

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO.
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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:

Rule No. XX

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 _____, _____, 2011 served upon Unit Owners on _____, _____, 2011 and became effect as of _____, _____, 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.