By-laws and Rules.

Please insert this revised set of the Consolidated Rules of MTCC-570 and YCC-531 into your Owner's Manual three ring binder and discard the former version, and ensure that you pass it on to future owners or tenants of your suite. If you do not have an Owner's Manual binder, please visit the management office and another one will be provided to you.

We urge you to review these Rules carefully and to abide by them, so that all of us may enjoy our wonderful home and jointly-owned facilities in the Vertical Village we call ISLINGTON 2000.

On behalf of the Board of Directors,
**METROPOLITAN TORONTO
CONDOMINIUM CORPORATION NO. 570**

A blue ink signature of Tony Lecce, written in a cursive style, positioned above a horizontal line.

Tony Lecce
President

Attachment

On behalf of the Board of Directors,
**YORK CONDOMINIUM
CORPORATION NO. 531**

A blue ink signature of Ted Cieciora, written in a cursive style, positioned above a horizontal line.

Ted Cieciora
President



**COMPREHENSIVE GENERAL RULES – HIGH-RISE
Regulating the Common Elements and Units**

**&
Recreational Facilities**

of

**METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 570**

AND

**YORK CONDOMINIUM
CORPORATION NO. 531**

**2000 and 2010 Islington Avenue
Toronto, Ontario**

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COMPREHENSIVE GENERAL RULES – HIGH-RISE
Governing the Units and Common Elements
of
York Condominium Corporation No. 531
and
Metropolitan Toronto Condominium Corporation No. 570

DEFINITIONS

Corporation	The “Corporation” shall mean either of the above Condominium Corporations.
Board	The “Board” shall mean the Board of Directors of either Corporation.
Resident	A “Resident” shall mean any or all owners, tenants or other residents of a suite.
Corporation’s Representatives	The “Corporation’s Representatives” shall mean any one or more Directors, officers, Managers, employees, agents or contractors of either Corporation.
Guest	A “Guest” shall include the guest, visitor or invitee of any Resident who is a non resident.
Manager / Management	The “Manager” shall mean the property manager hired and supervised by the Board pursuant to a Property Management Agreement.
Act	The “Act” shall mean the <i>Condominium Act, 1998 S.O. 1998 c. 19</i> and any regulations and amendments thereto.
Joint Operations Committee / JOC	Shall mean the Committee consisting of all Directors of the two Corporations, as describes in Article XIII of the relevant By-law
Tenant	Shall mean a person leasing a suite from a suite Owner
Sponsored Visitor	Shall mean a non-resident who is permitted to enter a Resident’s suite when the Resident is not at home or otherwise unavailable to grant admittance personally, and is so designated, in writing, by the Permanent Resident applying for a <i>Sponsored Visitor</i> card for that person.

Visitor	Shall mean a non-resident who visits the Resident and is personally admitted by the Resident, and shall include Visitors and Contractors or service providers employed on site by a Resident.
Suite	Shall mean a dwelling unit, which may be used only as a private single family residence and for no other purposes, as stipulated in the registered Declarations of each Corporation comprising the ISLINGTON 2000 complex.
Building	Shall mean the buildings on the property comprising the ISLINGTON 2000 complex.
Superintendent or Superintendents	Shall refer to the superintendent or superintendents hired by the Corporations from time to time.

INTRODUCTION

Purpose	The following Rules are intended to provide the basis for making our home, including our Recreational Facilities, a pleasant, safe and congenial environment, in which we can all take pride. These Rules were drafted to provide Residents with maximum enjoyment of all the facilities, common elements and suites and to prevent inconveniences caused by others.
Residents	These Rules shall be observed by all Residents, their Guests and the Corporation's Representatives. You must familiarize yourself with each of the Rules and ensure that you, and all Residents and Guests for whom you are responsible, abide by them.
Rules Passed	These Rules were passed by the Board of Directors of each of the Corporations pursuant to s. 58 of the Act in accordance with the criteria set out in Article Q 02 and Schedule "B".
Consideration	Observance of these Rules and thoughtful consideration of others will benefit all.
Authorization	The authority for the Board of the Corporation to pass the Rules is set out in s. 58 (1) of the Act: <ul style="list-style-type: none"> a) The Board may make, amend or repeal rules respecting the use of common elements and units to, <ul style="list-style-type: none"> i) promote the safety, security and welfare of the owners and of the property and assets of the corporation; or ii) prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the corporation.
Application	These Rules apply to all present and future Residents and their visitors, guests and invites, all employees, staff and representatives of the Corporation, all of whom shall be subject to and shall comply with the provisions of the Act, the declaration, the by-laws and the rules of the Corporation.

Compliance

If you observe a Resident of the Corporation breaching any of the Rules, please politely ask the person to comply with any such provision (if you are comfortable doing so) or bring the breach to the attention of the Manager or a Security Officer. If the particular breach is serious or continues, please provide a written memorandum addressed to the Board and delivered to the Manager of the Corporation, detailing the specific events of the breach, the name and corresponding unit number of the person involved, the time and date of the breach and your name and unit number. Management will notify the offending unit owner in writing, requesting compliance with the Corporation's Rules. Any subsequent non-compliance by the Resident may result in the Resident being suspended from the Recreational Facilities or other common elements or denied access to the Corporation's services for a period not more than 30 days. If the Resident still refuses to comply, the matter may be referred to the Corporation's solicitor for further legal action, subject to the determination of the Board as to what, if any, other action will be taken to enforce compliance.

No Waiver

If on any one or more occasions the Corporation fails to enforce compliance with any of the Rules, the Corporation's failure to do so shall not constitute a waiver of the Board's right to take any action to uphold such provision on a subsequent occasion and the Corporation shall be entitled to enforce compliance thereafter in the event of failure by any Resident to comply with any such Rule after notice to such Resident requiring compliance, free of any claim of waiver, acquiescence, laches, issue estoppel or discrimination with respect to such compliance enforcement. The Board reserves the discretion to determine in a particular case whether to distinguish different circumstances, whether to enforce compliance and the appropriate choice of methods of compliance.

Enforcement

In addition to all other means of enforcement available to the Corporation, s. 134 (1) of the Act provides that the Corporation may make an application to the *Ontario Superior Court of Justice* for an order enforcing compliance with any provision of the Act, the declaration, the by-laws and rules, subject to s. 132 (4) of the Act and any applicable mediation or arbitration proceedings. A Resident in breach of any of these Rules will be held accountable to indemnify the Corporation in accordance with Rule P 01 and to pay costs in accordance with Rule P 04, subject to registration of a lien and collection of all damages and costs. By forewarning Residents of these remedies, it is hoped that a congenial lifestyle can be assured in our home environment and that Residents can avoid incurring substantial enforcement expenses.

A: GENERAL RULES

Residents'
Information

A 01. All resident and non-resident owners and tenants shall provide the Board with the names, alternate addresses, business, home, car and mobile telephone numbers of all those persons residing in their unit, the age applicable to children under sixteen years of age, the name, address, and telephone number of a relative or a person to be contacted in an emergency,

any medical conditions applicable for emergency or evacuation purposes and particulars pertaining to any motor vehicles or pets, together with such other information as the Board may reasonably require to be set out on the Residents' Information Form as more particularly set out on Schedule "A" attached hereto, as may be amended from time to time. Access cards will not be activated until the Residents' Information Form has been received by management.

Laws A 02. No Resident shall breach the provisions of any federal or provincial statute or regulation, or municipal by-law or ordinance. No Resident shall obstruct or interfere with the rights of, or injure or annoy other Residents. The Residents and the Corporation shall strictly observe all property standards, noise, health and safety requirements codified in any municipal by-law, edict or code.

Noise & Nuisance A 03. All Residents are expected to conduct themselves in a manner befitting responsible living. Residents shall not create or permit the creation or continuance of any noise, nuisance, odour, hazard or disturbance, or interfere with the rights or enjoyment of another Resident(s) use of the Corporation's premises or facilities, or use of the common elements or any suite in a manner which, in the opinion of the Board, may, or does, disturb the comfort or quiet enjoyment of the suites or common elements by other Residents or the Corporation's Representatives. A Resident shall take immediate steps to remedy or desist from any activity which the Board deems to constitute an undue nuisance. No shouting, screaming, horseplay or other disturbance is permitted in or around any suite or upon any part of the common elements. No undue noise, caused by any instrument, television, stereo, amplifier, P.A. system, computer, equipment or other sound device, however caused, which disturbs the comfort of any other Resident(s) shall be permitted. When requested by the Board or Manager, a Resident shall lower sound to appropriate levels and shall install foam padding under sound-emitting devices and between such devices and the furniture, floor or walls, or the Resident shall take such other sound-attenuation measures as the Board or Manager may require. Residents shall particularly reduce noise volumes to a quiet level between the hours of 10:00 p.m. and 8:00 a.m. each day, but in any event, shall avoid causing a nuisance at all times. Additional noise and nuisance provisions relating to pets shall be dealt with in accordance with Rules O.

- Human Rights A 04. All Residents, their visitors and guests, directors, officers, property managers, employees, agents, contractors and representatives of the Corporation shall at all times, abide by and uphold the provisions of the *Human Rights Code* and no person shall infringe or do directly or indirectly, anything that infringes a right as provided therein. Without limiting the generality of the foregoing, every person has the right to equal treatment with respect to services, goods and facilities, employment, occupancy of accommodation and freedom from harassment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap.
- Harassment A 05. No Resident shall injure, harass, threaten, annoy, or initiate any defamatory, threatening, hateful or discriminatory statement or action, or participate in any illegal or harmful conduct toward any Resident or any of the Corporation's Representatives. Harassment shall consist of any oral or written statement, action or behaviour which is intimidating, threatening, violent, sexually harassing or which causes physical or psychological harm, fear, humiliation or embarrassment, objectively determined on a reasonable basis, pertaining to any statement, action or behaviour which a person knows, or reasonably ought to know, would be unwelcomed and offensive including, without restriction, any verbal abuse, insulting comment, joke, gesture, conduct or touching or contrary to any of the grounds of workplace harassment or sexual harassment set out in the Ontario Human Rights Code which are hereby made applicable to relationships, behaviours and conduct among Residents, staff, contractors and the Corporation's representatives. SEE A 04
- Non-Interference A 06. No Resident shall interfere with the services rendered by the Manager, superintendent, cleaner or any other contractor or agent of the Corporation. Any complaints or concerns pertaining to any Resident, Corporation's Representative, suite, common elements or the affairs of the Corporation shall be dealt with by written notice addressed to the Board and delivered to the Manager.
- Auctions & Sales A 07. No bulk sale of goods, any auction, garage sale, suite contents sale shall be held for the general public in a suite, or anywhere upon the common elements without prior written approval of the Board. Sales to other residents may be advertised on the Neighbour-to-Neighbour boards of both the 2000, and 2010 buildings. The use of "Open House" or "For Sale" signs visible from the exterior of the Corporation's building is strictly prohibited.
- Canvassing A 08. No solicitation or canvassing of any kind is permitted in the building (including, without restriction, delivery of any leaflet, brochure, card, flyer or commercial document), provided that reasonable access to the property will be provided to candidates, or their authorized representatives, for election to the House of Commons, the Legislative Assembly or any office in a municipal government or school board, or as a Director of the Corporation's

Board for the purpose of canvassing or distribution of election material. "Reasonable access" shall be at the discretion of the Corporation, to prevent against any nuisance or interference to Residents by canvassing. Special facilities for charitable solicitation, conducted by a Resident, may be set up in the Recreation Centre, provided the charitable organization has applied, in writing, to the Joint Operations Committee and has received written permission from the Joint Operations Committee.

- Deliveries A 09. Upon receipt of a written authorization from a Resident, security personnel at the Gate House may accept deliveries and packages on that Resident's behalf provided that such packages are less than 10 lbs, properly wrapped and the deliveries are made during the business hours established by the Board or Management from time to time. However the Corporation will be not be liable to the Resident for any damages to any package, delivery or other personal property left. Deliveries made Cash on Delivery (C.O.D) will not be accepted at the Gate House or with Security.
- Filming A 10. The filming of any movie and/or digital recording, for commercial purposes (except for the purpose of selling an individual suite), in any suite or portion of the Common Elements, is strictly prohibited unless authorized in writing by the Board.

B: OWNERSHIP AND USE OF SUITE

- Information Form B 01. A purchaser of a suite must notify the Manager in writing of the owner(s) name(s), address of record and contact particulars, and shall provide the Residents' Information Form (Schedule "A") required by Rule A 01 to the Manager. Access cards will not be activated until the Residents' Information Form has been received by management.
- Designated Owner B 02. Until notification pursuant to Rule B 01 hereof is provided by the new owner to the Manager of the Corporation, the previous owner of the unit shall remain designated as the owner thereof on the Corporation's records as prescribed by the Act. Unless the requirements set out in Rule B 01 are met, a new owner will not receive notices of meetings and other written communication from the Corporation, nor will he, she or they be entitled to vote at any meeting of owners.
- Single Family B 03. Each suite shall be occupied and used only as a private, single family residential dwelling and for no other purpose in accordance with the following requirements:
- a) Occupation and use of a suite shall be subject to compliance with any restriction contained in the Corporation's declaration, by-laws or

rules and all requirements or restrictions imposed on the property by governmental authorities (including, without restriction, the requirements of any municipal zoning by-law) or any restrictive covenants registered against title to the property, or as otherwise required by the Board to the extent the Board is specifically authorized to do so.

- b) A “private, single-family residential dwelling” shall mean a suite occupied or intended to be occupied only as a residence by one (1) family alone. A “family” shall consist of,
 - i) the owner(s) of the suite, or else the owner(s), tenant(s) pursuant to one (1) written lease thereof, together with such owner(s) or tenant(s) family members related by blood, marriage, common law marriage or adoption to such owner(s) or tenant(s) as the case may be, including not more than a total of two other non-related persons, subject to sub-articles (c)-(e) hereof; or
 - ii) a group of not more than three persons who need not be related by blood, marriage, common law marriage or adoption, living together as a single housekeeping unit subject to a written lease or sub-lease, and subject to sub-articles (c)-(e) hereof.
- c) The number of residents in any suite shall not exceed the number of occupants permitted by any Occupancy Standards By-law enacted by the respective Corporation. To determine the number of residents permitted in any given suite reference should be made to Article 20 of the respective Corporation General By-law.
- d) The owner(s) and any tenant(s) of each suite shall register the names of all persons residing at the suite prior to commencement of their occupancy thereof, together with each of their children, pets and vehicles in accordance with the Corporation’s Residents’ Information Form. Upon request by the Board, such owner(s) or tenant(s) shall confirm the relationship of all suite occupants pursuant to official documentation confirming such family relationship.
- e) No room in such suite shall be partitioned, rented or leased to or otherwise occupied by any other individual(s) for the purpose of temporary or permanent occupancy, residence, boarding or lodging, or for any other purpose except as permitted in accordance with the provisions of the Corporation’s declaration, by-laws and rules.

- Commercial Use B 04. No commercial use which requires customers, employees or business visitors to the suite, reception facilities, manufacturing or processing facilities, delivery or shipping of goods for manufacturing, processing or sale, and which gives rise to any noise, nuisance, disturbance, maintenance, repair of the common elements or consumption of utilities in excess of normal residential use shall be permitted in or with respect to any suite including, without limitation, the carrying on of a business or the operation of a business or professional office (other than an incidental home-based office for private use ancillary to the main private, single family residential use of the suite, if such incidental use is not illegal, immoral or in breach of any zoning requirements, utilizes no more than one room of the suite, does not involve repeated attendance (recurring visits) by employees, agents or contractors which could result in visitors loitering in the common element areas, all of which may, in the discretion of the Board, lower the character or image of the condominium building or any portion thereof, or use of any parking space for such incidental use, and the permitted incidental use shall not give rise to any noise, nuisance, disturbance, maintenance, repair of the common elements or consumption of utilities in excess of normal residential use, any of which prohibitions may be determined in the sole discretion of the Board acting reasonably).
- Transient Use B 05. No hotel, boarding, lodging house, transient, fractional use or time-sharing use shall be permitted in or with respect to any suite. A transient use means more than one short-term use or occupation of a suite for a period of less than 6 months in any particular period of 12 consecutive months. One short-term use or occupations of a unit shall be permitted when the owner delivers a written lease, sub-lease or notice to the manager as required by Rules D 04 and D05 and subject to compliance with Tenancy Rules D 01 – D 10. A second short-term use or occupation of a unit in any particular period of 12 consecutive months may be permitted by the Board exercising its sole discretion, but only in exceptional circumstances.
- Discontinue Use B 06. If, in the sole discretion of the Board, a Resident’s use of the suite is in breach of any of the provisions herein, or the Resident’s use may damage or reflect unfavourably upon the Corporation or any other Resident, the Resident shall immediately discontinue such use upon the written request of the Corporation.
- Insurance B 07. Owners are strongly advised to obtain an owner’s condominium insurance policy from their insurance agent as recommended by Rule N 01.
- Hazardous Material B 08. No Resident shall use, store or permit prolonged storage of garbage or degradable organic matter, an excessive accumulation of paper or any item which may overload the structure or constitute a health or safety hazard in any suite, locker, parking space or upon the common elements. Residents shall refrain from installing or using leaking containers or waterbeds. No illegal, explosive, combustible, dangerous or hazardous materials of any kind

shall be stored in a suite, locker, parking space or upon the common elements. A Resident will be responsible for the clean-up and removal of any contaminant, pollutant or toxic substance (including mould) resulting from any act or omission of the Resident. Firecrackers or other fireworks are not permitted in any unit or on the common elements.

Pest Control B 09. No Resident shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her suite or exclusive use common elements. Residents shall immediately report to the Manager all incidents of pests, insects, vermin or rodents. Residents shall permit the Corporation's Representatives, including pest control personnel and other authorized persons to enter their suites for the purpose of conducting pest control, health or safety operations including a spraying or extermination programme. Residents are required to prepare their suites in the manner prescribed by the Board to facilitate the appropriate pest control operations. Residents shall comply with the requirements of any pest control notice, including any health or safety criteria and shall ensure that all required safety precautions are taken on behalf of any children, pets or other occupants. Residents may be required to vacate their suite for specified periods during implementation of any pest control program.

Entry Locks B 10. Residents shall permit entry to suites and storage lockers in accordance with the declaration and the provisions of the Act. Prior notice of daytime entry will be given and the Resident shall permit access at any time during such day. Residents shall cooperate to allow the Corporation's Representatives to carry out their duties. Residents shall not change or add locks to their suites unless such change or addition is compatible with the existing lock system used on the property. No change or addition of locks will be performed without the prior written consent of an owner of the unit. A copy of a key for all locks of each unit including each locker shall be provided to the Manager and kept in a secured lockbox in safekeeping by the Corporation for emergency purposes or to enable the Corporation to carry out any of its duties. Upon changing any locks, Residents shall immediately provide the Corporation with a key.

Access Cards B 11. Photo-Identification Electronic Access Cards

- a) Photo-Identification Access Cards of various categories are issued by the Property Manager for a fee, and under terms and conditions established from time to time, by the Joint Operations Committee.
- b) No one shall lend a Photo-Identification Access Card to any other person.
- c) No one shall use a Photo-Identification Access Card belonging to another person. Use of such access cards by any person other than the

person depicted on the photograph may cause the Access Card to be de-activated.

- d) Lost, stolen or damaged Photo-Identification Electronic Access Cards shall be reported promptly to the Property Manager. Such cards will be de-activated and replaced for a fee upon showing appropriate identification to the Property Manager.

Window Coverings

- B 12. Nothing shall be affixed to any window or placed between the windows and drapes or blinds, or shall be visible from the outside of a suite, which detracts from the exterior uniform appearance of the building or is deemed to be offensive in nature in the sole discretion of the Board. Curtains, drapes or blinds shall have a neutral tone liner or a neutral tone exterior drapes which completely cover the window when closed. No Resident shall place or permit any reflective or insulating materials, flags, awnings, exterior shades or other objects outside, inside or upon any windows or the exterior of the suite. The foregoing does not apply to the display of the National Flag of Canada provided it is displayed in accordance with flag protocol set out by the government of Canada.

Signs & Notices

- B 13. No sign, billboard, notice, or other advertising matter of any kind 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.

Exception: The *Neighbour-to-Neighbour* notice boards may be used by Residents to post non-commercial, non-political notices, or to advertise the Resident's private sale items, e.g. parking units or lockers for lease, table for sale, etc.

