

## RULES

### The Terraces On The Green YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1069

#### TABLE OF CONTENTS

	<u>Section</u>
GUIDELINES FOR LIVING AT The Terraces On The Green	I
DEFINITIONS	II
GENERAL RULES	III
PETS	IV
VISITORS' PARKING	V
RECREATIONAL FACILITIES	VI
General	
Sauna & Steam Room	
Party Room, Roof Terrace	
Fitness Room	
Change Room	
IN-SUITE LIVING	VII
Noise	
Garbage Disposal	
Pest Control	
Keys	
External Features	
Barbecues	
FIRE SAFETY	VIII
CHRISTMAS TREES	IX
ELEVATORS	X
SOLICITING	XI
MANAGEMENT OFFICE	XII
MOVING	XIII
RENTERS	XIV
ENFORCEMENT	XV
RULES GOVERNING USE AND RENTAL OF LOUNGE, PARTY ROOM AND ASSOCIATED SERVICE AREA	XVII

## I. GUIDELINES FOR LIVING AT TERRACES ON THE GREEN

The authority for the Board to issue rules is Section 58 (1) of *The Condominium Act 1998*: "The Board may make, amend or repeal rules respecting the use of the common elements and units to,..... promote the safety, security or welfare of the owners and of the property and assets of the corporation; ..... or (to) prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the corporation."

These rules extend to all present and future owners, tenants and residents of units, their families, guests, invitees or agents as provided for in Section 119, of the Act and in the Declaration, all of whom shall be subject to and shall comply with the provisions of the Act, the Declaration, the By-Laws and any other rules and regulations of the Corporation which are established from time to time.

In addition to all other means of enforcement available to the Corporation, your attention is directed to Section 134 of the Act which provides that where a duty imposed by the Act, the Declaration, the By-Laws or the Rules is not performed, the Corporation may obtain enforcement by an order of court directing the performance of the duty.

Above all, the rules are intended to provide the basis for making TERRACES ON THE GREEN a pleasant, safe complex in which we can all take pride. Observance of these rules and thoughtful consideration of others will be for the benefit of all, and will ensure the continuation of the high quality of our community.

Finally, you are urged to familiarize yourself with the Rules and ensure that you, the members of your family, your tenants and your guests abide by them. You will, in this way, assist your Board and the Manager in keeping TERRACES ON THE GREEN a community in which we can all enjoy the facilities, have the amount of privacy each of us desires, and at the same time, have a feeling of security.

## II. DEFINITIONS

Gender                    The use of the masculine or feminine shall include the masculine, feminine and neuter genders, and the use of the singular shall include the plural whenever the context so requires.

Owner	The registered owner(s) and resident family members.
Tenant	Rental resident(s) or lessee(s)
Resident	An owner, tenant or other occupant
Suite/Unit	The dwelling unit of a resident as specified in the documents governing unit boundaries
Common Elements	All the property except the suites/units
The Manager	The representative(s) of the Corporation engaged by the Board to manage the property
The Board	The Board of Directors
The Corporation	York Region Standard Condominium Corporation No.1069 or The Terraces On The Green
The Act	<i>The Condominium Act, 1998</i> , its regulations and any amendments thereto created pursuant to (the "Act") and other terms used herein shall have ascribed to them the definitions contained in the Act, unless the context herein or the definitions below otherwise require.

### III. GENERAL

1. All resident-owners shall provide the Board with the names, business and home phone numbers of those who reside with them, and the name, address and phone number of a relative or a person to be contacted in an emergency.
2. All non-resident owners shall provide the Board with their names, addresses, business and home phone numbers and shall notify the board of any change in address.
3. The Manager, superintendents and other employees are authorized to act on behalf of the Board to enforce the Rules and Regulations of the Corporation. They have the right to restrict visitors or residents from using facilities if so warranted.
4. Residents are required to wear proper attire when using common hall ways, entrances or elevators. Shoes and shirts shall be worn at all times. Clothing is required over bathing suits while walking to and from recreational facilities.
5. Residents shall not lend or give their keys or passcards to non-residents to allow access to the premises.
6. Please do not permit anyone, whom you do not know personally to be a resident, into the building while you are entering.

