

**NOTICE OF RULES PASSED BY THE BOARD OF DIRECTORS OF
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2123**

TO: 1540340 ONTARIO INC., the registered owner of all units on all levels in TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2123 (the "Corporation")

RULES

In accordance with the provisions of section 58(6) of the *Condominium Act 1998, S.O. 1998, as amended from time to time* (hereinafter referred to as the "Act"), notice is hereby given that the directors of the Corporation, at their meeting on the 6th day of December, 2010, passed those rules in the form annexed hereto as Schedule "A" (hereinafter collectively referred to as the "Corporation's Rules"), and notice of same is hereby given to you, as you are the registered owner of all of the units in the Corporation as of the date hereof.

The board proposes that the Corporation's Rules will become effective on the 30th day of following the date that this notice has been given to you, provided that the board has not therefore received a written requisition for a meeting conveyed under section 46 of the Act to consider, amend or repeal any of such rules, or to make any new rules.

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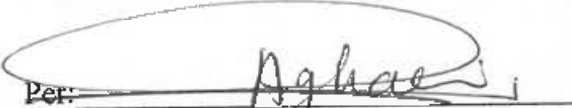
Please be further advised that you (or any other owners) have a right to requisition a meeting under section 46 of the Act, to consider, amend or repeal any of such rules, or to make new rules, and that the rules shall become effective:

- a) once the owners approve of same at a meeting of owners duly called for that purpose (in those circumstances where the board receives a requisition for the meeting under section 46 of the Act, within 30 days after this notice regarding the rules has been given to you); or alternatively
- b) 30 days after this notice regarding the rules has been given to you, if the board does not receive a requisition for a meeting under section 46 of the Act within such 30 day period.

DATED this 6th day of December, 2011.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2123**

Per: _____


Saeid Aghaei - Secretary

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2123

RULES

The following Rules made pursuant to the *Condominium Act, S.O. 1998*, shall be observed by all owners (collectively, the "Owners" and any other person(s) occupying the Unit with the Owner's approval, including, without limitation, members of the Owner's family, his tenants, guests and invitees.

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 family, guests, servants, agents or occupants of his Unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation (the "Corporation") against such Owner in the same manner as Common Expenses.

1. GENERAL

- (a) Use of common elements and units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units;
- (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 or agents;
- (c) Any losses, costs or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by any owner or occupants, his family, guests, visitors, servants 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;

2. QUIET ENJOYMENT

- (a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units 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 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's fees)
- (c) No auction sales, private showing or public events shall be allowed in any unit or the common elements;
- (d) Firecrackers or other fireworks are not permitted in any unit or on the common elements;
- (e) Any repairs to the units or common elements shall be made only during reasonable hours.

3. SECURITY

- (a) Residents are to immediately report any suspicious person(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, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the manager.
- (h) Owners shall supply to the Board the names of all residents and tenants of all Dwelling Units and the license number of all motor vehicles that are parked in parking units.

4. **SAFETY**

- (a) No storage of any combustible or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements;
- (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;
- (d) Water shall not be left running unless in actual use;
- (e) Nothing shall be thrown out of the windows or the doors of the units;
- (f) No barbecues may be used indoors;
- (g) No owner or occupant shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- (h) Smoking is prohibited in all common areas.

5. **COMMON ELEMENTS**

- (a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property, if any;
- (b) No awning, foil paper or shades shall be erected over, on or outside of the windows or patios, balconies or terraces without the prior written consent of the Board.
- (c) No equipment shall be removed from the common elements by, or on behalf of, any owner or occupant of a unit;
- (d) No outside painting shall be done to the exterior of the units, railings, doors, windows, or any other part of the common elements;
- (e) The passageways and walkways which are part of the common elements shall not be obstructed by any of the owners or occupants or used by them for any purpose other than for ingress and egress to and from a unit or some other part of the common elements;
- (f) Any physical damage to the common elements caused by an owner or occupant, his family, guests, visitors, servants, or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such owner or occupant;
- (g) 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;

- (h) No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements and o trailer, either with or without living, sleeping or eating accommodations and shall be placed, located, kept or maintained on the common elements;

6. **DWELLING 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 other substances shall be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be born by the owner who, or whose, tenant, family, guest, visitor, servant or agent shall cause it;
- (b) No owner or occupant shall make any major plumbing, electrical mechanical, structural or television cable alteration in or to his unit without the prior consent of the Board;
- (c) No Owner shall overload existing electrical circuits in his Unit and shall not alter in any way the amperage of the existing circuit breakers in his 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 regulation 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 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 cooperate with the Manager to provide access to each Unit for the purpose of conducting a spraying program to eliminate any incident of pets, insects, vermin or rodents within the buildings.

7. **GARBAGE DISPOSAL**

- (a) 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;
- (b) Newspapers and magazines shall not be thrown down the garbage chute, but shall be securely bound and deposited in the designated recycling area;
- (c) Bottles shall not be thrown down the garbage chute but shall be deposited in the designated recycling area;
- (d) 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;
- (e) No garbage other than those items listed in paragraphs (b), (c) and (d) above is to be left on the floor of the disposal rooms;
- (f) No burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown down the garbage chute;
- (g) No garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 8:00 a.m.

8. **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 and the Lease itself;

- (b) Within seven (7) days of ceasing to rent his unit (or within seven (7) days of being advised that his 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;
- (e) No lease shall be for a period of less than six (6) months without the approval of the Board;
- (f) No owner shall allow his tenant to sublet his unit to another tenant;
- (g) 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;
- (h) During the period of occupancy by the tenant, the owner shall have no right of use of any part of the common elements;
- (i) The owner shall supply to the Board, his current address and telephone number during the period of occupancy by the tenant.

9. PARKING

For the purpose of these **Rules**, "motor vehicle" means a private passenger automobile, station wagon, compact van, or motorcycle as customarily understood. No motor vehicle parked upon any common elements shall exceed a height of 1.9 metres.

