

## SCHEDULE "A" TO THE CORRIGENDA TO THE DISCLOSURE STATEMENT

### YORK REGION STANDARD CONDOMINIUM CORPORATION NO. #####

(hereinafter referred to as the or this "Condominium", the "Condominium Corporation" or the "Corporation")

#### RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

The following rules made pursuant to the *Condominium Act, 1998*, S.O. 1998, c.19, as amended (hereinafter referred to as the "Act") shall be observed by each owner, and the term "owner" shall include the owner of any unit in this Condominium and any other person(s) occupying the unit with the owner's approval, including, without limitation, a unit owner's family members, tenants, guests, invitees and/or licensees).

Any words, terms or phrases defined in the declaration of this Condominium shall have the same meanings respectively ascribed to them in said declaration, whenever same are used or referred to in these Rules.

Any losses, costs or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by an owner, or his/her family, guests, servants, agents, tenants or occupants of his/her unit, shall be borne and/or paid for by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

#### 1. GENERAL

- (a) Use of common elements and units shall be subject to the rules which the board of directors of the Corporation (hereinafter referred to as the "Board") may make to promote the safety, security or welfare of the owners and of the property situate within this Condominium or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units in this Condominium.
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners and occupants, their families, guests, visitors, servants, tenants or agents.
- (c) Any losses, costs or damages, including professional costs and expenses on a full indemnity basis, incurred by the Corporation by reason of a breach of any rules in force from time to time by any owner or occupants, his/her family, guests, visitors, servants, tenants or agents shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).
- (d) Each of the provisions of the rules set out herein, and any corresponding policies passed by the Board from time to time, shall be deemed to be independent and severable. The invalidity of any part or parts of any rule shall not impair or affect, in any manner, the validity and enforceability of the balance thereof.
- (e) No restriction, condition, obligation or provision contained in any of the rules set out herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

#### 2. QUIET ENJOYMENT

- (a) No one shall create, or permit the creation or continuation of, any noise, disturbance or nuisance which, in the opinion of the Board or the property manager of this Condominium (hereinafter referred to as the "Manager" or the "property manager"), may or does disturb the comfort or quiet enjoyment of any of the units and/or common elements by other owners or their respective families, guests, visitors, servants and persons having business with them.
- (b) No noise shall be permitted to be transmitted from one unit to another. If the Board determines that any noise is being transmitted to another unit and that such noise is an annoyance or a nuisance or disruptive, then the owner of such unit shall at his/her expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the owner of such unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the owner shall be liable to the Corporation for all expenses incurred in abating the noise (including reasonable solicitor fees).
- (c) No auction, open house, garage sale, private showing or public events shall be allowed in any unit or the common elements without the prior written consent of the Board.
- (d) Firecrackers or other fireworks are not permitted in any unit or on the common elements.
- (e) Any construction, renovation or repair work to the units or common elements shall be made only between the hours of 8:00 a.m. and 5:00 p.m. on Monday to Friday inclusive, and between the hours of 10:00 a.m. and 4:00 p.m. on Saturday, and shall not take place on Sunday or on public holidays. Emergency repairs may take place at any time on any day.

#### 3. SECURITY

- (a) Residents are to immediately report any suspicious person(s) or package(s) seen on the property to the Manager or its staff.

- (b) No duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.
- (c) Under no circumstances shall building access or common element keys be made available to anyone other than an owner or occupant.
- (d) No visitor may use or have access to the common elements and facilities unless accompanied by an owner or occupant.
- (e) Building access doors shall not be left unlocked or wedged open for any reason.
- (f) Service elevator availability shall be allocated by the Manager in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission and as scheduled by the Manager.
- (g) No owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternative locks. All door locks and keys must be compatible with the lock systems on the property keyed to the master key system.
- (h) Owners shall supply to the Board the names of all residents and tenants of all dwelling units and commercial/retail units, and the license plate number of all motor vehicles that will be parking in the parking units.

#### 4. SAFETY

- (a) No hazardous, combustible, noxious 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.
- (b) No propane or natural gas tank shall be kept in the units or exclusive use common elements.
- (c) Owners and occupants shall not overload existing electrical circuits and plumbing facilities in their units.
- (d) Water shall not be left running unless in actual use.
- (e) Nothing shall be thrown or swept out of the windows or the doors of the units, as well as from any patio, balcony or terrace.
- (f) No barbecues may be used indoors or on any common element area, save and except for the designated areas within any of the amenity areas.
- (g) No owner or occupant shall do or permit anything to be done in or from his/her unit, or bring or keep anything therein, 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 property kept therein, nor obstruct or interfere with the rights of other owners, nor in any way injure or annoy them, nor conflict with the laws relating to fire or with the regulations of the relevant fire department, or with any insurance policy carried by the Corporation or any owner, nor conflict with any of the rules and ordinances of the local board of health, or with any municipal by-law or any provincial or federal statute or regulation.
- (h) No owner shall be permitted to install, place, store or use any type of barbecue equipment or facility within any unit or common element area. Furthermore, under no circumstances shall any propane barbecue be used or brought into the Condominium, nor shall any natural gas, electric barbecue or charcoal grill be placed, stored or used within any balcony, patio or terrace area.
- (i) Whenever an emergency situation arises or exists, and the Corporation is required to carry out the unit owner's responsibilities in order to deal with said emergency situation (e.g. closing a tap that has water overflowing), so as to prevent (or limit) any damage to property and/or any injury to any person(s), then if such unit owner is unable, unavailable or unwilling to do so, then all costs and expenses incurred by the Corporation in connection therewith shall be recoverable directly from said unit owner.

