

TSCC 2005 Rules

SCHEDULE "A"
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 except as may be designated as a smoking area by the Board.

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 a trailer, either with or without living, sleeping or eating accommodations and shall be placed, located, kept or maintained on the common elements;

6. **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 pests, 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, however, pitbulls, dobermans, mastiffs, rottweilers, and any other similar breeds of dog that are customarily bred or trained as "guard dogs" or "attack dogs").
- (b) No such pet that is deemed to be a nuisance and/or dangerous 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. The owner of any pet that is deemed to be a nuisance or danger as aforesaid shall, within two weeks after receiving a written request from the board (or the Condominium's property manager), permanently remove such pet from the property.
- (c) 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.

- (d) All dogs and cats must be on a leash at all times when on the common elements. Without limitation, the board or the Condominium's property manager (in their sole and absolute discretion) may require any dog or dogs to be muzzled while on the common elements. No dogs, cats or other pets are permitted in the Recreation Centre or mail room. All birds, rodents and/or turtles must be kept in their cages. All pets must be accompanied by their respective owners at all times whenever same are within or upon the common elements.
- (e) 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 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.

[REZEN]

Toronto Standard Condominium Corporation No. 2005

23 July 2009

TO: All Owners at the ReZen at 205 Frederick Street, Toronto, Ontario.

RE: **RULES GOVERNING THE USE OF THE EXERCISE ROOM, MULTI-PURPOSE (PARTY) ROOM AND THE ROOF TOP PATIO.**

Dear Owner(s):

In accordance with the provisions of S. 58(6) of the *Condominium Act 1998*, notice is hereby given that the directors of the Corporation, at their meeting on the 22nd day of July, 2009, passed the rules, and notice of same is hereby given to you.

The Board proposes that the Corporation's Rules Governing the Use of the Exercise Room, Multi-Purpose (Party) Room and the Roof Top Patio will become effective on the 30th day following the date that this notice has been given to you, provided the Board has not theretofore received a written requisition for a meeting convened under section 46 of the *Act* to consider, amend or repeal the rules, or to make any new rules.

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 the 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 days period.

Dated this 23rd day of July 2009.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2005.

Per: 

Jason Lewis – President

Exercise Room Use Rules

1. The exercise room will be open between the hours of 5:00am to 11:00pm daily.
2. The exercise room will be cleaned between the hours of 12:00pm to 1:00pm daily.
3. Residents using the exercise facility must be suitably attired. Bathing suits and cut off shorts are not permitted in the exercise room.
4. Children under the age of sixteen (16) are not permitted in the exercise room unless accompanied by an adult.
5. Only personalized radios or stereos with individual headsets are permitted. Headsets must be worn to use the audio from the mounted TV's.
6. Food is not permitted in the exercise room. Only bottled water or sports drinks are permitted within the exercise room.
7. No glass containers.
8. Residents using the exercise equipment do so at their own risk. Residents should read the posted instructions or consult the undersigned regarding the use of the equipment if they are unfamiliar with its operation.
9. Residents should always consult their family physician prior to undertaking a new exercise regimen.
10. The remote control for the televisions in the exercise room should be checked in and out at the concierge desk.

[REZEN]

Toronto Standard Condominium Corporation No. 2005

30 July 2009

TO: All Owners at the ReZen at 205 Frederick Street, Toronto, Ontario.

RE: **AMMENDMENT TO RULES GOVERNING THE USE OF THE ROOF
TOP PATIO AND BARBEQUE EQUIPMENT.**

Dear Owner(s):

Further to our letter dated 23 July 2009 please be advised that Rule No. 2 for Rooftop Patio and Barbeque Equipment Use is amended as follows:

Please note that the Barbeque Equipment shall be locked at all times and the residents who wish to use the same would have to obtain the keys from the Concierge and sign for the same. After using the barbeque the resident would be required to hand over the key back to the Concierge.

If a resident would like to book an advanced reservation for the use of the Barbecue equipment, the reservation must be made at least one day (24 hrs) in advance.

All other Rules remain the same.

Dated this 30th day of July 2009.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2005.

