

RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

The following rules shall be observed by each owner, and the term "owner" shall include the owner of any unit in the 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, and as contemplated by section 98(1)(b) of the Act], 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 and/or balconies, 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 and/or balconies, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors, patios and/or balconies, nor from any other portion of the common elements. No washing of balconies or terraces, which results in water overflowing or pouring onto any floor(s) below, shall be permitted.
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:
 - a) the residents of the dwelling units shall sort out their garbage into the designated recycling bins located within the residential garbage room/drop-off area situate on level 1 or A in this Condominium; and
 - b) the occupants of the commercial/retail units and commercial/office units shall place the garbage emanating from their respective units into their own garbage bins located within the commercial/retail garbage room unit on level 1 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 25) 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, litter, 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 situate 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 therefor 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 therefor 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:

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- (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 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).
- 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 unit(s) 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 unit(s).
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.

Element Club Rules

The embodiment of condominium living is "the communal" aspect of both ownership and lifestyle. The purchase of your dwelling unit brings with it the right to use and enjoy all of the recreational facilities and amenities intended to be shared by the owners, residents, tenants and invitees of the Element Condominium (hereinafter referred to as this or the "Condominium") with all of such recreational facilities and amenities, including any equipment and furnishings contained therein or utilized in connection therewith, being hereinafter collectively referred to as the "Recreation Facilities" or the "Element Club", or simply as the "Club".

Like every community, the Element Club must have rules and regulations to govern the conduct and affairs of its members or users, and these rules are a reflection of the mutual cooperation, consideration and respect that should be shown by each member or user to his or her neighbours. Element Entertainment District Inc. (the "Declarant") has established a set of rules governing the use and operation of the Element Club for adherence by the owners, residents, tenants and invitees of the dwelling units in this Condominium. None of the owners, tenants or occupants of any of the commercial/retail units in this Condominium shall be entitled to access to or use of the Recreation Facilities.

The Club rules initially adopted and imposed by the Declarant are rather comprehensive. While there is no intention to burden members and users of the Element Club with a multitude of overly-detailed and incomprehensible duties and obligations that are difficult to remember and enforce, it is nevertheless felt that the enclosed rules are logical (and for the most part, a matter of common sense), and have been designed to enhance the condominium lifestyle concept. Accordingly, you are urged to familiarize yourself with the rules of the Element Club annexed hereto, and to communicate same to members of your family, your tenants and/or guests intending to use the Recreational Facilities that your Condominium enjoys. A working knowledge of these rules will ensure that the Element Club is a pleasant and safe complex that offers the optimum of enjoyment and maximum usage of its facilities.

Finally, please keep in mind that the following rules are intended to be read and construed with all changes in gender and/or number as may be required by the context.

DEFINITIONS

In addition to the defined terms otherwise noted herein, the following words, terms and/or phrases shall have the meanings set out below:

The Act:

Shall mean the Condominium Act 1998, S. O. 1998, as amended (hereinafter referred to as the "Act"). For the purposes of clarity, the use of any words, terms or phrases defined in the Act shall have the same meanings respectively ascribed to them in the Act, whenever same are used or referred to in these rules.

Board or Board of Directors:

Shall mean the board of directors of the Condominium elected pursuant to the provisions of the Act.

Guest:

Shall mean any invitee(s), of any owner or tenant of a dwelling unit in the Condominium, provided such owner or tenant resides within (and is the current occupant of) such dwelling unit.

Manager:

Shall mean the property management company retained to manage the operation of the Element Club, or any of its authorized agents, employees, licensees and/or contractors, as the context may require. The Management Office shall mean the office situate within the Condominium designated for use by the Manager and its authorized agents, employees or representatives.

Owner:

Owner shall mean the registered owner of a dwelling unit within this Condominium.

Resident:

Shall mean an Owner or Tenant (as hereinafter defined) who resides within (and is the current occupant of) a dwelling unit within the Condominium.

Tenant:

Shall mean any lessee(s) of a dwelling unit within the Condominium.

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RECREATION FACILITIES

Hours of Operation: 6: 00 a.m. - 11: 00 p.m.

Identification/Access Cards

1. Each Resident of a unit shall apply for and obtain an identification/access/fob (device). Arrangements to obtain the fob (device) should be made with the Management office.
2. A Resident must carry the identification/access /fob (device) at all times.
3. Each suite may be issued with two (2) guest passes at any one time, which guest passes shall be issued upon such conditions, and upon payment of such charges, as the Manager may determine in its sole and unfettered discretion.
4. Guest passes and any Guest and/or Resident must produce identification/access/fobs (device), upon reasonable demand by the Manager. Upon the sale or lease of his or her dwelling unit, the Owner shall return all identification cards and guest passes to the Manager. In the event that an identification/access fob (device) or guest pass is lost or misplaced, a replacement cost shall be paid in the amount pre-determined by the Manager.
5. Non-resident Owners are not entitled to use the Recreation Facilities and cannot obtain or keep an identification/access fob (device) permitting his or her use of the Element Club.

