



THE METROPOLE

THE RULES GOVERNING THE USE OF COMMON ELEMENTS AND UNITS OF METROPOLITAN TORONTO CONDOMINIUM CORPORATION NUMBER 1170 — PASSED BY THE BOARD OF DIRECTORS ON 06 MAY 2005, AND SUBSEQUENTLY AMENDED, AS INDICATED BY RESOLUTION NUMBERS AND EFFECTIVE DATES

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**RULES GOVERNING THE USE OF COMMON ELEMENTS AND UNITS OF
METROPOLITAN TORONTO CONDOMINIUM CORPORATION NUMBER 1170**

All previous rules of Metropolitan Toronto Condominium Corporation No. 1170 (the “Corporation”) are hereby repealed and replaced with the rules hereinafter set out.

The following rules, including any regulations or guidelines as may be posted from time to time in any specific area on the property (collectively, the “Rules”), are made pursuant to the Condominium Act, 1998, c.19 and the Regulations made thereunder and any amendments thereto (collectively, the “Act”) and shall be observed by all owners (collectively, the “Owner” or “Owners”) and any other person(s) occupying their units with the Owners’ approval, including, without limitation, members of the Owners’ families, their tenants, guests, visitors and invitees.

01.00 GENERAL

- 01.01 Use of the common elements and all units shall be subject to the Rules which the board of directors of the Corporation (the “Board”) may make to promote the safety, security or welfare of the Owner and of the property and assets of the Corporation or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.
- 01.02 Use of the commercial units shall further be subject to such other rules relevant to the commercial units as specified by the Board from time to time. Owners of the commercial units and their tenants or occupants must comply with all applicable rules, statutes, ordinances, and by-laws of the Fire Department of the City of Toronto, the Board of Health, and other relevant municipal or other government agencies.
- 01.03 Rules as deemed necessary and altered from time to time by the Corporation, in accordance with the applicable provisions of the Act, shall be binding on all Owners and their families, tenants, guests, visitors, invitees, servants, agents or occupants of their units.
- 01.04 The terms used herein shall have ascribed to them the definitions and interpretation contained in the Act and in the declaration and by-laws of the Corporation and any amendments thereto unless these Rules specify otherwise or unless the context otherwise requires, in particular:
- (a) “building” means the building comprising all units and common elements of the Corporation municipally located at 7 King Street East, Toronto, Ontario and known as “The Metropole”;
 - (b) “commercial units” means the commercial units described in the declaration of the Corporation as Units 9 to 14, both inclusive, on Level 1;
 - (c) “guest” means one who is invited by an Owner or authorized occupant to visit and/or to stay overnight, or longer, and where no financial transaction with respect to the use of the residential unit has occurred or will occur;
 - (d) “licensee” means one to whom the Corporation has granted a licence to use certain part(s) of the common elements, except those parts specified in the declaration for exclusive use by Owners of designated units, for the purposes set out in a licensing agreement entered into between such licensee and the Corporation;

- (e) “property” means the building and the associated grounds and appurtenant interests thereto as per the plans filed as the Description;
- (f) “property manager” means the property manager and other personnel employed by the property management company with which the Corporation has contracted for the provision of their services from time to time (hereinafter referred to as the “Property Manager”);
- (g) “residential units” means the residential dwelling units as described in the declaration of the Corporation, including the townhouse units hereinafter defined;
- (h) “security” or “concierge” means the personnel hired by the Corporation or the employees of the security company which the Corporation has contracted with for the provision of security and/or concierge services from time to time (hereinafter referred to as “Security”);
- (i) “sub-tenant” means one who has acquired the right to occupy a unit from a tenant for a fixed term as set out in Rule 7.01 herein, and is subject to compliance with the declaration, by-laws and Rules of the Corporation as may be created and amended from time to time;
- (j) “suite” sometimes used in these Rules means a residential unit;
- (k) “superintendent” means the superintendent and his staff, if any, hired by or contracted with the Corporation for the provision of maintenance services from time to time (hereinafter referred to as the “Superintendent”);
- (l) “tenant” means one who occupies and leases a unit directly from the Owner for a fixed term as set out in Rule 7.01 herein, and is subject to compliance with the declaration, by-laws and Rules of the Corporation as may be created and amended from time to time;
- (m) “townhouse units” means the residential units described in the declaration of the Corporation as Units 1 to 8, both inclusive, on Level 1;
- (n) “transient” means temporary, and includes the use of a unit by any person who has a permanent residence elsewhere but pays to live at *The Metropole* on a temporary basis. Notwithstanding the foregoing, “transient” does not include the use of a unit by a person who is related to the owner of the unit, or to a person who is a *bona fide* tenant of the unit; and,
- (n) “visitor” means one who is invited to visit or visits for a day or part thereof.

02.00 FIRE PREVENTION AND SAFETY

- 02.01 No one shall do or permit anything to be done in his unit or on the common elements or bring into or keep anything in his unit or on the common elements which will in any way increase the risk of fire or the rate of fire insurance on the building or on any personal property kept therein, or on the personal property belonging to any Owner or resident, or conflict with any federal, provincial or municipal laws relating to fire safety or with the regulations of the Fire Department or with any insurance policy carried by the Corporation, or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.

- 02.02 As non-exhaustive examples, and to ensure that Section 02.01 has full force and effect, all residents shall comply with the following provisions.
- (a) Nothing shall be stored within eighteen (18) inches of the ceiling in any locker, and no highly combustible material or flammable goods shall be stored in the locker rooms. (Refer also to Section 06.08.)
 - (b) Propane or natural gas fuelled vehicles are prohibited within the parking garage. (Refer also to Section 08.19.)
 - (c) No motor vehicle occupying a parking space near a fire hose cabinet shall be parked in a manner that would prevent access to the cabinet, or obstruct the cabinet door from being opened a minimum of ninety (90) degrees. (Refer also to Section 08.21.)
- 02.03 No one shall overload existing electrical circuits in the unit and no one shall alter in any way the amperage of the existing circuit breakers in the unit.
- 02.04 No one shall remove, replace, disconnect, or tamper with or cause malicious damage to fan coil units, thermostats, fireplaces, heat detectors, smoke detectors, carbon monoxide detectors where applicable, speakers, or intercom/security panels.
- 02.05 No highly combustible, flammable or offensive goods, provisions or materials shall be kept in any part of the property.
- 02.06 No barbecuing is permitted in any unit or on any balcony or patio. No charcoal, wood-burning, gas or propane, or electric barbecues are permitted anywhere on the property.
- 02.07 Smoking of any and all substances is prohibited on the Penthouse terrace and/or in any of the indoor common elements which shall include, without limitation, the lobby, the elevators, parking garages, locker rooms, change rooms, lounges, saunas, swimming pool, exercise room, and all hallways and stairwells. [Amended via Resolution #181220R04 and having full force and effect on 20 December 2018.]
- 02.08 No one shall fail to comply with the safety rules of the City of Toronto in which the property is situate, and the Fire Chief's Guide and suggestions as provided to residents or posted at each fire hose cabinet located throughout the corridors and/or other designated areas as mandated by law.
- 02.09 No one shall leave cooking food unattended, in any units or on any common elements. The stove/exhaust fan must be used at all times while cooking.
- 02.10 No one shall heat oil/food to such a high temperature as to cause excessive smoke and no one shall open the suite door to ventilate cooking smoke from the suite into the hallways.
- 02.11 No one shall fail to call Security if cooking smoke has been allowed to escape any unit, causing a general building fire alarm.
- 02.12 No one shall fail to regularly empty and properly maintain the dryer lint traps in the ceilings or walls or in any dryer. Dryer lint, built up in the lint traps of a unit and not emptied, will cause fire hazard.

02.13 Occupants shall not leave the unit while the dryer, the washing machine, the dishwasher or the stove is in operation. Occupants shall ensure that candles are not left burning and that all appliances are cycled off or in the off position before leaving the unit.

03.00 QUIET ENJOYMENT

03.01 No one shall do or permit anything to be done in his unit or bring or keep anything therein that will in any way obstruct or interfere with the rights of other residents or in any way injure or annoy them.

