

SKYMARK WEST

**RECREATION
CENTRE**

**RULES &
REGULATIONS**

SCHEDULE "C"

**TO THE DISCLOSURE STATEMENT OF SKYMARK WEST INC.
FOR THE SKYMARK WEST CONDOMINIUM PROJECT**

RULES

PREAMBLE

The embodiment of condominium living is "the communal" aspect of both ownership and lifestyle. The purchase of your dwelling unit brings with it the right to use and enjoy all of the recreational facilities and amenities intended to be shared by the owners, residents, tenants and invitees of Skymark West Phases I & II with all of such recreational facilities and amenities, including any equipment contained therein or utilized in connection therewith, being hereinafter collectively referred to as the "Skymark West Club".

Like every community, the Skymark West Club must have rules and regulations to govern the conduct and affairs of its members or users, and these rules are a reflection of the mutual cooperation, consideration and respect that should be shown by each member or user to his or her neighbours. Skymark West Inc. (the "Declarant") has established a set of rules governing the use and operation of the Skymark West Club for adherence by the owners, residents, tenants and invitees of the Phase I Condominium and the Phase II Condominium (hereafter collectively referred to as the "Two Condominiums"). Once ownership of the Skymark West Club has been formally transferred by the Declarant to the Two Condominiums, then a committee will be formed (hereinafter referred to as the "Shared Facilities Committee") comprised of an equal number of members or representatives appointed by each of the boards of directors of the Two Condominiums, and the Shared Facilities Committee will be empowered to make additional rules respecting the use and operation of the recreational facilities and amenities in order to promote and foster the safety, security and welfare of the members and users of the Skymark West Club.

The rules initially adopted and imposed by the Declarant are rather comprehensive. While there is no intention to burden members and users of the Skymark West Club with a multitude of overly-detailed and incomprehensible duties and obligations that are difficult to remember and enforce, it is nevertheless felt that the enclosed rules are logical (and for the most part, a matter of common sense), and have been designed to enhance the condominium lifestyle concept. Accordingly, you are urged to familiarize yourself with the rules of the Skymark West Club annexed hereto, and to communicate same to members of your family, your tenants and/or guests intending to use the recreational facilities and amenities that your condominium enjoys. A working

knowledge of these rules will ensure that the Skymark West Club is a pleasant and safe complex that offers the optimum of enjoyment and maximum usage of its facilities.

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

DEFINITIONS

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

The Act:

Shall mean the Condominium Act, or Bill 38, as amended (the "Act"). For the purposes of clarity, the use of any words, terms or phrases defined in the Act shall have the same meaning respectively ascribed to them in the Act whenever same are used or referred to in these rules.

Board or Board of Directors:

Shall mean the board of directors of the Phase I Condominium and/or the Phase II Condominium (as the context may require), elected pursuant to the provisions of the Act.

Guest:

Shall mean any invitee, licensee, employee(s) of any owner or tenant of a dwelling unit within either of the Two Condominiums, provided such owner or tenant resides within (and is the current occupant of) such dwelling unit.

Manager:

Shall mean the Property Management Company retained to manage the operation of the Skymark West Club, together with its agents, employees or licensees, as the context may require.

Owner:

Owner shall mean the registered owner of a dwelling unit within either of the Two Condominiums.

Reciprocal Agreement:

Shall mean the shared agreement entered into between Phase I and Phase II Condominiums pertaining to the mutual use and enjoyment of (as well as the cost of maintaining and repairing) the Skymark West Club, as well as any counterpart agreement or other agreement supplementing same.

Resident:

Shall mean an Owner or Tenant (as hereinafter defined) who resides within (and is the current occupant of) a dwelling unit within either of the Two Condominiums. An adult Resident shall be 18 years and over.

Tenant:

Shall mean any lessee(s) of a dwelling unit within either of the Two Condominiums.

RECREATION FACILITIES

Hours of Operation: 6: 00 a.m. – 11: 00 p.m. (with exceptions to specific areas)

After hours residents can obtain a dedicated key fob from the Concierge for usage of specific areas.

