

YORK REGION CONDOMINIUM CORPORATION NO. 1264
(the "Corporation")

PET RULES

Preamble

WHEREAS the Corporation's board of directors may, in accordance with Section 58 of the *Condominium Act, 1998* (the "**Act**"), enact rules respecting the use of the common elements and units to:

- (a) promote the safety, security or welfare of the owners and of the property and assets of the Corporation; or,
- (b) prevent the unreasonable interference with the use and enjoyment of the common elements, the units, and the assets of the Corporation,

AND WHEREAS the decision of the Ontario Court of Appeal in the case of *York Condominium Corporation No. 382 v. Dvorchik* provides that a rule restricting the size and number of pets is not unreasonable;

AND WHEREAS the Corporation's board of directors has determined that it is in the best interest of the Corporation to "grandfather" certain pets currently on the condominium property that do not comply with the Corporation's existing rule, and to thereafter enforce its governing documents regarding pets in accordance with the *Condominium Act, 1998*;

AND WHEREAS this rule shall be interpreted and applied in accordance with the applicable provisions of the Ontario *Human Rights Code* regarding accommodating persons with disability related needs;

AND WHEREAS it is intended that this preamble shall form an integral part of this rule;

NOW THEREFORE the Corporation's board of directors has determined that it is in the best interests of the Corporation to repeal and replace its Rule 10 regarding pets as follows:

10. Pets

The following pet rules shall be observed by each Owner.

(a) Definitions:

In this rule:

- i. "**Act**" shall mean the *Condominium Act, 1998*, as amended;
- ii. "**Unit Owner**" shall mean the legal owner of the Unit;
- iii. "**Owner**" shall include the legal owner of the unit and any other person(s) residing in or occupying the unit with the Unit Owner's approval, including, without

limitation, members of the Unit Owner's family, the Unit Owner's tenant(s) and their respective invitees and/or licensees;

- iv. **"Board"** shall mean the board of directors of the Corporation;
- v. **"Pet"** mean: i) a domestic caged bird (canary, budgerigar, 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; v) a domestic cat; vi) a domestic dog (excluding Pitbulls, Dobermans, Mastiffs, Rottweilers, and any other similar breeds of dogs that are customarily bred or trained as "guard dogs" or "attack dogs"). As a matter of clarity "attack dogs" shall be any dog deemed as such by the Board in its full and absolute discretion. Furthermore, no pet dog shall exceed a maximum weight of twenty five (25) pounds or be of a breed that will exceed an adult weight of twenty (25) pounds. Notwithstanding the foregoing weight restriction, a guide dog within the meaning of the *Blind Persons' Rights Act* of Ontario (and any amendments thereto) shall be deemed to be a Pet for the purposes of this provision, provided the necessity for same is established by documentary evidence from a licensed physician of the Province of Ontario or as may otherwise be prescribed in the *Blind Persons' Rights Act*, to the satisfaction of the Board, acting reasonably; and,
- vi. **"Grandfathered Pet"** shall mean any domestic cat, domestic dog weighing more than 25 pounds or any other domesticated animal in the board's sole discretion that, prior to notice of this Rule being given to Unit Owners, was being kept in a unit in the Corporation and that has been duly registered by the Owner as a Grandfathered Pet in accordance with these rules.

All other terms shall have the definitions as ascribed to them in the Corporation's declaration or the Act, as may be applicable.

- (b) 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, as defined above.
- (c) Notwithstanding the foregoing, an Owner may continue to keep either a Pet or a Grandfathered Pet in his or her Unit in accordance with these Rules.
- (d) No owner shall permit any visitor to his or her Unit to bring a Pet onto the Common Elements or into his or her Unit.
- (e) Within thirty (30) days of this rule coming into force, all Pets and all Grandfathered Pets being kept in any Unit as of the date of this rule, set out below, must be registered with the Corporation. Thereafter, all new Pets must be registered within two (2) weeks of such Pet moving into the Owner's Unit.
- (f) In order to register a Pet or Grandfathered Pet, as the case may be, the Owner shall provide the Corporation with such information as may be reasonably required in the

discretion of the Board to identify the animal, including but not limited to the species, the name of the Pet/Grandfathered Pet's owner, the name of the Pet/Grandfathered Pet, breed, age, weight, and distinctive markings, together with a clear, colour photograph of the animal, and a current vaccination certificate.