03.02 No one shall make or permit any improper noises in a unit or on the property or do anything that will annoy or disturb or interfere in any way with other residents.

03.03 No noise caused by any instrument, stereo, television, or other device or otherwise howsoever caused, including noise caused by any pet, which, in the opinion of the Board, disturbs the comfort or quiet enjoyment of the property by other residents, shall be permitted.

03.04 No one shall cause or permit the transmission of noise through flooring from one residential unit to another or to any common element area, where such noise is disturbing to any other resident. Any maintenance or repairs to the unit or the common elements shall be made between the hours of 9:00 a.m. and 7:00 p.m., Mondays through Sundays, and such maintenance or repairs shall be subject to compliance with the provisions of Section 13.00 herein.

03.05 No one shall create or permit the creation of odours which may disturb or which in fact do disturb other residents.

03.06 Whether or not any of the aforementioned interferes with the quiet use and enjoyment of any Owner, shall be determined by the Board in its full and unfettered discretion.

04.00 SECURITY

04.01 No one shall fail to report forthwith to Security any incident of unauthorized entry to the property or any emergency concerning any elevator or otherwise affecting the safety and security of the property.

04.02 No one shall fail to ensure that any door to the building is firmly locked after use and access doors shall not be wedged open for any reason.

04.03 No one shall fail to lock up his bicycle or shall fail to leave his motor vehicle locked, with windows closed and keys removed, upon leaving the bicycle and/or motor vehicle parked in his designated parking areas.

04.04 No one shall admit any visitors or tradesmen to the building unless such visitors or tradesmen are known to such person, or are on business with or making a delivery to such person, and such person shall advise Security of same.

04.05 No one shall fail to immediately report to the Superintendent or to Security any accidental spills or undue untidiness or damage to the property.

04.06 No one shall solicit or permit solicitation by any person in the building for any cause, charitable or otherwise, except for those purposes specified by section 118 of the Act.

- 04.07 Access cards shall be used at all times for all doors with readers. Two (2) access cards are issued to each residential unit. At a fee set by the Board from time to time, new or additional access cards can be purchased from the Corporation (a) to replace old, damaged, lost or stolen cards, (b) for occupants of a unit in excess of two (2) persons as may be required, and (c) for temporary use by guests for a fixed period as authorized by Owners and occupants. The approval and issuance of such new or additional cards are subject to the discretion of the Property Manager and/or the Board. Notwithstanding anything to the contrary, the Board shall have the authority, from time to time, to restrict the number of access cards to Owners and to set policies regarding replacement of such access cards. Each Owner and/or occupant/resident of a unit shall abide by such policies as set out by the Board from time to time.
- 04.08 One (1) garage remote control unit shall be issued for each owned parking unit. Where applicable, a non-refundable fee may be charged for each garage remote control unit in an amount determined by the Board from time to time. Garage remote control units may be purchased from the Corporation, subject to the discretion of the Property Manager and/or the Board, to replace damaged, lost or stolen ones at a fee set by the Board from time to time.
- 04.09 Under no circumstances shall building access cards and garage remote control units be made available to anyone other than the Corporation or its agents, an Owner, resident or occupant of a unit.
- 04.10 All Owners and residents, their pets, building staff, and other personnel given authorized entry to the Property must be registered with the Corporation within five (5) days of such request by Security, the Property Manager, or the Board. Such registration process includes, without limitation, the recording of serial numbers of access cards and garage remote control units, identity cards issued by the governmental authorities, and the taking of photographs by the Corporation of such individuals and pets. The registration means and methods may be amended or revised when deemed necessary by the Board from time to time. Additional registration requirements of household pets are further set out in Rules 11.05 and 11.06 herein.
- 04.11 The Corporation shall be entitled to require re-registration of all access cards and garage remote control units to update the records of the Corporation and to enhance and maintain security at the Corporation. Where Owners or residents fail to re-register on time or otherwise comply with the Corporation's request to do so, the Corporation shall be entitled to de-activate any access card and/or garage remote control unit of such Owner, occupant or resident, without any notice whatsoever.
- 04.12 No one shall be allowed access to the building, by way of any pedestrian door or garage door or by Security or building staff, unless they are registered with the Corporation in the manner set out in Rule 4.10 herein or unless they are given access as set out in Rule 4.04 herein.
- 04.13 No one shall fail to notify Security immediately if their access cards or garage remote control units are lost or stolen. Any unauthorized, lost or stolen access cards and garage remote control units will immediately be de-activated and de-registered by the Corporation. If Security determines that re-activation and re-registration of access cards and gar-

age remote controls is appropriate, a fee will be charged to the Owner of such unit in an amount determined by the Board from time to time.

- 04.14 If the unit key is lost or misplaced, an occupant will be allowed access to his unit by Security using the building master key upon such occupant providing identification as being registered with the Corporation. After three (3) occurrences per calendar year, whereby the building master key is utilized for access to the same unit, a fee will be charged to the Owner of such unit in an amount determined by the Board from time to time.

05.00 COMMON ELEMENTS AND UNITS

- 05.01 No one shall harm, mutilate, destroy, alter or litter any of the landscaping on the property, including grass, trees, hedges, flowers or flower beds.
- 05.02 Water shall not be left running unless in actual use. Water lines shall be shut off at the valves in the unit used for the dishwasher and washing machine when the occupant leaves the unit for an extended period of time.
- 05.03 No one shall fail to properly maintain interior plants and/or maintain and operate any humidifying or dehumidifying unit so as to prevent the escape of water.
- 05.04 No building or structure or tent shall be erected and no trailer, with or without living, sleeping or eating accommodation, shall be placed, located, kept or maintained on the common elements save and except on parking units as permitted by the declaration of the Corporation.
- 05.05 No Christmas trees or any parts of any such trees shall be brought into the building or be disposed of other than as directed by the Property Manager.
- 05.06 No real estate lock boxes shall be attached in any manner to unit doors nor to any part of the common elements. All keys for real estate showings of units shall be handled through Security. Appropriate proof of ownership of the unit and completion of any required documentation by the Owner authorizing the handling of such keys are necessary pre-conditions for all real estate showings.
- 05.07 No one shall change, add to, or re-key the lock on his unit entry door unless it is keyed to the building master key and the prior written consent of the Board has been obtained.
- 05.08 No decoration, ornamentation, or otherwise may be permanently affixed to the exterior of suite doors. Holiday decorations such as Christmas wreaths may be hung on suite doors, using non-invasive hanging technology, but must be removed within two (2) weeks after the holiday.
- 05.09 No change to the outer surface of any unit access door is permitted as such outer surface forms part of the common elements of the Corporation.
- 05.10 No articles, carriages, carts, motorized carts, bicycles, footwear, mats, refuse, garbage, or other objects shall be left in the corridors or stairwell areas.
- 05.11 No radio or television antennae, satellite dish, aerial tower or similar structure (nor any appurtenances thereto) shall be erected on or fastened to or protruded from any unit, the common elements, or exclusive use common elements, except by the Corporation in connection with a common television cable or other system.