Thrown Items

- B 14. Nothing shall be thrown, dropped, poured or the like out of any of the windows or doors. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or any part of the common elements. No hanging or drying of clothes is allowed from windows, balconies or upon the common elements. No item shall be dropped, swept or thrown from any balcony.

Flooring

- B 15. No owner or resident shall install or permit any type of flooring materials to be installed above the concrete sub floor of the owner's suite, other than wall-to-wall carpet and under-pad, provided that an owner may install any alternate type of hard surfaced flooring or other materials (in accordance with such specifications as may be determined by the board from time to time), if such alternate type of flooring would achieve an acoustical soundproof standard when installed providing a minimum Impact Isolation Class rating of IIC-70 or higher (with proof of manufacturer's specifications to be provided to the board) and if all applicable diagrams, plans and specifications are approved by the Corporation's engineer and/or the Board prior to the

installation, at the owner(s) expense. The foregoing restrictions do not apply to kitchen, bathroom and main entrance foyer flooring. Any owner who installs flooring materials contrary to the requirements of this Rule shall, within 30 days after receiving written notice from the Corporation, replace such non-complying floor materials and install flooring materials in compliance with this Rule. In the event the Corporation receives documented noise complaints from the Residents of the suite below which, in the sole discretion of the Board confirms an undue noise nuisance arising from inappropriate flooring or any other sound-emitting or sound-conducting materials, the owner of the suite from which such sounds emanate shall comply with all sound reduction criteria as may be required by the Board.

Entry onto
The Property

- B 16. a) Only the main driveway and the walkway south of the Gate House may be used for entry onto the property.
- b) Any vehicle, including a Resident's vehicle, without a Transponder shall use the Visitor lane adjacent to the Gate House, and shall stop and report to the security officer.
- c) When reporting to the Gate House security officer, non-residents shall state their name and the name and suite number of the Resident they wish to visit. The security officer shall not have authority to admit any non-resident onto the property, unless:
- i) The Resident being visited is at home and gives permission for such entry when contacted by the Gate House security officer; or
- ii) The Visitor holds and shows to the Gate House security officer a Sponsored Visitor Photo-Identification Electronic Access Card bearing the Visitor's photograph.
- d) Should the Resident be unavailable in time to admit an expected Visitor, the Resident may make admission arrangements on the same day by calling the Property Manager (during office hours), or the Gate House Security Officer (after hours).
- i) Any such arrangement is valid only for that single occasion. "Blanket" admission arrangements are not permitted.
- e) Visitors with pets shall not be admitted onto the grounds or into the buildings with the exception of a Visitor with a trained service dog.

Absences

- B 17. Residents shall inform the Management Office of any planned vacation or business trip that will result in their suite being unoccupied for the duration of the trip.

C: COMMON ELEMENTS

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| Loitering/Attire | C 01. Persons shall not loiter on the common elements or harass any other person(s) upon the common elements or cause a nuisance or disturbance, or perform any illegal or immoral acts, affecting the common elements or their use by others. Residents are required to wear shoes, shirts and other proper attire at all times when using hallways, entrances, elevators, stairs or other common elements of the Corporation. |
| Access | C 02. Without the consent in writing of the Board, no Resident shall have any right of access to those parts of the common elements used from time to time as utility areas, building maintenance, storage areas, operating machinery, generator, transformer, sprinkler, boiler or machinery rooms, superintendent(s) suite, lockers or parking units designated for the sole use of other Residents, or any other parts of the common elements where use is restricted for the care, maintenance, or operation of the property or for the exclusive use of other Residents. The Manager(s) office may be accessed during its normal business hours only, for the efficient conduct of the Corporation's business. |
| Ingress | C 03. The sidewalks, entries, passageways, walkways, driveways and any other common elements shall not be obstructed by any Resident or used by him or her for any purpose other than for ingress and egress to and from his or her unit. Residents shall use the paved walkways when entering or leaving the building and shall not travel across lawns or landscaped areas to reach another destination. |
| Landscaping | C 04. No one shall mutilate, destroy, damage, alter or litter any landscaping or any other part of the common elements, including, without restriction, any trees, shrubs, hedges, flowers, lawns, flower beds, walkways, interior common areas of the buildings and other portions of the common elements. |
| Spills | C 05. Residents and Visitors shall inform the Management Office or Gatehouse who will apprise the Superintendent of any spills or undue untidiness in the elevators or lobbies. Anyone responsible for any spill or mess on the common elements must remove it and clean it up immediately. If unable or unsure of the best method to do so, the person responsible must advise the Management Office or Gatehouse immediately. The cost of cleaning stains caused by a Resident or Visitor while transporting food items to the Party Room or the Barbeque Area will be charged back to the unit Owner. |
| Tidiness | C 06. No mats, overshoes, rubbers, boots, carriages, or other objects whatsoever, shall be left outside suite entrances or on any part of the common elements. Residents shall not use the hallways to store any items; all bicycles shall be parked in the garage in accordance with Rule M 24. The Corporation and the Corporation's Representatives shall not be responsible for the theft, damage or loss of any articles left on the common elements or any area designated from time to time. |

Buildings &
Objects

C 07. No building, shed, structure, clothes drying apparatus, awning, installation, equipment, fixture, tent, trailer, recreational or commercial vehicle or any other object shall be placed, located, affixed to, kept or maintained on the common elements, except for those objects placed, located, kept or maintained on the common elements with the prior consent of the Board that may be required for the use, enjoyment, maintenance and repair of the common elements or suites.

Alterations

C 08. No alteration, addition or improvement shall be made by any Resident which would alter or change the outside appearance of the building in any way. No Resident shall make any change or alteration to, or place or affix any installation upon, any part of the common elements (including any exclusive use common elements), or any of the Corporation's assets, fixtures or attachments thereto, nor shall any Resident maintain, decorate, alter or repair any part of the common elements, or attach any item to or hang it upon the exterior of any door or the interior or exterior of any window, except as provided in Rule C 09 below, unless such alteration, change, installation, maintenance, repair or decoration is approved pursuant to the prior written consent of the Board and performed in compliance with all requirements of the Act, the *Building Code*, *Fire Code*, and all other legislation and municipal by-laws or standards, and the declaration, by-laws and rules of the Corporation.

Modifications – Entry
Doors & Suites

- C 09.
- a) No one shall make modifications to the exterior surface of any suite/locker entrance door as per B 10.
 - i) No one shall attach any items to the exterior of any suite/locker entrance door, other than a reasonably-sized door knocker, and/or an additional/replacement lock which conforms to the standard building style.
 - ii) Seasonal decorations may be attached to a door at Easter, Passover, Thanksgiving, Christmas, Hanukkah, etc., and shall be removed immediately following the event.
 - iii) Nothing may remain year-round on the exterior of the entrance door to any suite or locker, other than the suite number, peephole, door handle, lock installed by the Corporation, and a reasonably-sized door knocker.
 - b) Each Resident shall ensure that the suite entry door is equipped with a properly functioning door closer in accordance with Fire Regulations.

- c) No one shall install or maintain weather stripping on the top, bottom or side of the suite entry door or frame with the exception of a small strip to assist proper closure.
- d) No one shall install an air conditioning unit.

Aerials &
Structures

C 10. No television antenna, satellite dish, aerial, tower, or any other structure or object shall be erected on, left upon or fastened to or permitted to penetrate any of the common elements (including exclusive use common elements) or the exterior of any unit, except as approved in the sole discretion of the Board pursuant to the Act and the Corporation's declaration.

Sports

C 11. Roller-skating, roller-blading, skateboarding, bicycle riding, any sports activities, roughhousing, running, fighting, and any other similar activities are prohibited inside the buildings and on any of the common elements which are not intended specifically for this purpose. Residents must conduct themselves properly and walk while inside the building and on the common elements, with exception of persons with disabilities and in need of mobility assistance devices such as wheelchairs.

Balcony

C 12. No balcony, terrace or patio, whether common element or exclusive use common element, shall be used in such a way as to cause harm, nuisance or discomfort to other Residents, the Corporation's Representatives or members of the public. Only seasonal furniture, which is sufficiently heavy or well-secured to avoid being blown away, shall be permitted on balconies, patios and terraces. No barbecue, cooking appliance, furniture, flag, any item which can be expected to cause damage due to rust, leaking, staining or any other nuisance, shall be placed on a balcony, terrace or patio, or shall be affixed to any wall, window, floor, ceiling or railing thereof (except for the display of the National Flag of Canada provided it is displayed in accordance with flag protocol set out by the government of Canada and does not otherwise cause harm, nuisance or discomfort in its installation or display). No liquid, garbage, debris or any item shall be thrown or allowed to fall from any balcony or terrace. Upon written request by the Board, the suite owner shall remove all items from the balcony on a timely basis to permit the Corporation to carry out any maintenance or repairs the Corporation may decide to undertake. No alterations, additions, enclosures, partitions or installations shall be made to a balcony, terrace or patio common element area and no carpets or other floor coverings shall be installed upon the floors of balconies or other common element areas, unless permitted in accordance with specifications established by the Board. Owners shall comply with all requirements published by the Board from time to time pertaining to protection of balcony structures and other common elements components. See I 08.

- Smoking C 13. The Smoke Free Ontario Act states that no person may smoke in any interior common elements of the Corporation's building. No person shall dispose of cigarette or cigar butts on any part of the common elements.
- Christmas Trees C 14. Only artificial, non-flammable and non-shedding Christmas trees are permitted in the suites or any interior common element. Natural Christmas trees are prohibited due to the fire risks and clean-up costs associated with their use.
- Restricted Entry C 15. While entering or exiting, Residents shall not permit anyone into the building whom the Resident does not know to be an owner or resident.
- Plants C 16. No plant, vine, bush, shrub, tree, flora, furniture, chattel, fixture or any other item on any exclusive use balcony, patio or exclusive use common elements appurtenant to any unit shall exceed 7 feet in height (with the exception of the Penthouse terrace) or shall encroach upon any other unit and shall be properly cleaned, maintained and groomed by the owner of the appurtenant unit at all times. All plants located on any balcony or patio shall be potted and all items shall be located inside any railings / balustrade or exclusive use area. Any plant, vine, bush, shrub, tree, flora and other item shall be removed by the owner of the appurtenant unit if, in the sole discretion of the Board, any such flora or item creates a hazard or nuisance, or detracts from the exterior appearance or integrity of the building(s) architectural and conceptual design, or interferes with the quality of a neighbour's environment, or causes an excess load, damage or an impediment to the proper maintenance and repair of the common elements or any unit. No Resident shall place any object on the roof of the building or go to the roof for any purpose whatsoever, without written approval of the Board.

D: TENANCIES

- Compliance D 01. Pursuant to provisions set out in the declaration and the Act, tenants, their resident family members, guests and visitors shall be subject to and shall comply with the provisions of the Act, declaration, by-laws and rules of the Corporation which may be applicable from time to time. During the period of occupancy by the tenant, the off-site owner shall have no right of use of any part of the common elements including all Recreational Facilities as may be governed by a provision contained in the Corporation's by-laws.
- Owner Liable D 02. Any owner leasing a suite to a tenant or tenants shall not be relieved thereby from any of the owner's obligations with respect to the suite. All owners shall be responsible for any damage or additional maintenance to the common elements and assets of the Corporation caused by their tenant or their guests and will be assessed and charged therefore.

- Common Expense
- D 03. No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the owner is in default of payment of common expenses, in which case the tenant shall deduct from the rent otherwise payable to the owner, the owner(s) share of the common expenses and shall pay that amount to the Corporation, which amount shall be deemed to constitute payment toward rent under the lease, and the tenant shall not, by reason only of such payment to the Corporation, be in default of the tenant(s) obligation under the lease, as required by s. 87 of the Act. The tenant shall not be subject to any recourse by the suite owner pursuant to the *Tenant Protection Act*.
- Notification
- D 04. The owner shall deliver to the tenant a copy of the declaration, by-laws and rules of the Corporation at the time of entering into a lease of a suite. The owner shall forthwith notify the Corporation that the unit has been leased or that a lease of the suite has been terminated or renewed. The owner shall provide the Corporation with the tenant(s) name and owner(s) address, together with a copy of the lease of the suite or a summary of the lease on the prescribed form, as required by s. 83 of the Act, so that the appropriate information can be inserted into the Corporation's Lease Record. The owner shall automatically and promptly supply the documents without charge and without any request for same by the Corporation.
- File Forms
- D 05. A signed, dated copy of the "Residents' Information Form" (Schedule "A"), as required by Rule A 01, and the "Tenant's Acknowledgment" (Schedule "A"), as required by the Corporation's declaration, together with the Summary of Lease (Schedule "C"), as required pursuant to s. 83 of the Act, all of which shall be duly completed, must be submitted by the owner to the Manager prior to occupancy of the suite by a tenant, failing which, the Corporation may deny use of an elevator for the purpose of moving furniture and other bulky items as required by Moving and Service Elevator Rules E 01 – E 11, or may deny use of any parking or loading area and may deny access to any of the common elements by the tenant. In the event the owner fails to provide such documents to the Property Manager prior to the commencement date of the tenancy, any person or persons intending to reside in the owner's suite shall be deemed to be a trespasser. Entry to or upon the common elements and use of any elevator by such person or persons may be expressly denied by the Corporation until such person(s) and the owner comply with the provisions set out in these Rules, the declaration and the Act.
- Tenancy Agreement
- D 06. As a non-binding guideline only, the Corporation suggests, without liability, that a standard, current form of condominium tenancy agreement (such as the form copyrighted by the Building Industry Land Development Association or any other carefully-drafted form of condominium lease) under the *Residential Tenancies Act*, as amended or applicable from time to time, be used as the minimum standard in leasing a suite, subject to such amendments as the owner and tenant may deem appropriate. Only a single-family residential use

of the unit is permitted, subject to compliance with the Corporation's occupancy standard, and transient leases are prohibited, as set out in Article B 05.

Tenants
Insurance

D 07. Tenants are strongly advised to obtain a tenant(s) condominium insurance policy from their insurance agent which covers personal possessions including any personal effects stored in any storage area or locker, in addition to any public liability, property damage and other forms of tenant protection insurance (since a tenant and other Residents are not protected by any of such coverage's as may be contained in the Corporation's insurance policies).

Inspections

D 08. Prior to the commencement date of the tenancy, the owner and tenant shall, if requested, provide access to the suite to the Corporation's Representative for the express purpose of inspecting the suite, including air conditioning/heating units, clothes dryer lint ducts, smoke detectors, CO2 detectors, fire alarms, electrical equipment, wires, plumbing hoses and fixtures, window latches and any other safety devices designated by the Board, to ensure that the suite has been maintained in a good state of repair in accordance with the Act, declaration, by-laws, these Rules, *Building Code* and *Fire Code* requirements, to comply with any duty, and to ensure that no unauthorized alterations, additions, improvements or partitions have been made to the suite or any exclusive use or other common elements. The owner shall forthwith comply with any notice from the Corporation requiring the owner to carry out any maintenance or repairs to the unit prior to the commencement of the tenancy. Neither the Corporation nor the Corporation's Representative shall be obligated to undertake any such inspection, nor shall they bear any liability with respect to any such inspection or failure to conduct any such inspection.

Moving

D 09. All tenants are required to comply with the Corporation's Moving and Service Elevator Rules identified in section "E" hereof.

Termination
of Lease

D 10. In the event a tenant breaches a provision set out in the Act or the Corporation's declaration, by-laws or rules, the Corporation may make an application to the Superior Court of Justice under s. 134 of the Act for a compliance order, damages and costs and requesting an order terminating a lease upon contravention thereof.

Advertising &
Showing Suites
For Sale or Lease

D 11. 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 without the prior consent of the Board.

Exception: The *Neighbour-to-Neighbour* notice boards may be used by Residents to advertise their suites for private sale or lease.]

- i. (a) Open Houses which invite the *general public* for the purpose of selling a suite shall **not** be permitted under any circumstances.

(b) Open Houses hosted by Listing Agents *exclusively* for other *real estate agents* wishing to view a suite for sale or lease may be held, provided that such Open Houses are not advertised by sign anywhere on the common elements.

(c) Access for non-resident real estate agents attending Open Houses hosted by Listing Agents as described in (b) above shall be provided personally by the resident or by the Listing Agent appointed by the resident.

- ii. Access for non-resident real estate agents wishing to show a suite for sale or lease while the resident is not at home, is described in Schedule “E”—ACCESS FOR REAL ESTATE AGENTS.
- iii. Owners selling their suites privately shall personally admit the prospective purchaser or lessee into the building and the suite.
- iv. Prospective purchasers or lessees must be accompanied by the Resident or the Resident's authorized agent when viewing the recreation facilities.
- vi. No Owner shall accept an *Offer to Purchase* a suite without including the following special **RULE ADHERENCE CLAUSE**:

“I/we acknowledge and affirm that I/we, the members of my/our household and my/our Visitors from time to time will, in using the units identified above and any of the common elements, comply with the Condominium Act, the Declaration, By-laws and all Rules of Metropolitan Toronto Condominium Corporation No. 570 and York Condominium Corporation No. 531.”

E: MOVING, LARGE DELIVERIES AND SERVICE ELEVATOR

Moving

Agreement

- E 01. The Resident shall reserve the service elevator at least two days prior to the specified moving date and time, as confirmed by the Manager, provided that the service elevator shall be made available on a first-come, first-served basis. A Moving Agreement in the form attached hereto as Schedule “D” and the Service Elevator Inspection Report form attached hereto as Schedule “D” (each of which as may be amended by the Board from time to time, must be completed and signed by the owner and/or tenant of a unit and a security deposit, in a reasonable amount to be determined by the Board from time to time, must be provided to the Manager before a new Resident assumes occupancy of a unit or vacates a unit or in the event of any other move of bulky items. The Manager or Superintendent shall be entitled to use his/her discretion to require Residents to use the designated service elevator to move small loads of one or more bulky items. Each new owner and tenant shall

complete *Schedules "A", "C" & "D"* attached prior to first moving into a unit and before using the moving elevator, as required by Rule D 05 hereof and when a tenant is intended to occupy a unit, the owner and tenant shall each comply with each of the rules pertaining to Tenants.

- Bulky Item E 02. A bulky item shall consist of the following:
- i) any furniture, appliance, equipment, household effects, construction materials,
 - ii) any other kind of goods, materials, chattels, refuse or items of any nature or kind which exceed 1 metre (39 inches) in height, length or width, any item weighing in excess of 45 kilograms (100 pounds),
 - iii) any liquid, chemical, combustible, explosive, dangerous or hazardous product of any nature or kind provided that products normally designated for household use in small, sealed containers and quantities shall not constitute a bulky item.

A dolly (cart) available at the entrances to the indoor parking area for residents may be used to move household shopping items and luggage to and from the resident's automobile to the resident's suite without requiring use of the service elevator for such non-bulky items, subject to prompt return of the dolly to the indoor parking entrance area. No combustible, explosive, dangerous or hazardous product of any nature or kind shall be transported through the common elements except with the prior written consent of the Manager and in accordance with all requirements of the Workplace Hazardous Materials Information System (WHMIS) and the *Occupational Health and Safety Act*.

- Service Elevator E 03. No person shall place any bulky item in any elevator other than a designated service elevator. Prior to transportation of any bulky item from the move-in room, approved elevator pads must be properly installed in the service elevator. All bulky items shall be transported only in accordance with provisions set out in these Rules applicable to moving and the service elevator. All bulky items must be transported only through a designated loading area, move-in room and service elevator. No bulky item shall be transported through the main lobby of the Corporation. The Resident shall not permit blockage of any corridor, lobby, elevator or other portions of the common elements by any bulky item, persons or other items.

- Inspection E 04. Prior to use of the service elevator, the Resident shall attend with the Manager or other representative of the Corporation at the service elevator and upon the other portions of the common elements between the loading area, moving room, service elevator and the destination unit, in order to complete

an initial Inspection Report in the form attached to and forming part of these Rules as Schedule “D”. Immediately upon completion of transportation of the bulky item, the Resident shall attend with the designated representative of the Corporation to complete a final inspection of the service elevator and pertinent portions of the common elements, whereupon they shall complete the final Inspection Report. It is the responsibility of the Resident to arrange for, and attend at, both the initial inspection and the final inspection. In the event the Resident fails to do either or both, the designated representative of the Corporation shall therefore complete either, or both, the initial Inspection Report and the final Inspection Report and such representative’s noted comments shall be deemed to be accurate and binding upon the Resident.