- (g) The failure to register a Pet or Grandfathered Pet as required and within the specified time frame (or as may be permitted by the Board in exceptional circumstances) will result in the Owner being required to permanently remove the animal from the Corporation.
- (h) If a Grandfathered Pet is moved out of the Corporation or dies, then the Grandfathered Pet may only be replaced with a Pet that conforms to these Rules.
- (i) If the owner of a Grandfathered Pet no longer resides in the Corporation, then the Grandfathered Pet shall be permanently removed from the Corporation.
- (j) All cats and dogs in any Unit or upon any part of the Common Elements must at all times wear a collar that identifies the name, address and telephone number of the animal's owner.
- (k) In the event that a Pet or Grandfathered Pet fouls or damages any part of the Common Elements, the Owner shall immediately report the incident to the manager. The owner is liable for any cleanup cost and repair and shall reimburse the Corporation immediately for same.
- (l) 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 the said Pet shall, within two weeks after receiving a written request from the board (or the Condominium's property manager) to permanently remove such Pet from the property.
- (m) 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.
- (n) No breeding of animals, whether for sale or other purposes, shall be carried on within any unit and/or the common elements.
- (o) No Pet or Grandfathered Pet shall be permitted to make excessive noise. For the purpose of this provision, excessive noise shall be deemed to be a noise which, in the absolute discretion of the Board or manager, is or could reasonably be annoying or disturbing to any resident.
- (p) No Pet or Grandfathered Pet that is determined by the Board or the manager, in their sole and unfettered discretion, to be a nuisance shall be maintained, kept or sheltered by any Owner in any unit or upon the common elements. Upon receipt of written


notification from the Board or the manager, the Owner shall, within two (2) weeks of receipt of such notice, permanently remove the Pet or Grandfathered Pet (as the case may be) from the Corporation.

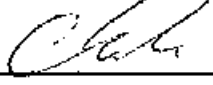
- (q) No dangerous animal, Pet, or Grandfathered Pet shall be maintained, kept or sheltered in or about any Unit or upon the Common Elements at any time. The Board or the manager, in their sole and unfettered discretion, shall have the right to declare any animal, Pet, or Grandfathered Pet "dangerous", in which case, such animal, Pet or Grandfathered Pet shall be immediately removed from the Corporation upon request by the Board or manager.
- (r) Owners shall comply with all municipal by-law requirements relevant to such Pet or Grandfathered Pet, including any requirement that the animal be registered with the municipality and/or vaccinated.
- (s) Each Owner shall ensure that his or her respective Pet or Grandfathered Pet is properly vaccinated and is examined by a veterinarian at least annually, or any other shorter period of time as may be mandated by any applicable laws.

The foregoing rule is hereby enacted by York Region Standard Condominium Corporation No. 1264, said rule having been passed by the board of directors on the 24th day of April, 2018, pursuant to section 58 of the Act.

DATED this 24th day of April, 2018.

**YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1264**

Per: 
Name: HERVE LEUNG
Title: PRESIDENT

Per: 
Name:
Title: Reza Chodaki (Director)
We have the authority to bind the Corporation.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1264
(the "Corporation")

SMOKE-FREE (INCLUDING CANNABIS) ENVIRONMENT RULES

WHEREAS:

