

RULES

The following rules shall be observed by the owners and the term "owner" shall include the owner or any other person occupying the unit with the owner's approval:

1. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose family, guests, visitors, servants, or agents shall cause such damage.
2. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever without the prior written consent of the board.
3. No owner shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the condominium corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
4. Water shall not be left running unless in actual use.
5. The owner shall not place, leave or permit to be placed or left in or upon the common elements including those of which he has the exclusive use, any debris, refuse or garbage.
6. Owners, their families, guests, visitors and servants shall not create or permit the creation of 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, their families, guests, visitors, servants and persons having business with them.
7. No animal, livestock or fowl, other than a household pet, shall be kept on the property, and no household pet that is deemed by the board or the manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any unit or in any other part of the common elements. Each household pet owner must ensure that his pet does not

defecate upon the common elements, and if an accident does occur, any such defecation must be cleaned up immediately by the pet owner, so that the common element areas are neat and clean at all times. Should a pet owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks of receipt of written notice from the board or manager requesting removal of such pet, permanently remove such pet from the property. A household pet shall be kept within the unit. For the purposes hereof "household pet" means (i) 1 or 2 dogs; or (ii) 1 or 2 domestic cats, but not both.

8. No noise, caused by any instrument or other device, or otherwise, which in the opinion of the board may be calculated to disturb the comfort of the other owners shall be permitted.

9. The sidewalks, entry, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.

10. No fencing or landscaping shall be installed on any part of the common elements over which any owner has the exclusive use thereof without the prior written approval of the board and in accordance with the specific requirements of the Municipality which are to be provided by the board or manager to the unit owners from time to time.

11. No motor vehicle other than a private passenger automobile, station wagon, mini van, light duty van or light duty pick-up truck or motorcycle shall be parked on any part of the common elements (including any part thereof, of which any owner may have the exclusive use) unless authorized by the board, nor shall any repairs be made to such motor vehicle on the common elements (including any part thereof, of which any owner may have the exclusive use) and no motor vehicle shall be driven on any part of the common elements other than on a driveway or parking area designated for parking by the board.

12. No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements other than an area designated for parking by the board. The board may, if it deems advisable, designate certain parking areas for the exclusive use of authorized visitors and handicapped persons. In such instances unit owners shall not park on such designated areas. The board may also designate the hours permitted for visitor parking and may provide for visitors parking passes. Owners are advised that the Corporation may enforce parking by

laws of the Municipality in the instances where the provisions of this paragraph are contravened.

13. No television antenna, aerial, tower, satellite dish or similar equipment or similar structure and appurtenances thereto shall be erected on or fastened to any unit, or the common elements, except in connection with a common television cable system.

14. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.

15. Any loss, cost or damages incurred by the condominium corporation by reason of a breach of any rules and regulations in force from time to time by any owner, his family, guests, servants, agents or occupants of his unit shall be borne by such owner and may be recovered by the condominium corporation against such owner in the same manner as common expenses.

Madeira Property Management & Consulting Inc

November 19, 2010

Notice to All Owners & Tenants
MTCC 1341 & TSCC 1578
540A- 548F Scarlett Road
Etobicoke, Ontario

Dear Owners and Tenants:

RE: MTCC 1341 & TSCC 1578
SCARLETT GABLES CONDOMINIUMS
REVISED APPROVED RULES

Your Boards of Directors has recently completed its review of the Rules for your Condominium Corporations.

As provided in section 58 of *the Condominium Act, 1998* the attached rules shall become effective 30 days following the date of this notice unless a requisition for a meeting under section 46 is received within 30 days of the date of this notice.

Your Boards of Directors have dedicated many hours to the review and finalization of the Rules and we hope that you will find the enclosed Rule package handy for easy reference. We encourage you to read these Rules so that you are familiar with them.

Please understand if you have a complaint or concern respecting a Rule violation, you must report it in writing to the Property Manager or your Board of Directors for such follow-up action as may be required.

Please do not hesitate to contact the undersigned, should you have any questions regarding the Rules or any other matters pertaining to your Condominium Corporation.

