

15 McMurrich Street
Metro Toronto Condominium Corporation No. 562

RULES OF THE CONDOMINIUM

The following rules shall be observed by owners, all residents, guests, visitors and trades persons.

1. GENERAL

- 1.1. No Owner shall do or permit anything to be done or kept on the common elements or in any unit which will in any way increase the risk of fire or fire insurance premiums on the building, or on the 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 regulations of the local Fire Department or with any insurance policy carried by the Corporation, or conflict with any rules and ordinances of the local Board of Health or with any statute or municipal by-law.
- 1.2. No stores of any combustible, hazardous or offensive goods, provisions or materials shall be kept in the suites, lockers or common elements. Owners having fireplaces may store reasonable quantities of wood for burning in fireplaces.
- 1.3. No articles including footwear, doormats, debris, refuse or garbage shall be placed or left in the corridors or any part of the common elements.
- 1.4. No person shall litter on, harm, mutilate, destroy, or alter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.
- 1.5. No auction sale shall be held in any of the units or on the common elements.
- 1.6. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements whatsoever, without the prior written consent of the Board of Directors.
- 1.7. No exit doors shall be propped open for any reason, but shall be kept closed at all times.
- 1.8. All losses, costs or damages incurred by the Corporation by reason of a breach of any provision of the Declaration, the By-Laws and/or the Rules and Regulations in force from time to time, by any owner, resident, guest or invitee of the owner or a resident of the owner's unit, including animals, shall be borne and/or paid for by such owner, and shall be charged by the Corporation against such owner in the same manner as common expenses.

2. SUITES

- 2.1. Exterior:
 - 2.1.1. No awnings or shades shall be erected over or outside of the windows or balconies.
 - 2.1.2. No window coverings shall be permitted which in any way detract or affect the external appearance of the condominium.
 - 2.1.3. Nothing shall be stored on a balcony or placed on the balcony railings or hung from any part of the balcony which may affect the outside appearance of the building or constitute a nuisance.
 - 2.1.4. Nothing shall be placed on the outside of window sills or projections.

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- 2.1.5. Nothing shall be thrown out of any windows or doors, or over balconies.
 - 2.1.6. No household items including mops, brooms, dusters, rugs or bedding are to be shaken from any windows, doors or balconies.
 - 2.1.7. The washing of balcony floors and the watering of plants and flowers shall be done so as not to allow water to drip over the sides of the balcony.
 - 2.1.8. Birds or wildlife are not be fed from windows and balconies, or any part of the property including the podium and other landscaped areas.
 - 2.1.9. Balcony furniture must be of a seasonal nature.
 - 2.1.10. Barbecuing is not permitted on balconies or exclusive use patios.
 - 2.1.11. No television dish, antenna, aerial, tower or similar structure shall be erected in, on or fastened to any unit or any portion of the common elements.
- 2.2. Services:
- 2.2.1. Garborators and similar appliances are not permitted.
 - 2.2.2. No sweepings, garbage, rubbish rags, ashes, cat litter or other substances shall be flushed down the toilets, sinks, basins or tubs.
 - 2.2.3. Electrical, Plumbing and Drainage modifications and/or new fixture installations must be carried out by a qualified and insured contractor. The Board may at any time require evidence to be provided from a resident of a contactor's qualification and insurance, in which case no work may proceed until such evidence has been provided to the satisfaction of the Board.
- 2.3. Noise Transmission:
- 2.3.1. No noise shall be permitted to be transmitted from one dwelling unit to another dwelling unit, which constitutes a nuisance and/or which in the opinion of the Board of Directors may disturb the comfort or quiet enjoyment of any units or common elements.
 - 2.3.2. Reasonable noise caused during repairs or renovations is permitted provided that the work is carried out between 9:00am and 5:00pm, Monday through Friday, excluding Saturday, Sunday and statutory holidays.
 - 2.3.3. Where a hard surface floor finish such as marble, ceramic tile, hardwood, laminate or vinyl is to be installed in a unit as a replacement for carpeting, or another hard surface, the owner shall ensure that a sound attenuation barrier which will achieve an acoustical soundproof standard, when installed, of a minimum Impact Isolation Class rating of IIC 60. To ensure the achievement of this sound isolation level, the owner must provide the Corporation with appropriate test documentation from the manufacturer confirming this fact. Tests must be based on there not being a suspended ceiling below flooring when test completed.
 - 2.3.4. Hardwood flooring that requires plywood boards to be installed by nailing or screwing into the concrete floor is not permitted. All hardwood floors, with the exception of a

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floating floor, must be installed using the sound attenuating material being glued on to the concrete floor with the hardwood then being glued on top.