- A. The board of directors may, in accordance with Section 58 of the *Condominium Act, 1998*, as amended (the "*Act*"), enact rules respecting the use of the common elements and the units to: (i) promote the safety, security, or welfare of the owners and of the property and assets of the Corporation; or, (ii) prevent the unreasonable interference with the use and enjoyment of the common elements, the units and the assets of the Corporation;
- B. The federal government intends to legalize cannabis and regulate the personal consumption of cannabis, including the cultivation or growing of cannabis plants;
- C. Cultivating or growing cannabis plants in the units presents a risk of: (i) damage to the units and the common elements, including damage resulting humidity, moisture and condensation, which can create mould and spores in the units, including walls, ceilings and floors; (ii) increased fire hazards resulting from using household appliances to dry cannabis; and, (iii) a disproportionate consumption of utilities, including water;
- D. Offensive odours created or generated from smoking cannabis and from cultivating or growing cannabis plants can contaminate air in the common elements and the units, and can be a nuisance that unreasonably interferes with the use and enjoyment of the common elements and the units;
- E. Similarly, odours and second-hand smoke from smoking tobacco can also contaminate air in the common elements and the units, and can be a nuisance that unreasonably interferes with the use and enjoyment of the common elements and the units;
- F. Improperly discarding cigarettes and other tobacco products and cannabis-filled rolls presents a fire hazard, and creates a risk of injury to individuals, and a risk of damage to personal property and condominium property;
- G. The board of directors has determined that prohibiting the smoking of tobacco and the smoking of cannabis, and prohibiting the production or cultivation of cannabis is a reasonable way to prevent damage to the units and common elements, and to protect owners and residents from being exposed to second-hand smoke on the property and from unreasonable nuisance and interference with the use and enjoyment of the units and the common elements; and,
- H. It is intended that this Preamble shall form an integral part of these rules.

NOW THEREFORE, the Corporation hereby enacts the following Smoke-Free (Including Cannabis) Environment Rules:

1. Definitions:

"**Grandfathered Unit**" shall have the meaning in Section 4 of these Rules.

"**Medically Exempt Unit**" shall have the meaning in Section 5 of these Rules.

"**Owner**" shall mean the registered owner of a Unit in the Corporation.

"**Resident**" shall mean any individual(s) occupying a Unit with the Owner's consent, permission or approval, whether or not pursuant to a lease arrangement.

“**Rules**” mean these Smoke-Free (Including Cannabis) Environment Rules and each or any provision herein.

“**Production of Cannabis**” is defined as obtaining cannabis by any method or process, including by manufacturing, synthesis, altering its chemical or physical properties by any means, or cultivating, propagating, processing or harvesting cannabis or any living thing from which cannabis may be extracted or otherwise obtained, and shall specifically include the cultivation or growing of cannabis plants.

“**Smoking**” shall include the inhaling, breathing, vaping, carrying, or possession of any lighted cannabis, cigarette, cigar, pipe, electronic cigarette, e-cigarette or other product containing any amount of tobacco or other smoke-producing substance, any other similar heated or lit product, and any illegal substance.

“**Unit**” shall mean any dwelling unit or commercial/retail unit in the Corporation.

All other words and phrases which are defined in the *Act* or the Corporation’s declaration shall have ascribed to them the meanings set out therein.

2. Restrictions on Smoking in/on the Common Elements:

Smoking is prohibited:

- (a) on or in any exclusive-use common elements appurtenant to any Unit;
- (b) in any interior common elements; and,
- (c) within nine (9) meters of any door or window of any building or structure on the property.

3. No Smoking and No Cannabis Plant Growing in the Units:

Except as provided in Section 4 and Section 5 below, smoking, cannabis use and the growing of cannabis plants is prohibited in all Units. Owners are required to ensure compliance with the foregoing prohibition at all times by such Owners, their residents, tenants and guests.

4. Grandfathering of Existing Smokers (other than cannabis use, the growing of cannabis plants and illegal substances):

- (a) Notwithstanding the prohibition in Section 3, the board of directors may, in its discretion, grandfather any existing smoking use (except the use of cannabis, the growing of cannabis plants and any illegal substances) subject to all the conditions contained in 4 (d) (a “**Grandfathered Unit**”).
- (b) In order to be considered for a Grandfathered Unit exemption, the Owner of the subject Unit must notify the Corporation of the existing smoking use, including all persons for whom the exemption is being sought and their relationship to the Owner, in writing on such form as created by the Corporation from time to time, within thirty (30) days of the date that these Rules become effective. The obligation to notify the Corporation is that of the Owner. The failure to notify the Corporation within the specified timeframe shall disqualify the subject Unit from being granted a Grandfathered Unit exemption. The Grandfathering is applicable to the smokers listed, not to the Unit.
- (c) The board of directors may revoke a Grandfathered Unit exemption with written notice to the Owner if the grandfathered smoking use is deemed to a nuisance by the board of directors in its discretion.

