



RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

ESSEX 2

The following rules shall be observed by each owner, and the term "owner" shall include the owner of any unit in the condominium corporation and any other person(s) occupying the unit with the owner's approval, including without limitation, a dwelling unit owner's family members, tenants, invitees and/or licensees:

1. No addition, alteration, or improvement to the common elements, including any decoration or painting of any kind, shall be made to any portion of the common elements, without the prior written approval of the board, and without the execution of an AAI Agreement [as such term is defined in the declaration of the Condominium (the "Declaration"), and as contemplated by section 98(l)(b) of The Condominium Act 1998, S.O. 1998, as amended (the "Act")], entered *into* pursuant to (or in accordance with) the provisions of the Declaration.
2. Water shall not be left running unless in actual use, and no waste, garbage, rubbish, or noxious or unusual substances shall be disposed into (or down) any toilet, sink or drain. No garburator, nor any in-suite garbage disposal equipment or system, shall be installed or connected to any plumbing or drainage pipe or system serving any of the dwelling units, unless same is installed or connected by or on behalf of the Declarant. Any costs resulting from damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the owner who has (or whose family, guests, visitors, servants or agents have) caused such damage.
3. Save as otherwise hereinafter provided with respect to election advertising posters, no sign, notice, advertising material, door knocker, wreath or other object shall be inscribed, painted, affixed, hung or placed on any part of the outside of any unit (nor on the inside of any unit visible from the outside thereof), nor upon or within any portion of the common elements whatsoever, without the prior written consent of the board; and
4. No tinted, coloured, mirrored or foil-lined interior window treatments or coverings shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s).
5. No awnings, shades or shutters shall be erected over and/or outside of any windows, patios, balconies and/or front/rear yard areas, nor shall any exterior doors be removed, replaced or changed in any way, without the prior written consent of the board. No screen or storm doors or windows shall be installed within any existing door or window openings which form part of the common elements without the prior written consent of the board.
6. No hazardous, combustible or offensive goods, products, or materials shall be stored or kept in the units or common elements, without the prior written consent of the board.
7. No owner shall do, or permit anything to be done in or from his or her unit, or bring or keep anything therein, which will in any way increase the risk of fire, or the rate of fire insurance premiums with respect to any of the units or the Corporation itself, or on property kept therein, nor obstruct or interfere with the rights of the other owners, nor in any way injure or annoy them, nor conflict with the regulations of the relevant fire department, or with any insurance policy carried by the Corporation, nor conflict with any of the rules and ordinances of the local board of health, or with any municipal by-law or any provincial or federal statute or regulation.

8. Nothing shall be placed on the outside of window sills or projections, nor upon any patio, balcony and/or terrace railings, without the prior written consent of the board, and nothing shall be thrown or swept out of any windows, doors, patios, balconies and/or front/rear yard areas, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors, patios, balconies and/or front/rear yard areas, nor from any other portion of the common elements.
9. No one shall place, leave or permit to be placed or left in or upon the common elements (including those of which he or she has the exclusive use) any waste, debris, refuse or garbage except in those areas designated by the board or the manager as a central garbage depository, and only on those days and times as are designated by the board or the manager from time to time. In an effort to promote recycling, the residents shall sort out their garbage into designated recycling bins located within the designated garbage room/drop-off area(s) situate on levels 1 or A in this Condominium.
10. No one shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the board or the manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners.
11. Owners shall not overload existing electrical circuits and plumbing facilities in their units.
12. No auction or garage sale shall be held in the units or on the common elements.
13. Save as otherwise provided or contemplated in the declaration of the Corporation, the sidewalks, passageways, walkways, fire routes and driveways used in common by the owners shall not be obstructed or used for any purpose other than for ingress and egress to and from the units and/or the common elements.
14. No hanging or drying of clothes shall be allowed on (or within) any portion of the common elements, and no pulley clothesline or other similar apparatus shall be affixed to any unit or common element area.
15. a) All vehicles parked within the confines of the Condominium (whether belonging to owners, residents, visitors or otherwise) must have proper license plates and be in road-worthy condition. Failure to comply with the foregoing shall entitle the Corporation to give the owner or custodian of such vehicle notice to remove same forthwith from the Condominium premises, and any failure to remove same after such notice shall entitle the Corporation to do so, all at the owner's sole cost, risk and expense (and to collect all such charges in the same manner, and to the same extent, as common expenses, and with corresponding lien rights similar to the case of common expense arrears).
b) Only an automobile, motorcycle, station wagon, mini-van or truck, not exceeding 1.9 metres in height, shall be parked in a designated parking space and/or parking unit. No boat, snowmobile or recreational vehicle, nor any machinery or equipment whatsoever, shall be parked or stored on any portion of the common elements, nor in a designated parking space or parking unit. No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on the common elements, or in any parking unit. No motor vehicle shall be driven on any part of the common elements other than on a driveway or designated parking area; and
c) The motor vehicles of visitors may be parked only in those parking spaces clearly marked or designated for visitors. Visitors must obtain a visitor parking permit from the Condominium's concierge or gatehouse security personnel (if applicable), in order to be allowed to park between the hours of 2:00 a.m. and 7:00 a.m., failing which the vehicle of any such visitor shall be tagged and/or towed away at the expense of the respective vehicle owner. The vehicles of owners and/or residents which are parked in the visitor parking areas will also be tagged and/or towed away at the expense of the respective owner or resident (as the case may be).

