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RULES

The following Rules made pursuant to the Condominium Act, 1998, S.O. 1998, C.19 (the "Act"), shall be binding upon and observed by each Owner, and, for the purpose of these Rules, the term "Owner" shall include the Owner, his/her tenant, any other person(s) occupying the Unit with the Owner's approval, and their employees, guests, invitees and visitors, as the case may be.

Any losses, costs or damages incurred or which may be incurred by the Condominium Corporation (the "Corporation") by reason of a breach or contravention of any Rules in force from time to time by any Owner, together with all legal costs incurred by the Corporation on a solicitor and his/her client basis in connection therewith, shall be borne and/or paid for by the Owner of the applicable Unit and shall be deemed to be the Owner's additional contribution towards Common Expenses and shall be collectible and recoverable by the Corporation from and against such Owner in the same manner as Common Expenses in arrears, including enforcement by way of corresponding lien rights in favour of the Corporation.

1. GENERAL

- (a) Use of the Common Elements and Units shall be subject to the Rules, which the Board may make to (i) promote the safety, security or welfare of the Owners and of the property and assets of the Corporation, or (ii) to prevent unreasonable interference with the use and enjoyment of the Common Elements, the Units or the assets of the Corporation;
- (b) Rules as deemed necessary and altered from time to time by the Board shall be binding on all Owners; and
- (c) For the purpose of the Declaration, the term "pet" means either not more than two (2) cats or two (2) dogs (or one of each), not more than two (2) canaries, budgies or other small domestic birds, any number of goldfish or tropical fish, or two (2) small caged animals usually considered to be a pet.

2. QUIET ENJOYMENT

- (a) No auction sales or public events shall be allowed in any Residential Unit or upon the Common Elements unless the Board's prior consent is obtained;
- (b) Firecrackers or other fireworks are not permitted in any Unit or upon the Common Elements; and
- (c) Any repairs to the Units or the Common Elements shall be made during reasonable hours except in the case of an emergency, as determined by the Board or the Manager in their absolute discretion.

3. SECURITY

- (a) Each Owner of a Unit shall supply to the Board the names of person(s) occupying the Unit with the Owner's approval, and each Owners shall supply the Board with the license number of all motor vehicles that are parked in the Owner's Parking Unit(s);
- (b) Owners shall immediately report any suspicious person(s) seen on the Property to the Manager or its staff;
- (c) No duplication of keys for access to the Building or the Common Elements 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;
- (d) Under no circumstances shall keys for access to the Building or the Common Elements be made available to anyone other than an Owner or the occupant of the Unit;
- (e) Building access doors shall not be left unlocked or wedged open for any reason;
- (f) Any loading facilities on the Property shall only be used with the prior permission of, and as scheduled by, the Manager; and
- (g) Service elevator availability shall be allocated by the Manager in accordance with the Rules

relating to elevators and moving. Any loading facilities on the Property shall only be used with the prior permission of, and as scheduled by, the Manager.

4. **SAFETY**

- (a) No consumption, storage, manufacture or utilization of any industrial chemicals, toxic waste, contaminant or combustible, inflammable, illicit or offensive goods, provisions or materials shall occur or be kept in any of the Units or upon the Common Elements;
- (b) No propane or natural gas tank shall be kept in any of the Units or upon the Common Elements, including the exclusive use portions of the Common Elements;
- (c) The electrical circuits within the Building shall not be overloaded, and the amperage in any circuit breakers within any Unit shall not be altered;
- (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 the Building;
- (f) No barbeques may be used on the Property; and
- (h) Clothes washers, dryers, dishwashers, ranges and ovens shall not be operated unless a person is present in the Unit.