- (d) A Grandfathered Unit exemption shall automatically terminate upon the earlier of any of the following occurrences:
 - (i) the sale or transfer of the Unit in which the Grandfathered individual(s) reside;
 - (ii) the termination of a lease of a Grandfathered Unit if the Grandfathered Unit exemption was granted to a tenant upon notification of the Owner as set out in this Section 4; and,
 - (iii) if the individual(s) whose smoking use has been granted a grandfathered exemption ceases to reside in the Grandfathered Unit.

5. Medical Exemption:

- (a) The board of directors may, in its discretion, grant a medical exemption in order to accommodate smoking, including the smoking of cannabis and the growing of cannabis plants on medical grounds (a "Medically Exempt Unit"). The Medical Exemption, if applied, is available only to the individual that requires the exemption, and not to any visitors, guests, or any visitors of the Unit.
- (b) In order to be considered for a Medically Exempt Unit exemption, the Owner or Resident of the subject Unit must notify the Corporation of the medical requirement for an exemption, in writing, and shall provide the board of directors with documentary evidence from a licensed physician in the Province of Ontario treating the Owner or Resident seeking the exemption. Such documentary evidence shall, among other things, clearly state in writing that there is no other means of ingesting, administering or otherwise using the medically required substance other than by smoking such substance, and such documentary evidence shall also clearly state in writing whether growing cannabis to satisfy the medical requirement is necessary and that there is no other method by which to satisfy the supply for the medical requirement. The board of directors, acting reasonably, may at any time request that the medical requirement for the substance be reconfirmed and/or require that any additional documentary evidence be provided to establish and/or re-establish the medical requirement for the substance.
- (c) If a Unit is granted a Medically Exempt Unit exemption by the board of directors, as determined by the board of directors in its discretion, such Medically Exempt Unit exemption must be confirmed in writing in order to be effective, and may be subject to any conditions that the board of directors deems reasonably necessary from time to time.
- (d) Where a Medically Exempt Unit exemption is granted, the Owner or Resident that was granted the Medically Exempt Unit exemption, as the case may be, shall ensure that:
 - (i) all windows and exterior doors to the Unit are closed when smoking the substance in the Unit;
 - (ii) the exhaust fans in the Unit are turned on when smoking the substance in the Unit; and,
 - (iii) all adequate air filters and/or purifiers are installed to prevent second-hand smoke from entering other Units or the common elements.
- (e) If, in the opinion of the board of directors, and in its sole discretion, the smoking of the substance is a nuisance, then, notwithstanding the foregoing, the Owner shall take all steps that the board of directors deems necessary to eliminate the nuisance within the timeframe to be established by the board of directors. Such steps may include, but are not limited to, the installation of additional exhaust fans or any other reasonable equipment, with smoke sensitive automatic controls and the entering into an alteration agreement in accordance with Section 98 of the *Act*, if alterations to the common elements are required, for the said equipment or fans. Any associated costs will be the

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sole responsibility of the Owner. Further, if, in the opinion of the board of directors, in its discretion, a nuisance continues after the timeframe set out to correct the nuisance, notwithstanding any steps taken by the Owner to eliminate such nuisance, then the board may revoke the Medically Exempt Unit exemption, at any time, upon written notice.


- (f) The Medically Exempt Unit exemption shall automatically terminate upon the earlier of any of the following occurrences:
 - (i) the medical requirement for the exemption ceases to exist;
 - (ii) the individual that requires the medical exemption ceases to reside in the Medically Exempt Unit;
 - (iii) the termination of a lease of a Medically Exempt Unit if the exemption was granted to a tenant of such Unit; or,
 - (iv) the sale or transfer of the Medically Exempt Unit.

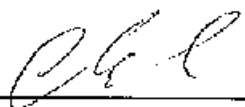
6. Costs:

All costs, charges and/or expenses, including professional costs and expenses on a full indemnity basis, incurred by the Corporation in connection with these Rules including, but not limited to, the enforcement of any provision in these Rules, shall be the sole responsibility of the Owner of the Unit that was the cause of incurring the cost, charge or expense. All such costs, charges and/or expenses shall be deemed to be an additional common expense attributable to the Owner's Unit and are recoverable as such.