16. Save and except for the communication control unit (designated as Unit 1 on Level 7) and the exclusive-use common element areas appurtenant thereto, no television antennae, satellite dish, aerial, tower or similar structure (nor any appurtenances thereto) shall be erected on, or fastened to, any unit or on any portion of the common elements, without the prior written consent of the board.
17. No portable or window air-conditioning unit (or any appurtenances thereto) shall be installed within any unit or common element area.
18. a) Only planter boxes and/or seasonal furniture shall be placed on or within any patio, balcony or terrace area(s), provided same have first been approved by the board or the Corporation's manager, and no patio, balcony or terrace area shall be used for any storage purposes whatsoever;
- b) No one shall harm, mutilate, alter, liner, uproot or remove any of the landscaping work on the common elements (including without limitation, the grass, plants, hedges, shrubs, flowers or trees), nor place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the common elements, without the prior written consent of the board or the Corporation's manager, provided however that the foregoing shall not be construed as preventing any owner from planting and trimming his or her own small flowers and plants situated within any planter box located within any outdoor balcony, patio, or terrace area, the exclusive use of which has been designated or allocated to such owner's dwelling unit;
- c) No one other than the Declarant shall be permitted to plant or install, within the confines of any outdoor balcony, patio or terrace area (nor anywhere else within the confines of the Condominium) any trees, hedges, shrubbery or any other type of foliage or flora, without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefore approved by the board or the Corporation's property manager from time to time; and
- d) No one other than the Declarant shall be permitted to install any water feature(s) upon or within any outdoor balcony, patio or terrace area (nor anywhere else within the confines of the Condominium), without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefore approved by the board or the Corporation's property manager from time to time.
19. No owner shall be permitted to install, place, store or use any type of barbecue equipment or facility within any unit or common element area, save and except for a portable electric or natural gas barbecue (whose size and specifications have been approved by the board or the Corporation's manager) which is placed, stored and/or used solely within the outdoor exclusive-use terrace area appurtenant to an owner's dwelling unit, in accordance with Schedule "F" of the declaration. Any such natural gas barbecue can only be placed, stored or used within the outdoor exclusive-use terrace area appurtenant to an owner's dwelling unit provided that a natural gas outlet has been installed by the Declarant, or otherwise installed with the permission of the Corporation, within such outdoor terrace area. Under no circumstances, however, shall any propane barbecue be used or brought into the Condominium, nor shall any natural gas barbecue be placed, stored or used within any covered balcony or patio area.
20. a) No animals, reptiles, rodents, livestock or fowl of any kind shall be permitted within any unit or common element area, other than two (2) pets per dwelling unit, with the term "pet" being defined restrictively to include only:
- (i) a canary, a budgie, or any other small bird that is kept in a cage at all times;
 - (ii) a hamster, a gerbil, a guinea pig, a mouse or a rabbit that is kept in a cage at all times;
 - (iii) one or more turtles that are kept in an enclosed container at all times;
 - (iv) an aquarium of goldfish and/or tropical fish; and
 - (v) a dog or a cat (excluding pitbulls, dobermans, mastiffs, rottweilers, and any other similar breeds of dog that are customarily bred or trained as "guard dogs" or "attack dogs") that are sufficiently small

sufficiently small in both weight and size such that same can be easily lifted and carried throughout all portions of the common elements by the dog's or cat's owner (whenever such pet is being transported to and from such owner's dwelling unit).

- 20.b) No such pet that is deemed to be a nuisance by the board or the Condominium's property manager (in their sole and absolute discretion) shall be kept by any owner in any unit or in any part of the common elements. Each owner must ensure that his or her pet does not defecate and/or urinate upon any unit or common element area, and shall be obliged to clean up any mess that occurs thereon immediately thereafter. Should a pet owner fail to clean up after his or her pet as aforesaid, then the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks after receiving a written request from the board (or the Condominium's property manager) to remove such pet, permanently remove such pet from the property. All dogs and cats must be on a leash (or otherwise adequately constrained) when outdoors, all birds, rodents and/or turtles must be kept in their cage, and all pets must be carried by their respective owners whenever same are being transported throughout the interior common element areas, and must be accompanied by their respective owners at all times whenever same are within or upon the common elements. No breeding of animals, whether for sale or other purposes, shall be carried on within any unit and/or the common elements.
21. No unit owner shall permit or suffer the infestation of his or her unit (or any exclusive use common element area with respect thereto) by pests, insects, rodents or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the board as soon as the owner is aware of same, will render such owner liable for all costs and expenses incurred in having to eradicate such infestation from any other unites) and/or the common elements.
22. Any repair work creating (or likely to cause) any noise or disturbance shall only be permitted within the hours of 9:00 a.m. and 8:00 p.m.
23. Roller-skating, skate-board riding, bicycling, ball throwing, street games (i.e. ball hockey, soccer) and other similar activities are strictly prohibited upon the common elements or within any parking units).
24. No one shall restrict or prevent any candidate running for municipal, provincial or federal office (or his or her representative) from having access to or within the Condominium, between the hours of 9:00 A.M. and 9:00 P.M., in order to canvass at the door of each of the dwelling units or to campaign in the Condominium's lobby or other common meeting area. No more than two election advertising posters, each having a size or dimension of not more than 3 feet by 3 feet, may be displayed through the window(s) of any dwelling unit, or displayed within the exclusive use common element areas appurtenant to any dwelling unit. However, no election advertising posters shall be displayed within (or affixed to) any portion of the non-exclusive use common elements areas whatsoever.
25. All costs and damages incurred by the Corporation as a result of a breach of the rules by any owner shall be borne by such owner, and be recoverable by the Corporation against such owner in the same manner as common expenses.