

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1391
(hereinafter referred to as the "Condominium Corporation" or the "Corporation")

RULES

The following Rules made pursuant to the *Condominium Act, 1998*, S.O. 1998, c.19 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/her unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium 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 of directors of the Corporation (hereinafter referred to as the "Board") may make to promote the safety, security or welfare of the owners and of the property 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 property manager of the condominium (hereinafter referred to as 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 between the hours of 8:00 a.m. and 5:00 p.m. on Monday to Friday inclusive, and between the hours of 9:00 a.m. and 5:00 p.m. on Saturday, and shall not take place on public holidays. Emergency repairs may take place at any time on any day.

3. SECURITY

- (a) Residents are to immediately report any suspicious person(s) 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 a 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 co-operate 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 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;
- (d) No owner shall allow his tenant to sublet his unit to another tenant;
- (e) No lease shall be for a period of less than thirty (30) days.
- (f) All owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefor;
- (g) During the period of occupancy by the tenant, the owner shall have no right of use of any part of the common elements;
- (h) 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" at all times. The permit shall be an official permit authorized and issued by the Board, the Manager and/or its designated agent. Residents are responsible for obtaining a permit on behalf of their guests/visitors, in advance, from the Board, the Manager and or its designated agent. Each unit is allowed a maximum seven (7) overnight parking permits per month. An overnight parking permit is any vehicle parking in the "Guest/Visitor Parking Area" between the hours of 2:00 a.m. and 7:00 a.m. The permit must be visibly displayed 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 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 Manager) to remove such pet, permanently remove such pet from the property. All dogs and cats must be on a leash (or otherwise adequately constrained) when outdoors, all birds, rodents and/or turtles must be kept in their cage, and all pets must be carried by their respective owners whenever same are being transported throughout the interior common element areas, and must be accompanied by their respective owners at all times whenever same are within or upon the common elements. No breeding of animals, whether for sale or other purposes, shall be carried on within any unit and/or the common elements.
- (c) Each pet shall not exceed a maximum weight of 18 kgs or 40 lbs.

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 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 marshal'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 11:00 p.m.

12. BALCONIES, DECKS, TERRACES AND EXCLUSIVE USE AREAS

- (a) Balconies, patios, terraces and exclusive use areas shall not be used for cooking and barbecuing.

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

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 9:00 a.m. and 9:00 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 there-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 elevators 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

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. OUTDOOR SWIMMING POOL

The use of the outdoor swimming pool facilities (comprising part of the common elements of this Condominium) shall only be used by persons residing in this Condominium. Each unit is allowed two (2) guests at a time to use the outdoor swimming pool. The use of the outdoor swimming pool shall be subject to the terms and provisions of any Applicable Zoning By-laws (as such term is defined in this Condominium's declaration). No glass containers shall be permitted in or around the outdoor swimming pool area.

16. NO SMOKING

- (a) In addition to the provincial and/or municipal smoking ban in any interior common areas of a condominium corporation, there shall be no smoking of tobacco or cannabis, as those terms are hereinafter defined, in the following areas (the "Prohibited Areas"):
 - (i) the units of the Corporation; and
 - (ii) the common elements of the Corporation including, but not limited to, all stairwells and any exclusive use common element areas appurtenant to any dwelling unit (whether comprising an outdoor patio, balcony, terrace area, or otherwise).
- (b) For the purpose of this Rule:
 - (i) "smoking of tobacco" shall include the combustion, vaporization and/or inhalation of tobacco or tobacco products by any means or methods including, but not limited to, cigarettes, cigars, cigarillos, pipes, electric or vaping cigarettes or other means or methods as the Board of Directors may prohibit, in its absolute discretion;
 - (ii) "smoking of cannabis" shall include the combustion, vaporization and/or inhalation of cannabis or cannabis products by any means or methods including, but not limited to, joints, cigarettes, cigars, pipes, vaporizers, or other means or methods as the Board of Directors may prohibit, in its absolute discretion.
 - (iv) Notwithstanding the foregoing, vaping and/or the use of electric cigarettes, vaporizers, or other inhalation-type devices is permitted within the units so long as the substances used by these devices are not tobacco-based or cannabis-based products, derivatives of tobacco or cannabis, or are scented like tobacco or cannabis.
- (c) In addition to the smoking of cannabis, as prohibited in section 16(a) above, no cannabis plants shall be permitted to be grown, processed, stored or otherwise present anywhere on Corporation property, being the common elements and units of the Corporation.
- (d) The Board may in its sole discretion, create policies for the delivery of cannabis related products to the property and the handling of packages with cannabis or cannabis related products by the Corporation's staff.
- (e) Notwithstanding section 16(a) above, those current residents who presently smoke tobacco or cannabis in their units, may register in the Corporation's Smoking Register in the Property Management Office within 30 days of these Rules becoming effective and in accordance with policies passed by the Board from time to time as