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| Reservation | E 05. The service elevator is available for use during the reservation hours based on Rules and Regulations as per Schedule “D”, but shall not be used for the transport of bulky items during any other hours except with the consent of the Manager or superintendent, determined in their sole discretion. |
| Compliance | E 06. The Resident of a suite shall ensure compliance by each Resident or any other person, firm or corporation responsible for delivery of a bulky item, with all requirements of these Moving and Service Elevator Rules, the provisions of the declaration, by-laws and rules of the Corporation and all other federal, provincial, municipal or other public ordinances, laws, by-laws and regulations, in connection with any aspect of use of an elevator or the transportation of a bulky item on the common elements of the Corporation. |
| Return Access
Cards | E 07. Any Resident moving out of any unit shall return to the Manager all electronic access cards and transponders which constitute the property of the Corporation. |
| No Liability | E 08. The Corporation shall not be liable for any items lost, damaged, destroyed or stolen from any of the common elements or for any injury, illness, accident, or death pertaining to use, by the Resident, delivery persons or others for whom the Resident is responsible, for the service elevator or other common areas of the Corporation. The Corporation and the Corporation’s Representatives shall not be held liable for any loss, costs or damages of any kind pertaining to any delay in availability of the loading area, move-in room, service elevator, corridors, facilities or any other common elements or facilities of the Corporation. |
| Avoid Damage | E 09. Residents shall ensure that upon completion of delivery of any bulky item, the service elevator, loading area, move-in room, lobbies, corridors, floors, walls, ceilings, light fixtures, systems, doors, windows or any other part of the common elements are free of any damage, loss, defect, requirements for cleaning, maintenance, repair or replacement or expense caused by the Resident or those for whom the Resident is responsible. Residents shall ensure that all such areas are left in a clean and broom swept condition, free of any spots, stains or defects of any nature or kind arising from such |

delivery. All empty boxes, moving cartons and debris shall be dismantled and removed immediately from the common elements. No garbage, refuse or debris shall be left in any common area after a delivery has been completed.

Cleaning/

Damage Liability

E 10. Where damage to the loading area, moving room, service elevator, hallways, doorways or any other part of the common elements or assets of the Corporation or any part of the common elements has been caused by the moving of any item into or out of a unit, the party responsible for such damage, the applicable Resident and the owner of the unit shall be jointly and severally liable to the Corporation for the cost of any required cleaning, litter removal, maintenance and repairs. Any affected area shall be cleaned, repaired or replaced to a first-class quality standard in a good and worker like manner using first-class quality labour and materials matching existing finishes. Such costs shall be assessed by the Manager as soon as possible following the move and the Manager's decision in this regard shall be final and binding, subject to appeal to the Board. Such costs shall be deducted from the security deposit and in the event the costs exceed the amount of the security deposit, the applicable Resident and the owner shall reimburse the Corporation for all costs duly incurred. The Corporation shall be entitled to charge standard hourly rates for the cost of labour of the Corporation's Representatives, together with the cost of materials and the Occupant and owner shall pay the Corporation the cost of labour and materials provided by independent contractors together with an administration charge of 15% thereof.

Delivery Vans

E 11. All moving vans and delivery vehicles are required to register the following information with the Security Gate House prior to any delivery or removal of any item from a unit or the common elements:

- i) driver's name and company name, if any, and vehicle license number
- ii) name of owner and/or resident, unit number and building address;
- iii) arrival and departure time;
- iv) description of the size and nature of the item delivered or removed.

F: GARBAGE DISPOSAL

Disposal

F 01. No Resident shall place, leave or permit to be placed or left in or upon any portion of the common elements (including the floor of any Disposal Room or Recycling Room and including any exclusive use common elements), any debris, refuse or garbage. Residents shall promptly remove any Garbage from the Resident(s) suite, and from their lockers that would attract vermin and insects, and shall not permit any organic garbage to accumulate within the suite for a period longer than one week. Any clean up will be at the Resident's expense. Residents shall directly carry or place garbage in any area designated by the Corporation as a garbage depository, subject to such recycling, sorting or disposal criteria as may be established by the Board or municipality from time to time.

- Bag F 02. Garbage shall be securely wrapped and tied in a strong plastic bags weighing not more than 12 kilograms (25 pounds) per bag and placed down the chute in the Disposal Room located on each floor. All garbage must be firmly pushed down the garbage chute and not left jammed between the chute flap and the chute opening.
- Hours F 03. Hours for disposing of garbage down the chute in the Disposal Room areas are between 8:00 a.m. to 10:00 p.m. Monday through Sunday.
- Recyclables F 04. Glass jars/bottles, other forms of glass, aluminium or steel cans, polyethylene, terephthalate (i.e., soft drink) bottles, newsprint, cardboard or any other form of recyclable materials shall be disposed of separately in the appropriate bins as designated by the Board in accordance with all municipal by-laws and requirements. Any potentially leakable recyclable material shall be double-wrapped in leak-proof bags or containers and shall be carried to the appropriate recycling bins. Items too large or bulky to be packages as above (e.g. boxes and other packing materials), shall be placed into the outdoor disposal bins located at the rear of the building. Boxes shall be flattened and/or broken down. Organic material (e.g. wet kitchen waste) shall be disposed of in the green organics bin located outside the rear of the building.
- Hazardous F 05. No flammable, combustible, explosive, dangerous or hazardous liquids, chemicals or materials shall be placed in or around indoor or outdoor designated depository areas, but shall be disposed of safely and in accordance with the requirements of WHMIS, the *Occupational Health and Safety Act* and the *Environmental Protection Act*, and all applicable procedures, packaging and disposal methods at the appropriate Hazardous Waste Depot.
- Bulky F 06. The Resident shall be responsible for removing or having removed from the common elements any carpet remnants and renovation materials. Any costs incurred by the Corporation for disposal of such items which have been left by a Resident or resident's Agent in the Corporation's bins or anywhere on the common elements will be charged back to the Resident. The Corporation and the Board shall not be liable for any injury to any person or persons, or for any damage to any property as a result of the delivery, removal or placement of such items. The Resident shall advise the Management Office of any appliances and furniture to be disposed of and follow any instructions given of where to place the material and the date and time to do so.
- Compliance F 07. Residents shall comply with any regulations passed by the Board pertaining to requirements for compliance with any legislation, regulation, by-law or edict of any public authority pertaining to source-separation of wastes, recycling and sorting requirements as may be applicable in the municipality from time to time. In order to reduce cost, Residents are encouraged to reduce, reuse and recycle whenever possible.

- Failure to comply F 08. Where a Resident has failed to separate, remove and/or properly dispose of Garbage, the Corporation shall have the option of performing this function at the owner's expense.
- Trash Containers F 09. Only light, dry trash shall be placed into the indoor containers located at the pedestrian entrances into the buildings from the P-1 and P-2 levels of the garage. Nothing shall be left on top of these trash containers, or on the floor anywhere in the garage.
- Garborators F 10. No one shall install, replace or operate a garbage grinding device that does not meet the requirements of the City by-laws.

G: SAFETY DEVICES

- Maintain Safety Devices G 01. No Resident shall disconnect damage or remove any designated Safety Device or any portion thereof contained in a unit or upon the common elements, provided that an Occupant may disconnect a Safety Device temporarily while it is being promptly maintained, repaired or replaced. Each Resident shall diligently and expeditiously maintain and repair in good working condition all Safety Devices located within the boundaries of the suite owned or occupied by such person unless the Corporation has undertaken to do so. (See Article G 05 below)
- Safety Devices G 02. Safety Devices shall include any in-suite smoke detector, fire alarm, carbon monoxide detector, heat detector, portable fire extinguishing equipment, voice communication or alarm equipment attached to the Corporation's voice communication life safety system, a front door entry communications system, window or door latches, high pressure washing machine hose, plumbing system, dryer vent, fan coil heating/air conditioning or ventilating equipment and any electrical equipment or device and any other system, facility or component designated as a Safety Device by the Board from time to time.
- Maintenance and Repair G 03. The Resident shall inspect, test, maintain, and when necessary or when required shall repair and replace all such Safety Devices at least annually and shall replace any batteries or malfunctioning parts at least annually with the appropriate fully-charged batteries, or at such earlier time as may be required to render any Safety Device fully operational at all times and safe from any potential health, safety or security hazard, loss, damage or harm which may be caused to any person or property, unless the Corporation has decided to do so.
- Indemnification G 04. The owner shall indemnify the Corporation and its representatives and save them harmless with respect to any claim, action, proceedings, damages, loss, injury, death, costs, fine or penalty claimed by any person, firm, corporation

or public authority, whether arising pursuant to the *Fire Code, Building Code, municipal Property Standards By-law, any other legislation, regulation, by-law, public edict or otherwise as a result of the Resident(s) failure to comply with any such requirement.*

- Inspection G 05. The Corporation shall have the right, but not the obligation, to undertake the inspection, maintenance, repair or replacement of any Safety Device or other component (whether with respect to an individual suite or on a building-wide basis) for which any one or more owners may be responsible or for which the Corporation may be held liable, located in any unit or upon a portion of the common elements which one or more owners have a duty to maintain or repair
- Access G 06. The Corporation’s authorized representative(s) shall be entitled to enter any suite upon reasonable prior notice to the resident in order to inspect , test, maintain, repair or replace any Safety Device or other component, and in the event the owner or resident has failed to maintain any Safety Device or component in the appropriate condition, the Corporation’s representatives shall be entitled to do so at or after the time of entry in order to preserve the health, safety or security of any person and to prevent any hazard, loss, damage or harm which may be caused to any person or property.
- Cost G 07. All costs of any inspection, maintenance, repair or replacement of a Safety Device which an owner fails to attend to after reasonable notice from the Corporation shall be borne by the suite owner as a common expense contribution, in accordance with s. 92 of the Act. If the Board in its sole discretion passes a resolution to undertake any such inspection, maintenance, repair or replacement on a building-wide basis as a duty of the Corporation to protect its residents and property, such cost shall become a common expense of the Corporation.
- Liability G 08. Owners of suites shall remain liable to carry out their obligations to maintain and/or repair their units in accordance with the provision set out in the Corporation’s declaration. Any maintenance or repair of a Safety Device undertaken by the Corporation shall not create a precedent or give rise to a claim by any owner or resident of waiver, acquiescence, laches, estoppel or detrimental reliance, or obligate the Corporation to do so thereafter or in any other case, nor shall the Corporation be held liable for any loss or damage occasioned by undertaking any such work, unless the Corporation or its representatives were grossly negligent in doing so.

H: FIRE SAFETY

- Fire Procedures H 01. All Residents shall comply with the Emergency Fire Procedures more particularly set out in Schedule “H” attached hereto as may be amended from time to time.

- Risk Prevention H 02. No Resident shall do or permit anything to be done, or bring or keep anything in any unit or on or around any of the common elements, which will in any way:
- a) increase the risk of fire;
 - b) increase the rate of fire insurance on any building or on the property kept therein or conflict with any insurance policy carried by the Corporation or by any Resident;
 - c) conflict with any law, regulation or by-law relating to fire prevention, fire safety, requirements of the municipal Fire Department, the Ontario *Fire Code* or rules or ordinances of the Board of Health;
- Lint Traps H 03. As a fire prevention measure, each owner and resident shall remove the lint and other debris accumulating in the front and rear lint traps in any laundry drying machine on a regular basis, including dismantling and cleaning of the laundry dryer and the rear laundry dryer duct at least once every two years, or shall contract a qualified service person to do so. Failing this, the Corporation shall be entitled to hire a qualified service person to do so at the cost of the owner, which cost shall be added to the common expenses applicable to the owner(s) unit and may be collected in accordance with the lien provisions set out in the Act. If the Board in its sole discretion passes a resolution to undertake such work on a building wide basis as the duty of the Corporation to protect its residents and properties, such cost shall become a common expense of the Corporation.
- Lockers H 04. Nothing shall be stored within 18 inches of the ceiling in any locker. Lockers shall be kept locked at all times, except when the Resident is accessing it.
- Disconnect Device H 05. Disconnecting ensuite fire alarm(s), smoke detectors, carbon monoxide detectors, fire prevention equipment, annunciation speakers, window latches, automatic door closers or any other safety devices designed by the Board from time to time, is strictly prohibited and subject to fines pursuant to the *Fire Code*.
- Fire Devices H 06. Residents are requested to carefully monitor any cooking or heating device when in use and should refrain from smoking when sleepy, to avoid chesterfield and bed fires (the most common cause of death by smoke and fire). Residents are encouraged to annually inspect and re-charge a general-purpose fire extinguisher (designated ABC) located in a handy location known to all Residents.
- BBQs H07 No one shall use charcoal, electrical, or wood burning barbeques anywhere on the property.

I: MAINTENANCE REPAIRS AND ALTERATIONS

- Maintain Unit I 01. Each owner shall maintain his or her suite and, subject to any provisions contained in the Act and the Corporation's declaration and by-laws, each owner shall repair his or her suite and all improvements and betterments made or acquired by an owner after damage, all at his or her own expense except to the extent the damage is covered by the Corporation's insurance.
- Damage I 02. Subject to any superseding provisions contained in the Act or the Corporation's declaration or by-laws, each owner shall be responsible for all damage to any and all other suites and to the common elements which are caused by the failure of the owner to maintain and repair his or her suite or which are caused by the negligence or wilful misconduct of its Resident, save and except any such damage to any suites and common elements to the extent the cost of required repairs may be recovered under any policy of insurance held by the Corporation.
- Corporation
Repairs Unit I 03. The Corporation shall undertake any maintenance and make any repairs that an owner is obligated to make pursuant to criteria set out in the Act or the Corporation's declaration and which maintenance or repairs he or she does not make within a reasonable time. In such event, an owner shall be deemed to have consented to having repairs done to his or her suite by the Corporation and the owner shall reimburse the Corporation in full for the costs of such repairs, including any and all legal or collection costs incurred by the Corporation in order to collect such costs, and all such sums of money shall bear interest at the rate set out in the Corporation's declaration or such other rate as the Board may, by resolution from time to time, approve. The Corporation may collect all such sums of money in such instalments as the Board may decide upon, which instalments shall be added to monthly contributions toward the common expenses of such owner, after receipt of a notice from the Corporation with respect thereto. All such payments are deemed to be additional contributions toward to the owner(s) common expenses and shall be recoverable as such.
- Partitioning I 04. No portion of any suite shall be partitioned or divided, nor shall any structural change be made to any of the structures of a suite nor shall any maintenance, repair, alteration, addition or improvement be made to any component of the common elements in any manner without the prior written consent of the Corporation and in compliance with all requirements of the Act, *Building Code*, *Fire Code* and all other legislation and municipal by-laws or standards, and the declaration, by-laws and rules of the Corporation, provided that owners shall be entitled to undertake non-structural renovations, maintenance and repair of their suites, and improvements and betterments of a decorative nature, without the Board(s) prior written consent.

- Alterations I 05. No Resident shall, without the prior written consent of the Board and subject to the provisions contained in the Corporation's Permission to Renovate Form Schedule "F" (as may be amended from time to time), make or permit any addition, alteration, improvement, refurbishment or structural change in or to his or her suite or upon any common elements which involves a connection, installation, alteration, addition or change to or penetration of any common element component, facility, equipment or utility (including the removal and installation of a toilet, bathtub, washbasin, sink, heating, air-conditioning, plumbing or electrical installation contained in or forming part of his or her suite); or alter the exterior design or colour or any item on the exterior of his or her suite; or install any item upon the common elements or make any change to the common elements or an installation upon the common elements; or maintain, decorate, alter, repair, replace or place any item or install any structure upon any part of the common elements. Any such alteration affecting the common elements or any component, facility, system, equipment or utility contained therein, shall require the unit owner to execute a form of Owner's Alteration Agreement subject to approval of the Board of the provisions contained therein, at the expense of the owner, subject to registration of the Owner's Alteration Agreement on title to the unit, in accordance with the provisions set out in S. 98 of the Act. Notwithstanding the foregoing requirements to obtain Board permission for such additions, alterations, improvements, refurbishments or structural changes, owner are entitled, without obtaining Board permission, to decorate and are required to maintain the owner's unit and to undertake maintenance of those parts of the common elements which the owner has the duty to maintain, or as permitted by any specific Rule, or subject to any Board-approved standardized Specifications with respect to any specific addition, alteration, improvement, refurbishment or structural change, without the prior consent in writing of the Board. In cases where the Board's prior written consent is required, the Board may attach any reasonable condition to its consent, or the Board may, in its discretion, withhold its consent. In addition, see Rule C 12, Balcony.
- Flooring I 06. Any addition, alterations, improvement, refurbishment or structural change involving flooring materials shall conform to the requirements of Rule B 15.
- Upgrades I 07. Board approval for alterations which are clearly an upgrading or improvement to the unit shall not be unreasonably withheld, provided that the working drawings are submitted to the Board for approval, any trade person(s) engaged to do such work is certified by the appropriate provincial authority or is otherwise qualified and subject to any reasonable conditions and specifications required by the Board.
- Balcony Floor Covering I 08. No one shall install or place any floor covering on a balcony except for a tile installation approved by the board or a loose seasonal carpet, which shall be removed at the end of the season.

J: RENOVATIONS

Permission to
Renovate

J 01. When planning in-suite renovations involving plumbing, electrical wiring, flooring, or re-positioning and/or cutting through walls, the Resident shall provide to the Property Manager the details and/or drawings of the proposed project, and shall obtain written approval of the Corporation, by completing SCHEDULE “F” – Request For Permission To Renovate prior to starting any work. Any required building permits shall be the responsibility of the Resident.

Contractors

J 02. No Contractor, or trades personnel, shall be admitted onto the property to perform any work in or about any unit or “exclusive use” common element (e.g. balcony/patio), unless:

a) The Contractor is employed directly by the Corporation; or

b) The Contractor is employed by a Resident, provided:

i) The Resident has visited the Management Office, and completed and signed SCHEDULE “F” - Request For Permission To Renovate in such form as the Board may determine from time to time; and provided:

ii) The Resident has received the Corporation’s written permission to renovate, and provided:

iii) The Property Manager has filed a copy of the approved SCHEDULE “F” at the Gate House, without which Contractors shall not be granted access to the property; and provided:

iv) The Resident has agreed (on SCHEDULE “F”) to indemnify the Corporation with respect to any expenses, damages, or costs incurred by the Corporation as a result of the work performed by the Resident or Contractor or service personnel, including any damage to the common elements or to common building services arising during or following completion of the renovation work. Any such expenses, damages and costs in excess of the Damage Deposit may be collected by the Corporation from the suite Owner in the same manner as Common Expense Assessments.

Consideration for
Others

J 03. Renovation-related activities must be conducted with due consideration of fellow residents and neighbours, as provided for in Rule A 03.

- Noisy Activities J 04. Noise-producing activities (e.g. hammering, operating power tools) are permitted within the suites and lockers subject to applicable laws and municipal by-laws, and only between the following hours:
Monday – Friday: 09:00 – 20:00 hours
Saturday 10:00 – 16:00 hours
Sunday & Holidays No noise permitted
- Noise Free Activities J 05. Noise-free renovation-related activities (e.g. painting, wall papering, plastering, etc.) are permitted within the suites and lockers between the following hours:
Monday – Saturday: 08:00 – 21:00 hours
Sunday & Holidays: 10:00 – 21:00 hours
- Service Elevator J 06. The Resident shall book the Service elevator and arrange with the Management Office for protective padding when planning to transport renovation tools, equipment and materials to and from the suite.
- a) The date and time for the use of the service elevator shall be booked with the Property Manager, with as much advance notice as possible.
- b) The service elevator shall be assigned on a first-come-first served basis.
- Deliveries/Removals J 07. Delivery or removal of renovation tools, equipment, materials, and/or refuse must be made through the building’s side entrance, and is permitted only between the following hours:
Monday – Saturday: 08:00 – 18:00 hours
Sunday & Holidays: Prohibited at any time
- Damage Deposit J 08. The Resident shall pay the damage deposit when booking the service elevator to defray the cost of repairing any damaged common elements caused by the renovation, in the amount determined from time to time by the Joint Operations Committee. The damage deposit will be returned after completion of the renovation project. The damage deposit may be used to defray any costs incurred by the Corporation for disposal of renovation or moving-related materials and refuse which has been left by a Resident or resident’s Agent in the Corporation’s bins or anywhere on the common elements.
- Inspections J 09. Prior to putting the elevator “On service” and taking it “Off service”, the Superintendent and the Resident or designated representative shall inspect the elevator and other relevant common elements, take note of any existing/resulting damage, and secure the Resident’s signature on SCHEDULE “F”.