- (a) No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements 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; and
 - (iv) roadways
- (c) No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on the Common Elements 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 parking space.
- (d) No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Elements, nor in any Unit 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.
- (e) 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" between the hours of 2:00 a.m. and 7:00 a.m. at all times. The permit shall be an official permit authorized and issued by the Board of Directors, the Manager and/or its designated agent. Owners are responsible for obtaining a permit on behalf of their guests/visitors, in advance, from the Board of Directors, the Manager and or its designated agent, during normal business hours. A permit shall not be issued for a period in excess of three (3) days. The permit must be visibly displayed on the left front dashboard.
- (f) 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 of that Unit.

- (g) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of posted speed.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) 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 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.
- (l) Guests and visitors shall park only in areas designated as guest or visitor parking.
- (m) No motor vehicle having a propane or natural gas propulsion system shall be parked in a parking unit or the common elements.
- (n) No parking units shall be used for any purpose other than to park a motor vehicle that is either a private passenger automobile, station wagon, compact van or motor cycle.

10. **PETS**

- (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, with the term "pet" being defined restrictively to include only:
 - (i) a canary, a budgie, or any other small bird that is kept in a cage at all times;
 - (ii) a hamster, a gerbil, a guinea pig, a mouse or a rabbit that is kept in a cage at all times;
 - (iii) one or more turtles that are kept in an enclosed container at all times;
 - (iv) an aquarium of goldfish and/or tropical fish; and
 - (v) a dog or a cat (excluding pitbulls, dobermans, mastiffs, rottweilers, and any other similar breeds of dog that are customarily bred or trained as "guard dogs" or "attack dogs") that are sufficiently small in both weight and size such that same can be easily lifted and carried throughout all portions of the common elements by the dog's or cat's owner (whenever such pet is being transported to and from such owner's dwelling unit).
- (b) No such pet that is deemed to be a nuisance by the board or the Condominium's property manager (in their sole and absolute discretion) shall be kept by any owner in any unit or in any part of the common elements. Each owner must ensure that his or her pet does not defecate and/or urinate upon any unit or common element area, and shall be obliged to clean up any mess that occurs thereon immediately thereafter. Should a pet owner fail to clean up after his or her pet as aforesaid, then the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks after receiving a written request from the board (or the Condominium's property manager) to remove such pet, permanently remove such pet from the property. All dogs and cats must be on a leash (or otherwise adequately constrained)

when outdoors, all birds, rodents and/or turtles must be kept in their cage, and all pets must be carried by their respective owners whenever same are being transported throughout the interior common element areas, and must be accompanied by their respective owners at all times whenever same are within or upon the common elements. No breeding of animals, whether for sale or other purposes, shall be carried on within any unit and/or the common elements.

11. **MULTI-PURPOSE ROOM**

- (a) Any Unit Owner wishing to use the multi-purpose room shall complete in triplicate an application for rental of this room and leave same with the Management Office together with a non-refundable fee, plus a security deposit, plus a cheque to cover security by the hour, or an amount to be determined by the board of Directors or their Agent at the time of application. The deposit shall be returned if the multi purpose room is left in the same condition as it is found.
- (b) No resident shall permit more persons to be present in the multi-purpose room than is allowed by the fire marshall's office, as indicated in the rental application.
- (c) No resident shall permit noisy, rowdy, or raucous behaviour in or adjacent to the multi-purpose room nor any behaviour or noise which disturbs the comfort and quiet enjoyment of other residents, their families, guests, visitors, servants, and persons having business with them.
- (d) No resident shall permit any illegal act in or adjacent to the multi-purpose room or upon the property of the condominium corporation.
- (e) Any resident using the multi-purpose 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.
- (f) Advance reservations for the use of the multi-purpose room may be made by telephone. Reservations must be cancelled no later than 14 days prior to the date reserved. If cheque, deposit, and signed forms have not been received by the Management Office 14 days before the day of the party, the reservation will be automatically cancelled.
- (g) The multi-purpose room may not be used for any purpose after 2:00 a.m.

12. **BALCONIES, DECKS, TERRACES AND EXCLUSIVE USE AREAS**

- (h) Balconies, patios, terraces and exclusive use areas shall not be used for cooking and barbecuing.
- (i) No hanging or drying of clothes is allowed on any balcony, patio, terrace or exclusive use area.
- (j) Balconies, patios, terraces and exclusive use areas shall not be used for the storage of any goods or materials.
- (k) 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.

13. **ELEVATORS AND MOVING**

- (a) Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose (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) 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 8:00 a.m. and 8:00 p.m. Monday to Saturday inclusive and shall not take place on public holidays.
- (c) A refundable security/damage deposit in such amounts as determined by the Board from time to time in cash, money order or certified cheque payable to the Corporation shall be deposited with the Corporation through the manager or its staff when making the reservation 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 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 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 elevators and any part of the common elements caused by the moving of furniture or equipment into or out of the suite or the delivery of goods, services and home furnishings or equipment into or out of the suite. 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 still 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 suite, the owner or occupant vacating the premises shall surrender all common element keys and any garage access devices in his 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) Bicycles and carts shall not be taken on any elevator.
- (k) Smoking is prohibited in all elevators.

- (l) Clauses (a) to (e) inclusive of this rule relating to the reservation of the elevator and security deposit shall not apply during the initial move-in period prior to registration. Owners who have purchased their unit from the declarant shall not be required to provide a security deposit pursuant to Clause (c) for their initial move-in.

14. **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 Condominium 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 owners 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 where 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 owners 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.

SCHEDULE I

Tenant Information Form

Toronto Standard Condominium Corporation No. 2123

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 _____, 200__

Tenant's Signature

Tenant's Signature

SCHEDULE 2

Tenant's Undertaking and Acknowledgment

Toronto Standard Condominium Corporation No. 2123

I/WE, _____, the undersigned, as tenant(s) of Unit _____ Level _____ (the "Unit"), according to Toronto Standard Condominium Plan No.2123 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* and the Regulations make thereunder, and all subsequent amendments thereto, and also the Declaration, By-Laws and Rules of the said Toronto Standard Condominium Corporation No. 2123 (the "**Corporation**").

I/We acknowledge that I am /we are subject to the provisions contained in the said 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 Condominium Act.

