

**RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS FOR
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1519
(the “Corporation”)**

INTRODUCTION

The *Condominium Act, 1998* (the “Act”) and the Corporation’s Declaration, By-laws and Rules (hereinafter referred to, collectively, as the Corporation’s “Governing Documents”), of which every Owner and/or Resident receives a copy, contain an appropriate regime of rules designed to assist the Corporation to operate in a responsible manner that is in the best interests of the majority of Owners and/or Residents. The Act authorizes the Board of Directors to introduce additional Rules for the same purpose.

All Owners and/or Residents should be very familiar with the Corporation’s Governing Documents, particularly the Rules which establish the “dos and don’ts” that must be followed for the maximum comfort and enjoyment of all Residents. The following Rules shall be observed by all Owners and Residents and their Guests.

At first reading, a few Owners and/or Residents may think some of the Rules are too restrictive. A moment’s reflection, however, should clarify the need for restrictions if communal living is to be effective for the Residents.

Any Board approval required to be given under the Rules must be in writing, signed by a member of the Board of Directors and approved by resolution at a meeting of the Board of Directors.

Property Management, to whom infractions of the Rules should be reported, has the full support of the Board of Directors in enforcing the Rules. Your co-operation in this regard will be greatly appreciated by all Owners and/or Residents.

Definitions:

“Act” shall mean the *Condominium Act, 1998* and all amendments thereto and for the purposes of clarity the use of similar terms within the Rules as those found within the Act shall have the same meaning given to them within the Act.

“Bellair Club” shall mean the indoor and outdoor recreation facilities on levels 3 and 4 of the Bellair building and all rooms, facilities, equipment, gardens, pools or appurtenances contained therein.

“Board” or “Board of Directors” shall mean the Board of Directors of the Corporation elected pursuant to the provisions of the Act. When used herein, the term “Board” shall include the Property Manager, Concierge/Security and anyone with the authority of the Board, as applicable.

“By-laws” shall mean the By-laws of the Corporation in force from time to time and made in accordance with the Act.

“Common Elements” shall mean all the property except the units, as more particularly described in the registered plan of description of the Corporation.

“Corporation” shall mean Toronto Standard Condominium Corporation No. 1519.

“Declaration” shall mean the Declaration of the Corporation and all amendments thereto made in accordance with the Act.

“Guest” shall mean any visitor, invitee, licensee, employee, contractor or agent of an Owner or Resident.

“Owner” shall mean “owner” as defined in the Act for purposes of compliance with the Act and the Corporation’s Governing Documents.

“Property Manager” and/or “Management” shall mean the property management company appointed by the Corporation, its agents, employees or licensees as the context requires.

“Resident” shall mean anyone who is permitted to reside in a dwelling unit within the Corporation.

“Rules” shall mean the Rules passed by the Board from time to time and becoming effective in accordance with the Act.

“Tenant” shall mean any lessee or sub-lessee of a dwelling unit within the Corporation.

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

ENFORCEMENT AND LIABILITY

- 1.1 The Rules of the Corporation shall be enforced in accordance with the terms of the Act and the Corporation's Governing Documents and upon any such further terms as the Board may deem advisable in its sole discretion from time to time.
- 1.2 Failure to comply with any legislation in force from time to time, whether federal, provincial or municipal, which is applicable to the property and the Owners and/or Residents, is deemed a breach of these Rules.
- 1.3 Any and all losses, costs or damages, including, but not limited to, all legal fees, disbursements and taxes, incurred by the Corporation by reason of a breach of the Act and/or any provision in the Corporation's Governing Documents in force from time to time, by any Owner and/or Resident, or any person, thing or animal for whom or for which the Owner and/or Resident is responsible, shall be borne and/or paid for by the Owner and/or Resident and may be fully recovered by the Corporation against the Owner in the same manner as common expenses or as may be provided in the Act or in any other lawful manner (including an order of the Court or arbitrator directing compliance as provided for in Section 134 of the Act). Notwithstanding the foregoing, each Owner is ultimately liable to cover all costs, as herein provided, for those persons or things for which the Owner is responsible.
- 1.4 Should the Corporation use the oppression remedy against any Owner and/or Resident as provided for in Section 135 of the Act to protect the Corporation, its agents and employees and other Owners and/or Residents, it shall constitute enforcement under the Act as if it was an enforcement proceeding under Section 134 of the Act.
- 1.5 The Corporation endeavours to protect the personal property of Owners and/or Residents, however, the Corporation, its directors, officers, employees or agents are not liable whatsoever for any damages, costs or expenses howsoever caused with respect to any personal property of the Owners and/or Residents, including, without limitation, motor vehicles, bicycles and attachments or any other personal property of the Owners and/or Residents located within the units or on the Common Elements.
- 1.6 Any reference herein to a fee to be charged by the Corporation may be changed from time to time by the Board of Directors, acting reasonably.
- 1.7 No one shall, upon reasonable notice, deny entry to his or her unit to the Corporation or any person authorized by the Corporation to perform the objects and duties of the Corporation.

2. THE CONCIERGE

- 2.1 The Concierge, Property Manager and other permitted employees of the Corporation have the authority to act on behalf of the Board of Directors to enforce the Act and the Corporation's Governing Documents. The authority of the Concierge, Property Manager and other permitted employees of the Corporation includes the right to restrict anyone from using the facilities.
- 2.2 Only the Concierge, Property Manager and other permitted employees of the Corporation or Management are authorized to operate the concierge desk controls.
- 2.3 The Concierge keeps a book of standing authorizations (or one-off authorizations) for deliveries, service personnel, housekeeping staff, personal care staff, family and relatives of Owners/Residents. The Concierge may not access a unit for the purpose of delivering goods or allowing entry of repair or service personnel without an authorization document signed by the Owner and/or Resident. Authorizations provided by Owners/Residents through e-mail shall be accepted provided such authorization is sent from a registered e-mail account which has been provided to Management and kept on record. The Concierge is not permitted to allow unauthorized entries.
- 2.4 The Concierge or the Corporation is not responsible for any delivered goods or personal property that is left in the common areas or with the security staff. A parcel waiver form must be signed for all deliveries, including registered mail.
- 2.5 The Concierge keeps a digital register of keys (in and out) for visitors and agents for whom an appointment has been made or for whom advance written permission has been given by an Owner and/or Resident to enter his or her unit in the absence of the Owner and/or Resident. After proper identification has been shown to the Concierge, visitors must enter and sign their names in the register upon entering and leaving the building.
- 2.6 Keys from realtors or agents for pick-up by new Owners or Tenants can only be accepted by the Concierge if accompanied by a sign-off form to be signed by the new Owner or Tenant at the time of pick-up and returned to the realtor or agent. Keys left with the Concierge by Owners for use by realtors or agents for showings of the Owner's unit must be accompanied by the Owner's written authorization of such use, and keys shall only be released to the realtor or agent by the Concierge provided the realtor or agent has given advance notice of the showing to the Concierge, which may include a phone call to the Concierge by the realtor in the case of last minute showings.
- 2.7 The concierge desk telephones are to be used only by the staff.
- 2.8 The Concierge must be notified immediately of any serious malfunctions in the building's common areas or within the units and the Concierge shall notify the Property Manager.

3. FIRE

- 3.1 No one shall do or permit anything to be done in a unit, or bring or keep anything in a unit or on the Common Elements, which will in any way increase the risk of fire or the rate of fire insurance premiums with respect to any of the units or the Corporation itself, or on any property kept therein, nor obstruct or interfere with the rights of Owners and/or Residents, nor in any way injure or annoy them, nor conflict with the regulations of the relevant fire department, or with any insurance policy carried by the Corporation, nor conflict with any ordinances of the local board of health, or with any municipal by-law or any provincial or federal statute or regulation.
- 3.2 No smoking is permitted in the interior and exterior common areas including, but not limited to, halls, elevators, stairwells, lobbies, the Bellair Club and the front pad.
- 3.3 Natural Christmas trees or any parts thereof are not permitted in the building.
- 3.4 No one shall overload existing electrical circuits in their units.
- 3.5 No hazardous, combustible or offensive goods, products, or materials shall be stored or kept in the units or Common Elements, without the prior written consent of the Board. Offensive goods will be those judged to be offensive by the Property Manager or the Board of Directors in their sole discretion.
- 3.6 Garbage or smoke-causing materials may not be burned in any fireplace and flammable fuels are prohibited from being used to start fires.
- 3.7 All Owners and/or Residents are required to maintain regularly serviced smoke detectors and other fire prevention equipment within his or her unit, including, without limitation, fire extinguishers and emergency sprinkler systems.
- 3.8 Dryer vents must be regularly cleaned to prevent lint build up which is a fire hazard.