7. All non-resident owners are prohibited from using the common elements including recreational facilities. Suite owners who do not reside at The Terraces On The Green and who have leased their units to a resident shall be deemed and considered to be non-residents.
8. No sign, advertisement or notice other than the usual sign of a condominium declarant offering a unit for sale or rent shall appear inside or outside the building or common elements save and except the bulletin boards.
9. No sale of goods or personal property, an auction or "in-house" garage sale shall be held on the common elements without the prior approval of the Board.
10. All residents and their guests, visitors and licensees from time to time shall use the paved walkways when entering or leaving the buildings. They should not cut across lawns or landscaped areas.
11. No one shall mutilate, destroy, alter or litter any landscaping. This includes trees, shrubs, hedges, flowers, lawns and flower beds.
12. No television antenna, aerial, tower or similar structure shall be erected on or fastened to any of the common elements. A satellite dish with a diameter not exceeding 18' is permitted on balconies and terraces.
13. No building, structure or tent shall be erected, located or stored on the common elements.
14. For safety reasons, roller skating, bicycle riding and similar activities are prohibited anywhere inside the building or on any of the external common elements except travelled roadways.
15. Children are not allowed to use the lobbies, corridors, elevators, stairways or the underground garage as play areas.
16. The activity rooms and their facilities must be cleaned and/or tidied up thoroughly after each use. In the event of failure to do so, please advise either the Manager or the superintendent immediately.
17. If you are responsible for any spill or mess on the common elements, please remove it. If you are unable to do so, advise either the Manager or the superintendent immediately.
18. No mats, overshoes, rubbers, boots, carriages, or other objects, shall be left on the floor outside unit entrances.

19. Nothing shall be done to alter or change the outside appearance of the building in any way. The prior approval of the Board is required to paint any of the externally exposed areas, or to undertake any similar activity.
20. The units are provided with off-white vertical louvre drapes to present a uniform external appearance on all external windows. They are not to be removed and replaced unless the replacement drapes are of the same colour.
21. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rule in force by any resident, their family, guests/visitors, servants, agents or occupants of their unit shall be borne by such resident and may be recovered by the Corporation against such resident.

#### IV. PETS

All residents must comply with the following rules governing pets:

1. All household pets must be registered with the Manager.
2. No animal, fish or fowl other than a household pet as defined below shall be permitted to be kept on the property.
3. A "household pet" is defined as a dog, a domestic cat, caged bird or fish.
4. No breeding of any type of animal, fish or fowl for sale shall be carried on at The Terraces on the Green.
5.
  - a. Notwithstanding paragraph 2 above, no household pet which is deemed by the Board in its absolute discretion to be a danger, potential danger, nuisance shall be kept by a resident.
  - b. Such resident, after having first received a letter of warning, shall be given written notice from the Board stating that such household pet has been deemed a danger, potential danger or a nuisance. The Board shall specify in its written notice a "rectification period/period of grace" in which the resident must comply with the rules governing pets.
  - c. A resident who fails to comply with the rules during or after the rectification period shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such household pet, permanently remove it from the unit and the property.

6. Residents shall be liable for any damage to the common elements caused by their pets, and shall be assessed and charged for the cost of repairs/damages by the Board.
7. Dogs and domestic cats must always either be on a leash (no longer than eight feet in length) or carried by the owner through the common elements necessary for exit and entrance.
8. Pets are not allowed in the common areas of the building except to enter and exit.
9. Pets shall not be exercised in the lobbies, corridors, stairways, garages, footpaths, grounds, sidewalks, pavements or any of the common elements at The Terraces On The Green.
10. Residents are allowed to have only one dog, one domestic cat, a domestic cat and a dog or two domestic cats per unit.
11. Dog owners shall make absolutely certain that their dog shall urinate or excrete only in designated areas.
12. Do not allow your pets to foul any of the common elements except designated areas. If there is an accident on any of the common elements including the footpaths, lawns, roadways, landscaped areas, sidewalks, etc., a pet owner is required to clean up after the pet as stated in City of Vaughan By-Law regarding Stoop and Scoop.
13. Soiled litter must be well wrapped and deposited in the designated garbage bin. Under no circumstances shall soiled litter be sent down the chute or flushed down the toilet.
14. In the event of an emergency in the building, it is the pet owner's responsibility to look after any pet and also to control its actions.
15. Visitors are not permitted to bring pets into The Terraces On The Green complex.
16. Pets are not permitted in any of the recreational areas except in designated areas.