DATED at _____ this _____ day of _____, 200__

Tenant's Signature

Tenant's Signature

SCHEDULE 3

ELEVATOR RESERVATION AGREEMENT

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 cash, 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 _____, 200__

Applicant's Signature

AREA INSPECTED

BEFORE

AFTER

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

DECLARATION, SCHEDULE "A"

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2123

This AMENDED RULE 10. PETS

becomes effective on
Monday, August 25, 2014

The following Amended Rule made pursuant to the *Condominium Act, S.O. 1998*, shall be observed by all owners (collectively, the "Owners" and any other persons(s) occupying the Unit with the Owner's approval, including, without limitation, members of the Owner's family, his/her tenants, guests and invitees.

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 or occupants of his/her Unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation (the "Corporation") against such Owner in the same manner as Common Expenses.

10. PETS

(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, with the term "pet" being defined restrictively to include only:

- (i) a canary, a budgie, or any other small bird that is kept in a cage at all times;
- (ii) a hamster, a gerbil, a guinea pig, a mouse or a rabbit that is kept in a cage at all times;

(iii) one or more turtles that are kept in an enclosed container at all times;

(iv) an aquarium of goldfish and /or tropical fish; and

(v) a dog or a cat (excluding pit bulls, Dobermans, mastiffs, Rottweiler's, and any other similar breeds of dog that are customarily bred or trained as "guard dogs" or "attack dogs") that are sufficiently small in both weight and size such that same can be easily lifted and carried throughout all portions of the common elements by the dog's or cat's owner (whenever such pet is being transported to and from such owner's dwelling unit).

(b) No such pet that is deemed to be a nuisance by the board or the Condominium's property manager (in their sole and absolute discretion) shall be kept by any owner in any unit or in any part of the common elements. Each owner must ensure that his or her pet does not defecate and / or urinate upon any unit or common element area, and shall be obliged to clean up any mess that occurs thereon immediately thereafter. Should a pet owner fail to clean up after his or her pet as aforesaid, then the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks after receiving a written request from the board (or the Condominium's property manager) to remove such pet, permanently remove such pet from the property. All dogs and cats must be on a leash (or otherwise adequately constrained) when outdoors, all birds, rodents and / or turtles must be kept in their cage, and all pets must be carried by their respective owners whenever same are being transported

throughout the interior common element areas, and must be accompanied by their respective owners at all times whenever same are within or upon the common elements. No breeding of animals, whether for sale or other purposes, shall be carried on within any unit and / or the common elements.

(c) Residents are expected to maintain control of their pets.

- (i) Dogs are to be carried on a leash when in common areas
- (ii) Pets are not allowed to defecate or urinate on any building property (this includes balconies)
- (iii) Pets that do have accidents on common elements are to be attended to by their owner that is the owner of the pet is to clean up after it.
- (iv) Animal waste left to be cleaned by staff will result in a \$250.00 cleaning charge against the unit owner each time

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 or occupants of his/her Unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation (the "Corporation") against such Owner in the same manner as Common Expenses.

- (v) If a pet repeatedly leaves excrement on any corporate property, the pet may be declared a nuisance and the owner will be required to remove it from the building permanently
- (vi) Any pet which is not under the care and control of the owner and attacks another pet causing injury or attacks residents,

owners or guests or otherwise damages common element property may be declared a nuisance and the owner shall be required to remove it from the property permanently.

- (vii) Failure to do so will result in \$250.00 administrative fees against the unit owner to order compliance and any related subsequent legal costs shall be borne by the unit owner.



NOTICE OF RULE

TO: The Owners
Toronto Standard Condominium Corporation No. 2123 (the “**Corporation**”)

FROM: Board of Directors

DATE: June 19, 2018

RE: Toronto Standard Condominium Corporation No. 2123 – New Rules

Please find enclosed a copy of the Corporation’s proposed new Rules, to supplement the existing rules of the Corporation, in accordance with Section 58 of the *Condominium Act, 1998*.

The new Rules will become effective on July 19, 2018, unless a meeting is requisitioned in accordance with Section 46 of the *Condominium Act, 1998*.

Pursuant to the *Condominium Act, 1998* rules may only become effective at the time determined by sections 58 (7) and (8).

We enclose a copy of Sections 58 and 46 of the *Condominium Act* for your reference.

Owners who have leased their units are responsible to deliver these Rules to their tenant(s).

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2123 (the "Corporation")

Pursuant to Section 58 of the *Condominium Act, 1998*

**RULES REGARDING THE USE AND CULTIVATION OF CANNABIS,
SMOKE/ODOUR MIGRATION AND SECURITY:**

WHEREAS:

- a) The Corporation has a duty to ensure compliance by owners and occupants of residential units with the provisions and requirements of the Act and Declaration; and
- b) The Board of Directors of the Corporation has the authority to pass rules governing the use and occupation of the units, consistent with the Declaration, in order to promote the safety, security and welfare of owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units;

NOW THEREFORE BE IT ENACTED AS RULES, AS FOLLOWS:

15. CANNABIS AND SMOKE MIGRATION

- (a) No one shall grow or cultivate cannabis on any part of the Corporation's property, including the units, exclusive use common elements or common elements.
- (b) In these Rules, "smoke" or "smoking" means to inhale, exhale, hold or otherwise have control over ignited tobacco, ignited cannabis, or any other substance, or to vape using a vaping instrument, device or product (including but not limited to, an electronic cigarette, an electronic cigar and an electronic pipe) or any other instrument, device or product whose use generates or creates smoke and/or emits an aerosol or vapour.
- (c) Smoking is prohibited in or upon all portions of the exclusive use common elements.
- (d) No one shall permit smoke or odours, including second-hand smoke, to interfere with occupants in other units or the exclusive use common elements or common elements. If the Board determines, in its sole and exclusive discretion, that smoke or odour is being transmitted to another unit, the exclusive use common elements or the common elements, the Board may require the owner of the unit from which the smoke or odour emanates to take whatever steps are required to rectify the problem to the satisfaction of the Board. Without limiting the generality of the foregoing, these steps could include the owner installing, at their own cost, adequate ventilation in their unit or the common elements, if necessary, to stop the smoke or odour penetration, in which case, the owner may be required to enter into an alteration agreement with the Corporation. If the owner of such unit fails to abate the smoke or odour, the Board may take such steps as it deems necessary to abate the smoke or odour and the owner shall be liable to the Corporation for all expenses thereby incurred in abating the smoke or odour.

