

RULES & REGULATIONS
FOR
M.T.C.C. 734
POLO CLUB 1
AND
RECREATION CENTRE FACILITIES

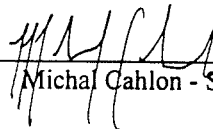
In recognition of Section 29 of the Condominium Act and By-law 1, Article 13 of the Declaration, the following notice is hereby given:

"that the Directors of the Corporation, at their meeting on the 20th day of January, 1999, passed the set of rules in the form annexed hereto and notice is being given to you as you are the registered owner of a unit or units in the Corporation. Such rules shall be effective, valid and binding rules of the Corporation thirty (30) days after this notice has been given to you, unless a requisition, in writing, is received by the Board of Directors from you, in which you state that you will require a meeting of owners to be convened to further consider, alter or amend the said rules".

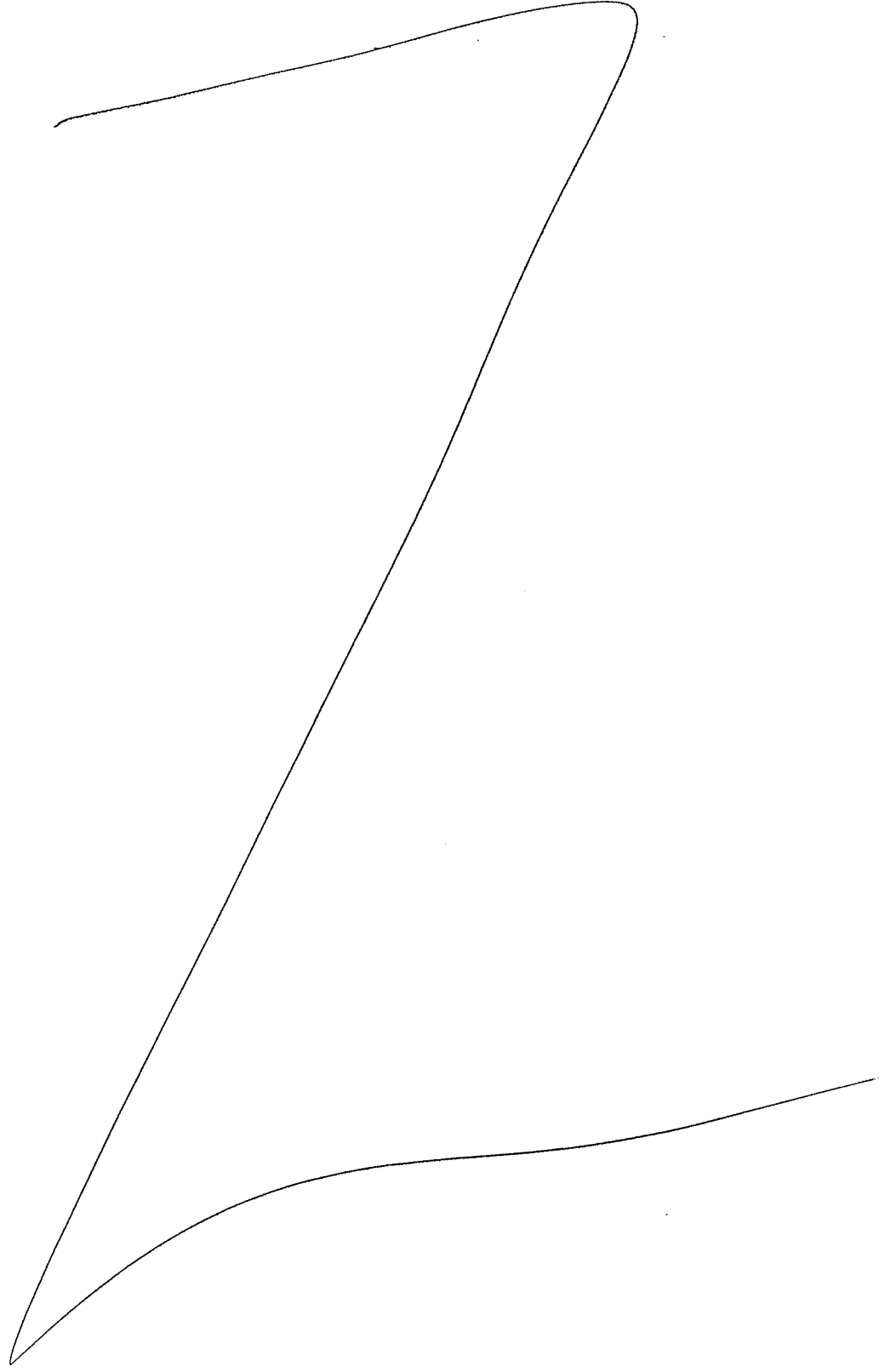
Dated this 20th day of January, 1999

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 734

per



Michael Cahlon - Secretary



RULES & REGULATIONS
FOR
M.T.C.C. 734
POLO CLUB 1
AND
RECREATION CENTRE FACILITIES

<u>INDEX</u>	<u>CONTENTS</u>	<u>PAGE NO.</u>
SECTION 1.	INTRODUCTION	3
SECTION 2.	ENFORCEMENT	4
SECTION 3.	COMMON ELEMENTS & UNITS	5 - 6
SECTION 4.	FIRE REGULATIONS	7
SECTION 5.	CONCIERGE / STAFF	8 - 9
SECTION 6.	OWNERS AND TENANTS	10
SECTION 7.	ELEVATORS AND MOVING	11 - 12
SECTION 8.	PARKING	13 - 16
SECTION 9.	PETS	17 - 18
SECTION 10.	GARBAGE (REFUSE)	19 - 20
SECTION 11.	BICYCLES	21
SECTION 12.	KEYS	22
SECTION 13.	VISITORS	23
SECTION 14.	NOISE	24
SECTION 15.	IN-SUITE RENOVATIONS	25
SECTION 16.	RECREATIONAL FACILITIES	26 - 27
SECTION 17.	SQUASH COURTS	28
SECTION 18.	HOBBY / WORK ROOM	29
SECTION 19.	EXERCISE ROOM	30
SECTION 20.	WHIRLPOOLS	31 - 32
SECTION 21.	SAUNAS	33
SECTION 22.	ROOF GARDEN	34 - 35
SECTION 23.	LOUNGE	36 - 37
ADDENDUM	A - G	

SECTION 1.

INTRODUCTION

The Condominium Act and the Condominium documentation which all original Owners received contain a number of Rules, Regulations and By-laws designed to assist our Corporation to operate in a businesslike manner that is in the best interests of the majority of residents. Your Board of Directors is also authorized by legislation and these same documents to introduce additional By-Laws and Rules for the same purpose.

The full list of the above "Regulations" is lengthy and not easy to find among the many pages of the Corporation's documentation. All Residents should, however, be familiar with the "dos and don'ts" that provide for the maximum comfort and the enjoyment of the majority of the Residents.

At the first reading, a few Residents may think some of the Rules and Regulations are too restrictive. A moment's reflection, however, should clarify the need for certain restrictions if communal living, such as Polo Club 1 offers, is to accommodate the wishes of the majority.

Property Management, to whom infractions of the Rules and Regulations should be reported in writing, has the full support of the Board of Directors in seeing that the dos are done and the don'ts are not done. Your cooperation in this regard will be greatly appreciated by your Board of Directors and by your neighbours

The following Rules shall be observed by each Owner, and the term "Owner" shall mean "Owner" as defined in the Condominium Act for purposes of compliance with the Act, Declaration, By-laws and Rules and include residents, occupants and/or tenants or licensees, their families, visitors, guests and employees or agents of any of the above.

SECTION 2.

ENFORCEMENT

- 1) These regulations apply to all present and future owners who shall be subject to and shall comply with the provisions of the Act, the Declaration, the By-laws and any other Rules and Regulations of the Corporation.
- 2) In addition to all other means of enforcement available to the Corporation, attention is directed to Section 49 of the Act which provides that as duly imposed by the Act, the Declaration, the By-laws or the Rules (hereinafter referred to as "Documentation") may be enforced by an order of the Court directing the performance of the duty.
- 3) Any and all losses, costs or damages incurred by the Corporation by reason of a breach of any provision in any Documentation of the Corporation in force from time to time, by any Owner, shall be borne and/or paid for by such Owner and may be recovered on a solicitor and client basis by the Corporation against such Owner in the same manner as common expenses or as may be provided in the Condominium Act or in any other lawful manner.
- 4) In addition to any other enforcement proceedings which may be available to the Board of Directors pursuant to the Condominium Act, the Board shall also have the authority to deal with Owners who violate the Documentation as follows:
 - a) The offending Owner shall be notified in writing by the Property Manager and/or the Board of Directors with the respect to the first violation and shall be given 14 days to rectify the violation where applicable, or signify their future willingness to comply with the Corporation's Documentation;
 - b) Upon occurrence of the second violation the Owner shall again be notified in writing by the Property Manager and/or the Board of Directors and shall within two days after receipt of said notice provide a written undertaking to comply with the Corporation's Documentation, to the Board of Directors;
 - c) Upon the occurrence of the third violation, the Board of Directors may, after a meeting with the Owner, require the Owner to place a security deposit with the Corporation, and said security deposit may be forfeited and considered liquidated damages in the event that any further breaches of the provisions of the Corporation's documentation should occur;
 - d) Upon the occurrence of any further violation, the Board of Directors may suspend the Owner from further use of the Corporation's facilities for a period of time to be determined by the Board of Directors acting reasonably.

SECTION 3.

COMMON ELEMENTS AND UNITS

- 1) Unit owners, residents, their families, guests, visitors, servants or persons having business with them, shall not congregate in or obstruct, or block any part of the lobby, hallways, passageways, walkways, driveways, elevators, sidewalks or any other part of the common elements other than those designated as Recreational Facilities or use these areas for any other purpose but to enter or exit from their respective units.
- 2) No articles or doormats shall be placed at individual doorways in the hallways.
- 3) No Owner shall permit an infestation of pests, insects, vermin, or rodents to exist at any time in his unit or locker or adjacent common element. Owners shall immediately report to the Management Office any occurrence of pests, insects, vermin, or rodents. Upon receipt of notice in writing, each Owner shall permit entry to his unit in the manner prescribed, in the aforesaid notice and shall permit and facilitate entry into the unit by any authorized pest control personnel and shall cooperate in order to carry out the full extent of this rule.
- 4) Toilets are not to be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances, especially "kitty litter", shall be thrown therein. Any damage resulting to the plumbing from misuse or from unusual or unreasonable use shall be borne by the Owner who has caused such damage.
- 5) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements whatsoever without the prior written consent of the Board.
- 6) No awnings or shades shall be erected over and outside of the windows and no reflective or insulating materials or coverings may be placed on any window or door without prior written consent of the Board. Sheer curtains, vertical blinds or drapery liners must be hung on all exterior windows and be off-white/white in colour.
- 7) Nothing shall be thrown out of the windows or doors. No mops, brooms, dusters, rugs, or bedding shall be shaken or beaten from any window, door, or those parts of the common elements over which the Owner has exclusive use. No hanging or drying of clothes is allowed from windows or balconies.
- 8) Water shall not be left running unless in actual use. This includes hot and cold shut offs for the washing machines.
- 9) No auction, yard sale or garage sale shall be held in any of the units or on the common elements.

SECTION 3.