- Use of Elevator J 10. On completion of the delivery/removal of renovation tools, materials, and/or refuse, the Resident shall notify the Property Manager (or the Gate House between 17:00 - 18:00 hours), so that the relevant common elements can be inspected for damage and the elevator taken "Off service".
- a) The elevator shall not remain "On service" for more than one hour at a time, except for household moves.
 - b) As soon as the renovation tools and materials have been brought into the suite, the Resident shall notify the Property Manager to inspect the relevant common element areas and to take the elevator "Off service".
 - c) The Resident or Contractor shall obtain and use wheeled (rubber or other protective) bins to transport renovation materials to the suite. Such materials shall remain inside the suite until they are removed from the building and property.
 - d) If the elevator is required to be put "On service" to remove renovation materials from the suite, the Resident shall make the necessary arrangements with the Property Manager.

- Refuse J 11. The Resident or Contractor shall remove all renovation materials and refuse from the building and property as soon as it leaves the suite (e.g. plaster, carpet remnants, containers, mattresses, appliances, etc.). Such removals are permitted only during the following hours:

Monday – Saturday 08:00 – 18:00 hours

- Rules/Contractor J 12. The Resident shall ensure that the contractor adheres strictly to the Corporation's rules regarding Renovations.

K: ELECTRICAL

- Overloading K 01. Residents shall not overload existing electrical circuits. The building electrical systems shall be used in accordance with all laws, regulations, codes and standards applicable from time to time.
- CSA Appliances K 02. Each electrical appliance or equipment used in any unit shall be approved by the Canadian Standards Association or an equivalent standards approval authority, shall comply with all applicable laws, regulations, codes and standards and shall be operated and maintained in a good and safe operating condition in accordance with the requirements of its manual and specifications. Three-pronged plugs and outlets shall be used where required. Electrical circuits shall not be overloaded with appliances totalling more than 1500 watts per circuit. Appliances or equipment should be turned off when not in use.

- Alterations K 03. No electrical alterations, additions or installations within any unit, or within any partition, shared wall, or any other portion of the common elements, shall be made without the prior written approval of the Board.
- Repairs K 04. Ensuite electrical repairs must be done by a qualified electrician and at the expense of the unit owner. Common element electrical repairs must be done by the Corporation's electrician.
- Conserve Energy K 05. Residents shall conserve energy when feasible in order to reduce common expenses. We expect residents to follow the rules of the Board regarding the conservancy of energy.

L: PLUMBING

- Proper Use L 01. Toilets, sinks, and other water apparatus shall not be used for purposes other than those for which they were intended. Without limiting the generality of the foregoing, no sweepings, garbage, refuse, debris, medication, paint, solvents, hazardous chemicals or products, hygiene products, excess toilet paper, cigar or cigarette butts, rubbish, rags or other substances or refuse materials shall be disposed of in toilets or any other drainage system or apparatus.
- Repair Costs L 02. Repair costs arising from any damage to toilets or other water apparatus systems as a result of misuse, or from unreasonable use, shall be borne by the Residents.
- Flooding L 03. Owners and tenants shall be jointly and severally liable for the cost of rectifying flooding, fire, smoke or any other damage originating in the unit up to the amount of the Corporation's insurance deductible, subject to the provisions of the Act and by-law of the Corporation. Residents shall prevent flooding arising from plumbing failures or water overflows from bathtubs, toilets, sinks, washing machines, dishwashers, hoses, pipes, taps, valves and other plumbing components within a unit.
- Alterations L 04. No plumbing alterations within any unit, or within any partitions, load-bearing or shared wall, or any other portion of the common elements, shall be made without the prior written approval of the Board and shall be approved and performed in accordance with the Act and all other applicable laws and standards.
- Hoses L 05. Residents shall use only high-pressure hoses to connect dishwashers and washing machines to the Corporation's plumbing system. All appliances connected to the Corporation's plumbing system must be equipped with 180 PSI pressure-rated hoses. Residents are responsible for inspecting hoses at least once annually and replacing any worn hose when necessary.

- Taps L 06. Residents shall be responsible for the repair and replacement of any dripping taps and taps with cross-over problems with proper procedures and with the appropriate washers and replacement components. When replacing washers or other tap components, the supply valve must first be turned off. Valves and water pipes shall only be replaced by a qualified plumber.
- Shut off Valves L 07. Residents shall familiarize themselves with the location and operation of all in-suite water shut-off valves (e.g. kitchen, bathrooms, laundry room, etc.) Water shut-off valves controlling automatic washing machines shall not be left open when the machines are not in use.

M: PARKING

- Fire Route M 01. Parking on any fire route at any time is forbidden by law.
- Prohibited Areas M 02. Parking is prohibited in the following areas: entrance ways, driveways, sidewalks, delivery and service parking areas, and any other parts of the common elements except those areas designated for parking by Residents, visitors or guests.
- Blocking M 03. No motor vehicle (“vehicle”) shall stand or be parked or stopped on any portion of the common elements so as to block access to any roadway, path, fire access route, door, any installation upon the common elements, and other vehicle or person or in such a manner as might hinder snow ploughing or cleaning of the roadways and sidewalks.
- Signs M 04. Each Resident, driver or owner of a vehicle shall fully comply with all posted signs, directions, speed limits and rules pertaining to driving or parking on the common elements.
- Speed M 05. No vehicle shall be driven on the surface road way at a speed in excess of 15 km/hr (10 mph), or such other speed limit as may be posted. No vehicle shall be driven in the underground garage in excess of 10 km/hr (6 mph), or such other speed limit as may be posted. Headlights shall be on at all times when driving in the garage.
- Driveway M 06. No vehicle shall be driven on the common elements except on a driveway.
- Stopping M 07. Vehicles without a driver, stopped or standing on a driveway are deemed to be parked and are subject to ticketing and towing. Stopping on a driveway is permitted for a period of not more than 5 minutes, provided the vehicle is attended by the driver and access by other vehicles is not thereby prevented, only to:
- i) drop off or pick up passengers;
 - ii) drop off parcels, shopping, food deliveries, etc.;
 - iii) use the intercom phone system.

- Handicapped M 08. The driver of a vehicle who drops off an elderly/handicapped/incapacitated person who requires assistance to a suite, may assist him or her, provided the vehicle does not block access by other vehicles, and the driver returns immediately to remove the vehicle from the driveway.
- Repairs M 09. No repairs shall be made to a vehicle either in a parking unit or on the common elements, other than such repairs as are necessary to permit towing of the vehicle to a service station or other location off the common elements. A vehicle which is unlicensed or incapable of moving under its own power shall not be parked on the common elements or any parking space.
- Garbage M 10. Residue from the cleaning of the interior of a vehicle, such as ashtray debris or garbage must be disposed of in appropriate garbage containers and shall not be discarded otherwise.
- Removal M 11. The Corporation may require the owner or driver of any vehicle, conveyance, structure or thing parked, placed, stored, located or kept on the common elements in breach of a Rule to remove it forthwith. In the event it is found on the common elements 1 hour or more after written notice thereof has been given to the owner or driver or after the Corporation has placed a written notice underneath the windshield wipers, the Corporation may arrange for the vehicle or thing to be ticketed, tagged and/or towed from the common elements.
- Garage Maintenance M 12. Vehicles shall be removed by the owner thereof, or by the owner or lessee of a designated parking unit, from any part of the underground parking garage or any other parking space during periods of maintenance, cleaning or repairs, upon at least 24 hours prior notice given by the Corporation.
- Towing M 13. Any vehicle or thing found to be in contravention of any of the Parking Rules may be ticketed, tagged and/or towed from its location, including any designated parking unit, by a parking control officer, municipal police officer, or any of the Corporation's Representatives or any other agent authorized by the Corporation, and such vehicle or thing may be moved to an alternate parking unit, other location upon the common elements or to an impound lot, whereupon the vehicle owner shall be responsible for all fines, costs and expenses pursuant to any municipal by-law, agreement, rule or regulation arising with respect to the costs of removal and storage of the vehicle, including, but not limited to, legal, towing and storage charges.
- Indemnity M 14. Neither the Corporation nor the Corporation's Representatives, police officer, tow truck operator, pound operator, agent or authorized person involved in ticketing, tagging, towing, storing and/or dealing with a vehicle or thing shall be liable for any loss or damage howsoever caused to the vehicle or thing and any property contained therein or for any cost, expense or damages suffered by the owner of the vehicle or thing or by any other

person arising as a result thereof, and each owner of a vehicle or thing who is in breach of any of the Parking Rules hereby releases and indemnifies such persons accordingly.

- Derelict M 15. No person shall place, park or permit to be placed, or parked upon the common elements or in a parking unit any vehicle which, in the opinion of the Board or Manager, may pose a safety or security risk, remains unattended for a prolonged period of time, has a deteriorated physical condition, poor state of repair or unsightly appearance or constitutes a potential risk of damage to the property. Upon 72 hours written notice from the Board, or forthwith in the event of a potential emergency, the owner of such vehicle shall either remove or attend to the vehicle as directed by the Manager, in default of which the vehicle may be removed from the property at the expense of the owner. If a vehicle is left standing in a parking unit or upon the common elements and is unregistered with the Corporation or unlicensed, the vehicle may be ticketed, tagged and/or towed away without notice and at the owner(s) expense.
- Use of Parking M 16. Each parking unit shall be used only for the purpose of parking a private passenger vehicle. A “private passenger vehicle”, in addition to any criteria in the declaration, is a vehicle that is restricted to a height of 74 inches and a length not exceeding 20 feet and includes
- i) a car, mini-van, or sport utility vehicle;
 - ii) a motorcycle; and
 - iii) pickup truck no larger than a half-ton pickup truck,
- and, irrespective of the vehicle’s height or length, specifically excludes a truck larger than a half-ton pickup truck and any tractor trailer, camper van, vehicle with living, sleeping and/or eating facilities, trailer, boat, snowmobile, recreational vehicle, mechanical toboggan, machinery, equipment or any vehicle used exclusively for commercial purposes. No car tops or any other items such as boxes, tires, bottles, etc. may be kept or stored in any parking unit, except for one bundle buggy, a wheel chair, or an electric scooter.
- Parking Unit M 17. No portion of a vehicle shall extend beyond the boundaries of its parking unit.
- Designated Parking Units M 18. No person(s) other than the owner(s) of the designated suite as set forth in the declaration, or a permitted licensee, may own, lease, park upon or use a parking unit, except as otherwise provided in these rules.

a) Any Resident may allow a Visitor or another Resident to use the parking unit or units owned or rented by him/her. Any such vehicle so parked must display an overnight underground parking permit obtained from the Security Gate House.

b) No motor vehicle or any Resident or Visitor shall be parked underground unless such vehicle has been registered at the Gate House or with the Property Manager in accordance with the procedures established by the Joint Operations Committee. Any change in the information so registered (i.e. purchase of a new vehicle) must be reported to the Property Manager.

c) Parking units allocated to a suite shall not be loaned, rented, leased or licensed to non-residents, except that:

i) Residents shall be permitted to use such parking unit or units for the motor vehicle of their Visitors (see item a above).

ii) Resident may give permission to Gate House security to arrange for the use of such Resident's parking unit(s) for the overnight Visitor(s) of other Residents.

In such circumstances, the other Resident(s) whose Visitor(s) use(s) the parking unit shall be responsible for the escape of gasoline oil or other harmful substance and any other damage caused to the property.

iii) Any such vehicle so parked must display an Overnight Underground Parking Permit obtained from the security Gate House.

d) Vehicle access into the garage requires an Electronic Vehicle Access Card (Transponder). If the vehicle is not equipped with a Transponder, the resident may make a special arrangement with the security Gate House upon arrival.

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M 19. No Resident is permitted to sell, lease or dispose of his or her interest in, or right or privilege of use of, a parking unit allocated in the Corporation's declaration to the applicable suite, except to the successor owner of the suite. Notwithstanding the foregoing, a parking unit may be leased to another resident subject to the requirements concerning term of lease set out in each Corporation's Declaration.

- Resident Overnight Parking M 20. Resident shall not park overnight in the surface parking lots. Residents' vehicles left in the surface parking lots overnight may be tagged and/or removed by the Corporation at the Resident's expense.
- Visitor Parking M 21. Visitors shall use the designated surface parking lots. Under no circumstances may anyone park elsewhere on the surface common elements.
- Commercial Vehicles M 22. Trucks, trailers or other commercial vehicles may not be parked overnight in the surface parking lots.
- Visitor Overnight Parking M 23. Residents shall obtain an Overnight Surface Parking Permit from the Gate House to authorize a Visitor to park in the surface parking lots overnight or longer, for a maximum of 21 days.
- a) Unless such a Permit has been obtained, and is prominently displayed on the vehicle dashboard, the Visitor's vehicle may be tagged and/or removed by the Corporation at the expense of the owner.
- b) An Overnight Surface Parking Permit may be issued for the maximum of 21 days period and may not be renewed for 30 days after expiry, except by special permission by the Board.
- c) Visitors parking overnight shall be subject to the regulations established by the Joint Operations Committee from time to time and notified to the Residents.
- Bicycles M 24. Bicycles are to be parked in the bicycle racks located in the garage or in the residents' parking unit, provided that the parking unit is against a wall and the bicycle is placed against the wall. It may be also stored on a rack at the rear of a vehicle provided that the length in combination does not exceed the length of the parking space. Bicycles found chained, stored or parked in contravention of this Rule M 24 will be forcibly removed and impounded at the bicycle owner's expense and neither the Corporation nor any of its staff shall be liable for any damages to the bicycle as a result.

N: INSURANCE

- Insurance N 01. Subject to such criteria and requirements as may be set out in the Corporation's declaration, and by-laws unit owners and tenants are strongly urged to obtain and maintain their own comprehensive all-risk condominium unit owner's insurance policy, which policy of insurance shall contain a waiver of subrogation against the Corporation, the Corporation's Representatives, other owners and any members of their household, except for vehicle impact, arson and fraud, providing full replacement cost insurance

coverage with respect to any of the following listed items. As none of the following are covered by the Corporations' coverage and as claims against the Corporations may be limited to reimbursement of deductibles, owners should obtain insurance with respect to:

- i) any additions, alterations, improvements or betterments made by the owner to his/her unit and to any of the Declarant's Original Installations or the common elements, including exclusive use common elements;
- ii) contents insurance pertaining to furnishings, fixtures, equipment, decorating, art work, clothing, jewellery, furs and other chattels of the owner contained within the unit;
- iii) the owner's personal property and chattels stored elsewhere on the property, such as in a locker or automobile;
- iv) loss of use and occupancy of his/her unit in the event of damage and the cost of additional living expenses incurred by an owner if forced to leave his/her dwelling unit as a result of a peril covered by the owner's policy;
- v) the cost of special assessments levied against an owner-s unit by the Corporation;
- vi) contingent insurance, in the event the Corporation's insurance is inadequate;
- vii) insurance coverage pertaining to any deductible amount for which the owner may become responsible, as referred to in the Corporation's declaration or by-laws;
- viii) public liability insurance, covering any liability of the owner or any resident, tenant, invitee or licensee of such owner's unit, to the extent not covered by the public liability and property damage insurance obtained and maintained by the Corporation;
- ix) other insurance coverage may be obtained as part of a comprehensive condominium owner(s) insurance package.

O: PETS

- Household Pets O 01. A "pet" is defined as a dog, a domestic cat, fish, caged bird and only such other particular animal as may be permitted in the sole discretion of the Board, subject to its prior written consent and such conditions as it may determine. No insect, spider, invertebrate, pest, game animal, farm animal,

wild or endangered animal and no other animal except a pet shall be permitted on the common elements or in any suite. No animal shall be kept illegally or contrary to any federal, provincial or municipal law, regulation, by-law or ordinance. No animal which is dangerous or which causes a nuisance, as determined in the sole discretion of the Board, shall be kept in any unit or upon the common elements.

- Number of Pets O 02. Each suite shall be permitted to keep no more than one dog or two cats. The maximum number of caged birds permitted is two. Fish tanks shall contain no more than 227 litres (50 gallons) of water. All dogs and cats must wear collars and current tags at all times with proper identification specifying the name and address of its owner.
- 25 lbs. O 03. No Resident may acquire or bring into any unit any pet weighing in excess of 11.4 kilograms (25 pounds), or standing higher than 18” at the shoulder, other than an existing pet residing in a unit prior to the date this rule comes into effect. Within 30 days of the Board’s written request at any time, the owner of a pet shall provide a certificate signed by a veterinarian certifying the exact weight and height of the pet.
- Registered O 04. Each Resident shall be responsible to register with the Manager each pet residing in the Resident’s unit in accordance with the required particulars referred to on the Resident’s Residents’ Information Form referred to in Rule A 01 hereof within 30 days after these Pet Rules come into effect.
- Care & Control O 05. Pets and their owners shall comply with all municipal by-law requirements relevant to such pet. Pet owners shall ensure their pets are properly vaccinated and subject to veterinarian examination annually. All cats and dogs shall be neutered or spayed as soon as medically advisable. Residents of suites shall keep their pets in a healthy condition and shall act as a responsible pet owner and shall properly care for their physical and emotional needs. Residents shall treat their pets humanely and shall provide proper food, water, exercise, housing and care. No person shall breach the Criminal Code provisions prohibiting cruelty or neglect of animals.
- Training O 06. Residents shall properly train their animals to avoid behavioural problems, in accordance with applicable recommendations from the Humane Society or a qualified pet trainer. Owners are obligated to properly train their pet to avoid loud or excessive barking, howling or improper noises. The owner of a suite where a pet resides shall ensure that all tenants and Residents of the suite are aware of their responsibilities with respect to their pet.
- Noise & Nuisance O 07. A Resident whose pet exhibits a behavioural defect which causes a nuisance to one or more other Residents shall take special measures to train the pet to refrain from doing so, or where applicable, shall arrange for a veterinarian to de-bark their pet in the event training fails to rectify a barking problem. The Board, in its absolute discretion, shall determine whether an ongoing

behavioural defect constitutes a nuisance, in which case the Board shall have the sole discretion to decide and notify the Resident whether or not to require removal of such a pet or to establish a rectification period within which such pet or such Resident must comply with a specified Pet Rule. The Board may impose any requirements or conditions, whether with respect to training or otherwise. If a nuisance is found to exist, the rights of the Resident of another unit to quiet enjoyment of his or her unit will supersede any rights of the Residents of a unit who have failed to control a pet having behavioural problems deemed by the Board to constitute a nuisance.

Common Elements

- Control O 08. In order to minimize contact with other Residents, pets are not allowed on any common elements within the building, or anywhere on the grounds. In order to move pets from the suite/unit to off the property and vice versa, the Resident must carry the pet or must ensure it is in some form of container (a pet carrier, etc.). If pets are taken off property to exercise and relieve themselves, the resident is responsible to comply with any local stoop, scoop and clean Municipal By-Laws.
- Exercise O 09. Pets shall not be exercised and shall not relieve themselves in the lobbies, corridors, stairways, footpaths, sidewalks, pavements, balconies, patios, terraces, gardens, landscaped areas or any of the common elements.
- Scoop O 10. Owners shall promptly sanitize any carpets, under padding and flooring or other areas which their pet has soiled in a suite/unit, including the balcony in order to prevent any annoying odours from occurring. Cat litter with the exception of small quantities of organic dumping and flushable litter, shall not be flushed down the toilet. Soiled litter must be well wrapped and properly disposed of in the Green Bin.
- Damage O 11. Residents shall be liable for any damage to the common elements, units, property, contents or persons caused by their pet or any animal being kept in the Resident(s) suite, and shall indemnify the Corporation for any cost, loss, damage, injury or death arising as a result thereof and the cost of cleaning, maintenance, repairs or replacement arising with respect thereto.
- Evacuation O 12. In event of an emergency evacuation of the building, it is the pet owner(s) responsibility to carry and look after his/her pet and control its actions. The person having custody of a pet shall prevent impediments or distress to other Residents when evacuating the building in stairwells or otherwise.
- Service Dog O 13. Visually-impaired, hearing-impaired or handicapped Residents, who require the assistance of a trained service dog, may be accompanied by a well-behaved service dog on a leash in the common areas. The height and weight restrictions set out in O 03 above will not apply to a service animal. Schedule "I" is to be completed by all residents who have a service dog.