- 05.12 No signs, billboards, notices or other advertising matter of any kind shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building, windows, or the common elements without the prior written consent of the Board.
- 05.13 Toilets and other water apparatuses shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes, kitty litter or other substances shall be thrown therein. Any damage resulting from misuse or from unusual or unreasonable use shall be the responsibility of the Owner who, or whose family, guests, visitors, employees or agents shall cause same.
- 05.14 No awnings, or shades, or enclosures shall be erected over the outside or inside of the windows, balconies or patios and no alterations or decorations on such windows, balconies or patios shall be permitted without the prior written approval of the Board. Nothing shall be placed where same would overhang the balcony railing. Any addition, alteration and/or improvement made by an Owner to the exclusive use common elements must be done in accordance with the applicable provisions of the Act.
- 05.15 With respect to any window, no materials other than drapes or blinds shall be installed on the inside thereof and no materials shall be utilized on the outside of such window to prevent the passage of light. Such drapes or blinds shall be of a neutral colour facing the exterior. Where in the opinion of the Board or the Property Manager, such drapes or blinds do not reflect a neutral exterior, then such drapes or blinds must be altered to conform to the requirements of this Rule or shall be removed by the Owner within two (2) weeks of written notice to the Owner or resident.
- 05.16 No auction, garage sale, real estate open house, or other events to which the general public is invited shall be held on the property without the prior written consent of the Board, which consent may be arbitrarily withheld.
- 05.17 No one shall install an air conditioning unit in any unit.
- 05.18 No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or balcony.
- 05.19 No alcoholic beverages shall be consumed anywhere on the common elements except that if otherwise permitted by law and in accordance with the law, alcoholic beverages may be consumed in the 5th floor lounge, 5th floor terrace, penthouse lounge, penthouse terrace.
- 05.20 No common element area, including the lobby area, hallways and stairwells, shall be used for the purpose of loitering.
- 05.21 No one shall engage in any form of sport, or ride a bicycle, or roller blade, or skateboard, or scooter, or other apparatus of similar nature, on the common element areas, driveways, or parking spaces.
- 05.22 No person shall enter or leave the building on foot by way of the garage door used for entry and exit by motor vehicles.
- 05.23 Garborators are illegal and are not permitted in residential or commercial units.
- 05.24 Intercom/security panel shall not be covered, obstructed or interfered with in any way. Any malfunction should be reported immediately to Security.

- 05.25 Where required by law, the Owner shall install, maintain and repair a carbon monoxide detector in his unit at the Owner's expense. Such detector must be of a type approved by the Underwriter's Laboratories of Canada and must be maintained in accordance with the manufacturer's instructions.
- 05.26 Each residential unit shall be occupied and used as a private single family residence only. Partitioning or other sub-dividing of units is not permitted. Roomers or boarders are not permitted.
- 05.27 No unlawful, offensive, improper or immoral use, as defined in law, shall be made of any unit or any of the common elements of the Corporation property. All municipal and other ordinances, laws and regulations of all government regulatory agencies must be strictly observed.
- 05.28 Newspapers left in the corridors by third parties, and not collected by residents in a reasonable time, may be collected at the discretion of the Property Manager and Security without giving notice to residents. Any newspapers unclaimed by residents within seven (7) days of such collection by Security will be disposed of whatsoever, without cause.
- 05.29 Elevator doors must not be forced open by any device or barrier that interferes with normal operation.
- 05.30 Insurance for contents, betterments, improvements and liability within the unit is the responsibility of the occupant of the unit.
- 05.31 Carts provided for the purpose of moving luggage, groceries, or other small items are to be signed for by the resident and returned to the desk immediately after use, and must not be left in the units, unattended in the hallways, elevators, or parking garages.
- 05.32 The filming of any motion picture or videotape by any Owner or occupant for commercial purposes is prohibited in or on any part of the property.
- 05.33 No Owner or resident shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his residential or commercial unit or adjacent common elements or his locker. Owners and residents shall immediately report to the Property Manager all incidents of pests, insects, vermin or rodents. Upon receipt of such written notice, each Owner and resident shall:
- (a) permit entry to his unit for the purpose of the conducting of pest control operations, including any spraying program;
 - (b) prepare his unit in the manner prescribed in the said written notice;
 - (c) permit and facilitate entry into his unit by any authorized pest control personnel; and,
 - (d) co-operate in order to carry out the full intent of this Rule. Any costs incurred by the Corporation in connection therewith shall be borne and paid for by such Owner and such costs shall be treated as additional common expenses and may be collected as such.
- 05.34 No debris, refuse or garbage shall be placed or left in, or upon, the common elements, including those of which the Owner has the exclusive use, except in such areas set out under Section 9.00 herein.

05.35 Any addition, alteration and/or improvement made by an Owner to the common elements must be done in accordance with the applicable provisions of the Act.

06.00 BALCONIES/PATIOS, LOCKERS AND BICYCLES

06.01 Balconies, patios and lockers are part of the exclusive use common elements as specified in the declaration for use solely by Owners of designated units.

06.02 No hanging or drying of clothes shall be allowed on balconies.

06.03 Balconies and patios shall not be used for storage of bicycles or any items, except for seasonal furniture. Such furniture shall be safely secured so as to prevent any item from being blown off the balconies and patios by high winds.

06.04 When washing balcony floors, water shall not be allowed to fall over the side of the balcony floor.

06.05 No one shall fail to use waterproof planting containers on the balcony, and must not allow the escape of water when watering. Planters or containers must not be mounted over the outside edge of balcony railings.

06.06 Bicycles are to be kept in the locked, bicycle storage room upon payment by residents of a fee and/or deposit determined by the Board from time to time, for the use and rental of a key to such bicycle room, or on common element areas as designated by the Board. The use of the storage room and designated areas for bicycles is on a “first come, first served” basis and subject to availability of same.

06.07 No one shall bring bicycles into elevators or through the lobby of the building. Note that Rule 5.22 describes the limitations on roller blades, or skateboards, or scooters, or other apparatuses of similar nature.

06.08 Nothing shall be stored within eighteen (18) inches of the ceiling in any locker, and no highly combustible material or flammable goods shall be stored in the locker rooms.

06.09 Lockers shall be kept locked at all times except when an Owner or occupant is present and using same.

06.10 No television antennae, satellite dish, aerial, tower or similar structure (nor any appurtenances thereto) shall be erected on, or fastened to, any residential unit or on any portion of the common elements, without the prior written consent of the Board and in accordance with the applicable provisions of the Act.

07.00 LEASING OF UNITS AND TENANCY OCCUPATION

07.01 A lease or tenancy of any residential or commercial unit shall be for a term of not less than six (6) months. No unit shall be occupied under a lease, sub-lease, contract, or license arrangement for transient or hotel purposes. All tenancies of units shall be in writing and a copy must be filed with the Property Manager. No roomers or boarders are permitted. Note that Rule 7.10 prescribes the limitations on leasing parking units.

07.02 No Owner shall rent his residential unit except upon:

- (a) completing and filing with the Corporation a summary of lease or renewal thereof in a form as prescribed under the Act;

- (b) ascertaining, in written form such as an owner information sheet which is a form prescribed by the Board in its absolute discretion (the “Owner Information Sheet”), that the proposed tenant of such residential unit intends to park no greater number of motor vehicles than the number of parking units owned by such Owner and which are leased to the tenant as part of the lease of the residential unit; and,
 - (c) the tenant certifying to the Corporation, in written form such as a tenant information sheet which is a form prescribed by the Board in its absolute discretion (the “Tenant Information Sheet”), that the tenant will not park on the property more motor vehicles than the number of parking units such tenant is entitled to occupy pursuant to the lease with the Owner.
- 07.03 Upon entering into any lease of his unit, the Owner or the Owner’s appointed agent shall provide:
- (a) the tenant with a copy of the then current version of the declaration, by-laws and Rules, copies of which may be purchased from the Corporation at a fee determined by the Board from time to time;
 - (b) the Corporation with the Owner’s new or existing off site address and telephone number by providing such information to the Property Manager and/or Security, and to the tenant; and
 - (c) to the Corporation such other information as the Board may from time to time reasonably require.
- 07.04 Prior to moving into a unit and concurrent with the booking of an elevator for a move, the Owner shall complete the Owner Information Sheet and the tenant shall complete the Tenant Information Sheet and each shall subsequently update same when required by the Corporation from time to time and in any event, when such information changes.
- 07.05 No elevator shall be used for moving in unless both the Owner Information Sheet and Tenant Information Sheet, duly completed as required by these Rules, are provided to the Property Manager or Security.
- 07.06 Within seven (7) days of ceasing to rent his unit or within seven (7) days of being advised that his tenant has vacated or abandoned the unit, as the case may be, the Owner, or his authorized agent shall notify the Corporation, in writing, that the unit is no longer occupied or rented.
- 07.07 Owners shall ensure that their tenants strictly comply with the provisions governing the use and occupation and leasing of residential units set forth in these Rules. If an Owner fails to obtain the Tenant Information Sheet duly completed by the tenant, and the covenant from his tenant as required by the declaration, or fails to ensure his own compliance and that of the tenant with the requirements of the Act, the declaration, by-laws and Rules, any person or persons intending to reside in the residential unit and use the common elements shall be considered an unauthorized person and entry to the building or any part of the common elements including the recreational amenities may be expressly denied to that person by the Property Manager or Security until such person(s) and the Owner have fully complied with the Act, the declaration, by-laws and Rules.