16. ACCESS

- (a) In order to ensure the safety and security of all residents, all owners and residents who have been provided with an access fob and/or garage remote shall be required to permit the Corporation to take and retain a digital photograph of such owner or resident for the purpose of identifying residents and owners of units in the Corporation. If an owner or resident fails to permit the Corporation to take and retain a photograph of such owner or resident, the access fob(s) and/or garage remote(s) may be deactivated by the Corporation until such time as the owner or resident permits the Corporation to take and retain a digital photograph of such owner or resident.

DATED at Toronto this 19 day of June, 2018

Section 58 of the Condominium Act, 1998

Rules

- 58 (1) The board may make, amend or repeal rules under this section respecting the use of the units, the common elements or the assets, if any, of the corporation to,
- (a) promote the safety, security or welfare of the owners and of the property and the assets, if any, of the corporation; or
 - (b) prevent unreasonable interference with the use and enjoyment of the units, the common elements or the assets, if any, of the corporation.

Rules to be reasonable

- (2) The rules shall be reasonable and consistent with this Act, the declaration and the by-laws.

Same, proposed rules

- (3) Rules proposed by the declarant before the registration of a declaration and description shall be reasonable and consistent with this Act, the proposed declaration and the proposed by-laws.

Inconsistent provisions

- (4) If any provision in a rule or a proposed rule is inconsistent with the provisions of this Act, the provisions of this Act shall prevail and the rule or proposed rule, as the case may be, shall be deemed to be amended accordingly.

Amendment by owners

- (5) The owners may amend or repeal a rule at a meeting of owners duly called for that purpose.

Notice of rule

- (6) Upon making, amending or repealing a rule, the board shall give a notice of it to the owners that includes,
- (a) a copy of the rule as made, amended or repealed, as the case may be;
 - (b) a statement of the date that the board proposes that the rule will become effective;
 - (c) a statement that the owners have the right to requisition a meeting under section 46 and the rule becomes effective at the time determined by subsections (7) and (8); and
 - (d) a copy of the text of section 46 and this section.

When rule effective

- (7) Subject to subsection (8), a rule is not effective until the following time:
1. If the board receives a requisition for a meeting of owners under section 46 within 30 days after the board has given notice of the rule to the owners, the earlier of,
 - i. the time at which a quorum is not present at the first attempt to hold the meeting, and
 - ii. the time at which a quorum is present at the first attempt to hold the meeting and the owners do not vote against the rule at the meeting.
 2. If the board does not receive a requisition for a meeting of owners under section 46 within the 30 days after the board has given notice of the rule to the owners, the day after that 30th day.

Same

- (8) A rule or an amendment to a rule that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose.

Same, proposed rule

- (9) Despite subsection (7), a rule proposed by the declarant before the registration of the declaration and description shall be effective until it is replaced or confirmed by a rule of the corporation that takes effect in accordance with subsection (7).

Compliance

- (10) All persons bound by the rules shall comply with them and the rules may be enforced in the same manner as the by-laws.

Section 46 of the Condominium Act, 1998

Requisition for meeting

- 46 (1) Subject to subsection (2), a requisition for a meeting of owners can only be made by those owners who, at the time the board receives the requisition,
- (a) own at least 15 per cent of the units;
 - (b) appear in the record of the corporation required by section 46.1 or are required by that section to appear in that record; and
 - (c) have no contributions to the common expenses payable for their units that have been in arrears for 30 days or more.

Meeting re director in reserved position

- (2) If the nature of the business to be presented at a meeting of owners includes the removal or the election of a director who occupies a position on the board described in subsection 51 (6), a requisition made by owners for the meeting can only be made by those owners who, at the time the board receives the requisition,
- (a) own at least 15 per cent of the non-leased voting units in the corporation;
 - (b) appear in the record of the corporation required by section 46.1 or are required by that section to appear in that record; and
 - (c) have no contributions to the common expenses payable for their units that have been in arrears for 30 days or more.

Saving

- (3) If a requisition made under subsection (2) does not meet the requirements of that subsection but does meet the requirements of subsection (1), the meeting may proceed for the transaction of any business pursuant to subsection (1) but not for the removal or the election of a director as described in subsection (2).

Purpose of meeting

- (4) A requisition for a meeting of owners may be called for any of the following purposes:
1. An information meeting of owners being a meeting at which no vote shall be taken on any matter other than routine procedure.
 2. The removal or the election of one or more of the directors.
 3. Any other purpose for which this Act or the regulations permit the owners to requisition a meeting of owners.

Form of requisition

(5) The requisition shall contain the prescribed information and shall be in the prescribed form.

Delivery of requisition

(6) The requisition shall be delivered personally or by registered mail to the president or secretary of the board or deposited at the address for service of the corporation or as is otherwise prescribed.

Response of board

(7) Subject to subsection (8), upon receiving a requisition, the board shall, within 10 days or such other time period, if any, that is prescribed, respond to the requisitionists in writing, in accordance with subsection (9), stating that,

(a) the board will call and hold a meeting of owners for the transaction of business in the requisition; or

(b) the board will not call and hold a meeting of owners for the transaction of business in the requisition and state why, according to the board, the requisition does not comply with any or all of subsections (1) to (6).

Withdrawal of requisition

(8) The board is not required to respond to a requisition under subsection (7) if the requisitionists have withdrawn it in accordance with the regulations, if any.

Delivery of response

(9) In responding under subsection (7), the board shall deliver its response to the requisitionists at their address for service given in the requisition or as is otherwise prescribed.

Default response

(10) If the board does not respond to the requisitionists as required by subsection (7), the board shall be deemed to have responded to the requisitionists as described in clause (7) (a).

Calling meeting

(11) Subject to subsection (12), if the board responds or is deemed to have responded as described in clause (7) (a), the board shall,

(a) if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the meeting to the agenda of items for the next annual general meeting that, in accordance with this Act, is scheduled to be held, as determined by the board or as determined in the prescribed manner,

(i) at least 40 days after the end of the time period that the board has to respond to the requisitionists under subsection (7), in the case of a request,

(ii) at least 40 days after the consent is given, in the case of a consent; or

(b) otherwise call and hold a meeting of owners within 40 days after the end of the time period that the board has to respond to the requisitionists under subsection (7).