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| Visitors | O 14. Visitors and guests are not permitted to bring pets onto the common elements or into the units of the Corporation, with the exception of a Visitor with a trained service dog. |
| Breeding | O 15. No breeding of any species of animal shall be carried on in any unit or upon the common elements. |
| Removal | O 16. When the Board has made a determination that a pet must be removed from the common elements and the unit in which it resides, the Board shall give written notice to the applicable owner of the pet requiring removal of the pet. The owner of the pet shall permanently remove it from the unit and the common elements and the pet owner shall find an alternate good home for the pet within 30 days after the Board has given written notice requiring removal of the pet. An animal deemed by the Board to be dangerous or a health risk to others shall be removed from the common elements forthwith and shall be removed from the unit in which the pet resides within 24 hours thereafter, or at such later date as the Board may specifically permit in writing, subject to such safety conditions as may be imposed by the Board. |

P: ENFORCEMENT

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| Enforcement | P 01. The Board, acting reasonably will enforce the provisions of the Act, the declaration, by-laws and rules of the Corporation. |
| Indemnification | P 02. Residents shall indemnify, save harmless and release the Corporation, the Corporation's Representatives and other Residents of and from any "Claim", including, without restriction, any loss, liability, penalty, fine, suit, action, cause of action, proceedings, injury, incident, illness, death, demand, damage, damages, expenses, legal costs on a full indemnity basis, and any such or any other claim of any nature or kind arising from or pertaining to breach by the Resident or those for whom the Resident is responsible of any provision contained in the Corporation's declaration, by-laws or rules, the Act or any other law, regulation, by-law, ordinance, or any other legal or regulatory obligation. The amount of any such Claim shall be borne and/or paid for in full by the owner and/or tenant thereof jointly and severally and may be recovered by the Corporation from either or both of them. By forewarning Residents of these remedies, it is hoped that a congenial life style can be assured in our home environment and that Residents can avoid incurring enforcement expenses. |
| Mediation & Arbitration | P 03. In the event a Resident fails or refuses to comply with any provision contained in the Act or contained in the Corporation's declaration, by-laws or rules within the time referred to in a compliance demand letter forwarded by the Corporation or its solicitor to such Resident, the Corporation shall be |

entitled to enforce compliance with any such provision by the Owner and/or tenant of the unit in breach of any such provision pursuant to s. 134 of the Act (Court Ordered Compliance), s. 132 of the Act (Mediation/Arbitration), s. 135 of the Act (Oppression Remedy) or pursuant to any other legal remedy available to the Corporation, subject to compliance with any mediation and arbitration provisions set out in a by-law of the Corporation or as agreed by the parties. In the event of non-compliance with a provision contained in the Act or in the Corporation's declaration, by-laws or rules, the Owner and/or tenant shall jointly and severally, fully reimburse the Corporation for all losses, damages, expenses, legal costs on a full indemnity basis and any other Claim incurred by the Corporation, subject to registration of a lien against the Owner(s) unit when permitted by the Act, the Court or the Arbitrator in the event the Owner and/or tenant fail to reimburse the Corporation for any such amounts within 30 days after written demand for payment.

- Suspension Rights P 04.
- a) In the event it is alleged that a person enjoying the Corporation's common elements, assets and Recreational Facilities (including any Shared Facilities):
- i) breaches the Act, declaration, by-laws or Rules of the Corporation;
 - ii) submits inaccurate or fraudulent information to the Corporation in any application, information form or at the time of entry to the Recreational Facilities;
 - iii) causes potential or actual harm, injury or damage to any person or property, or creates a health or safety risk or a significant nuisance;
 - iv) engages in any conduct that constitutes criminal activity; or
 - v) causes an undue nuisance, disturbance or interference with the rights of others;

the Board may, in its sole discretion, after a fair hearing, consideration of any applicable evidence or presentation by any party and after due deliberation, find an Resident or one or more guests thereof to be in breach or default of any of the foregoing restrictions, whereupon the Board may suspend for a specific period of time or restrict such person's rights of access to or use of the Recreational Facilities or any other non-essential common elements, assets or non-essential facilities of the Corporation as may be specified by the board, as the Board deems appropriate in the circumstances. If the person is not a resident occupying a unit of the Corporation, that person may be suspended indefinitely. In the first instance and until determination of the outcome of the Board's deliberations, the property manager has the authority to temporarily suspend such person's rights of access to and use of the Recreational Facilities if such remedy is determined by the property manager

to be appropriate in the circumstances due to the severity or repetition of the person's breaches or defaults, subject to the Board's authority to amend, vary, or reverse the property manager's decision. Any person accused of breach or default of any of the foregoing restrictions has the right to appeal to the Board, present the person's evidence and argument and to receive a fair hearing before the Board, pursuant to the person's written request for a hearing, which shall take place within 45 days thereafter and shall be conducted in accordance with the principles of natural justice prior to the board making its decision.

b) Further provisions and restrictions applicable to the use and enjoyment of the common elements, assets, Recreational Facilities and Shared Facilities of the Corporation may be contained in the Corporation's existing Rules or any Rules proposed hereafter from time to time, as determined by the board.

Q: REPEAL AND ENACTMENT

Repeal &
Enactment

Q 01. The Board hereby repeals all other rules of the Corporation in force prior hereto and substitutes each of the superseding Rules set out herein, effective as of the date these Rules of the Corporation come into full force and effect.

Effective

Q 02. The Board has passed and enacted these Rules of the Corporation at a meeting of the Board duly called and held on the 26th day of June, 2014 in accordance with the requirements of s. 58 of the Act. A copy of these Rules and a Notice of these Rules was forwarded to each of the owners on the 25th day of August, 2014. These Rules come into effect and are enforceable in accordance with their terms on the 24th day of September, 2014 provided that in the event more than 15% of the owners of the Corporation who are entitled to vote requisition a meeting of owners in accordance with s. 46 of the Act, in order to approve, reject or amend any of these Rules, the Rules shall take effect and become enforceable only when approved or amended at the requisition meeting.

SIGNED on behalf of the Board of Directors of York Condominium Corporation No. 531 on this 22nd day of October, 2014.



President - Ted Cieciora



Secretary - Shirley Leslie

SIGNED on behalf of the Board of Directors of Metropolitan Toronto Condominium Corporation No. 570 on this 22nd day of October, 2014.



President - Tony Lecce



Secretary - John Fedak



RECREATIONAL FACILITIES RULES
York Condominium Corporation No. 531
and
Metropolitan Toronto Condominium Corporation No. 570

I - GENERAL RECREATIONAL RULES

- Hours 01. The Recreational Facilities are generally open for use during the hours of 5:00 a.m. to 12:00 p.m. There are exceptions for several facilities and these are indicated in the sections dealing with them.
- Reservations 02. Reservations may be required for the use of several facilities (Tennis, Squash, Racquetball, etc.). Reservations may be made as follows:
- Monday – Friday 09:00 – 17:00 hours
 Property Manager 416-241-8575
- Monday – Friday 17:00 – 09:00 hours
 Gatehouse 416-241-2130
- Weekends & Holidays 00:00 – 24:00 hours
 Gatehouse 416-241-2130
- For reservations of the Party Room see the Party Room Section II of these rules.
- Risk 03. Users of the Recreational Facilities are advised that the Recreational Facilities are at all times unsupervised and may be used only at the user's risk. Safety precautions must be taken at all times to prevent injury or damage. We recommend that you check with your physician if there is any question about your health before participating in strenuous exercise activities.
- No Smoking 04. Smoking is not permitted anywhere in the Recreation Centre, or in any other indoor common element, at any time.
- Liability 05. Any Resident using the Recreational Facilities is fully liable for any damages, loss, expense or injury that he or she or any of their guests cause. Residents shall ensure that their visitors/guests comply with all Rules and Regulations.

- Guests 06. Residents from any one suite shall have no more than six (6) Guests (**Non-Residents**) using any Recreation Facility at any one time. There are exceptions for the Barbecue Area (Section VIII), Party Room (Section II), Indoor Pool & Whirlpool (Section III) (Outdoor Pool (Section IV) and Exercise Room (Section IX).
- Identity 07. Residents shall carry their Resident Photo-Identification Electronic Access Card at all times and show it to a Security Officer upon request when using any Recreation Facility, and the card may be used only by the Resident whose photograph appears on the access card. Any representative of the Joint Operations Committee, the Manager, a security guard or staff may request proof of identity or proof of age from any person using the Recreational Facilities.
- Misconduct 08. To ensure everyone's safety and enjoyment, running, excessive noise, nuisance, disturbance, fighting, yelling, immoral behaviour and general misconduct are not permitted.
- Pets 09. Household pets of any kind, other than a trained service dog, are strictly prohibited in any of the outdoor or indoor Recreational Facilities.
- Beverages 10. No food, alcohol and/or other beverages (other than water in a plastic container) are permitted in any of the indoor Recreational Facilities, save and except the party room and when the Recreation Centre is used for a special condominium function.
- Specified Events and Exclusive Use 11. The Joint Operations Committee reserves the right to permit exclusive use of any of the Recreational Facilities for in-house group classes or for specified events of the Corporation in which the particular Recreational Facility will not be available for individual use during such period of time.
- Closure 12. Where all or part of the Recreation Centre, swimming pools, tennis courts or barbecue area is **CLOSED** for general use in order to accommodate special condominium functions, no one shall use all or that part of the Recreation Centre, swimming pools, tennis courts or barbecue area which is closed.
- Access Cards 13. Under no circumstances shall a Resident provide a Photo-Identification Electronic Access Card to a non-resident to allow unaccompanied access to any Recreational Facility.
- Sponsored Visitors 14. Holders of a Sponsored Visitor access card are **NOT** entitled to use any Recreation Facilities unless accompanied, at all times, by an adult Resident.

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| Signs | 15. Residents and their guests shall comply with all requirements of any posted sign within the Recreational Facilities. |
| Use | 16. Only a Resident and his or her permitted guests supervised by an adult Resident may enter or use any of the Recreational Facilities. A Resident sixteen (16) years of age or older is considered an adult for the purposes of these Rules, unless otherwise specified. |
| Nuisance | 17. No person shall cause excessive noise or any nuisance or disturbance as determined by the Manager or a security guard or a Member of the Joint Operations Committee. No live or broadcast music shall be allowed on the common elements without authorization of the Joint Operations Committee. |
| Supervision | 18. In the interests of the safety, security and welfare of children and residents, children under the age of twelve (12) must be accompanied by, and under the supervision and responsibility of an adult. |
| Attire | 19. Appropriate attire (e.g. robe and slippers or other footwear) must be worn when moving between the Resident's suite and the Recreation Facilities and the pool areas. Residents and their guests may use the locker rooms to change into sportswear appropriate for the Recreational Facility to be used. |
| Suspension | 20. Any member of the Joint Operations Committee, the Manager or a security guard of the Corporation who determines in his or her sole discretion that any person has breached any of these Rules or Regulations may require such person to forthwith cease doing so, or may require such person to leave the Recreational Facilities forthwith and not to return for 24 hours. Any person who breaches any Rule or Regulation of the Corporation within 1 year after having been given written notice of breach of any of these Rules may, in the sole discretion of the Joint Operations Committee be excluded from the Recreational Facilities for a period of not more than three (3) months on the first such occasion and for a period of not more than six (6) months on each occasion thereafter. |
| Availability | 21. A representative of the Joint Operations Committee, the Property Manager, or a security guard shall have the right to disallow, displace or remove participants of any group activity if the activity has not been properly organized or where no Resident has assumed proper responsibility. The Property Manager, a Security Guard, or a representative of the Joint Operations Committee has the right to determine the availability of facilities having regard to conflicting |

requests or if the activity is not consistent with the *Condominium Act*, the Declaration, By-laws, Rules and Regulations or Recreational Facilities Rules.

- Indemnity 22. The Corporation, its officers, directors, residents, Committee members, the Manager, security guard and any staff or agents of the Corporation shall not be liable for any loss, damage, injury or expense and are indemnified and saved harmless by each Resident from any claim, action, cause of action, proceedings, claim, loss, damage, injury, expense, costs or demand of any nature or kind sustained by, caused by or arising with respect to any Resident(s) or guest(s) use of the Recreational Facilities or any equipment or items contained therein, accident, illegal activity or breach of any Recreational Facilities Rule or Rules and Regulations of the Corporation.
- Official Notices 23. Notices related to recreational or social ISLINGTON 2000 events, which are organized by Recognized Resident Groups, are posted on special notice boards in each building and in the Recreation Centre.
- Other Notices 24. No other notices, billboards, signs or advertising matter of any kind shall be inscribed, painted, or affixed or placed on any part of the inside or outside of the building or recreation facilities whatsoever, without the prior written consent of the Joint Operations Committee.
- Exceptions: a) The Neighbour to Neighbour notice boards may be used by Residents to post non-commercial, non-political notices, or to advertise the Resident's private sales items (e.g. parking units or lockers for rent, table for sale, etc.) and b) a separate notice board is in place in the Recreation Centre for excursions arranged by the Oasis Group.
- Cell Phones 25. The ringers on cellular phones shall be set at the lowest volume if such devices must be used in any recreation facility.

II – PARTY ROOM

- Party Room Agreement 01. Any Resident of a suite being at least eighteen (18) years of age and duly registered as such on the records of the Management Office (hereinafter called the "Licensee") who wishes to use the party room shall complete and sign the Party Room Reservation Agreement attached hereto to as Schedule "G". The Party Room may not be rented by non-residents, including non-resident owners.

- Reservation 02. The Licensee shall submit the Party Room Reservation Agreement to the Manager together with the Party Room reservation fee referred to in paragraph 03, in order to receive the approval of the Manager at least seventy-two (72) hours in advance of use of the party room, or within such period of time as may be determined in the sole discretion of the Manager.
- Fee 03. The Licensee shall pay a non-refundable rental fee for the use of the party room and its facilities, together with a refundable security deposit, in accordance with provisions set out in the Party Room Reservation Agreement.
- Guest List 04. The Licensee shall provide to the Security Gate House, at least twenty-four (24) hours prior to the start of the function, a complete guest list naming the guests permitted to attend the Party Room function. Guests not shown on the guest list may be refused access to the building or the party room.

The Licensee shall be responsible for admitting caterers or other suppliers delivering items prior to a private event.

The Licensee host or representative may admit the Visitors invited to a private Party Room event into the building through the north entrance of the Recreation Centre. An intercom is located just outside the entrance door for use by Visitors to communicate with their host in the Party Room. The north entrance door of the Recreation Centre shall be kept closed, and shall be opened only by the Resident host or representative to admit such Visitors.

- Inspection 05. Prior to commencement of the party room function, the Licensee shall attend with a Representative of the Joint Operations Committee at the party room, and shall complete an initial inspection in accordance with the form of Inspection Report attached to Schedule "G". Upon termination of the party room function or at an appointed time within twenty-four (24) hours thereafter, the Licensee shall attend with a representative of Joint Operations Committee at the designated party room premises to complete a final inspection of those premises and shall complete the said Inspection Report. It is the responsibility of the Licensee to arrange for, and attend at, both the initial inspection and the final inspection. In the event the Licensee fails to do either or both, the designated representative of the Joint Operations Committee shall therefore complete either, or both, the initial Inspection Report and the final Inspection Report and such representative's noted comments shall be deemed to be accurate and binding upon the Licensee.

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| Supervision | 06. | The Licensee shall carefully monitor and supervise the behaviour of the Licensee's guests and shall ensure that each of the guests attending the party room function shall comply with all the provisions set out in these Party Room Rules, and the requirements of any security officer during their attendance at the party room function and while on the common elements. |
| Obey Laws | 07. | The Licensee and guests shall comply with the provisions of the Act, the declaration, by-laws and rules, all federal, provincial and municipal laws, regulations, by-laws and ordinances and all authorities having jurisdiction with respect to any aspect of the party room function, the party room premises, the common elements of the Corporation or any of the activities conducted thereon. |
| Terminate
Function | 08. | If in the opinion of the Manager, a security guard or a Director Member of the Joint Operations Committee, the Licensee cannot or will not control the behaviour of his/her guests, or if any aspect of the party room function is being conducted in breach of the declaration, by-laws, or rules, such Manager, a security guard or a member of Joint Operations Committee shall have full authority to terminate the function immediately and ask all persons to leave the premises, failing which the police may be called upon to enforce these provisions whereupon further use of the party room by the Licensee may be prohibited. |
| Sound Equipment | 09. | No live entertainment, disc Jockey , live band, musical instruments, commercial sound equipment, microphone or P.A. system shall be permitted to be used in the party room except pursuant to written consent of Joint Operations Committee. Music shall cease at 1:00 a.m. The party room shall be cleared of people and power and lighting shall be shut off no later than 2:00 a.m. |
| Noise Nuisance | 10. | The Licensee shall not permit any noisy or rowdy behaviour, any nuisance or illegal act in or adjacent to the party room or upon the common elements, nor any behaviour which may disturb the quiet enjoyment of other Residents. Music shall be kept to a reasonable volume and bass level. All doors to the party room shall be kept closed while the party room function is in progress and such other measures shall be taken as required by any security guard to minimize noise or nuisance disturbances. |
| No Loitering | 11. | A reservation for the Party Room does not include the use of any other Recreation Facility or common element areas, except for the two washrooms located near the Management Office. No person participating in the party room function shall loiter in the hallways, recreational centre, parking areas, garages, walkways, landscaped areas or any other portions of the common elements. The Party Room function shall be confined to the Party Room. |

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| Alcohol | 12. | The Licensee shall be responsible to ensure strict compliance with all laws and requirements pertaining to the serving and consumption of alcohol of any kind. The Licensee shall ascertain the need for, obtain and if necessary, post any permits, licenses or consents as may be required. The Licensee shall ensure that no illegal drugs are consumed by any person on the premises and that no alcohol is served to any minor person. The Licensee shall ensure that to the extent that is possible, any person who has consumed alcohol or substance on the premises in a manner which might impair such person's abilities which might cause such person to breach any law, shall refrain from driving a vehicle away from the property of the Corporation. The Licensee shall make any arrangements necessary for the care of any ill, injured or intoxicated person. Any illegal possession of drugs or alcohol or apparently excessive consumption of alcohol may result in immediate cancellation of the party room function without any refund of the security deposit. No alcoholic beverages shall be served after 1:00 a.m. All empty glasses, bottles and dishes shall be returned to the bar or other designated area. No liquor, drinks or food shall be transported or consumed outside of the party room during the party room function. |
| Inappropriate Use | 13. | The licensee shall provide details of the planned use of the party room when submitting the Party Room Reservation Agreement as required by Rule II-02. The party room shall not be used for a commercial event, nor for any immoral or offensive use or any other use, as determined by the Joint Operations Committee to be inappropriate. |
| Capacity | 14. | The Licensee shall ensure that the number of persons using the party room does not exceed the capacity in respect of such designated party room and a Licensee agrees to comply with all <i>Ontario Fire Code</i> regulations and safety procedures including, but not limited to, maximum occupancy allowances. |
| Alter Facilities | 15. | The Licensee shall notify the on-site Manager or Administrator if there is a need to bring additional furniture/equipment/facilities into the party room or to move or remove the existing furniture. |
| No Liability | 16. | Joint Operations Committee shall not be liable for any items lost, damaged, destroyed or stolen from a party room, common elements or any other area, or for any delay pertaining to the party room or party room function, or for any injury, illness, accident or death pertaining to any guests attending the party room function. |

- Cleaning 17. The Licensee shall clean and restore these facilities to their original order, no later than **by 10:00 a.m.** on the day following the Resident's private event, and the Resident shall report to the Property Manager any breakage of Party Room furnishings, dishes, glassware, etc.
- Indemnification 18. The Licensee shall indemnify, save harmless and release the Joint Operations Committee, the Joint Operations Committees Representatives and Residents of, from and with respect to any liability, illness, injury, death, demand, damages, expenses, penalty, fine, or breach of any law, regulation, by-law, ordinance, the Party Room Reservation Agreement or any other legal regulatory obligation, suit, action, cause of action, proceeding, contract, legal costs on a full indemnity basis, or claim of any nature or kind affecting a person or property of any kind whatsoever arising from or pertaining to the use by the Licensee or any guest of the Licensee of the party room, the common elements, furniture, equipment, facilities, vehicles, personal property, food, alcohol, drugs, or any other matter, things or event whatsoever involving Joint Operations Committee related to the party room function, which indemnification and release shall survive any termination of use of the party room.
- Security Deposit 19. The security deposit may be retained by the Joint Operations Committee in whole or in part as a result of any loss or expense suffered or incurred by the Joint Operations Committee or the Joint Operations Committee's Representatives to clean, maintain, repair, replace or rectify the party room, common elements or contents or to recompense the Joint Operations Committee for any damage, defects, loss, breach of the Party Room Rules, breach of the Party Room Reservation Agreement, indemnification or expense incurred by the Corporation with respect to the party room, the common elements, furniture, equipment, facilities, units or personal property or vehicle of any Residents if such damage, defect, loss, breach, indemnification or expense was caused by the Licensee or those for whom the Licensee is responsible or occurred during the period between the initial inspection and final inspection. In the event no such damage, defect, loss, breach, indemnification or expense has been incurred, the security deposit shall be refunded to the Licensee within five (5) business days after completion of the final inspection. In the event the security deposit is insufficient to rectify any such damage, defect, loss, breach, indemnification or expense, the Licensee shall pay the amount of the shortfall promptly after receipt of the Joint Operations Committee's invoice with respect thereto, and such amounts may be collected in the same manner as common expenses if not paid.