Per: 
Jason Lewis -- President

205 Frederick Street, Toronto, Ontario M5A 4V3

Rooftop Patio and Barbeque Equipment Use Rules

1. The Rooftop Patio and Barbeque will be open to the residents from 8:00am to 12:00am daily.
2. Each resident must book with the Concierge a time for the use of the Barbeque equipment. Such a reservation must be made at least one day (24hrs) in advance. Please note that the Barbeque Equipment shall be locked at all times and the residents who wish to use the same would have to obtain the keys from the Concierge and sign for the same. After using the barbeque the resident would be required to hand over the key back to the Concierge.
3. Each allocated reserved time slot for the use of the Barbeque shall be for no longer than a period of one hour during a day.
4. No person under the age of 18 years old is permitted to use the Barbeque equipment unless accompanied by an adult.
5. Please drink responsibly.
6. Residents must clean the Barbeque after use. A brush is located in the cabinet below the grill. If the stainless steel becomes dirty during usage, please wipe clean. After completion of the use of the Barbeque the Security Officer along with the resident shall inspect the barbeque equipment to see if the same has been cleaned for the use of next resident. In the event the barbeque equipment is not cleaned adequately well enough for the use of the next resident, Management shall have same cleaned professionally and the cost of which shall be charged back to the unit owner who left the barbeque equipment un-cleaned.
7. Residents must dispose of all waste in the garbage containers on the Rooftop Patio. Please dispose of the cans and bottles in the recycling container.
8. Please do not litter the Rooftop Patio and be considerate to the other residents who use this shared facility.
9. Maximum occupancy for the Rooftop Patio is 60 people.

[REZEN]

Toronto Standard Condominium Corporation No. 2005

October 25, 2011

TO: All Owners at the ReZen at 205 Frederick Street, Toronto, Ontario.

RE: **RULES GOVERNING THE USE OF THE MULTI-PURPOSE ROOM**

Dear Owner(s):

In accordance with the provisions of S. 58(6) of the *Condominium Act 1998*, notice is hereby given that the Directors of the Corporation, at their meeting on the 27th day of June, 2011, passed amendments to the "Multi-Purpose Room Rules", and notice of same is hereby given to you of amendments as follows (*shown in italics*):

1. Any unit wishing to use the multi-purpose room shall complete an application for rental of the multi-purpose room and leave the application with the Management Office together with a *refundable cleaning fee*, plus a security deposit, plus a cheque to cover the security guard costs by the hour (if applicable), or an amount to be determined by the Board of Directors or their Agent at the time of application. The *security deposit shall be returned if the multi-purpose room is left in the same condition that it is found and the refundable cleaning fee shall be returned if the room does not require cleaning.*
2. Gatherings in the multi-purpose room of over *thirty (30)* guests will require the use of a security guard.

All other rules remain the same.

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 the 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 days period.

Dated this 25th day of October, 2011.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2005.

Per: 
Jason Lewis – President

Multi-Purpose Room

1. Any unit wishing to use the multi-purpose room shall complete an application for rental of the multi-purpose room and leave the application with the Management Office together with a non-refundable fee, plus a security deposit, plus a cheque to cover the security guard costs by the hour (if applicable), 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 that it is found.
2. Gatherings in the multi-purpose room of over twenty (20) guests will require the use of a security guard.
3. 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.
4. 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.
5. In the event noisy, rowdy or raucous behaviour is reported in the multi-purpose room, the concierge shall give one notice / warning. If the concierge is required to visit the party on a second occasion for noisy, rowdy or raucous behaviour, all guests will be asked to leave immediately.
6. No resident shall permit any illegal act in or adjacent to the multi-purpose room or upon the property of the condominium corporation.
7. Any resident using the multi-purpose room shall comply with all provisions of the application form filled with the Management Office and all such provisions are and shall be incorporated into the Rules and Regulations of the Condominium Corporation.
8. Advance reservations for the use of the multi-purpose room may be made by telephone. Reservations must be cancelled no later than 3 days prior to the date reserved. If cheque, deposit and signed forms have not been received by the Management Office 3 days before the day of the party, the reservation will be automatically cancelled.
9. The multi-purpose room may not be used for any purpose after 1:00am. All guests will be asked to leave at that time.

[REZEN]

Toronto Standard Condominium Corporation No. 2005

October 25, 2011

TO: All Owners at the ReZen at 205 Frederick Street, Toronto, Ontario.

RE: **RULES GOVERNING THE DELIVERY AND ACCEPTANCE OF PACKAGES**

Dear Owner(s):

In accordance with the provisions of S. 58(1) of the *Condominium Act 1998*, notice is hereby given that the Directors of the Corporation, at their meeting on the 27th day of September, 2011, passed a rule regarding the delivery and acceptance of packages by the Concierge. Notice of same is hereby given to you as follows:

1. The Corporation and its duly authorized agents and employees accept small packages at the Concierge desk on behalf of residents that so direct. In doing so the resident releases the Corporation and its duly authorized agents and employees from any present or future liability should the packages be lost, stolen or damaged.
2. Small Packages shall be defined as a package whose dimensions do not exceed 1' x 1' x 2' and the weight of any one package shall not exceed 25 lbs.
3. Large Packages shall be defined as all those packages which exceed the dimensions of a Small Package.
4. The Corporation, its duly authorized agents and employees shall not accept Large Packages.
5. Residents shall make their own arrangements for Large Packages.