4. MOVING

(Also see Section 5 – Owners, Residents and Tenants)

- 4.1 No one shall move anything, including, but not limited to, furniture and equipment from one floor to another or in or out of the building except by the elevator designated for such purpose by the Property Manager and only after proper wall protection has been affixed by advance arrangement with the Property Manager.
- 4.2 Arrangements for using the elevator when moving in or out or from floor to floor must be made a minimum of seventy-two (72) hours in advance with the Property Manager.
- 4.3 Miscellaneous deliveries and furniture moves must be prearranged with the Concierge.
- 4.4 All bookings of the elevator require a Two Hundred and Fifty Dollar (\$250.00) security deposit, or such other amount as may reasonably be set by the Board from time to time, payable at the time of reservation by **Certified Cheque or Money Order**, and the Owner and/or Resident must complete the Elevator Reservation Agreement (Schedule "C"). When moving into the building or from floor to floor, the security deposit will be returned if, after inspection, no damage has occurred and an Owner's or Tenant's Undertaking and Information Sheet (Schedules "A" and "B" respectively), as applicable, has been completed and submitted to the Property Manager. When moving out, the security deposit will be returned if, after inspection, no damage has occurred and when all Common Element keys/fobs are returned to the Property Manager. If the elevator was booked for a delivery or movement of large items, the security deposit will be returned if, after inspection, no damage has occurred.
- 4.5 Moves and deliveries are restricted to Monday to Friday, between 12:00 p.m. and 5:00 p.m., and on Saturdays, between 9:00 a.m. and 7:00 p.m. No moving or deliveries shall take place on Sundays and statutory holidays. The elevator is available to be booked for **FOUR HOURS PER DAY ONLY**.
- 4.6 Movers must be adequately insured.
- 4.7 All furniture and other items must be taken directly from the elevator to the unit or from the unit to the elevator, as applicable. Nothing shall be placed or left in the hallway.
- 4.8 Where damage to the elevator and/or any other part of the Common Elements has been caused by the movers or by the movement of furniture and other items into or out of a unit, the Owner of the unit shall be responsible to the Corporation for the cost of repairing such damage. The cost of repair shall be assessed by the Property Manager as soon as possible after the move, on the basis of quotations.
- 4.9 All moves must be made through the loading dock. No items can be left in the loading dock area. No items of any type are allowed to be moved through the main lobby doors.

5. OWNERS, RESIDENTS AND TENANTS

- 5.1 Prior to moving into a unit and concurrent with the booking of an elevator for a move, each new Owner and/or Resident shall complete and deliver to Management the Owner's Undertaking and Information Sheet (Schedule "A") or the Tenant's Undertaking and Information Sheet (Schedule "B"), as applicable, and will subsequently revise it when required. This information is kept totally confidential in a locked filing cabinet. This information is necessary for the safety and security of all Residents.
- 5.2 Each dwelling unit shall be occupied and used only as a private singly-family residence and for no other purpose and no portion of the unit shall be partitioned or subdivided for any other use. For greater certainty, but without limiting the generality of the foregoing, no commercial use shall be permitted in or with respect to any unit. "Commercial Use" of a unit means, without limiting its generality:
- (a) the carrying on of a business or use of a unit for commercial, retail, institutional, industrial or other non-residential uses;
 - (b) the carrying on of a business or the operation of a business or professional office; provided that an incidental home-based office for private use ancillary to the main private, single family residential use of the unit shall be permitted, as long as such incidental use utilizes no more than one room of the unit, does not involve business visitors to the unit, reception, manufacturing or processing facilities, delivery or shipping of goods for manufacturing, processing or sale, attendance by persons in their capacity as employees, business agents or contractors, or use of any parking spaces for such incidental use and does not give rise to any noise, nuisance, disturbance or consumption of utilities in excess of normal residential use, any of which may be determined in the sole discretion of the Board acting reasonably; and
 - (c) hotel or boarding or lodging house use or any arrangement commonly known as time sharing.
- 5.3 An Owner may, without Board consent, lease his or her dwelling unit, provided that the minimum initial term for the lease shall not be less than one (1) year. The foregoing applies equally to any sublease of a dwelling unit. The leasing or subleasing of a dwelling unit on a daily, weekly or monthly basis is prohibited. In the event a Tenant abandons the unit prior to the expiry of the initial one-year term of the lease or the lease is terminated early by either the Owner or the Tenant due to exceptional, unforeseen circumstances, the Owner must notify the Corporation that the unit is no longer rented in accordance with Rule 5.6 below and the Owner shall not be permitted to lease the unit to a new Tenant within the unexpired term of the original lease without the prior approval of the Board.
- 5.4 All tenancies for units shall be in writing.

- 5.5 Within thirty (30) days of entering into a lease of a unit or a renewal thereof, and in any event prior to the commencement of the tenancy, or before granting the right to occupy a unit to another person, the Owner shall provide:
- (a) the Tenant/occupant with copies of the Corporation's Governing Documents;
 - (b) the Corporation with the name of the Tenant/occupant;
 - (c) the Corporation with the Owner's address for service of notices;
 - (d) the Corporation with a Summary of Lease in Form 5 Min.Reg.49/01 or a copy of the lease in accordance with S.83 (1)(b) of the Act; and
 - (e) such other information as the Board of Directors may from time to time reasonably require.
- 5.6 Within twenty (20) days of ceasing to rent a unit or within twenty (20) days of being advised that the Tenant has vacated or abandoned the unit, as the case may be, the Owner shall notify the Corporation in writing that the unit is no longer rented.
- 5.7 A unit which is subject to a lease may not be sublet by the Tenant and the Owner may not consent to a sublease of a unit, unless the Owner complies with these Rules, with necessary modifications (i.e. as though references to "Tenant" are references to "sub-tenant" and references to "lease" are references to "sub-lease", etc...).
- 5.8 A lease may not be assigned by a Tenant and the Owner may not consent to an assignment of a lease, unless the Owner is in compliance with these Rules, with necessary modifications.
- 5.9 Any person who occupies a unit in breach of these Rules shall be deemed a trespasser and entry to or upon the Common Elements may be expressly denied by the Corporation.

6. COMMON ELEMENTS AND UNITS

- 6.1 No articles or doormats shall be placed outside the individual doorways in the Common Elements.
- 6.2 Water shall not be left running unless in actual use.
- 6.3 No items, including, but not limited to, waste, garbage, rubbish or noxious or unusual substances shall be disposed into (or down) any toilet, sink or drain. No garbage disposal, nor any in-unit garbage disposal equipment or system, shall be installed or connected to any plumbing or drainage pipe or system serving any of the dwelling units, unless same is installed or connected by or on behalf of the Corporation. Any costs resulting from damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the Owner.
- 6.4 No one shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his or her unit or adjacent Common Elements. Owners and/or Residents shall immediately report to the Property Manager any incidents of pests, insects, vermin or rodents. Upon receipt of notice in writing, each Owner and/or Resident shall permit entry to his or her unit for the purpose of conducting pest control operations, including any spraying programs. Each Owner and/or Resident shall prepare the unit in the manner prescribed in the aforesaid notice and shall permit and facilitate entry into the unit by any authorized pest control personnel and shall co-operate in order to carry out the full extent of this Rule.
- 6.5 No sign, notice, advertising material, door knocker, wreath or other object shall be inscribed, painted, affixed, hung or placed on any part of the outside of any unit (nor on the inside of any unit visible from the outside thereof), nor upon or within any portion of the Common Elements whatsoever, without the prior written consent of the Board.
- 6.6 No auction or garage sale shall be held in the units or on the Common Elements. No "Open House" is permitted to be held for the sale or lease of a unit, save and except for an "Open House" for agents only.
- 6.7 No awnings, shades or shutters shall be erected over and/or outside of any windows, patios, balconies and/or front/rear yard areas, nor shall any exterior doors be removed, replaced or changed in any way, without the prior written consent of the Board. No screens or storm doors or windows shall be installed within any existing door or window openings which form part of the Common Elements without the prior written consent of the Board.
- 6.8 No tinted, coloured, mirrored or foil-lined interior window treatments or coverings shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the building. For greater clarity, only white or off-white window linings, backings or coverings (or only white or off-white window blinds or shutters) that are visible from the exterior of the building may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s).

