

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1831
(the "Corporation")**

New Rules

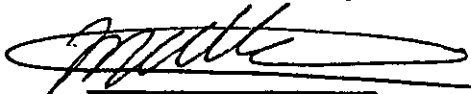
WHEREAS the board of directors have reviewed New Rules as described on page one to be added to the Corporation's existing Rules (The New Rules) to suit the circumstances of the Corporation, and after due consideration wish to pass the new Rules in order to maximize owners' and residents' enjoyment of all of the common elements, facilities and units of the Corporation and to prevent inconveniences caused by others;


NOW THEREFORE BE IT RESOLVED THAT:

1. The board of directors hereby passes the New Rules (a copy of which is attached hereto as Schedule "A") respecting the use of the common elements and units to promote the safety, security or welfare of the owners and of the property and assets of the Corporation, and to prevent unreasonable interference with the use and enjoyment of the common elements, unit and assets of the Corporation, in accordance with the requirements set out in s. 58 (1) of the Condominium Act, 1998 (the Act).
2. The Corporation is hereby authorized and directed to add Rules (described on page one), so that the New Rules shall be valid and binding rules in good standing.
3. The New Rules shall take effect on the 30th day after the Notice of Rules has been forwarded to each of the owners in accordance with any of the permitted methods of giving notice as set out in s. 47 of the Act, or at such date as the owners may approve them at a meeting of owners, if the board received a requisition for an owners' meeting in according with s. 46 of the Act to discuss the Amended Rules, within 30 days after the date the notice of Rules was given to the owners.
4. The board acknowledges that to the best of their knowledge and belief, the New Rules are reasonable and consistent with the provision of the Act and the Corporation's declaration and by-laws.

The foregoing resolution was duly passed by the Directors of the Corporation at the meeting of directors duly called and held

DATED this 22 Day of November, 2008


Board of Directors


Board of Directors

Section 58 of the Condominium Act, 1998

s.58(1)

- (1) The board may make, amend or repeal rules respecting the use of common elements and units to,
 - (a) promote the safety, security or welfare of the owners and of the property and assets of the corporation; or
 - (b) prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the corporation.

Rules to be reasonable – s.58(2)

- (2) The rules shall be reasonable and consistent with this Act, the declaration and the by-laws.

Same, proposed rules – s.58(3)

- (3) Rules proposed by the declarant before the registration of a declaration and description shall be reasonable and consistent with this Act, the proposed declaration and the proposed by-laws.

Inconsistent provisions – s.58(4)

- (4) If any provision in a rule or a proposed rule is inconsistent with the provisions of this Act, the provisions of this Act shall prevail and the rule or proposed rule, as the case may be, shall be deemed to be amended accordingly.

Amendment by owners – s.58(5)

- (5) The owners may amend or repeal a rule at a meeting of owners duly called for that purpose.

Notice of rule – s.58(6)

- (6) Upon making, amending or repealing a rule, the board shall give a notice of it to the owners that includes,
 - (a) a copy of the rule as made, amended or repealed, as the case may be
 - (b) a statement of the date that the board proposes that the rule will become effective; and
 - (c) a statement that the owners have the right to requisition a meeting under section 46 and the rule becomes effective at the time determined by subsections (7) and (8).

When rule effective – s.58(7)

- (7) Subject to subsection (8), a rule is not effective until,
 - (a) the owners approve it at a meeting of owners, if the board receives a requisition for the meeting under section 46 within 30 days after the board has given notice of the rule to the owners; or
 - (b) 30 days after the board has given notice of the rule to the owners, if the board does not receive a requisition for the meeting under section 46 within those 30 days.

Same – s.58(8)

- (8) A rule or an amendment to a rule that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose.

Same, proposed rule – s.58(9)

- (9) Despite subsection (7), a rule proposed by the declarant before the registration of the declaration and description shall be effective until it is replaced or confirmed by a rule of the corporation that takes effect in accordance with subsection (7).