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 the 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 days period.

Dated this 25th day of October, 2011.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2005.

Per: 

Jason Lewis - President

205 Frederick Street, Toronto, Ontario M5A 4V3



Toronto Standard Condominium Corporation No. 2005
205 Frederick Street, Toronto, Ontario M5A 4V3

August 28, 2012

TO: All owners at the REZEN at 205 Frederick Street, Toronto, Ontario

RE: PARKING RULE 9 - AMENDMENT

Dear Owner(s):

In accordance with the provisions of Section 58(6) of the Condominium Act 1998, notice is hereby given that the directors of T.S.C.C. 2005, at their meeting on the 21st day of August 2012, passed an amendment to the Parking Rule 9, item e) as follow:

Current Rule:

RULE 9 - Parking

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 management 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.

Amended Rule:

RULE 9 - Parking

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" at all times. The permit shall be an official permit authorized and issued by the board of Directors, the management 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.

All other rules remain the same.

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 the rules, or to make new rules, and that the rules shall become effective:



Toronto Standard Condominium Corporation No. 2005

205 Frederick Street, Toronto, Ontario M5A 4Y3

- 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 days period.

Dated this 28th day of August 2012.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2005

Per:



Ryan Hornby-President

[REZEN]

Toronto Standard Condominium Corporation No. 2005
205 Frederick Street, Toronto, Ontario M5A 4R3

September 28, 2015

TO: All owners of REZEN at 205 Frederick Street, Toronto, Ontario

Dear Owner(s):

In accordance with the provisions of Section 58(6) of the Condominium Act 1998, notice is hereby given that the directors of T.S.C.C. 2005, at their meeting on the 22nd day of September 2015, passed an amendment to the Elevators and Moving Rule 13, item b) and an addition to the Rooftop Patio Rule as follows:

RE: ELEVATORS AND MOVING RULE 13 - AMENDMENT

Current Rule:

RULE 13 – ELEVATORS AND MOVING

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.

Amended Rule:

RULE 13 – ELEVATORS AND MOVING

*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 5:00 p.m. Monday to Friday** inclusive and shall not take place on weekends and public holidays.*

RE: ROOF TOP PATIO AND BBQ EQUIPMENT USE

New Rule:

RULE 10 – ROOF TOP PATIO AND BBQ EQUIPMENT USE

10. A maximum of twelve (12) guests per suite is permitted at any time to use the rooftop patio. Residents must accompany their guests at all times when using the rooftop patio and BBQ and notify the security desk in advance.

All other rules remain the same.

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 the 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 days period.

Dated this 28th day of September 2015

TORONTO STANDARD CONDOMINIUM CORPORATION No. 2005

Per: 

Paola Guarnieri - President

[REZEN]

Toronto Standard Condominium Corporation No. 2005
205 Frederick Street, Toronto, Ontario M5A 4V3

March 6th, 2018

TO: All Owners of Toronto Standard Condominium Corporation No. 2005,
REZEN at 205 Frederick Street, Toronto, Ontario

Dear Owner(s):

In accordance with the provisions of Section 58(6) of the Condominium Act 1998, notice is hereby given that the directors of T.S.C.C. 2005, at their meeting on the 10th day of January, 2018, passed an amendment to the Elevators and Moving Rule 13, item b), as follows:

Re: ELEVATORS AND MOVING RULE 13 – AMENDMENT

Current Rule:

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 5:00 p.m. Monday to Friday inclusive and shall not take place on weekends and public holidays

Amended Rule:

b) Moving and Deliveries shall be permitted on such dates and times as determined by the Board of Directors from time to time.

All other rules remain the same.

Any rules that are made, amended or repealed by the board of directors become effective thirty (30) days after notice of the rule has been given to each unit owner, unless the board of directors is in receipt of a valid requisition prior to that date. Unit owners have the right to requisition a meeting of owners in accordance with the requirements of Section 46 of the *Act*. If a valid requisition is received, then the proposed rules will become effective at the time determined by subsections 58(7) and 58(8) of the *Act*.

All unit owners are deemed to have received notice of the new rules by March 8th, 2018 . The amendment to Rule 13(b) will become effective on **April 10th, 2018** unless a meeting of owners is requisitioned as noted above.

Please direct any questions regarding the amendment to Rule 13(b) to property management in writing for consideration by the board of directors.