#### 5. CIVILITY

- (a) For the purpose of the following civility rules:
  - (i) “**Staff**” shall mean the property manager and/or any employee, agent, invitee or contractor of the Corporation; and
  - (ii) “**Uncivil Behaviour**” shall include:
    - (A) any behaviour, conduct or communication that in the opinion of the Board, in its sole discretion, is:

- (1) demeaning, sarcastic, bullying, intimidating, rude, disruptive, aggressive, oppressive, harassing or violent;
  - (2) contrary to the Corporation's Workplace Violence and Harassment policy;
  - (3) monopolizing or making disproportionate use of the time of the Board or the Corporation's Staff; and/or
  - (4) a nuisance;
- (B) communicating with Staff and/or the Board in an unreasonably frequent manner, in the opinion of the Board, considering both the unit owner or resident's interests and the interests of the community;
- (C) making requests or inquiries of Staff or the Board that are unreasonably related to the purpose of the Act or the duties of the Corporation;
- (D) submitting multiple requests for records that are not in compliance with the Act or its regulations; and
- (E) any other behaviour that the Board deems as such, by way of policy, as passed by resolution of the Board from time to time.
- (b) Uncivil Behaviour is not permitted on the common elements, or in any dealings or communications with or with respect to the Corporation, the Board or Staff, including, without limitation, in social media postings.
- (c) No unit owner or resident shall interfere with or impede the Board or any Staff, from carrying out their duties and obligations pursuant to the Act, the Corporation's declaration, by-laws or rules, or pursuant to any agreement to which the Corporation is a party.
- (d) Unit owners and residents shall comply with all municipal and other zoning ordinances, and/or any other by-laws, rules, regulations, ordinances and legislation of all government authorities and/or agencies having jurisdiction over the Corporation.
- (e) If the Board, in its sole and absolute discretion, after careful consideration, deems that a unit owner or resident has breached any of the aforementioned civility rules, then the Board may require the unit owner or resident to carry out or refrain from certain behaviours, actions and/or activities that breach the aforementioned civility rule, or may, in writing, notify the unit owner or resident and specifically direct the manner in which the unit owner or resident may conduct himself/herself and/or communicate with the Board or Staff, including, without limitation:
- (i) restricting the direct contact that the offending unit owner or resident may have with other unit owners, residents, the Board or Staff;
  - (ii) requiring that the offending unit owner or resident only communicate with the Board or Staff in writing or via a third party;
  - (iii) requiring that the offending unit owner or resident not come within a certain distance of certain other unit owners, residents, the Board or Staff in so far as the physical configuration of the property permits, and where it does not, keeping the maximum possible distance;
  - (iv) requiring that the offending unit owner or resident not come within a certain distance of the management office or other physical location on the property, in so far as the physical configuration of the property permits, and where it does not, keeping the maximum possible distance;
  - (v) requiring the offending unit owner or resident to provide a retraction of any written statements;
  - (vi) requiring the offending unit owner or resident to provide a written apology to the offended unit owner, resident, director or Staff; and
  - (vii) any other direction to the unit owner or resident that the Board, in its unfettered discretion, deems appropriate for dealing with the offending behaviour, including, without limitation, requiring that the unit owner or resident cease all communications or interactions with Staff or the Board except subject to paragraph (f) below.
- (f) Notwithstanding any restrictions that the Corporation may place on a unit owner or resident's communication with the Board or the Corporation's agents, unit owners and residents may contact property management in the event of any emergency where there is an imminent risk of injury to any person or damage to property. Such contact must at all times be courteous and respectful.

6. **COMMON ELEMENTS**

- (a) No addition, alteration or improvement to the common elements, 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 without the execution of an AAI Agreement (as such term is defined in the declaration of the Condominium, and as contemplated by Subsection 98(1)(b) of the Act) in accordance with the provisions of the declaration.
- (b) No one shall harm, mutilate, destroy, alter, litter, uproot or remove any of the landscaping work on the common elements (including, without limitation, the grass, plants, hedges, shrubs, flowers or 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 Manager, provided that the foregoing shall not be construed as preventing any owner from planting and trimming his or her own small flowers and plants situate 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 dwelling unit.
- (c) No awning, foil paper, shutters or shades shall be erected over, on or outside of the windows, patios, balconies or terraces, nor shall any exterior doors be removed, replaced or changed in any way, without the prior written consent of the Board. No screen or storm doors or windows shall be installed within any existing door or window openings that form part of the common elements without the prior written consent of the Board.
- (d) No equipment shall be removed from the common elements by, or on behalf of, any owner or occupant of a unit.
- (e) No outside painting shall be done to the exterior of the units, railings, doors, windows or any other part of the common elements.
- (f) Save as otherwise provided or contemplated in this Condominium's declaration, areas such as (but not limited to) stairwells, corridors, hallways, sidewalks, passageways, walkways, fire routes and/or driveways that are used in common by the owners and residents of this Condominium, 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.
- (g) Any physical damage to the common elements caused by an owner or occupant, his/her family, guests, visitors, servants, agents, representatives or invitees shall be repaired by arrangement and under the direction of the Board at the cost and expense of such owner or occupant.
- (h) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or any part of the common elements over which the owner has exclusive use.
- (i) No building, structure or tent, or for sale or open house signage, shall be erected, placed, located, kept or maintained on the common elements, and no trailer, either with or without living, sleeping or eating accommodations, shall be placed, located, kept or maintained on the common elements.
- (j) No washing of balconies or terraces, which results in water overflowing or pouring onto any floor(s) below, shall be permitted.
- (k) Roller-skating, skateboard riding, bicycling, ball throwing, street games (e.g. ball hockey and soccer) and other similar activities are strictly prohibited upon the common elements or within any parking unit(s).
- (l) No one shall restrict or prevent any candidate running for municipal, provincial or federal office (or his or her representative) from having access to or within the Condominium, between the hours of 9:00 a.m. and 9:00 p.m., in order to canvass at the door of each of the dwelling units or to campaign in the Condominium's lobby or other common meeting area. No more than two (2) election advertising posters, each having a size or dimension of not more than three (3) feet by three (3) feet, may be displayed through the window(s) of any dwelling unit, or displayed within the exclusive use common element areas appurtenant to any dwelling unit. However, no election advertising posters shall be displayed within (or affixed to) any portion of the non-exclusive use common element areas whatsoever.