- 6.9 No portable or window air-conditioning unit (or any appurtenances thereto) shall be installed within any unit or common area.
- 6.10 No one shall place, leave or permit to be placed or left in or upon the Common Elements (including those of which he or she has the exclusive use) any waste, debris, refuse or garbage except in those areas designated by the Board or Property Manager as a central garbage depository, and only on those days and times as are designated by the Board or the Property Manager from time to time.
- 6.11 Save and except for as specifically permitted in these Rules or otherwise contemplated in the Corporation's Governing Documents, nothing shall be placed, erected or installed in or on the Common Elements, including exclusive use Common Elements, without the written consent of the Corporation. Anything placed or installed in contravention of this Rule may be removed and stored by the Corporation or placed in warehouse storage with a company authorized to hold chattels in storage, all at the expense of the Owner.
- 6.12 Save as otherwise provided or contemplated in the Corporation's Governing Documents, the sidewalks, passageways, walkways, fire routes and driveways used in common by Residents shall not be obstructed or used for any purpose other than for ingress and egress to and from the units and/or the Common Elements.
- 6.13 No hanging or drying of clothes shall be allowed on (or within) any portion of the Common Elements (including balconies, terraces and exclusive use areas), and no pulley clothesline or other similar apparatus shall be affixed to any unit or common area.
- 6.14 Save and except for the communication control unit and the exclusive use Common Elements appurtenant thereto, no television antennae, satellite dish, aerial, tower or similar structure (nor any appurtenances thereto) shall be erected on, or fastened to, any unit or on any portion of the Common Elements, without the prior written consent of the Board.
- 6.15 No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on the Common Elements (including without limitation the grass, plants, hedges, shrubs, flowers and trees) nor place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the Common Elements, without the prior written consent of the Board or the Property Manager, provided however that the foregoing shall not be construed as preventing any Owner and/or Resident from planting and trimming his or her own small flowers and plants situated within any planter box located within any outdoor balcony, patio, or terrace area, the exclusive use of which has been designated or allocated to such Owner's and/or Resident's dwelling unit.
- 6.16 Roller-skating, skate-board riding, bicycling, ball throwing, street games (i.e. ball hockey, soccer) and other similar activities are strictly prohibited upon the Common Elements or within any parking unit(s).
- 6.17 No one shall congregate in the lobby and/or adjacent common areas. No one shall use the lobby and/or common areas for any purpose which may interfere with the use and enjoyment of the property by Residents, including, but not limited to, canvassing, loitering, lounging or entertaining.

- 6.18 Save and except for the central security system of the Corporation, no dwelling unit shall have installed in it an audible alarm system or doorbell without the prior approval of the Board, such approval to be given in the absolute discretion of the Board.

7. BALCONIES, PATIOS, TERRACES AND EXCLUSIVE USE AREAS

- 7.1 No one shall be permitted to install, place, store or use any type of barbeque equipment or facility within any unit or Common Element area, save and except for a natural gas barbeque (the size and specifications of which have been approved by the Board or the Property Manager) which is placed, stored and/or used solely within the outdoor exclusive use terrace area appurtenant to a dwelling unit, in accordance with Schedule "F" of the Declaration, provided that a natural gas outlet has been installed by the Corporation, or otherwise installed with the permission of the Corporation, within such outdoor terrace area. Under no circumstances shall any portable electric or propane barbeque be used or brought onto the Corporation's premises, nor shall any natural gas barbeque be placed, stored or used within any covered balcony or patio area. Nothing in this Rule, however, shall prohibit the Corporation from installing barbeque equipment on the large terraces which are not for the exclusive use of any dwelling unit.
- 7.2 Only planter boxes and/or seasonal furniture shall be placed on or within any patio, balcony or terrace area(s), provided same have first been approved by the Board or the Property Manager, and no patio, balcony or terrace area shall be used for any storage purposes whatsoever.
- 7.3 No one other than the Corporation shall be permitted to plant or install, within the confines of any outdoor balcony, patio or terrace area (nor anywhere else within the confines of the Corporation's premises) any trees, hedges, shrubbery or any other type of foliage or flora, without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefore approved by the Board or the Property Manager from time to time.
- 7.4 No one other than the Corporation shall be permitted to install any water feature(s) upon or within any outdoor balcony, patio or terrace area (nor anywhere else within the confines of the Corporation's premises) without the prior written consent of the Corporation, and except in accordance with the specifications and conditions therefore approved by the Board or the Property Manager from time to time.
- 7.5 Pools and/or hot tubs/Jacuzzis, trampolines, large exercise equipment and similar items are not permitted on exclusive use balconies, patios or terraces.
- 7.6 Nothing shall be placed on the outside of window sills or projections, nor upon any patio, balcony and/or terrace railings, without the prior written consent of the Board, and nothing shall be thrown or swept out of any windows, doors, balconies and/or terraces, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors, balconies and/or terraces, nor from any other portion of the Common Elements. No watering of plants or washing of balconies or terraces which results in water overflowing to floors below shall be permitted. Damp mopping is permitted.

8. PETS

- 8.1 No animals, reptiles, rodents, livestock or fowl of any kind shall be permitted within any unit or common area, other than two (2) pets per dwelling unit, with the term “pet” being defined restrictively to include only:
- (a) a canary, a budgie, or any other small bird that is kept in a cage at all times;
 - (b) a hamster, a gerbil, a guinea pig, a mouse or a rabbit that is kept in a cage at all times;
 - (c) one or more turtles that are kept in an enclosed container at all times;
 - (d) an aquarium of goldfish and/or tropical fish;
 - (e) a cat; and
 - (f) a dog (excluding pitbulls, dobermans, mastiffs, rottweilers, and any other similar breeds of dog that are customarily bred or trained as “guard dogs” or “attack dogs”).

Notwithstanding the foregoing, only one (1) dog per dwelling unit is permitted. For greater certainty, where a single dwelling unit is comprised of more than one unit according to the Corporation’s Declaration and Description, such dwelling unit constitutes one dwelling unit for the purposes of this Rule 8.1.

- 8.2 Notwithstanding Rule 8.1 above, any Resident with more than one (1) dog residing in his/her dwelling unit at the time of passing of these Rules is permitted to have such dogs continue residing in his/her dwelling unit provided that such dogs are registered in the Pet Registry maintained by the Property Manager within thirty (30) days of these Rules becoming effective. A Resident permitted to have more than one dog residing in his/her dwelling unit under this Rule shall not replace any permitted additional dog(s) and the one (1) dog per dwelling unit Rule will apply upon the permitted additional dog(s) no longer residing in the dwelling unit.
- 8.3 Pets residing in the Corporation at time of passing of these Rules and any new pets permitted to reside in the Corporation in accordance with the Rules must be registered in a Pet Register maintained by the Property Manager.
- 8.4 Every owner of a pet shall license and register the pet as required by the City of Toronto, and shall comply in all respects with existing by-laws, rules and regulations pertaining to the regulation, inoculation and licensing of animals within the Municipality.
- 8.5 No pets shall be allowed under any circumstances in the common areas of the Corporation’s premises, except to enter or exit the building.
- 8.6 When transporting pets throughout the interior common areas, all pets must be adequately constrained at all times (i.e. all birds, rodents and/or turtles must be kept in

their cage and all dogs and cats must be carried or held on a short leash by their respective owners).

- 8.7 No pet that is deemed to be a nuisance by the Board or the Property Manager (in their sole and absolute discretion) shall be kept in any unit or on any part of the Common Elements. Any Resident that keeps a pet on the property or any part thereof which has been deemed a nuisance by the Board or the Property Manager shall, within two weeks of receipt of a written notice from the Board or the Property Manager requesting the removal of such pet, permanently remove such pet from the property.
- 8.8 Each Resident must ensure that his or her pet does not defecate and/or urinate upon any unit or common area, and shall be obliged to clean up any mess that occurs thereon immediately thereafter. Should a pet owner fail to clean up after his or her pet as aforesaid, the pet shall be deemed a nuisance and the Owner of the unit in which the pet resides will be charged a cleaning fee by the Corporation.
- 8.9 The cost to repair any damage caused by a pet to the Common Elements is the responsibility of the pet owner and the Owner of the unit in which the pet resides is liable for all costs and expenses incurred by the Corporation to repair such damage.
- 8.10 No breeding of animals, whether for sale or other purposes, shall be carried on within any unit and/or the Common Elements.
- 8.11 Visitors are not permitted to bring pets into the Corporation.