Withdrawal of requisition

(12) The board shall not do anything required by clause (11) (a) or (b) if the requisitionists withdraw the requisition in accordance with the regulations, if any, before the next annual general meeting described in that clause (a) or the meeting described in that clause (b), as the case may be, is held.

Revised requisition

(13) If the board responds as described in clause (7) (b), the requisitionists may, within 10 days or such other time period, if any, that is prescribed, revise the requisition in accordance with the regulations and deliver or deposit it in accordance with subsection (6).

Procedure

(14) Subsections (6) to (12) apply to a revised requisition as if it were a requisition mentioned in those subsections.

Abandonment

(15) If the board responds to an original requisition or a revised requisition as described in clause (7) (b), the requisitionists shall be deemed to have abandoned the original requisition or the revised requisition, which shall then have no force and effect, unless,

(a) they deliver or deposit a revised requisition in accordance with subsections (13) and (14); or

(b) within 20 days or such other time period, if any, that is prescribed, they,

(i) apply, in accordance with Part I.2, to the Condominium Authority Tribunal established under that Part for resolution of the original requisition or the revised requisition as a matter in dispute, if the Tribunal has been established under that Part and the application may be made under that Part, or

(ii) apply to the Superior Court of Justice for resolution of the original requisition or the revised requisition, if the Condominium Authority Tribunal has not been established under Part I.2 or the application described in subclause (i) may not be made under that Part.



NOTICE OF RULE

TO: **The Owners**
Toronto Standard Condominium Corporation No. 2123 (the “**Corporation**”)

FROM: **Board of Directors**

DATE: October 30, 2018

RE: Toronto Standard Condominium Corporation No. 2123 – New Rules

Please find enclosed a copy of the Corporation’s proposed new Rules, to supplement the existing rules of the Corporation, in accordance with Section 58 of the *Condominium Act, 1998*.

The new Rules will become effective on November 30, 2018, unless a meeting is requisitioned in accordance with Section 46 of the *Condominium Act, 1998*.

Pursuant to the *Condominium Act, 1998* rules may only become effective at the time determined by sections 58 (7) and (8).

We enclose a copy of Sections 58 and 46 of the *Condominium Act* for your reference.

Owners who have leased their units are responsible to deliver these Rules to their tenant(s).

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2123 (the "Corporation")

Pursuant to Section 58 of the *Condominium Act, 1998*

RULES REGARDING THE USE OF AMENITIES AND FACILITIES:

WHEREAS:

- a) The Corporation has a duty to ensure compliance by owners and occupants of residential units with the provisions and requirements of the Act and Declaration; and
- b) The Board of Directors of the Corporation has the authority to pass rules governing the use and occupation of the units, consistent with the Declaration, in order to promote the safety, security and welfare of owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units;

NOW THEREFORE BE IT ENACTED AS RULES, AS FOLLOWS:

17. **MISUSE OF AMENITIES AND FACILITIES**

- (a) In the event that a person using the recreational facilities and/or amenities:
 - (i) breaches the Act, declaration, by-laws or rules of the Corporation within or with respect to the recreational facilities and/or amenities;
 - (ii) causes potential or actual harm, injury or damage to any person or property, or creates a health or safety risk or a significant nuisance or disturbance; or
 - (iii) otherwise misuses or causes a disturbance within the recreational facilities and/or amenities;

the Board or manager may suspend such person's rights of access to and use of the recreational facilities and/or amenities for a period of time as determined by the Board or manager to be appropriate in the circumstances. In the event that a person's rights of access to and use of the recreational facilities and/or amenities is suspended, such person shall have a right to present to the Board at its next Board meeting any evidence or relevant information with respect to such person's conduct, which shall be considered and deliberated by the Board following such presentation, in the absence of such person. Thereafter, the Board shall determine whether the person shall continue to be suspended from using the recreational facilities and/or amenities (and if so, determine the length of such suspension) or whether the suspension is no longer necessary. The person shall be advised of the Board's decision within a reasonable period of time following the meeting.

DATED at Toronto this 30th day of October, 2018

Section 58 of the Condominium Act, 1998

Rules

58 (1) The board may make, amend or repeal rules under this section respecting the use of the units, the common elements or the assets, if any, of the corporation to,
(a) promote the safety, security or welfare of the owners and of the property and the assets, if any, of the corporation; or
(b) prevent unreasonable interference with the use and enjoyment of the units, the common elements or the assets, if any, of the corporation.

Rules to be reasonable

(2) The rules shall be reasonable and consistent with this Act, the declaration and the by-laws.

Same, proposed rules

(3) Rules proposed by the declarant before the registration of a declaration and description shall be reasonable and consistent with this Act, the proposed declaration and the proposed by-laws.

Inconsistent provisions

(4) If any provision in a rule or a proposed rule is inconsistent with the provisions of this Act, the provisions of this Act shall prevail and the rule or proposed rule, as the case may be, shall be deemed to be amended accordingly.

Amendment by owners

(5) The owners may amend or repeal a rule at a meeting of owners duly called for that purpose.

Notice of rule

(6) Upon making, amending or repealing a rule, the board shall give a notice of it to the owners that includes,
(a) a copy of the rule as made, amended or repealed, as the case may be;
(b) a statement of the date that the board proposes that the rule will become effective;
(c) a statement that the owners have the right to requisition a meeting under section 46 and the rule becomes effective at the time determined by subsections (7) and (8); and
(d) a copy of the text of section 46 and this section.

When rule effective

(7) Subject to subsection (8), a rule is not effective until the following time:
1. If the board receives a requisition for a meeting of owners under section 46 within 30 days after the board has given notice of the rule to the owners, the earlier of,
i. the time at which a quorum is not present at the first attempt to hold the meeting, and
ii. the time at which a quorum is present at the first attempt to hold the meeting and the owners do not vote against the rule at the meeting.
2. If the board does not receive a requisition for a meeting of owners under section 46 within the 30 days after the board has given notice of the rule to the owners, the day after that 30th day.

Same

(8) A rule or an amendment to a rule that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose.