7. **DWELLING UNITS AND COMMERCIAL/RETAIL UNITS:**

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for the purposes of which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or noxious or other substances shall be disposed or thrown therein. No garbage disposal equipment or system, shall be installed or connected to any plumbing or drainage pipe or system serving any of the dwelling units or commercial/retail units, unless same is installed or connected by or on behalf of the Declarant. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the owner who has (or whose tenant, subtenant, family, guest, visitor, servant, agent, representative, invitee and/or licensee have) caused such damage.

- (b) No owner or occupant shall make any major plumbing, electrical, mechanical, structural, television cable or telecommunication alteration in or to his/her unit without the prior consent of the Board.
- (c) No owner shall overload existing electrical circuits in his/her unit and shall not alter in any way the amperage of the existing circuit breakers in his/her unit.
- (d) Units shall be used only for purposes as provided for in the Corporation's declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies shall be strictly observed.
- (e) No owner shall permit an infestation of pests, insects, vermin or rodents to exist any time in his/her unit or adjacent common elements. Each owner shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all owners shall fully co-operate with the Manager to provide access to each unit for the purpose of conducting a removal program to eliminate any incident of pests, insects, vermin or rodents within the buildings.
- (f) 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 windowpane(s) so as to be visible from the exterior of the Condominium. 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 Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any windowpane(s).
- (g) 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.
- (h) Save as otherwise herein provided with respect to election advertising posters, 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.
- (i) No portable or window air-conditioning unit (or any appurtenances thereto) shall be installed within any unit or common element area.

#### 8. GARBAGE DISPOSAL

- (a) 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 the Manager as a central garbage depository, and only on those days and times as are designated by the Board or the Manager from time to time. In an effort to promote recycling, the residents of the dwelling units shall sort out their garbage into the designated recycling bins located within the residential garbage room/drop-off area in the Condominium.
- (b) Loose garbage is not to be deposited in the garbage chute. All garbage must first be properly bound, packaged or bagged to prevent mess, odors and disintegration during its fall down the garbage chute or in the disposal rooms.
- (c) Newspapers and magazines shall not be thrown down the garbage chute, but shall be securely bound and deposited in the designated recycling area.
- (d) Bottles shall not be thrown down the garbage chute but shall be deposited in the designated recycling area.
- (e) Cartons and large objects which might block the garbage chute shall be stored in such area designated by the Board. The Manager or such designated person must be called to arrange for the immediate disposal of such items. Such items shall not be left outside the unit or on any exclusive use common elements.
- (f) No garbage is to be left on the floor of the disposal rooms.
- (g) No burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown (or disposed of) down the garbage chute and no cigarettes, cigars or ashes shall be thrown (or disposed of) over patio, balcony or terrace railings.
- (h) No garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 8:00 a.m.

#### 9. TENANCY OCCUPATION

- (a) No unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the owner shall have delivered to the Corporation a complete Tenant Information Form in accordance

with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgement in accordance with Schedule 2 attached hereto, and an executed copy of the Application/Offer to Lease (if available) and the Lease itself.

- (b) Within seven (7) days of ceasing to rent his/her unit (or within seven (7) days of being advised that his/her 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.
- (c) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation.
- (d) No owner shall allow his/her tenant to sublet his/her unit to another tenant.
- (e) No lease shall be for a period of less than ninety (90) days.
- (f) All owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefor.
- (g) During the period of occupancy by the tenant, the owner shall have no right of use of any part of the common elements (including the amenities and facilities of this Condominium).
- (h) The owner shall supply to the Board, his/her current address and telephone number during the period of occupancy by the tenant.

#### 10. PARKING

For the purpose of these rules, "motor vehicle" means a private passenger automobile, motorcycle, station wagon, minivan or commercial vehicle or truck, not exceeding 1.9 metres in height, and shall exclude any trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the board may wish to exclude from the property, from time to time), but shall nevertheless specifically include any construction, loading and/or service vehicles used by or on behalf of the Declarant and/or any of its employees, agents, representatives, contractors and/or subcontractors in the course of constructing, completing, servicing, maintaining and/or repairing any portion of this Condominium, as well as any service vehicles hereafter utilized in connection with the servicing, maintenance and/or repair of any of the units and/or common elements within this Condominium.