9. PARKING

- 9.1 All vehicles parked within the confines of the Corporation's premises (whether belonging to Residents, visitors or otherwise) must have proper license plates and be in road-worthy condition. Failure to comply with the foregoing shall entitle the Corporation to give the owner or custodian of such vehicle notice to remove same forthwith from the Corporation's premises, and any failure to remove same after such notice shall entitle the Corporation to do so, all at the cost, risk and expense of the vehicle's owner and the unit Owner.
- 9.2 Only an automobile, motorcycle, station wagon, mini-van or truck, not exceeding 1.9 metres in height (each an "Authorized Vehicle"), shall be parked in a designated parking space and/or parking unit. No boat, snowmobile or recreational vehicle, nor any machinery or equipment whatsoever, and no boxes, shopping carts, containers, tires or other items shall be parked or stored on any portion of the Common Elements, nor in a designated parking space or parking unit. No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either in the Common Elements, or in any parking unit. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway or designated parking area.
- 9.3 No one shall lease or permit his/her parking unit to be used by anyone except for a Resident of the Corporation and the Owner and/or Resident must notify the Property Manager prior to same.
- 9.4 Those authorized shall park only in the parking unit registered for the Authorized Vehicle and only one Authorized Vehicle is to be parked in each parking unit and no resident shall park in a parking unit designated for visitors.
- 9.5 Motor vehicles must not exceed ten (10) k.m. per hour anywhere on the property.
- 9.6 No servicing, vacuuming, washing or repairs shall be made to any motor vehicle on the Common Elements or in a parking unit, except in such areas designated for that purpose.
- 9.7 The Owner of each parking unit shall maintain the unit in a clean and tidy condition including the elimination of oil or grease spills and where such is not done, the Corporation may have the parking unit cleaned and may charge the cost of such cleaning to the Owner.
- 9.8 Guests arriving by motor vehicle shall provide the Concierge with their license plate number and identify the name and/or unit number that they are visiting, and shall receive a parking ticket from the Concierge which they shall hand to the valet who will park their car. To retrieve vehicles, Guests must make the request in person at the Concierge desk and wait for the valet to bring their car from the garage to the front entrance.
- 9.9 Subject to availability and during such times when visitor parking is available to the Corporation, each dwelling unit is limited to the use of two (2) visitor parking spaces at any one time.

- 9.10 Any Resident expecting over thirty (30) Guests at any one time and requiring parking for such Guests must provide the Corporation or Property Manager with sufficient advance notice of the date and time of such event so that the Corporation or Property Manager can make arrangements for an additional valet during that time, and such Resident shall reimburse the Corporation for all costs and expenses in connection with the requirement for an additional valet.
- 9.11 No one shall park or use a motor vehicle on the property in contravention of these Rules. If this should occur, the person is liable to be fined or have the motor vehicle towed away from the property in accordance with city by-laws. If this occurs, the Corporation, its directors, officers, employees or agents will not be liable whatsoever for any damages, costs or expenses howsoever caused to the owner of the motor vehicle.

10. BICYCLES

- 10.1 All bicycles must be parked and/or stored in the designated area on P-1 level.
- 10.2 Bicycles must not be parked or stored in a parking unit or on any part of the Common Elements not designated for bicycle storage, including exclusive use balconies, patios and terraces.
- 10.3 Any bicycles chained to posts or rails located throughout the Common Elements will be removed and impounded at the bicycle owner's expense.
- 10.4 Residents using the bicycle storage areas designated by the Corporation will provide their own locks.
- 10.5 For safety reasons, bicycles must not be ridden up or down garage ramps or within the parking garage. Safety practices must be observed at all times.
- 10.6 Bicycles are not permitted to be taken through the lobby, corridors or elevators or any other part of the Common Elements.

11. RENOVATIONS TO UNITS AND/OR COMMON ELEMENTS

- 11.1 No change shall be made in a unit, including, but not limited to, no wall, floor, door or window, toilet, bathtub, washbasin, sink, heating, air-conditioning, plumbing or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided, however, that the provisions of this paragraph shall not require any Owner and/or Resident to obtain the written consent of the Corporation for the purpose of painting or wallpapering in unit.
- 11.2 No addition, alteration, or improvement, including any decoration or painting of any kind, shall be made to any portion of the Common Elements without the prior written approval of the Board and the execution of an AAI Agreement as such term is defined in the Declaration of the Corporation, and as contemplated by section 98(1)(b) of the Act in accordance with the provisions of section 47(n) of the Declaration.
- 11.3 No work that requires the written consent of the Corporation can be performed in a unit until the Owner of the unit in which the work is to be performed has, if the Property Manager or the Board determines it is necessary, entered into an agreement with the Corporation which governs the work to be performed. The agreement and all costs relating to the approval will be the responsibility of the Owner. The Board may require payment of a security deposit before approval is given.
- 11.4 In the interest of preserving and maintaining the common areas of the Corporation, particularly the elevators, carpets and walls, it is required that an Owner who has received approval under Rule 11.1 notify the Property Manager of any in-unit renovations or work at least one week in advance, in order to provide for necessary precautions. Such Owner will be responsible for any costs that may ensue to the Corporation or other Owners resulting from such work. The contractor or workmen must remove all debris from the building daily and the Owner and/or Resident must ensure that the Common Elements are kept clean and not damaged.
- 11.5 If there are any complaints from Residents that any work carried out by anyone creates a noise or nuisance or the Owner and/or Resident is in breach of his/her obligations under the Act or the Corporation's Governing Documents, the Corporation may by written notice to the Owner and/or Resident, require the Owner and/or Resident to remedy the breach. If the Owner and/or Resident fails to remedy the breach, as required by the Board, within the time specified by the Corporation, acting reasonably, in the written notice, any deposit submitted, if it has not been returned, shall be forfeited to the Corporation and the Corporation may remedy the breach. If the deposit has been returned to the Owner, the Owner will be responsible for any expenses and costs incurred by the Corporation to remedy the breach.
- 11.6 If an Owner wants to install a hard surface floor such as hard wood or tiles instead of carpeting, the written consent of the Corporation must be obtained. The Owner will be required to install and maintain sound attenuation materials as approved by the Board of Directors so as to prevent any noise disturbance to surrounding units and will agree in writing to be responsible for all costs of installation, maintenance and repair of the hard

surface floor and the sound attenuation materials and for the costs of damage caused to any portion of the Common Elements as a result of the installation of the hard surface flooring and sound attenuation materials.

- 11.7 Notwithstanding the Corporation's written consent to the installation of hard surface flooring, if the Corporation receives complaints about noise emanating from a particular unit, the Property Manager or the Board may, after being reasonably satisfied with the legitimacy of the complaints, require the Owner of the unit to take whatever steps are necessary to alleviate the noise, which may include, but is not limited to, the installation and maintenance of underpadding and/or carpeting, sufficient to prevent any noise disturbance to surrounding units, on at least 85% of all floor surfaces in each room within the dwelling unit, except for the kitchen, bathrooms and closets, if the Board in its reasonable discretion believes that such installation may alleviate the problem.

12. GARBAGE/RECYCLING

- 12.1 Hours of use for the garbage disposal chutes on all levels are 8:00 a.m. to 10:00 p.m. only.
- 12.2 All refuse is to be wrapped in plastic bags, securely tied and pushed down the chute.
- 12.3 Nothing shall be placed in any garbage chute which may result in the blockage of the chute.
- 12.4 No flammable materials and/or liquids may be placed down the chute.
- 12.5 All glass bottles, plastic containers, paper products and other recyclable materials must be separated from regular garbage and disposed of by the Resident in the appropriate bins in the recycling room on P-1 or in the designated bins located on each parking level.
- 12.6 All boxes or large articles that cannot be placed down the chute must be taken by the Owner to the recycling room on P-1.

13. NOISE AND DISTURBANCES

- 13.1 No one shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the Board of Directors or the Property Manager, may or does disturb the comfort or quiet enjoyment of the units or Common Elements by other Residents.
- 13.2 Repairs, hammering, drilling, or any other related activity which creates noise or disturbs in any way other Residents will only be permitted between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, statutory holidays excepted.
- 13.3 Radios, iPods, laptops, video games, DVD players and similar devices shall only be used by Residents and their Guests in or on the common areas with earphones and at a volume which no other person can hear.
- 13.4 No noise that is disturbing to other Residents is permitted at all between the hours of 9:30 p.m. and 7:30 a.m. any day of the week.
- 13.5 If the Corporation receives complaints about noise emanating from a unit, the Board may, after being reasonably satisfied with the legitimacy of the complaints, require the Resident and/or Owner of the unit to take whatever steps are necessary to alleviate the noise. Owners and/or Residents will take whatever steps are requested by the Corporation, acting reasonably, to eliminate the noise or nuisance at the Owner's sole cost and expense.

