RULES GOVERNING USE OF COMMON ELEMENTS AND UNITS
PASSED AT A MEETING OF THE BOARD OF DIRECTORS OF
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 3052
HELD ON THE 25th DAY OF APRIL, 2024

For the purposes of the Rules, "owner" shall include all those residing in or occupying a Dwelling Unit and anyone permitted to be in such Unit by the registered owner or any resident of such Unit.

RESTRICTION ON USE OF COMMON ELEMENTS

1. Nothing shall be placed or installed on the common elements except those parts of the common elements over which the owner has exclusive use, without the consent in writing of the board.

2. If an owner installs or has had installed any item with the consent of the board, that owner shall be held responsible for the cost of the removal and replacement of such installations should it be necessary to remove same for the repair or maintenance of the common elements.

3. An owner shall not do or permit anything to be done in or on the common elements or bring or keep anything thereon which will in any way increase the risk of the rate of fire insurance.

4. An owner shall not leave, place or permit to be placed or left in or upon the common elements any debris, refuse or garbage. Owners shall directly carry or place same in garbage chutes provided, if any, and these areas shall only be used during the hours designated by the board. Newspapers are to be disposed of in accordance with instructions posted.

5. Refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags not exceeding one (1) foot in diameter. Where such debris, refuse or garbage consists of packing cartons or crates, the owner shall arrange with the manager to place such packing cartons or crates in a special area. They shall not in any event be left outside of a Dwelling Unit.

6. Entrances, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to or from their respective Units.

7. No owner shall harm, mutilate, destroy, alter or litter any of the landscaping on the property, including grass, trees, shrubs, hedges, flowers or flower beds.

8. Visitors to Units shall not use the common elements except for ingress to and egress from a Unit unless they are accompanied by an owner.

9. Household furniture and effects shall not be taken into or removed from any Dwelling Unit except at such times and in such manner as may have been previously approved by the board or the manager, nor shall any heavy furniture or object be moved over floors of the halls, landings, elevator or stairs so as to damage them.

10. (a) No delivery of goods will be accepted to any Dwelling Unit without the owner being present at the time of delivery, unless prior arrangements have been made with the manager.

    (b) The foregoing shall not apply to the delivery of mail by Canada Post, or to the delivery of newspapers and valid election material for municipal, provincial and federal elections, provided they conform to procedures established by the board or the Manager, from time to time.

LIABILITY FOR COSTS

11. The owner of a Unit shall be responsible for any cost incurred to repair any damage to the common elements or other Units that may have been caused by the owner that is not covered by insurance maintained by the Corporation. The owner shall pay any deductible applicable to such insurance.

12. If damage to the common elements has been caused by the deliberate or negligent conduct or any owner, the owner of that Unit shall be responsible for any costs incurred to repair that damage in the same manner as a common expense attributable to his Unit.

13. In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the owner or where an owner chooses to make the repair himself, the board shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the board, shall be based on the method of repair, the meeting of standards of uniformity and consideration of the convenience of other owners involved.

PARKING, ENTRANCEWAYS, AND PARKING GARAGE

14. Parking is prohibited in the following areas:

    (a) Designated Fire Routes; and

(b) Entranceways, traffic circles, delivery and service areas and any other part of the common elements other than those spaces designated for parking.

15. No repairs may be made on any motor vehicle parked or left standing in any parking unit or upon the common elements.

16. No car washing shall be permitted except in such areas as may be specifically designated by the board for that purpose.

17. No owner shall plug in or caused to be plugged into any electrical service, any in-car or block heater.

18. Except for his private passenger automobile, motorcycle, station wagon or small van, no owner or occupant shall store, park, or leave in his parking unit any other object, including trailer, boat, snowmobile, mechanical toboggan, machinery, equipment of any kind, tires, bicycles, firewood, cans, bottles or containers.

19. No owner shall lease his parking unit unless he complies with the requirements of the applicable requirements of the declaration, by-laws and Rules from time to time of the corporation and the Act.

20. A motor vehicle shall not be driven on any part of the common elements at a speed in excess of the posted speed nor on any part of the common elements not designation for the passage of motor vehicles.