- (a) No vehicles, equipment or machinery, other than motor vehicles shall be parked in a designated parking space and/or parking unit, and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (b) Parking is prohibited in the following areas:
  - (i) fire zones;
  - (ii) traffic lanes;
  - (iii) delivery and garbage areas;
  - (iv) roadways; and
  - (v) the twelve (12) outdoor visitor parking spaces on level 1 that are exclusively designated for the visitors of York Region Standard Condominium Corporation No. 1391.
- (c) No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on the common elements or in any unit without the express written consent of the Manager or the Board. No motor vehicle shall be driven on any part of the common elements other than on a driveway or designated parking area.
- (d) No trailer, recreational vehicle, motor-home, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked or stored on any portion of the common elements, nor in a designated parking space or parking unit.
- (e) No motor vehicle shall be parked on any part of the common elements other than in a designated parking space, but which provision shall not apply for the purposes of loading and unloading furniture, or other household effects of the owners provided that the length of time where such parking is limited shall be no longer than is reasonably necessary to perform the service.
- (f) All motor vehicles must be parked within the boundaries of a parking unit or parking space and in no instance shall any portion of any motor vehicle so parked within a parking unit or parking space protrude beyond the boundaries thereof, nor encroach upon any portion of the common elements.
- (g) A parking permit is required with respect to any motor vehicle parked on any area of the common elements designated as a "Guest/Visitor Parking Area" at all times. The permit shall be an official

permit authorized and issued by the Board, the Manager and/or its designated agent. Residents are responsible for obtaining a permit on behalf of their guests/visitors, in advance, from the Board, the Manager and or its designated agent. Each unit is allowed a maximum seven (7) overnight parking permits per month. An overnight parking permit is any vehicle parking in the "Guest/Visitor Parking Area" between the hours of 2:00 a.m. and 7:00 a.m. The permit must be visibly displayed face-side up on the driver's side of the dashboard.

- (h) All motor vehicles parked within the confines of this Condominium (whether belonging to owners, 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 Condominium premises, and any failure to remove same after such notice shall entitle the Corporation to do so, all at the owner's sole cost, risk and expense (and to collect all such charges in the same manner, and to the same extent, as common expenses, and with corresponding lien rights similar to the case of common expense arrears). All motor vehicles operated by owners must be registered with the Manager. Each owner shall provide to the Manager the licence numbers of all motor vehicles driven by residents or tenants of that unit.
- (i) No vehicle shall be driven on any part of the common elements at a speed in excess of posted speed.
- (j) No person shall place, leave, park or permit to be placed, left or parked upon the common elements any motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon seventy-two (72) hours' written notice from the Manager, the owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Manager, in default of which the motor vehicle shall be removed from the property at the expense of the owner. If a motor vehicle is left standing in a parking space or upon the common elements and is unlicensed or unregistered with the Manager, the vehicle may be towed without notice to the owner and at the owner's expense.
- (k) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other owners. Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic. No mopeds and bicycles are permitted to be operated on sidewalks.
- (l) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without proper operating licence.
- (m) No person shall park or use a motor vehicle in contravention of these rules, otherwise such person shall be liable to be fined or to have his/her motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whatsoever caused to such motor vehicle or to the owner thereof.
- (n) Guests and visitors shall park only in areas designated as guest or visitor parking.
- (o) No motor vehicle having a propane or natural gas propulsion system shall be parked in a parking unit or the common elements.

#### 11. **BALCONIES, PATIOS, DECKS, TERRACES AND EXCLUSIVE USE AREAS**

- (a) Balconies, patios, terraces and exclusive use areas shall not be used for cooking and barbecuing.
- (b) No hanging or drying of clothes is allowed on any balcony, patio, terrace or exclusive use area.
- (c) Balconies, patios, terraces and exclusive use areas shall not be used for the storage of any goods or materials.
- (d) Only seasonal furniture is allowed on balconies, patios, terraces and exclusive use areas. All such items shall be safely secured in order to prevent such items from being blown off the balcony or exclusive use areas by high winds.
- (e) No owner, occupant or tenant shall do or permit anything to be done on a balcony, patio, terrace or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other owners, occupants or tenants.
- (f) No awnings or shades shall be erected over or outside of balconies, patios, terraces and exclusive use areas without the prior consent of the Board. The Board shall have the right to prescribe the shape, colour and material of such awnings or shades to be erected.
- (g) Only planter boxes and/or seasonal furniture shall be placed on or within the confines of any balcony, patio or terrace area(s), provided that the aesthetics of same have first been approved by the Board or the Manager, and no balcony, patio or terrace area shall be used for any storage purposes whatsoever.

For greater certainty, no planter boxes shall be hung from or over the railing (or the exterior edge) of any outdoor balcony, patio or terrace area(s) so as to be visible from the exterior of the Condominium.

- (h) No one other than the Declarant 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 Condominium) 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 therefor approved by the Board or the Manager from time to time.
- (i) No one other than the Declarant 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 Condominium), without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefor approved by the Board or the Manager from time to time.