COMMON ELEMENTS AND UNITS (cont'd)

- 10) Except as otherwise provided or contemplated in the Declaration of the Corporation, the sidewalks, lobby passageways, walkways and driveways used in common by the Owners shall not be obstructed by the other Owners or used by them for any purpose other than for ingress and egress to and from their respective units and/or the common elements.
- 11) No television antennae, satellite dish, aerial tower, or similar structure and apparatus thereto shall be erected on or fastened to any unit except in connection with a common television cable system supplying service to the entire building.
- 12) No building, structure, or tent shall be erected and no trailer shall be placed, located, kept, or maintained on the common elements.
- 13) Any damage caused by cleaning chemicals, or other materials used in the attempt to remedy damage caused by owners, their guests or tradesmen, is the full responsibility of the owner and the owner will agree to pay the full cost of removal and replacement of said damaged items.
- 14) No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds, nor shall anyone uproot existing plants, hedges, shrubs or trees, nor plant new shrubs, hedges, trees, grass or flowers anywhere upon the common elements.
- 15) No portion of a unit (other than the entire unit) shall be partitioned or divided for use as a single-family residence.
- 16) Smoking and food and beverage consumption are prohibited in the hall, elevators, stairwells, and lobbies.
- 17) Suite doors should remain closed to maintain the required pressurization of the corridors. Doors cannot be kept open for ventilation purposes.
- 18) Residents are required to wear proper attire (shoes, shirts and bathing suit cover-ups) when using common hallways, entrances or elevators.
- 19) No one shall create or permit the creation of odors, which unreasonably disturb any other owner. Kitchen exhaust fans must be used when cooking.
- 20) Bicycles, carriages, strollers, and carts must be free from excess dirt, mud, oil, and grease before being brought onto any part of the common elements.
- 21) Roller blades and skateboards must not be used on any part of the common elements within the building, except for the service corridor. Persons wearing rollerblades may use the service corridor to change to appropriate footwear prior to entering or exiting.
- 22) No sports activities can take place on exterior common elements.

SECTION 4.

FIRE REGULATIONS

D8

- 1) No Owner 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 premiums on any building or on any property therein, or obstruct or interfere with the rights of the Owners, or in any way injure or annoy them, or conflict with the Regulations of the relevant fire department or with any insurance policy carried by the Corporation or conflict with any of the Rules and ordinances of the local board of health or with any municipal By-laws or any provincial or federal statute or regulation. Any fines or charges levied against the Corporation by the fire department, as a result of actions of Owners, will then be charged in turn directly to those Owners.
- 2) No smoking is permitted in the common areas including halls, elevators, stairwells, lobbies, underground garage, concierge office, and the recreation centre.
- 3) Natural Christmas trees or any parts thereof are not permitted in the building.
- 4) Owners shall not overload existing electrical circuits and plumbing facilities in their units.
- 5) No storage of coal, propane, or any combustible or offensive goods, provisions or materials shall be kept in the units, lockers, parking spaces, or common elements without the prior written consent of the Board. Offensive goods will be those judged to be offensive by the Property Manager or the Board of Directors at their sole discretion.
- 6) No barbecues are permitted on balconies or in the units.
- 7) Fire routes, including corridor and stairwells must be kept clear at all times.
- 8) The smoke/heat detectors and the speakers in each suite must be kept in good operating order and no Owner can interfere with the operation of it.
- 9) No boot trays, door mats, foot wear or umbrellas shall be left outside any unit or on the common elements.
- 10) Suite doors should remain closed to maintain the required pressurization of the corridors. All suite door closures must cause the door to close and latch properly at all times.

SECTION 5.

THE CONCIERGE / STAFF

- 1) No unit resident or owner shall direct, supervise or in any manner attempt to assert any control over the employees of M.T.C.C. 734, including office, garden, maintenance and security personnel. Residents or owners may direct their suggestions or complaints regarding the performance of office, maintenance or security personnel in writing to the attention of the Board of Directors and/or Management. You may leave your letter and/or any correspondence with security or place it in the management office mail slot located at the security room door beside the security desk.
- 2) The Concierge has the authority to act on behalf of the Board of Directors to enforce the Rules and Regulations of Polo Club 1.
- 3) The Concierge has the authority in accordance with the Rules and Regulations to provide or deny access to all common element facilities, including, but not limited to, the Residents' saunas, whirlpools, squash courts, exercise room, roof garden and the hobby room.
- 4) The Concierge desk is staffed 24 hours per day, seven days per week. If employees of the Corporation man the desk from time to time, they shall be deemed to be the acting Concierge.
- 5) The Concierge, Property Manager, and Mechanical Supervisor are the only persons authorized to operate the desk controls. Under no circumstance is a resident or visitor permitted to operate the controls.
- 6) The Concierge keeps a book of standing authorizations for deliveries, cleaning staff, and/or trades people. Access to the Condominium Corporation and travel to a suite for the purpose of delivering goods or to perform a repair and/or service will not be provided without a signed authorization document (See Addendum A--"forms"). The Concierge is not permitted to allow unauthorized entries.
- 7) The Concierge keeps an Authorized For Entry Register for persons who have been provided permission from the Owner to enter Polo Club 1 in the absence of the Owner. After proper identification has been shown to the Concierge, the authorized person must enter and sign their names in the Register upon entering and leaving the building.

SECTION 5.

THE CONCIERGE / STAFF (cont'd)

- 8) If properly wrapped, the Concierge will accept small personal deliveries, on a resident's behalf. The resident must have signed an authorization/waiver form in advance. No business deliveries will be accepted under any circumstances. These deliveries must be picked up within 48 hours.
- 9) The Concierge or the Corporation is not responsible for any delivered goods or personal property that is left in the common areas or with the security staff.
- 10) All fast food deliveries must be picked up at the front lobby, unless pre-authorized by the Board of Directors.
- 11) No cash for C.O.D.'s is to be accepted by the Concierge.
- 12) The Concierge desk telephones are to be used only by the staff.
- 13) The Concierge must be notified immediately of any serious malfunctions in the building's common areas or within the suites so that proper entry and follow-up can be made in the logbook.
- 14) The Concierge can accept no keys from realtors or agents unless authorization from the Owner and the listing agent is provided. All other keys must be in a properly addressed sealed envelope, box or key box.
- 15) The Concierge will not provide a supplied key box or envelop for any unit to a Realtor unless the Realtor provides a written authorization form from the listing agent acknowledging the entry (See Addendum B—"forms").
- 16) The Concierge area, storage, and change room is a "non-smoking" area.
- 17) The Concierge is not authorized to open the front door for residents. All residents must gain access by keycard or by contacting an occupant of their suite.

SECTION 6.

OWNERS AND TENANTS

- 1) Prior to moving into a unit and concurrent with the booking of an elevator for a move, each Owner or Tenant shall complete the Resident/Owner Information Sheet (See Addendum "C" - forms) as shown in the Owner's Estoppel / Status Certificate Package and will subsequently revise it when required. This information will be kept totally confidential and stored in a secure area of the Management Office. This is necessary for the safety and security of the Residents.
- 2) Each residential unit shall be used as a single family dwelling unit and for no other purpose. No more than three persons shall occupy a one-bedroom unit and no more than five persons shall occupy a two-bedroom unit.
- 3) No Owner shall, upon reasonable notice, deny entry to his unit to the Condominium Corporation or any persons authorized by the Corporation to perform the objects and duties of the Corporation.
- 4) Upon entering into the lease of his/her unit, the Owner shall provide:
 - i) the corporation (property manager) with a copy of the lease
 - ii) the Tenant with a copy of the Declaration, By-laws and Rules;
 - iii) the Owner's current address and phone no. to the Property Manager;
 - iv) such other information as the Board of Directors may, from time to time, reasonably require.
- 5) Within twenty (20) days of ceasing to rent a unit or within twenty (20) days of being advised that a tenant has vacated or abandoned the unit, as the case may be, the Owner shall notify the Condominium Corporation in writing that the unit is no longer rented.
- 6) Open Houses are not permitted.
- 7) a) Real Estate or similar agents authorized by the owner must provide showings by appointment only.

b) Listing Agents must provide letters of authorization to other agents to view the suite/unit which must be presented to the Concierge upon arrival or access will be denied (See addendum B-"forms").

c) Key boxes are not permitted on the suite doors.

d) Agents must accompany all potential purchasers at all times.
- 8) Any Owner who has a unit occupied by a resident or has leased their unit in the Condominium shall use only those areas of the common elements that are necessary for their access to and egress from the unit(s) and for such unit Owner to attend meetings of the Condominium Corporation or to attend to official Condominium business.

SECTION 7.**ELEVATORS AND MOVING**

- 1) When moving in or out, arrangements for using the service elevator must be made with the Management Office at least two weeks in advance. Large deliveries require 48 hours notice.
- 2) An elevator damage deposit of \$300.00 is required in the form of a cheque made payable to MTCC # 734. This \$300.00 will be forfeited if there is any damage to Corporation property as a result of the move, howsoever caused. In the event that there is damage the deposit will be applied to such damage. In the event that the deposit is insufficient to pay for the damage then the Owner shall immediately reimburse the Corporation for all sums expended in excess of the deposit.
- 3) The service elevator is available between the hours of 9:00 a.m. to 12 noon and 1:00 p.m. to 9:00 p.m., Monday through Saturday. The service elevator may be used for small items or deliveries between the hours of to 12 noon and 1:00 p.m. to 9:00 p.m. Monday to Friday for a maximum of 30 minutes per suite or 1 elevator trip. There is no moving on Sundays and statutory holidays. An administration fee of \$300 or more will be applied should a move occur on a Sunday, holiday or outside the moving hours specified.
- 4) Cab protection pads must be put up before the move by the building staff. All moves must be made through designated service corridor. No large items of any type or description will be allowed through the main lobby doors.
- 5) All items must be taken directly from the service elevator to the suite, or from the suite to the service elevator. Nothing shall be placed or left even temporarily in the hallways.
- 6) All empty boxes and moving cartons are to be dismantled and removed immediately from the corridors. Any large boxes must be broken down and taken to the Recycle Room. Large cartons must be broken down and placed in the exterior bin directly outside of the Recycle Room.
- 7) The Corporation and/or its agents are not responsible for any costs pertaining to any delay in receiving the elevator.
- 8) The Concierge must be notified of the completion of the move so that the elevator can be returned to normal use.
- 9) In the unlikely event that only one elevator is operational, the working elevator is not to be put in service regardless if it has been previously booked or not. In the event of a fire, the elevators are not to be used. Exit using the stairs only.
- 10) An administration charge of \$50.00 will be charged to any Owner who has not removed all of their items from their locker, has not properly disposed of any unwanted items or debris by the end of their residence at the building. In addition, the actual disposal costs incurred by the corporation will be charge to the Owner.

SECTION 7.**ELEVATORS AND MOVING (cont'd)**

- 11) Smoking is prohibited in the elevators. Owners/residents must ensure that their guests abide by this rule.
- 12) When it is necessary to hold the elevator door open briefly, use the "Door Open" button to do so. The door must not be held open by any other means, i.e. bodily, or by using a large object, as costly repairs can result.
- 13) Jumping within the elevator is prohibited. If the elevator is in motion, jumping could cause it to stop between floors, creating a potentially dangerous situation for the occupants.

(See Addendum D - forms)

SECTION 8.

PARKING

- 1) Any change to the vehicle information provided on the Resident Information Sheet (See Addendum E—"forms") must be reported immediately to the Property Management Office. A copy of the vehicle ownership will be required.
- 2) Parking spaces may be leased to owners/residents of the building, St. Nicholas Housing Co-Operative or MTCC 747 townhomes and sold only to owners of the building (eleven parking units belong to the St. Nicholas Housing Co-Operative and forty parking units were originally sold to owners of MTCC 747 townhomes).
- 3) Those authorized shall park only in the parking unit registered for their motor vehicle and only one motor vehicle is to be parked in each parking unit. One garage remote will be provided per parking area and activated upon receipt of the Resident Information Sheet and copy of the vehicle ownership
- 4) Vehicles found parked in unauthorized parking units or on common element will be tagged. Vehicles parked in residents parking units are subject to being tagged. An owner of a parking unit may have a vehicle that is illegally parked in their parking unit tagged by providing a signed Authorization to Tag Form (See Addendum F – forms) to the security officer on duty.
- 5) The terms of the lease of any such parking spaces must not extend beyond the tenancy of the dwelling unit.
- 6) Parking units are to be used exclusively for motor vehicles as defined in the Declaration. No tires, combustible materials, machinery, or equipment of any kind shall be permitted on any parking unit. These and other items stored in the parking unit will be removed without notice. Any costs of removal and disposal will be charged on a time and material basis to the Owner responsible.
- 7) Parked motor vehicles must not encroach on driveways or adjacent parking units. No parking is allowed on any part of the common elements other than a designated parking spot.
- 8) Motor vehicles in motion in the indoor parking areas must have their headlights on.
- 9) Motor vehicles must not exceed ten (10) kilometers per hour anywhere on the property.
- 10) No Owner shall lease or permit his parking unit to be used by anyone but another resident of the Corporation or attached townhomes (Co-op or MTCC 747) and must provide a copy of the rental agreement along with the vehicle ownership to the Property Manager prior to use.