5. **COMMON ELEMENTS (INCLUDING EXCLUSIVE USE PORTIONS)**

- (a) No one shall harm, mutilate, destroy, alter or litter the Common Elements or any of the landscaping work on the Property;
- (b) The Board shall have the right to prescribe the shape, colour and material of any awnings, storm shutters or canopies to be erected by a Residential Unit Owner, with a view to presenting a uniform appearance to the Building;
- (c) No equipment or other property of the Corporation shall be removed from the Common Elements by, or on behalf of, any Owner of a Unit;
- (d) Any consent of the Board to the attaching, hanging or placing of exterior aerials, antennae or satellite dishes on any portion of the Common Elements whatsoever may be withheld in the Board's sole and unfettered discretion;
- (e) No outside painting shall be done to the exterior of any Residential Units, including their appurtenant railings, doors, windows or other part of the Common Elements;
- (f) The passageways, walkways and driveways which are part of the Common Elements 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 a Unit or some other part of the Common Elements;
- (g) Any physical damage to the Common Elements caused by an Owner shall be repaired by arrangement and under the direction of the Board at the cost and expense of the Owner;
- (h) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or the exclusive use portions of the Common Elements;
- (i) No building or structure or tent shall be erected, placed, located, kept or maintained upon the Common Elements, and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained upon the Common Elements;
- (j) Each Owner who has a pet shall ensure that any defecation upon the Common Elements by such pet is cleaned up immediately by such Owner, so that the Common Elements are neat and clean at all times. Should such 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 same from the Property;
- (k) No hanging or drying of clothes or other laundry is allowed upon any portions of the Common Elements (including the exclusive use portions of same), and any exclusive use

portions of the Common Elements which are exterior to the Building shall not be used for storage of an Owner's personal property;

- (l) Only seasonal furniture shall be allowed on the exclusive use Balconies, Terraces and Patios. All such items shall be safely secured in order to prevent such items from being blown off such Terraces or Patios by high winds;
- (m) If and when an Owner of an exclusive use Balconies, Terrace or Patio wishes to plant any shrubbery or landscaping thereon, then such activity shall be subject to the prior written consent of the Board and further subject to the By-laws and Rules, and the cost of supplying such shrubbery or landscaping and the cost of maintaining the same shall be borne solely by such Owner. No shrubbery or landscaping shall be permitted upon the Balconies, Terraces, Patios, or any part of the Common Elements or abutting lands of the City of Toronto which contravenes any requirements of the governmental authorities having jurisdiction; and
- (n) Each Owner shall comply with whatever measures the Board or the Manager may from time to time introduce to conserve or reduce or control the cost of any utility or other service provided to or for the Common Elements.

6. RESIDENTIAL UNITS

- (a) No Owner shall allow the windows or doors of his or her Unit to remain open so as to admit rain or snow or so as to interfere with the heating of such Unit or the Common Elements;
- (b) No Owner shall use his or her Unit for any use which consumes water in amounts which generally exceed the usual consumption of same by the other Unit Owners at the Property, as determined in the sole and unfettered opinion of the Board or the Manager. Each Owner shall comply with whatever measures the Board or the Manager may from time to time introduce to conserve or reduce or control the cost of utilities consumed at his or her Unit;
- (c) Each Owner shall cause his or her Unit to be kept heated to a reasonable temperature to prevent all plumbing fixtures, pipes and other parts of the plumbing system in or serving the Unit from bursting or damage. The toilets, sinks, showers, bathtubs and other parts of the plumbing system in or serving the Unit 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. Each Owner shall repair and maintain the plumbing system in or serving his or her Unit at his or her sole cost;
- (d) Any Owner who has a polished concrete floor in his or her Unit that causes sound transmission to any other Unit in the Building shall cover at least 75% of the area of the same with some form of floor covering to dissipate any such sound transmission, so as to not be a nuisance to any other occupant in the Building; and
- (e) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his or 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 their Unit for the purpose of conducting a spraying or other program to eliminate any incident of pests, insects, vermin or rodents at the Property.

7. PARKING

For the purpose of these Rules, the term "motor vehicle" means a private passenger automobile, station wagon, compact van, pick up truck or motorcycle as customarily understood.

- (a) No vehicles, trailers, boats, snowmobiles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Property and without limiting the generality of the foregoing, no Parking Units shall be used for storage purposes, except as permitted in the Declaration or by the Board; provided that this provision shall not apply for the purposes of loading and unloading property of an Owner, so long as the length of time that such parking is permitted shall be no longer than is reasonably necessary to perform the service;

8. GARBAGE COLLECTION/RECYCLING

Garbage collection/recycling service shall not be provided by the governmental authorities having jurisdiction, but shall be provided to the Corporation by a private refuse collection company on substantially the following basis, subject to any changes required by the Board or the Manager from time to time:

- (a) The Corporation shall provide a central garbage/recyclable materials storage room in the Building for the shared use of the Unit Owners;
- (b) The Corporation shall provide and maintain a garbage loading area on Level 1 of the Property. Garbage and recyclable containers shall be brought from the central garbage/recyclable materials storage room on Level 1 on garbage collection days and the garbage and recyclable materials shall be loaded from the garbage loading area into the garbage truck, during which times ingress to and egress from the Common Elements may be limited or prevented;
- (c) All garbage/recyclable materials generated from the Units shall be adequately stored within such Units and transferred to the central garbage/recyclable materials storage room by the respective Unit Owners only on garbage/recyclable materials collection days. Garbage from Residential Units located above Level 1 may be transferred to the central garbage room on garbage/recyclable materials storage collection days by the use of garbage chutes located on each of such Levels;
- (d) Each Owner shall comply with whatever measures the Board or the Manager or the governmental authorities having jurisdiction may from time to time introduce to control, store, reduce or recycle garbage/recyclable materials generated at the Property;
- (e) All garbage shall be sorted by the Owner as specified by the Board or the Manager for the purpose of any recycling program established by the Board or the Manager or the governmental authorities having jurisdiction and, where required, shall be contained in properly tied polyethylene or plastic garbage bags not exceeding twenty-five (25) pounds per bag in weight and disposed of as directed by the Manager;
- (f) Where garbage consists of large items, crates or cartons, the Owner shall arrange with the Manager for disposal thereof and such crates or cartons shall not, in any event, be left outside any Unit;
- (g) Each Owner shall arrange and pay for the removal of any garbage/recyclable materials attributable to his Unit which the Board or the Manager determines is beyond the capacity of the Corporation to be removed by it; and
- (h) No Owner shall permit undue accumulation of garbage within any Unit.

9. OWNER'S CONTRACTORS, TRADES OR SERVICE PERSONNEL

No contractor, trades or service personnel may or shall enter upon the property to perform any work or services in or about any Unit (including exclusive use portions of the Common Elements) that may or will affect the Common Elements or services common to the Building 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. Where the work and/or services is to be supervised by an approved contractor, trade or service personnel in accordance with the Corporation's written direction, the Owner of the Unit shall provide 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. Where the Unit Owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses, resulting damage or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the Unit Owner's contractor,

trades or service personnel including any resulting damage to the Common Elements or to services common to the Building which arises during or following completion of the work, any such expenses, resulting damage and costs may be collected by the Corporation from the Unit Owner in the same manner as Common Expenses.

10. TENANCY OCCUPATION

- (a) No Unit shall be occupied under a lease unless, within thirty (30) days following the entering of such a lease, the Owner shall have delivered to the Corporation a duly signed and completed Tenant Information Form in accordance with Schedule A attached hereto and a Tenant's Undertaking and Acknowledgement in accordance with Schedule B attached hereto, together with 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 Subparagraph 10(a) of these Rules prior to the commencement date of the tenancy, and any additional documentation in compliance with Section 83 of the Act, any person or persons intending to occupy the Unit shall be deemed a trespasser on the Property 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 lease 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 occupied;
- (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 a subtenant; and
- (f) Owners shall supply to the Board their current address and telephone number during the period of occupancy by their tenant.

Provided, however, that the foregoing provisions shall not apply to the Declarant of the Condominium or the entity holding the Declarant's interest in the Unit in trust for the Declarant and/or any of their related or affiliated companies.

11. ELEVATORS AND MOVING

- (a) Furniture, equipment and other articles shall be moved into or out of the Building only by the elevator designated for such purpose (the "Service Elevator") by the Board or the Manager. The Service Elevator shall be used for the delivery of any furniture or equipment only when the protective pads to protect the Service Elevator have been installed, if required 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 or reservation with the Manager. The reservation shall be for a period not exceeding four (4) hours. An Elevator Reservation Agreement in accordance with Schedule C attached hereto shall be signed when the Owner or his/her tenant reserves the Service Elevator;
- (b) Except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 8:00 p.m.;
- (c) A refundable security/damage deposit in such amount as determined by the Board or the Manager from time to time in cash, money order or certified cheque payable to the Corporation shall be deposited with the Corporation through the Manager or its staff when making the reservation and signing the Elevator Reservation Agreement;
- (d) It shall be the responsibility of the Owner through the person reserving the Service Elevator to notify the Manager and to request an inspection of the Service Elevator and adjacent Common Elements immediately prior to using the Service 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 re-inspection of the Service Elevator and adjacent 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 Elevator and any part of the Common Elements caused by the moving of furniture, equipment or other articles into or out of the Unit. 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/damage deposit towards the cost of repairs. If the cost of repairs should be less than the amount of the security/damage deposit, the balance shall be returned to the Owner or the person reserving the Service Elevator. If the cost of repairs exceeds the amount of the security/damage deposit and the Owner or person reserving the Service Elevator still owns or resides in the Building, the full cost such of repairs less the amount of security/damage deposit shall be paid for by the Owner and shall be deemed to be the Owner's additional contribution towards Common Expenses and shall be collectible and recoverable by the Corporation from and against such Owner in the same manner as Common Expenses in arrears, including enforcement by way of corresponding lien rights in favour of the Corporation;
- (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, walkways and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation;
- (h) Upon moving from Unit, the Owner or his or her tenant vacating the Unit shall surrender all keys to the Building and the Common Elements and any remote control garage door openers in his/her possession to the Manager or its staff. The Corporation shall have the right to withhold any security/damage deposit in its possession until same have been surrendered;
- (i) Purchasers or tenants taking occupancy of 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 keys to the Common Elements and any remote control garage door openers;
- (j) Smoking is prohibited in all elevators; and
- (k) Rules 11 (a) to (e) inclusive relating to the reservation of the Service Elevator and security/damage deposit shall not apply during the initial move-in period prior to the registration of the Declaration and Description. Owners who have purchased their Unit from the Declarant shall not be required to provide a security/damage deposit pursuant to Rule 11(c) for their initial move-in only.