Compliance – s.58(10)

- (10) All persons bound by the rules shall comply with them and the rules may be enforced in the same manner as the by-laws.

Section 46 of the Condominium Act, 1998

s. 46(1)

- (1) A requisition for a meeting of owners may be made by those owners who at the time the board receives the requisition, own at least 15 per cent of the units, are listed in the record maintained by the corporation under subsection 47(2) and are entitled to vote.

Form of requisition – s. 46(2)

- (2) The requisition shall,
 - (a) be in writing and be signed by the requisitionists;
 - (b) state the nature of the business to be presented at the meeting; and
 - (c) be delivered personally or by registered mail to the president or secretary of the board or deposited at the address for service of the corporation.

Duty of board – s. 46(4)

- (4) Upon receiving a requisition mentioned in subsection (1), the board shall,
 - (a) if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the meeting to the agenda of items for the next annual general meeting; or
 - (b) otherwise call and hold a meeting of owners within 35 days.

Non-compliance – s. 46(5)

- (5) If the board does not comply with subsection (4), a requisitionist may call a meeting of owners which shall be held within 45 days of the day on which the meeting is called.

Reimbursement of cost – s. 46(6)

- (6) Upon request, the corporation shall reimburse a requisitionist who calls a meeting under subsection (5) for the reasonable costs incurred in calling the meeting.

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TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1831

RULES

PASSED at a meeting of the Board of Directors held on November 22, 2007

The following Rules made pursuant to the *Condominium Act* (the 'Act') 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, invitees, servants, agents and contractors.

1) GENERAL

- a) Use of the common elements and units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the owners and of the property or the purpose of preventing unreasonable interference with the use and enjoyment of the common elements 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; and
- c) Any losses, costs or damages incurred by the Condominium Corporation by reason of a breach of any Rules in force from time to time by any Owner, or his family, guests, servants, agents or occupants of his unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation against such Owner in the same manner as Common Expenses.

2) QUIET ENJOYMENT

- a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the board or the manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by the owners or their respective family, guests, visitors, servants and persons having business with them;
- b) No noise or odors shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise or odors is being transmitted to another Unit and that such noise or odors 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 or odors to the satisfaction of the Board. If the owner of such Unit fails to abate the noise or odors, the Board shall take such steps as it deems necessary to abate the noise or odors and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise or odors;
- c) No auction sales or public events shall be allowed in any unit or the common elements except with the prior written approval of the Board;
- d) No owner shall commence any type of media production e.g. music, video, film, television either in their own unit or any common element space unless they have an approved Media Production Application form signed by the Property Manager including payment of any required fees.
 - o The Media Production Application form (Schedule 1) provides guidelines for approval, the fee structure and procedures that must be followed during the production period. The Media Production Application must be submitted to the Property Manager at least 15 days prior to the requested commencement date of the production. If the applicant requires special dispensation beyond the approval guidelines that have been authorized by the Board for the property manager, the application must be submitted to the Board of Directors for their consideration at the next scheduled Board Meeting.
- e) Firecrackers or other fireworks are not permitted in any unit or on the common elements; and

- (f) Any repairs to the units or common elements shall be made only during reasonable hours.

3) **PETS**

- (a) No animal, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger or nuisance to the residents of the Corporation is permitted to be on or about the Common Elements; and
- (b) Owners are requested to use the area under the southeast section of the building for the purposes of pet exercise and relief. Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times. Should a pet owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two (2) weeks of receipt of written notice from the Board or the Manager requesting removal of such pet, permanently remove such pet from the property.
- (c) Owners are required to have dogs leashed at all times when in the common elements.

4) **SECURITY**

- (a) 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;
- (b) Under no circumstances shall building access or common element keys be made available to anyone other than an owner or occupant;
- (c) No visitor may use or have access to the common elements and facilities unless accompanied by an owner or occupant;
- (d) Building access doors shall not be left unlocked or wedged open for any reason;
- (e) 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; and
- (f) No owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate 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.