#### V. VISITORS' PARKING

1. Unauthorized vehicles parked overnight are subject either to ticketing or being towed away.

2. Parking permits are required for all guests requiring overnight visitor/guest parking and are limited to visitors only.

Overnight visitor parking permits may be obtained from Management or its designate during normal working hours.

3. Any car without an overnight parking permit is not allowed to park in the "Visitors' Parking" overnight.
4. Residents are not permitted to use "Visitors' Parking" spaces after 4:00 p.m. Monday to Friday or at any time, Saturday, Sunday and holidays.
5. Two parking spaces shall be reserved at all times for the exclusive use of the physically disabled.
6. Visitors are permitted to park only in areas designated for "Visitors" in the parking garage.
7. Extended overnight parking permits are available to house guests from the Manager.

These permits are limited to one week, with a possible extension for a second week.

Further extensions shall only be considered in special circumstances and must be approved by the Board.

8. A resident who has someone coming to the unit and using the "Visitors' Parking" on a regularly scheduled basis (eg., a person who comes to clean the unit) should advise management of the visitor's schedule, the name of the person and the motor vehicle licence plate number.
9. A resident may not reserve a "Visitors' Parking" spot other than for a physically disabled person.
10. "Visitors' Parking" is designated on a first come, first served basis.
11. The Corporation, its agents and employees assume no responsibility for any damages or loss of personal property howsoever caused in the "Visitors' Parking" area.
12. Visitors who do not abide by parking rules will have their vehicles tagged or towed away.

13. No person shall park or use a motor vehicle in contravention of these rules, otherwise such person shall be liable to be fined and/or to have their vehicle towed from the property in accordance with City By-Laws or in accordance with the Rules and in either or both events, neither the Corporation or its agents shall be liable for any damage, costs or expenses however caused to such motor vehicle and/or to the owner thereof.

## VI. RECREATIONAL FACILITIES

### General

1. In accordance with signs posted or to be posted in the recreational facilities area, residents and their guests or similar users of the facilities are advised that the facilities may only be used at the user's own risk and the Corporation, its Board employees and Manager are hereby indemnified and saved harmless from any claim, cause of action, damages, loss of property, costs or expenses whatsoever arising from any injury or property damage sustained by any user of the recreational facilities whether in compliance with these rules or otherwise.
2. Residents using recreational facilities are fully liable for any damages that they or their visitors/guests cause. Residents shall ensure that their visitors/guests obey the Rules of the Corporation.
3. Residents and their guests must take proper care and respect with the recreational equipment.
4. Users of any recreational facility should be considerate of others who are using the facility.
5. Running, boisterous behaviour, yelling and general misconduct are not permitted to ensure everyone's safety and enjoyment.
6. No recreational facilities shall be used as a baby-sitting facility for children.
7. Household pets of any kind are strictly prohibited in any of the recreational facilities, outdoor and indoor.
8. Smoking is permitted only in the designated areas.
9. Residents and their guests must be aware that the Corporation staff are there to enforce the Rules and they should be obeyed and respected at all times.
10. Use of the recreational facilities is restricted to residents and their guests.



11. Non-occupying owners are not permitted to use the facilities at any time.

Sauna, Steam Room

- 12.
- a. These facilities shall be open for use daily between the hours of 6:00 a.m. and 10:00 pm, or any other hours which may be established and subsequently posted.
  - b. Sauna, Steam Room, locker room and shower maintenance takes place between the hours of 10:00 a.m. and 11:30 a.m. on weekdays, and may inconvenience some users of the pool.