SCHEDULE A**TENANT INFORMATION FORM**

TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____

Unit _____, Level _____

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:

Full Names:

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 B**TENANT'S UNDERTAKING AND ACKNOWLEDGMENT**

TO: TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____

FROM: _____ (TENANT)

RE: SUITE _____, UNIT _____, LEVEL _____, PARKING UNIT _____, LEVEL _____

1. I acknowledge having received a copy of the Declaration, the By-laws and Rules of the Condominium Corporation (the "Condominium Documents") and agree that I, the occupants of my Unit, the members of our households and all of our guests, invitees and visitors from time to time, will:

- (a) in using the Unit, the Common Elements, and the Parking Unit, strictly comply with all of the terms and provisions of the Condominium Act and the Condominium Documents during the entire term of our occupancy;
- (b) be subject to the same duties imposed by the Condominium Act and the Condominium Documents as if I was the Owner of the Unit, except for the payment of Common Expenses, unless such payment is required by the Act or any of the Condominium Documents, provided that the foregoing shall not in any way limit or affect my obligation to pay to my landlord all Common Expenses levied by the Condominium Corporation in respect of the Unit if required by my Lease;
- (c) in the event that I am notified in writing by the Condominium Corporation that my landlord is in default of payment of Common Expenses with respect to the Unit, and said notice requires me to pay same to the Condominium Corporation, I hereby acknowledge and agree that I shall then forthwith pay to the Condominium Corporation out of the rent due to my landlord under our Lease the said outstanding amounts owing for Common Expenses, together with all outstanding interest accruing thereon pursuant to the provisions of the Declaration;
- (d) I acknowledge and confirm that there will be a maximum of _____ () occupants of the Unit and that the occupants and the relationship between each of them are as follows:

2. I further acknowledge that, in the event that I or any occupant of the Unit or any members of our households or any of our guests, invitees or visitors contravene the provisions of the Declaration, the By-Laws or Rules of the Corporation, my tenancy may be terminated in accordance with the provisions of the Condominium Act.

DATED at _____ this ____ day of _____, 200 ____.

TENANT -

Per: _____

TENANT -

Per: _____

SCHEDULE C
ELEVATOR RESERVATION AGREEMENT

Reservation requested by _____
 (Print first name and last name)

Suite _____

Business 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/damage deposit in the amount of \$ _____ by cash, money order or certified cheque payable to _____. This amount will be refunded upon completion of the move, provided that I have not caused any damage to the Common Elements of the Corporation and I have surrendered to the Manager or its staff all Common Element keys and remote control garage door openers in my possession.
2. I shall notify the Manager and request an inspection of the Service Elevator immediately prior to using the same. Upon completion of the move or delivery, I shall forthwith request a re-inspection of the Service Elevator and adjacent 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 Service Elevator and adjacent Common Elements 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/damage deposit shall be withheld and applied towards the cost of repairs.
4. I shall only use the Service 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, walkways, elevator lobbies and loading areas prior to, during or after the term of the reservation.
7. I agree that special care will be taken with regard to any mirrors that are present in the Service Elevator. I agree that the protective pads shall be in place prior, during and after and/or until the completion of the final inspection, if required by the Manager or its staff in their sole discretion.