14. EMERGENCY PROCEDURES

- 14.1 In the event of any occurrence which requires emergency repair and/or cleanup and/or removal of items from a unit so that the Corporation can carry out required repairs, or prevent damage to property, where an Owner and/or Resident is not available to remove his or her/their personal belongings and/or upgrades, betterments or improvements and/or refuses to do so immediately, the Corporation shall, as part of its obligations to maintain and repair the Common Elements of the corporation and to mitigate damage where possible, remove from a unit the Owner's and/or Resident's personal belongings, upgrades, betterments and/or improvements that are required to be removed for that purpose, or for the protection of the items themselves. All costs incurred by the Corporation shall be the responsibility of the Owner.
- 14.2 In the event of any occurrence where hazardous substances may be involved which may pose a health risk to Residents, and emergency repair and/or clean up and removal of items from the unit is required so that the Corporation can carry out repairs, or prevent damage to property, the Corporation, not the Owner, shall, as part of its obligations to maintain and repair the Common Elements of the Corporation and to mitigate damage where possible, remove from a unit the Owner's and/or Resident's personal belongings, upgrades, betterments and/or improvements that are required to be removed for that purpose, or for the protection of the items themselves. All costs incurred by the Corporation shall be the responsibility of the Owner.
- 14.3 In the event of any hoarding in a dwelling unit which may pose a health risk or risk of personal injury to Residents or potential risk of damage to the property or assets of the Corporation and the Owner and/or Resident fails to clean up and remove items upon notice to do so, the Corporation may enter the dwelling unit to complete the work necessary to carry out these obligations on behalf of the Owner and/or Resident. All costs incurred by the Corporation will be recovered from the Owner and/or Resident of the dwelling unit, and any costs incurred by the Corporation shall be recoverable in accordance with Paragraph 1.3.

15. KEYS

- 15.1 All unit entrance locks must be keyed to the Corporation's master key. Any locks removed from the master key system temporarily due to an emergency situation, shall be returned to the master key system at the sole cost and expense of the Owner and/or Resident.
- 15.2 No one may change, remove, replace or re-key the lock or locks of a unit entry door without the written permission of the Corporation.
- 15.3 Purchasers or Tenants taking occupancy of a unit must register with the Property Manager prior to moving in and upon completion of an Owner's Undertaking and Information Sheet (Schedule "A") or a Tenant's Undertaking and Information Sheet (Schedule "B"), as applicable, and upon sufficient proof that they are entitled to occupy the unit which, in the Tenant's case, shall be satisfied by a letter of authority from the Owner, the Property Manager shall release the non-duplicable key fob to the Common Elements.
- 15.4 Residents must notify the Property Manager immediately of any lost key fob.

16. HARASSMENT AND INTERFERENCE

- 16.1 No one shall act in a manner that is deemed by the Board or Management to be unmanageable, rude, disruptive, aggressive, abusive, anti-social, threatening or harassing in nature towards any Board members, Management, employees, agents, invitees or contractors of the Corporation or Management, Owners, other Residents or Guests of other Residents.
- 16.2 No one shall interfere with, hinder or impede the Board, Management or either of their employees or agents from carrying out their duties and obligations pursuant to the Act, the Corporation's Governing Documents or any agreement to which the Corporation is a party.
- 16.3 The Corporation has adopted, as a rule of the Corporation, the Workplace Violence Prevention Policy and Workplace Discrimination and Harassment Prevention Policy attached hereto as Schedule "D". No one shall contravene the Workplace Violence Prevention Policy and Workplace Discrimination and Harassment Prevention Policy.

17. BELLAIR CLUB FACILITIES – GENERAL

- 17.1 The Bellair Club facilities are for the sole use and enjoyment of Residents, subject to the temporary use by permitted Guests as provided for in Rule 17.3 below. Unit Owners who do not actively reside in the building and who have leased their units are deemed to be non-residents for the purpose of this Rule and are not permitted to use any of the Corporation's facilities.
- 17.2 No Owner, who is not also a Resident, shall be entitled to obtain or keep an active fob permitting his use of the Corporation's facilities.
- 17.3 A maximum of two (2) Guests per dwelling unit are permitted at any one time to use all or any of the Bellair Club facilities, unless special arrangements have been made with the Corporation or the Property Manager in accordance with these Rules.
- 17.4 All Bellair Club facilities are used at the users' risk. The Corporation and its authorized agents are not responsible for accidents, lost or stolen property or any other damages, howsoever caused.
- 17.5 As there are no medical facilities available in the building, those on medication, with respiratory and/or heart problems or other physical disabilities are urged to consult a physician before using any of the Bellair Club facilities.
- 17.6 Except where specifically provided otherwise in these Rules, the minimum age for unaccompanied users of the Bellair Club facilities is 16 years of age. Anyone under the age of 16 must be accompanied and supervised by an adult Resident.
- 17.7 Appropriate attire is to be worn at all times while using the Bellair Club facilities. When moving to/from the swimming pool, whirlpool and/or sauna areas, robes and footwear are to be worn.
- 17.8 Each Resident must accompany his or her Guest(s) in the Bellair Club at all times.
- 17.9 Each Resident is responsible for ensuring that Guest(s) are fully aware of all Rules.
- 17.10 Radios, iPods, laptops, video games, DVD players and similar devices shall only be used by Residents and their Guests in the Bellair Club with earphones and at a volume which no other person can hear.
- 17.11 Cells phones may not be used anywhere in the Bellair Club.
- 17.12 Pets are not allowed in the Bellair Club at any time.
- 17.13 The use of Bellair Club facilities may be restricted during organized activities of the Corporation.
- 17.14 Except where specifically provided otherwise in these Rules, drinking and eating are prohibited in the Bellair Club. Notwithstanding the foregoing, water in plastic/metal containers is permitted in all Bellair Club facilities.

- 17.15 The costs related to any damage to the facilities caused by a Resident and/or his or her Guest(s) is the responsibility of the Resident and/or the Owner of the unit in which the Resident resides.
- 17.16 Boisterous behaviour of any sort, including yelling, running or rowdyism and other general forms of misconduct are not permitted within the Bellair Club at any time, and any person who commits same may be ejected from the Bellair Club by the Property Manager. The Property Manager shall have the unfettered discretion to determine what constitutes "boisterous behaviour".
- 17.17 No one shall conduct a business in the Bellair Club.

18. SWIMMING POOL

(Also see Section 17 – Bellair Club Facilities - General)

- 18.1 The swimming pool is unsupervised. It is strongly recommended that no one swim alone. The total number of bathers on the deck and pool area shall not exceed ten.
- 18.2 No one infected with a communicable disease or having open sores on his or her body will enter the swimming pool.
- 18.3 No one shall pollute the water in the swimming pool in any matter. Without limiting the generality of the foregoing, spitting pool water and blowing his or her nose in the pool or on the deck are prohibited.
- 18.4 Any child under the age of three (3) or any child lacking toilet training regardless of age, must wear special swim diapers when using the pool facilities. Changing of any diapers is not permitted within the pool area.
- 18.5 Each bather shall take a shower, using warm water and soap (which shall be thoroughly rinsed off) prior to entering the pool enclosure area. Building personnel have the authority to enquire and restrict or prohibit the use of the pool if it is determined in their sole discretion that any person has not abided by this Rule.
- 18.6 Suntan oils, lotions, creams or other such pre-sun or sun tanning preparations must be washed off before entry or re-entry into the swimming pool.
- 18.7 All persons with shoulder-length hair or longer must have hair tied back while in the swimming pool.
- 18.8 Inflatable children's toys or floats are not permitted in the pool.
- 18.9 In the event of an emergency, the emergency number 911 is posted above the wall telephone in the indoor pool area, which indoor telephone is within 50 feet of the pool. This line is designated for emergency use only and must not be used for any other purpose.
- 18.10 No diving or jumping into the swimming pool is permitted.
- 18.11 Proper swim attire must be worn in the swimming pool. Any form of clothing that is considered street clothing in the ordinary sense is not considered proper attire, i.e. cut off shorts.
- 18.12 The pool furniture within the indoor swimming area (on the deck) is not to be moved to the exterior.
- 18.13 No one shall bring breakable objects into the swimming pool area.

19. SAUNA AND WHIRLPOOL

(Also see Section 17 – Bellair Club Facilities - General)

- 19.1 Children under the age of 12 are prohibited from using the sauna and whirlpool.
- 19.2 It is recommended that no one use the sauna or whirlpool alone.
- 19.3 Prolonged use of the sauna may be injurious to your health (5 minutes is the recommended maximum).
- 19.4 The sauna door shall not be left open.
- 19.5 Each person shall observe a reasonable time limit of not more than 10-15 minutes of being in the whirlpool at any one time, and each person must take a 10-15 minutes cool down period before returning to the whirlpool; long exposure may result in nausea, dizziness or fainting.
- 19.6 Each person shall enter and exit the whirlpool slowly.
- 19.7 No one shall bring breakable objects into the sauna or whirlpool area.