The following regulations shall also apply:

13. Residents with sores, open wounds, infections or communicable diseases shall not use the steam room or sauna.
14. Under no circumstances is a key to the recreational facilities to be given to a non-resident to allow free access to these areas.
15. Four guests per unit, including children are permitted at any one time, providing they are accompanied by the resident.
16. Children under the apparent age of three or lacking toilet training shall not be permitted use of these facilities; rubber pants over diapers, and/or diapers are not permitted. The changing of diapers anywhere near the recreational facilities is not permitted.
17. Children under the age of 16 must have constant supervision of the resident parent or resident adult guardian, with total parental/guardian responsibility.
18. The sauna and steam room should be used with caution. Heat can place undue stress on the heart.
19. Lifesaving equipment is for emergency use only, and is not to be tampered with or used for any other purpose at any time.
20. No smoking, food and/or beverages are permitted at any time.

Party Room or Roof Terrace

21. Residents may enjoy the patio or roof terrace with guests (up to four per unit) whom they accompany at all times.

22. Residents are urged to exercise discretion in the use of their radios and tape decks on the patio or roof terrace to ensure everyone's enjoyment. It is preferred if the radios or other electronic music players are used either with earphones or at a low volume; in any case the concurrence of others using the facility must be obtained.
23. Only non-alcoholic drinks in unbreakable containers are permitted. Snack food is permitted provided any resulting mess is properly cleaned up afterwards.

#### Fitness Room

24. This room and its equipment is solely for the use of residents and occasional guests. This room is not to be used as a playroom or babysitting facility for children.
25. 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.
26. Persons under the age of 14 are not normally permitted to use the equipment unless accompanied by a resident parent or resident adult guardian, who supervises the exercising program, and is held totally responsible, accountable and liable.
27. Equipment must be replaced after use.
28. No smoking, or food is permitted at any time.
29. Non-alcoholic drinks in unbreakable containers are permitted.

#### Lockers in the Change Rooms

30. Persons using lockers may supply their own locks, which they must remove when leaving the locker room.
31. Lockers are provided only for the use of residents and their guests while using the recreational area.
32. Locks used in a manner other than described above will be removed.
33. The Corporation is not responsible for loss or theft of personal articles, however caused.
34. Wet or muddy footwear may not be brought into the locker rooms.

35. No smoking, and/or beverages are permitted at any time.

## VII. IN-SUITE LIVING

### Noise

1. No noise, odour, vibration or other activity however caused, shall be permitted which disturbs the quiet enjoyment and comfort of other residents.

### Garbage Disposal

2. Hours for dropping garbage down the chute are between 7:00 a.m. and 11:00 p.m.
3. Garbage is to be securely wrapped and tied (in a strong plastic bag) before it is deposited in the chute located in the refuse disposal room on each floor. It must be pushed clear, making certain that it drops down the chute.
4. Glass jars/bottles/all forms of glass shall not be dropped down the chute. They shall be disposed of by residents in accordance with the recycling program and as directed from time to time by the Board.
5. No burning materials or liquids are to be placed in the chute.
6. All large boxes and articles too large for the garbage chute shall be carried down and placed in the garbage bin provided in the lower level garage.
7. Residents shall familiarize themselves with the recycling/disposal system and operate same in a safe and proper manner.

### Pest Control

8. No resident shall permit an infestation of pests, insects, vermin or rodents to exist at any time in the unit or adjacent common elements. Residents shall immediately report to the Manager all incidents of pests, insects, vermin or rodents.
9. Residents shall permit the Manager or the Manager's agents (pest control personnel) to enter their unit for the purpose of conducting pest control operations, including a spraying programme. Residents are required to prepare their units in the manner prescribed by the Manager to facilitate the appropriate pest control operations.

### Plumbing/Electrical

10. Toilets, sinks and other water apparatus shall not be used for purposes other than those for which they were intended. For example, no sweepings, garbage, cigar or

cigarette butts, rubbish, rags or other substances or refuse materials shall be thrown therein.

