



Tenant - Rules Acknowledgment

As a registered Tenant of suite _____ at Building _____, I understand that all registered residents **MUST** follow and are responsible for their Visitors to follow all rules and regulations outlined in the Resident's Handbook. Of particularly importance are the following rules:

❖ Recycling Rules:

1. **DO NOT** put anything into the chute larger than a 20" diameter plastic garbage bag.
2. CARDBOARD boxes **must be** flattened, tied or bagged and brought down to Ground floor garbage room
3. Only dry recyclable materials/cans/paper/bottles can be put into the recycling chute.
4. **DO NOT** leave garbage in the garbage room. If chute is out of service or closed for the night, please come back another time with your garbage.

❖ Balcony Rules:

1. **ONLY** patio furniture and plants are allowed. No storage of bicycles, boxes or any personal items.
2. **DO NOT** hang or dry clothes.
3. **DO NOT** throw anything off the balcony including cigarettes and garbage.
4. **NO** barbecue allowed
5. **NO** using excessive water to wash balcony (to avoid nuisance to lower level units)

❖ Rules for Pets:

1. Pets **MUST** be carried throughout all of the building's common areas.
2. Please be mindful of any noises (i.e. barking) that your pet may make. Continual disturbance from pet noises can warrant removal of pet from property.

垃圾回收條例:

1. 禁止將體積大過 20 英寸的垃圾袋推入垃圾通道。
2. 紙箱/紙盒必須在壓扁，捆綁之後送到一樓的垃圾房。
3. 只有可回收物品（報紙，瓶子，罐頭盒等）才可以放入回收物品通道。
4. 請不要把垃圾放在槽房地上。如果垃圾槽操作不靈或停止服務，請稍後回來再用。

露天/陽台使用條例:

1. 露天/陽台只可擺放小型植物和庭院家具。禁止儲放私人自行車，紙箱，家具，輪胎等私人雜物。
2. 禁止晾曬衣服。
3. 禁止在露天/陽台往外/下仍煙頭及雜物。
4. 陽台上禁止燒烤
5. 請不要用過多水洗地或澆花，以免對樓下住宅會做成滋擾

飼養寵物的規定:

1. 公共區域例如大廳/樓層走廊/電梯間/桌球室內必須懷抱寵物。
2. 請注意寵物發出的音量（例狗吠聲）。如寵物發出過大噪音，大廈有權要求把小動物移走。

Signature: _____

Date: _____

RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

(hereinafter referred to as the “**Condominium Corporation**” or the “**Corporation**” or the “**Condominium**”)

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

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

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

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 in this Condominium.
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners and occupants, their families, guests, visitors, servants 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/her 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) No one shall create, or 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**” or the “**property manager**”), may or does disturb the comfort or quiet enjoyment of any of the units and/or common elements by other owners or their respective families, guests, visitors, servants and persons having business with them.
- (b) No noise shall be permitted to be transmitted from one unit to another. If the Board determines that any noise is being transmitted to another unit and that such noise is an annoyance or a nuisance or disruptive, then the owner of such unit shall at his/her expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the owner of such unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the owner shall be liable to the Corporation for all expenses incurred in abating the noise (including reasonable solicitor fees).
- (c) No auction, open house, garage sale, private showing or public events shall be allowed in any unit or the common elements.
- (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 10:00 a.m. and 4:00 p.m. on Saturday, and shall not take place on Sunday or on public holidays. Emergency repairs may take place at any time on any day.

3. SECURITY

- (a) Residents are to immediately report any suspicious person(s) 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 highrise dwelling unit, additional or alternative locks. All door locks and keys must be compatible with the lock systems on the property keyed to the master key system.
- (h) Owners shall supply to the Board the names of all residents and tenants of all dwelling units and the license plate number of all motor vehicles that will be parking in the 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 and plumbing facilities in their units.
- (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, as well as from any patio, balcony or terrace.
- (f) No barbecues may be used indoors or on any common element area, save and except for the designated areas within any of the amenity areas.
- (g) No owner or occupant shall do, or permit anything to be done in his/her unit, or bring or keep anything therein, which will in any way increase the risk of fire or the rate of fire insurance premiums with respect to any of the units or the Corporation itself, or on property kept therein, nor obstruct or interfere with the rights of other owners, nor in any way injure or annoy them, nor conflict with the laws relating to fire or with the regulations of the relevant fire department, or with any insurance policy carried by the Corporation or any owner, nor conflict with any of the rules and ordinances of the local board of health, or with any municipal by-law or any provincial or federal statute or regulation.