20. EXERCISE/AEROBICS ROOM

(Also see Section 17 - – Bellair Club Facilities - General)

- 20.1 No one shall wear any sort of wet attire, including bathing suits, into the exercise room.
- 20.2 For the safety of all users of the exercise room, children under the age of 14 are prohibited from using any of the weight machines or exercise equipment, including, but not limited to, all weight equipment, cardio machines, free weights, and other items provided by the Corporation for use in the exercise room.
- 20.3 The exercise room is not a play area. For the safety of all users, toys and other items for non-exercise related use are not permitted in the exercise room.
- 20.4 All equipment shall be treated with reasonable care and caution.
- 20.5 Removal of any equipment from the exercise room for any purposes is prohibited.
- 20.6 Weights must be placed in the racks after use.
- 20.7 Machinery or equipment situate within the exercise/aerobics room must be wiped dry of any perspiration after each use.
- 20.8 Televisions must be turned off after use.
- 20.9 Lockers in the change room are only for use by Residents and/or permitted Guests while using the Bellair Club facilities.
- 20.10 Anyone using the lockers in the change room must supply their own locks.
- 20.11 Locks must not be left on any locker overnight.
- 20.12 The Corporation shall not be responsible for any loss or theft of any personal articles however caused or occasioned.
- 20.13 No one shall wear any wet or muddy footwear into the change rooms.
- 20.14 No powder may be used within the change rooms, as same creates a slippery, hazardous situation.

21. BILLIARDS ROOM

(Also see Section 17 – Bellair Club Facilities - General)

- 21.1 Advanced reservations are recommended and supersede anyone who has not booked. They may be made in person or by telephoning the recreation attendant.
- 21.2 A booking period is one-hour long. Multiple bookings will not be accepted. Two separate parties may book the same one hour period.
- 21.3 Cancellation must be made well in advance of booked times.
- 21.4 The Resident and his or her Guests must use one table.
- 21.5 Access to equipment is given by the Concierge.
- 21.6 After finishing with the use of the billiards room, cues, cue rests and billiard balls must be racked and stacked in the proper place.
- 21.7 Cues without tips are strictly prohibited from being used within the billiard room, and broken cues are to be delivered to the Property Manager.

22. PARTY ROOM, DINING ROOM WITH KITCHEN, MEETING ROOM, LOUNGES (THE "ROOMS")

(Also see Section 17 – Bellair Club Facilities - General)

- 22.1 The enjoyment of food and beverages is permitted within the Rooms during such times, and subject to such restrictions, as the Property Manager and/or Board of Directors may decide from time to time.
- 22.2 No furniture may be removed from the Rooms whatsoever.
- 22.3 Residents may book the Rooms for use by the Resident and more than two (2) Guests. All bookings for the Rooms shall be made with the Property Manager at the management office during regular business hours and should be made no more than six months in advance. The Property Manager may require such information, as it decides in its sole discretion, is reasonable from any party applying for use of any of the Rooms.
- 22.4 Any application form supplied by Management to the applying party (applicant), shall be completed in full and signed by the applicant and returned to the Property Manager.
- 22.5 The Property Manager shall request, and the applicant shall provide, a security/cleaning deposit, in such sums as the Board may determine at the time of reservation. If this security cleaning deposit is not paid to the Corporation by the way of certified cheque, or bank draft, at least two weeks prior to the reserved date, then the Property Manager shall cancel the reservation.
- 22.6 Subsequent to any event being held within the Rooms, the Property Manager shall determine if any damage has been occasioned to the Room and shall notify the Resident who rented the room in writing as to the determination. If no damage has occurred to any Room than the security/cleaning deposit less cleaning charges shall be returned to the Resident who used the Room. If there is damage, the Property Manager shall be empowered to apply the security/cleaning deposit first against any and all damage. In the event the deposit is insufficient to pay for the damage and cleaning expenses, than the Resident shall immediately reimburse the Corporation for all sums expended by the Property Manager in excess to the security deposit amount to repair the damage and clean the Room(s).
- 22.7 Reservations must be cancelled no later than 14 days prior to the reserved date, except if the reservation is on a designated holiday, in which case the cancellation must be made at least one month in advance of the reserved date, and any cancellations within the final month prior to the reservation date shall result in the forfeiture of the security/cleaning deposit.
- 22.8 All functions within the Rooms must be terminated as of 12:00 a.m. and the Room thereafter immediately vacated by all persons.
- 22.9 No bookings of the Rooms are permitted on New Year's Eve.

- 22.10 A security guard, pursuant to the terms and provisions of the Declaration of the Corporation, must be retained to monitor the access to and egress from the Rooms during the reserved event. Such security guard shall be reimbursed or compensated by the party in whose name the reservation was made.
- 22.11 Liquor cannot be sold, whether for profit or otherwise, at any function within the Room(s).
- 22.12 Notwithstanding the above, none of the Corporation's facilities may be used for functions for which payment and/or an admission fee is required, except for events held on behalf of a registered charity. The Corporation may require proof of such charitable status at the time of booking.

23. GUEST SUITES

- 23.1 Guest suites are available by reservation on a first come, first served basis.
- 23.2 A security/damage/cleaning charge may be levied by the Board of Directors for every day/night the guest suite is occupied, in such amounts as the Corporation may determine from time to time.
- 23.3 The Corporation may impose conditions on the use of the guest suite as it deems reasonable in its sole and unfettered discretion.
- 23.4 The maximum stay for the Guest of a Resident within the guest suite is seven (7) consecutive nights.
- 23.5 Residents who have reserved a guest suite for the maximum seven (7) days, or with more than three (3) separate reservations in any given month, shall be given last priority for additional reservations in the same month and shall only be permitted to reserve a guest suite in such month if a guest suite is still available 24 hrs. before the night of the desired reservation.
- 23.6 The guest suite shall not be occupied prior to 3:00 p.m. on the day of reservation and on the last day of use, shall be vacated no later than 11:00 a.m.
- 23.7 The guest suite telephone shall only be used for local calls, and for the dialing of 911.
- 23.8 Smoking is not permitted in guest suites.
- 23.9 The Resident is responsible for damages, losses or liabilities, caused or occasioned by his or her Guest. An inspection of the suite subsequent to the Guest's stay shall be conducted by the Property Manager or housekeeping staff to ascertain whether any damage has been done to the guest suite's finishing and/or the Common Elements. In the event that the Property Manager, in his or her sole discretion determines that there has been damage occasioned to the suite by the Guest, then the Property Manager shall provide a written report to the Resident, along with an invoice for payment of all costs relating to the repair and/or clean up of the damage.
- 23.10 The Resident and Guest shall jointly fill out the Guest suite acknowledgement and waiver of liability form, which form shall be drafted in accordance with the directions of the Board of Directors.
- 23.11 Guests are responsible for all personal items left within the guest suite and the Corporation shall bear no responsibility for the theft, damage, or destruction of any belongings of the Guests.
- 23.12 Guests of Residents shall sign a written acknowledgement prepared by the solicitor of the Corporation or the Property Manager, acknowledging and agreeing that the occupancy of the guest room does not create the relationship of Landlord and Tenant as between the Corporation and the Guest. To further reinforce this agreement, security/cleaning charges shall be paid by the Resident to the Corporation in advance, and neither the Board of

Directors nor Property Manager shall accept direct payment from the Guest who is using the guest suite.

SCHEDULE "A"
OWNER'S UNDERTAKING AND INFORMATION SHEET

Toronto Standard Condominium Corporation No. 1519

Unit:		Level:		Unit:	
Parking Unit:		Level:			
Tenant's Licence Number:				(if applicable)	
Municipal Address:				Unit:	
Telephone No.:					

I/We, _____ the undersigned, as owner(s) of Unit No. _____, _____, being Unit _____, Level _____, according to Toronto Standard Condominium Plan No. 1519 (the "Unit"), do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said Unit that I/we shall comply with the provisions of the Condominium Act, S.O., 1998, c.19 and Regulations thereto (the "Act"), and all subsequent amendments thereto and also the Declaration, By-laws and Rules (the "Governing Documents") of Toronto Standard Condominium Corporation No. 1519 (the "Corporation").

I/We acknowledge that I am/we are subject to the provisions contained in the Act and the Corporation's Governing Documents.

I/We further acknowledge receipt of the Corporation's Governing Documents.

I/We intend to occupy the Unit with the following persons:

●
●
●
●

as our residence and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the Act and the Corporation's Governing Documents;

OR (strike out the paragraph which does not apply)

I/We intend that the Unit will be occupied by the following persons:

●
●
●
●

as their residence and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the Unit, subject always to their right to have guests and visitors from time to time in accordance with the Corporation's Governing Documents.