SECTION 8.

PARKING (cont'd)

- 11) All residents or visitors authorized by the resident may request, from the Concierge a "VISITOR PASS" which may be used only for a bone fide visitor of the owner or resident. Any owner or resident applying for a "VISITOR PASS" will provide the information required as directed by the Board.
- 12) "VISITOR PASS" is valid only for the vehicle, times and date, stated on the face thereof, and is registered at the Concierge desk, and visitors may then park only in the visitors parking areas (the walls or pillars are painted yellow). The Visitor Pass is to be placed in a fully visible position unobscured on the driver's side of the dashboard.
- 13) A "VISITOR PASS" must be obtained at all times and are valid for a period 24 hours to a maximum of 72 hours.
- 14) Only one "VISITOR PASS" will be issued per licence plate per seven (7) day period. Extraordinary circumstances may be presented to the Board of Directors through the Property Manager and will be dealt with on an individual basis.
- 15) When driving in or out of the garage, all motor vehicles must stay to their right.
- 16) No washing, servicing, or repairs shall be made to any motor vehicle on the common elements or in parking unit.
- 17) No trailer, camper, recreational vehicle, boat, or snowmobile shall be parked on any part of the common elements or any parking unit without permission from the Board of Directors.
- 18) No motor vehicle or any other kind of vehicle shall be driven on any part of the common elements other than on a surface roadway, driveway, or ramp.
- 19) The Owner of each parking unit shall maintain the unit in a clean and tidy condition including the elimination of oil or chemical spills. The owner is responsible to apply an absorbent and clean the area daily until the cause of such spillage is stopped or repaired. Where such a clean up is not done, the Corporation may have the parking unit cleaned and may charge the cost of such cleaning to the unit Owner and collect any amounts owing as may be provided in the Condominium Act or by any other lawful means.

SECTION 8.

PARKING (cont'd)

- 20) No Owner shall park or use a motor vehicle in contravention of these Rules. If such should occur, the person is liable to be fined or have the motor vehicle towed away from the property in accordance with City By-Laws. In such an event, neither the Corporation, its directors, officers, employees or agents shall be liable whatsoever for any damages, costs, or expenses howsoever caused to such motor vehicle or to the Owner or agent thereof.

- 21) No Owner shall place, leave, park or permit to be placed in any parking unit, any motor vehicle which, in the opinion of the Property Manager or as directed by the Board of Directors, may pose a security or safety risk, either caused by its length or unattended stay, its physical condition or appearance or its potential damage to the property. On seventy-two (72) hours' notice from the Property Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as directed by the Property Manager. If the owner is in default of such a request the motor vehicle shall be removed from the property at the expense of the Owner.

- 22) The parking units shall be subject to a right-of-access over, along and upon such parking units at all times when necessary in favour of the Corporation, its servants, agents and employees for the purpose of ingress to and egress from mechanical, electrical and service areas and equipment and the garage sweeping and repairs.

- 23) All motor vehicles parked in the underground garage must be in roadworthy condition.

SECTION 8. PARKING PHYSICALLY CHALLENGED PARKING FOR RESIDENTS

A total of eight (8) parking units are designated for the use of physically challenged or disabled persons (PC Units). The PC Units are clearly identified by the International Symbol of Accessibility and all PC Units are required by the City of Toronto to be available for the use of any physically challenged person who resides in the building.

In the event that a physically challenged person, as defined in the by-laws for the City of Toronto, requires the right to occupy a parking unit on Level A, Level B or Level C of the parking garage:

- 1) the owner of and any person occupying the PC Unit which is closest to the parking unit acquired by the physically challenged person, shall, upon notice from the Corporation, accompanied by the request of such physically challenged person, immediately transfer and exchange the right to occupy the PC Unit with such physically challenged person in exchange (in terms of usage only) for the parking unit which has been acquired by purchase or lease by the physically challenged person.
- 2) for clarity, this rule applies to the use of the PC Unit and does not in any way affect the continued ownership of any PC Unit and the other parking unit taken in exchange.
- 3) the right of the physically challenged person to occupy the PC Unit shall continue for and during the full period of such physically challenged person's residency in the Condominium.
- 4) any sale, transfer, conveyance, lease or licence of the PC Unit by the owner thereof shall be subject to the right of occupancy of the physically challenged person as set forth in this rule.

SECTION 9.

PETS

- 1) **A MAXIMUM OF TWO PETS ONLY PER SUITE IS PERMITTED.** No animal, livestock, or fowl of any kind other than a pet, being a dog, a domesticated cat, caged birds (except for pigeons), tropical fish and small caged animals usually considered to be a pet shall be kept or allowed in any unit. --
- 2) Pets residing in Polo Club 1 must be registered in a Pet Register in the Management Office and current vaccination certificates should be available. (see Addendum "G" – forms)
- 3) No owner or resident may permit a pet or pets to remain alone in his unit such that said pet or pets bark, howl, or cause a noise or disturbance which disturbs the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants or persons having business with them.
- 4) No noise of any kind, barking or howling will be permitted.
- 5) No pets shall be allowed under any circumstances in the public or common areas of the building, except to enter or exit the building. Pets are not allowed in the recreational areas, or roof garden.
- 6) No pets will be permitted to run loose upon the common elements, roof garden, lawns, walkways, driveways or garages.
- 7) When transporting the pet from the condominium suite, through the common elements to the exterior of the building, the Owner shall carry the pet that is on a leash not to exceed 1 meter (3 feet) in length.
- 8) All pets being walked on the common elements, under the care and control of their owner, family member or guest, must be curbed in the street gutter and must not be permitted to defecate or urinate or cause any damage whatsoever upon the common elements.

SECTION 9.

PETS (cont'd)

- 9) When animals pollute the grounds and common areas, Residents shall clean up after them. If accidents happen inside the building, report this to the Concierge so that the area can be properly cleaned. As well, cat litter must not be put down the toilet, but rather double bagged, tied and put down the garbage chute. Costs of any clean up will be charged to the Resident who is responsible for the pet involved in the particular incident. A charge will be levied; the Board of Directors will review the amount from time to time. The minimum charge will be \$25 per incident.

- 10) Cost of repairs of any damage caused by cleaning, chemicals, or any such materials used in the attempt to remedy damage caused by a pet is the full responsibility of the owner of said pet and the owner will agree to pay the full cost of removal and replacement of said damaged items.

- 11) Pets shall be kept clean and groomed at all times and may not be permitted to create any inconvenience, noise or disturbance or soiling on or about the premises. Paws must be wiped upon entering the building.

- 12) Without limiting the generality of the foregoing, if a pet owner breaches any of the rules relating to the keeping of pets on the property on more than one occasion, provided that the pet owner has received at least one (1) notice of a breach of the pet rules, a second or further breach of these rules shall constitute reasonable grounds for the Board or the Manager delivering the aforesaid notice to the pet owner requiring permanent removal of the pet from the property.

- 13) No pet that is deemed by the Management, in its absolute discretion, to be a nuisance shall be kept by any Owner of any Unit or in any part of the property. Any Owner that keeps a pet on the property or any part thereof shall, within two weeks of receipt of a written notice from the Board or the Manager requesting the removal of such pet, permanently remove such pet from the property. No breeding of pets for sale shall be carried on, in, or around, any unit.

SECTION 10. GARBAGE (REFUSE)

The garbage chute room is located at the elevator vestibule for small kitchen garbage bags or similar sized trash.

The Recycling Area is located at the rear of the building at the moving entrance. The bins are blue and individually marked for paper, cardboard, plastics, bottles, cans etc....

The trash container for larger items such as large garbage bags and similar sized trash is located beside the Recycling Bins; it is the large brown compactor bin.

- 1) Hours of use for the garbage disposal room on each floor are 7:00 a.m. to 10:00 p.m. only.
- 2) All refuse except recyclable material is to be wrapped in plastic bags no larger than a kitchen trash bag, securely tied and pushed down the chute.
- 3) Nothing is to be left on the floor of the garbage chute room.
- 4) Medical debris must be properly contained prior to disposal (i.e. needles syringes placed in sealed plastic container and to be disposed of in the trash bin beside the Recycling Area.
- 5) All glass, bottles, plastics, cans, newspaper and cardboard must be separated from regular garbage and not disposed of via the chute. They should be taken to the Recycle Area.
- 6) All boxes (including pizza boxes) or large articles that cannot be placed down the chute must be taken to the Recycling Area and placed in the appropriate bins.
- 7) Cartons and crates or any large objects must be taken down to the garbage containers on the East Side of the building (Recycling Area).
- 8) Items such as wall to wall carpet, construction debris and any other renovation materials must be removed from the site by the contractor / resident responsible. Articles left for disposal by the Corporation will be subject to the imposition of an administration charge plus the cost of removal (special pick-up) to be charged to the owner of the unit responsible.
- 9) No flammable materials and/or liquids may be put down the chute (i.e. cleaners, paint, solvents, furniture, refinishing materials etc.).
- 10) Nothing shall be placed in any garbage chute, which may result in the blockage of such chute (large cardboard boxes, in particular).
- 11) Any large articles that cannot be placed down the chute and cannot be recycled must be taken to the garbage containers on the East Side of the building beside the Recycling Area.
- 12) All recyclable glass, bottles, jars, cans, and plastic containers must be rinsed well. No food wastes can be left otherwise problems with insects and rodents can occur.

SECTION 10.

GARBAGE (REFUSE) cont'd

- 13) Pizza boxes must be food-free to avoid problems with pests and they must be placed in the Recycling Area.
- 14) Only small pieces of cardboard - no larger than 24" X 24" x 8" can be flattened and placed in the designated bin, in the Recycling Area located outside.
- 15) The recycling bins are marked and the material must be disposed of as directed. Recycling guidelines can be obtained from the Management Office or from the City.
- 16) Any and all violations of **Section 10 Garbage (Refuse)** will result in the imposition of an administration charge of (\$50) fifty dollars - to be charged to the Owner of the suite responsible for the infraction (s).

SECTION 11.

BICYCLES

- 1) Bicycles must not be stored or parked on any part of the common elements not designed for bicycle storage, including exclusive use common elements such as balconies, terraces, and parking garage.
- 2) Any bicycles chained to posts, pillars, fences, rails or trees located throughout the common elements will be forcibly removed and impounded at the Owner's expense.
- 3) The Corporation endeavors to protect the property of the residents but will not be responsible for any loss or damage howsoever caused to bicycles or attachments.
- 4) For safety reasons, bicycles must not be ridden up or down garage ramps or within the parking garage. Safety practices must be observed at all times.
- 5) Bicycles are not permitted to be taken through the front lobby of the building.
- 6) Bicycles must be walked to and from the bicycle rooms and must be carried while on any part of the common elements except for the service corridor and building exterior.
- 7) Bicycles are not permitted in the elevators.

SECTION 12.

KEYS

- 1) The Corporation shall retain keys to all suite/units.
- 2) No Owner may change or re-key the lock or locks of a unit entry door without providing forthwith, within twenty-four (24) hours, to the Board of Directors or the Management, a key to the new or re-keyed lock or locks.
- 3) Purchasers or tenants acquiring a unit must register with the Property Manager prior to moving in or upon completion of a Resident Information Sheet.
- 4) Keys retained by the Corporation will be used for emergencies only (fire, flood etc.) and for annual maintenance services that is prescheduled and advanced notification provided.
- 5) Keys retained by the Corporation will not be returned or used to unlock doors for residents, owners, relatives, or visitors, a locksmith must be obtained to provide access.
- 6) The Corporation at the owner's expense will repair damage to unit doors or frames.
- 7) The lock mechanisms are the responsibility of the owner and must conform to the existing colour and style should the owner replace / repair the lock mechanisms.
- 8) All suite door closures must cause the door to close and latch properly at all times.

SECTION 13.

VISITORS TO POLO CLUB 1

- 1) Visitors to Polo Club 1 are required to use the main lobby entrance.
- 2) Visitors are not permitted to bring pets into Polo Club 1.
- 3) There are visitor parking spaces available by permit only (see Section 8 PARKING).
- 4) In the absence of the Owner, entry will be provided, if the concierge is notified by written permission or if their name is found on the Authorization for Entry Register (See Addendum A – “forms”). Proof of identification will be required.
- 5) It is the responsibility of the owner / resident to insure their visitor(s) are familiar with the rules and regulations and that they adhere to them.
- 6) The building staff has the authority to provide or deny access to all common element facilities and to deny access to the building or unit should the resident / owner be absent and authorization to enter was not provided.