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) Save as otherwise provided or contemplated in the declaration of the Corporation, areas such as (but not limited to) stairwells, corridors, hallways, sidewalks, passageways, walkways, fire routes and/or driveways that are used in common by the owners and residents of this Condominium, shall not be obstructed or used for any purpose other than for ingress and egress to and from the units and/or the common elements.
- (f) Any physical damage to the common elements caused by an owner or occupant, his/her family, guests, visitors, servants, agents, representatives or invitees shall be repaired by arrangement and under the direction of the Board at the cost and expense of such owner or occupant.
- (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, structure or tent, or for sale or open house signage, shall be erected, placed, located, kept or maintained on the common elements, and no trailer, either with or without living, sleeping or eating accommodations, shall be placed, located, kept or maintained on the common elements.

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. No garburator, nor any in-suite garbage disposal equipment or system, shall be installed or connected to any plumbing or drainage pipe or system serving any of the highrise dwelling units, unless same is installed or connected by or on behalf of the Declarant. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the owner who has (or whose, tenant, subtenant, family, guest, visitor, servant, agent, representative, invitee and/or licensee have) caused such damage.
- (b) No owner or occupant shall make any major plumbing, electrical, mechanical, structural, television cable or telecommunication alteration in or to his/her unit without the prior consent of the Board.
- (c) No owner shall overload existing electrical circuits in his/her unit and shall not alter in any way the amperage of the existing circuit breakers in his/her unit.
- (d) Units shall be used only for purposes as provided for in the Corporation's declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies shall be strictly observed.
- (e) No owner shall permit an infestation of pests, insects, vermin or rodents to exist any time in his/her unit or adjacent common elements. Each owner shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all owners shall fully co-operate with the Manager to provide access to each unit for the purpose of conducting a removal program to eliminate any incident of pests, insects, vermin or rodents within the buildings.

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 chutes 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 (if available) and the Lease itself.
- (b) Within seven (7) days of ceasing to rent his/her unit (or within seven (7) days of being advised that his/her tenant has vacated or abandoned the unit, as the case may be), the owner shall notify the Corporation in writing that the unit is no longer rented.
- (c) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation.
- (d) No owner shall allow his/her tenant to sublet his/her unit to another tenant.
- (e) No lease shall be for a period of less than ninety (90) days.

- (f) All owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefor.
- (g) During the period of occupancy by the tenant, the owner shall have no right of use of any part of the common elements (including the amenities and facilities of this Condominium).
- (h) The owner shall supply to the Board, his/her current address and telephone number during the period of occupancy by the tenant.