- 07.08 No Owner or authorized agent of a residential unit who has leased, rented out, or licensed such unit to an entity or person or persons who is or are in residence in such residential unit (such Owner being hereinafter referred to as an “absentee owner”) shall be permitted to use directly or indirectly, any common element area or any amenity or amenity area in any of the common element areas of the property including, and without limiting the generality of the foregoing, any lounge, exercise room, sauna and pool areas. Such absentee owner shall, however, be permitted entry to the common element areas of the property for the purposes of attendance at Corporation business meetings or in order to attend at the residential unit itself in order to deal with the occupant or the residential unit in matters concerning the tenancy or occupancy of the residential unit.
- 07.09 Every new resident shall register with Security the serial numbers of their access cards and garage remote control unit(s) which were turned over by the previous Owner or the previous tenant immediately prior to his moving in.
- 07.10 Except where an exemption is made in the declaration of the Corporation, the leasing of a parking unit to any person other than a resident of the Corporation is not permitted. The term of the lease, if to a tenant of a residential unit or a commercial unit, shall not exceed the term of the tenancy of such residential unit or commercial unit.
- 07.11 The Owner shall include a clause in his lease or tenancy agreement that the tenant shall not sublet or sub-lease his leased unit to a sub-tenant without the prior written consent of the Owner.
- 07.12 Owners of commercial units and their tenants or occupants must comply with the following provisions before renovations or alterations to such commercial unit(s).
- (a) Prior to Tenants taking occupancy of a commercial units, Owners and their Tenants or occupants must first submit for approval by the Board, plans and specifications setting out fully and accurately, any proposed renovations or alterations to such commercial unit. A copy of the applicable lease or tenancy agreement must also be submitted. Tenants or occupants are further subject to the conditions under Rule 1.02 herein.
 - (b) Within thirty-five (35) days of submission of such plans and specifications for renovations to or alterations of a unit, the board of directors shall provide to the party requesting the board’s approval, written approval, or written direction as to what specific changes are required. If the board of directors obtains the advice of the condominium corporation’s consulting engineers, then the party requesting the board’s approval shall pay such engineers’ applicable fees for reviewing such plans and specifications before such approval or direction will be given. If the party requesting the board’s approval is provided with written direction as to what is required for final approval, such party shall make the required changes and re-submit the revised plan and specifications for final approval and the same process shall apply until such approval is given. Any unpaid amounts shall be deemed to be common expense contributions in respect of the unit and are collectable as such. If the board of directors fails to respond within the 35-day period, then it shall be deemed to have given its approval.

08.00 VEHICLE/BICYCLE TRAFFIC AND PARKING CONTROL

- 08.01 Each parking unit shall be used only for the parking of one private passenger automobile, station wagon, compact van, motorcycle or other permitted vehicles pursuant to the declaration (collectively, the “motor vehicle”). Trucks, one-half ton pick-ups, three-quarter ton pick-ups, over-sized vans, or sports utility vehicles which, by reason of size, are unable to easily enter the parking garage, or easily occupy a parking space, shall not be driven therein or parked thereon. Vehicles shall be less than the maximum height restriction of 6.1 feet or 1.82 meters.
- 08.02 No one who is not an Owner, or tenant, or who does not work for or on behalf of the Corporation shall park on the property.
- 08.03 No Owner of a parking unit who also owns a residential unit or a commercial unit shall sell, give, lease, mortgage, convey or otherwise dispose of his parking unit unless such sale, gift, lease, mortgage or conveyance also includes his residential unit or commercial unit, as the case may be, except where the purchaser, donee, tenant, mortgagee or recipient thereof is the Corporation or the Owner (or the tenant in respect of a lease) of a residential unit or a commercial unit within the Corporation. This shall not be construed to mean that such sale may be made to a tenant.
- 08.04 All motor vehicles operated by Owners, residents, their guests or visitors and authorized to park in the parking garage, including the description of the vehicles and their license numbers, must be registered with Security and/or the Property Manager. The registry of such numbers shall be used only for the conduct of Corporation business.
- 08.05 Car washing is not permitted in the parking garage.
- 08.06 Owners of motor vehicles and bicycles shall enter or exit the parking garage by using their garage remote control units. No other means of ingress or egress are permitted.
- 08.07 No Owner or occupant shall install, or permit to be installed, any barrier or enclosure or partial enclosure of the parking unit.
- 08.08 Parking units shall not be used for the storage of any item or material, other than authorized vehicles.
- 08.09 Drivers shall observe the one-way directional signs in the parking garage and shall use designated driving lanes only. Drivers shall not enter a ramp from the prohibited direction and drivers shall not take short cuts through designated parking areas.
- 08.10 No Owner or occupant shall place, leave, park or permit to be placed, left or parked in or upon a parking space or the common elements any vehicle that in the opinion of the Board or the Property Manager may pose a risk, either by its length of unattended stay, its physical condition, such as oil or gas leaks, or its potential damage to the property. Upon notice by the Property Manager, the Owner of such vehicle shall be required to attend to the vehicle as circumstances require and as directed by the Property Manager.
- 08.11 Parking is prohibited in fire routes, entrance ways, delivery and service areas, rights of way within the parking garages, or any areas of the parking garage that are not defined as parking spaces.
- 08.12 No one shall fail to obey any traffic rules wherever posted and in particular where posted at entrances and exits to the property and in the parking area.

- 08.13 No one shall park a motor vehicle on the common elements or in such a manner as to cause any part of the vehicle to overhang onto the common elements.
- 08.14 The sidewalks, driveways, walkways, passageways, and stairwells shall not be obstructed or used for any purpose other than ingress to and egress from the units and parking areas within the common elements.
- 08.15 No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.
- 08.16 No one shall permit any gasoline, oil or other harmful substance to escape onto the surface of the parking spaces, driveways or common elements. No repairs or adjustments to motor vehicles shall be carried out on the common elements. Other than as a temporary expedient, mats, trays or other containers may not be placed on the surface of the parking spaces as an alternative to repairing the cause of the escape of the gasoline, oil or other harmful substance.
- 08.17 No one shall loan, rent, lease or license any parking unit or units deeded to their unit to non-residents except that anyone shall be permitted to use such parking unit or units for the motor vehicles of their overnight guests. Under such circumstances, the Owner of the parking units shall be responsible for the escape of gasoline, oil or other harmful substance and any other damage caused to the property.
- 08.18 No private passenger automobile which is not currently licensed or which is not fit for normal use or which is undergoing repairs, shall be parked or located upon the common elements or any part thereof, including any part thereof of which any Owner may have the exclusive use.
- 08.19 Propane or natural gas fuelled vehicles are prohibited within the parking garage.
- 08.20 Any motor vehicle which is parked in contravention of these Rules may be ticketed and/or towed away and retrieval shall be at the expense of the vehicle owner.
- 08.21 No motor vehicle occupying a parking space near a fire hose cabinet shall be parked in a manner that would prevent access to the cabinet, or obstruct the cabinet door from being opened a minimum of ninety (90) degrees.

09.00 GARBAGE DISPOSAL AND RECYCLING

- 09.01 Occupants shall comply with such Rules as to the use of the garbage room area as may be created and amended by the Board from time to time and posted or otherwise notified to residents.
- 09.02 Use of the garbage chute is absolutely prohibited AFTER 10:00 p.m. and BEFORE 8:00 a.m.
- 09.03 Nothing shall be placed in the garbage chute which may result in the blockage of such chute. Coat hangers, cardboard or recyclables shall not be put into and down the garbage chute.
- 09.04 All debris, refuse and garbage, except the materials hereinafter mentioned, must firstly be properly and securely tied, bound, packaged or bagged to prevent mess, odours and disintegration and such garbage bags shall be PUSHED DOWN the garbage chute in the garbage room located on each floor by residents residing on such floors, except with re-

spect to residents of the townhouse units and the commercial units. Residents of the townhouse units shall place such debris, refuse and garbage in the garbage room on the first floor, and the second floor. Residents of the commercial units shall place such debris, refuse, garbage, cardboard and other disposables outside their respective units fronting on King Street East at such location as instructed by the City of Toronto, on the garbage pick-up days designated by the City of Toronto.