Yours truly,
On behalf of the Boards of Directors for
MTCC 1341 & TSCC 1578



Henry Dwinnell, RCM
Property Manager

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RULES
of
Metropolitan Toronto Condominium Corporation 1341
and
Toronto Standard Condominium Corporation 1578

1. MTCC 1341 and TSCC 1578, and their common elements, form the community known as "Scarlett Gables". It consists of 21 single-family townhouse residences and is referred to from time to time herein as "the property".

2. These "Rules" have been adopted by the Board of Directors ("Board") of each corporation and apply to both corporations and their common elements. The Rules shall be monitored and enforced by the Board of each condominium corporation or, in appropriate cases, by both Boards ("Shared Board").

3. **DEFINITION OF "OWNER"** Throughout these Rules, the term "Owner" shall include:

- (a) the legal owner(s) of a unit and any person(s) occupying the unit with their consent or acquiescence; and
- (b) the families, guests, visitors, agents and servants of the above, and persons having business with them.

4. (a) **OBSERVANCE; RESPONSIBILITY** Every Owner, as defined above, shall observe and abide by these Rules. Each Owner shall be responsible and liable for any and all damage caused by them, their visitors, agents and servants, or persons having business with them. Units are to be used only as single family residences and for no other purpose.

4. (b) **LIABILITY FOR BREACH** Any loss, damages, cost or legal expenses incurred by the condominium corporation(s) by reason of a breach by any Owner of these Rules or applicable By-laws or regulations in force from time to time shall be borne by such Owner and may be recovered by the condominium corporation(s) against such Owner in the same manner as common expenses.

5. **QUIET ENJOYMENT** All Owners are entitled to quiet enjoyment of their properties and common elements, including those of which they have exclusive use. Owners shall not create or permit the creation or continuation of any noise or nuisance which, in the opinion of Shared Boards, may disturb the quiet enjoyment of other Owners. Any noise, caused by any instrument or device, or otherwise, which in the opinion of the Shared Board unduly disturbs the comfort or peace of other Owners shall not be permitted.

6. **PETS** No animal, livestock or fowl, other than a household pet or service dog, shall be allowed or kept on the property. Any animal or breed of animal that is, or is typically or likely to be, a danger to any person or any permitted pet may not be allowed or kept on the property.

No dog shall be left unattended anywhere on the property except in the Owner's exclusive area. Any dog in such exclusive area, whether attended or not, shall be left barking to the annoyance of other Owners.

No household pet that is deemed by the Shared Board, in its absolute discretion, to be a nuisance shall be kept by any Owner in any unit or in any other part of the common elements.

Pets are not to defecate in the common elements or on any other Owner's exclusive area. If any such defecation occurs, the Owner, or the person having temporary control of the dog, shall clean it up immediately. Repeated breach of this rule may be deemed a nuisance by the Shared Board and give the Shared Board the power to permanently remove such pet from the property. For the

purposes hereof, an Owner may keep a maximum of 1 dog and 2 domestic cats, or 2 dogs and 1 domestic cat.

7. **SAFETY** No Owner shall do or permit anything to be done or located in or outside of his unit that will in any way increase the risk of fire, or the rate of fire insurance, regarding any buildings or their contents.

Similarly, no Owner shall do or permit anything to be done or located in or outside of his unit that will in any way conflict with the by-laws, ordinances or regulations relating to fire or fire hazards or conflict with any insurance policy carried by the condominium corporation(s) or standard terms of home insurance policies.

Owners shall not place, leave or permit to be placed or left in or upon the common elements including those of which he has the exclusive use, any debris, refuse or garbage.

The sidewalks, entryways, passageways, walkways, driveways, garages and visitors' parking lots shall not be obstructed by any Owner nor used by them for any purpose other than for ingress and egress to and from their respective units.

No auction sales or public events shall be allowed in any unit or on the common elements. Firecrackers or other fireworks are not permitted in any unit or on the common elements.

8. **COMMON ELEMENTS** No television antenna, aerial, tower, satellite dish or similar equipment or similar structure and appurtenances thereto shall be erected on or fastened to any unit, or the common elements, except in connection with a common television cable system.

No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements without the prior written consent of the Shared Board. Temporary standard-size realty

signage is permitted but may be moved or removed at the discretion of the Shared Board.