## 12. ELEVATORS AND MOVING

- (a) Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose (hereinafter referred to as the “**service elevator**”) by the Board. The service elevator shall be used for the delivery of any goods, services or home furnishings where the pads to protect the elevators should be installed as determined by the Manager or its staff in their sole discretion. The time and date for moving or delivery shall be fixed in advance by arrangement and reservation with the Manager. The reservation shall be for a period not exceeding four (4) consecutive hours. An elevator reservation agreement in accordance with Schedule 3 attached hereto shall be signed when reserving the service elevator.
- (b) Except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 9:00 a.m. and 9:00 p.m. Monday to Saturday inclusive and shall not take place on Sundays and on public holidays.
- (c) A refundable security/damage deposit in such amounts as determined by the Board, from time to time, by way of a money order or certified cheque payable to the Corporation, shall be deposited with the Corporation through the Manager or its staff when reserving the service elevator and signing the elevator reservation agreement.
- (d) It shall be the responsibility of the owner through the person reserving the service elevator to notify the Manager or superintendent and to request an inspection of the service elevator and adjacent common elements immediately prior to using the service elevator. Upon completion of moving into or out of the building or the delivery, the owner reserving the service elevator shall forthwith request an immediate reinspection of the service elevator and affected common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the owner of the unit and the person reserving the service elevator. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the Manager as soon as possible following the delivery, moving or damage, and the parties responsible shall be advised.
- (e) The owner and the person reserving the service elevator shall be liable for the full cost of repairs to any damage to the service elevator and any part of the common elements caused by the moving of furniture or equipment into or out of the unit or the delivery of goods, services and home furnishings or equipment into or out of the unit. The Corporation through its Manager shall have the right to withhold all or part of the security/damage deposit as it deems necessary as security for partial or complete payment for any damages sustained. The Corporation shall apply all or part of the security deposit towards the cost of repairs. If the cost of repairs should be less than the amount of the security deposit, the balance shall be returned to the owner or person reserving the service elevator. If the cost of repairs exceeds the amount of the security deposit and the owner or person reserving the service elevator still owns or resides in the building, the full cost of repairs less the amount of security deposit shall be assessed against the unit owned by or occupied by the person reserving the service elevator as a common element expense and be collected as such.
- (f) During the term of the reservation and while any exterior doors are in an open condition, the owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- (g) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
- (h) Upon moving from the unit, the owner or occupant vacating the premises shall surrender all common element keys and any garage access devices in his/her possession to the Manager or its staff. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered.
- (i) Purchasers or tenants acquiring a unit shall register with the Manager or its staff prior to the move in date at which time arrangements will be made for delivery of the common element keys and any garage access devices.



- (j) Smoking is prohibited in all elevators and on all common element areas.

13. **OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL**

No Contractor, trade or service personnel may or shall enter upon the property to perform any work or services in or about any unit (including an exclusive use common element area) that may or will affect the common elements or common building services unless such persons or firms are:

- (a) employed directly by the Corporation; or
- (b) employed by a unit owner in circumstances where the intended performance of work and/or services in or about a unit has first been approved, in writing, by the Corporation and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction; and the owner of the unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and the unit owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the unit owner's contractor, trade or service personnel including any resulting damage to the common elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the unit owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

14. **PETS**

With respect to the keeping of pets in this Condominium:

- (a) No animals, reptiles, rodents, livestock or fowl of any kind shall be permitted within any unit or common element area, other than two (2) pets per dwelling unit (i.e. either two (2) of the same kind of pet or two (2) different kinds of pets, but in no case more than one (1) aquarium having a size/capacity not exceeding 30 gallons/113.6 litres), with the term "pet" being defined restrictively to include only the following:
  - (i) a bird, provided same is kept in a cage or other appropriate enclosure at all times;
  - (ii) a hamster, a gerbil, a guinea pig, a mouse or a similar sized rodent, provided same is kept in a cage or other appropriate enclosure at all times;
  - (iii) a non-venomous/non-poisonous reptile not exceeding 36 inches or 91.44 centimetres in length, and provided same is kept in a cage or other appropriate enclosure at all times;
  - (iv) an aquarium of fish not exceeding a 30 gallon/113.6 litre tank;
  - (v) a cat, a ferret or a rabbit; and
  - (vi) a dog, not to exceed 25 inches or 63.5 centimetres in height at withers (being the ridge between the shoulder blades of a four legged animal), nor a dog that behaves aggressively or that lunges at people or at other animals or that acts in a manner that would disturb the quiet enjoyment of residents or cause damage to the common elements.

The Board reserves the right to review and consider special circumstances to approve of any animals outside of the aforementioned "pet" definition. Such discretion may be exercised in consultation with a "pet committee" comprised of both non-pet owners and pet owners, and who correspondingly own or reside within any of the dwelling units in this Condominium. A resident or prospective resident may request the Board's consideration of an exemption to the foregoing restrictions, for any dog that exceeds the aforementioned size/height limit, by making a formal request in writing to the Board or the Condominium's property manager, and submitting supporting documentation along with said request (i.e. in the form of a professional behavioural assessment of the dog and evidence of its accredited certified training), and the Board shall endeavour to respond to such request within ten (10) business days thereafter. Residents who have any questions, concerns or complaints about pets should forward same in writing directly to the Condominium's property manager.

- (b) A "service animal" that assists any resident of this Condominium with a disability shall not be deemed to be a pet, and shall correspondingly be allowed within the disabled resident's dwelling unit and any part of the common elements. An animal will qualify as a "service animal" if:
  - (i) it is readily apparent that the animal is used by a disabled resident of this Condominium for reasons relating to his or her disability; or
  - (ii) the disabled resident provides a letter from a physician or nurse confirming that he/she requires the animal for reasons relating to his/her disability.