11. 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 owner (whether such damage is caused by the owner or the owner's family, guests/visitors, servants, agents or occupants of the unit).
12. Water shall not be left running unless in actual use. During months when freezing is common the outside water tap on exclusive use areas shall be turned off from inside the unit and drained.
13. Residents shall not overload existing electrical circuits in their units. All electrical appliances or equipment used in any unit shall comply with the applicable regulations of appropriate authorities from time to time in force.
14.
  - a. No plumbing or electrical alterations within any unit or within any partition, bearing or shared wall shall be made without the prior approval of the Board.
  - b. 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 and the tradesperson engaged to do the work is certified by the appropriate provincial authority.

#### Keys

15. Residents changing or adding locks to their units are required within 24 hours to provide a key (to their unit) to the Manager. This is necessary because of emergencies involving the common elements/electrical systems, fire, etc. Under no circumstances shall this key be duplicated or used for non-emergencies by the Manager without the written authorization of the resident.
16. With respect to occupied units, no one is authorized to have pass keys, save and except the Manager and the superintendents.

#### External Features

17. No awnings or shades shall be erected over or outside of the windows except on terraces with consent of the Board.
18. No residents shall place any reflective or insulating materials or coverings in or on any external feature without the prior approval of the Board.

19. Nothing shall be placed on the outside of the window sills or projections.
20. Nothing shall be thrown out of the windows, or from balconies or terraces.
21. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window or balconies or terraces or any part of the common elements over which the owner has exclusive use.
22. No hanging or drying of clothes is allowed from windows or balconies or terraces.
23. No television antenna, aerial, tower, satellite dish or similar structure shall be erected on or fastened to any unit by a resident.
24. No resident shall alter the nature of the balcony or the terrace by adding awnings, windbreaks or barriers of any kind. No resident shall use a balcony or terrace as an outdoor storage place for boxes, furniture, bicycles or other sundry items unrelated to the use of the balcony or terrace except as provided for in the Declaration. The purpose is to eliminate a cluttered, uncoordinated look on the facade of the building.

#### Barbecues

25. Certain designated dwelling units have been constructed with an outlet for natural gas to permit the installation and connection of natural gas barbecues.
26. Charcoal and propane tank barbecues, and all other types of outdoor cooking facilities are forbidden.
27. No lit barbecue shall be left unattended.
28. All barbecues shall be maintained in good working order and replaced when necessary by the resident.

#### VIII. FIRE SAFETY

1. All residents are required to become familiar with the Emergency Fire Procedures.
2. No resident shall do or permit anything to be done in their unit, or bring or keep anything therein, 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;
  - c. obstruct or interfere with the rights of other residents;
  - d. injure or annoy other residents;

- e. conflict with the laws relating to fire;
  - f. conflict with the regulations of the Fire Department;
  - g. conflict with any insurance policy carried by the Corporation or any owner;
  - h. conflict with a Statute or Municipal By-Law;
  - i. conflict with any of the rules or ordinances of the Board of Health.
3. No stores of combustible or offensive goods, provisions or materials shall be kept in units or common elements.
  4. Residents shall not overload existing electrical circuits. The building electrical systems shall be used in accordance with the prescribed specifications and the rules of the Electrical Safety Code for Ontario presently in force.

#### IX. CHRISTMAS TREES

1. The use of artificial Christmas trees is both urged and preferred by the Board.  
  
Natural Christmas trees can be a serious fire risk if meticulous safety precautions are not taken.
2. A resident who after careful consideration decides to purchase a natural Christmas tree, must notify the Manager in advance of purchase.  
  
The Manager shall provide the resident with a detailed list of safety precautions to be observed, and with instructions on the method of transporting the tree through the building to the unit and of its disposal.
3. Each resident is responsible for cleaning up all needles and branches that fall from their tree and for any damage caused to the common elements when taking the tree in or out of the building.

#### X. ELEVATORS

1. Smoking is not allowed in elevators. Residents must advise their guests of this rule if necessary.
2. Arrangements for using the elevator when moving in or out must be made well in advance with the Manager.
3. When it is necessary to hold the elevator door open briefly, use the "Door Open" button. The door must not be held open by any other means - i.e. bodily, or by using a large object- because severe and costly repairs can result.

4. Do not jump on the elevator floor. If the elevator is in motion, jumping could cause it to stop between floors, creating a potentially dangerous situation for occupants.