AREA INSPECTED	BEFORE	AFTER
Loading Area	_____	_____
Lobby	_____	_____
Vestibules and Doors	_____	_____
Corridor Floor/Walls	_____	_____
All Fixtures	_____	_____
Suite Door	_____	_____

APPENDIX "B" TO BY-LAW NO. 1

ARTICLE I

1. PRE-MEDIATION PROCEEDINGS

Prior to submitting a dispute of any question or matter to a mediator appointed by the parties in accordance with Section 132 of the Act as set forth below, and within fourteen (14) days of the dispute first arising, the Unit Owner (or Unit Owners) and the Board of Directors shall meet on at least one occasion, and shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at such meeting and, if the parties are able to agree upon the selection of a neutral person who may be and include the Corporation's property manager and/or a highly regarded member of the community, the meeting shall include such neutral person(s), all acting with a view to securing a resolution of the question or matter in dispute without further proceedings, including the conduct of mediation with the assistance of an outside mediator.

If one of the parties to the question or matter in dispute is unable or unwilling to participate in the initial meeting described in the preceding paragraph, then either party to the dispute may within ten (10) business days give written notice to the other that it is submitting the question or matter in dispute to the mediation and final and binding arbitration procedures set forth below.

If the parties, having met and used their best efforts to resolve the question or matter in dispute through good faith negotiations, have been unable to resolve the question or matter in dispute, then either party may, thereafter, give notice to the other that it is submitting the question or matter in dispute for resolution through mediation in accordance with Section 132 of the Act.

ARTICLE II

2. MEDIATION

Within thirty (30) days following the giving of notice by one party to the other party or parties as set forth above, the question or matter in dispute shall be settled, initially, by mediation proceedings in accordance with Section 132 of the Act.

Selection and Role of the Mediator:

The party serving notice of mediation shall set forth in the notice to the other party the names, qualification and experience of two or more mediators from whom the other party may select one, or alternatively, the other party may furnish to the first party its own list of two or more persons qualified to act as a mediator, and within ten (10) days thereafter, the parties shall communicate directly with one another to select a mediator. If the parties are unable to agree upon the selection of a mediator within such ten (10) day period, or within such longer period of time as may be agreeable to the parties, then the appointment of a mediator shall be made by any one of the founding members or by the executive director of the Condominium Dispute Resolution Centre, or similar organization in default thereof, whose appointment of a qualified mediator for the purpose herein shall be final and binding upon the parties.

The mediator selected by the parties or as otherwise appointed shall not have had any current or past relationship of any kind with any of the parties that might otherwise give rise to justifiable doubts as to his or her impartiality or independence in assuming a neutral role as a mediator to assist the parties in the resolution of their dispute.

The mediator's role is to assist the parties to negotiate a resolution of their dispute. The mediator will not make decisions for the parties about how the matter should or must be resolved.

Party Confidentiality:

The parties to the question or matter in dispute acknowledge that mediation is a confidential settlement process, and that they are participating in the process with the understanding that anything discussed in the mediation cannot be used in any other proceeding.

Pre-mediation Information:

Each of the parties shall provide to the mediator a brief description of the dispute in writing in order to facilitate a more complete understanding of the question or matter in dispute to be mediated not less than five (5) days prior to the first mediation session, which date and time the mediator shall have authority to establish at the earliest possible and convenient date and time to the parties.

Authority to Settle:

The parties or those representing them at the mediation shall have full, unqualified authority to settle the question or matter in dispute.

Mediator Confidentiality:

The mediator shall not disclose to anyone who is not a party to the mediation anything said or any materials submitted to the mediator except where ordered to do so by judicial authority or where required to do so by law.

Legal Counsel:

The parties may seek legal counsel or advice prior to or during the mediation. They may have lawyers present at the mediation, if they so desire. If the mediator selected by the parties is a qualified lawyer, he or she shall not provide legal counsel or legal advice to any party at any time, and the mediator shall have no duty to assert or protect the legal rights and responsibilities of any party, or to raise any issue not raised by the parties themselves, or to determine who should participate in the meditation.

Right to Withdraw:

In accordance with Section 132 of the Act, it is mandatory that each party to the dispute attend the initial mediation session. Subject to the foregoing requirement, either party shall be entitled to withdraw at and from the initial mediation session, following which the arbitration provisions set forth in Article 3 of this Appendix "B" shall apply.

Costs of the Mediation:

In accordance with Section 132 of the Act, each party shall pay the share of the mediator's fees and expenses that the settlement specifies, if a settlement is obtained, or the amount that the mediator specifies in the notice stating that the mediation has failed, if the mediation fails.