9. **PARKING**

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

- (a) No vehicles, equipment or machinery, other than motor vehicles shall be parked in a designated parking space and/or parking unit, and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (b) Parking is prohibited in the following areas:
 - (i) fire zones;
 - (ii) traffic lanes;
 - (iii) delivery and garbage areas; 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 or in any unit without the express written consent of the Manager or the Board. No motor vehicle shall be driven on any part of the common elements other than on a driveway or designated parking area.
- (d) No trailer, recreational vehicle, motor-home, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked or stored on any portion of the common elements, nor in a designated parking space or parking unit.
- (e) No motor vehicle shall be parked on any part of the common elements other than in a designated parking space, but which provision shall not apply for the purposes of loading and unloading furniture, or other household effects of the owners provided that the length of time where such parking is limited shall be no longer than is reasonably necessary to perform the service.
- (f) A parking permit is required with respect to any motor vehicle parked on any area of the common elements designated as a “Guest/Visitor Parking Area” at all times. The permit shall be an official permit authorized and issued by the Board, the Manager and/or its designated agent. Residents are responsible for obtaining a permit on behalf of their guests/visitors, in advance, from the Board, the Manager and/or its designated agent. Each unit is allowed a maximum seven (7) overnight parking permits per month. An overnight parking permit is any vehicle parking in the “Guest/Visitor Parking Area” between the hours of 2:00 a.m. and 7:00 a.m. The permit must be visibly displayed face-side up on the driver’s side of the dashboard.
- (g) All motor vehicles parked within the confines of the Condominium (whether belonging to owners, residents, visitors or otherwise) must have proper license plates and be in road-worthy condition. Failure to comply with the foregoing shall entitle the Corporation to give the owner or custodian of such vehicle notice to remove same forthwith from the Condominium premises, and any failure to remove same after such notice shall entitle the Corporation to do so, all at the owner’s sole cost, risk and expense (and to collect all such charges in the same manner, and to the same extent, as common expenses, and with corresponding lien rights similar to the case of common expense arrears). All motor vehicles operated by owners must be registered with the Manager. Each owner shall provide to the Manager the licence numbers of all motor vehicles driven by residents of that unit.
- (h) No vehicle shall be driven on any part of the common elements at a speed in excess of posted speed.

- (i) 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.
- (j) 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.
- (k) 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.
- (l) No person shall park or use a motor vehicle in contravention of these rules, otherwise such person shall be liable to be fined or to have his/her motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whatsoever caused to such motor vehicle or to the owner thereof.
- (m) Guests and visitors shall park only in areas designated as guest or visitor parking.
- (n) No motor vehicle having a propane or natural gas propulsion systems shall be parked in a parking unit or the common elements.

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 (ie. either two of the same kind of pet, or two different kinds of pets, but in no case more than one aquarium having a size/capacity not exceeding 30 gallons/113.6 litres), with the term "pet" being defined restrictively to include only the following, namely:
 - (i) a bird, provided same is kept in a cage or other appropriate enclosure at all times;
 - (ii) a hamster, a gerbil, a guinea pig, a mouse or a similar sized rodent, provided same is kept in a cage or other appropriate enclosure at all times;
 - (iii) a non-venomous/non-poisonous reptile not exceeding 36 inches or 91.44 centimetres in length, and provided same is kept in a cage or other appropriate enclosure at all times;
 - (iv) an aquarium of fish not exceeding a 30 gallon/113.6 litre tank;
 - (v) a cat, a ferret or a rabbit; and
 - (vi) a dog, not to exceed 25 inches or 64 centimetres in height at withers (being the ridge between the shoulder blades of a four legged animal), nor a dog that behaves aggressively or that lunges at people or at other animals or that acts in a manner that would disturb the quiet enjoyment of residents or cause damage to the common elements.

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

- (b) A "service animal" which assists any resident of this Condominium with a disability shall not be deemed to be a pet, and shall correspondingly be allowed within the disabled resident's dwelling unit and any part of the common elements. An animal will qualify as a "service animal" if:

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

- A. notification in writing from property management to the resident of the unit, giving said resident seven (7) days to rectify the violation and to formally confirm or signify such resident's willingness to abide by the aforementioned animal/pet rules in the future;
- B. notification in writing from property management to the resident and, if relevant, the off-site unit owner, requiring written acknowledgement of receipt of such notice and a commitment that the recipient will comply with the aforementioned animal/pet rules within two (2) days;
- C. notification in writing from the Corporation's lawyer requiring compliance with the aforementioned animal/pet rules, and with the cost of the legal fees so incurred by the Condominium as a result of the violation to be billed to the unit owner [and if this notice of violation is served upon a tenant of the unit, then the non-resident owner will also be sent a notification, and if said tenant fails to pay or reimburse the Condominium for the legal fees so incurred in enforcing compliance with the aforementioned animal/pet rules, then the unit owner shall be held responsible for the payment of same]; and
- D. the Corporation's lawyer may commence enforcement proceedings against the delinquent or offending unit owner, resident, tenant or guest, in accordance with the provisions of the Act, as amended, and reimbursement of all legal fees and disbursements incurred in connection with any such proceedings (together with any damages incurred as a consequence of the offence) shall be sought and claimed against the offending party.