#### XI. SOLICITING

1. No business solicitation or canvassing is permitted at The Terraces On The Green.
2. Please note that Section 118 of the Act states:

"No corporation or servant or agent of a corporation shall restrict reasonable access to the property by candidates, or their authorized representatives, for election to the House of Commons, the Legislative Assembly or an office in a municipal government or school board if access is necessary for the purpose of canvassing or distributing election material."

#### XII. MANAGEMENT OFFICE

1. Visitors, delivery people and trades people will be admitted only after the Management has verified their admittance with a resident via the Enterphone.

(Refer to Parking Rules re: registration of vehicles.)

2. Vehicles of trades people are permitted only for delivery or pick-up. (Prior arrangements can be made with the Management to accept the delivery of small parcels at the Management Office with the understanding that the Manager accepts no responsibility for this function.)
3. A resident who has someone coming to the unit on a regularly scheduled basis (e.g., a person who comes to clean the unit) should advise Management of the schedule and the name of the person. The person is required to check with Management on each occasion prior to entering the premises.

#### XIII. MOVING

1. Furniture and equipment may be moved in or out of the building only by the elevator designated for such purpose by the Manager. The time and the date of moving shall be fixed in advance by arrangement with the Manager.
2. Each owner or tenant moving furniture or equipment in or out of the building shall deposit with the Manager a cheque or signed credit card imprint as a damage deposit to be returned if no damage to the elevators or any part of the common

elements is found upon inspection. The dollar amount of the damage deposit shall be as determined from time to time.

3. Where damage to the elevators or any part of the common elements has been caused by the moving of furniture or equipment into or out of a unit by reason of sale, rental or transfer of ownership of said unit, the original and the new owner shall be jointly responsible to the Corporation for the cost of repairing such damage. The cost of repair shall be assessed by the Manager as soon as possible following the move and the Managers' decision in this regard shall be final.
4. Upon moving from a unit, the owner or tenant vacating the premises shall surrender the common element keys or access cards in their possession or control to the Manager to enable these to be passed on to new residents. New owners or tenants acquiring a unit shall register with the Manager prior to their move-in date, at which time common element keys and access card may be obtained in accordance with established building procedure.

#### XIV. TENANTS

1. The following rules shall apply to the use and occupation of units which are not occupied by an owner:
  - (a) No unit shall be occupied under a lease or licence arrangement for short-term, commercial, transient or hotel purposes.
  - (b) No portion of the unit (other than the entire unit) shall be partitioned or divided for use as a single-family residence as defined according to the Zoning By-Law.
  - (c) In order to ensure and to facilitate practical and full compliance with Section 83 of the Act and the Declaration, and By-Laws prior to entering into the lease an owner shall provide to the Board the tenant's name, phone number, the members of the tenant's family intending to reside in the unit, their respective names and ages and such other information as the Act requires or the Board may from time to time reasonably require.
  - (d) Prior to the commencement date of the tenancy, the owner shall provide access to the unit to the Board, if so requested, for the express purpose of inspecting the unit, including air conditioning/heating units and plumbing fixtures to ensure that the unit has been maintained in a good state of repair in accordance with the Declaration and Sections 89 & 90 of the Act, and the owner shall forthwith comply with any notice from the Corporation requiring



the owner to effect repairs to the unit prior to the commencement of the date of tenancy.

- (e) The owner shall provide access to the unit to the Board annually (normally within 15 days of the anniversary date of the tenancy), if requested, for the express purpose outlined in 1(d). The owner shall forthwith comply with any notice from the Corporation requiring the owner to effect repairs to the unit.
- (f) The tenant shall be subject to and shall comply with the provisions of the Act, the Declaration, the By-Laws and the Rules of the Corporation which may be established from time to time, which documents shall be given to the tenant by the owner at the time of entering into the lease.