Notice and Report:

In the event that the parties are unable, with the assistance of the mediator, to settle the question or matter in dispute, the mediator shall deliver a notice to the parties stating that the mediation has failed, and the parties shall thereafter submit the question or matter in dispute for resolution through final and binding arbitration under the Arbitration Act, 1991, as augmented by the provisions in Article 3 of this Appendix "B".

Settlement:

In accordance with Section 132 of the Act, upon obtaining a settlement between the parties with respect to the question or matter in dispute, the mediator shall make a written report of the settlement which shall form part of the agreement or matter that was the subject of the mediation.

ARTICLE III**3. ARBITRATION**

In the event the parties are unable to resolve the question or matter in dispute between (or among) them either because the mediation has failed or one of the parties to the mediation and/or the mediator has withdrawn from the mediation, or one of the parties has failed to attend and participate in the initial mediation session, then the question or matter in dispute shall, within ten (10) days of the happening of any of the foregoing occurrences which has resulted in the failure of mediation, be

submitted to arbitration in accordance with the Arbitration Act, 1991, and as follows:

Selection of Arbitrator:

The parties, or any of them, shall follow the same procedure in selecting a sole arbitrator to hear their dispute as has been or is required to be followed in the selection of a mediator as set forth above, and the parties acknowledge and accept that the decision of the sole arbitrator, so selected, once rendered in the format of a final award on the merits of the question or matter in dispute, shall be binding upon the parties, and shall not be subject to appeal under any circumstances (whether with respect to question of law, a question of act, a question of mixed fact and law, or otherwise).

Any arbitrator appointed pursuant to the provision of this By-law shall have the following minimum qualifications, namely:

- (a) be a member of the Arbitration and Mediation Institute of Ontario, or be someone who has received training in arbitration methodologies within the Province of Ontario; and
- (b) in acting as a sole arbitrator, being impartial and independent of the parties to the dispute, having confirmed to the parties that he or she has no current or past relationship of any kind with any of the parties that might otherwise give rise to justifiable doubts as to his or her impartiality or independence in hearing the arbitration.

Pre-arbitration Information:

The party initiating arbitration proceedings shall do so by notice in writing to the other party with ten (10) days following the date of selection of this sole arbitrator, setting forth a brief description of the question or matter in dispute so submitted for arbitration. The notice shall commence the arbitration proceedings. The responding party shall, within ten (10) days of the date of receipt of notice of the initiating party, reply by setting forth a brief description of any additional or further question or matter it wishes to submit for arbitration in the context of the overall controversy.

The arbitrator shall conduct a pre-arbitration hearing or conference call with the disputing parties or with their counsel, not later than thirty (30) days from the date of selection of the arbitrator, in order to identify and narrow the question or matter in dispute, to ascertain the relevant evidence to be submitted and the number (and names) of the witnesses to be called (if any), including any expert witnesses needed or desired (and to limit the number of expert witnesses to be called), and to ultimately assess the approximate length of time that the arbitration proceedings will take.

Recording of Evidence:

To reduce the expenses of the arbitration process, no formal transcribing or recording of evidence shall be undertaken unless all parties to the dispute agree thereto (and concomitantly agree to the payment of all costs and expenses associated therewith). Any of the disputing parties and/or the arbitrator may have a tape recorder present to assist in confirming what evidence has been submitted and to monitor the general conduct of the proceedings.

Exchange of Written Statement:

Each of the disputing parties will be required to submit brief written statements summarizing their respective claims or defences (as the case may be) within the time frame specified by the arbitrator, indicating the facts supporting their respective positions, identifying the point(s) in issue and the relief sought, and accompanied by any documents considered relevant.

Arbitration Hearing:

Within forty-five (45) days of the date of exchange of written statements, and the production of any documents required to be produced by the arbitrator for delivery to another party or parties, a hearing will be convened by the arbitrator for the presentation of evidence and the submission of oral arguments by or on behalf of the disputing parties, and the arbitrator shall determine any matters of procedure regarding the arbitration proceedings which are not specified herein, in accordance with the Arbitration Act, 1991. To ensure the timeliness of the proceedings, the arbitrator may impose financial penalties for the breach of any time limits imposed or established in connection with the submission of written statements, the provision of any documents, or the taking of any step or action by any of the parties in respect of the arbitration proceedings, not exceeding the sum of \$500 per breach.