- (c) No pet that is deemed to be a nuisance by the Board or the Condominium's property manager (in their respective sole and absolute discretion) shall be kept by any owner or resident in any dwelling unit or in any part of the common elements. Any pet deemed to be a nuisance shall be removed permanently from the condominium property within two (2) weeks after receiving a written request from the Board or the Condominium's property manager to do so. A pet shall be deemed a nuisance as a result of any of the following behaviours (which are not intended to comprise an exhaustive list):
- (i) lunging or otherwise acting aggressively to a unit owner, resident, guest or representative of the Condominium;
  - (ii) physically harming a unit owner, resident, guest or staff member without provocation;
  - (iii) acting aggressively or harming or interfering with another pet or service animal;
  - (iv) disturbing the quiet enjoyment of any of the unit owners or residents; and/or
  - (v) causing damage to any portion of the common elements.
- (d) Pets shall not be allowed to defecate and/or urinate upon or within any unit or common element area. Unit owners or residents who are responsible for the care of a pet shall be obliged to clean up any mess caused by said pet, immediately thereafter. Failure to clean up after a pet may lead to the pet being deemed a nuisance.
- (e) Every owner or resident who has a pet shall be responsible for immediately reimbursing the Corporation for all costs and expenses incurred by or on behalf of the Corporation to clean or repair any mess or damage caused by their pet to the common elements (including any exclusive use common element areas), and any pet that causes the Corporation to incur or bear any significant or undue cleaning expense shall be deemed a nuisance.
- (f) Pets shall not be allowed to roam free outside of the confines of any dwelling unit, nor be tethered anywhere within the indoor and/or outdoor common element areas. No pet shall be left unattended on any patio, balcony or terrace. Owners shall not use the underground parking garage, nor any other indoor common element area, to walk their pet(s).
- (g) All pets must be on a short leash and under control, or otherwise adequately constrained (e.g. within a cage or carrying case or pet carrier) whenever such pets are physically within any of the outdoor common element areas, and all pets must be carried by their respective owner whenever same are being transported throughout the interior common element areas, at all times, so as not to intimidate, make contact with or otherwise unreasonably disturb the quiet enjoyment of the residents and/or their guests within the indoor and outdoor common element areas.
- (h) All pets must be registered with property management immediately when an owner begins occupying the unit or acquires a pet. Furthermore, the owner shall provide property management with a copy of its pet's vaccination report when registering its pet with property management and shall provide an updated copy of its pet's vaccination report every three (3) years thereafter.
- (i) Pets shall not be kept, bred, or used for any commercial purpose, within any unit and/or the common elements.
- (j) No unit owner or resident shall permit or suffer the infestation of his or her unit (or any exclusive use common element area with respect thereto) by pests, insects, rodents or other vermin. Failure to comply with the foregoing, or failure to report such infestation to the Board as soon as the owner or resident is aware of same, will render such owner or resident liable for all costs and expenses incurred in having to eradicate such infestation from any unit(s) and/or common element area(s).
- (k) A failure to adhere to all of the aforementioned animal/pet rules will result in consequences that may ultimately lead to the non-compliant unit owner or resident being responsible for: (i) reimbursing the Corporation for its legal fees and disbursements incurred in enforcing said rules; and (ii) removing the pet from the Condominium altogether. Consequences for non-compliance with the aforementioned animal/pet rules can be (but are not limited to) any one or more of the following notices and/or steps, which can be escalated to any of the other steps outlined below, at the sole option and discretion of the Corporation or the Condominium's property management:
- (i) notification in writing from property management to the resident of the unit, giving said resident seven (7) days to rectify the violation and to formally confirm or signify such resident's willingness to abide by the aforementioned animal/pet rules in the future;
  - (ii) notification in writing from property management to the resident and, if relevant, the off-site unit owner, requiring written acknowledgement of receipt of such notice and a commitment that the recipient will comply with the aforementioned animal/pet rules within two (2) days;

- (iii) notification in writing from the Corporation's lawyer requiring compliance with the aforementioned animal/pet rules, and with the cost of the legal fees so incurred by the Corporation as a result of the violation to be billed to the unit owner (and if this notice of violation is served upon a tenant of the unit, then the non-resident owner will also be sent a notification, and if said tenant fails to pay or reimburse the Corporation for the legal fees so incurred in enforcing compliance with the aforementioned animal/pet rules, then the unit owner shall be held responsible for the payment of same); and
- (iv) the Corporation's lawyer may commence enforcement proceedings against the delinquent or offending unit owner, resident, tenant or guest, in accordance with the provisions of the Act, and reimbursement of all legal fees and disbursements incurred in connection with any such proceedings (together with any damages incurred as a consequence of the offence) shall be sought and claimed against the offending party.