Same, proposed rule

(9) Despite subsection (7), a rule proposed by the declarant before the registration of the declaration and description shall be effective until it is replaced or confirmed by a rule of the corporation that takes effect in accordance with subsection (7).

Compliance

(10) All persons bound by the rules shall comply with them and the rules may be enforced in the same manner as the by-laws.

Section 46 of the Condominium Act, 1998

Requisition for meeting

46 (1) Subject to subsection (2), a requisition for a meeting of owners can only be made by those owners who, at the time the board receives the requisition,
(a) own at least 15 per cent of the units;
(b) appear in the record of the corporation required by section 46.1 or are required by that section to appear in that record; and
(c) have no contributions to the common expenses payable for their units that have been in arrears for 30 days or more.

Meeting re director in reserved position

(2) If the nature of the business to be presented at a meeting of owners includes the removal or the election of a director who occupies a position on the board described in subsection 51 (6), a requisition made by owners for the meeting can only be made by those owners who, at the time the board receives the requisition,
(a) own at least 15 per cent of the non-leased voting units in the corporation;
(b) appear in the record of the corporation required by section 46.1 or are required by that section to appear in that record; and
(c) have no contributions to the common expenses payable for their units that have been in arrears for 30 days or more.

Saving

(3) If a requisition made under subsection (2) does not meet the requirements of that subsection but does meet the requirements of subsection (1), the meeting may proceed for the transaction of any business pursuant to subsection (1) but not for the removal or the election of a director as described in subsection (2).

Purpose of meeting

(4) A requisition for a meeting of owners may be called for any of the following purposes:
1. An information meeting of owners being a meeting at which no vote shall be taken on any matter other than routine procedure.
2. The removal or the election of one or more of the directors.
3. Any other purpose for which this Act or the regulations permit the owners to requisition a meeting of owners.

Form of requisition

(5) The requisition shall contain the prescribed information and shall be in the prescribed form.

Delivery of requisition

(6) The requisition shall be delivered personally or by registered mail to the president or secretary of the board or deposited at the address for service of the corporation or as is otherwise prescribed.

Response of board

(7) Subject to subsection (8), upon receiving a requisition, the board shall, within 10 days or such other time period, if any, that is prescribed, respond to the requisitionists in writing, in accordance with subsection (9), stating that,

(a) the board will call and hold a meeting of owners for the transaction of business in the requisition; or

(b) the board will not call and hold a meeting of owners for the transaction of business in the requisition and state why, according to the board, the requisition does not comply with any or all of subsections (1) to (6).

Withdrawal of requisition

(8) The board is not required to respond to a requisition under subsection (7) if the requisitionists have withdrawn it in accordance with the regulations, if any.

Delivery of response

(9) In responding under subsection (7), the board shall deliver its response to the requisitionists at their address for service given in the requisition or as is otherwise prescribed.

Default response

(10) If the board does not respond to the requisitionists as required by subsection (7), the board shall be deemed to have responded to the requisitionists as described in clause (7) (a).

Calling meeting

(11) Subject to subsection (12), if the board responds or is deemed to have responded as described in clause (7) (a), the board shall,

(a) if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the meeting to the agenda of items for the next annual general meeting that, in accordance with this Act, is scheduled to be held, as determined by the board or as determined in the prescribed manner,

(i) at least 40 days after the end of the time period that the board has to respond to the requisitionists under subsection (7), in the case of a request,

(ii) at least 40 days after the consent is given, in the case of a consent; or

(b) otherwise call and hold a meeting of owners within 40 days after the end of the time period that the board has to respond to the requisitionists under subsection (7).

Withdrawal of requisition

(12) The board shall not do anything required by clause (11) (a) or (b) if the requisitionists withdraw the requisition in accordance with the regulations, if any, before the next annual general meeting described in that clause (a) or the meeting described in that clause (b), as the case may be, is held.

Revised requisition

(13) If the board responds as described in clause (7) (b), the requisitionists may, within 10 days or such other time period, if any, that is prescribed, revise the requisition in accordance with the regulations and deliver or deposit it in accordance with subsection (6).

Procedure

(14) Subsections (6) to (12) apply to a revised requisition as if it were a requisition mentioned in those subsections.

Abandonment

(15) If the board responds to an original requisition or a revised requisition as described in clause (7) (b), the requisitionists shall be deemed to have abandoned the original requisition or the revised requisition, which shall then have no force and effect, unless,

(a) they deliver or deposit a revised requisition in accordance with subsections (13) and (14); or

(b) within 20 days or such other time period, if any, that is prescribed, they,

(i) apply, in accordance with Part I.2, to the Condominium Authority Tribunal established under that Part for resolution of the original requisition or the revised requisition as a matter in dispute, if the Tribunal has been established under that Part and the application may be made under that Part, or

(ii) apply to the Superior Court of Justice for resolution of the original requisition or the revised requisition, if the Condominium Authority Tribunal has not been established under Part I.2 or the application described in subclause (i) may not be made under that Part.



NOTICE OF RULE

TO: **The Owners**
 Toronto Standard Condominium Corporation No. 2123 (the "**Corporation**")

FROM: **Board of Directors**

DATE: **December 06, 2019**

RE: **Toronto Standard Condominium Corporation No. 2123 – New Rules**

Please find enclosed a copy of the Corporation's proposed new Rules, to supplement the existing rules of the Corporation, in accordance with Section 58 of the *Condominium Act, 1998*.

The new Rules will become effective on January 06, 2019, unless a meeting is requisitioned in accordance with Section 46 of the *Condominium Act, 1998*.

Pursuant to the *Condominium Act, 1998* rules may only become effective at the time determined by sections 58 (7) and (8).

We enclose a copy of Sections 58 and 46 of the *Condominium Act* for your reference.

Owners who have leased their units are responsible to deliver these Rules to their tenant(s).

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2123
(the "Corporation")

Pursuant to Section 58 of the *Condominium Act, 1998*

RULES GOVERNING USE OF UNITS FOR SHORT TERM RENTALS

WHEREAS:

- a) The Board of Directors of the Corporation has the authority to pass rules governing the use and occupation of the units, consistent with the declaration, in order to promote the safety, security and welfare of the Owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units.