I hereby give consent to the Corporation to provide me with notice by e-mail at the following e-mail address: _____ and to notify the Corporation of any change in my e-mail address.

DATED the ____ day of _____, 20●

Name

Name

SCHEDULE "B"

TENANT'S UNDERTAKING AND INFORMATION SHEET

Toronto Standard Condominium Corporation No. 1519

Unit:		Level:		Unit:	
Parking Unit:		Level:			
Tenant's Licence Number;				(if applicable)	
Municipal Address:				Unit:	
Landlord's Name:					
Landlord's Permanent Address:					
Telephone No.:					
Term of the Lease:					
Commencement Date:					

I/We, _____ the undersigned, as tenant(s) of Unit No. _____, being Unit _____, Level _____, according to Toronto Standard Condominium Plan No. 1519 (the "Unit"), do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said Unit that I/we shall comply with the provisions of the *Condominium Act*, S.O. 1998, c.19 and Regulations thereto (the "Act"), and all subsequent amendments thereto and also the Declaration, By-laws and Rules (the "Governing Documents") of Toronto Standard Condominium Corporation No. 1519 (the "Corporation").

I/We acknowledge that I am/we are subject to the provisions contained in the Act and the Corporation's Governing Documents.

I/We further acknowledge receipt of the Corporation's Governing Documents.

I/We intend to occupy the Unit with the following persons:

●
●
●
●

as our residence for the stated term of the lease accompanying this Information Form and for no other purpose and I/we further acknowledge and agree that only those persons named herein will

be entitled to reside in the Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the Corporation's Governing Documents.

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Unit contravenes the provisions of the Corporation's Governing Documents, my/our tenancy may be terminated in accordance with the provisions of the Act.

I hereby give consent to the Corporation to provide me with notice by e-mail at the following e-mail address: _____ and to notify the Corporation of any change in my e-mail address.

DATED the ____ day of _____, 20●

Name

Name

SCHEDULE "C"

ELEVATOR RESERVATION AGREEMENT

DATE OF AGREEMENT:				20__	
LICENSOR:	Toronto Standard Condominium Corporation No. 1519				
LICENSEE:				(OWNER-TENANT)	
UNIT TELEPHONE:	BUSINESS:		HOME:		
OWNER OF UNIT:					
MOVE-IN		MOVE – OUT		DELIVERY	(Circle one)
DATE OF USE:					
PERIOD OF USE:	FROM:		TO:		

The Licensor shall permit the Licensee to use the Licensor's elevator (the "Elevator") for the purpose, on the date and during the time specified above, and the Licensee agrees to so use the Elevator or cause it to be used, all upon the following terms and conditions:

1. Security Deposit:

The Licensee shall pay to the Licensor, upon signing this Agreement, a security deposit of \$250.00, or such other amount as may reasonably be set by the Board from time to time. Such payment shall be made by money order or certified cheque payable to the Licensor before the elevator will be made available.

2. Inspection:

The Licensee, together with the building superintendent or a representative of the Licensor, shall conduct an inspection of the Elevator and the parts of the Common Elements affected by the move or delivery:

- (a) immediately prior to using the Elevator; and
- (b) upon completion of the move or delivery.

Any damage noted during the re-inspection that was not noted on the initial inspection shall be deemed to have been caused by the move or delivery. If the Licensee fails to attend any such inspection, the determination of the Property Manager or the representative of the Licensor as to any damage shall be final and conclusive.

3. **Period of Use:**

The Licensee shall use the Elevator or permit it to be used only during the Period of Use, subject to any extension of time granted by the Licensor.

4. **Obstructions:**

The Licensee shall not obstruct or permit to be obstructed corridors or elevator lobbies prior to, during or after the Period of Use. If Licensee's move or delivery takes place on a Monday or Wednesday, the driver of Licensee's moving vehicle must be available within a one minute period to move the vehicle to allow for the garbage to be picked up. A garbage truck will not wait longer than one minute and if the garbage truck leaves due to a delay related to Licensee's move or delivery, the cost to the Licensor to arrange for a special pick-up will be the responsibility of the Licensee and will be deducted from the security deposit. The Licensee shall be responsible for removing or disposing of containers used for the move or delivery. NO LARGE ITEMS ARE TO BE LEFT BEHIND OR DISPOSED OF IN THE LARGE BINS. ALL CARDBOARD BOXES MUST BE BROKEN DOWN AND DISPOSED OF IN THE LARGE TRASH BINS LOCATED NEAR THE MOVING AREA. IF THE BOXES ARE NOT BROKEN DOWN AND DISPOSED OF PROPERLY, A SERVICE CHARGE WILL APPLY AND WILL BE DEDUCTED FROM THE SECURITY DEPOSIT.

5. **Unauthorized Entry:**

The Licensee shall take or cause to be taken reasonable precautions to prevent unauthorized entry into the building through the doors used for the move or delivery while the doors are kept open for that purpose.

6. **Liability for Damage:**

The Licensee shall be liable to the Licensor for the full cost of repairing any damage caused or deemed to be caused by the Licensee to the Elevator or the portions of the Common Elements affected by the move or delivery.

7. **Repair Cost:**

The Licensor shall be entitled to determine, in its sole discretion, by whom, when and how the repair of the damage shall be carried out. The Licensor shall, as soon as reasonably practicable after the Date of Use, estimate the cost of the repair and/or removal of goods. After completion of the repairs, the Licensor shall notify the Licensee of the invoiced cost of the repairs. The Licensee, upon request to the Licensor shall be entitled to examine such invoices at the office during normal business hours.

8. **Payment of Repair Cost:**

The Licensee authorizes the Licensor to apply the security deposit paid by the Licensee towards the estimated cost of the repairs. If the final invoiced cost is less than the amount so applied, the Licensor shall refund the difference to the Licensee. If the final invoiced cost exceeds the amount so applied, the Licensee shall pay the excess to the Licensor on demand. If the excess is not paid when due, the Licensee shall pay interest thereon at the rate of 24% per annum (as well

after as before judgment) from the date of demand to the date of payment in full together with all costs of collection incurred by the Licensor, including legal costs, disbursements and taxes. All amounts due to the Licensor by the Licensee hereunder are deemed to be additional contributions to the common expenses attributable to the Licensee's unit and will be recoverable as such.

9. Refund of Security Deposit:

If no damage is noted on the re-inspection, the Licensor shall, subject to section 10, refund the security deposit to the Licensee within three workings days after the Date of Use. If there is damage or goods which require removal and it is noted on the re-inspection, the Licensor shall refund to the Licensee the balance, if any, of the security deposit after applying it towards payment of the estimated repair costs. Such refund shall be effected promptly after determination of the estimated repair cost.

10. Surrender of keys, etc.:

If the use of the Elevator relates to the Licensee's move out of the building, the security deposit or the undeducted part thereof shall not be refunded unless the Licensee has surrendered to the Licensor all common element keys/fobs.

MOVES/DELIVERIES MUST BE BETWEEN 12 P.M. AND 8 P.M., MONDAY TO FRIDAY, AND BETWEEN 9 A.M. AND 5 P.M. ON SATURDAYS. NO MOVES/DELIVERIES WILL TAKE PLACE ON SUNDAYS OR STATUTORY HOLIDAYS.

Licensee(s):

_____ Name

_____ Name

INSPECTION REPORT

Area Inspected	BEFORE	AFTER
Loading dock areas		
Moving room and doors		
Ground level lobby and doors		
Elevator doors/frame		
Corridor floor/walls		
Fixtures		
Unit door		

Authorized Signature



CERTIFIED CHEQUE / MONEY ORDER RETURNED _____

Date

Cheque Received SIGNED:

Owner's/Tenant's Signature

SCHEDULE “D”

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1519 (the “Corporation”)

WORKPLACE VIOLENCE PREVENTION POLICY AND WORKPLACE DISCRIMINATION AND HARASSMENT PREVENTION POLICY APPENDED TO RULES REGARDING HARASSMENT AND INTERFERENCE

A. WORKPLACE VIOLENCE PREVENTION POLICY

1. Statement of Policy

The Corporation is comprised of 133 dwelling units, 192 parking units, 16 parking/locker units, 90 hobby/storage units, 22 locker units and 1 communication control unit and located at 10 Bellair Street, Toronto, Ontario M5R 3T8, and is committed to the prevention of workplace violence and is ultimately responsible for the health and safety of all workers within its facilities. This includes the health and safety of the Corporation’s employees and the employees of companies that provide services to the Corporation. The Corporation will take whatever steps are reasonable to protect its workers from workplace violence from all sources.