SECTION 14.

NOISE

- 1) Repairs, hammering, drilling, or any other related activity which creates noise or disturbs in any way other unit owners, their families, guests, visitors, and persons having business with them, will only be permitted between the hours of 9:00 a.m. to 5:00 p.m. weekdays and between 10:00 a.m. and 5:00 p.m. on Saturdays, no repairs/renovations Sunday and Holidays. (It is recommended that security be advised prior to commencement as to the time the work is to start and approximately when it will end.)
- 2) No resident shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the Board of Directors and the Property Manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other residents.
- 3) No noise caused by an instrument or other device or otherwise which, in the opinion of the Board may be calculated to disturb the comfort of the other residents, shall be permitted.
- 4) Persons in or on the common areas without earphones shall not use radios, tape/cassette/CD players, and such devices, so that no other person can hear them.
- 5) The use of dishwashers, laundry washers, or dryers will be permitted between the hours of 7:00 a.m. and 11:00 p.m.

SECTION 15. IN-SUITE RENOVATIONS

- 1) A renovation form must be completed and approved by the Board and Management prior to commencement of any work, other than painting, wallpapering or replacing wall to wall carpet. The form is available from the Management office.
- 2) No boundary wall, load-bearing partition wall, floor, ceiling, door or window, toilet, bathtub, shower, washbasin, sink, heating, air-conditioning, plumbing or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation the appropriate approval form is available from the Management office. Owner(s) do not require to obtain the consent of the Corporation for the purpose of painting or decorating.
- 3) In the interest of preserving and maintaining the common areas of the condominium, particularly the elevators, carpets and walls, it is required that the Owner notify the Property Manager at least one week in advance of renovations, in order to provide for any precautions that may be necessary as a result of trades people and equipment entering the building. Owners will be responsible for any costs that may ensue to the Corporation or other Owners, resulting from such work. The contractor or workmen must remove all debris from the building premises daily. Owners must ensure that the common elements are kept clean and not damaged.
- 4) It is the Owners responsibility to obtain the necessary insurance coverage for or from the contractor should damage occur to the suite, neighbouring suites, or common elements.
- 5) Repairs, hammering, drilling, or other activities which create any noise or disturb in any way other unit owners, their families, guests, visitors, servants and persons having business with them will only be permitted between 9:00 a.m. and 5:00 p.m. on weekdays, and between 10:00 a.m. and 5:00 p.m. on Saturdays, no work is allowed on Sundays and Holidays.
- 6) All construction debris (i.e. carpet, wood floor, paint materials, drywall etc...) must be removed from the site at the owners expense. Any debris, placed in the corporation trash bins will be removed by special pick up, and all costs plus administration costs will be charged to the owner responsible.
- 7) Any damage to common element and / or costs incurred caused by an owner, their guests or tradesmen, is the full responsibility of the owner and the owner will be responsible to pay the full cost of replacement, removal of debris, replacement of damaged items or the cleaning chemicals and cleaning labour costs to remedy the damage occurred.

SECTION 16. RECREATIONAL FACILITIES - GENERAL REGULATIONS

- 1) Recreational facilities are: the indoor and outdoor whirlpools, change rooms, saunas, roof garden, exercise room, squash courts, lounge and hobby/workshop room.
- 2) All recreational facilities are used at your own risk. The Board of Directors, agents of the Board, and employees of Polo Club 1 are not responsible for accidents, lost or stolen personal property, or any other damages, howsoever caused.
- 3) As there are no medical facilities available in the building, those on medication, with respiratory, heart problems or other physical disabilities are urged to consult a physician before using any of the facilities.
- 4) Recreational facilities are available to Residents daily from 6:00 a.m. to 11:00 p.m. unless otherwise specified.
- 5) The use of these facilities is restricted to residents and guests. Users must use their access cards for access or register with security and may be asked at any time to produce proper identification. Guests must be accompanied at all times. Residents are responsible for their guests, including ensuring that their guests are aware of all rules and regulations.
- 6) The use of the recreation facilities may be restricted during organized activities of the Condominium Corporation.
- 7) Persons using recreational facilities are fully liable for any damages that they or their guests cause and costs will be assessed accordingly, and recovered in accordance with these rules and the Condominium Act and the Declaration.
- 8) Residents are responsible for their guests, including ensuring that their guests are aware of all rules and regulations.
- 9) Smoking, drinking and eating is prohibited in the whirlpool, whirlpool decks, saunas, squash court and entrances to the court, exercise room, change areas, lounge and workshop/hobby room.
- 10) A maximum of three guests per suite is permitted at any one time to use all or any of the recreational facilities unless specified.
- 11) Running, boisterous behaviour, yelling and general misconduct are not permitted.
- 12) Guests using the recreational facilities must be accompanied by a resident 18 years of age or older.

SECTION 16. RECREATIONAL FACILITIES - GENERAL REGULATIONS (cont'd)

- 13) The minimum age for unaccompanied users of the recreational facilities is 16 years. Anyone under the age of 16 must be accompanied (attended) and supervised by a Resident 18 years or older.
- 14) Appropriate attire is to be worn at all times: at least robes and footwear are to be worn when moving to and from the recreational facilities.
- 15) Radios, televisions, video games, tape decks, cassette players, musical instruments and CD players are not allowed in the squash courts, pool areas, saunas and change rooms. They may be used elsewhere with earphones only where applicable.
- 16) Reservations for the squash court and exercise room must be made at the Security Desk. Reservations are for a 45-minute period. You may not book more than one play period per day. However, if the facilities are free you may play more than one period but only with the approval of the Concierge. If you arrive more than ten minutes late into your reserved time, the Concierge may reassign your reserved period to another Resident.
- 17) NON-RESIDENT OWNERS WHO HAVE LEASED THEIR UNIT OR HAVE THEIR UNIT OCCUPIED BY A RESIDENT ARE PROHIBITED FROM USING THE COMMON ELEMENTS, INCLUDING RECREATIONAL FACILITIES.
- 18) The building staff has been authorized to restrict entry to the whirlpools, roof garden, and other recreational facilities. They are authorized to remove any person who fails to comply with the foregoing rules and to record any incident of non-compliance with the rules and regulation and provide the report to the Property Manager

SECTION 17.

SQUASH COURTS

- 1) The squash court is used at your own risk. The Board of Directors, agents of the Board, and employees of Polo Club 1 are not responsible for accidents, lost or stolen personal property, or any other damages, howsoever caused.
- 2) The squash court may be used from 6:00 a.m. to 11:00 p.m.
- 3) Playing time is 45 minutes and the courts must be vacated promptly once playing time has expired.
- 4) A court will be forfeited if not used within ten minutes of time booked.
- 5) No one shall use the squash courts except with a proper reservation made with the Concierge at the Security Office. Consecutive bookings are not permitted. However, if the facilities are free, you may play more than one period, with the approval of the Concierge.
- 6) The player who has reserved the court must sign in at the Concierge Desk before going onto the court, in order to obtain the key for that court. The key must be returned following completion of play.
- 7) No one under the age of 16 can use the Squash Court unless accompanied by a Resident who is at least 18 years of age or older.
- 8) Three guests are permitted to play and must be accompanied by a resident.
- 9) No one shall use the courts except when wearing appropriate dress and proper shoes, which will not mark or damage the court floor. Most black or blue soles leave skid marks on the wooden court surface. Street shoes or running shoes worn outside are not permitted on the courts. (In particular, proper shorts, skirts or sweat pants and shirts shall be worn at all times when on the court).
- 10) Protective eye guards shall be worn at all times. Suitable eye protection must have a lensed eye protector (prescription or non-prescription) and be made of polycarbonate or industrial safety material. "Open" eyewear is not permitted.
- 11) Only official squash balls and racquets may be used on the court and must be supplied by each player.
- 12) The squash courts were not designed for and could be damaged by the playing of racquetball. As a result, the playing of racquetball is not permitted
- 13) The squash court floors were designed for the playing of squash only and are to be exclusively used for the purpose of squash.
- 14) Neither smoking nor food and beverage consumption is permitted in the squash court.

SECTION 18.

HOBBY / WORK ROOM

- 1) The Hobby / WorkRoom is used at your own risk. The Board of Directors, agents of the Board and employees of the Corporation are not responsible for accidents, lost or stolen personal property, or any other damages, howsoever caused.
- 2) Owners, Residents, or Tenant Residents may reserve this facility.
- 3) Each person must clean the room after each use.
- 4) The room is not to be used for business purposes.
- 5) The use of hazardous materials is not permitted.
- 6) The corporation will not be held responsible for damaged, lost or stolen articles, materials, supplies, etc... from this room.

SECTION 19.

EXERCISE ROOM

- 1) THE EXERCISE ROOM IS FOR THE USE OF RESIDENTS AND THEIR GUESTS ONLY; no person shall use the exercise room except after prior consultation with a physician who should advise that such person may use the exercise room.
- 2) The exercise room may be used from 5:00 a.m. to 11:00 p.m.
- 3) No more than 5 persons are permitted in the Exercise Room at any one time.
- 4) The exercise room is used at your own risk. The Board of Directors, agents of the Board and employees of Polo Club 1 are not responsible for accidents, injuries, lost or stolen personal property, or any other damages, howsoever caused.
- 5) All equipment shall be used properly. Users must not move the equipment. Users are reminded that they are responsible for any damages to the equipment and/or the property.
- 6) Proper attire must be worn; soft-soled shoes, shorts or sweat pants, and shirts shall be worn at all times. Bathing suits are not proper attire.
- 7) No person under 16 years of age is permitted to be in the exercise room unless accompanied and supervised by a Resident who is at least 18 years of age or older.
- 8) Neither smoking, nor food and beverage consumption is permitted in the exercise room.
- 9) Persons in the exercise room without earphones shall not use radios, tape/cassette/CD players, and such devices so that no other person can hear them. A television is available on a first come first serve basis, however the volume must be kept at an acceptable level as to not disturb persons in the room, or surrounding areas.
- 10) The door must be closed at all times.

SECTION 20.

WHIRLPOOL

- 1) The whirlpool is used at your own risk. The Board of Directors, agents for the Board and employees of Polo Club I are not responsible for accidents, lost or stolen personal property or any other damages howsoever caused.
- 2) Use of the whirlpools and saunas shall be restricted to the hours posted adjacent to each facility.
- 3) Pregnant women, young children, elderly persons or persons suffering from heart disease, diabetes, or high blood pressure should not enter the whirlpool without prior medical consultation with their doctor.
- 4) No person affected with a communicable disease or having open sores on his body shall enter the whirlpools.
- 5) Do not use the whirlpool while under the influence of alcohol, tranquilizers or other drugs that cause drowsiness or that raise or lower blood pressure.
- 6) Not more than 6 people are permitted in the whirlpool and/or deck area at any one time.
- 7) No one shall use the whirlpool if they are alone.
- 8) Persons under the age of 16 shall not use the whirlpool unless accompanied by a Resident who is at least 18 years of age or older.
- 9) Prior to entering the whirlpools, each bather shall take a shower using warm water and soap and thoroughly rinse off all soap before entering or re-entering the deck. No bather shall enter the whirlpools with street clothes, suntan oil or creams.
- 10) Each person shall enter and exit slowly to and from the whirlpool.
- 11) Each person shall observe reasonable time limits of not more than 10 - 15 minutes and cool down before returning to the whirlpool. Long exposure may result in nausea, dizziness, or fainting.
- 12) Street shoes are prohibited in the whirlpool enclosure.
- 13) Soap and shampoo are prohibited in the sauna and whirlpool areas, excluding the showers.

SECTION 20.

WHIRLPOOL (cont'd)

- 14) No one shall bring breakable objects into the whirlpool area or outdoor whirlpool deck.
- 15) No person shall pollute the water in the whirlpools in any manner, including that of spitting, spouting of water, urinating and blowing the nose in the whirlpool or onto the deck.
- 16) Inflatable toys, balls, frisbees, swimming aids such as flutter boards, air mattresses, etc. are not to be used in the whirlpool areas.
- 17) Neither smoking, nor food and beverage consumption is permitted in the whirlpool area, including saunas and change rooms.
- 18) An intercom is mounted on the wall in the whirlpool area should an emergency occur or if you must communicate with the security officer on duty. The intercom(s) is to be used for corporation matters only.