determined in their sole discretion. Only those residents who are listed in the Corporation's Smoking Register ("Grandfathered Smokers") may continue to smoke tobacco or cannabis in the units of the Corporation.

- (f) When a Grandfathered Smoker, no longer resides in his or her unit, no other person residing in such unit will be permitted to smoke in such unit. Grandfathering, as described in section 16(e), only applies to smoking of tobacco and cannabis.
- (g) Notwithstanding section 16(e) above, in the event that a complaint(s) is received by the Corporation that smoke and/or odours are entering other units or the common elements as a result of smoking by a Grandfathered Smoker, and the complaint(s) is not resolved following the receipt of written notice of the complaint(s) from the Board of Directors or Property Management, the Board of Directors and/or Property Management may, by written notice, prohibit smoking of tobacco or cannabis by the Grandfathered Smoker in the Grandfathered Areas. For greater certainty, it is the unit owner's obligation, upon receipt of written notice of the complaint(s) from the Board of Directors or Property Management, to take all necessary steps, at the owner's sole cost, to prevent smoke migration to other units and the common elements.
- (h) In addition to all other means of enforcement available to the Corporation, any breach of these Rules, or the grandfathering policies as determined by the Board from time to time, shall be enforced pursuant to the Corporation's Rules.

SCHEDULE I

Tenant Information Form

York Region Standard Condominium Corporation No. 1391

Unit _____ Level _____

Municipal Address:

Landlord's Name:

Landlord's Permanent Address:

Telephone:

Term of Lease: _____ years

Commencement Date:

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

Tenant's Full Name:

Social Insurance Number:

Driver's License Number:

Vehicle Plate Number:

Number of Occupants: Adults _____ Children _____ Total _____

Adults Full Names:

Children's Full Names:	_____	Age	_____
	_____	Age	_____

Tenant's Present Address _____

Telephone: _____

Employer:

Business Address:

Business Telephone Number:

Name of Nearest Relative:

Nearest Relative's Address:

Telephone:

DATED at _____ this _____ day of _____, 20____

Tenant's Signature

Tenant's Signature

SCHEDULE 2

Tenant's Undertaking and Acknowledgment

York Region Standard Condominium Corporation No. 1391

I/WE, _____, the undersigned, as tenant(s) of Unit _____ Level _____ (the "Unit"), according to York Region Standard Condominium Plan No. 1391 do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said unit that I/We shall comply with the provisions of the *Condominium Act, 1998* (the "Act") and the Regulations made thereunder, and all subsequent amendments thereto, and also the Declaration, By-Laws and Rules of the said York Region Standard Condominium Corporation No. 1391 (the "Corporation").

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

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

I/We intend to occupy the Unit with the persons named above as our principal residence for the stated term of the Lease accompanying this Information Form and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

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

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Unit contravenes the provisions of the Declaration, By-Laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Act.

DATED at _____ this _____ day of _____, 20__

Tenant's Signature

Tenant's Signature

**SCHEDULE 3
ELEVATOR RESERVATION AGREEMENT**

Reservation requested by _____
(Print first name and last name)
Suite _____
Bus Phone _____ Home Phone _____
Owner _____
(Print first and last name)

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

Outgoing Resident _____

Incoming Resident _____

Delivery/Movers _____

The date and time of the reservation shall be:

(Day) (Month) (Year)
from _____ to _____ (Maximum 4 hours)

I understand and agree to the following conditions:

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

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

DATED at _____ this _____ day of _____, 20

Applicant's Signature

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

York Region Standard Condominium Corporation No. 1391 Face Coverings/Masks Policy

Purpose: York Region Medical Officer of Health has provided the instructions under **O. Reg. 364/20** for all organizations which operate Enclosed Public Spaces during Stage 3 within York Region to have a Face Covering/Mask Policy. Effective 12:01 a.m. August 7, 2020, all owners, residents, guests, agents, contractors, and staff whenever on the property and common elements outlined below are required to comply with the Face Covering/Mask Policy.