The foregoing rules are hereby enacted by York Region Standard Condominium Corporation No. 1264, said rules having been passed by the board of directors on 24th day of April, 2018 pursuant to Section 58 of the *Condominium Act, 1998*, as amended.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1264

Per: 
 Name: HERVE LEUNG
 Title: PRESIDENT

Per: 
 Name: Robert Chhabra
 Title: Director

We have authority to bind the corporation.

**NOTICE OF RULES PASSED BY THE BOARD OF DIRECTORS OF
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1264**

TO: 1826985 ONTARIO INC., the registered owner of all units on all levels in YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1264 (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 10th day of September, 2014, 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.

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 10th day of September, 2014.

**YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1264**

Per: _____

Saeid Aghaei - Secretary

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1264

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 no 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 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 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.

15. **PRE- SCHOOL CHILDREN'S PLAY CENTRE**

The pre-school children's play centre (comprising part of the Recreational Amenities) shall be used only by children of the owners, residents and/or tenants of the dwelling units in this Condominium who are between the ages of two and six, only under full and proper supervision by the child's parent or guardian or by another able adult over the age of 20 years who has been duly authorized by the child's parent or guardian to supervise such child, and only in strict compliance with any and all rules or regulations posted by the Corporation or its property manager in the children's play centre from time to time. The Corporation shall have absolutely no obligation whatsoever, implied or otherwise, to provide supervision for the pre-school children's play centre at any time or to ensure compliance with either the usage restrictions set forth herein or with any rules and regulations posted in the pre-school children's play centre. By permitting or otherwise allowing their child to enter and/or use the pre-school children's play centre (whether with or without their direct knowledge of such entry or use), the respective dwelling unit owner(s), resident(s) and/or tenant(s) who are the parent(s) or guardian(s) of such child shall automatically assume full responsibility for any and all risks of injury, death, property damage or loss resulting from or related to such entry into and/or usage of the pre-school children's play centre, and shall be deemed to fully release and forever discharge the Declarant, the Corporation, the Corporation's property manager and each of their respective officers, directors, employees, agents, representatives and related or successor companies (collectively the "Releasees"), from and against any and all claims, losses, damages, costs, complaints, demands, actions and causes of action of every nature and kind whatsoever arising from or relating to the child's entry into, use of or attendance at the pre-school children's play centre, notwithstanding any negligence, breach of care or other default by any of the Releasees. Further, and in any event, the Releasees shall not be liable for any death, injury, property damage or loss arising from or relating to a child's entry into, use of or attendance at the pre-school children's play centre, whether or not any such death, injury, loss or damage results from the negligence, breach of care or other default of the Releasees or any of them. In addition, the dwelling unit owner(s), resident(s) and/or tenant(s) who are the parent(s) or guardian(s) of the child in question (and, in the case of a parent or guardian who is a tenant or resident, both the parent(s)/guardian(s) of such child and the dwelling unit owner(s) of the unit in which the parent(s) or guardian(s) reside) shall fully indemnify and save and hold the Releasees harmless from and against any and all claims, actions, damages, losses, costs (including legal costs and related expenses on a dollar for dollar basis), damages, injuries, expenses or liabilities incurred or suffered by the Releasees, or any of them, in connection with any injury, death, property damage or loss arising from or relating to the child's entry into, use of or attendance at the pre-school children's play centre, and all payments to be made (and liabilities incurred) by any such dwelling unit owner(s) pursuant hereto shall be deemed to be additional contributions towards the common expenses payable by such dwelling unit owner(s) and

shall be recoverable as such (with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears). This rule reflects the provisions of the Corporation's declaration.

16. COMMERCIAL/RETAIL SIGNAGE & WINDOWS

Signage for the commercial/retail units shall comply with the provisions of the declaration and with the approved signage uniformity plan approved by, and on file with the City of Markham. Windows for commercial/retail units which face Birchmount Road must conform with the City of Markham sign by-law and allow for views into the building from the public road.