- 2.3.5. Notwithstanding the foregoing, and compliance with rule 2.3.3 and/or 2.3.4, in the event that noise is transmitted from one dwelling unit to another, which may be deemed to constitute a nuisance or which in the opinion of the Board of Directors may disturb the comfort or quiet enjoyment of any suites or common elements by other residents, an owner may be required to take additional steps to prevent noise transmission for his/her suite, which may include but not be limited to the requirement to cover 80% of all hardwood or tile flooring with carpets.

3. PETS

No animal which is dangerous or which causes a nuisance, may be kept in any unit or upon the common elements. Domestic pets such as dogs, cats, birds and fish may be kept in an unit, providing the aggregate number of dogs and cats in each unit do not exceed TWO (2), and shall comply with the following:-

- 3.1. Pets must be registered with Property Management within thirty (30) days of residency, or within thirty (30) days of acquiring a pet, or within thirty (30) days of bringing a pet onto the property.
- 3.2. Pets shall be under the control of an adult when on the common elements.
- 3.3. When on common elements pets shall be carried or be on a leash that does not exceed three (3) feet in length, and be kept away from residents and visitors, except with their consent.
- 3.4. Pets shall not be permitted in any amenity rooms, recreational areas, or on any landscaped area.
- 3.5. Pets shall not be permitted to defecate, urinate or cause any damage whatsoever upon the common elements, including balconies and patios. In the event a common element is soiled or damaged by a pet, the person accompanying the pet shall clean up and/or repair the damage.
- 3.6. Pets may only be transported in an elevator providing there are no objections from persons already occupying the elevator, or from persons entering the elevator.
- 3.7. Pets shall not be left unattended on balconies, patios or other common elements.
- 3.8. Owners and residents are responsible for the behaviour of their guests' pets and for any damage caused to the property from their pets.
- 3.9. Breeding for sale of any pet or any species of animal shall not be permitted, nor shall any animal be kept illegally or contrary to any federal or provincial regulation, or municipal by-law.
- 3.10. A pet shall be considered dangerous if it behaves in a manner that poses a menace to the safety of residents or other pets; or if owner does not exercise reasonable precautions to prevent his or her pet from behaving in a manner that poses a menace to the safety of residents or other pets.

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- 3.11. A pet shall be considered a nuisance if it makes noise that disturbs the comfort and quiet enjoyment of other residents; if it causes damage to the Condominium Corporation's property; or if it soils condominium property.
- 3.12. The owner of a pet shall be personally responsible for all costs associated with any damage or costs caused by their pet or a visiting pet to any part of the common elements.

4. PARKING AND LOCKERS

- 4.1. Parking and locker spaces may only be sold to unit owners.
- 4.2. No parking is permitted on exterior and interior garage ramps.
- 4.3. Parking spaces may not be used for storage purposes and may only be used for the parking of one motor vehicle.
- 4.4. No servicing (including washing) or repairs shall be made to any motor vehicle, trailer, boat, snowmobile or any equipment of any kind on the common elements or the parking garage, excluding emergency repairs immediately necessary for operation of the vehicle.
- 4.5. No Owner shall place, leave, park or permit to be placed, left or parked in or upon common elements or a parking unit any motor vehicle which does not have a visible current licence plate, and/or which in the opinion of the Board or Management, may pose a security or safety risk, caused either by its length of unattended stay, its physical condition or its potential damage to the property. Upon seventy-two (72) hours' written notice by the Board, the Owner of such vehicle shall be required to attend to or remove the vehicle as the circumstances require as directed by the Board. The vehicle will be removed at the Owner's expense.
- 4.6. No Owner shall park or use a motor vehicle in contravention of these Rules. If such should occur, the person is liable to be fined or have the motor vehicle towed away from the property in accordance with City by-laws. In such an event, neither the Corporation, its directors, officers, employees or agents shall be liable whatsoever for any damages, costs or expenses howsoever caused to such motor vehicle or to the Owner or agent thereof.
- 4.7. Visitor Parking:
- 4.7.1. No motor vehicle, other than a private passenger automobile, motor cycle, pick-up truck, van or station wagon shall be parked in any visitor parking space.
- 4.7.2. Short term parking shall be for a maximum of six hours only.
- 4.7.3. Overnight parking is permitted for visitors only, subject to availability, and not more than once every two weeks.
- 4.7.4. Residents are prohibited from using visitors parking except in emergency circumstances as determined by the Board of Directors.
- 4.7.5. No more than two (2) parking spaces per unit shall be used by trades persons engaged in renovations, repairs or refurbishment of an unit.