No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds. The Rose Garden and surrounding lawn is for the shared use of all residents. Owners are responsible for removal of any items or garbage brought into the Rose Garden area. Children and pets are not to be left unattended in the Rose Garden area.

All common elements, other than the central rose garden, are to be used for access to and from units and parking areas, and are not be used for any other purpose.

9. **RESIDENTIAL UNITS** Before undertaking alteration, addition or construction of any kind in his exclusive area, the Owner shall first obtain the written approval of the Board and ensure that the undertaking is in compliance with all municipal requirements. By way of example only, such alterations would include fencing, landscaping, attachments, stone work, awnings, lighting, antennas, satellite dishes, roofing or shade structures.

The Board must be informed before any in-suite renovation work is started. In-suite renovation work is only permitted between the hours of 9:00 AM – 5:00 PM, Monday to Friday. No renovation work is permitted on weekends or statutory holidays. All speciality trade services such as electrical, mechanical or plumbing must be licensed trades persons and the name of the trade and license number must be provided to the Board. The unit owner must ensure that the trade has current WSIB and Liability coverage.

While Owners may be permitted to install phantom screens on their front entrance and terrace doors, they must first provide the Manager with details of the product and the name of the installer and obtain authorization from the Board before the screen is installed.

The drains, toilets and other water apparatus shall not be used for purposes other than those for which they are constructed. No sweepings, garbage, rubbish, rags, ashes, or other substances shall be placed therein. Any damage resulting from such misuse or from unusual or unreasonable use shall be borne by the Owner who caused such damage.

Owners shall comply with all municipal by-laws, ordinances or regulations and promptly comply with all orders issued by the city, province or federal government.

No owner, Occupant, Tenant or Invitee shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her unit or common elements. Each owner, Occupant or Tenant shall immediately report to the Property Manager all incidents of pests, insects, vermin or rodents and all Owners, Occupants, Tenants or Invitees shall fully cooperate with the Property Manager to provide access to each unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the buildings.

10. **GARBAGE DISPOSAL** All garbage must be bagged and tied before it is deposited into the garbage bins. Absolutely no paper, cardboard or recycling materials are to be disposed of in the central garbage bins. Recycling bins are available on site along with instructions regarding what items can be disposed of. Boxes and other large items must be broken down before being placed in the recycling bins.

11. **PARKING** No motor vehicle other than a private passenger automobile, station wagon, mini van, light duty van, light duty pick-up truck or motorcycle shall be driven on any part of the property (including the part thereof, of which any Owner may have the exclusive use) unless authorized by the Board. No bicycle, scooter, skateboard, go-kart or similar apparatus may be used or driven in the common elements.

No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements, other than an area designated for visitor parking by the Shared Board. The Board may, if it deems advisable, designate certain parking areas for the exclusive use of authorized visitors and handicapped persons. In such instances unit owners shall not park on such designated areas. The Board may also designate the hours permitted for short-term and long-term visitor parking. Owners are advised that the Corporations will enforce parking by-laws of the Municipality through the engagement of a third party parking management company. All Owners are responsible to follow the procedure outlined by this company and are responsible for payment of parking fines levied.

At no time shall any vehicle be parked in the loading dock or fire access area without the permission of the Manager. The temporary parking lane at the front of the complex is to be used only in accordance with the posted directions. Any vehicle parked in either location contrary to the above may be towed, ticketed and/or removed, without warning.

12. TENANCY OCCUPATION In accordance with Section 83 of the Condominium Act, the legal owner of a unit who leases a unit or renews a lease of a unit shall, within 30 days of entering into the lease or the renewal, as the case may be:

- (a) notify the Corporation that the unit is leased and provide the corporation with the lessee's name, the legal owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by the Minister; and
- (b) provide the lessee with a copy of the declaration, by-laws and rules of the corporation.

No tenancy shall be for a period of less than six (6) months without the prior written approval of the Board. No owner shall allow his/her Tenant to sublet his/her unit to another tenant.

All Owners shall be responsible for any damage or additional maintenance to the common elements caused by their Tenants and will be assessed and charged for the cost which shall be recovered by the Corporation in the same manner as common expenses.

October 14, 2010

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