2. Prior to the commencement date of the tenancy, the owner shall deliver to the Corporation an Agreement duly executed by the tenant in accordance with the Declaration. In the event that the owner fails to provide such Agreement and to comply with the foregoing Rule No. 1(c) prior to the commencement date of the tenancy, and in compliance with Section 83 of the Act, any person or persons intending to reside in the owner's unit shall be deemed to be a trespasser and entry to or upon the common elements may be expressly denied by the Corporation until and unless such person(s) and the owner comply with the Rules and the Act.
3. Within seven (7) days of ceasing to rent their unit (or within seven (7) days of their being advised that a 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 and is vacant.
4. The owner shall be responsible for informing the tenant of any changes to the Declaration, the By-Laws and the Rules of the Corporation which may be established from time to time.

#### XV. ENFORCEMENT OF RULES

1. These rules extend to all present and future owners, tenants and residents of units, their families, guests, invitees or licensees, as provided for in Section 119 of the Act, all of whom shall be subject to and shall comply with the provisions of the Act, the Declaration, the By-laws and any other rules of the Corporation.
2. In addition to all other means of enforcement available to the Corporation, attention is directed to Section 134 which provides that a duty imposed by the Act, the Declaration, By-Laws or the Rules may be enforced by an order of Court directing the performance of the duty.

3. Any loss, cost or damages incurred by the Corporation by reason of a breach of any of the Rules from time to time by any owner, their family, guests, servants, agents or occupants of their unit shall be borne by such owner and may be recovered by the Corporation against such owner.

#### PROCEDURE FOR ENFORCEMENT OF RULES

Residents who are behaving in a manner which is in conflict with the Rules as published by the Corporation should be dealt with in the following way by the Manager, Superintendent and other employees of the corporation:

1. Request in a polite, respectful manner that the individual conform to the rule, explaining when possible the reason for the rule.
2. Should the individual not cooperate with the request, report the incident to the Manager; if the individual cannot be identified without confrontation, provide as accurate a description as possible.

The Manager should take the following action when breaches of rules are referred:

- Step 1. Contact the individual concerned by telephone or in person and request politely that the individual comply with the rule for the well-being of all residents.
- Step 2. If step 1 is ineffective, in consultation with at least one board member, write a polite letter to the individual making the same point and provide a copy to the Board.
- Step 3. If step 2 is ineffective, the Board shall review the case and decide whether "interim action" shall be taken prior to issuing an eviction notice (in the case of a renter) or enforcement by order of court (in the case of an owner).

Interim action can involve a further letter to the individual prepared by the Manager in consultation with the Board and the Corporation's solicitor, the cost of which shall be added to unit owners common expenses.

- Step 4. If step 3 is ineffective, the Board shall direct the Manager to proceed with either an eviction notice or court action.

Provided the Board reserves the right to dispense with or vary, any such step in the event the Board determines, in its sole discretion, it is appropriate to do so.

XVI. RULES GOVERNING USE AND RENTAL OF PARTY ROOM  
AND ASSOCIATED SERVICE AREA

General

1. The rooms are available during open hours for the quiet enjoyment of all residents, save and except those times which are indicated on the designated bulletin board as being reserved for exclusive use purposes.
2. Only a resident owner or a tenant may rent the rooms.
3. The rules respecting the rooms shall be incorporated in a room rental agreement which the lessee is required to sign in order to reserve the facility.
4. The lessee (the signatory) of the room rental agreement must be residing in their unit at all times during the use of the facility.
5. The facility shall not be leased for private entrepreneurial ventures.
6. No activity of any kind whatsoever where an entrance fee, admission charge or donation is expected shall be permitted in the facility without the specific written approval of the Board.
7. The revenue and expenses associated with the party room shall be identifiable as separate budget line items by the Corporation.
8. The lessee is responsible for providing the Manager, in advance, with the necessary details concerning guests to ensure that the arrival and departure of guests take place smoothly.
9. The lessee shall ensure that guests are received at the main building door to the rooms and that the activities are confined to the rooms.
10. The lessee and guests are required to respect the quiet enjoyment and comfort of other residents when arriving and leaving the building.

11. No live music shall normally be allowed on the common elements. The Board, in its discretion, will consider requests for live music which is deemed not to "disturb the quiet enjoyment of other residents".
12. The lessee shall maintain the decibel level of noise at an acceptable level to ensure that the quiet enjoyment of other residents is preserved.
13. The consumption of food and beverages shall be confined to the rooms in accordance with other rules.