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| Rectification | 20. | The Licensee acknowledges that the Joint Operations Committee shall be entitled to clean, maintain, repair, replace, rectify, or be recompensed for any such damage, defect, loss, breach, indemnification expense to restore the premises to a first-class quality standard in a good and workmanlike manner using top quality labour and materials and matching existing finishes where applicable. The Joint Operations Committee shall be entitled to charge standard hourly rates for the cost of labour for each of the Joint Operations Committee(s) Representatives together with the cost of materials, or alternatively, the cost of labour, services and materials as provided by independent contractors together with the administration charge of 15% thereon. |
| Exclusive Use | 21. | The Joint Operations Committee may, from time to time, at its sole discretion, grant exclusive rights to the use of the whole or part of the Party Room, on a specified or recurring date and time, to a recognized, organized, resident group, provided that the activity of the group is open to any and all residents who wish to participate. During such specified times the whole or designated part of the Party Room shall not be available to residents for any other use. The use of the Party Room by such recognized resident groups is subject to the room being available at all times for an official condominium function or rental by a resident for a private function. The Joint Operations Committee reserves the right to revoke the exclusive use rights granted to a recognized resident group for some other purpose as may be determined by the Committee at its sole discretion. |
| Non-exclusive Use | 22. | Residents may use the Party Room, excluding the Kitchen, without a reservation, on a non-exclusive basis unless the Party Room is booked for another function, provided that the Resident of any one suite has no more than six (6) Visitors present, providing that this use does not disturb the enjoyment of the room by others. |
| Television | 23. | When the Party Room is in use on a non-exclusive basis the decision as to what programs may be viewed on the TV shall be decided on a first come first serve basis. In the event that normal television programming is being watched by a Resident, then the Resident who arrived first shall have the use of such TV for a period of one (1) hour, or until the program is over. |

III – INDOOR SWIMMING POOL, SAUNA AND WHIRLPOOL

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| Hours | 01. | These facilities shall be open for use daily between the hours of 5:00 a.m. and 12:00 midnight. |
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Group Classes	02.	The Joint Operations Committee may require part or all of the pool to be reserved for designated group classes at specified hours.
Age	03.	This pool is unsupervised. Bathers under the age of twelve (12) years are not allowed within the pool enclosure unless accompanied by an adult. The total number of bathers on the deck and in the pool shall not exceed ten (10). For the purpose of this rule the deck is defined as the area between the pool and the delineation line .
Skill	04.	No person other than a skilled swimmer may swim alone. An unskilled swimmer must be supervised at all times.
Access	05.	Access to and exit from the pool, whirlpool and sauna areas shall be via the change rooms or by the door leading directly to the outdoor pool.
Lotions	06.	Sun tan oils, lotions, creams, grease or other such preparations must be showered off thoroughly before entry or re-entry into the swimming pool, sauna or whirlpool.
Shower	07.	Each bather shall take a shower using warm water and soap and thoroughly rinse off all soap before entering or re-entering the pool area.
Regulations	08.	Each person entering the pool or pool enclosures must comply with the Ontario Health Regulations and all other cautionary signs posted in these facilities.
Attire	09.	Proper swimming attire must be worn in the pool. Cut-off shorts are not considered proper attire. Street shoes may not be worn in the pool area.
Disease	10.	Residents with sores, open wounds, infections/communicable diseases or any known unhealthy condition of the body potentially detrimental to others shall not use the swimming pool, sauna or whirlpool.
Objects	11.	No person shall bring skin diving or scuba gear, inflatable item, toy, ball, floating object, flippers or other device into the pool, whirlpool or sauna enclosures. (Approved therapeutic flotation equipment may be used upon prior approval from the Joint Operations Committee).

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| Swimming Aids | 12. | Flotation devices, exercise equipment, and the Corporation's flutter boards may be used only during scheduled group classes; such classes shall not be held on Saturdays, Sundays. Bathers may wear personal swimming aids in the pools. |
| Beverages | 13. | No one shall use glass containers, or consume food or any beverage except water within the pool enclosures. [<i>Ontario Health Protection and Promotion Act, R.R.O. 1990, PUBLIC POOLS, SECTION 10(5)</i>] |
| Non-pollution | 14. | No person shall pollute the water in the swimming pool or whirlpool in any manner; spitting, spouting of water and blowing the nose in the pool are prohibited. Anyone who causes either pool to be polluted shall reimburse the Joint Operations Facility for all associated cleaning costs and expenses. |
| Conduct | 15. | No person shall engage in boisterous play, fighting, reckless behaviour or unseemly conduct in or about the swimming pool, whirlpool or sauna. Diving or jumping into the whirlpool is prohibited. |
| Emergency | 16. | The emergency telephone is located to the right of the whirlpool and emergency rescue equipment is located on the wall near the pool; they shall be used for emergency purposes only and shall not otherwise be tampered with. |
| Chairs | 17. | All lounge chairs normally kept in the pool area are for indoor use only and must not be taken out of the pool enclosure. |
| Radios | 18. | Portable radios or tape players or similar devices are permitted on the pool deck only when earphones are used. Common element outlets should not be utilized for re-charging of the personal electronic devices. |
| Wet Swim Suits | 19. | Wet bathing suits are not allowed in the hallways, elevators or corridors of the buildings and Recreation Centre. Suitable footwear should be worn at all times outside the pool, sauna, whirlpool, shower and locker areas. |
| Guests | 20. | A maximum of four (4) guests per suite are permitted at any one time providing they are accompanied by an adult Resident. |
| Infants | 21. | A child under the age of two (2), or any other child lacking toilet training, shall not be permitted use of the swimming pool unless the child is wearing disposable swimming pants designed to minimize the chances of defecating or urinating in the pool. In the event that the child pollutes the pool their parent or guardian shall reimburse the Joint Operations Facility for all associated cleaning costs or expenses. |

Sauna and Whirlpool

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| Caution | 22. | The sauna and whirlpool should be used with caution. Consult your physician regarding your health risk. Heat can place undue stress on the heart. A duration of no more than ten (10) minutes at a time is recommended. |
| Age | 23. | Children under the age of twelve (12) years are not permitted in the whirlpool or sauna unless accompanied by a Resident adult who is held responsible and accountable. |
| Water Jets | 24. | CAUTION: Prolonged exposure to direct force of whirlpool water jets can cause injury. |
| Dry Sauna | 25. | Due to the nature of the DRY sauna, NO WATER should be splashed on the rocks because this will damage the heating element. |
| Objects | 26. | Buckets, containers, glass, and combustible materials are not allowed in the sauna. |
| Sauna Doors | 27. | The sauna doors shall not be left open. |
| Tamper | 28. | No one shall tamper with the sauna or whirlpool controls. The timer in the sauna or the whirlpool must not be turned off prior to the time being elapsed. |

IV – OUTDOOR POOL

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| Availability | 01. | The outdoor pool facilities are available for use only during the months or parts thereof as determined by the Joint Operations Committee and notified to the Residents. |
| Hours | 02. | The outdoor pool is open from 05:00 to 23:00 hours, but is closed between 08:00 and 9:00 each morning for servicing. |
| Group Classes | 03. | The Joint Operations Committee may require part or all of the pool to be reserved for designated group classes at specified hours. |
| No Smoking | 04. | No one shall smoke on the outdoor pool deck at any time. |
| Capacity | 05. | The total number of bathers on the deck and in the pool shall not exceed ten (10) when no lifeguard is on duty and thirty (30) when one (1) lifeguard is on duty. This increases to sixty-five (65) when two (2) lifeguards are on duty. |

When no lifeguard is on duty bathers under the age of twelve (12) years are not allowed on the deck or in the pool unless accompanied by an adult. For the purpose of this rule the deck is defined as the area between the pool and the **delineation line**.

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| Skill | 06. | No person other than a skilled swimmer may swim alone. An unskilled swimmer must be supervised at all times. |
| Lotions | 07. | Sun tan oils, lotions, creams, grease or other such preparations must be showered off thoroughly before entry or re-entry into the swimming pool. |
| Shower | 08. | Each bather shall take a shower using warm water and soap and thoroughly rinse off all soap before entering or re-entering the pool area. |
| Regulations | 09. | Each person entering the pool or pool enclosures must comply with the Ontario Health Regulations and all other cautionary signs posted in these facilities. |
| Attire | 10. | Proper swimming attire must be worn in the pool. Cut-off shorts are not considered proper attire. |
| Disease | 11. | Residents with sores, open wounds, infections/communicable diseases or any known unhealthy condition of the body potentially detrimental to others shall not use the swimming pool, sauna or whirlpool. |
| Objects | 12. | No person shall bring skin diving or scuba gear, inflatable item, toy, ball, floating object, flippers or other device into the pool enclosure. Bathers may wear personal swimming aids in the pool. |
| Beverages | 13. | No one shall use glass containers, or consume food or any beverage except water, in and around the pools, pool decks and gazebos. <i>[Ontario Health Protection and Promotion Act, R.R.O. 1990, PUBLIC POOLS, SECTION 10(5)]</i> – as per indoor pool rules

Exception: When the outdoor pool is CLOSED for official condominium functions. |
| Non-pollution | 14. | No person shall pollute the water in the swimming pool in any manner; spitting, spouting of water and blowing the nose in the pool are prohibited. |
| Conduct | 15. | No person shall engage in boisterous play, fighting, reckless behaviour or unseemly conduct in or about the swimming pool. Only shallow dives are permitted. |

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| Emergency | 16. | The emergency telephone is located on the wall near to the drinking fountain and emergency rescue equipment is located on the wall near the pool; they shall be used for emergency purposes only and shall not otherwise be tampered with. |
| Radios | 17. | Portable radios or tape players or similar devices are permitted on the pool deck only when earphones are used. The ringers on cellular phones shall be set at the lowest volume if such devices are used around the pool. |
| Wet Swim Suits | 18. | Wet bathing suites are not allowed in the hallways, elevators or corridors of the building and Recreation Centre. Suitable footwear should be worn at all times outside the pool area. |
| Guests | 19. | A maximum of four (4) Guests per suite are permitted at any one time providing they are accompanied by an adult Resident. |
| Infants | 20. | A child under the age of two (2), or any other child lacking toilet training, shall not be permitted use of the swimming pool unless the child is wearing disposable swimming pants designed to minimize the chances of defecating or urinating in the pool. In the event that the child pollutes the pool their parent or guardian shall reimburse the Joint Operations Committee for all associated cleaning costs or expenses. |
| Lifeguard | 21. | The lifeguard on duty has the authority to enforce all rules and to require adherence to whatever safety measures he or she deems necessary. |

V - RACQUET SPORTS

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| No Smoking | 01. | No one shall smoke on any sports courts whatsoever , or Squash and Racquetball courts, or any indoor common elements. |
| Hours – Tennis | 02. | The Tennis courts may be used only between the hours of 07:00 and 21:00 hours. |
| Hours – Squash | 03. | The Squash and Racquetball courts may be used from 05:00 until 24:00 hours. |
| Attire | 04. | Proper attire must be worn when using the indoor and outdoor courts:
a) Only recognized, non-marking, rubber-soled shoes are permitted. No one shall wear jogging or knobby-soled shoes, or other footwear that may damage the court surfaces. |

- b) **Swimsuits are not permitted to be worn on the courts.**
 - c) Protective eye wear is highly recommended during squash matches.
- Reservations 05. Reservations are required for all racquet sports (see Rule I 02), and may be made up to seven days in advance. Please cancel unused reservations prior to time reserved.
- a) A reservation is for one court, for one hour, and will be held for 15 minutes after the scheduled time.
 - b) If no other person has a reservation for the period immediately following such one-hour period, play may continue.
 - c) The Resident shall state his/her suite number, desired court and time when making a reservation.
 - d) Residents of any one suite may hold only two future court reservations at any one time.
 - e) If the courts are not otherwise reserved for use, availability shall be determined on a first come first serve basis.
- Guests 06. Residents from any one suite shall have no more than six (6). Guests using the courts at any one time, and shall accompany their Guests at all times when using any Recreation Facility.

VI - WASHROOMS, SHOWERS AND CHANGE ROOMS

- Lockers 01. Lockers are provided only for the use of Residents and their guests while they are using the Recreational Facilities.
- Locks 02. Persons using lockers may supply their own locks, which they must remove when leaving the locker room.
- Removal 03. Locks used in a manner other than as described above will be removed.
- Damage 04. The Corporation is not responsible for damage to, loss or theft of personal articles, however caused.
- Footwear 05. Muddy footwear may not be brought into the locker rooms.

VII – FOUNTAIN DECK

- Use 01. Residents may enjoy the **fountain** deck with guests (up to six (6) per suite). An adult Resident must accompany guests at all times.
- Radios 02. Residents must exercise discretion in the use of their radios or tape decks on the sundeck to ensure everyone’s enjoyment. Radios and tape decks should be used either with earphones or at a low volume if others are using that area concurrently.

VIII – BARBECUE AREA

- Smoking 01. No one shall smoke pipes or cigars in the barbecue area at any time.
- Cigarettes 02. No one shall smoke cigarettes in the barbecue area without bringing and using an ashtray to dispose of cigarette butts. No one shall throw butts on the ground, walkways, lawns or flower beds.
- Attire 03. Appropriate attire and footwear shall be worn when using the barbecue area. Bare torsos or swimsuits without cover-ups are not permitted in the barbecue area.
- Availability 04. The barbecue area and other outdoor Recreation Facilities are available for use only during the months, or part thereof, as determined by the Joint Operations Committee and notified to the Residents.
- Hours 05. The barbecue area may be used from 09:00 to 24:00 hours, unless it has been set aside for an official condominium function. When the Barbecue Area is CLOSED for an official condominium function, notices will be posted to advise Residents.
- Hours 06. No one shall light a barbecue after 21:30 hours.
- Setting Tables 07. Tables required for an evening barbecue meal may not be set before 14:00 hours, except as described in item 8 below, in order to provide lunch time barbecuers with an equal opportunity to choose their favourite tables.
- Large Groups 08. Only those tables required for an evening meal for a party of twelve (12) or more persons from any one suite may be set prior to 14:00 hours.
- Guests 09. The Barbecue Area is the only Recreation Facility (aside from the Party Room when rented for a private event) where Residents from any one suite are permitted to have more than six (6) Guests at any one time. The maximum number of persons permitted to comprise a

single barbecue party regardless of the number of Suites involved is:

Monday – Friday: 20 persons (including Resident(s))

Saturday, Sunday, & Holidays 12 persons (including Resident(s))

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| Restrictions | 10. | Any barbecue party comprising twelve (12) or more persons (maximum twenty (20)), shall leave at least two (2) barbecues free, at all times, for use by other Residents. |
| Cleaning BBQs | 11. | After cooking, barbecuers shall turn OFF the barbecue(s) and clean the grills and counters; brushes are provided. |
| Cleaning Tables | 12. | Prior to leaving the Barbecue Area, users shall clean their tables and chairs, and place all refuse and cigarette butts into the receptacles provided. Bottles shall be placed in the recycling bin provided. |
| Concern for Others | 13. | Residents shall not disturb others, or permit anything to be done by the Visitors, while in the Barbecue Area or any other Recreational Facility, or bring anything therein, which in the opinion of the Joint Operations Committee or the Property Manager interferes with the quiet enjoyment of others who are in the barbecue and pool areas, or in their suites. The use without headphones of radios, tape decks, and any other sound devices is not allowed except in the event of an official condominium function. |

IX - EXERCISE ROOM

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| Risk | 01. | Due caution must be used in the exercise room. Use of the exercise equipment shall be at the user's own risk. Consult your physician before beginning any exercise regimen. |
| Reservations | 02. | Reservations may be required for certain pieces of exercise equipment, so identified, in the Exercise Room. |
| Guests | 03. | The Exercise Room and its equipment are solely for the use of Residents and not to exceed one (1) occasional guest. |
| Attire | 04. | Proper attire must be worn at all times. Cut-off pants and bathing suits are not considered proper attire. Shirts and suitable gym shoes must be worn at all times, and a towel should be used where the body comes into contact with any of the equipment. |
| Weights | 05. | Weights must be returned to the racks after use. |
| Cleaning | 06. | All equipment shall be wiped down immediately after use with the cleaning solution provided. |

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| Age | 07. Persons under the age of twelve (12) are not permitted to use the exercise facilities and the equipment. Persons older than twelve (12) years but less than sixteen (16) years of age must be accompanied by a parent or adult Resident who must be present to supervise at all times. The Exercise Room shall not be used as a playroom or babysitting facility. |
| Safety | 08. All persons using the exercise equipment shall follow all appropriate safety precautions and procedures. |
| Ear Phones/TV | 09. Earphones shall be used when listening to a radio or similar device. The decision as to what program may be viewed on the television shall be decided on a first come first serve basis. The Resident who arrived first shall have the use of the television for the period of one hour or until the program is over, whichever is the sooner. |

X - BILLIARD ROOM AND ACTIVITY ROOM

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| Guests/Age | 01. The Billiard Room and Activity Room are strictly for the use of Residents and occasional guests. Residents from any one suite shall have no more than six (6) Guests at any one time in the Billiards Room, and shall not use more than one billiard table at any one time. Under no circumstances are persons under the age of sixteen (16) permitted to use the pool table unless supervised by a Resident adult who shall be held responsible for good conduct. |
| Reservations | 02. The reservations may be required for the Billiard Room. If the Billiard Room is not reserved, availability should be determined on the first-come-first-served basis. |
| Not Playroom | 03. The Billiard Room and Activities Room are not to be used as a playroom or babysitting facility for children. |
| Timing | 04. Maximum playing time is one hour, but if no one else is present, players can continue thereafter until someone else wishes to play, whereupon the table must be relinquished at the end of the game then in play, which shall be completed promptly. |

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| Care | 05. | Cues without tips may not be used at any time. Keep tips well-chalked. Avoid using excessive force to strike billiard balls. Jumping balls is not permitted nor is sitting on the edge of the billiard table. Do not strike the pool table with cue tip. |
| Equipment | 06. | Those using the billiard tables shall return all equipment (balls, cues, etc.) to its proper place, and replace the table covers after use. |
| Damage | 07. | The resident shall report all damage to the pool table, ping pong table, room, facilities or equipment to the Management Office or Security before use and shall be responsible for the costs of any loss or damage arising during the period of the resident(s) use thereof. |
| Restricted | 08. | The Billiard Room may not be booked as part of a party room activity. |
| No Smoking | 09. | No one shall smoke in the Billiards Room, or in any other indoor common element, at any time. |
| Food & Drink | 10. | No one shall bring food or drink into the Billiards Room. |
| Radios | 11. | Portable radios or tape players or similar devices are permitted only when earphones are used. |

XI - HOBBY ROOM

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| Age | 01. | Persons under the age of twelve (12) are not permitted to use the hobby room facilities and equipment. Persons older than twelve (12) years but less than sixteen (16) years of age must be accompanied by an adult Resident who must be present to supervise at all times. |
| Waiver | 02. | Anyone wishing to use the Hobby Room shall sign a Waiver at the Management Office. |
| Guidelines | 03. | Each Hobby Room user shall observe the Hobby Room Guidelines established by the Hobby Room Committee from time to time, and available at the Management Office. |
| Clothing | 04. | No one shall bring equipment or wear clothing which may cause danger to anyone in the Hobby Room. |
| Safety | 05. | Each Hobby Room user shall use safety equipment at all times, including safety goggles where necessary. |

- Power Equipment 06. Only Registered Power Equipment Users, as defined in the Hobby Room Guidelines, may use the Hobby Room power equipment. Designation as a Registered Power Equipment User is performed by the Hobby Room Committee, and the names of such Committee members are available at the Management Office. Only Registered Power Equipment Users shall have access to the locked power supply.
- Cleaning 07. Each Hobby Room user shall leave it clean and tidy after use. All scrap material shall be removed from the Hobby Room and paled into the bins located outside each building. Volatile or hazardous liquids and cleaning rags must not be left in the room at any time.
- Tools 08. No tools, equipment, or material shall be left in the Hobby Room, unattended, for extended periods of time.
- Guests 09. Guests using the Hobby Room must be accompanied at all times by a Resident who is entitled to use the Hobby Room (see Item 2 above).
- Commercial Use 10. **The Hobby Room is not to be utilized for commercial purposes. Tools, equipment or material shall not be used for the purpose of (in- suite or off-site) renovations or repairs for which the Hobby Room user will receive payment or remuneration.**

XII - AEROBICS ROOM

- Risk 01. Due caution must be used in the aerobics room and all persons shall use the aerobics room at their own risk.
- Attire 02. Proper fitness attire is required in the aerobics room. Wet bathing suits are not permitted. Shirts and suitable gym shoes must be worn at all times.
- Noise 03. Recorded tapes designed for exercise programs which are agreeable to other participants and a portable stereo may be supplied by the resident. The sound level shall not interfere with the quiet enjoyment of other residents.
- Exclusive Use 04. The **Joint Operations Committee** reserves the right to permit exclusive use of the aerobics room for in-house group classes and the room will not be available for individual use during such periods.