SECTION 21.

SAUNAS

- 1) Use of the whirlpools and saunas shall be restricted to the hours posted adjacent to each facility.
- 2) The saunas are used at your own risk. The Board of Directors, agents of the board and employees of Polo Club 1 are not responsible for accidents, lost or stolen personal property, or any other damages, howsoever caused.
- 3) Check with your personal physician prior to considering using the sauna.
- 4) It is recommended that the saunas, for safety reasons, not be used alone.
- 5) Pregnant women and persons suffering from heart disease, diabetes, high or low blood pressure should not use the sauna without permission of their doctor.
- 6) No person under 16 years of age is permitted to use the sauna unless accompanied by a Resident who is at least 18 years of age.
- 7) Persons infected with communicable disease or having open sores on their body are prohibited from using the sauna.
- 8) A cleansing shower must be taken using warm water and soap and ensuring all soap is rinsed off before entering the sauna.
- 9) The sauna is designed for dry heat.
- 10) The sauna door shall not be left open.
- 11) Prolonged use of the sauna may be injurious to your health (five minutes is the recommended maximum). It is not recommended that you use the sauna alone.
- 12) No glass containers or food are permitted, nor is smoking permitted in the sauna.
- 13) The sauna should not be used while under the influence of alcohol, anti-coagulants, anti-histamines, vasoconstrictors, vasodilators, stimulants, hypnotics, narcotics or tranquillisers
- 14) Any damage or hazards must be reported immediately to the Management Office, staff, or security officer on duty.

SECTION 22.

ROOF GARDEN

- 1) The roof garden will be available for use between the hours of 6:00 a.m. and 1:00 a.m. daily, subject to being closed for maintenance.
- 2) The roof gardens are to be used at your own risk. The Board of Directors, agents of the Board and employees of Polo Club 1 are not responsible for accidents, lost or stolen property, or any other damages, howsoever caused.
- 3) Use of the roof garden is prohibited at any time, which there is snow or ice on the roof.
- 4) The maximum number of people using the roof garden at any one time must not exceed 25 people.
- 5) To maintain the standards of the building, proper attire, including footwear, must be worn in the common areas. Bare feet and bathing suits are acceptable only in the Roof Garden area. Tops and suitable footwear must be worn inside the corridors and elevators.
- 6) Running, yelling, ball throwing or playing, or horseplay are not permitted. The playing of any loud music is not permitted on the roof garden or court yard and surrounding area. Radios, tapes/cassettes/CD players, and such devices shall not be used without earphones so that no other person can hear them.
- 7) No alcoholic beverages or glass containers shall be permitted on the roof garden.
- 8) All items, including food and beverage containers must be disposed of in the receptacle provided or returned to the residents unit. No glass containers of any kind are permitted on the roof.
- 9) Lounge chairs and tables may not be reserved if one leaves the Roof Garden, nor may they be borrowed or removed from the Roof Garden.
- 10) The roof garden cannot be reserved for private parties. Residents using the roof garden may be accompanied by up to three guests per suite.

SECTION 22.

ROOF GARDEN (cont'd)

- 11) If you smoke outside on the roof garden you must use an ashtray.
- 12) The feeding of birds is prohibited. No food is to be left for the birds. For this reason all food spills must be cleaned up immediately
- 13) The throwing or dropping of any item off the roof is prohibited.
- 14) Climbing is prohibited e.g. ladders, gates, fences.
- 15) The mechanical areas and their roofs are restricted.
- 16) The use of barbecues, other than for corporation functions is prohibited.
- 17) No pets are permitted on the Roof Garden.

D37

SECTION 23.

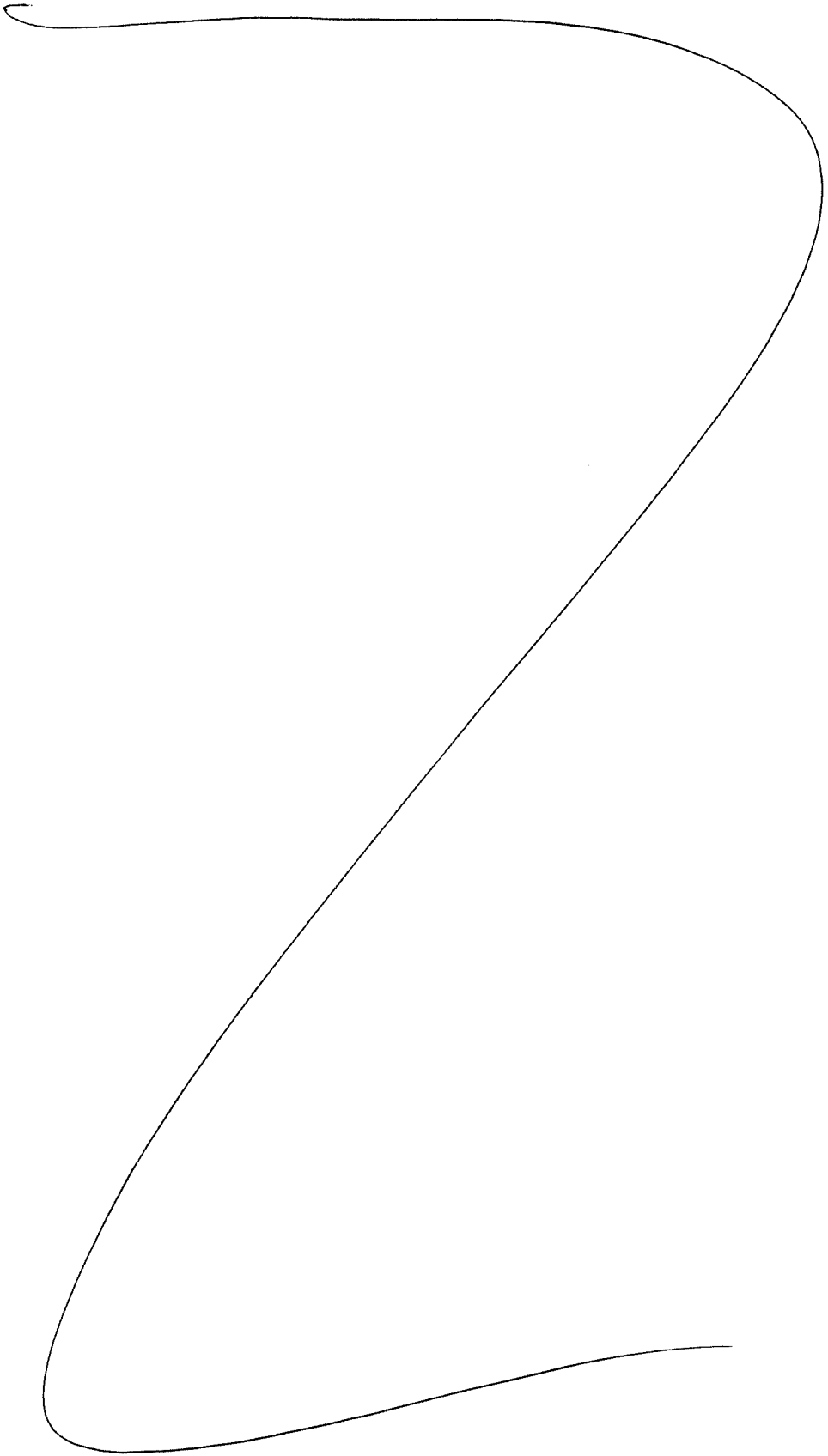
LOUNGE

- 1) The Lounge is used at your own risk. The Board of Directors, agents of the Board and employees of the Corporation are not responsible for accidents, lost or stolen personal property, or any other damages, howsoever caused.
- 2) Residents only (owner or tenant) may reserve this facility.
- 3) Arrangements to rent the Lounge must be made with the Management Office a minimum of two weeks in advance, however bookings can be made no more than 3 months in advance.
- 4) A rental agreement must be completed and signed. The applicant shall comply with all provisions of this rental form.
- 5) On booking or 10 days prior to the booking, a security deposit must be given to the Management Office in the amount of \$500.00 payable by certified cheque or money order to MTCC #734. Provided all Owners' obligations are satisfactorily covered, the \$500.00 security deposit will be refunded. The above sum is a deposit only and the Owner is nevertheless responsible for any damages or costs in excess thereof. If there are damages that can be repaired for less than \$500.00, the \$500.00 cheque will be cashed and a refund of the difference will be returned to the Owner. If the damages are greater than \$500.00, the Owner will be responsible for any costs in excess thereof and must pay immediately.
 - A separate cheque for \$50.00 must be given to cover the cleaning costs.
 - A separate cheque payable to the Security person, this will be required for the security services that must be present prior, during and after the party.
 - An hourly rate of \$25.00 applies for a minimum of 4 hours.
 - A general clean up of the Lounge is the responsibility of the person renting the room and must be completed by 9:00 a.m. the following morning. This includes gathering garbage, removing decorations, and leaving the room in a presentable state.
- 6) All events must terminate and premises vacated by 1:00 a.m.
- 7) According to "Fire Regulations" a maximum of 60 persons are allowed to be present in the Lounge at one time for the use of a party.

SECTION 23.

LOUNGE (cont'd)

- 8) Damage to furnishings and/or finish of rooms and/or theft or loss of the Corporation's property is the responsibility of the Owner who will be invoiced for costs of repairs or refinishing as determined by the Corporation in its sole discretion.
- 9) The party is to be confined to the Lounge. The washrooms to be used are in the corridor across from the elevators. The change room washrooms are not to be used. No other facilities except immediately outside the patio doors are to be used by your guests. No drinks are allowed beyond the Lounge doors.
- 10) The Owner will assume full responsibility for the preservation of proper order and decorum and ensure no disturbances to, or disruption of the ongoing activities on the Roof Garden and common areas.
- 11) Exits must be kept free from obstruction at all times.
- 12) The Owner is responsible for providing directions to the party for the guests. No additional signs are to be posted in the hallways, lobby, or visitor parking areas and doors are not to be left jammed open and unattended for people to enter.
- 13) The contemplated use of the premises will be fully disclosed to the Corporation as a condition of, and prior to the rental of the Lounge. The premises will not be used for any immoral or offensive use and by the way of specific example, "strip shows" or similar live performances, pornographic or sexually explicit films may not be shown. The Owner is responsible for full compliance with any legal or regulatory obligations and will fully indemnify and hold harmless the Corporation from any breach thereof.
- 14) The Owner agrees to obtain any and all permits, licenses and consents that are or may be required in connection with the use of the Lounge by the Owner as aforesaid, and to obtain such permits, licenses, and consents posted or available for inspections, as may be required.
- 15) Applications for business/commercial use, charged admission events, stags, and private New Year's Eve parties will not be accepted.
- 16) The Board of Directors reserves the right to approve or refuse any request for the use of the Lounge.
- 17) Failure to comply with rules #7, 13, 14 and 15 will result in immediate termination of the use of the Lounge and possible forfeiture of the security deposit.





1055 Bay Street
Toronto, Ont. M5S 3A3
Tel: 960-5887
Fax: 960-5229

D39

February 6, 1995

TO: All Unit Owners
The Polo Club I (M.T.C.C. #734)
1055 Bay Street

RE: Collection Of Common Element Assessment
And Of Liens Registration

Dear Homeowners:

At a meeting of the Board of Directors held on January 25, 1995 the attached policy regarding collection of Common Element fees was approved and is to be implemented immediately.

Please review and do not hesitate to contact the undersigned should you have any questions.

Yours truly,

DEL PROPERTY MANAGEMENT INC.
Agent on Behalf of MTCC #734
"The Polo Club I"

Mary I. Grant, R.C.M.
Property Manager

MIG/mfk

Att.

