

## TSCC 1525

### **RULES AND REGULATIONS**

**Effective as at June 18, 2009**

#### **PREAMBLE**

The following rules and regulations (collectively, the “Rules”) shall be observed by all owners, including the commercial unit defined in the Declaration. The term “owner” within these Rules shall include the owner or any other person occupying the unit with the owner’s approval, including, without limitation, the owner’s family, tenants, guests, visitors and invitees.

All capitalized terms used within these Rules shall have the same meaning as defined in the Declaration.

All words or expressions importing gender include the masculine, feminine and neuter.

The “Building” within these rules shall mean 8 Park Road, Toronto, Ontario.

“Common Elements” shall mean all areas of the Building except all classes of units defined in the Declaration.

#### **RULES**

1. Other than as permitted by the Declaration, no one shall, (i) inscribe, paint, affix or place a sign, advertisement or notice, or (ii) erect any awning or shade, 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.
2. No owner shall do anything, or permit anything to be done, in his unit which will in any way increase the risk of fire or the rate of fire insurance on the Building, or on property therein. This includes, but is not limited to, the requirement that owners perform regular cleaning of the lint baskets within dryer unit and the venting system connected to the dryer. Furthermore, the conduct of an owner shall not conflict with or violate laws relating to fire safety and prevention or with the regulations of the Fire Department or with any insurance policy carried by the Corporation, or any owner. In addition, no owner shall conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
3. Occupancy is limited to a maximum of 3 persons for bachelor size units, 4 persons for one bedroom units and 6 persons for two bedroom units.
4. The owner shall not place, leave, or permit to be placed or left in or upon the Common Elements, including those common elements of which he has the exclusive use, any debris, refuse or garbage except in those portions of the Common Elements specifically designated for storage or deposit of such materials. Such debris, refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags not

exceeding the weight and manner prescribed by the Property Manager, and shall be disposed of as directed by the Property Manager. Where such debris, refuse or garbage consists of large items, crates or cartons, the owner shall arrange for the disposal thereof, and such crates or cartons shall not, in any event, be left outside the Unit or anywhere else in the Common Elements unless specifically directed by the Property Manager.

5. Owners, their families, guests, visitors, servants and persons having business with them, shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board of Directors or the Property Manager interferes with the quiet enjoyment of the Building by other owners, their families, guests, visitors, servants and persons having business with them. Furthermore, no owner shall obstruct, inhibit, or interfere with the rights of other owners, or in any way injure or annoy them. Should a dispute arise with respect to same, the final and unfettered determination shall be that of the Board of Directors.
6. No animal, livestock, reptile or fowl other than a domestic cat, dog, any small bird allowed at the discretion of the board (ie. canary, budgie), guide-dog as defined in the *Blind Persons' Rights Act*, R.S.O. 1990, hearing ear dog necessary to accommodate a hearing disability or tropical fish shall be kept within the unit or allowed upon the Common Elements, (including those parts thereof of which the owner has the exclusive use) and no cat or dog shall be permitted to run free upon the Common Elements. All dogs and cats shall be controlled with a leash, no longer than 5 feet, or carried while passing through the Common Elements. Notwithstanding the foregoing, the Board of Directors, in their absolute discretion, may determine whether an owner's pet is considered a nuisance or an interference with rights of other owners to quiet enjoyment of their units and the Common Elements. An owner shall within two weeks of receipt of a written notice from the Board of Directors or the Property Manager on behalf of the Board of Directors, requesting the removal of a pet, so considered a nuisance or interference, permanently remove the same from the Building. Each pet owner must ensure that any defecation by such pet is cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times. This includes the front entrance and planters on the street level in front of the Building. Should the pet owner fail to clean up after his pet as aforesaid, the pet may be deemed to be a nuisance, and if determined as such, the owner of said pet shall, within two (2) weeks, of receipt of written notice from the Board of Directors or the Property Manager requesting removal of such pet, permanently remove such pet from the Building.