5) **SAFETY**

- (a) No storage of any hazardous 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 except where prescribed under Section 13 BALCONY, TERRACE AND EXCLUSIVE USE AREAS;
- (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 or off of any balcony or terrace;

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RULES

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1) GENERAL

- (a) Use of the common elements and units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units;
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners and occupants, their families, guests, visitors, servants or agents; and
- (c) Any losses, costs or damages incurred by the Condominium Corporation by reason of a breach of any Rules in force from time to time by any Owner, or his family, guests, servants, agents or occupants of his Unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation against such Owner in the same manner as Common Expenses.

2) QUIET ENJOYMENT

- (a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners or their respective families, guests, visitors, servants and persons having business with them;
- (b) No noise or odours shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise or odours is being transmitted to another Unit and that such noise or odours 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 or odours to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise or odours, the Board shall take such steps as it deems necessary to abate the noise or odours and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise or odours;
- (c) No auction sales or public events shall be allowed in any unit or the common elements except with the prior written approval of the Board;
- (d) No owner shall commence any type of media production e.g. music, video, film, television either in their own unit or any common element space unless they have an approved Media Production Application form signed by the Property Manager including payment of any required fees.
 - i) The Media Production Application form (Schedule 1) provides guidelines for approval, the fee structure and procedures that must be followed during the production period. The Media Production Application must be submitted to the Property Manager at least 15 days prior to the requested commencement date of the production. If the applicant requires special dispensation beyond the approval guidelines that have been authorized by the Board for the property manager, the application must be submitted to the Board of Directors for their consideration at the next scheduled Board Meeting
- (e) Firecrackers or other fireworks are not permitted in any unit or on the common elements; and

- (f) No barbecues may be used indoors or outdoors except where explicitly allowed under Section 13 BALCONY, TERRACE AND EXCLUSIVE USE AREAS;
- (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 except as may be designated as a smoking area by the Board; and
- (i) No roller blades, roller skates, or skateboards shall be permitted to be used in the Common Elements.

6) 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, 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) The owner of a unit shall not place, leave or permit to be placed or left in or upon the common elements (including those of which he has the exclusive use) any equipment or materials of any kind nor any debris, refuse or garbage except on such days and times as designated by the board or the manager, nor shall any owner place or deposit any such garbage or debris except in those areas designated by the Corporation or the manager as a central garbage depository. **Exceptions to this rule include the following:**
 - (i) Newspapers may be delivered in the corridor immediately outside the unit entrance but must be removed no later than 12 noon of delivery date.
 - (ii) Each parking spot may contain a fully enclosed plastic resin storage unit, not to exceed 80" high, 25" width, 30" deep and/or a collapsible wire shopping cart not to exceed 40"h. The basket section is 20"h x 15"w x 12"d. These items must be placed within the boundaries of the parking unit.
- (g) Any physical damage to the common elements caused by an owner or occupant, his family, guests, visitors, servants, agents or contractors shall be repaired by arrangement and under the direction of the Board at the cost and expense of such owner or occupant;
- (h) 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; and
- (i) No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements.

7) RESIDENTIAL UNITS

- (a) 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, 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 borne by the owner who, or whose, tenant, family, guest, visitor, servant, agent or contractor 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 (see Schedule 2 - In-Suite Renovation Agreement) ;
- (c) No garborator shall be installed in any Residential Unit without the prior written consent of the Board, which consent may be arbitrarily withheld;
- (d) 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;
- (e) 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 regulation of all government regulatory agencies shall be strictly observed;
- (f) 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 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; and
- (g) All shades or other window coverings shall be white or off white on the outside and all draperies shall be lined in white, off white, gray or black to present a uniform appearance to the exterior of the building. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the Residential Units or common elements, whatsoever;

8) 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, odours and disintegration during its fall down the garbage chute or in the disposal rooms;
- (b) Newspapers and magazines must be deposited in the appropriate bin in the refuse recycling room located in the basement;
- (c) Bottles shall be deposited in the appropriate bin in the recycling room located in the basement;
- (d) Cartons and large objects which might block the garbage chute shall be arranged for disposal by the owner at the owner's expense. Such items shall not be left outside the unit, in the garbage chute area or on any exclusive use common elements;
- (e) No garbage other than those items listed in paragraphs (b), (c) and (d) above is to be left on the floor of the disposal rooms;
- (f) No burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown down the garbage chute; and
- (g) No garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 8:00 a.m.