January 25, 1995

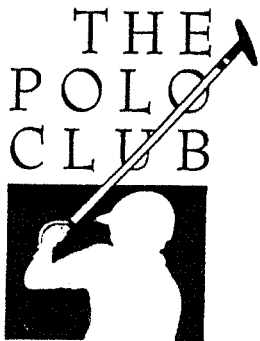
D40

POLICY
RE: COLLECTION OF COMMON ELEMENT ASSESSMENT
AND REGISTRATION OF LIENS

This policy has been formulated in keeping with the Condominium Act of Ontario Section 32 and the Declaration of Metropolitan Toronto Condominium Corporation No. 734, Articles XI and XII.

1. FIRST NOTICE - 7 days after the first day of the month.
2. SECOND NOTICE - 15 days after the first day of the month advising if payment is not received by the 30th day of the month legal action will be taken.
3. THIRD NOTICE - 7 days after the first day of the second month advising lien will be placed by the 15th day of that month. All legal fees, disbursements and interest charges to be borne by the registered owner.
4. FOURTH NOTICE - Power of Sale to commence 45 days after registration of lien. All legal fees, disbursements and interest charges to be borne by the registered owner.
5. Notwithstanding the above, the Board reserves the right to lien, without notice, chronic late payers or those who in the Board's opinion, continue to abuse the courtesy extended by the notification process described above.
6. All notices to be forwarded to the owner at the last know address provided by the registered owner.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 734
"THE POLO CLUB I"



(D41)

NOTICE OF RULE

TO: The Owners
Metropolitan Toronto Condominium Corporation No. 734

FROM: Board of Directors
Metropolitan Toronto Condominium Corporation No. 734

DATE:

RE: Metropolitan Toronto Condominium Corporation No. 734
Rules Regarding Tenancies and the Occupation of Units.

Please find enclosed a copy of Metropolitan Toronto Condominium Corporation No. 734's proposed new Rules Regarding Tenancies and the Occupation of Units, in accordance with Section 58 of the *Condominium Act, 1998*.

The new Rules will become effective on **October 31, 2006**, unless a meeting is requisitioned in accordance with Section 46 of the *Condominium Act, 1998*.

Pursuant to the *Condominium Act, 1998* rules may only become effective at the time determined by sections 58 (7) and (8).

We enclose a copy of Sections 58 and 46 of the *Condominium Act* for your reference.

Yours truly,

President,
Board of Directors
Metropolitan Toronto Condominium Corporation No. 734

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) 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.

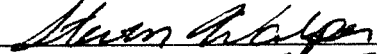
DS2

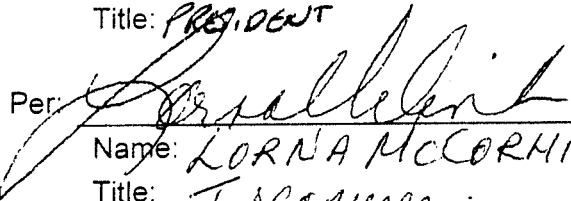
unit from which the noise is transmitted shall, at his/her expense, take such steps as shall be necessary to abate the noise to the satisfaction of the Board of Directors or Property Management, including, but not limited to, the installation of further sound attenuating material beneath the hard surfaced flooring.

In circumstances where efforts to obtain the voluntary compliance of the Owner and/or resident with this rule are unsuccessful, the Corporation, with the assistance of legal counsel, will enforce the rule by legal means. The requirement to take such steps to abate noise from being transmitted shall constitute repair after damage of the unit pursuant to section 92 of the Act. If the Owner of such dwelling unit fails to take such steps as are necessary to abate the noise within thirty (30) days of receiving written notice from the Corporation, the Board of Directors shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses thereby incurred in abating the noise, including all legal fees on a solicitor-client basis.

DATED at Toronto this 18 day of SEPTEMBER, 2006.

METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 734

Per: 
Name: STEVEN WALPER
Title: PRESIDENT

Per: 
Name: LORNA MCCORMICK
Title: Treasurer

I/we have authority to bind the Corporation

DS1

been previous complaints about a sound flooring issue emanating from the applicant Owner's unit.

10. Right to Refuse Entry

It is the responsibility of the Owner to provide his/her contractor with a copy of the approved Renovation Request Form, and to direct the contractor to present this form to the Concierge and/or Property Management when access to Corporation property is necessary. In circumstances where the approved Renovation Request Form is not presented by either the Owner or the contractor, the contractor shall be denied access to the building.

11. Materials

All materials and products used for in-suite floor renovations or modifications must be considered to be of a "good quality material".

Property Management and/or the Board of Directors may from time to time suggest materials to be used by the Owner; however such suggestions shall not constitute an endorsement of any such materials and/or manufacturers. It is understood that the Board of Directors and/or Property Management have no financial and/or any other interests in any products suggested. It is entirely the Owner's responsibility to do due diligence on the products to be installed and presented for Board of Directors approval.

12. Material Removal

The Owner at his/her cost shall be responsible for the immediate removal of any and all construction waste and debris from and for the repair of damage caused to the property of the Corporation. The Corporation may immediately effect the removal of any waste and or debris left upon, or repair any damage caused to, the common elements and seek indemnification from the Owner pursuant to section 92 of the Act. All costs by the Corporation shall be added to the Owner's contribution to common expenses.

13. Grandfathered Units

- (a) Any Owners with flooring installed on or before the date that these Rules come into effect, which flooring does not comply with these Rules, shall not, only by the fact that these Rules have come into effect, be required by these Rule to remove, replace or cover their existing flooring ("Grandfathered Units"). However, it is recommended to Owners of Grandfathered Units that a minimum of 70% of the hard surfaced floors, including all high traffic areas, be covered with area carpets.
- (b) In order to avoid any uncertainty, Owners of Grandfathered Units are required to provide a detailed written description of the flooring within the unit, which description shall form a record of the Corporation.
- (c) Notwithstanding the status as a Grandfathered Unit, should the Corporation received complaints from other Owners, whereby it is determined by the Board of Directors, acting reasonably, that the hard surfaced flooring is causing sound to transmit to the degree that it unreasonable interferes with the use or enjoyment of other units, the Remedies outlined below in Paragraph 14 shall apply equally to a Grandfathered Unit.
- (d) Where the flooring in a Grandfathered Unit is required to be replaced for any reason, including as a result of fire or flood, this Paragraph 13 shall cease to apply, and the new flooring shall otherwise conform to these Rules.
- (e) Where a Grandfathered Unit is sold, the provisions of this Paragraph 13 shall continue to apply; however, it is the responsibility of the Owner to advise any potential purchaser of these Rules, as well as the added responsibility under this Paragraph 13.

14. Remedy

Notwithstanding that an Owner has otherwise complied in every aspect with these Rules, if the Board of Directors or Property Management determines that any noise is being transmitted so as to be an annoyance or a nuisance or is disruptive, then the Owner of the

- (b) "Property Management" shall mean the individual or company appointed by the Corporation to manage the property and assets of the Corporation, or any agent or employee thereof; and
- (c) The terms used herein shall have the same meaning as the terms in the Act.

DSO

2. Delivery of Request and Approval Process

Prior to the commencement of any In Suite floor renovations or modifications a "Renovation Request Form" must be completed in its entirety and delivered to the Management Office to be forwarded to the Board of Directors for approval within a reasonable period. No renovations or modifications shall take place until the Board of Directors, by resolution, has approved same.

3. Restricted Areas for Hard Tiling and/or Stone Flooring

Ceramic, marble and/or hard surfaced stone or tile material, including man made or engineered hard surfaced tile or slab, may only be installed in bathrooms, kitchens and, to the extent that tile was originally installed by the developer, the foyer entrance. These materials are not to be used elsewhere in the Unit. Owners are encouraged to install a suitable underlay to reduce sound transmission.

4. Hard Floor Materials not permitted in Bedrooms

Hard floor surfaces, including, but not limited to Marmoleum, Cork, Wood or laminate flooring, are not permitted to be installed in bedrooms.

5. Unfinished Flooring

No occupied unit is permitted to have any exposed concrete floor notwithstanding that same may be covered by area carpets. All concreted floors must be permanently covered. Sub-flooring attached to the concrete floor by nails or screws is not permitted.

6. Renovation Request Form Specifications

Owners submitting a Renovation Request Form for hard-surfaced flooring must supply complete details of modifications and renovations. This includes the square footage of areas to be changed and a detailed material list including the manufacturer's specifications and a copy of the proposed underlay with an ASTM E1007-97 IIC Field Test Impact Insulation rating result of not less than IIC 60 on an 8 inch concrete slab including the test room specifications and a completed ASTM E1007-97 IIC Field Test report signed by an independent Acoustical Engineer prepared for the manufacturer. Underlay materials that are applied with a trowel will not be accepted.

It is the Owner's responsibility to ensure that an appropriate sound attenuation barrier is used beneath the finished flooring so as to minimize the occurrence of sound transmission between units. The required IIC 60 standard is intended to assist the Owner in reducing noise transmission only but does not negate the Board of Directors' ability to take appropriate action if a noise transmission arises after the installation.

7. Material Installation Misrepresentation

It shall be the sole responsibility of the Owner to ensure that the proposed and approved materials listed on the "Renovation Request Form" are the actual products installed. The Corporation's approval is based solely on the information provided on the "Renovation Request Form". Any misrepresentation as to the scope of work and products installed will be considered a breach of these Rules.

8. Areas rugs be used after installation

A minimum of 70% of the hard surface flooring, including all hallways and other high traffic areas, must be covered by area carpets to absorb traffic noise within a suite.

9. Denial of Approval

The Board of Directors may, in its sole discretion, deny approval of any flooring renovation which does not meet the requirements set out in these Rule and/or where there have

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 734
(the "Corporation")

D49

Pursuant to Section 58 of the *Condominium Act, S.O. 1998 c.18 (the "Act")*

RULES REGARDING IN-SUITE FLOORING

WHEREAS:

- A. The Corporation has a duty to ensure compliance by owners and occupants of residential units with the provisions and requirements of the Act and Declaration;
- B. Section 20 of the Declaration provides that no unit shall be occupied or used by anyone in such a manner as is likely to unreasonably interfere with the use or enjoyment by other unit owners of the common elements or the other units;
- C. Section 17(3) of the Act requires that the Corporation take all reasonable steps to ensure that owners comply with the Act, as well as the Corporation's Declaration, By-laws and Rules;
- D. The Board of Directors of the Corporation has the requisite 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 the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units;
- E. The Board of Directors and Property Management of the Corporation are committed to maintaining the Corporation as a desirable place to live on Bay Street;
- F. The intent of these Rules is to deal proactively with the potential conflict that exists as a result of possible noise transmission within the high-rise communal living arrangement by balancing the interest of an individual unit owner in wanting to change flooring from time to time against the interest of a neighbouring unit owner desiring the quiet enjoyment of his/her unit;
- G. The units within the Corporation were originally constructed with a builder's finish of "good quality" broadloom and underlay on a concrete slab in all areas of the units with the exception of the kitchens, bathrooms, and some foyers. The broadloom and underlay flooring served to reduce noise transfer between units;
- H. The increasing tendency among unit owners to replace the original broadloom and underlay flooring with hard flooring surfaces has increased the possibility of nuisance noise transmission between units;
- I. The Board of Directors discourages, but does not currently intend to entirely restrict the installations of hard floor surfaces, with the exception of bedrooms where hard surface flooring is not permitted;
- J. It is in the interest of all unit owners to ensure that noises are not transmitted from one unit to another.

NOW THEREFORE BE IT ENACTED AS RULES, AS FOLLOWS:

1. Definitions:

In these Rules,

- (a) "Owner" shall mean "Owner" as defined in the Act for purposes of compliance with the Act, Declaration, By-laws and Rules and includes owners, occupants and/or tenants or licensees, their families, visitors, guests and employees or agents of any of the above;

D48

NOTICE

Rules Regarding In-Suite Flooring

To All Unit Owners:

There is an increased tendency among unit owners to replace the original broadloom and underlay flooring with hard flooring surfaces. The broadloom and underlay flooring served to reduce noise transfer between units. The result has been an increased likelihood of nuisance noise transmission between units.

While our Declaration provides that no unit shall be occupied or used by anyone in such a manner as is likely to unreasonably interfere with the use or enjoyment by other unit owners of the common elements or the other units, there continues, it seems, to be some confusion concerning an owner's choice of flooring for his/her unit, and the degree of sound transmission to other units that might result. Because of the substantial investment often associated with replacement flooring, it is difficult to address concerns about sound transmission after the fact.