NOW THEREFORE BE IT ENACTED AS RULE 17 (BEING AN ADDITION TO THE EXISTING RULES AND REGULATIONS OF THE CORPORATION), AS FOLLOWS:

17. SHORT TERM RENTALS

- a) For the purposes of these Rules, short term stays shall mean the lease, licence, use or occupation of a dwelling unit for a duration that is less than twenty-eight (28) days, irrespective of whether the owner is occupying the dwelling unit during this period ("**Short Term Stays**").
- b) Tenants are not permitted to lease, sub-lease, licence, sub-licence or make available the dwelling units for Short-Term Stays. For clarity, only owners are permitted to lease, licence or make available the dwelling units for Short-Term Stays.
- c) A unit may only be used for Short Term Stays if that unit is an owner's principal residence (i.e. one which the person has designated as their principal residence on their income tax filing or in other government records). Owners who do not reside in their unit as a principal residence shall be strictly prohibited from permitting their unit to be used for Short Term Stays.
- d) In the event a dwelling unit is used or intended to be used for Short Term Stays:
 - i. The owner shall, prior to the earlier of: (i) the end of the lease/rental period for each Short Term Stay; and (ii) within thirty (30) days of leasing/renting a dwelling unit, notify the Corporation that the unit has been leased/rented, and provide the Corporation with the name of the person(s) who will be using the unit for the Short Term Stay (the "**Short Term Renter**"), the owner's address for service of notices and/or other communication purposes, and a copy of the lease/rental or a summary of it in accordance with the regulations made under the *Condominium Act, 1998* (the "**Act**").
 - ii. Upon the expiration of a lease/rental of a dwelling unit for a Short Term Stay, the owner shall within thirty (30) days of such expiry, notify the Corporation of such expiry.
 - iii. No owner shall lease/rent their dwelling unit for Short Term Stays unless such owner first delivers to the Corporation a binding covenant or agreement, signed by the Short Term Renter in favour of the Corporation to the following effect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the unit rented by my and the common elements, comply with the Condominium Act, the Declaration, by-laws and rules of the Corporation during the entire term of my rental of the unit, and

will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses, unless otherwise provided by the Condominium Act."

- iv. Any Short Term Renter present on the Corporation's property who has not delivered a binding covenant or agreement required by Rule 19(c)(ii) will be deemed a trespasser and the Corporation may require the Short Term Renter to vacate the property.
- v. Immediately upon attending the property and prior to the Short Term Renter being permitted to occupy the owner's dwelling unit, the Short Term Renter must check in with security. The Short Term Renter shall advise the Corporation of the suite number of the dwelling unit that will be used for the Short-Term Stay, the names of the Short Term Renters, and the duration of the stay. If the foregoing information is not provided, the Short Term Renter will be deemed a trespasser and the Corporation may require the Short Term Renter to vacate the property.
- vi. Short Term Renters are permitted a maximum of up to two guests to attend at the unit being used for Short Term Rentals at any given time. Immediately upon attending the property, such guests must check in with security, failing which, the guest will be deemed a trespasser and the Corporation may require the guest to vacate the property.
- vii. A maximum of two Short Term Renters per bedroom shall be permitted to occupy a unit for Short Term Rentals.
- viii. The Short Term Renter shall not be permitted to use the amenities of the Corporation including, but not limited to, the exercise room, multi-purpose room, and rooftop deck (the "**Amenities**"). For clarity, the Short Term Renter shall only be permitted access to the front-entry door, lobby and elevators, staircase, and the floor where the dwelling unit is located.
- ix. Short Term Renters shall be required to utilize a special key fob to access the property, which may be obtained by a unit owner from property management (the "**Renter Key Fob**") at a cost to be determined by the Board. The Renter Key Fob will not permit access to the Amenities and other common element areas, as determined by the Board in its sole and absolute discretion. In order to ensure the safety and security of the property and residents, an owner shall not be permitted to provide the Short Term Renter with a key fob other than the Renter Key Fob.
- x. The Short Term Renter shall not permit any condition to exist and any activity to be carried on any portion of the common elements of the dwelling unit that: (i) will result in a contravention of any term or provision set out in the Act, or the Corporation's declaration (the "**Declaration**"), the by-laws (the "**By-laws**") and rules (the "**Rules**"); (ii) is likely to damage the property of the Corporation, injure any person, or impair the structural integrity of the any portion of the common elements; (iii) will unreasonably interfere with the use and enjoyment by the owners' of the common elements and/or their respective units; (iv) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy; or (v) may interfere with or impede the ability of the manager to perform its duties.

- xi. The Short Term Renter shall not by any conduct or activity undertaken in or upon any part of the common elements or dwelling unit, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to the Declaration, By-laws and/or the Rules.
- xii. An owner shall not use the front-desk security as a means for the Short Term Renter or owner to drop-off or pick-up the Renter Key Fob, or use the front-desk security as a concierge service.
- xiii. An owner shall provide the Short Term Renter with a copy of the Declaration, By-laws, and Rules.
- xiv. If an Owner or Short Term Renter fails to comply on more than one occasion with the requirements of the Act, the Declaration, By-laws and/or the Rules of the Corporation relating to Short-Term Stays or tenancies, the Owner shall not be permitted to use their dwelling unit for Short Term Stays for a period of time as determined by the Board in its sole and absolute discretion, acting reasonably, notwithstanding any right permitting such use.

DATED at Toronto this 06th day of December, 2019

Section 58 of the Condominium Act, 1998

Rules

58 (1) The board may make, amend or repeal rules under this section respecting the use of the units, the common elements or the assets, if any, of the corporation to,
(a) promote the safety, security or welfare of the owners and of the property and the assets, if any, of the corporation; or
(b) prevent unreasonable interference with the use and enjoyment of the units, the common elements or the assets, if any, of the corporation.

Rules to be reasonable

(2) The rules shall be reasonable and consistent with this Act, the declaration and the by-laws.

Same, proposed rules

(3) Rules proposed by the declarant before the registration of a declaration and description shall be reasonable and consistent with this Act, the proposed declaration and the proposed by-laws.

Inconsistent provisions

(4) If any provision in a rule or a proposed rule is inconsistent with the provisions of this Act, the provisions of this Act shall prevail and the rule or proposed rule, as the case may be, shall be deemed to be amended accordingly.