The Board of Directors of YRSCC 1391 has drafted this policy for the Riverside Condominium Community. Pursuant to *Section 26 of the Condominium Act, 1998 (the “Act”), “the condominium corporation is the occupier of the common elements, and as such, has a duty to take such care as in all the circumstances, is reasonable to see that persons entering on the premises are reasonably safe while on the premises.”*

Furthermore, pursuant to *Section 117 of the Act, “no person shall permit a condition to exist or carry on any activity on the common elements if the condition or activity is likely to cause injury to an individual”*

To comply with York Region Medical Officer instructions and the Condominium Act, 1998 (the “Act”) the Board of Directors is implementing a Face Covering/Mask Policy for all owners, residents, guests, agents, contractors, and staff whenever on the property and common elements outlined below.

DEFINITIONS

FACE MASK	Means a non-medical mask.
FACE COVERING	Means a bandana, scarf or cloth (including a hijab and niqab) that covers the mouth and nose.
BEST EFFORTS	<p>Means when restricting entry to customers or visitors wearing face coverings are defined as follows:</p> <ul style="list-style-type: none"> • Where an establishment has a person restricting access into the premises, a verbal reminder that the customer, patron, resident, or visitor should be wearing a Face Covering as a result of these instructions shall be given to the customer, patron, resident, or visitor entering the premises without one. For greater clarity, there is no need for a business or organization to turn away the customer, patron, resident or visitor to achieve the best effort standard. • Where a person in a premise is observed removing their Face Covering for extended periods of time, a verbal reminder to that person of the requirement to wear a face covering shall be given.
COMMON ELEMENTS	<p>Means the parts of the property that belong to all owners. With a few exceptions, they constitute everything except the units in which people live. Corridors, garbage rooms, lobbies, locker areas, garages, technical rooms, the roof, grounds, walkways, washrooms, elevators, and amenities are all common elements</p>
“YRSCC 1391” AND OR “THE CORPORATION”	<p>Means York Region Standard Condominium Corporation No. 1391.</p>
“CONDOMINIUM ACT”	<p>Means the <i>Condominium Act, 1998 S.O. 1998, c.19</i> and any amendments thereto;</p>

Face Coverings/Masks Policy

<p>ACCOUNTABILITY</p>	<ul style="list-style-type: none"> In order to comply with the Order, (O. <u>Reg. 364/20, s. 2(s) Schedule 1</u>) for all organizations which operate Enclosed Public Spaces during Stage 3 within York Region to have a Face Covering/Mask Policy the Board of Directors has implemented the Face Coverings/Masks Policy. Anyone entering the Common Elements of the Corporation who is <u>not wearing a Face Mask or Face Covering</u> will not be allowed entry. Staff will use “Best Efforts” and be polite and will not engage in any verbal/physical confrontation but use best efforts to deny access.
<p>IDENTIFYING THE PURPOSES</p>	<ul style="list-style-type: none"> The Face Covering/Mask Policy has been implemented by the Board of Directors to limit possible transmission of COVID-19 virus. The use of Face Masks and Face Coverings in common elements is required to meet the Corporation’s obligations to manage the property and provide reasonable safety measures for the residents of the Community.
<p>LOCATIONS OF REQUIRED FACE MASK AND FACE COVERING USAGE</p>	<ul style="list-style-type: none"> The Policy applies in any part of the Corporation’s Common Element that is open to the public and is an enclosed space where owners, residents, guests, agents, contractors, or staff conduct interaction. The Face Covering/Mask Policy <u>does not apply</u> to residential units or outdoor areas such as patios, whether or not the area is covered.