- 09.05 Glass, plastic PVC, newspapers, small boxes, cardboard cartons shall not be placed in the garbage chute, but shall be placed in recycling containers in the garbage rooms or in other locations specified for that purpose. Large cardboard boxes shall be broken down, tied and brought down to the main recycling containers in the loading dock or in the garbage handling area of the building.
- 09.06 Residents shall not place into the garbage chutes any items that the City of Toronto (“the City”) designates for disposal via its ‘Green Bin Programme’ and/or its other compostable materials programmes (as amended from time to time). If items are permissible for inclusion in the City’s ‘Green Bin Programme’, residents shall place all such items in the recycling container(s) that MTCC 1170 designates solely for that purpose. Conversely, residents shall not place into the aforementioned containers any items that the City prohibits from inclusion in its ‘Green Bin Programme’ and/or other compostable materials programmes (as amended from time to time). [Inserted via Resolution #100120R05, and having full force and effect on 01 March 2010.]
- 09.07 No one shall leave garbage of any kind on the garbage room floor.
- 09.08 No one shall fail to wrap and tie all garbage in bags small enough to freely fit into and down the garbage chute, or shall fail to triple bag kitty litter, and securely tie such bags, and push down the chute.
- 09.09 Occupants shall ensure that garbage bags are pushed down the garbage chute and that the chute door is firmly closed after each use in a manner so as to prevent the creation of a loud, banging noise causing annoyance and disturbance to other residents.
- 09.10 No one shall fail to use the appropriate recycling containers, or fail to follow recycling guidelines. Cardboard shall be handled in the manner posted in each garbage room.
- 09.11 All recycling items (e.g. cans, jars, tins, bottles, milk cartons, etc.) must be washed and cleansed of food and liquid before disposal of same in the appropriate recycling containers. Odours from unwashed items carry a long way through the building and could cause infestation of pests, insects, vermin or rodents.

10.00 ELEVATORS AND MOVING/DELIVERIES

- 10.01 Security must obtain authorization from the resident by phone or in person before any guest, visitor or moving/delivery vehicle will be permitted to enter and remain on the common elements in a space designated by Security for such purpose. Such resident shall provide to Security the name of the moving/delivery company, arrival and departure time, or any other information as may be required by Security.
- 10.02 No moving or delivery of any furniture and/or furnishings, interior decorating or renovation materials or tools shall take place through the lobby of the building.

- 10.03 The loading dock and the elevator designated for moving and deliveries must be reserved with Security and a form/agreement, the terms, contents and form of which is to be determined by the Board in its full and unfettered discretion, to reserve same must be signed by residents who will be bound by the terms and conditions set out in such form or agreement. Upon such reservation, a cash security/damage deposit is required in an amount set by the Board from time to time, which deposit will be refunded provided no damage is done to the loading dock area, elevators, or common elements. Whether or not any damage has resulted to the loading lock area, elevators or common elements, shall be determined by the Board and/or the Property Manager, in their full and unfettered discretion.
- 10.04 Moving and deliveries are permitted Mondays through Sundays but shall not take place on Statutory Holidays, except under certain circumstances as may be approved by the Board.
- 10.05 Moving and delivery hours are between 9:00 a.m. and 6:00 p.m. upon the elevator having been booked for such purposes, with completion no later than 6:00 p.m., except that furniture store deliveries are accepted up until 9:00 p.m. Moving and delivery hours may be reviewed, adjusted and revised from time to time as deemed necessary by Security or the Property Manager.
- 10.06 A pre and post inspection of all common areas and elevator for damage will be done prior to a move in or out of the building or a delivery.
- 10.07 Large or heavy articles such as furniture may be delivered directly to the resident's unit by the delivery personnel providing the resident books the loading dock and elevator with Security, or provides the suite key to Security together with a letter of authorization to this effect including authorization to Security to release the suite key to the delivery personnel. The Corporation accepts no liability for any reason whatsoever in connection with the release of such key.
- 10.08 All cardboard, packing materials, old appliances/furniture, boxes, etc. must be removed from the property by the moving/delivery personnel.
- 10.09 Contractors doing any decorating or renovation work in units must remove all debris from the property. The Corporation's garbage chute or garbage bins shall not be used for such removal.
- 10.10 Keys, garage remote control units where applicable, envelopes and/or small parcels will not be accepted by Security or the Property Manager unless Security is in possession of written authorization from residents to do so and a waiver of the Corporation's responsibility for any loss or damage of the said item(s), is signed by the Owner, the tenant, or the agent authorized by the Owner, authorizing the disposition of the said item(s).
- 10.11 Hazardous materials shall not be accepted at any time. Cash, registered mail, items of any value, large or heavy furniture, or anything that cannot easily be carried by one man, will not be accepted by Security or the Property Manager.

11.00 PETS

- 11.01 No animal, livestock, reptile or fowl, other than a household pet as herein defined, shall be kept by an Owner and then only in his unit and no such pet shall be allowed on the

common elements except when traversing such common elements for entry and egress to and from the building and, when on the common elements, such pet shall be restrained at all times. A “household pet” shall mean a quiet caged bird, aquarium fish, or a cat or dog of a weight not exceeding twenty-five (25) pounds when mature, except for a guide dog within the meaning of the Blind Person’s Rights Act of Ontario, which guide dog may exceed such weight limit. Notwithstanding the generality of the foregoing, household pets exceeding the said weight limit may be kept in the townhouse units subject to the prior approval of the Board upon assessment of each circumstance and provided that such pets shall not be permitted on or through certain common areas of the building so as to annoy, disturb or interfere in any way with other residents.

- 11.02 No dangerous animal shall be permitted to be in or about any unit or the common elements at any time. The Board shall have the right to declare any animal or household pet “dangerous” within its full and unfettered discretion, in which case, such animal or pet shall be immediately removed from the property. No household pet shall be permitted to make excessive noise, and for the purpose of this provision, “excessive noise” shall mean noise that is annoying or disturbing to any Owner or occupant, and in the event of a dispute, the determination of the Board shall be final.
- 11.03 While no pet is permitted on the common elements, should any such pet urinate or defecate on the common elements, the Owner of such pet shall be responsible to immediately clean up any area in which such pet has urinated or defecated. If building staff is forced to do the clean-up, a charge will be levied in an amount equivalent to that levied by the City of Toronto.
- 11.04 No guests or visitors are permitted to bring pets into the building other than those described in Rule 11.01 herein, and under conditions as provided for in Rules 11.01, 11.02 and 11.03 herein.
- 11.05 Any household pet currently residing within the Corporation must be registered with the Corporation within twenty (20) days from the date this rule becomes effective. The owner of such pet shall provide information including, but not limited to, the name, breed, and age of the household pet, together with a clear, colour photograph of the household pet as required by the Board, and/or such other information as may be required by the Board, in its discretion. In addition, any household pet brought to reside within the Corporation in the future must be registered with the Corporation within fifteen (15) days of such request by Security, the Property Manager or the Board.
- 11.06 Should an Owner, tenant or resident fail to register his household pet as required in Rule 11.05 above, then the Board, in its full and unfettered discretion, may request in writing that the Owner, tenant and/or occupant immediately remove said household pet from the property.
- 11.07 Should a household pet be moved out of the Corporation or die, the Owner, tenant and/or occupant shall immediately notify the Corporation of same in writing.
- 11.08 No one shall keep in any unit, a fish tank or container for the purpose of keeping fish, of more than 50 gallons capacity, whether or not fish are kept in same.
- 11.09 No breeding of pets or animals for sale shall be carried on, in or around any unit or the property.