9) 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 completed Tenant Information Form in accordance with Schedule 5 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule 6 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself;
- (b) In the event that the owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, and fails to comply with Section 83 of the Act, any person or persons intending to reside in the owner's unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the owner comply with the within rules and with the Act;
- (c) 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;
- (d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation;
- (e) No owner shall allow his tenant to sublet his unit to another tenant;
- (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 therefore;
- (g) During the period of occupancy by the tenant, the owner shall have no right of use of any part of the common elements; and
- (h) The owner shall supply to the Board, his current address and telephone number during the period of occupancy by the tenant.

10) ELEVATORS AND MOVING

- (a) Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose by the Board. The 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 three (3) hours. An elevator reservation agreement in accordance with (Schedule 3 - Elevator Booking Agreement) attached hereto shall be signed when reserving the 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 4:30 p.m. Monday to Friday and the hours of 9:00 a.m. and 5:00 p.m. Saturday. No moving shall take place on Sundays or public holidays;
- (c) A refundable security damage deposit of \$300 dollars in certified funds 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 elevator to notify the manager or superintendent and to request an inspection of the elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building, or a delivery, the owner reserving the elevator shall forthwith request an immediate re-inspection of the 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 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 elevator shall be liable for the full cost of repairs to any damage to the 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 elevator. If the cost of repairs exceeds the amount of the security deposit and the owner or person reserving the 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 elevator as a common element expense and shall 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 elevator shall take reasonable precautions to prevent unauthorized entry into the building;
- (g) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation;
- (h) Upon moving from suite, the owner or occupant vacating the premises shall surrender all common element keys and any garage access devices in his possession to the manager or its staff. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered;
- (i) Purchasers or tenants acquiring a unit shall register with the manager or its staff prior to the move in date at which time arrangements will be made for delivery of the common element keys and any garage access devices;
- (j) Bicycles and carts may be taken on any elevator provided priority is given to passengers; and
- (k) Smoking is prohibited in all elevators.

11) 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 1.85 meters:

- (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, loading and garbage areas;
 - (iv) roadways; and
 - (v) any area not specifically designated for parking.
- (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 on any Parking Unit or in any Bicycle/Storage 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 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 of Directors, the Manager and/or its designated agent. Owners are responsible for obtaining a permit on behalf of their guests/visitors, in advance, from the Board of Directors, the Manager and or its designated agent, during normal business hours. A permit shall not be issued for a period in excess of three (3) days and no motor vehicle shall use the "Guest/Visitor Parking Area" more than fourteen (14) days in any single month;
- (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; and
- (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.

12) BICYCLE/STORAGE UNITS

- (a) All stored articles must be placed within individual Bicycle/Storage Unit and no storage is permitted on top of Bicycle/Storage Unit so as to conflict with fire regulations;
- (b) No stores of coal, propane or natural gas tank or any combustible materials or offensive goods, provisions or materials or any food stuffs shall be stored in any Bicycle/Storage Unit; and
- (c) Bicycle/Storage Units shall not be used as workshop areas or for any purpose other than for storage.