<p>IMPLEMENTATION</p>	<ul style="list-style-type: none"> • All staff must use their “Best Efforts” to remind anyone entering the premise to wear a Face Masks / Face Covering. • If a person refuses to wear a Face Covering or Face Mask, staff have been advised to remain polite and not to engage in any verbal/physical confrontation. • Access by the concierge will not be granted to the elevators for anyone without a Face Mask or Face Covering. (This applies to anyone without an access fob) Residents will be required to come to the lobby to escort anyone not wearing a Face Mask or Face Covering to their unit. Residents are required to provide Face Mask or Face Covering to the guests, agents, contractors.
<p>EXEMPTIONS</p>	<p>A Person shall be exempt from wearing a Face Covering or Face Mask on the premises if:</p> <ul style="list-style-type: none"> • The Person is a child under five (5) years of age. • The Person is compromised by wearing a Face Covering/Mask because of a medical condition. • The Person is unable to place or remove a Face Covering/Mask without assistance. • The Person requires accommodation under the Human Rights Code. • No Person shall be asked for proof or required to provide information regarding their exemption. • The Face Covering/Mask may be removed temporarily for the following purposes: <ul style="list-style-type: none"> • Receiving services that would require temporary removal. • Consuming food or drink. <p>For any emergency or medical purpose.</p>

**ADDITIONAL
PUBLIC HEALTH
MEASURES**

- For one time only the Board of Directors has purchased and provided free of charge Non-Medical Facemasks for all units in the Corporation for compliance with the Face Masks Coverings/Masks Policy
- Visible signage indicating that Face Coverings/Masks are required. They are posted on the entrances of all lobby doors and visitor parking and pedestrian access to the elevators.
- Multiple automatic sanitizer stations have been installed throughout the Corporation main access, egress locations, parking and ground floor elevator lobbies.
- All employees are aware of the policy and must wear Face Masks or Face Coverings when in the Common Elements. An exception can be made if wearing a Face Mask or Face Covering would be contrary to the employee's health or safety because of a medical condition as well as if the employee is within or behind a physical barrier (e.g. Plexiglass barrier).
- **Disinfecting:** the condominium corporation is working with its cleaning service provider and the condominium corporation's employees to ensure frequent disinfecting of the common areas, paying special attention to areas that are regularly touched such as: door handles to entrances/exits, disposal rooms, corridor stairwell doors, elevator hallway push buttons, interior elevator cab buttons, etc.



Riverside Uptown Markham
 York Region Standard Condominium Corporation 1391
 15 Water Walk Drive
 Markham, ON L6G 0G2
 T : (905) 604-7150 ex. 201 | F : (905) 604-7152 |

<p>OPENNESS</p> <p>KEEPING YOU INFORMED</p>	<p>YRSCC 1391 has adopted this Face Coverings/Masks Policy to keep the community safe and informed. A copy of the Face Coverings/Masks Policy and additional information regarding the COVID-19 safety practices may be obtained from the Property Management Office.</p> <p>If you have any additional questions or concerns about YRSCC 1391's Face Coverings/Masks Policy, you may contact Andrew Chantiam, Condominium Manager at the address listed below.</p> <p style="text-align: center;">York Region Standard Condominium Corporation No. 1391 c/o Times Property Management Inc. Management Office 15 Water Walk Drive, Markham ON, L6G 0G2 By email: andrew.chantiam@timesproperty.ca</p>
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York Region Standard Condominium Corporation 1391

ARDYPETER CHAN

Director Name

Andy Cheung

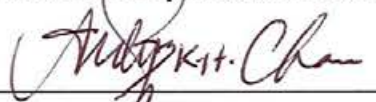
Director Name

Edward Sim

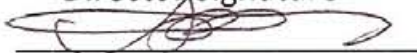
Director Name

Carlson Chan

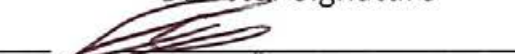
Director Name



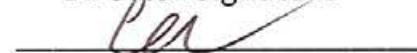
Director Signature



Director Signature



Director Signature



Director Signature

August 6, 2020

Date

August 6, 2020

Date

Aug 6, 2020

Date

Aug 6, 2020

Date