To deal with this matter proactively, and in an effort to avoid circumstances where the use and enjoyment of your units is interfered with as a result of noise transmission, the Board has passed Rules Regarding In-suite Flooring. Attached please find a copy of these Rules of Metropolitan Toronto Condominium Corporation No. 734, which Rules were duly passed by the Board of Directors on September 18, 2006.

The intent of these Rules is to deal proactively with the potential conflict that exists as a result of possible noise transmission within the high-rise communal living arrangement by balancing the interest of an individual unit owner in wanting to change flooring from time to time against the interest of a neighbouring unit owner desiring the quiet enjoyment of his/her unit;

The Board of Directors and Property Management of the Corporation are committed to maintaining the Corporation as a desirable place to live on Bay Street. More importantly, it is in the interest of all unit owners to ensure that noises are not transmitted from one unit to another.

The Board of Directors proposes that these Rules will become effective on October 31, 2006.

Unit owners have the right to requisition a meeting under Section 46 of the *Condominium Act, 1998* (the "Act"). Pursuant to Section 58(7) of the *Act*, the Rules will not become effective until:

- (a) the unit owners approve the Rules at a meeting of owners, if the Board of Directors receives a requisition for the meeting under Section 46 within 30 days after the Board of Directors has given notice of the rules to the owners; or
- (b) 30 days after the Board of Directors has given notice of the rule to the owners, if the Board of Directors does not receive a requisition for the meeting under Section 46 within those 30 days.

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.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 734

Per:



Name:

Date: SEPT 18, 2006

I have authority to bind the Corporation

D47

Form 5
Condominium Act, 1998

SUMMARY OF LEASE OR RENEWAL FOR STANDARD CONDOMINIUM
(clause 83 (1) (b) of the *Condominium Act, 1998*)

TO: **Metropolitan Toronto Condominium Corporation No. 734**

1. This is to notify you that: a written or oral lease, sublease, assignment of lease (*strike out whichever is not applicable*)

OR

a renewal of a written or oral lease, sublease, assignment of lease (*strike out whichever is not applicable*)

include any parking or storage units that have been leased

has been entered into for:

Unit _____, Level _____
Parking Unit(s) _____, Level(s) _____
Locker Unit(s) _____, Level(s) _____

on the following terms:

Name of lessee(s) (or sublessee(s)): _____

Telephone number: _____ Fax number, if _____

Commencement date: _____ Termination date: _____

Option(s) to renew: _____

Set out details

Set out amount and when due

Rental payments: _____

at the option of the owner

Other information: _____

- 2. I (We) have provided the lessee(s), sublessee(s) (*strike out whichever is not applicable*) with a copy of the declaration, by-laws and rules of the condominium corporation.
- 3. I (We) acknowledge that, as required by subsection 83(2) of the *Condominium Act, 1998*, (we) will advise you in writing if the lease, sublease, assignment of lease (*strike out whichever is not applicable: lease, sublease, assignment of lease*) is terminated.

Dated this _____ day of _____, 200 ____.

Signature of owner(s)

Print name of owner(s)

Address of owner(s)

Telephone number

Fax number, if any

D46

SCHEDULE B

TENANT'S/RESIDENT'S UNDERTAKING AND INFORMATION SHEET

Metropolitan Toronto Condominium Corporation No. 734

Unit _____ Level _____ Suite _____
 Parking Unit _____ Level: _____
 Tenant's License Number _____ (if applicable)
 Municipal Address: Suite _____, _____
 Landlord's Name: _____
 Landlord's Permanent Address: _____
 Telephone No.: _____
 Term of the Lease: _____ months _____
 Commencement Date: _____

I/We, _____ the undersigned, as tenant(s) of Suite No. _____, _____, being Unit _____, Level _____, according to Metro Toronto Condominium Plan No. 734 (the "Suite"), do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said unit that I/we shall comply with the provisions of the Condominium Act, S.O. 1998, c.19 and Regulations thereto (the "Act"), and all subsequent amendments thereto and also the declaration, By-laws and Rules of Metro Toronto Condominium Corporation No. 734 (the "Corporation").

I/We acknowledge that I am/we are subject to the provisions contained in the Act, Declaration, By-laws and Rules of the Corporation.

I/We further acknowledge receipt of the Declaration, By-laws and Rules of the Corporation.

I/We intend to occupy the Suite with the following persons:

1. _____
2. _____
3. _____
4. _____

as our residence for the stated term of the lease accompanying this Information Form and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the Suite, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/We further acknowledge and understand that in the event that I/We or any occupant residing in the Suite contravenes the provisions of the Declaration, By-laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Act.

DATED this _____ day of _____, 200.

Name:

Name:

D45

SCHEDULE A

OWNER'S UNDERTAKING AND INFORMATION SHEET

Metropolitan Toronto Condominium Corporation No. 734

Unit _____ Level _____ Suite _____
 Parking Unit _____ Level _____
 Tenant's License Number _____ (if applicable)
 Municipal Address: Suite _____, _____
 Telephone No.: _____

I/We, _____ the undersigned, as owner(s) of Suite No. _____, _____, being Unit _____, Level _____, according to **Metropolitan Toronto Condominium Corporation No. 734** (the "Suite"), do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said unit that I/we shall comply with the provisions of the Condominium Act, S.O., 1998, c.19 and Regulations thereto (the "Act"), and all subsequent amendments thereto and also the Declaration, By-laws and Rules of Metropolitan Toronto Condominium Corporation No. 734 (the "Corporation").

I/We acknowledge that I am/we are subject to the provisions contained in the Act, Declaration, By-laws and Rules of the Corporation.

I/We further acknowledge receipt of the Declaration, By-laws and Rules of the Corporation.

I/We intend to occupy the Suite with the following persons:

1. _____
2. _____
3. _____
4. _____

as our residence and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the Suite, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

DATED this _____ day of _____, 200.

Name:

Name:

10. A unit which is subject to a lease may not be sublet by the tenant and the Owner may not consent to a sub-lease of a unit, unless the Owner complies with these Rules, with necessary modifications(i.e., as though references to "tenant" are references to "sub-tenant" and references to "lease" are references to "sub-lease", etc...).
11. A lease may not be assigned by a tenant and the Owner may not consent to an assignment of a lease, unless the Owner complies with these Rules, with necessary modifications.
12. Any person who occupies a unit in breach of these rules shall be deemed a trespasser and entry to or upon the common elements may be expressly denied by the Corporation.

DATED at Toronto this *14th* day of *September*, 2006.

D43

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 734
(the "Corporation")**

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

RULES REGARDING TENANCY AND THE OCCUPATION OF UNITS:

WHEREAS:

- a) The Corporation has a duty to ensure compliance by Owners and occupants of residential units with the provisions and requirements of the Act and Declaration; and
- b) The Board of Directors of the Corporation 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, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units;

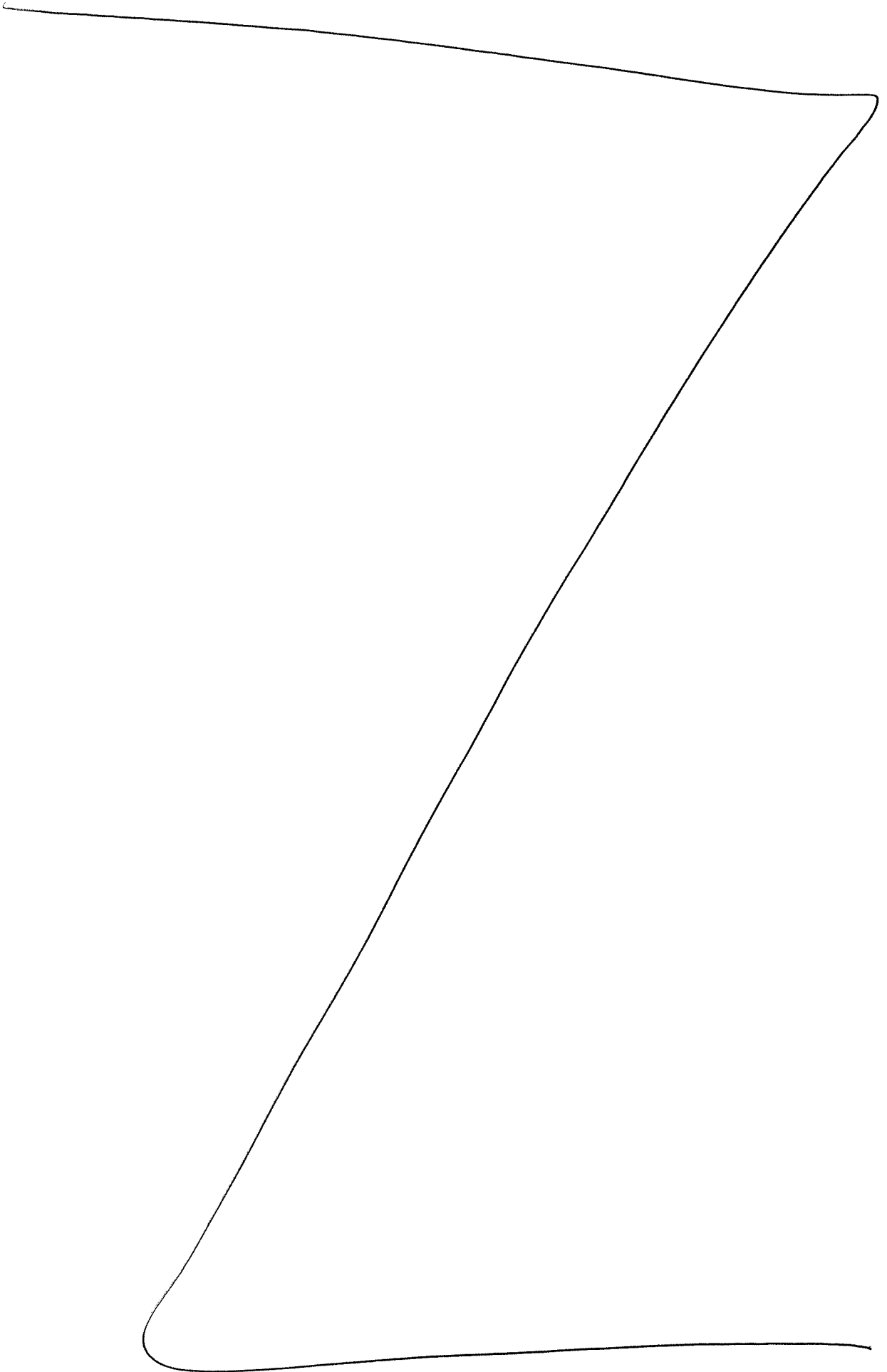
NOW THEREFORE BE IT ENACTED AS RULES, AS FOLLOWS:

- 1. No residential unit shall be used for any "transient" use, including, but without limiting its general meaning, any of the following:
 - (i) hotel or boarding or lodging or rooming house use; and
 - (ii) the disposition of an Owner's or tenant's right to occupy the unit whereby the party or parties acquiring such interest or right is or are entitled to use or occupy the unit on a transient use basis or under any arrangement commonly known as time sharing.
- 2. For the purposes of the Rules, any "transient" use of the unit includes, but without limiting its general meaning, the use or occupancy of a unit for more than one (1) period of less than six (6) months in any particular period of twelve (12) consecutive months.
- 3. The initial term of any lease or sublease shall be for a period of not less than one (1) year, except where the Owner intends to complete a sale of the unit upon the expiry of the lease, in which case the lease may be for a term of less than one (1) year. All tenancies for units shall be in writing.
- 4. Within thirty (30) days of entering into a lease or a renewal thereof, and in any event prior to the commencement of the tenancy, the Owner shall deliver to:
 - a) the tenant, copies of the Declaration, By-laws and Rules of the Corporation;
 - b) the Corporation, the name of the tenant;
 - c) the Corporation, the Owner's address for service of notices; and
 - d) the Corporation, a Summary of Lease in Form 5 Min.Reg:49/01 or a copy of the lease in accordance with S.83 (1)(b) of the *Condominium Act, 1998*.
- 5. Prior to anyone moving into a unit, each Owner shall complete the Owner's Undertaking and Information Sheet (Schedule "A") and shall ensure that any tenant and/or resident of the Owner's unit complete the Tenant's/Resident's Undertaking and Information Sheet (Schedule "B"), and both must be subsequently revised when required. This information is kept totally confidential and is necessary for the safety and security of the Residents of the Corporation.
- 6. Where lease arrangements are with the Corporation, partnership or other business entity, as Tenant, the Residents are to be considered along with the Corporate Tenant for purposes of these Rules and a change in the Residents residing in the unit shall be treated as a Tenant taking possession of the unit pursuant to a new lease and must be in compliance with these.
- 7. If a lease of a unit is terminated and not renewed, the Owner shall notify the Corporation in writing within seven (7) days thereafter.
- 8. No unit shall be occupied and used for any purpose other than residential and no portion of the unit shall be partitioned or subdivided for any other use or for multiple family use as defined according to the City of Toronto Zoning By-law.
- 9. In circumstances where efforts to obtain compliance of the Owner/resident with this Rule are unsuccessful, the Corporation, with the assistance of legal counsel, will enforce the Rule by legal means, including, but not limited to, the termination of the tenancy or license arrangement in accordance with enforcement proceedings pursuant to the Act, and in such event, the Owner shall be directly responsible to reimburse the Corporation for its full legal costs on a substantial indemnity basis.