XIII - LIBRARY

- Honour System 01. The Lending Library operates on the "Honour" system.
- Returns 02. Residents shall return borrowed books to the Library within a reasonable period of time.
- Donations 03. Book donations are welcome, and may be left on the appropriately marked Library shelves.



Schedule "A" - RESIDENT'S DATA CERTIFICATE

The Resident information requested below assists Property Management:

- to know the name of each Resident and the name of the responsible parties;
 - to record assigned Locker & Parking units;
 - to record license plate numbers of Residents' vehicles authorized to park;
 - to record assigned Electronic Photo-ID Card & Transponder
 - to record Emergency Contact names and phone numbers.
- If any of this information changes, please advise Management as soon as possible.

Suite: _____ Move-In Date: _____
 Telephone (Home): () _____ Move-Out Date: _____

RESIDENT'S NAME(S):	Owner(s) <input type="checkbox"/> Tenant(s) <input type="checkbox"/>	Photo-ID #	Bus. Telephone
1) _____	_____	_____	() _____
2) _____	_____	_____	() _____
3) _____	_____	_____	() _____
4) _____	_____	_____	() _____
_____	_____	_____	() _____

Suite Key: I/we have left a key to our Suite with Management: Yes No
 DEPOSIT: \$40 PER CARD (\$20 REFUND FOR RETURNED CARD) PAID BY CHEQUE
 NOTE: NEW OWNERS WILL HAVE A \$20 CHARGE PER FIRST TIME CARD-ANY CARD REQUIRED AFTER THAT WILL BE AT STANDARD RATES. NO REFUND ON FIRST TIME CARDS. CASH

HANDICAPPED RESIDENT(S)?
 Requires aid in an emergency? Yes No Name: _____

PETS?
 Do you own a pet? Yes No If YES, please specify: _____

LOCKER/PARKING UNIT(s) Data (include leased/rented unit(s))

	Locker #	Parking Unit #
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____

VEHICLE DATA

License Plate #	Transponder #
_____	_____
_____	_____
_____	_____
_____	_____

DEPOSIT: \$100 PER TRANSPONDER (\$20 REFUND FOR RETURNED TRANSPONDER) PAID BY CHEQUE
 CASH

NON-RESIDENT OWNER INFORMATION

Name: _____
 Street/City: _____
 Province/Code: _____
 Home Telephone: _____ Bus. Telephone#: _____



SCHEDULE "A" - Resident's Data Certificate (continued)

EMERGENCY CONTACTS (Local):

In case of emergency, please contact:

CONTACT NAME:

(A local contact is preferable, i.e. in the Greater Toronto Area)

STREET:

CITY:

POSTAL CODE:

PHONE (RES.):

PHONE (BUS.):

RESIDENT'S ACKNOWLEDGEMENT

- I/we confirm that the above information is accurate and that I/we will inform the ISLINGTON 2000/2010 Management Office of any changes.
- I/we am/are fully aware that my/our suite shall be occupied and used only as a private single family residence and for no other purposes, as stipulated in the registered Declaration of this Corporation.
- As required by The Condominium Act of Ontario, all Residents and Visitors must comply with the Act, and the Declaration, Bylaws and Rules of the Corporation. Therefore,
- I/we acknowledge and affirm that I/we, the members of my/our household and my/our Visitors from time to time will, in using the units identified above and any of the common elements, **comply with the Condominium Act of Ontario, the Declaration, Bylaws and all Rules of Metropolitan Toronto Condominium Corporation No. 570 and York Condominium Corporation No. 531** (except for the payment of common expense assessments in the case of a tenant).
- I/we will not accept an Offer to Purchase (or Lease) unless the above clause is included, should I/we choose to sell (or rent out) the above listed suite.
- I/we have paid a deposit and received the SPECIALLY COLOUR CODED ELECTRONIC ACCESS CARDS
- I/we have paid a deposit and received the TRANSPONDER (Vehicle Electronic Access Card(s))
- I/we have received and will follow the official RULES of MTCC-570 and YCC-531.

INITIALS

DATED AT Toronto ON THIS _____ DAY OF _____ YEAR _____

Signature of Witness

Signature of Owner or Tenant

Signature of Witness

Signature of Owner or Tenant

RECEIPT # GIVEN: _____



SCHEDULE "A" - SPONSORED VISITOR - ACCESS CARD APPLICATION

- 1. The sponsoring PERMANENT RESIDENT must complete and sign this Application.
2. Upon receipt of the signed Application and appropriate payment, Management will schedule a photo session for the SPONSORED VISITOR named below.
3. The appropriate photo-identification electronic access card will be issued after the photo session.

SPONSORED VISITOR

A specially-coded photo-identification electronic access card to admit certain regular visitors or service providers whether or not the sponsoring Permanent Resident is at home.

- The SPONSORED VISITOR card provides access to the sponsoring Permanent Resident's building ONLY.
DEPOSIT: \$40 (\$20 Refund for Returned Card) Paid by Cheque Cash

VEHICLE TRANSPONDER [MUST HOLD VALID PHOTO-ID ACCESS CARD]

- A specially coded electronic access device to open the overhead garage entrance door for the vehicle belonging to the holder of a SPONSORED VISITOR Photo-ID Access Card, as arranged by the Permanent Resident.
The Permanent Resident must have a surplus parking unit available for the SPONSORED VISITOR.
A Transponder may be issued to a SPONSORED VISITOR provided s/he holds an Access Card.
Deposit: \$100 (\$20 Refund for Returned Transponder) Paid by Cheque Cash

SPONSORED VISITOR - INFORMATION

Name:

Address:

City: Prov. /State: Postal Code:

SPONSORED VISITOR (FAMILY, FRIENDS) (GREEN) Arrival Date:

CONTRACTOR (Health Care, Trade) (BLUE) Departure Date:

Access Card#

Transponder# [Must hold valid Photo-ID Access Card to enter building from garage.]

License Plate# Using PERMANENT RESIDENT'S Parking Unit #

Note: A Sponsored Visitor Access Card may be transferred and converted to another Sponsored Visitor upon request and approval from the Permanent Resident. There will be a \$10 processing fee which is not refundable.

PERMANENT RESIDENT Name: Owner Tenant

Suite # Phone: Bus. Phone: Fax:

Signature:

Date: Application processed by:


RECEIPT # GIVEN:



Schedule "B"
AUTHORIZATION & APPROVAL
of the Rules of MTCC-570 and YCC-531

1. The Board shall have authority to pass Rules and guidelines applicable to any specific common element area or applicable to all common element areas, and upon such rules or guidelines being posted in any specific area, same shall have the force and effect of these Rules and may be enforced accordingly.
2. Pursuant to the Declaration and the Bylaws of the Corporation, the Recreation Committee [the "Joint Operations Committee"] is responsible for establishing the Rules of conduct and procedure with regard to the use of the Security Gatehouse and the Recreational Facilities. The Board hereby makes and confirms any such rules or guidelines established by the Joint Operations Committee applicable to Security, the Recreation Centre, including the swimming pools, Party Room facilities, billiard room, exercise room, squash courts, hobby room, barbecue area, tennis courts and outdoor garden areas, and upon such Rules or guidelines being posted in any specific area, such Rules shall have the force and effect of these rules and may be enforced accordingly.

Made and passed by the Board of Directors the 26th day of June, 2014.



Tony Lecce, President, MTCC-570



Ted Cieciora, President, YCC-531



John Fedak, Secretary, MTCC-570



Shirley Leslie, Secretary, YCC-531



Schedule "C" – SUMMARY OF LEASE OR RENEWAL

(clause 83 (1) (b) of the *Condominium Act, 1998*)

TO:Condominium Corporation No.

I. This is to notify you that an original or renewal [select one] written or oral [select one] lease sublease assignment of lease [select one] or a renewal of a written or oral lease, sublease or assignment of lease has been entered into for:

Dwelling Unit(s) Level Parking Unit(s) Level Locker Unit(s).....
Level.....

on the following terms:

Name of lessee(s)/sublessee(s)/assignee (s):
.....

Telephone number: Fax number, if any:

Commencement date: Termination date:.....

Option(s) to renew: (set out details. i.e., first option commencement date)
.....

Rental payments:.....
(set out amount and when due)

Other information:.....
.....
(at the option of the owner)

2. I (We) have provided the above-designated lessee(s)/sublessee(s)/assignee(s) with a copy of the declaration, by-laws and rules of the condominium corporation.

3. I (We) acknowledge that, as required by subsection 83 (2) of the *Condominium Act, 1998*, I (we) will advise you in writing if the above-designated lease/sublease/assignment of lease is terminated.

Dated this day of, day of

.....
(print name of owner) (signature of owner)

.....
(print name of owner) (signature of owner)

(In the case of a corporation, affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.)

.....
(address)

Tel. No. Fax No. (if any)



Schedule "D"—MOVING AGREEMENT

No MOVING ELEVATOR Reservation will be confirmed UNLESS:

- Schedule "A"—RESIDENT'S DATA CERTIFICATE is completed & signed, and
- Schedule "D"—MOVING AGREEMENT is completed and signed, and
- MOVING FEE & DAMAGE DEPOSIT is paid.

NAME: _____

SUITE: _____ PHONE NUMBER: _____

DATE OF MOVE: _____ MOVING IN: MOVING OUT:

DAMAGE DEPOSIT (\$1,000.00 Cheque or Money Order) RECEIVED:

The DAMAGE DEPOSIT will be deposited to the Corporation's bank account. Any charges incurred as a result of bank fees or insufficient funds will be the responsibility of the person providing the cheque. The DAMAGE DEPOSIT will be refunded, unless and to the extent not required to repair damage to the common elements. The DAMAGE DEPOSIT may be used to defray any costs incurred by the Corporation for disposal of renovation or moving-related materials and refuse which has been left by a Resident or resident's Agent in the corporation's bins or anywhere on the common elements.

STATEMENT BY RESIDENT

"I/We have read and understand the attached excerpt from the Rules of MTCC-570 and YCC-531 regarding MOVING, DELIVERIES AND REMOVALS".

DATE: _____ RESIDENT'S SIGNATURE: _____

DAMAGE DEPOSIT RETURN (for Office Use Only)

DATE OF INSPECTION (before Move): _____

DATE OF INSPECTION (after Move): _____

[INSPECTION includes loading area, lobby area, elevator cab and hallway.]

INSPECTED BY: _____ DATE: _____

INSPECTION REPORT: _____

MOVING COMPANY NAME: _____

MOVING VEHICLE LICENSE PLATE #: _____

- DAMAGE DEPOSIT - RETURNED TO RESIDENT: No Damage \$ _____
- DAMAGE DEPOSIT - HELD BY MANAGEMENT: TOTAL Damage \$ _____
- BALANCE DUE (to Resident/Corporation): \$ _____

Schedule “D”—MOVING AGREEMENT (continued)

Section M-1 ADMINISTRATION FOR MOVES

1. When planning a household move, or expecting delivery/removal of large items (e.g. furniture, appliances, etc.), the Resident shall notify the Property Manager to arrange for any protective elevator padding and, if required, to place the elevator “On Service”:
 - a) The Service elevator shall be assigned on a first-come-first-served basis.
 - b) The date and time for the use of the Service elevator shall be booked with the Property Manager, with as much advance notice as possible.
 - c) Household moves and large deliveries/removals may take place only during the following hours:

• MONDAYS - SATURDAYS:	08:00 - 18:00
• SUNDAYS & HOLIDAYS:	Not permitted
 - d) It is possible to accommodate more than a single household move in one building in any one day.
2. No Service elevator reservation can be confirmed for a Household Move, unless the following conditions are met:
 - a) Schedule “A”—RESIDENT’S DATA CERTIFICATE must be completed & signed, and
 - b) Schedule “D”—MOVING AGREEMENT must be completed & signed, and
 - c) DAMAGE DEPOSIT must be paid.
3. Once the Service elevator booking has been confirmed, the Superintendent will arrange for any protective padding which may be required for the move or delivery.
4. Before and after placing elevator “On Service”, the Superintendent and the Resident, or designated representative, will inspect the elevator and other relevant common elements, and secure the Resident’s signature on the MOVING AGREEMENT noting any existing damage, together with any damage resulting from the move. (See also Section M-2, *Household Moves*, item 2.)
5. Immediately upon completion of any move or delivery, the Resident shall notify the Property Manager (or the Gatehouse after 5:00 p.m.) so that the elevator can be returned to normal service.

Section M-2 HOUSEHOLD MOVES

1. Household moves are permitted only after making the necessary arrangements with Management [see Section M-1, *Administration*] and may take place only during the following hours:

• MONDAYS - SATURDAYS:	08:00 - 18:00
• SUNDAYS & LEGAL HOLIDAYS:	Not permitted
2. Reservations for the move-in elevator will be confirmed by Management upon receipt of the applicable Moving Fee & Damage Deposit, as well as a completed and signed Schedule “A”—RESIDENTS DATA CERTIFICATE and Schedule “D”—MOVING AGREEMENT, in such form as the Joint Operations Committee may determine from time to time.
 - a) The DAMAGE DEPOSIT will be used to defray the cost to repair any damage to the common elements caused by the move. If such damage is less than the Damage Deposit, the unused portion will be refunded within ten working days. If damage exceeds the Damage Deposit, the Resident (or Owner in the case of a Lessee’s move causing the damage) who is moving shall pay such excess to the Corporation on demand.
 - b) The DAMAGE DEPOSIT may be used to defray any costs incurred by the Corporation for disposal of renovation or moving-related materials and refuse which has been left by a Resident or resident’s agent in the Corporation’s bins or anywhere on the common elements.
3. Only the Service elevator, properly hung with protective padding by building staff, shall be used for moving furniture and/or furnishings.
4. Each non-resident helping to effect a move and who is not wearing an identifying uniform, must register with the gatehouse and obtain a *Visitor badge*, which must be worn, prominently displayed, for the duration of the move.
5. All furniture and/or furnishings shall be moved through the delivery doors of the building. Moving furniture and/or furnishings through the main front entrance of the building is prohibited.
6. At the completion of a move or delivery/removal of furniture and/or furnishings, the Resident shall ensure that the delivery doors are properly closed.
7. Any Resident shall close delivery doors found propped open and unattended.
8. The Corporation shall not be responsible for extra charges of movers to individual Owners or Lessees for any delays during moves.



Schedule "D"
Service Elevator Inspection Report

Occupant Name(s): _____ Suite # _____

Moving Date: _____ Moving In: [] Moving Out: []

Moving Company: Yes [] Name: _____ No []

PRE-MOVE INSPECTION

Pre-Move Inspection Date: _____ Time: _____

Pre-Move Inspection Report:

- (a) No defects to report before move []; or
(b) The following defects to the Service Elevator were noted prior to the move:

I/We acknowledge that I/We have read and accept the terms identified in the Rule E ("Moving and Service Elevator") of the Corporation's Rules.

I/We acknowledge that the results of the Pre-Move Inspection Report are accurate and binding.

Date: _____ Date: _____

Corporation's Representative - Signature Occupant's Signature

Print Name: _____ Print Name: _____

POST-MOVE INSPECTION

Post-Move Inspection Date: _____ Time: _____

Post-Move Inspection Report:

- (a) No defects to report after the move []; or
(b) The following defects to the Service Elevator were noted after the move:

I/We acknowledge that I/We have read and accept the terms identified in the Rule E ("Moving and Service Elevator") of the Corporation's Rules.

I/We acknowledge that the results of the Post-Move Inspection Report are accurate and binding.

Date: _____ Date: _____

Corporation's Representative - Signature Occupant's Signature

Print Name: _____ Print Name: _____



Schedule "E"—ACCESS FOR REAL ESTATE AGENTS

Your Boards want to make it as easy as possible for you and your Real Estate Agent to show your suite to prospective purchasers, yet maintain the level of security we all enjoy. The process described below is intended to achieve this.

OWNER (VENDOR)

1. The Owner shall advise the Management Office that his/her suite is listed for sale.
2. The Owner shall purchase a REAL ESTATE AGENT electronic Access Card for the Listing Agent (\$40.00 & \$20.00 will be refundable).

MANAGEMENT OFFICE

1. Management shall assign & advise the Listing Agent of the 5-digit code for the REAL ESTATE AGENT ACCESS Card, which will permit access to the listed suite's building *and* the Recreation Centre.
2. Management shall laminate Listing Agent's business card to the REAL ESTATE AGENT Access Card, and attaches the suite key.
3. Management shall store the REAL ESTATE AGENT access card & attached suite key in the Gatehouse.

LISTING AGENT

1. Before coming to the site:
 - a) Listing Agent shall call our Gatehouse (416-241-2130) to advise s/he is coming to show the suite;
 - b) Listing Agent shall quote the 5-digit code of the REAL ESTATE AGENT Access Card for the suite.
2. Upon arrival at the Gatehouse:
 - Listing Agent shall report to the Gatehouse and receives the REAL ESTATE AGENT Access Card & attached suite key, in exchange for the agent's business card.
3. When leaving the ISLINGTON 2000 complex:
 - Listing Agent shall leave the REAL ESTATE AGENT Access Card & attached suite key in the Gatehouse drop-box located in the exit driveway.

MLS AGENT

1. Before coming to the site:
 - The MLS Agent shall ask Listing Agent to make the arrangements with our Gatehouse (416-241-2130), per item 1 above.
2. Upon arrival at the Gatehouse:
 - MLS Agent shall report to the Gatehouse and receive the REAL ESTATE AGENT Access Card & attached suite key, in exchange for the Agent's business card.
3. When leaving the site:
 - MLS Agent shall leave the REAL ESTATE AGENT Access Card & attached suite key in the Gatehouse drop-box located in the exit driveway.



Schedule "F"—REQUEST FOR PERMISSION TO RENOVATE

RESIDENT'S NAME: _____

SUITE: _____ PHONE NUMBER: _____

DESCRIPTION OF PLANNED RENOVATION PROJECT: _____

CONTRACTOR'S NAME: _____ CONTRACTOR'S PHONE NUMBER: _____

CONTRACTOR'S ADDRESS: _____

PLANNED BUILDING MATERIALS: _____

START DATE: _____ COMPLETION DATE: _____

SERVICE ELEVATOR RESERVATION DATE: _____ START TIME: _____ FINISH: _____ (max 1 hour)

DAMAGE DEPOSIT (\$1,000.00 Cheque or Money Order): RECEIVED:

- The DAMAGE DEPOSIT will be refunded, provided no common elements were damaged.
- The DAMAGE DEPOSIT may be used to defray any costs incurred by the Corporation for disposal of renovation or moving-related materials and refuse which has been left by the Resident or resident's Agent in the corporation's bins or anywhere on the common elements.
- The DAMAGE DEPOSIT **will be deposited** to the Corporation's bank account. Any charges incurred as a result of bank fees or insufficient funds will be the responsibility of the person providing the cheque.