11.10 Notwithstanding anything contained in any provision above, no pet that is deemed by the Board and/or the Property Manager, in their absolute discretion, to be a nuisance shall be kept by any Owner or occupant in any unit or on the common elements. Such Owner or occupant shall, within two (2) weeks of receipt of a written notice from the Board or the Property Manager requesting the removal of such pet, permanently remove such pet from the unit and the property.

12.00 AMENITIES

12.01 The Corporation, its officers, employees and/or agents, shall not be responsible for any personal injury and/or loss of or damage to personal property, howsoever caused, during the use by any resident, guest or visitor of the swimming pool, wet saunas, change rooms, exercise room, 5th floor lounge/terrace, penthouse lounge/terrace, or the billiard “room” in the penthouse lounge (collectively, the “amenities” or the “amenity areas” as the context requires) or the common elements. Residents and their guests use the facilities in the amenity areas at their own risk.

12.02 Except where such guest or visitor is unqualified or otherwise prohibited as hereinafter set out, any guest or visitor may make use of any of the amenities in the building provided that the Owner or tenant being visited is present with such guest or visitor at all times.

12.03 Smoking of any and all substances is not permitted at any time on the Penthouse terrace and/or in any of the indoor amenity areas (swimming pool, pool deck, wet saunas, exercise room, change rooms, 5th floor lounge, penthouse lounge/billiard room), or on any of the indoor common elements such as washrooms, hallways, stairwells, and lobby. [Amended via Resolution #181220R04 and having full force and effect on 20 December 2018.]

12.04 A maximum of two (2) guests per suite are permitted to use any of the amenities at one time.

12.05 The amenities, which shall include, without limitation, the locker rooms, change rooms, 5th floor lounge/terrace, penthouse lounge/billiard table, penthouse terrace, saunas, swimming pool, and exercise room shall not be used for any commercial or retail purposes. Non-exhaustively, “commercial or retail purposes” shall be deemed to include any and all paid professional trainers and/or coaches plying their trade and/or profession in areas that Section 12.05 describes without limitation.

12.06 Each Owner/resident is responsible for ensuring that his guests are fully aware of, and abide by, all Rules and regulations as may be amended from time to time.

12.07 Loud noise, boisterous or disruptive behaviour shall not be allowed at any time, in any of the amenities or common areas.

12.08 Pets are not permitted in any of the amenity areas or common areas.

12.09 Security and building personnel are authorized to prohibit the immediate use of amenity areas, and to request the removal of any persons who wilfully violate any of the relevant rules listed below. The Board, acting reasonably, may suspend or terminate the right of an Owner, tenant, visitor or guest to use the amenities or any one of the amenities.

- 12.10 Hours for use of the amenities are set by the Board from time to time and must be obeyed.
- 12.11 Use of the facilities in the amenity areas shall further be governed by the rules hereinafter set out, subject to any amendments thereto as deemed necessary by the Board from time to time.
- 12.12 Penthouse Lounge/Terrace:
- (a) The penthouse lounge and terrace are for the use of all residents at all permitted times; private functions are not permitted.
 - (b) No one shall fail to turn the fireplace off at the switch on the wall after use.
 - (c) Any damage or spills shall be reported to Security or the Property Manager immediately.
 - (d) Radios, tape-recorders and CD players are not allowed in the lounge or on the penthouse terrace unless they are battery operated and equipped with earphones.
- 12.13 Billiard Table in Penthouse Lounge:
- (a) Reservations for play must be made with Security. If prior reservations are not made, users accept that play time is handled on a “first come, first served” basis.
 - (b) A cash security/damage deposit, in an amount determined by the Board from time to time, must be left with Security. Such deposit will be returned to the resident, in whole or in part thereof, after acceptable inspection.
 - (c) The billiard table and accessories shall only be used for playing of billiards, and in accordance with accepted standards of play. Security will supply 1 set of billiard balls, a maximum of 4 cues, 1 rake, 1 table brush, 1 triangle, 1 rule-and-game book.
 - (d) A maximum of four (4) players may use the table at any one time. Persons under the age of sixteen (16) years are not permitted to play unless accompanied by an adult resident.
 - (e) No one shall fail to immediately advise Security if any damage whatsoever is noticed prior to use of the billiard table. Users of the room must acknowledge that it is in good condition prior to use, and will be responsible for any and all damages during their term of use.
 - (f) Play periods are limited to one (1) hour, although reservations are not restricted to starting on the hour provided the time is available.
 - (g) An additional hour of playtime may be reserved and recorded with Security immediately after completion of the first hour, providing there are no other reservations on the books and no one is waiting. The resident must personally go to concierge desk to complete the reservation before play is resumed.
 - (h) At the end of playtime, players must yield the billiard table to those waiting to play, and return accessories to Security.
 - (i) Food and drinks are not permitted on or near the billiard table.

- (j) Noise must be kept to an acceptable level, out of consideration for residents who live below this room.

12.14 Swimming Pool Area:

- (a) The provisions of Ontario Government Regulation 792/77 as amended under The Public Health Act Swimming Pools apply to the use of the swimming pool. A Medical Officer of Health, or a Public Health Inspector, or an Officer of the Ministry, may enter upon a public swimming pool at any reasonable time whether the pool is open for use or not.
- (b) This pool facility is unsupervised. Residents and their guest(s) use the pool at their own risk.
- (c) In the event of an emergency, PUSH the security call button located on the east wall of the pool room.
- (d) Bathers under twelve (12) years of age are not permitted in the pool enclosure unless accompanied by a parent or his/her agent who is not less than sixteen (16) years of age, as required by provincial and municipal regulations.
- (e) Residents must ensure that their children are aware that they must not urinate in the pool, and must use the washroom facilities prior to entering the pool.
- (f) Children in diapers and/or those who are not toilet trained may use the pool subject to the following conditions:
 - (i) To ensure the use of appropriate “swim diapers”, the Board of Directors, at its sole discretion, shall prescribe the types and/or brands of “swim diapers” that the aforementioned children shall wear whilst using the pool.
 - (ii) To ensure good-faith compliance, the Board of Directors, at its sole discretion, may require the aforementioned children’s parents and/or guardians to remit a cash security/damage deposit in an amount set by the Board from time to time.
 - (iii) To facilitate safe swimming conditions for young children, subject to Section XI(3) of the HRTTO’s “Policy and Guidelines”, the Board of Directors, at its sole discretion, may establish “...designated times for ‘lane swimming’ and ‘free swimming’...” [Inserted via Resolution #160818R06, and having full force and effect on 01 October 2016.]
- (g) Municipal and provincial regulations require that every bather take a cleansing shower, using soap and warm water, and thoroughly rinse off, before entering or re-entering the swimming pool deck or using the pool.
- (h) Proper swimming attire must be worn while using the pool.
- (i) Persons with shoulder length or longer hair must tie hair up and secure same.
- (j) Running on the pool deck, splashing, jumping, or any form of boisterous or disruptive behaviour is absolutely forbidden in or about the pool.

- (k) Polluting the water in the swimming pool in any way, such as spitting, spouting of water, blowing the nose in the pool or on the deck, or otherwise releasing human secretions/excretions, is absolutely prohibited.
- (l) No person infected with any communicable disease, or having any open sores, lesions, or rashes on his/her skin shall enter the pool area.
- (m) No oils, creams or soaps may be used in the pool.
- (n) Persons going to, or leaving the pool/change rooms, must be appropriately attired in dry clothing and/or cover-ups; e.g. a robe or other cover-up, slippers, or other footwear.
- (o) Swimming attire or wet clothing are not permitted in the adjoining lounge or corridors or elevators.
- (p) No glass receptacles of any kind are permitted in the pool, on the pool deck, in the saunas or the change rooms.
- (q) No beverages, including alcohol, or food are permitted in the pool area.
- (r) Radios, tape recorders and CD players may not be used in the pool area or the change rooms, unless they are battery operated, and equipped with earphones.
- (s) Persons wearing street footwear may not enter the pool area and/or walk on the pool deck.

12.15 Wet Saunas:

- (a) The wet saunas are unsupervised. Residents and their guest(s) use the saunas at their own risk.
- (b) In the event of an emergency, PUSH the security call button located on the wall.
- (c) Male persons shall use the male sauna and female persons shall use the female sauna.
- (d) Alcoholic beverages are not permitted in the saunas at any time.
- (e) No glass receptacles of any kind are permitted in the wet saunas.