A. General Rules:

1. No adult Resident shall permit more people to be present in any room than the maximum capacity posted within such room, pursuant to the requirements of the municipal fire department.
2. Residents are required to wear appropriate clothing, cover-ups, robes and footwear while walking throughout the common element areas and through the Club. The Element Club is private property; therefore, topless females or nude sunbathing and/or swimming is prohibited.
3. Each Resident must accompany his or her Guest(s) in the Club at all times.
4. Each Resident is responsible for ensuring that his or her Guest(s) is fully aware of all rules and regulations.
5. Smoking is not allowed at anytime in the Club, nor anywhere in the indoor and the outdoor amenity areas, nor any of the common areas and grounds except areas designated by the Board or Manager.
6. Persons under the age of 16 are not permitted to use the Recreation Facilities without the supervision of an adult Resident at least 16 years of age or older. Restrictions, by age, for specific facilities are listed throughout the remainder of these rules.
7. Radio or tape recorders, CD players (except the use of personal battery operated stereo equipment with headphones at a volume such that same is not audible to others) are not allowed in the Element Club.
8. Pets are not allowed in the Club at any time. All pets must enter and exit via the side entrances of the building. Visitors are not authorized to bring pets onto the common elements.
9. The use of the Recreation Facilities may be restricted during any organized activities of the Condominium and/or the Declarant.
10. Food and beverages shall only be allowed in designated areas of the Club.
11. The cost of any damage to any of the Recreation Facilities by a Resident and/or Guest(s) will be borne by (and be the sole responsibility of) the Owner.
12. Boisterous behavior of any sort, including yelling, running or rowdyism and other general forms of misconduct are not permitted within the Recreation Facilities at any time, and any persons who commit same may be ejected from the Recreation Facilities by the Manager. The Manager shall have the unfettered discretion to determine what constitutes "boisterous behavior".
13. Scooters, Roller-skating, roller-blading, skate-board riding, ball playing and any other similar activities are strictly prohibited upon the common elements interior or exterior. Residents are required to carry their gear to the outside municipal sidewalk area.

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3. Any application form supplied by the management office to the applying party, (applicant) shall be completed in full and signed by the applicant and returned to the Manager.
 4. The Manager shall request, and the applicant shall provide, a security/cleaning deposit, in such sums as the Board may determine at the time of reservation. If this security cleaning deposit is not paid to the management office by the way of certified cheque, or bank draft, at least two weeks prior to the reserved date, then the management office shall cancel the reservation.
 5. Subsequent to any event being held within the Rooms the Manager or his staff shall determine if any damage has been occasioned to either of the Rooms and shall notify the Resident who rented either of the Rooms in writing as to their determination. In the event that any damage has not been occasioned to the Room(s) then the security/cleaning deposit less cleaning charges shall be returned to the Resident who used the Room(s). In the event that there is damage, the Manager shall be empowered to apply the security/cleaning deposit first against any and all damage. In the event the deposit is insufficient to the pay for the damage and cleaning expenses, then the Resident shall immediately reimburse the Manager for all sums expended by the Manager in excess to the security deposit amount to repair the damage and clean the Room(s).
 6. Reservations must be cancelled no later than 14 days prior to the reserved date, except if the reservation is on a designated holiday, in which case the cancellation must be made at least one month in advance of the reserved date, and any cancellations within the final month prior to the reservation date shall result in the forfeiture of the security/cleaning or deposit.
 7. Noisy or rowdy behaviour is prohibited within either of the Rooms.
 8. No excessive music levels which disturb the quiet enjoyment of the other Residents shall be permissible in either of the Rooms.
 9. All functions within the Rooms must be terminated as of 12:30 a.m. and the Rooms thereafter immediately vacated by all Residents and/or Guests.
 10. A security guard, pursuant to the terms and provisions of the declaration of this Condominium, must be retained to monitor the access to and egress from the Rooms during the reserved event. Such security guard shall be reimbursed or compensated by the party in whose name the reservation has made.
 11. In no case shall liquor be sold, whether for profit or otherwise, at any function within the Room(s).
 12. Only events organized by the corporation, a Resident, or the Declarant, shall be permitted within the Rooms. However, the Board shall not restrict access and use of these Rooms based on the desired use of same, provided any such use is not inconsistent with the facilities, furnishings and/or equipment contained therein.
 13. The decision as to what programs may be viewed on the TV shall be decided on a first-come, first-serve basis. In the event that normal television programming is requested or desired to be watched by any Resident, then the Resident who first arrived shall have the use of such TV for a period of one hour, or until the show that he or she is watching is over, whichever is sooner. Video games are not permitted to be played on the television.
 14. In the event that a Resident wishes to view a video/dvd movie within the Rooms, then he or she shall book the use of the TV with the Concierge desk or the Manager, which booking shall be posted upon the wall of the Rooms.
 15. The viewing of pornographic or x-rated videotapes is strictly prohibited within the Recreation Facilities.
1. **Resident Bicycle Storage (If Applicable)**
1. The use of the Resident bicycle storage is restricted to persons residing in this Condominium. Resident bicycle storage is available on a first-come first-served basis. A separate temporary visitor's bicycle storage area is available for the Guests of Residents.
 2. Residents must register their bicycle(s) with the Manager.
 3. Upon registration, a designated bicycle rack will be made available for use.
 4. Residents are required to provide their own locks.
 5. Bicycles are stored at your own risk.
 6. Any bicycles or locks found unregistered will be removed from the bicycle room and disposed of accordingly.