The reference to dogs as permitted in Section 6 of these Rules does not include dogs over 22.68kg (50 pounds) of weight.

A maximum of two dogs, two cats or one dog and one cat is permitted per unit in the Building.

All pets must be registered with the Property Manager.

Pets can not be walked to be relieved in any areas of the Common Elements including on the 15th floor terrace. Pets shall not relieve themselves in any part of the Common Elements. The owners of pets may receive a removal notice upon violation of these Rules.

7. Running water shall not be left unattended. Owners shall not operate dishwashers, clothes washers and dryers unless a person is present in the unit.
8. Open houses are not permitted. Real Estate agents are permitted to show the units and Common Elements, by appointment only, and during such time, and at all times, must accompany the visitors through the Common Elements. Set up of lock boxes is permitted only in stairways and only with notice to the Property Manager.
9. There shall be no accumulations of combustible waste or other combustible materials in suites or common areas in quantities and locations that constitute an undue fire hazard other than those for which the location, room or space is designed.
10. The sidewalks, entry, passageways, walkways, corridors, lobbies and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units. The lobbies and other parts of the Common Elements shall not be used for meetings, loitering, lounging, or for purposes other than their intended use.
11. No mops, brooms, dusters, rug or bedding shall be shaken or beaten from any window, door, balcony or those parts of the Common Elements or over any areas which the owner has the exclusive use.
12. No fluids or other objects of any kind shall be thrown or dropped from the balconies or windows as it is considered a serious safety hazard.
13. Cigarette/cigar butts are not to be thrown from balconies as they constitute both a safety/fire hazard and a nuisance. Cigarette/cigar smoke emanating from balconies or the unit can have a detrimental effect on the Common Elements and interfere with the rights of owners to enjoyment of their units and the Common Elements. The Board of Directors will take appropriate action against those who engage in behaviour that constitutes a safety/fire hazard or a nuisance.
14. Smoking of any substance is not permitted in any part of the common elements, including the outdoor 15<sup>th</sup> floor terrace and gardens.
15. Seasonal furniture may be placed on the balconies as long as these items are firmly secured to withstand high winds. Notwithstanding the foregoing, no bicycles, suitcases, clothes, boxes, construction material, holiday lights, appliances or any other item may be used, placed or stored on the balconies.

16. No motor vehicle other than as contemplated in the Declaration shall be parked on any parking unit nor shall any repairs be made to such motor vehicle while parked on the Common Elements or any parking unit and no such motor vehicle shall be driven on any part of the Common Elements other than on a driveway or parking space.
17. The Condominium parking units (defined in the Reciprocal Agreement governing the Hudson Bay Centre) shall only be used by owners, tenants or occasional occupants while such occupants are living in a residential unit of the Condominium. The parking units are not to be used for parking by members of the public, or by friends, acquaintances of owners or tenants who do not live in the residential unit of the Condominium.
18. Owners, their families, guests, visitors and servants are not entitled to preferred, special, reserved, unreserved, or any other parking privileges in the Hudson's Bay Centre Parking Area including any right to monthly unreserved parking, and are to follow and abide by the Rules with respect to driving through and/or parking within the Hudson's Bay Centre.
19. All visitors must report to the security desk whether they enter the building through the lobby or from the parking area.
20. No television antenna, Satellite dishes, tower or similar structure and appurtenances thereto shall be erected or placed on or fastened to any unit, except in connection with a common television cable system as approved by the Board of Directors.
21. In the event that an owner changes the entry locks of the unit, he shall notify the Property Manager in advance unless an emergency arises. All new locks must be compatible with the Building Master key. Furthermore, a second lock may only be installed as an inside lock and not on the exterior of the unit entry door.
22. Use of holiday ornaments, artificial trees and lights within the unit is not prohibited provided that a unit owner takes all necessary precautions to ensure that no fire or safety hazard is created. Holiday wreaths may be placed on unit doors provided that no damage of any kind is caused to the exterior of the door and frame, or any other parts of the Common Elements. The use of nails or screws is not permitted. No holiday lights may be used or placed on the balconies.
23. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the Common Elements including grass, trees, shrubs, hedges, flowers or flower beds.
24. No building or structure or tent shall be erected and no trailer either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the Common Elements.
25. Each owner shall indemnify and save the Corporation harmless from and against any loss, cost and legal costs on a substantial indemnity basis (formally known as solicitor