12.16 Exercise Room:

- (a) The exercise room facility is unsupervised. Residents and their guest(s) use the equipment at their own risk.
- (b) In the event of an emergency, PUSH the security call button located on the wall.
- (c) Equipment use is limited to twenty (20) minutes at a time, if others are waiting to use the apparatus.
- (d) Appropriate exercise attire/gym clothing (including shirts) and shoes must be worn while using the facility, or while walking through the centre.
- (e) Residents or guests under the age of sixteen (16) must be accompanied by an adult at all times.

- (f) Radios, tape recorders, and CD players are not allowed in the exercise room or change rooms, unless they are battery operated, and equipped with earphones.
- (g) No glass receptacles of any kind are permitted in the exercise room or change rooms.
- (h) If instructions for equipment use are posted, users shall obey same and shall not remove or dispose of such instructions.

12.17 5th Floor Lounge/Terrace:

- (a) The 5th floor lounge and/or the 5th floor terrace, when not reserved for Corporation work or social functions, are for the use of all residents at all permitted times.
- (b) No resident may rent the 5th floor lounge for private, social functions until the resident fills out and executes a licensing agreement, approved by the Board, which sets out the terms and conditions for use of the 5th floor lounge. This document is available from the Property Manager. The licensing agreement may include, but not limited to, the terms and conditions hereafter set out.
- (c) For purposes of the licensing agreement with respect to the rental of the 5th floor lounge, made between the licensee and the Corporation, as licensor, the term “Licensee” means the registered Owner of a unit, spouse of such Owner or a named tenant, sub-tenant or occupant of such Owner, provided the unit is currently occupied as the principal residence of such Owner, spouse, named tenant, sub-tenant or occupant. No other person may enter into such licensing agreement, and any agreement with any other person is void and of no effect. No one under the age of nineteen (19) years shall be permitted to reserve the 5th floor lounge, galley and adjacent washrooms (collectively, the “Premises”) or enter into such licensing agreement.
- (d) Reservations for use of the Premises must be made with Security or the Property Manager. Such reservations do not include the use of any other common element areas, except the elevators and corridors between the lobby and the 5th floor lounge. The doors to the 5th floor lounge from the corridor must remain closed at all times.
- (e) Corporation and management functions take precedence over any advanced booking and the licensing agreement is subject to cancellation up to ten (10) days prior to the function.
- (f) The Licensee shall provide, in advance, the following fees and deposits to the Corporation:
 - (iv) a security/damage deposit which will be refunded subject to the provisions set out in Rule 12.16(o) herein;
 - (v) a refundable booking fee (not refundable if booking is cancelled after documentation prepared);
 - (vi) a non-refundable fee for use of the Premises;
 - (vii) a cleaning/maintenance fee charged by the company contracted by the Corporation; and,

- (viii) a fee for a Security duty guard if guests exceed thirty-five (35) persons; the amounts of such fees and deposit are determined by the Board from time to time.
- (g) The function/event to be held shall be restricted to personal use only, and not for the use of any other outside organization or related activity, and the Licensee shall not permit any activities on the Premises that conflict with any federal or provincial statute or municipal by-law or the Act, or the declaration, by-laws and Rules of the Corporation.
- (h) The Licensee will ensure that all guests and visitors to the function enter the common elements and leave the common elements by those entrances and exits as designated by the Corporation or its representatives. It is understood and agreed that prior to the function itself, such entrances and exits will be so designated to the Licensee and the Security guard shall be instructed that only those entrances and exits be used. For the purpose of the licensing agreement, the entrance will be the Main Lobby Entrance at King Street East, then by elevator directly from the main lobby to the 5th floor corridor leading to the Premises. All guests to the event are to sign in with Security BEFORE being allowed access to the lounge. The Security guard will be so notified in writing. Exit from the building is to follow the reverse pattern.
- (i) In the event that alcoholic beverages are to be sold, then the Licensee shall ensure that all necessary permits from the proper authorities are obtained, if necessary, and shall file same with the Property Manager prior to the date of such function. (When alcoholic beverages are being served, minors under nineteen (19) years of age are only permitted on the Premises when accompanied by an adult). No alcohol may be consumed outside of the area licensed for the purpose.
- (j) The guests of the Licensee will have no access to other recreational facilities of the Corporation. The Licensee must ensure that no person attending the function loiters in the hallways, stairwells, parking areas, or lobby of the Corporation and that the function is contained in the Premises at all times. In the event that this covenant is breached, then the Security guard shall have the “RIGHT TO TERMINATE” the use of the Premises and the Premises must be vacated forthwith. The doors of the Premises leading to the common areas shall remain closed at all times during the function, except when people are arriving at the licensed area or leaving it.
- (k) The Licensee shall be responsible for any damage from his own act or that of his guests or suppliers and must remain on the said premises at all times during the said function. Prior to the function’s commencement, the Licensee shall complete a take-over inspection with a representative of the Corporation. Thereafter, any damage to the premises or any other part of the property must be paid for in full by the Licensee. At the termination of the function, the Licensee shall complete a further inspection of the premises with a representative of the Corporation and the Licensee hereby authorizes the Corporation to deduct from the security/damage deposit lodged with it the cost to repair damage noted upon the said inspection.
- (l) Live bands or disc jockeys are not permitted. Musical entertainment must end by 11:45 p.m. and the Premises vacated no later than 12:00 a.m. Upon vacating the

Premises, the Licensee must ensure that all guests have left the building, unless guests are relocating to the Licensee's unit, and will confirm this fact to Security.

- (m) Smoking a substance of any kind, is strictly prohibited on the Premises, and it will be the responsibility of the Licensee to ensure that this rule is strictly adhered to by all attendees at the function.
- (n) The Corporation may hold back a sum to be determined by the Board from time to time as a penalty for the unreasonable breach of the Rules or any term of the license agreement. Subject to said right of deduction for cleaning, Security and damages and penalty, if applicable, the security deposit, after relevant deductions, shall be returned to the Licensee within ten (10) working days of the day following the function.
- (o) The maximum number of people using the Premises at any one time or for any one event shall be limited to fifty (50) persons, including caterers.
- (p) The Licensee shall be responsible for ensuring that all function accessories are removed from the room in preparation for cleaning immediately following the function. Inspection for damage will be done with Security and the Licensee immediately after the function.
- (q) The Licensee assumes responsibility for all claims relating to injuries to persons or damage to property or any other loss arising from the use of the Premises and agrees to indemnify and save harmless the Corporation against such claims. The licensee shall be personally liable for any damage caused to the Premises, its contents or to any unit or to any part of the common elements, by the Licensee or anyone attending the function.
- (r) The Corporation covenants and agrees with the Licensee to allow, subject to the Rules and the terms of the licensing agreement, unhampered use of the Premises, unless such use becomes a nuisance to the other residents of the building. The Licensee's rights are subject to the rights of representatives of the Corporation to attend the function from time to time to ensure that the covenants and conditions of the licensing agreement are complied with.
- (s) The Licensee covenants and agrees with the Corporation that the facilities pertaining to the Corporation and the Premises in particular are made available to the Licensee upon the understanding that all of the Rules and provisions of the declaration of the Corporation are part of the agreement therein, and the Licensee agrees to do and perform all things necessary for his proper compliance. The Licensee acknowledges that the Premises are on a residential floor and that reasonable noise levels are to be maintained at all times.
- (t) Arrangements for deliveries by caterers must be made in advance with Security.
- (u) No resident obtaining the use of the Premises shall permit their use by any non-resident group unless the resident is a member of such group and is present at all times.
- (v) Confetti, rice, beans, or similar matter are not permitted whatsoever. Goodbyes to visitors must be completed inside the 5th floor lounge.

(w) Further to Rule 12.05, the Premises or the terrace shall not be used for any commercial or retail purposes.