Authority of the Arbitrator:

The arbitrator shall have the power to make an order for the detention, preservation or inspection of property or documents that are the subject matter of the arbitration (or connected with any question that may arise during the arbitration proceedings), and the arbitrator shall have the power to order any party to provide security in connection with same, akin to the powers exercisable under Section 18(1) of the Arbitration Act, 1991. Any objection to the lack of jurisdiction of the arbitrator to arbitrate the question or matter in dispute, or pertaining to the arbitrator exceeding his or her authority, shall be raised by the party alleging same as soon as reasonably possible after the arbitration has been commenced, and any such objection shall be ruled upon by the arbitrator as a preliminary question (rather than being dealt with in his or her ultimate award), and there shall be no appeal or review of such ruling under Section 17(8) of the Arbitration Act, 1991.

ARTICLE IV**4. ARBITRAL AWARD**

The arbitrator shall, after reviewing the statement submitted and hearing the evidence and arguments presented by or on behalf of the disputing parties, render a decision, together with written reasons therefore, as soon as reasonably possible, but in no event later than thirty (30) days following the date that the final submissions have been made by or on behalf of the parties to the dispute and the hearings with respect thereto have been formally concluded, and the arbitrator shall deliver a copy thereof to each of the parties following the rendering of same.

Costs of the Arbitration:

Unless otherwise provided in the arbitral award to the contrary, each party shall bear (and be solely responsible for) the costs of its own legal counsel and witnesses, and each party shall bear (and be solely responsible for) its equal share of the costs of the sole arbitrator. Notwithstanding the foregoing, the arbitrator shall, upon hearing brief oral submissions requested to be made with respect to an award of costs, have the power and discretion to award any scale of costs (i.e., party and party, solicitor and his or her own client etc.), or a fixed cost between or among the disputing parties in such amounts and in such proportions as the arbitrator may deem appropriate, provided however, that any party who exceeds any limit imposed by the arbitrator at the pre-arbitration hearing with respect to the number of witnesses to be called, and/or the number of expert witnesses to be heard, shall be disentitled to receive any awards of costs which purports to compensate such party (in whole or in part) for the provision or attendance of such excess witnesses/experts.

Save as expressly modified by the foregoing provisions, the provisions contained in the Arbitration Act, 1991, and any successor statute, including the withdrawal or removal of an arbitrator, the application of the Courts of Justice Act to the awarding of costs, pre-judgement interest, etc., shall continue to apply an arbitration conducted by the Corporation in accordance with foregoing provisions hereof.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1873
(the “Corporation”)

Pursuant to Section 58 of the *Condominium Act, 1998*

Smoking and Cannabis Rules

WHEREAS:

- a) The Corporation has a duty to ensure compliance by owners and/or residents of units with the provisions and requirements of the *Condominium Act, 1998* (the “**Act**”) and the Declaration; and
- b) The Board of Directors of the Corporation (the “**Board**”) has the authority to pass rules governing the use and occupation of the units, consistent with the Declaration, in order to promote the safety, security and welfare of owners and of the property and the assets of the Corporation, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units;

NOW THEREFORE BE IT ENACTED AS RULES, AS FOLLOWS:

- 1. Definitions:
 - (i) in these Rules, “smoke” or “smoking” means to inhale, exhale, hold or otherwise have control over ignited tobacco, ignited cannabis, or any other substance or any other instrument, device or product whose use generates or creates smoke intended to be inhaled by the user;
 - (ii) in these Rules, “vape” or “vaping” means to inhale, exhale, hold or otherwise have control over a vaping instrument, device or any other instrument or product (including but not limited to, an electronic cigarette, an electronic cigar, an electronic pipe or a vaporizer) whose use generates or creates aerosol or vapour with tobacco, cannabis or any other substance intended to be inhaled by the user.
- 2. Smoking is prohibited in or upon all portions of the common elements, including the exclusive use common elements.
- 3. Vaping is prohibited in or upon all portions of the common elements, including the exclusive use common elements.
- 4. No one shall smoke or vape in any vehicle parked on the Corporation’s property, including in or upon any parking space (including exclusive use parking spaces, parking units and/or visitor parking spaces) and the common elements.
- 5. No smoke, vapour or odour, including second-hand smoke, which is an annoyance, nuisance or disruption to other owners, residents or occupants or to the Corporation’s service providers, agents and/or employees, shall be permitted to be transmitted from a unit or the exclusive use common elements to any other unit or portion of the common elements, including the exclusive use common elements. If the Board determines, in its sole and exclusive discretion, that any smoke, vape or odour is being transmitted to another unit or to the common elements including any exclusive use common elements, and that such smoke, vape or odour is an annoyance or a nuisance or disruptive, then the owner, resident or