and client costs), which the Corporation may suffer or incur resulting from , or caused by, any act or omission or breach of these rules by the owner. All payments to be made by any owner pursuant to this rule shall be deemed to be common expenses payable by such owner and shall be recoverable in the same manner and upon the same terms as unpaid common expenses, including the actual costs of the Corporation pursuant to section 134(5) of the Condominium Act, 1998 S.O. 1998 c. 19 (the "Act").

26. No outside painting or other application or alteration shall be done to the exterior of the units, railings, doors, windows or any other part of the Common Elements.
27. Any renovation or construction within the units shall be pre-approved by the Board of Directors. Notwithstanding paragraph 5 of the Rules, any work done within the units that may interfere with the quiet enjoyment of other unit owners is limited to 9 a.m. to 5 p.m. from Monday to Friday (except Statutory holidays), and 10:00 a.m. to 4:00 p.m. on Saturdays. Notwithstanding the foregoing, owners shall at all times take all reasonable precautions to ensure that this work does not interfere with the quiet enjoyment of the units and Common Elements by other unit owners.
28. Owners are responsible for ensuring that contactors or any person(s), organization or company directed by the owner, and moving personnel remove all boxes, garbage, renovation materials, construction material, and all other such materials from the Building.
29. The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, kitty litter, rubbish, rags, ashes, dental floss, grease, starch, or other substances that may clog the plumbing system, shall be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the owner regardless of whom, or whose, tenants, family, guest, visitor, servant or agent shall have caused the damage.
30. No owner or occupant shall make any major changes or alterations to the unit including, but not limited to, flooring, plumbing, electrical, mechanical, and structural or television cable alteration in or to his unit without the prior written consent of the Board of Directors.
31. 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.
32. Units shall be used only for such 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.

33. No owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his unit or adjacent Common Elements. Each owner shall immediately report to the Property Manager all incidents of pests, insects, vermin or rodents, and all owners shall fully co-operate with the Property Manager to provide access to each unit for the purpose of conducting an inspection. The Property Manager may also conduct a spraying program, at the owner's expense, to eliminate any incident of pests, insect, vermin or rodents from spreading to other units or other areas of the Building.
34. The recreational facilities and Common Elements shall only be used with complete regard to reasonable safety precautions and the Rules and Regulations herein set forth and as posted in such Common Elements.
35. No roller blades, bicycles or in-line skates are to be used in any part of the Common Elements including, but not limited to, the lower lobby and the elevators.
36. The Property Manager shall provide the owners with reasonable notice of times and reasons that management or other service providers may enter a unit. In the case of non-emergency events, a notice of one week shall constitute as reasonable notice, unless otherwise agreed to between the owner and Property Manager. In case of emergency or unexpected events, the Property Manager shall at its sole discretion determine what appropriate and reasonable notice is.
37. Owners must inform the Property Manager, in writing, of a change in the name of the owner of their unit or in their address for service within 30 days of the change. Further, owners who lease their units are responsible to inform the Property Manager of changes in lessees within 30 days of the change and must also provide a copy of the new lease.
38. Owners are responsible for the costs to clean, maintain and repair any damages to the Common Elements caused by the owner. An owner is defined in the preamble of these rules.
39. The Board of Directors, in accordance with the Act, may from time to time make additional rules or regulations or vary and amend such rules, and regulations respecting the use of the Common Elements for the purpose of preventing unreasonable interference with the use and enjoyment of the units and Common Elements by all owners.