21. No owner shall place, leave, park or permit to be placed, left or parked in or upon the common elements or a parking unit any private passenger automobile which, in the opinion of the board or the manager, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or its potential damage to the property. Upon two (2) weeks written notice by the board or the manager, the owner of such vehicle shall be required to attend or remove the vehicle as the circumstances require and as directed by the board or the manager.

22. No person shall park any vehicle in contravention of these Rules, in default of which, such person shall be liable to be fined or to have his motor vehicle towed from the property under the applicable City of Toronto by-law in which event the corporation and/or its agents shall not be liable for any damage, costs or expenses howsoever caused in respect of any motor vehicle so removed from the property.

RESTRICTIONS OF USE OF BOTH UNITS AND COMMON ELEMENTS

23. CREATING DISTURBANCES

No owner shall create or permit the creation of 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 property by any other owner.

24. PROJECTILES

(a) Nothing shall be thrown from the building. The owner shall not permit anything whatsoever to fall from the Property.

(b) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten on those parts of the common elements over which the owner has exclusive use, if any. No hanging or drying of clothes is allowed on any part of the Property.

(c) Nothing shall be thrown out of the windows or the doors of the Units or be discarded from the terraces, including, without limitation, cigarette butts, lit cigarettes, cigar ends or ashes of any kind.

25. USE OF FACILITIES

(a) The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substance shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner in whose unit they are located who will be deemed to have caused such damage.

(b) Any damage to the common elements or other Units resulting from the act or omission of an owner shall be assessed and collected in the same manner as common expenses from the owner of such Unit.

(c) No owner shall act contrary to any of the rules and ordinances of the Board of Health or to any statute or municipal by-law.

(d) Water shall not be left running unless in actual use.

(e) Owners shall not use any electrical device that will overload existing electrical circuits, and the installations of major electrical apparatus in either the Units or the common elements is not permitted without the prior written consent of the board.

(f) Electrical circuits shall be used in accordance with the prescribed specification. No alterations may be made to existing electrical circuits or electrical supply sources without the prior written consent of the board.

(g) Owners shall maintain and repair a smoke or similar fire detection device in their Units.

(h) Only seasonal furniture is permitted to be kept on the balconies, and only seasonal furniture and such landscaping and planting as has been previously approved by the board of directors is permitted on the terraces.

(i) No barbeques on any balconies or terraces shall be permitted.

(j) No smoking on any balconies or terraces shall be permitted.

(k) Bicycles, when not in use, shall be stored in areas designated by the manager and are not permitted to be stored in any Dwelling Unit.

26. PETS

No owner or occupant of any Dwelling Unit shall maintain, keep or shelter any animal, livestock or fowl therein other than Household Pets as herein defined ("**Household Pet**" shall mean caged birds, an aquarium of fish, domestic cats or domestic dogs), unless any Household Pet becomes a nuisance and causes unreasonable interference with the use and enjoyment by owners of other Dwelling Units or the Retail/Commercial Unit and the common elements, in which event the Condominium may require the pet owner to permanently remove the pet from the property upon two (2) weeks written notice. A Household Pet that, in the opinion of the board, acting reasonably, is or may be prone to attack other Household Pets or persons, shall be excluded from the definition of the term "Household Pet", and shall not be permitted to be kept within or upon the property. Breeding of Household Pets shall not be permitted on any part of the property.

27. SHORT TERM RENTALS

Except for the Declarant (and its related and affiliated entities), no owner of a Dwelling Unit shall be entitled to lease, license or otherwise permit occupancy of a Dwelling Unit for a term of less than six (6) months and such lease or agreement shall not contain an early termination provision. For greater clarity, peer-to-peer subleases and/or licenses such as those arranged by Airbnb and other similar providers shall not be permitted.

28. DISTURBANCE

An owner shall not obstruct or interfere with the rights of the other owners or any individual authorized to be in the building by the board or in any way injure or annoy them.

29. OPEN HOUSES

No open house for the purpose of selling a Unit shall be held on either the common elements or the Units. This rule shall not apply to the declarant.

30. GOVERNMENT REGULATIONS

Owners shall comply with all governmental laws and regulations whether municipal, provincial, federal or of any authorized agency thereof.

31. RECREATION AREA

Rules and regulations pertaining specifically to the use and operation of the recreation facilities will be posted in the recreational areas, and any owner, entering the recreation facilities must comply with the posted rules, as if they were included herein.