D44

10. A unit which is subject to a lease may not be sublet by the tenant and the Owner may not consent to a sub-lease of a unit, unless the Owner complies with these Rules, with necessary modifications(i.e., as though references to "tenant" are references to "sub-tenant" and references to "lease" are references to "sub-lease", etc...).
11. A lease may not be assigned by a tenant and the Owner may not consent to an assignment of a lease, unless the Owner complies with these Rules, with necessary modifications.
12. Any person who occupies a unit in breach of these rules shall be deemed a trespasser and entry to or upon the common elements may be expressly denied by the Corporation.

DATED at Toronto this *14th* day of *September*, 2006.



D48

1. (the "Corporation")

NOTICE

Rules Regarding Security Access

To All Unit Owners:

Polo One is constantly working to improve the level of security in our building for the benefit of all our residents. Over the past number of years, a large number of access cards and garage security fobs have been issued to residents. As our building has a significant turnover of residents, especially because of our large student population, a large number of access devices have been given out over the years. The Board of Directors and Building Management is concerned that they are a significant number of access devices that either are not in the hands of current residents or are superfluous to current resident's needs.

In addition, there has been an increasing tendency among unit owners/residents to obtain multiple new access cards and remotes without reporting stolen/lost/transferred access cards and remotes further compromising building security.

Management is also concerned over renting of parking spots to non-residents and non-resident parking in allocated or visitors' parking or unofficial loan or transfer of remotes. It is in the interest of all unit owners and residents to ensure their parking spots are not rented to non-residents, their visitors' are registered with Concierge and Visitors Park their vehicle in visitors' parking only.

To address all the above issues, the Board of Directors has passed a new Security Rule which will assist the building in controlling the number of access devices to protect the security of all residents as well as the building. The Board has created a Rule which balances the security needs of the building with the ability of bona-fide residents to have ease of access to Polo One. The Rule includes flexibility to address residents who have unique access issues.

An essential tenet of the Rule is that *on average* each resident only requires one access card and that access cards and garage fobs will be only available to building residents who are registered with the Property Management Office. Owners who are renting out their units are required to have all occupants named on annual leases. Security access devices will not be provided to occupants who are not registered with the office and listed on leases.

As part of increasing Building security, management will be reviewing all access devices currently active and confirming that these are in the hands of bona fide residents. Cards that do not meet this requirement will be deactivated. Attached to this information package is a resident information form which we are requesting all owners/tenants to fill out to update building records including information on access devices.

The Board of Directors and Property Manager of the Corporation are committed to maintaining the Corporation as a desirable, safe and secure place to live on Bay Street. Management does not want to unreasonably restrict a resident's ease of access to the building but needs to take reasonable action to protect the security and safety of the building and its residents

D49

It is in the interest of all unit owners to ensure that the building has a high level of security.

Rules, as deemed necessary and altered from time to time by the Corporation, shall be binding on all unit owners, tenants and Occupants, their families, guests, visitors, employees, servants and agents.

We appreciate your support in this important security issue.

The Board of Directors proposes that this *Rule will become effective on September 1st, 2011.*

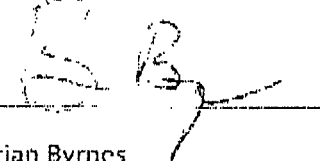
Unit owners have the right to requisition a meeting under Section 46 of the Condominium Act, 1998 (the "Act") Pursuant to Section 58(7) of the Act, the Rules will not become effective until:

1. unit owners approve the Rules at a meeting of the owners, if the Board of Directors receives a requisition for the meeting under Section 46 of the Act within 30 days after the Board of Directors has given notice of the rules to the owners, or
2. 30 days after the Board of Directors has given notice of the rule to the owners, if the Board of Directors does not receive a requisition for the meeting under Section 46 within those 30 days.

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 (2) years is not effective until the owners approve it, with or without amendment, at a meeting called for that purpose.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION No. 734

Per:



Name Brian Byrnes

Date: July 8/2011

I have authority to bind the Corporation

D50

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 734
METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 734

WHEREAS the following rule(s) made by the Board of Directors (the "Board") of Metropolitan Toronto Condominium Corporation No. 734 (the "Corporation" or "Polo 1") pursuant to the *Condominium Act, 1998*, as amended (the "Act") shall be observed by all Unit Owners and any other person(s) occupying the unit with the Unit Owner's approval including, without limitation, members of the Unit Owner's family, occupant, resident, servant, agent, tenants, subtenant, guests and invitees and of those at law that the Unit Owner is responsible for (collectively, the "Invitee").

AND WHEREAS the Board of Directors, in accordance with the Act, has the power to make rules respecting the use of the common elements and units, or any of them to:

- (a) promote the safety, security or welfare of the Unit 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.

Therefore be it enacted as a rule of the Corporation as follows:

SECURITY RULE(S)

Any loss, cost or damage incurred by the Corporation by any breach of the rules in force from time-to-time, by any Unit Owner or the Invitee of the Unit Owner shall be borne by such Unit Owner and may be recovered by the Corporation against such Unit Owners in the same manner as the common expenses pursuant to the Act and in accordance with Section 36 of the Declaration.

Polo 1 uses remote control devices with programmed access cards and transponders to control and facilitate the ingress and egress to and from the common areas of the Corporation.

These rules will replace any other regarding entry/exit devices.

DEFINITIONS

1. ACCESS CARDS

An "Access Card" is a programmable device designed to provide ingress and egress to and from the common areas of the Corporation including the lobby, locker areas, recreational change rooms and bicycle storage.

2. TRANSPONDERS

For the purpose of these rules, a "Transponder" is any programmable technology or device designed to provide the same function as a remote control or keyless entry used in conjunction with the security system of Polo 1 to allow and facilitate the entry and exit of any authorized vehicle into and out of the Corporation's underground parking garage.

3. **RESIDENT:**

For the purpose of these rules, a "Resident" of a unit or the Invitee, who resides in the unit as their primary place of residence, including any member of the Unit Owner's or the Invitee's family, who meets the same residency requirements as the Unit Owner or the Invitee.

4. **GENERAL:**

The Access Cards and Transponders are and shall remain, at all times, the property of the Corporation and are provided for the exclusive use of a Resident.

On the closing date of sale of a unit, all Access Card(s) and Transponder(s) will be de-activated and shall be returned to Property Management by the Unit Owner. Each Access Card or Transponder is **NOT** transferable.

Under no circumstances shall the Access Cards or Transponders be made available to anyone other than a Resident to whom it is registered, unless prior arrangements have been made with Property Management pursuant to these rules. The Resident to whom the Access Card or Transponder is registered will be responsible for any breaches to the security system using their Access Card and/or Transponder and/or for any resulting property damage, injuries, claims and liabilities that may arise as a result of the breach.

5. Each individual resident, for whom complete and up-to-date information is on file, shall subject to these rules, receive one (1) Access Card, up to the maximum number of cards per unit as follows:

Bachelor Unit: 2 Access Cards

One (1) Bedroom Unit: 2 Access Cards

Two (2) Bedroom Unit: 3 Access Cards

Please Note: No access card will be issued to a resident whose name is not on the lease.

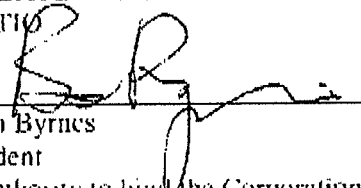
No Resident who is under twelve (12) years of age shall receive an Access Card.


- 6. A Resident shall be entitled to one Transponder for each parking spot and he/she shall not receive more Transponders than the number of parking spaces he/she has use of.
- 7. Loss of Access Cards or Transponders must be reported immediately to Property Management in order for Property Management to deactivate the lost or stolen Access Cards or Transponders. If the Resident wishes a replacement Access Card or Transponder, the Resident must make a written request for same to the Property Management setting out the circumstances for the replacement. In the event that the Access Card or Transponders is lost or stolen, replacements of either the Access Card or Transponder is available for the fee set by the Board of Directors from time-to-time and is to be paid at the time of pick-up.
- 8. All Residents to the building are required to use their Access Card to enter the building. Security will not open the door for a Resident except in exceptional circumstances. All non-residents to the Corporation (guests, relatives, friends, caregivers, agents or other like persons) are required to use the security phone in the entrance vestibule to directly contact the Resident and be buzzed in. Security will not open the door to visitors except in cases where a Resident has pre-authorized a non-resident's access with security, upon the Resident completing the proper form for affecting such entry.

9. If a visitor(s) will be staying as a temporary guest(s) of the Resident in the Resident's unit (a "Guest") for a consecutive period of fourteen (14) days or more, a temporary Guest card may be issued to each Guest(s) upon written request to the Property Management being made for the same, at least five (5) days prior to the date the card is required. Before any such Access Card may be issued, all contact and like information relevant to the Guest(s), as requested by Property Management, must be provided together with the payment of a coordination fee and deposit totaling **\$75.00 for each card**. Security of five dollars (\$5.00) of this amount with respect to each card(s) is refundable upon return of the card(s).
10. Temporary cards are registered to the Resident and Guest(s) and are not transferable and will be programmed to be active for maximum of thirty (30) days before being deactivated at the discretion of Property Management.
11. Persons may apply in writing for an exemption from the above rules on the basis of compassionate and/or disability or like grounds. Application for exemption must be addressed to the Board, and set out in detail the exemption that is being sought, the full details as to why the exemption is being sought and must provide the Board (or its agent) with evidence supporting their request for an exemption. The Board (or its agent) may require that the Resident applying for the exemption meet with its designated representatives, and/or may require further documentation or other information from the Resident, to assist in arriving at its decision, relevant to the request. A decision in writing will be sent to the Resident making the request.
12. All Access Card and Transponder information must be kept current by the Resident with the Corporation via Property Management. The Board reserves the right to have Property Management contact Residents as required to get updated information on the current cards or Transponders held by Residents and their Access Card or Transponder identifying numbers. Failure to respond to a request from Property Management for Access Card or Transponder information within a reasonable period of time may result in the cancellation of that Access Card or Transponder until the information is confirmed with Property Management.
13. Where in the Corporation's sole discretion is determined that an Access Card or Transponder has been improperly used, including the violation of the foregoing Rules, the Corporation shall have the right to deactivate either the Access Card and/or the Transponder for such period of time as it deem reasonable so as to manage the risk of the Corporation effectively.
14. The Corporation shall be indemnified and held harmless by a Unit Owner and/or Resident shall be collectible as common expenses in respect of any loss or damage to property or person including all legal fees (the "Losses"), sustained by the Corporation as a direct or indirect result of any act or omission of a Resident specifically in respect of any use or misuse of an Access Card or Transponder and all such losses.

The forgoing rules have been passed by the Board of Directors of Metropolitan Toronto Condominium Corporation No. 734 on June 14, 2011 served upon Unit Owners on July 26, 2011 and became effect as of September 1, 2011.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION

Per: 
 Name: Brian Byrnes
 Title: President
 I/we have authority to bind the Corporation.

Per: 
 Name: Lorna McCormick
 Title: Director
 I/we have authority to bind the Corporation.