15. **MULTI-PURPOSE/PARTY ROOM**

- (a) Any unit owner wishing to use the multi-purpose/party room shall complete an application for rental of this room and leave same with the management office together with a non-refundable fee, a security deposit and a cheque to cover security by the hour, or an amount to be determined by the Board or the Manager at the time of application. The deposit shall be returned if the multi-purpose/party room is left in the same condition as it is found, as determined by the Manager or its staff.
- (b) No person(s) under the age of eighteen (18) may reserve the multi-purpose/party room. Individuals under the age of twelve (12) must be accompanied by an adult over the age of eighteen (18) when using the multi-purpose/party room.
- (c) No resident shall permit more persons to be present in the multi-purpose/party room than is allowed by the fire marshall's office, as indicated in the rental application.
- (d) No resident shall permit noisy, rowdy or raucous behaviour in or adjacent to the multi-purpose/party room, nor any behaviour or noise which disturbs the comfort and quiet enjoyment of other residents, and their families, guests, visitors, servants and persons having business with them.
- (e) No resident shall permit any illegal act in or adjacent to the multi-purpose/party room or upon the property of the Condominium Corporation.
- (f) Any resident using the multi-purpose/party room shall comply with all provisions of the application form filed with the management office and all such provisions are and shall be incorporated into the rules and regulations of the Condominium Corporation.
- (g) Advance reservations for the use of the multi-purpose/party room may be made by telephone. Reservations must be cancelled no later than fourteen (14) days prior to the date reserved. If cheque, deposit and signed forms have not been received by the management office fourteen (14) days before the day of the party, the reservation will be automatically cancelled.
- (h) The multi-purpose/party room may not be used for any purpose after 12:00 a.m. midnight.

16. **INDOOR SWIMMING POOL**

- (a) The use of the indoor swimming pool facilities (comprising part of the common elements of this Condominium) shall only be used by persons residing in this Condominium. Each unit is allowed two (2) guests at a time to use the indoor swimming pool.
- (b) The swimming pool is unsupervised. It is strongly recommended that swimmers should not swim alone. Pursuant to the *Health Protection and Promotion Act*, children under twelve (12) years of age are not allowed within the pool area unless directly supervised at all times by an adult who is not less than eighteen (18) years of age. It is recommended that children under six (6) years of age should be within arm's length at all times.
- (c) Each user must take a shower using warm water and soap, and thoroughly rinse off all soap before entering and re-entering the pool. All oils, lotions and/or creams must be removed before entering the pool to provide the hygienic environment required.
- (d) No person infected with a communicable disease or having open sores on his or her body may enter the pool.
- (e) It is recommended that pregnant women or people with serious health conditions check with their physician prior to use.
- (f) Children not toilet trained, or any other person who may lose control of elimination functions, must wear approved watertight attire.

- (g) Personal flotation devices and toys are permitted as long as they are specifically designed for swimming pool use and do not interfere with others using the facility or the mechanical operation of the pool equipment (e.g. small toys which can block the skimmer).
- (h) Change rooms are provided. Proper bathing attire must be worn in the swimming pool. Street clothing or substitutes for bathing suits are not permitted as they can create a safety concern and interfere with the effective operation of the pool equipment.
- (i) All persons with shoulder-length or longer hair must either wear a bathing cap, or have their hair tied back.
- (j) For health and safety purposes, food and beverages are not permitted anywhere in the swimming pool nor is any type of glassware.
- (k) Diving is not permitted.
- (l) Personal belongings, other than items for swimming, are not permitted in the swimming pool area.
- (m) The telephone provided in the pool area is for emergency use only.
- (n) Personal hygiene activities are not permitted (e.g. shaving, hair treatments or personal grooming).
- (o) The use of the indoor swimming pool shall also be subject to the terms and provisions of any Applicable Zoning By-laws (as such term is defined in this Condominium's declaration).

17. **FITNESS ROOM**

- (a) All equipment must be used according to its operating instructions. If you are not familiar with the equipment, please check with the Manager who will assist you.
- (b) For safety reasons, children under the age of twelve (12) years are not permitted to use the fitness room. Children between the ages of twelve (12) to sixteen (17) must be supervised by an adult over eighteen (18) years of age at all times.
- (c) When exercising, proper attire and sports shoes must be worn at all times.
- (d) Only equipment and supplies provided and/or authorized by the Manager are permitted to be stored in the fitness room. If a person's exercise program requires the use of other equipment, same must be removed after each use.
- (e) All equipment must be returned to its original storage location(s) and turned off after use. Please see the Manager for instructions on the use of the electronics systems.
- (f) For the protection of all users, perspiration must be removed from the equipment after each use by using a towel and disinfectant spray.
- (g) Please ensure proper use and care of all equipment. Avoid banging or dropping weights when using free weights or machines.
- (h) No free weights and/or equipment may be removed from the fitness room at any time.
- (i) Personal Trainers (as guests) are permitted and must be registered with the Manager. The facilities are for residential use only and not for business use.
- (j) As a courtesy to all residents using the fitness room all electronic devices must be silenced, and may only be used with headphones. To ensure privacy, cameras, cell phones and portable electronic devices must not be used to capture images and/or video.
- (k) Refreshments only in non-breakable containers are permitted.

18. **PET SPA**

- (a) The Pet Spa area is restricted to one pet at a time and pets must not be unattended.
- (b) Pets must be on a leash prior and after exiting the Pet Spa area.
- (c) All garbage must be properly secured and disposed of in the container provided.
- (d) Except for light cleaning, the facility must be left in the general condition it was found, or the resident reserving the area will be responsible for additional damage or cleaning charges.

- (e) Before and after any reservation of the facility, the Manager will inspect and inventory the Pet Spa area. If your pet is not feeling well (e.g. vomiting, diarrhea, flees etc.), please do not bring him/her to the Pet Spa area as this may effect other pets.