13) BALCONY, TERRACE AND EXCLUSIVE USE AREAS

- (a) Balconies and exclusive use areas shall not be used for cooking and barbecuing save and except private terraces and common area terraces;
- (b) No hanging or drying of clothes is allowed on any balcony, terrace or exclusive use area;
- (c) Balconies, 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, terraces and exclusive use areas. All such items shall be safely secured in order to prevent such items from being blown off the balcony, terrace or exclusive use areas by high winds. No permanent structures of any kind shall be permitted;
- (e) No owner, occupant or tenant shall do or permit anything to be done on a balcony, 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, or signs shall be erected on, over or outside of balconies, terraces and exclusive use areas without the prior written consent of the Board which may be arbitrarily withheld. The Board shall have the right to prescribe the shape, colour and material of such awnings, shades, or signs to be erected; and
- (g) No materials or gas appliances of any kind shall be kept in the units or upon the common elements without the prior written consent of the board. Barbecues are not permitted in the units or upon any portion of the common elements, with the exception that such prohibition shall not apply to those 6th floor units having access to an exclusive-use terrace or those portions of the common elements as may be designated by the board as a common barbecue area
- (i) No more than one barbecue and one 20lb tank of propane shall be permitted on any exclusive-use terrace. Where a common barbecue area has been designated by the board, such area shall be equipped with barbecues supplied by the Corporation and the use or storage of resident-owned barbecues shall not be permitted.
- (ii) All barbecues and propane tanks shall be maintained and operated in accordance with the safety criteria established by the Technical Standards & Safety Association. The transport of propane tanks within the condominium shall comply with all municipal and provincial codes, by-laws and guidelines as may be applicable.

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 (Schedule 2), 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 owner's 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) MEETING ROOM

- (a) Any Unit Owner wishing to use the meeting room shall complete an application for rental of this room (Schedule 4) and leave same with the Management Office together with a non-refundable fee, plus a security deposit, or an amount to be determined by the board of Directors or their Agent at the time of application. The deposit shall be returned if the meeting room is left in the same condition as it is found;
- (b) No resident shall permit more persons to be present in the meeting 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 meeting room or upon the property of the condominium corporation;
- (e) Any resident using the meeting 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; and
- (f) Advance reservations for the use of the meeting room may be made by telephone. Reservations must be cancelled no later than 7 days prior to the date reserved. If cheque, deposit, and signed forms have not been received by the Management Office 7 days before the day of the party, the reservation will be automatically cancelled.
- (g) The meeting room may not be used for any purpose after 2:00 a.m.

Schedule 1

Application for Media Production

Name and Suite Number of Owner (if applicable):	
Production Start Date and Time:	
Production End Date and Time:	
Name of Production Company:	
Contact Person at Production Company:	
Telephone Number of Contact Person:	

No owner shall commence any type of media production e.g. music, video, film, television either in their own unit or any common element space unless they have a completed Media Production Booking Agreement signed by the Property Manager including payment of any required fees and the attachment of details of the media production.

This Media Production Booking Agreement provides guidelines for approval, the fee structure and procedures that must be followed during the production period. It must be submitted to the Property Manager at least 15 days prior to the requested commencement date of the production. If the applicant requires special dispensation beyond the approval guidelines that require Board approval, the application will be submitted to the Board of Directors by the Property Manager for their consideration at the next scheduled Board Meeting. If this application requires Board approval, processing time could be thirty (30) days or more.

Definitions:

- i) "Affecting Productions" means those film and television productions which affect or potentially adversely affect the "quiet enjoyment" of residents in units other than the unit in which filming is taking or to take place. Affecting Productions are characterised by one or more of the following:
 - (a) may be a television series or movie or a theatrical feature film;
 - (b) may require multiple service or support vehicles;
 - (c) may require both indoor and outdoor support crew, staff, personnel;
 - (d) may require the presence of production materials outside the building;
 - (e) may make heavy (as that term is reasonably understood) use of the elevators.
- ii) "Non-Affecting Productions" means those productions which are deemed not to adversely affect residents' quiet enjoyment of their units and should be comprised of all of the following characteristics:
 - (a) be a fashion production, commercial or similar;
 - (b) require only one service or support vehicle;
 - (c) require no outdoor support crew, staff or personnel;
 - (d) require no production materials outside the building;
 - (e) require a minor usage of the elevator;
 - (f) take place entirely within a unit and/or on a balcony or terrace.
- iii) "Premises" means the residences and grounds in their entirety of the live/work condominium known as 'the Broadview Lofts' located at 68 Broadview Ave. in the City of Toronto.