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7. Bicycles are not permitted in the common areas of the building, and must either be stored off-site or in the designated bicycle storage area.

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J. Barbecue Rules

1. The use of the facility is restricted to residents and their guests. Resident must accompany his/her guest(s) at all times when using the barbecues.
2. The number of guests per suite allowed in the barbecue area shall not exceed two (2).
3. Children must be supervised and accompanied by an adult at all times.
4. No booking is required; barbecues and tables are available on a "first-come-first-serve" basis.
5. No barbecues or tables may be reserved prior to actual use. If there are people waiting to use the barbecue, please be considerate.
6. One barbecue per suite is allowed.
7. Each suite should not use the barbecue more than one & a half (1 ½) hours.
8. Please turn gas off after each use.
9. Each user must clean-up after using a barbecue by cleaning the grill surface with the wire brush provided. Clean up may be waived if another person is waiting to use the barbecue and agrees to take over the existing fire and clean up after.
10. All garbage must be wrapped, tied and placed in the disposal containers.
11. When a meal is completed, the table must be cleaned off and vacated to provide room for another group.
12. The Resident(s) is/are responsible for personal injuries, losses, liabilities or damage of property, caused or occasioned by his/her Guests. In case there has been damage occasioned to the barbecue equipment or surroundings by the Residents or their Guests, then the Manager shall provide a written report to the resident, along with an invoice for payment of all costs, relating to the repair or clean up of damage.
13. Guests are responsible for all personal items left within the barbecue area and the Condominium shall bear no responsibility for the theft, damage, or destruction of any belongings of the Guests.
14. Each Resident eligible to use the barbecue is responsible for ensuring that any Guests are fully aware of all the rules and regulations.
15. The Condominium is not responsible for personal injuries, loss or damage of property.
16. No Smoking is allowed in the barbecue area.
17. The Board or Manager reserves the right to permit exclusive use of the barbecues for in-house activities arranged under the authority of the Condominium for the benefit of all Residents.

Enforcement of Rules

1. The rules of the Condominium shall be enforced in accordance with the terms of the Act, the declaration, the by-laws, and upon any such further terms as the Board may deem advisable in its sole discretion from time to time.
2. In addition, to any other power of enforcement of these rules that the Board may have by virtue of the Condominium Act, the declaration of this condominium, and/or its by-laws (including the right to have a court of competent jurisdiction order the compliance of the said rules), the board may also deal with Resident(s) and/or Guest(s) who violate(s) any of the rules as follows:
 - (a) the offending or responsible Resident shall be notified in writing with respect to the first offence by the Board or Manager and shall be given 14 days to rectify the violation or signify their future willingness to comply with the rules;
 - (b) upon the second offence the offending or responsible Resident shall be given written notice and shall be required to signify to the Board or Manager in writing within two days of his or her receipt of the notice, that the resident shall comply with the rules ; and

(c) upon the third offence and any further offences by the offending or responsible Resident the Board or Manager may direct that the Resident supply the Board with a security deposit (in respect of any further or subsequent breach of the rules which may be committed by the Resident and/or his or her Guests), and such which security deposit may be forfeited to and in favour of the Condominium as its liquidated damages and not as a penalty, in the event that any further or subsequent breach of the rules is so committed by the Resident and/or his or her Guests (all without prejudice to any other rights or remedies available to the Condominium, at law or in equity, as a consequence of any such breach of the rules).