13.00 OWNER’S CONTRACTORS, TRADE OR SERVICE PERSONNEL

13.01 No contractor, trade or service personnel may or shall enter upon the property to perform any work or services in or about any unit (including an exclusive use common element area) that may or will affect the common elements or common building services unless such persons or firms are:

- (a) employed directly by the Corporation; or
- (b) employed by an Owner in circumstances where the intended performance of work and/or services in or about a unit has first been approved, in writing, by the Board and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation’s written direction; and the Owner has provided to the Corporation a deposit in a reasonable amount to cover the Corporation’s initial costs of supervision (to be adjusted upon completion of the work); and where the Owner has entered into a written agreement and/or undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the Owner’s contractor, trade or service personnel including any resulting damage to the common elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the Owner in the same manner as common expenses.

14.00 INDEMNITY

14.01 Each Owner shall indemnify and save the Corporation harmless from any loss, cost, damage, injury or liability (“losses”), in respect of the Owner’s unit, common elements or any other unit, which the Corporation may suffer or incur:

- (a) which is not otherwise recoverable from insurance coverage; and,
- (b) which results from or is caused by any act or omission of:
 - (i) such Owner, or,
 - (ii) any resident, tenant, employee, agent, invitee or licensee of such Owner’s unit.

14.02 Without limiting the generality of the foregoing, the types of losses contemplated by this rule to be indemnified include:

- (a) any and all legal costs incurred by the Corporation including:
 - (i) by reason of a breach of the declaration, by-laws and/or rules of the Corporation in force from time to time;
 - (ii) any excess of legal costs incurred by the Corporation over and above costs awarded by a court;
 - (iii) the cost of any legal advice given to the Corporation;

- (iv) the cost of any letters written by the Corporation and/or the Corporation's solicitor as a result of any such acts or omissions; and/or,
 - (v) any excess of legal costs incurred by the Corporation over and above costs awarded by a court in respect of any proceedings or other steps taken, resulting from an Owner's default in payment of the common expense contribution in respect of a unit;
- (b) increased insurance premiums;
 - (c) cleaning charges; and/or,
 - (d) repair charges including any repairs to the Owner's unit, any other Owner's unit or the common elements.
- 14.03 All costs so indemnified pursuant to this rule shall be deemed to be additional contributions toward the common expenses payable by such Owner, and are recoverable as such.

15.00 Directors' Code of Conduct

15.01 Statutes, Regulations, By-Laws, and Corporate Governing Documents

- (a) As is true with all condominiums, the Corporation's Directors must make decisions reflecting, *inter alia*, the *Condominium Act*, the *National Building Code*, and the City of Toronto's By-Laws and/or codes; and the Corporation's Declaration, Description Plans, By-Laws, Rules, Resolutions, Policies, and Agreements. Given the complexity of these documents, professional and collegial advice and assistance are obviously necessary and shall be available to assist Directors' decisions.
- (b) In furtherance of 15.01(a), the Property Manager and/or other Directors will typically provide explanatory and/or preparatory materials before and/or during Board Meetings. Directors must read and consider all such materials carefully. Directors shall base their decisions and/or votes primarily on these materials.

15.02 Education

- (a) The Corporation shall provide a budget-line, not exceeding 1% of any given fiscal year's total budget, to finance appropriate training for its Directors. Examples of such Corporate-funded training appear, *infra*, at 15.02(b).
- (b) Directors shall support attendance by one or more Directors at condominium seminars presented by the Canadian Condominium Institute (CCI), including CCI's "Basic Directors' Course" and CCI "Advanced Directors' Course". Ideally, all Directors should strive to complete CCI's "Basic Directors' Course".

15.03 Conflict of Interest

- (a) Before seeking election and/or appointment to the Corporation's Board of Directors, candidates shall provide a written disclosure to the Corporation of any actual or potential conflict of interest with respect to any contract, transaction, building deficiency claim, warranty claim, legal action, proceedings, or any matter detrimental to the Corporation.
- (b) Following election and or appointment to the Corporation's Board of Directors, Directors shall have an ongoing obligation to comply with 15.03(a). If a Director be-

comes aware of any conflict described in 15.03(a), she or he shall immediately disclose it to the Corporation.

- (c) Directors may not promote their own interests or those of any owner, resident, family member, friend, or contractor to the detriment of the Corporation. Directors may not seek any special benefits or privileges as Directors and/or as Officers. Directors may not accept any compensation personally or on behalf of any other person except as permitted by a By-Law. Directors shall act only in the best interests of the Corporation as a whole. Directors may not favour the interests of any individual or group of owners or residents.
- (d) To determine whether conflicts of interest exist, individual Directors and/or the Corporation shall use Ontario's *Municipal Conflict of Interest Act* as a guideline. If a Director discloses her or his conflict of interest, and/or if a majority of the Board finds a Director is in conflict of interest, the Corporation shall apply the relevant portions of Ontario's *Municipal Conflict of Interest Act*. Application of the aforementioned "relevant portions" shall entail excluding the conflicted Director from discussion of and/or a vote on the matter in question, and recording the conflict of interest in the minutes of any and/or all meetings wherein discussion of the matter in question occurs and/or re-occurs.

15.04 Intellectual Property

Directors who are also Officers of the Corporation must expect to contribute time and effort that is reasonably commensurate with their assigned roles. Beyond that, the Corporation has no expectation that Directors should contribute time and/or physical and/or intellectual effort to the Corporation. However, if Directors and/or Officers do contribute additional time and/or intellectual effort to the Corporation, those contributions shall be at no cost to the Corporation. Additionally, all such contributions shall be subject to the following definitions and/or conditions.

- (a) Intellectual Property includes computer programs, technical processes, reports and/or articles, minutes and/or motions, rules and/or by-laws, Web sites, and/or any other form of innovation and/or development.
- (b) Directors shall agree that the Corporation shall have sole and exclusive ownership of any and/or all intellectual property that Directors develop within the scope of their assigned and/or voluntary work and/or duties as Directors and/or Officers, and/or as members of internal and/or external committees. The Corporation's sole and exclusive ownership shall occur regardless of the venue, time, and/or date where/when the development of intellectual property occurred.
- (c) Within 10 working days after his or her ceasing to be a Member of the Board, each Director shall give the Onsite Property Manager electronic copies (unencrypted and/or unprotected by passwords) of any and/or all files and/or materials encompassed by 15.04(a) and (b). Additionally, each Director affected by 15.04(c) shall disclose to the Onsite Property Manager the name(s) of the software used in creating the aforementioned "electronic copies". [All of Section 15 was inserted via Resolution #070919R06, and had full force and effect on 31 October 2007.]

16.00 MISCELLANEOUS

16.01 Bulletin Boards

- (a) No one shall use the bulletin boards provided in the mailroom, except for the posting of information concerning resident activities or other resident information. Bulletin boards are not for commercial use.
- (b) Prior to posting, the format of the items to be posted must be approved by the Property Manager.

16.02 Complaint and Communication Process

- (a) Any complaints or information with respect to matters involving the safety or security of the building or any person thereon shall be communicated orally or in writing to Security or the Superintendent or the Property Manager forthwith. No other complaints shall be communicated to Security or the Superintendent.
- (b) All other complaints shall be submitted to the Property Manager in writing. Individual Directors and/or the Board will receive and consider complaints only after the Property Manager has had an opportunity to resolve matters.
- (c) Subject to Rule 16.02(b), the Board will consider written concerns and/or requests, and/or requests to appear as a delegation, only if such written concerns and/or requests have arrived at MTCC 1170's Security Desk no later than 8:00pm on the Friday immediately preceding the Board's regular monthly meetings.
- (d) Notwithstanding Rule 16.02(c), MTCC 1170's Board may simply receive as information any or all written concerns and/or requests, and/or requests to appear before the Board as a delegation.

16.03 Invalidity

- (a) Where any Rule or part of any Rule is found to be invalid or unenforceable, then the remainder of these Rules shall remain in full force and effect.

16.04 Headings

- (a) The headings and sub-headings in these Rules are for convenience of reference only and do not form any part hereof and in no manner modify, interpret or construe the Rules.

16.05 Gender

- (a) The use of the masculine gender in these Rules shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.

16.06 Waiver

- (a) No restriction, condition, obligation or provision contained in these Rules shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

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