STATEMENT BY RESIDENT

"I/We hereby indemnify the Corporation with respect to any expenses, damages, or costs whatsoever incurred by the Corporation as a result of the work performed by my/our contractor, trade or service personnel, including any damage to the common elements or to common building services arising during or following completion of my renovation work. Any such expenses, damages and costs in excess of the Damage Deposit may be collected by the Corporation from the suite Owner in the same manner as common expense assessments.

"I/We have read and understand the attached excerpt regarding RENOVATIONS from the Rules of MTCC-570 and YCC-531".

DATE: _____ RESIDENT'S SIGNATURE: _____

DAMAGE DEPOSIT RETURN (for Office Use Only)

BOARD APPROVAL (SIGNATURE): _____ DATE: _____

DATE OF INSPECTION (before Delivery/Removal of Renovation Items): _____

DATE OF INSPECTION (after Delivery/Removal of Renovation Items): _____

Inspection includes loading area, lobby area, elevator cab and hallway.

INSPECTED BY: _____ DATE: _____

INSPECTION REPORT: _____

CONTRACTOR NAME: _____

CONTRACTOR LICENSE PLATE #: _____

- DAMAGE DEPOSIT - RETURNED TO RESIDENT: No Damage \$ _____
- DAMAGE DEPOSIT - HELD BY MANAGEMENT: TOTAL Damage \$ _____
- BALANCE DUE (to Resident/Corporation): \$ _____

Schedule "F" – Request for Permission to Renovate [continued]

EXCERPTS FROM SECTION C4A OF THE RULES OF MTCC-570 AND YCC-531
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1. When planning in-suite renovations involving plumbing, electrical wiring, balcony or suite flooring, or re-positioning and/or cutting through walls, the Resident shall provide to the Property Manager the details and/or drawings of the proposed project, and shall obtain written approval of the Corporation, by completing SCHEDULE "F" - REQUEST FOR PERMISSION TO RENOVATE prior to starting any work.
 - a) Prior to installing wood, tile, marble or other hard flooring, the Resident shall install sound-deadening material under the new flooring to meet or exceed the specification of Impact Isolation Class Rating of IIC 70 or higher as specified in Section B15-Flooring of the Rules & Regulations.
 - b) No Resident shall install or place any floor covering on a balcony. Residents removing any balcony floor covering previously installed shall arrange with the Management Office to inspect the balcony concrete slab for damage, which will be repaired at the Corporation's expense.
 - c) Management may request additional details before the Corporation grants PERMISSION TO RENOVATE. Any required building permits shall be the responsibility of the Resident.

2. No Contractor or trades personnel shall be admitted onto the property to perform any work in or about any unit or "exclusive use" common element (e.g. balcony/patio), unless the following conditions are met:
 - a) The Contractor is employed by the Corporation; or
 - b) The Contractor is employed by a Resident, provided:
 - (i) The Resident has visited the Management Office and completed SCHEDULE "F" - REQUEST FOR PERMISSION TO RENOVATE in such form as the Joint Operations Committee may determine from time to time; and provided:
 - (ii) The Resident provides the Management Office with a copy of the Contractor's licence (as applicable to licensed trades) and insurance;
 - (iii) The Resident has received the Corporation's written PERMISSION TO RENOVATE.
 - (iv) The Property Manager shall file a copy of the approved SCHEDULE "F" at the Gatehouse, without which Contractors shall not be granted access to the property; and provided:
 - (v) The Resident has agreed (on Schedule "F") to indemnify the Corporation with respect to any expenses, damages, or costs incurred by the Corporation as a result of the work performed by the Resident or Contractor or service personnel, including any damage to the common elements or to common building services arising during or following completion of the renovation work. Any such expenses, damages and costs may be collected by the Corporation from the suite Owner in the same manner as Common Expense Assessments.

3. Renovation-related activities are subject to the rules, as stated in Rule J 03, *Consideration for Others*, and to all applicable laws and municipal by-laws.

4. Noise-producing activities (e.g. hammering, operating power tools) are permitted within the suites and lockers subject to applicable laws and municipal by-laws, and only between the following hours:
 - MONDAY - FRIDAY: 09:00 - 20:00 hours
 - SATURDAY & HOLIDAYS: 10:00 - 16:00 hours
 - SUNDAYS: Prohibited at any time

5. Noise-free renovation activities (painting, wall papering, plastering, etc.) are permitted within the suites and lockers between the following hours:
 - MONDAY - SATURDAY: 08:00 - 21:00 HOURS
 - SUNDAY & HOLIDAYS: 10:00 - 21:00 HOURS

6. The Resident shall book the service elevator and arrange with the Management Office for protective padding when planning to transport renovation tools, equipment and materials to and from the suite.
 - (i) The date and time for the use of the service elevator shall be booked with Management, with as much advance notice as possible
 - (ii) The service elevator shall be assigned on a first-come-first-served basis.

7. Delivery or removal of renovation tools, equipment, materials, and/or refuse must be made through the building's side entrance, and is permitted only between the following hours:
 - MONDAY - SATURDAY: 08:00 - 18:00
 - SUNDAY & HOLIDAY: Prohibited at any time.

8. The Resident shall pay a DAMAGE DEPOSIT when booking the service elevator to defray the cost of repairing any damaged common elements caused by the renovation, in the amount determined from time to time by the Joint Operations Committee. The DAMAGE DEPOSIT will be returned after completion of the renovation project. [See also item 13 of this section.]

9. Prior to putting the elevator "on service" and taking it "off service" the Superintendent and the Resident or designated representative shall inspect the elevator and other relevant common elements, take note of any existing or resulting damage, and secure the Resident's signature on SCHEDULE "F".

10. On completion of the delivery/removal of renovation tools, materials, and/or refuse, the Resident shall notify the Property Manager (or the Gatehouse between 17:00 – 18:00 hours), so that the relevant common elements can be inspected for damage and the elevator taken "off service".
 - a) The elevator shall not remain "on service" for more than one hour at a time, except for household moves.
 - b) As soon as the renovation tools and materials have been brought into the suite, the Resident shall notify the Property Manager to inspect the relevant common element areas and to take the elevator "off service".
 - c) The Resident or Contractor shall obtain and use wheeled (rubber or other protective) bins to transport renovation materials to the suite. Such materials shall remain inside the suite until they are removed from the building and property.
 - d) If the elevator is required to be put "on service" to move renovation materials to and from the suite, the Resident shall make the necessary arrangements with the Property Manager.

11. The Resident or Contractor shall remove all renovation materials and refuse from the building and property as soon as it leaves the suite (e.g. plaster, carpet remnants, containers, mattresses, appliances, etc.). Such removals are permitted only during the following hours:
 - MONDAY- SATURDAY 08:00 – 18:00 hours.

12. The Resident shall ensure that the Contractor strictly adheres to the Corporation's rules regarding Renovations.

13. The Damage Deposit may be used to defray any costs incurred by the Corporation for disposal of renovation or moving-related materials and refuse which was left by a Resident or resident's Agent in the Corporation's bins or anywhere on the common elements.



Schedule "F"
Renovation Service Elevator Inspection Report

Occupant Name(s): _____ Suite # _____

Service Date: _____ Service In: [] Service Out: []

Company: Yes [] Name: _____ No []

PRE-USE INSPECTION

Pre- Inspection Date: _____ Time: _____

Pre- Inspection Report:

- (a) No defects to report before move []; or
(b) The following defects to the Service Elevator were noted prior to the move:

I/We acknowledge that I/We have read and accept the terms identified in the Rule E ("Moving and Service Elevator") of the Corporation's Rules.

I/We acknowledge that the results of the Pre-Use Inspection Report are accurate and binding.

Date: _____ Date: _____

Corporation's Representative - Signature Occupant's Signature
Print Name: _____ Print Name: _____

POST-USE INSPECTION

Post-Use Inspection Date: _____ Time: _____

Post-Use Inspection Report:

- (a) No defects to report after the move []; or
(b) The following defects to the Service Elevator were noted after the move:

I/We acknowledge that I/We have read and accept the terms identified in the Rule E ("Moving and Service Elevator") of the Corporation's Rules.

I/We acknowledge that the results of the Post-Move Inspection Report are accurate and binding.

Date: _____ Date: _____

Corporation's Representative - Signature Occupant's Signature
Print Name: _____ Print Name: _____

Schedule "G"—PARTY ROOM RENTAL AGREEMENT



RESIDENT'S NAME: _____ SUITE: _____ PHONE: (416) _____

PARTY DATE: _____ START TIME: _____ END TIME: _____ NUMBER OF GUESTS: _____ (max. 60)

- **RENTAL FEE (\$100) + DAMAGE DEPOSIT (\$500.)** \$600.00

To secure your Reservation, the Management Office must receive your rental cheque at the time of making your reservation. Your cheque will be cashed. If the rental is cancelled you will be refunded a cheque for \$75.00. If you want to revise your rental date and your date can be accommodated there will be no charge. The Management office must receive your \$500 damage deposit cheque no later than five (5) working days prior to your party. The \$500.00 Damage Deposit will be returned to you provided no damage was caused during your party.

- **INCLUDED in Rental Fee:**

Party Room, Kitchen, P-1 Washrooms (no other facilities),
China, Glasses, Flatware to serve 40 persons.

- **AVAILABLE for Rental:**

2 Chafing Dishes (including fuel)	\$5.00 ea. x _____ = \$ _____
8 Damask Square Tablecloths	\$3.00 ea. x _____ = \$ _____
3 Damask Round Table Cloths	\$3.00 ea. x _____ = \$ _____
2 Damask Buffet Cloths	\$3.00 ea. x _____ = \$ _____

- **TOTAL PAYABLE (\$600.00 + Equipment Rentals)** = \$ _____

Make cheque payable to ISLINGTON RECREATION CENTRE. Cheque Received:

STATEMENT BY RESIDENT

I agree that:

- ✓ I will not use the Party Room for Commercial Purposes.
- ✓ No one shall smoke in the Party Room, or in any other indoor common element.
- ✓ I will read and follow the *Conditions of Party Room Rental* which form part of this Agreement.
- ✓ I will be responsible for any violations of the Consolidated Rules of MTCC-570 and YCC-531 and for any damages to the Party Room facilities arising from the above reservation, which could forfeit my deposit. I acknowledge that the Damage Deposit is only for partial payment of damage, should such damage exceed the amount deposited. I will notify Security or the Management Office of any breakage, damage, or Rule violations caused by me or my Party Room guests.

I understand that:

- ✓ I can pick up my Damage Deposit (\$500.00) from the Management Office at the end of the fifth business day following my event, provided no rule violations or damages to the facilities have occurred during my Party Room rental period.

RESIDENT'S Signature: _____ DATE: _____

PROPERTY MANAGER'S Signature: _____ DATE: _____

DAMAGE DEPOSIT RETURN (for Office Use Only)

Damage Deposit Returned to Resident:	\$	500.00
Less Damages incurred:	\$	(_____)
TOTAL RETURNED TO (OWED BY) RESIDENT	\$	_____

RESIDENT'S Signature: _____ DATE: _____



CONDITIONS OF PARTY ROOM RENTAL

- Smoking is **not** permitted in the Party Room, or in any other indoor recreation facility and common element, at any time.
- Residents may hold private functions in the Party Room only when a valid reservation is made through the Management Office, the applicable Rental Fee & Damage Deposit has been paid, and the PARTY ROOM RENTAL AGREEMENT is signed.
- On the day of the Resident's private event, the Resident will receive keys for the dish cupboards and cutlery drawers, and a key for the two kitchen doors. The same key can also be used to lock the Party Room doors to ensure that the renter's personal items and party preparations, etc., remain undisturbed by others.
- Residents who have rented the Corporation's tablecloths and/or chafing dishes for their Party Room event will receive keys for these cabinets.
- Rental of the Party Room facilities includes the Kitchen and the two washrooms.
- Party Room Rental **does not** include the use of any other recreation facilities or common element areas.
- Non-residents, including non-resident owners, may **not** rent the Party Room.
- The Party Room may **not** be used for commercial purposes.
- During a private Party Room event, the entrance doors of the rooms must remain closed at all times.
- The Resident renting the Party Room shall be responsible for arranging to admit caterers or other suppliers delivering items prior to a private event.
- Caterers, delivery personnel and Visitors invited to the renter's Party Room function may be admitted through the north entrance of the Recreation Centre (at the top of the staircase). An intercom is located at that entrance for Visitors to communicate with their host in the Party Room. The north entrance door **must** be kept closed, and may be opened only by the Resident host or representative to admit such Visitors. The unattended door may not be propped open.
- Residents renting the Party Room shall provide the Gatehouse Security Officer with a written list of invited guests and their expected time of arrival. The Security Officer will admit the listed guests onto the property. The guests will call you in the Party Room from the north entrance intercom so that you or your delegate may go to the door to admit them. (For security reasons, the north entrance door cannot be automatically unlocked from the Party Room.)
- The Party Room shall be vacated **no later than 2:00 a.m.**
- **Clean Up** is the responsibility of the Resident renting the Party Room.
 1. The Party Room shall be cleaned and restored to the original order **no later than 10:00 a.m. on the day following** the Resident's private party in order to permit the Corporation's staff to clean the stove and refrigerators, to vacuum, and rearrange the tables and chairs.
 2. The resident shall empty the dishwasher and return clean dishes to their allotted kitchen and/or bar cupboards and drawers. These are clearly marked.
 3. The resident shall clear counters, empty kitchen & bar refrigerators, and deposit garbage into container provided.
 4. Please launder rental table cloths and napkins (no bleach, please), fold carefully, place on hangers provided, and return these to the Management Office by **10:00 a.m. on the day following** your event.
 5. Wash and dry plastic cloths to avoid formation of mildew when folded, and hang on rack located in Vestibule.
- Lock the Kitchen and all cupboards. Instructions for the return of keys will be provided at time closer to the event.
- **The Resident renting the Party Room facilities shall be responsible and liable for any and all damage caused by any person using the Room(s) during the rental period.**

We hope your Party Room Event is a Great Success!



Schedule "G"

Inspection Report – Party Room

Occupant Name(s): _____

Date of Inspection before Event: _____ Time: _____

Inspected By: _____ Signature: _____

Inspection Report:

Date of Inspection after Event: _____ Time: _____

Inspected By: _____ Signature: _____

Inspection Report:

I/We acknowledge that I/We have read and accept the terms identified in Rule II of the Corporation(s) Rules.

I/We acknowledge that the results of the Inspection Report are accurate and binding.

Date: _____

Date: _____

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____



SCHEDULE "H"

OCCUPANT FIRE PROCEDURE

Upon discovery of fire:

- Alert occupants and leave the fire area, take suite key if readily available.
- Close all doors behind you.
- Alarm the occupants of the building. Yell "FIRE". Activate the fire alarm system, use pull station.
- Telephone the TORONTO FIRE SERVICES, from a safe location, dial 9-1-1. Never assume that this has been done.
- Give the correct building address and location of the fire and your name.
- Use exit to leave the building.
- Do not use elevators.
- Do not return until it is declared safe to do so by a Fire Official.

Immediately upon hearing the fire alarm:

- To go or to stay, the decision is yours. In either case, you must act quickly and you must protect yourself from smoke.

If you decide to leave the building:

- Before opening the suite door, feel door and doorknob for heat. If they are not hot, brace yourself against the door and open it slightly. If you see smoke, or feel air pressure or a hot draft, close the door quickly.
- If the corridor is free of fire and/or smoke, take the suite key if readily available, close the door behind you and leave by the nearest exit.
- Do not use elevator.

Before entering the stairway, open the door carefully and:

- If there is no smoke, use the stairway to leave the building.
- If there is smoke, do not enter the stairway, close the stairway door. Go to alternate exit and again open the door carefully.



Schedule "H"

OCCUPANT FIRE PROCEDURE

Before entering the stairway, open the door carefully and: (continued)

- If there is no smoke, use the stairway to leave the building.
- If there is smoke, return to your apartment and protect yourself from smoke.

Once inside the stairway:

- If you encounter smoke on your way down the stairs, do not continue!
- Leave the stairway onto the closet available floor area, and proceed to an alternate stairway. Open the door carefully and if there is no smoke, continue down the stairway and leave the building.
- If you cannot use any stairway to exit the building, return to your suite (if possible), or enter an available floor area and bang on suite doors until you are able to take shelter..
- Never go to the roof, smoke rises! Doors to the roof are locked and you could become trapped.
- Remember stay low to the ground if you are in a smoke filled environment. The air is cleaner near floor level.

If you cannot leave your suite or have returned to it because of fire or heavy smoke, remain in the suite and:

- Close the door but leave it unlocked for possible entry by fire fighters.
- Dial 9-1-1- and tell the TORONTO FIRE SERVICES where you are.
- Seal all cracks where smoke can enter by using wet towels or sheets. Seal mail slots, transoms and air-conditioning outlets as necessary (a roll of wide masking/duct tape may be useful).
- Keep low to the floor if smoke enters the room.
- Move to the balcony or the most protected room and partially open the window for air. Signal to fire fighters by waving a sheet/towel. Close the window if smoke comes in.
- Wait to be rescued. Remain calm. Do not panic or jump.
- Listen to instructions or information given by authorized personnel.



Schedule “H” - FIRE HAZARDS

To avoid fire hazards in the building, occupants must:

- Never put burning material such as cigarette and ashes into the garbage chute.
- Never dispose of flammable liquids or aerosol cans in these chutes.
- Never force cartons, coat hangers, bundles of paper into the chute because it may become blocked.
- Avoid unsafe cooking practices, deep fat frying, too much heat, and unattended stoves, loosely hanging sleeves.
- Never use unsafe electrical appliances, frayed extension cords, over-loaded outlets or lamp wire for permanent wiring.
- Avoid careless smoking. Never smoke in bed.
- Never leave any articles such as shoes, rubbers mats, etc. in the halls, corridors and stairways.

In general, Occupants should:

- Know where the fire alarm pull stations and exits are located.
- Call the fire department immediately (9-1-1) whenever you need assistance.
- Notify the Property Management if special assistance is required in the event of an emergency.
- Know the audible fire alarm signals and the procedures established to implement safe evacuation.
- Know the supervisory staff assigned to your floor area or building.
- Report any fire hazard to supervisory staff.
- Know the crossover plan (if any).
- Know the floor area and/or adjacent buildings (where designated as temporary safe area of refuge).

Commercial, Retail and Industrial Properties

A high standard of housekeeping and building maintenance is probably the most important single factor in the prevention of fire. Listed below are some specific hazards.

- Combustible refuse stored in non-designated areas.
- Fire and smoke barrier doors not operating properly.
- Improper storage of flammable liquids and gasses.
- Defective electrical wiring and appliances, over fusing, and the use of extension cords as permanent wiring.
- Dryer lint collectors full or improperly vented.
- Careless use of smoking materials.
- Kitchen hoods and filters not cleaned regularly



Schedule "I" REGISTRATION OF SERVICE ANIMAL

Resident Name:

Suite No.

Pursuant to the *Accessibility for Ontarians with Disabilities Act* "Service Animals" are permitted for residents and guests with disabilities. Obvious disabilities, such as blindness, hearing impairment and physical disabilities do not require confirmation by a medical professional and confirmation may be waived. Disabilities that are not immediately apparent to the Corporation, such as epilepsy, diabetes, learning disabilities, or mental disorders, should be confirmed by your medical professional by asking him or her to sign the bottom of this form, confirming the information that has been listed on this form. Disabilities are defined by the *Accessibility for Ontarians with Disabilities Act (AODA)* and its regulations.

Disability Mobility Vision Hearing Other (Please Identify) _____

What service does the Service Animal perform for you?

Description of animal (breed, colour, size)

CONFIRMATION BY PHYSICIAN OR NURSE

Requested (please fill in area below) **OR** WAIVED (do not need to fill in area below)

Name of Physician or Nurse (please print)
Tel: _____

Signature of Physician or Nurse

Rules Respecting Service Animals:

1. Service Animals must be under control at all times while in the building or on the common elements.
2. Service Animals must not urinate or defecate in the building or on the property.
3. Service Animals must be taken off the property and all feces will be picked up in accordance with the Municipal By-laws.
4. Should a Service Animal have an "accident" in the building or common elements, the owner must clean it up immediately or notify the Corporation Staff for cleanup.
5. Service Animals must not be allowed to disturb the quiet enjoyment of the property by other residents.

Disabilities as defined by Regulation 429/07 of the Accessibility for Ontarians with Disabilities Act.

- (a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,
- (b) a condition of mental impairment or a developmental disability,
- (c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- (d) a mental disorder, or
- (e) an injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safety and Insurance Act, 1997*;