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

- (a) Any unit owner wishing to use the multi-purpose/party room shall complete an application for rental of this room and leave same with the management office together with a non-refundable fee, 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/party room is left in the same condition as it is found, as determined by the Manager or its staff.
- (b) No resident shall permit more persons to be present in the multi-purpose/party room than is allowed by the fire marshall's office, as indicated in the rental application.
- (c) No resident shall permit noisy, rowdy, or raucous behaviour in or adjacent to the multi-purpose/party room nor any behaviour or noise which disturbs the comfort and quiet enjoyment of other residents, 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/party room or upon the property of the Condominium Corporation.
- (e) Any resident using the multi-purpose/party room shall comply with all provisions of the application form filed with the management office and all such provisions are and shall be incorporated into the rules and regulations of the Condominium Corporation.
- (f) Advance reservations for the use of the multi-purpose/party 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/party room may not be used for any purpose after 12:00 a.m. midnight.

12. **BALCONIES, PATIOS, DECKS, TERRACES, YARDS 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, and in the case of a townhouse dwelling unit, on any deck or yard.
- (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, deck, yard 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, decks, yards 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) consecutive hours. An elevator reservation agreement in accordance with Schedule 3 attached hereto shall be signed when reserving the service elevator.
- (b) Except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 9:00 a.m. and 9:00 p.m. Monday to Saturday inclusive and shall not take place on Sundays and on public holidays.
- (c) A refundable security/damage deposit in such amounts as determined by the Board, from time to time, by way of a money order or certified cheque payable to the Corporation, which 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 the suite, the owner or occupant vacating the premises shall surrender all common element keys and any garage access devices in his/her possession to the Manager or its staff. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered.
- (i) Purchasers or tenants acquiring a unit shall register with the Manager or its staff prior to the move in date at which time arrangements will be made for delivery of the common element keys and any garage access devices.
- (j) Bicycles shall not be taken on any elevator.
- (k) Smoking is prohibited in all elevators and on all common element areas.

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. **SMOKING**

- (a) Smoking and/or vaping (which shall include, but not be limited to, the inhaling, breathing, carrying, vaping or possession of any lit and/or smoke-producing tobacco, cannabis or similar substances) is expressly prohibited upon, within or from any common element area(s), including, but not limited to, all hallways, stairwells, corridors, elevators, underground parking garage, amenity areas and recreation areas, and any exclusive use common element areas appurtenant to any dwelling unit (whether comprising an outdoor patio, balcony or terrace area, or otherwise), and upon, within or from any front yard, side yard or back yard of any townhouse dwelling unit.
- (b) Notwithstanding any provisions of the federal *Cannabis Act* (or any other legislation that would otherwise permit or allow the possession and/or growing of cannabis in limited quantities), there shall be no smoking of marijuana within or from any common element area(s) whatsoever [including without limitation, any hallways, stairwells, corridors, elevators, underground parking garage, amenity areas and recreation areas, and any exclusive use common element areas appurtenant to any dwelling unit (whether comprising an outdoor patio, balcony or terrace area, or otherwise)], as well as upon, within or from any front yard, side yard or back yard of any townhouse dwelling unit, nor the growing of any marijuana or cannabis plant(s) whatsoever within the confines of any unit(s), the common element area(s) and/or any front yard, side yard or back yard of any townhouse dwelling unit.
- (c) An owner shall ensure that smoking is entirely contained within their dwelling unit in an effort to prevent second-hand smoke migration to other units and common element areas.

SCHEDULE 1

Tenant Information Form

York Region Standard Condominium Corporation No. 1424

Unit _____ Level _____ Suite _____

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. 1424

I/WE, _____, the undersigned, as tenant(s) of Unit _____, Level _____, Suite _____ (the "Unit"), according to York Region Standard Condominium Plan No. 1424 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. 1424 (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 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