2. Definitions

Workplace violence is defined to be:

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

3. Application of Policy

Violent behaviour in the workplace is unacceptable from anyone. This policy applies to all persons who may be in any workplace of the Corporation. This includes the Corporation’s employees, employees of other companies that provide services to the Corporation, visitors, guests, current and prospective unit owners and residents. A workplace of the Corporation is any place at which workers of the Corporation work, including the units, common elements, as well as any shared facilities. Everyone in the workplace must be dedicated to preventing workplace violence. The management team, board members of self-managed corporations, supervisors and all other workers are expected to uphold this policy and will be held accountable by the Corporation for doing so.

4. **Workplace Violence Prevention Program**

The Corporation has developed a Workplace Violence Prevention Program that implements this Workplace Violence Prevention Policy. It includes:

- (a) an assessment of the risk of workplace violence;
- (b) measures and procedures to protect workers from workplace violence;
- (c) a means of summoning immediate assistance in the event of a violent or potentially violent incident;
- (d) a process for workers to report incidents or raise concerns of workplace violence;
- (e) a process for investigating incidents of workplace violence; and
- (f) periodic reassessment of the Corporation's Workplace Violence Prevention Policy and Workplace Violence Prevention Program.

The Corporation will ensure that this Workplace Violence Prevention Policy and the supporting Workplace Violence Prevention Program are implemented and maintained and that all workers and supervisors have the appropriate information and instruction to protect them and their co-workers from violence in the workplace.

5. **Responsibility**

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

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

B. WORKPLACE DISCRIMINATION AND HARASSMENT PREVENTION POLICY

1. **Statement of Policy**

The Corporation recognizes the dignity and worth of all persons and to that end believes in providing and maintaining a work environment in which all employees of the Corporation and employees of companies providing services to the Corporation, owners, residents, guests and visitors are free from workplace harassment.

2. Prohibited Discrimination and Harassment

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

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

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

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

3. Definitions

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

- (a) “Workplace” for the Corporation’s purposes means any place in the Corporation or shared facilities, if any, where work-related activities are conducted.
- (b) “Harassment” means engaging in a course of vexatious comment or conduct that is known, or ought reasonably to be known, to be unwelcome. It includes unwelcome, unwanted, offensive, or objectionable conduct that may have the effect of:
 - (i) creating an intimidating, hostile or offensive work environment;
 - (ii) interfering with an individual’s work performance;
 - (iii) adversely affecting an individual’s employment relationship; and/or
 - (iv) denying an individual dignity and respect.

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

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

- humiliating an employee of the Corporation or another employer's worker, in front of co-workers, owners, residents, visitors, guests or another employer's workers;
 - (v) the making of any work-related decision (including matters of hiring, promotion, compensation, work assignments, evaluations, training or job security) on the basis of any of the prohibited grounds rather than on the basis of merit;
 - (vi) comments which are intended, or that ought reasonably to be known, to promote stereotyping of a person or persons on any of the prohibited grounds;
 - (vii) jokes or comments which draw attention, for example, to a person's disability, age, ethnic, racial, or religious background or affiliation or which draw attention to a person's gender or sexual orientation with the effect of undermining such a person's role in a professional or business environment or that by their nature are known or ought reasonably to be known to be embarrassing or offensive;
 - (viii) derogatory remarks, verbal abuse or threats directed towards members of one gender or regarding the sexual orientation of an individual or individuals or with respect to the ethnic, racial or religious background or affiliation of an individual or group; and/or
 - (ix) bullying.
- (c) "Sexual Harassment" is any unsolicited conduct, comment, or physical contact of a sexual nature that is unwelcome by the recipient. It includes, but is not limited to:
- (i) any unwelcome sexual advances (oral, written or physical);
 - (ii) requests for sexual favours;
 - (iii) unwelcome sexual or gender related comments, innuendoes, remarks, jokes or taunts;
 - (iv) unnecessary physical contact such as patting, touching, pinching or hitting;
 - (v) displays of sexually degrading, offensive or derogatory material such as graffiti or pictures;
 - (vi) physical or sexual assault;
 - (vii) propositions of physical intimacy;

- (viii) bragging about sexual prowess;
- (ix) leering or inappropriate staring;
- (x) inquiries or comments about a person's sex life or sexual behaviour; and/or
- (xi) sexual jokes or stories causing embarrassment or offence, that are told or carried out after the person telling the story or joke has been advised that they are embarrassing or offensive or that by their very nature are known or ought reasonably to be known to be embarrassing or offensive.

4. **Application of Policy**

This policy applies to all employees of the Corporation and employees of companies that provide services to the Corporation, visitors, guests, current and prospective unit owners and residents. This policy covers all forms of discrimination or harassment prohibited under the *Human Rights Code* and the *Occupational Health and Safety Act*.

This policy applies not only during working time, but to and during any activities on or off the premises of the Corporation that could reasonably be associated with the workplace including work related social events.

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

In order to implement this Workplace Discrimination and Harassment Prevention Policy, the Corporation has developed the following Workplace Discrimination and Harassment Prevention Program. That Program, as more fully set out in the Program documents:

- (a) includes measures and procedures for workers to report incidents of workplace discrimination or harassment;
- (b) sets out how the Corporation will investigate and deal with incidents and complaints of workplace discrimination and harassment; and
- (c) sets out the information, instruction and training that will be provided to all the workers of the Corporation with respect to this policy and the supporting Workplace Discrimination and Harassment Prevention Program.

6. **Responsibility**

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

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

The management team, board members of self-managed corporations and supervisors are responsible for providing a work environment that is free from workplace discrimination and

harassment. This responsibility includes actively promoting a positive, harassment and discrimination free, work environment.

7. Investigations of Discrimination or Harassment

All complaints, reports or allegations, formal and informal, of workplace discrimination and harassment will be investigated in accordance with the Workplace Discrimination and Harassment Prevention Program of the Corporation.

C. GENERAL

1. Consequences

The Corporation, if the violator is an employee of the Corporation, has the sole responsibility and authority to determine the appropriate disciplinary action, if any, for a violation of the Workplace Violence Prevention Policy and/or the Workplace Discrimination and Harassment Prevention Policy. Disciplinary action for violations of these policies will take into consideration the nature and impact of the violation, and may include discipline from a verbal or written reprimand to termination of employment without notice or compensation. If the violator works for one of the Corporation's suppliers, the Corporation may require the supplier to take disciplinary action satisfactory to the Corporation before permitting the violator to provide further services to the Corporation on behalf of the supplier or may require the supplier to provide its goods/services via another employee or both. If the violator is a resident, guest or visitor, the Corporation may pursue any and all legal remedies necessary to protect workers from further harm, which may include the involvement of police, a cease and desist order and/or a restraining order. If any work is required to be performed by the Corporation in a unit where a violator resides, the Corporation may prohibit such violator from being present in the unit while such work or repairs is being completed.

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

2. Reprisals

Retaliation or reprisals are prohibited against any individual who has complained of workplace violence, discrimination or harassment under these policies, or has provided information regarding such a complaint. Any such retaliation or reprisal is subject to disciplinary action, up to and including termination of employment without notice or compensation. If a complaint is made against one of the the Corporation's suppliers and the supplier retaliates against the complainant, the Corporation may require the supplier to take disciplinary action satisfactory to the Corporation before permitting the violator to provide further services to the Corporation on behalf of the supplier, or may require that goods/services are provided through a different

employee or both. Alleged retaliation or reprisals are subject to the same complaint procedures and penalties as complaints of discrimination and harassment.

3. Confidentiality

The Corporation recognizes that individuals may find it difficult to come forward with a complaint under this policy because of concerns of confidentiality. Therefore, all complaints concerning workplace violence or discrimination or harassment, as well as the names of parties involved, shall, to the degree possible, be treated as confidential. However, the Corporation's obligations, including the obligation to conduct an investigation into the alleged complaint may require limited disclosure. At the conclusion of each complaint process, all related documentation will be maintained for safe-keeping in a confidential manner in the management office or with the President of the Corporation's board of directors if the corporation is self-managed.

4. Complaints Against Third Parties

The Corporation recognizes that a worker may be subject to workplace violence, discrimination or harassment by co-workers, employees of other companies that provide services to the Corporation, current and prospective unit owners and residents, visitors, guests and by others who conduct business with the Corporation.

A worker who believes that he or she has been subjected to discrimination or harassment by a person who does not work for the Corporation may seek the advice of the management team or board members of self-managed corporations who will take whatever action is practicable and appropriate in the circumstances. The Corporation's board of directors intends to pass this policy as a rule of the Corporation, so that breaches of the policy by unit owners/tenants/visitors/guests shall be dealt with as a breach of the Corporation's rules.

5. Commitment

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

President of Board of Directors

Date