Amendment by owners

(5) The owners may amend or repeal a rule at a meeting of owners duly called for that purpose.

Notice of rule

(6) Upon making, amending or repealing a rule, the board shall give a notice of it to the owners that includes,
(a) a copy of the rule as made, amended or repealed, as the case may be;
(b) a statement of the date that the board proposes that the rule will become effective;
(c) a statement that the owners have the right to requisition a meeting under section 46 and the rule becomes effective at the time determined by subsections (7) and (8); and
(d) a copy of the text of section 46 and this section.

When rule effective

(7) Subject to subsection (8), a rule is not effective until the following time:
1. If the board receives a requisition for a meeting of owners under section 46 within 30 days after the board has given notice of the rule to the owners, the earlier of,
i. the time at which a quorum is not present at the first attempt to hold the meeting, and
ii. the time at which a quorum is present at the first attempt to hold the meeting and the owners do not vote against the rule at the meeting.
2. If the board does not receive a requisition for a meeting of owners under section 46 within the 30 days after the board has given notice of the rule to the owners, the day after that 30th day.

Same

(8) A rule or an amendment to a rule that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose.

Same, proposed rule

(9) Despite subsection (7), a rule proposed by the declarant before the registration of the declaration and description shall be effective until it is replaced or confirmed by a rule of the corporation that takes effect in accordance with subsection (7).

Compliance

(10) All persons bound by the rules shall comply with them and the rules may be enforced in the same manner as the by-laws.

Section 46 of the Condominium Act, 1998

Requisition for meeting

46 (1) Subject to subsection (2), a requisition for a meeting of owners can only be made by those owners who, at the time the board receives the requisition,
(a) own at least 15 per cent of the units;
(b) appear in the record of the corporation required by section 46.1 or are required by that section to appear in that record; and
(c) have no contributions to the common expenses payable for their units that have been in arrears for 30 days or more.

Meeting re director in reserved position

(2) If the nature of the business to be presented at a meeting of owners includes the removal or the election of a director who occupies a position on the board described in subsection 51 (6), a requisition made by owners for the meeting can only be made by those owners who, at the time the board receives the requisition,
(a) own at least 15 per cent of the non-leased voting units in the corporation;
(b) appear in the record of the corporation required by section 46.1 or are required by that section to appear in that record; and
(c) have no contributions to the common expenses payable for their units that have been in arrears for 30 days or more.

Saving

(3) If a requisition made under subsection (2) does not meet the requirements of that subsection but does meet the requirements of subsection (1), the meeting may proceed for the transaction of any business pursuant to subsection (1) but not for the removal or the election of a director as described in subsection (2).

Purpose of meeting

(4) A requisition for a meeting of owners may be called for any of the following purposes:
1. An information meeting of owners being a meeting at which no vote shall be taken on any matter other than routine procedure.
2. The removal or the election of one or more of the directors.

3. Any other purpose for which this Act or the regulations permit the owners to requisition a meeting of owners.

Form of requisition

(5) The requisition shall contain the prescribed information and shall be in the prescribed form.

Delivery of requisition

(6) The requisition shall be delivered personally or by registered mail to the president or secretary of the board or deposited at the address for service of the corporation or as is otherwise prescribed.

Response of board

(7) Subject to subsection (8), upon receiving a requisition, the board shall, within 10 days or such other time period, if any, that is prescribed, respond to the requisitionists in writing, in accordance with subsection (9), stating that,

(a) the board will call and hold a meeting of owners for the transaction of business in the requisition; or

(b) the board will not call and hold a meeting of owners for the transaction of business in the requisition and state why, according to the board, the requisition does not comply with any or all of subsections (1) to (6).

Withdrawal of requisition

(8) The board is not required to respond to a requisition under subsection (7) if the requisitionists have withdrawn it in accordance with the regulations, if any.

Delivery of response

(9) In responding under subsection (7), the board shall deliver its response to the requisitionists at their address for service given in the requisition or as is otherwise prescribed.

Default response

(10) If the board does not respond to the requisitionists as required by subsection (7), the board shall be deemed to have responded to the requisitionists as described in clause (7) (a).

Calling meeting

(11) Subject to subsection (12), if the board responds or is deemed to have responded as described in clause (7) (a), the board shall,

(a) if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the meeting to the agenda of items for the next annual general meeting that, in accordance with this Act, is scheduled to be held, as determined by the board or as determined in the prescribed manner,

(i) at least 40 days after the end of the time period that the board has to respond to the requisitionists under subsection (7), in the case of a request,

(ii) at least 40 days after the consent is given, in the case of a consent; or

(b) otherwise call and hold a meeting of owners within 40 days after the end of the time period that the board has to respond to the requisitionists under subsection (7).

Withdrawal of requisition

(12) The board shall not do anything required by clause (11) (a) or (b) if the requisitionists withdraw the requisition in accordance with the regulations, if any, before the next annual general meeting described in that clause (a) or the meeting described in that clause (b), as the case may be, is held.

Revised requisition

(13) If the board responds as described in clause (7) (b), the requisitionists may, within 10 days or such other time period, if any, that is prescribed, revise the requisition in accordance with the regulations and deliver or deposit it in accordance with subsection (6).

Procedure

(14) Subsections (6) to (12) apply to a revised requisition as if it were a requisition mentioned in those subsections.

Abandonment

(15) If the board responds to an original requisition or a revised requisition as described in clause (7) (b), the requisitionists shall be deemed to have abandoned the original requisition or the revised requisition, which shall then have no force and effect, unless,

(a) they deliver or deposit a revised requisition in accordance with subsections (13) and (14); or

(b) within 20 days or such other time period, if any, that is prescribed, they,

(i) apply, in accordance with Part 1.2, to the Condominium Authority Tribunal established under that Part for resolution of the original requisition or the revised requisition as a matter in dispute, if the Tribunal has been established under that Part and the application may be made under that Part, or

(ii) apply to the Superior Court of Justice for resolution of the original requisition or the revised requisition, if the Condominium Authority Tribunal has not been established under Part 1.2 or the application described in subclause (i) may not be made under that Part.