#### Board's Purview

14. The Board, in its discretion, has priority to reserve the rooms for the exclusive use of Board-approved functions and/or activities. The Board shall determine whether a fee is charged for a Board function.
15. The Board or its agent, in consultation with the President of the Corporation or designate, shall have the right to terminate any party or activity which in its absolute discretion violates the terms of the rental agreement or any rules and regulations relating to the use of the facility.
16. The Board reserves the right to reserve the facility on special days and occasions, such as New Years' Eve and Grey Cup Day, so that the use of the facility may be shared as a common element by all residents. The Board's use of the facility for such occasions shall be publicized at least two weeks in advance.
17. The Board reserves the right to review the pattern of bookings to ensure that no resident monopolizes the use of the facility to the disadvantage of other residents.
18. The Board reserves the right to restrict use of rooms to events that will not affect quiet use and enjoyment of the units or common elements.

#### Reserving the Facility

19. The rooms shall be reserved on a first-come, first-served basis but no earlier than six months in advance.
20. The Manager, acting as agent of the Board, is responsible for the administration of the rental agreement and the implementation of rules respecting the rooms.

21. The Manager shall be advised at the time of booking of the estimated number of guests, nature of function, whether it is predominantly a "youth" function, and any other information required by the Board, as outlined in the facility rental agreement. The Board, or its agent acting on behalf of the Board, shall determine whether a security guard, selected by the Corporation, is required to be present at the function at the lessee's expense.
22. The maximum number of guests in attendance shall not exceed the limit as determined by city and provincial regulations.

#### Fee Schedule

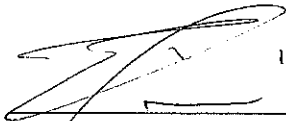
23. The fees outlined in the room rental agreement shall be payable by certified cheque or money order at the signing of the rental agreement
24. The fee schedule shall be fixed by the Board from time to time and shall include two components:
  - a. A non-refundable portion to cover normal wear and tear resulting from use of the facility and the cost of normal housekeeping requirements.
  - b. A security deposit (which may be refundable). It is held by the Manager as a security deposit against any damages, extra cleaning costs, or breach of regulations which may result from the use of the facility, including but not limited to glass, doors, wall coverings, washroom, furniture, fixtures, floor coverings, appliances and any other real property of the Corporation which may require repair or replacement as a result of the use of the facility by the lessee.
25. The Board shall fix from time to time the rental fee schedule, the termination time of parties/functions, and the time by which the cleaning of the rooms shall be completed by the lessee.
 


*	The non-refundable fee	- \$ 50.00
*	Security deposit	- \$100.00
*	Termination time of functions	- 1:00 a.m.
*	Deadline for completion of cleaning of rooms - 12:00 a.m. the following day.	
26. The lessee is required to clean up the facility to a "generally acceptable standard" of cleanliness by 12:00 a.m. the day following the party. All cleaning materials must be provided by the lessee. Cleaning costs incurred by the Corporation in excess of the acceptable standard shall be deducted from the security deposit.


- 27. The lessee shall pay the Corporation for any additional damages to the facility should the cost exceed the value of the security deposit. The Board, or its agent, shall have the absolute right to assess the damages resulting from the use of the facility.
- 28. The lessee undertakes to make full payment of any additional costs arising from the use of the facility within two weeks of receipt of notice of the additional damages by the Corporation or its agent failing which such costs shall be added to the unit owners common expenses.
- 29. The lessee shall be advised by 12:00 noon the day following the party, whether or not the security deposit will be refunded in full.

Each rule is hereby passed by the Directors of the Corporation pursuant to the Condominium Act 1998 of Ontario as evidenced by the respective signatures hereto of all the Directors.

DATED this 19 day of September, 2006.

  
\_\_\_\_\_  
Enrico Lisi, President

  
\_\_\_\_\_  
Frank Di Girolamo, Secretary

  
\_\_\_\_\_  
Emilio Carinci, Director

(Seal)