occupant of such unit shall, at their expense, take such steps as shall be necessary to abate such smoke, vape or odour to the satisfaction of the Board. Without limiting the generality of the foregoing, these steps could include installing adequate ventilation in their unit and/or the common elements, if necessary, to stop the migration of smoke, vape or odour and in the case of a common element alteration, the owner of the unit shall be required to enter into an alteration agreement with the Corporation. If the owner, resident and/or occupant of such unit fails to abate the smoke, vape or odour, the Board may take such steps as it deems necessary to abate the smoke, vape or odour and the owner of the unit shall be liable to the Corporation for all expenses incurred in abating the smoke, vape or odour (including legal fees).

6. No one shall grow, cultivate, propagate or harvest any cannabis plants on any part of the property, including, units, common elements and exclusive use common elements.
7. No one shall permit the delivery of cannabis to a unit if such delivery is required to be handled by, or otherwise requires the involvement of, the Corporation's employees, agents and/or service providers.
8. No one shall distribute, sell, offer for sale or expose for sale cannabis on the Corporation's property.
9. Any losses, costs or damages incurred by the Corporation (including, without limitation, legal costs) by reason of a breach of the Rules by any owner, resident and/or occupant, or by the respective family members, tenants, guests, invitees, or agents of the owner, resident and/or occupant or any of the foregoing, shall be borne and paid by such owner of the unit and shall be deemed to be additional contributions towards the common expenses payable by such owner and shall be recoverable as such.

DATED in TORONTO this ____ day of _____, 2018

CONDOMINIUM ACT, 1998, S.O. 1998 c.19

Section 46 of the *Condominium Act, 1998*

Requisition for meeting

46 (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. 1998, c. 19, s. 46 (1).

Form of requisition

- (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. 1998, c. 19, s. 46 (2).

Same, removal of directors

(3) If the nature of the business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director who is proposed to be removed, the name of the director, the reasons for the removal and whether the director occupies a position on the board that under subsection 51 (6) is reserved for voting by owners of owner-occupied units. 1998, c. 19, s. 46 (3).

Duty of board

- (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. 1998, c. 19, s. 46 (4).

Non-compliance

(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. 1998, c. 19, s. 46 (5).

Reimbursement of cost

(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. 1998, c. 19, s. 46 (6).

Section 58 of the *Condominium Act, 1998*

Rules

58 (1) The board may make, amend or repeal rules under this section respecting the use of the units, the common elements or the assets, if any, of the corporation to,

- (a) promote the safety, security or welfare of the owners and of the property and the assets, if any, of the corporation; or
- (b) prevent unreasonable interference with the use and enjoyment of the units, the common elements or the assets, if any, of the corporation. 2015, c. 28, Sched. 1, s. 54 (1).

Rules to be reasonable

(2) The rules shall be reasonable and consistent with this Act, the declaration and the by-laws. 1998, c. 19, s. 58 (2).

Same, proposed rules

(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. 1998, c. 19, s. 58 (3).

Inconsistent provisions

(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. 1998, c. 19, s. 58 (4).

Amendment by owners

(5) The owners may amend or repeal a rule at a meeting of owners duly called for that purpose. 1998, c. 19, s. 58 (5).

Notice of rule

(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;
(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); and
(d) a copy of the text of section 46 and this section. 1998, c. 19, s. 58 (6); 2015, c. 28, Sched. 1, s. 54 (2).

When rule effective

(7) Subject to subsection (8), a rule is not effective until the following time:
1. If the board receives a requisition for a meeting of owners under section 46 within 30 days after the board has given notice of the rule to the owners, the earlier of,
i. the time at which a quorum is not present at the first attempt to hold the meeting, and
ii. the time at which a quorum is present at the first attempt to hold the meeting and the owners do not vote against the rule at the meeting.
2. If the board does not receive a requisition for a meeting of owners under section 46 within the 30 days after the board has given notice of the rule to the owners, the day after that 30th day. 2015, c. 28, Sched. 1, s. 54 (3).

Same

(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. 1998, c. 19, s. 58 (8).

Same, proposed rule

(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). 1998, c. 19, s. 58 (9).

Compliance

(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. 1998, c. 19, s. 58 (10).