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4.8. Bicycles:

- 4.8.1. Bicycles are to be parked in the racks provided by the Corporation and must be registered with the Property Management Office. The Corporation and its agents are not responsible for any loss or damage. The bicycle owner is responsible for providing any lock that may be required.
- 4.8.2. Bicycles must not be stored or parked on any part of the common elements not designated for bicycle storage, including exclusive use common elements such as balconies or patios.
- 4.8.3. Bicycles left in any unauthorized areas will be removed, and impounded, at the owner's expense. Unclaimed impounded bicycles will be disposed of following a three month holding period.
- 4.8.4. Bicycles are not permitted to be taken through the lobby, corridors or on elevators.
- 4.8.5. For safety reasons, bicycles must not be ridden up or down garage ramps or within the parking garage.

4.6 Lockers:

- 4.6.1. All items must be stored inside the locker. All other items will be removed and disposed of without notice.

5. ELEVATORS, MOVING & DELIVERIES

- 5.1. Arrangements for the use of the service elevator must be made in advance with the Building Supervisor or Concierge for moving, and delivery of large items.
- 5.2. Use of the service elevator for moving shall be limited to a four (4) hour period , between 9:30am and 4:30pm, Monday through Friday, excluding Saturday, Sunday and statutory holidays.
- 5.3. Use of the service elevator for delivery of large items shall be confined to the hours between 8:00am and 8:00pm, Monday through Saturday, excluding Sunday and statutory holidays.
- 5.4. All articles must be taken directly between the service elevator and the unit. No articles may be placed or left in any hallway.
- 5.5. Articles such as furniture, large appliances, cabinets, tools and/or material which can restrict the capacity or which may deface the elevators, must be moved in the service elevator with arrangements made in advance with the Building Supervisor or Concierge.
- 5.6. No heavy furniture or appliances may be moved over any floor or hall, landing or stair, so as to mark or cause damage.
- 5.7. No large items including furniture and appliances may be moved through the ground-floor lobby. Moving and large deliveries shall be confined to the B1 loading area.

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6. AMENITIES

- 6.1. Only adult residents, Eighteen (18) years and older, may use the amenities unless accompanied by an adult resident.
- 6.2. Non-residents shall not use the common elements except for entry to and exit from a unit unless accompanied by an adult resident at all times.
- 6.3. Minors, visitors and guests using the recreational facilities shall be limited to three (3) per adult resident accompanying them.
- 6.4. Children shall not be permitted to play in the common elements, amenity rooms and recreational facilities, with the exception of the podium.
- 6.5. Amenities shall be used for the intended purpose only.
- 6.6. Furniture and equipment shall remain in the amenity and recreational facilities.
- 6.7 Party Room:
 - 6.7.1. Shall only be rented by adult residents, eighteen (18) years and older, through the Concierge at a fee, deposit and conditions determined by the Board of Directors from time to time.
 - 6.7.2. Shall be used for residents' events only, and shall not be used for commercial purposes or personal gain. Fire regulations limit the capacity of the Party Room to a maximum of fifty (50) persons.
 - 6.7.3. The renter shall be responsible for any loss or damage to the Party Room and any other area associated with the rental; and for any clean-up cost(s) incurred by the Corporation.
 - 6.7.4. The room shall be inspected prior to and following each event.
 - 6.7.5. The Corporation reserves the right to assess the renter if the amount of loss or damage, or clean-up cost(s) exceeds the deposit.
 - 6.7.6. Renting of the Party Room shall not be made more than one (1) year in advance.
 - 6.7.7. Events shall be restricted to the Party Room and rest room facilities, and shall exclude the use of all other recreational facilities. The Lobby shall be used for entry and exit only.
 - 6.7.8. Renter shall be responsible for the clean up of this facility, which shall be completed by noon following the reservation date.
 - 6.7.9. Renter shall be responsible in ensuring their visitors and guests do not interfere with other residents use of the common elements or units.
 - 6.7.10. Noise must be lowered at 11:00 pm so as not to be a nuisance to residents. Notwithstanding, no resident is to be disturbed at any time. It is the obligation of the renter to ensure that there is no interference with the use and quiet enjoyment of the common elements or units by other residents at any time.
 - 6.7.11. The renter shall be present at all times throughout the function. No minor shall be left unattended at anytime.

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- 6.7.12. No additional signs shall be posted in the hallways and/or lobbies.
 - 6.7.13. Decorations shall not be taped and must be removed after event.
 - 6.7.14. Tuning of the piano shall be at the renter's option and expense.
 - 6.7.15. Smoking shall not be permitted in the Party Room.
 - 6.7.16. The Corporation reserves the right to deny future use of the Party Room to a resident who has breached any of rules 6.7.1 to 6.7.15.
- 6.8 Hobby Room:
- 6.8.1. Is restricted to use by residents. No persons contracted by residents for renovations are permitted to use this room.