19. **SMOKING**

- (a) Smoking and/or vaping (which shall include, but not be limited to, the inhaling, breathing, carrying, vaping or possession of any lit and/or smoke-producing tobacco, cannabis or similar substances) is expressly prohibited upon, within or from any common element area(s), including, but not limited to, all hallways, stairwells, corridors, elevators, underground parking garage, amenity areas and recreation areas, and any exclusive use common element areas appurtenant to any dwelling unit (whether comprising an outdoor patio, balcony or terrace area, or otherwise).
- (b) Smoking shall be permitted only within the confines of any dwelling unit, provided (and so long as):
  - (i) all windows and doors to the dwelling unit are closed, and all exhaust fans within the dwelling unit are running, whenever smoking occurs; and
  - (ii) one or more adequate air filters or air purifiers are installed within the dwelling unit, in an effort to prevent or obviate second-hand smoke migration to any other units and/or common element areas.
- (c) No tobacco, marijuana, or cannabis plant(s) shall be grown within the confines of any unit(s) and/or common element area(s).

**SCHEDULE 1**

**Tenant Information Form**

**York Region Standard Condominium Corporation No. #####**

Unit \_\_\_\_\_ Level \_\_\_\_\_

Municipal Address:

Landlord's Name:

Landlord's Permanent Address:

Telephone:

Term of Lease: \_\_\_\_\_ years

Commencement Date:

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

Tenant's Full Name:

Social Insurance Number:

Driver's License Number:

Vehicle Plate Number:

Number of Occupants: Adults \_\_\_\_\_ Children \_\_\_\_\_ Total \_\_\_\_\_

Adults Full Names: \_\_\_\_\_

Children's Full Names: \_\_\_\_\_ Age \_\_\_\_\_

\_\_\_\_\_ Age \_\_\_\_\_

Tenant's Present Address \_\_\_\_\_

Telephone: \_\_\_\_\_

Employer:

Business Address:

Business Telephone Number:

Name of Nearest Relative:

Nearest Relative's Address:

Telephone:

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Signature

SCHEDULE 2

**Tenant's Undertaking and Acknowledgment**

**York Region Standard Condominium Corporation No. #####**

I/WE, \_\_\_\_\_, the undersigned, as tenant(s) of Unit \_\_\_\_\_ Level \_\_\_\_\_ (the "Unit"), according to York Region Standard Condominium Plan No. ##### 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, 1998* (the "Act") and the Regulations made thereunder, and all subsequent amendments thereto, and also the Declaration, By-Laws and Rules of the said York Region Standard Condominium Corporation No. ##### (the "Corporation").

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

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

I/We intend to occupy the Unit with the persons named above as our principal 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 Rules.

I/We further acknowledge that the Unit is restricted to a maximum of four persons.

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 Declaration, By-Laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Act.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Signature

**SCHEDULE 3**

**Elevator Reservation Agreement**

**York Region Standard Condominium Corporation No. #####**

Reservation requested by \_\_\_\_\_  
(Print first name and last name)

Suite \_\_\_\_\_

Bus Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Owner \_\_\_\_\_  
(Print first and last name)

The reservation request is for the use of the service elevator for the purpose of a move out/move in/delivery.

Outgoing Resident \_\_\_\_\_

Incoming Resident \_\_\_\_\_

Delivery/Movers \_\_\_\_\_

The date and time of the reservation shall be:

\_\_\_\_\_  
(Day) (Month) (Year)

from \_\_\_\_\_ to \_\_\_\_\_ (Maximum 4 hours)

I understand and agree to the following conditions:

1. I shall deposit with the Corporation upon signing this agreement, a refundable security deposit in the amount of \$ \_\_\_\_\_ by money order or certified cheque payable to \_\_\_\_\_. This amount will be refunded upon completion of the move and not having caused any damage to the common elements of the Corporation and upon surrender to the manager or its staff all common element keys and garage access devices in my possession.
2. I shall notify the manager or superintendent and request an inspection of the elevator immediately prior to using the elevator. Upon completion of the move or delivery, I shall forthwith request a re-inspection of the elevator and affected common elements.
3. I shall be liable for the full cost of all repairs to any damage which may occur as a result of the use of the elevator by me or my agents. I shall accept the cost of repairs as assessed by the manager and acknowledge that all or part of the security deposit shall be withheld and applied towards the cost of repairs.
4. I shall only use the elevator during the term of the reservation.
5. I shall take reasonable precautions to prevent unauthorized entry into the building during the term of the reservation.
6. I shall not obstruct corridors and elevator lobbies prior to, during or after the term of the reservation.
7. I agree that special care will be taken with regard to the MIRRORS that are present in the elevators. I agree that the PROTECTIVE PADS must be in place prior, during and after and/or until the completion of the final inspection.

I hereby acknowledge that I have read this Agreement and I agree to abide by the Rules of the Corporation in force from time to time.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Applicant's Signature



<b>AREA INSPECTED</b>	<b>BEFORE</b>	<b>AFTER</b>
Loading Dock Area	_____	_____
Moving Room and Doors	_____	_____
Ground Level Lobby and Doors	_____	_____
Elevator Doors/Frame	_____	_____
Elevator Cab/Pads	_____	_____
Corridor Floor/Walls	_____	_____
All Fixtures	_____	_____
Suite Door	_____	_____