RULES AND GUIDELINES:

1. The Property Manager will determine whether any production is an Affecting Production or a Non-Affecting Production based on the guidelines above and guidance from the Board of Directors as required.
2. Prior to commencement of any and all Affecting Productions on the Premises, the producers thereof shall be required to execute and to adhere to an Access Agreement, governing the conduct of their employees, staff, cast, crew and other personnel in, on and around the Premises.

It is the responsibility of each resident, in whose unit a production company has requested access for the purposes of a media production, to approach the Property Manager to determine the status of such production. The following materials must be submitted to assist the Property Manager in his determination thereof:

- a. Date(s) and times of filming;
 - b. Anticipated number of cast, crew, support staff and/or other personnel on site;
 - c. Expected number of support vehicles on site and plan for parking;
 - d. Nature of access required (i.e. interior and/or exterior);
 - i. Filming Permit issued by the Toronto Film and Television Office.
3. Any such access request submitted to the Property Manager by a non-owner must be accompanied by a letter of acknowledgement and approval from the owner of the unit concerned.
4. In the event any production commences filming without having obtained the Property Managers determination and/or without having met the preconditions specified in Rules 2 and 3 above, such production shall be reviewed by the Property Manager on site. In the event such a production is determined by the Property Manager to be an Affecting Production, it shall be terminated forthwith until such time as the Property Manager and the resident and production company associated therewith have duly complied with the provisions hereof and the requisite compensation has been received by the Property Manager.
5. Except as varied or amended by the terms of this Policy and/or any individual Access Agreement, any and all Affecting Productions shall be required to operate in accordance with the Code of Conduct for Cast and Crew created and administered by the Toronto Film and Television Office (hereinafter referred to as "TFTO") and the Guidelines for Filming on the Streets Under the Jurisdiction of the City of Toronto dated April 9, 1999 ("Filming Guidelines") of this body.
6. The Board will establish a Fee Schedule (attached hereto) setting out the indicative compensation it proposes producers of Affecting Productions to provide.
7. There are generally no set fees for Non-Affecting Productions, other than those set out in the Access Application. Non-Affecting Productions will, however, wherever applicable, be expected to adhere to the above-referenced Code of Conduct for Cast and Crew and the TFTO Filming Guidelines.
8. In the event a Non-Affecting Production wishes to utilize the exterior of the premises of 68 Broadview Ave. in respect of a particular production, approval of the Property Manager must be sought and obtained and appropriate adequate compensation must be received. The Property Manager will terminate any Non-Affecting Production found to be in violation of this provision.
9. Unless otherwise agreed, the Property Manager is not disposed to approve Affecting Productions that:
- a. exceed two (2) actual shooting days (as distinct from set-up and dismantling days), with an annual aggregate limitation of fifteen (15) shooting days on the Premises;
 - b. exceed one weekend shoot (defined for these purposes as one Saturday and/or one Sunday) per calendar year per residential unit;
 - c. are deemed by the Property Manager in its sole discretion to cause another unit to be unduly and adversely affected on more than two separate occasions in one calendar year;
 - d. include movement of vehicles or undue noise between the hours of 10:00pm and 7:00am on any day.

10. Upon Approval of the Media Production Application the filming company must provide the Property Manager with \$1500 as a deposit for damage and cleaning expenses.
11. An additional non-refundable fee may be required for a representative from Property Manager to be on site for the entire time of filming at a rate of \$30 per hour. This fee applies for the working hours between 9a.m. and 5p.m., otherwise there are additional fees and will be at the discretion of the Board or its agent.
12. The filming company, or resident requesting a permit to film in the building, must give the Property Manager a grace period of fifteen days (15) for approval of the application. Approval is based on an individual basis at the discretion of the Property Manager. Special dispensations from the guidelines in this application must be approved by the Board of Directors at their next regularly scheduled meeting