Dated this 6th day of March, 2018

TORONTO STANDARD CONDOMINIUM CORPORATION No. 2005

Per: _____

James Chung - President

[REZEN]

Toronto Standard Condominium Corporation No. 2005
205 Frederick Street, Toronto, Ontario M5A 4V2

July 18th, 2018

TO: All Owners of Toronto Standard Condominium Corporation No. 2005,
REZEN at 205 Frederick Street, Toronto, Ontario

Dear Owner(s):

In accordance with the provisions of Section 58(6) of the Condominium Act 1998, notice is hereby given that the directors of T.S.C.C. 2005, at their meeting on the 26th day of June, 2018, passed a new rule to be added as a new section of the rules titled "Rule 15: Cannabis".

Re: No Cannabis Rule

New Rule (15):

- a) There shall be no smoking of cannabis or cannabis products in any unit or anywhere on the Corporation's property, which includes all exterior common elements of the Corporation, including the exclusive use balconies and/or patios.
- b) For the purposes of this rule, "smoking of cannabis or cannabis products" includes but is not limited to the combustion, vaporization, and/or inhalation of cannabis or cannabis products.
- c) There shall be no growing, processing, or cultivating of cannabis in a unit or anywhere on the common elements, including exclusive use common elements.

Any rules that are made, amended or repealed by the board of directors become effective thirty (30) days after notice of the rule has been given to each unit owner, unless the board of directors is in receipt of a valid requisition prior to that date. Unit owners have the right to requisition a meeting of owners in accordance with the requirements of Section 46 of the *Act*. If a valid requisition is received, then the proposed rules will become effective at the time determined by subsections 58(7) and 58(8) of the *Act*.

All unit owners are deemed to have received notice of the new rules by July 20th, 2018. The new rule proposed (Rule 15) will become effective on **August 22nd, 2018** unless a meeting of owners is requisitioned as noted above.

Please direct any questions regarding the newly proposed rule described above to property management in writing for consideration by the board of directors.

Dated this 18th day of July, 2018

TORONTO STANDARD CONDOMINIUM CORPORATION No. 2005

Per: 

James Chung - President

Form 5
Condominium Act, 1998

SUMMARY OF LEASE OR RENEWAL
(clause 83(1)(b) of the *Condominium Act, 1998*)

TO: Toronto Standard Condominium Corporation No. 2005
c/o Brookfield Residential Services Ltd.
205 Frederick Street, Toronto ON M5A 4V3

1. This is to notify you that:

(strike out whichever is not applicable) a written or oral lease

OR

(strike out whichever is not applicable) a renewal of a written or oral lease

has been entered into for:

Unit # _____ Level # _____, being Suite # _____ at 205 Frederick St., Toronto,

and *(if applicable)*: Parking Unit # _____ Level _____, Locker Unit # _____ Level _____

on the following terms:

Name of Lessee(s): _____

Telephone Numbers: (home) _____ (work) _____

Fax Number, if any: _____

Commencement date: _____

Termination date: _____

Option(s) to renew: _____

(set out details)

Rental payments: _____ \$ _____ per month, due on: _____

(set out amount and when due)

Other information: _____

(at the option of the owner)

2. I (We) have provided the lessee(s) with a copy of the Declaration, By-laws and Rules of the condominium corporation.
3. I (We) acknowledge that, as required by subsection 83(2) of the *Condominium Act, 1998*, I (we) will advise the corporation in writing if the lease is terminated.
4. I (We) acknowledge that, as per the Declaration for the condominium corporation, no registered owner shall allow his tenant to sublet his Unit to a subtenant.

Dated this _____ day of _____, 2012

(signature of owner(s))

(print name of owner(s))

(address)

(city & postal code)

(home telephone no.)

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

(address)

(telephone number)

(fax number, if any)

SCHEDULE I

Tenant Information Form

Toronto 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 _____, 200__

Tenant's Signature

Tenant's Signature

SCHEDULE 2

Tenant's Undertaking and Acknowledgment

Toronto Standard Condominium Corporation No. _____

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

ELEVATOR RESERVATION AGREEMENT

TSCC 2005 – REZEN

Reservation requested by:

(Print first name and last name) _____

Suite _____

Telephone: (day) _____ (evening) _____ (cell) _____

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)

Note: Moving and deliveries shall be permitted only between the hours of 8 am and 5 pm Monday to Friday.

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 \$500.00 by personal cheque, money order or certified cheque payable to TSCC#2005. 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 Concierge 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.
8. **In case one of the elevators shuts down I agree to stop the move/delivery immediately** in order for the working elevator to be used for the building's residents and their visitors.

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 Toronto, this _____ day of _____ 20
(date) (month)

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 Elevator Sensors		
Corridor Floor/Walls		
All Fixtures		
Suite Door		

Resident Signature _____ (Security Deposit Cheque is picked up)

Security _____