Identification/Access Cards

1. **Each Resident age 16 and over of a unit shall apply for and obtain an identification/access card.** Arrangements to obtain the card should be made with the Management office.
2. **A Resident must carry the identification/access card at all times.**
3. Each suite may be issued with three (3) guest passes at any one time, which guest passes shall be issued upon such conditions, and upon payment of such charges, as the Corporation Representative may determine in its sole and unfettered discretion.
4. Guests and/or Resident must produce identification/access cards, upon reasonable demand by the Corporations Representative. Upon the sale or lease of his or her dwelling unit, the Owner shall return all identification cards and guest passes to the Manager. In the event that an identification/access card or guest pass is lost or misplaced, a replacement cost shall be paid for in the amount pre-determined by the Corporate Representative.
5. Non-Resident Owners are not entitled to use the Recreation Centre facilities and cannot obtain or keep an identification/access card permitting his or her use of the Skymark West Club.

A. General Rules

1. No adult resident shall permit more people to be present in any room than the maximum capacity posted within such room, pursuant to the requirements of the municipal fire department.
2. Residents are required to wear appropriate clothing, cover-ups, robes and footwear while walking throughout the Skymark West Club and use of the various facilities. The Skymark West Club is a private property; therefore, topless females or nude sunbathing and/or swimming is prohibited.
3. **Each Resident must accompany his or her Guest(s) in Skymark West Club at all times.**

4. Each Resident is responsible for ensuring that his or her Guest(s) is fully aware of all rules and regulations.
5. Smoking is not allowed at any time in the Skymark West Club, or anywhere in the, indoors and the outdoor amenity areas or any of the common areas and grounds except areas designated by the Corporations.
6. Persons under the age of 16 are not permitted to use the Recreation Facilities without the supervision of an adult Resident at least 18 years of age. Restrictions, by age, for specific facilities are listed throughout the remainder of the document.
7. Radio or tape recorders, CD players (except the use of personal battery operated stereo equipment with headphones at a volume such that same is not audible to others) are not allowed in the Skymark West Club.
8. Pets will not be allowed in the Skymark West Club at any time.
9. The use of the Recreation Facilities may be restricted during any organized activities of either of the Two Condominiums.
10. Food and beverages shall only be allowed in designated areas of the Skymark West Club and must be in plastic containers.
11. The cost of any damage to any of the Recreation Facilities, Party Room, Conference Room, Terrace and Barbecue Area by a Resident and/or Guest(s) will be borne by (and be the sole responsibility of) the Owner.
12. Boisterous behaviour of any sort, including yelling, running or rowdyism and other general forms of misconduct are not permitted within the Recreation Facilities at any time, and any persons who commit same may be ejected from the Recreation Facilities by the Corporations Representative. The Corporations Representative shall have the unfettered discretion to determine what constitutes "boisterous behaviour".
13. Roller-skating, roller-blading, skate-board riding, ball playing and any other similar activities are strictly prohibited upon the common elements or within any parking unit and or tennis court and or third floor common elements.
14. The Recreation Facilities shall be used in strict accordance with any sign(s) posted setting out permitted uses. In addition, all Residents and Guests shall use the Recreation Facilities at their own risk, on the expressed understanding that the Two Condominiums, their respective Boards and the Managers hereby disclaim any responsibility and liability for any loss, damage or injury suffered by anyone

using (or traveling through) the Skymark West Club, whether as a result of any negligence or otherwise, and each of the Two Condominiums, their respective Boards and the Managers shall be fully indemnified and saved harmless with respect to (and be released from) any loss, costs, damage and/or liability whatsoever arising or incurred in connection with any injury or damage to persons or property occasioned by the use of the Recreation Facilities by any Resident(s) and/or Guest(s).

B. Swimming Pool/Whirlpool Area

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

6:00a.m. - 9:00 a.m. *Adults only*

9:30p.m. - 11:00 p.m. *Adults only*

Closed for maintenance

10:00a.m. – 11:00a.m.

- Swimming Pool: defined as the enclosed pool area within the Recreation Centre Unit, as well as the whirlpools in the deck area adjacent to the swimming pool.
 - Deck Area: defined as the area bounded by the walls surrounding the swimming pool, but excluding the whirlpools within the deck area.
1. **The swimming pool is unsupervised, and bathers under the age of 16 are not allowed within the swimming pool (nor within the deck area) unless accompanied by a parent or a guardian who is 18 years of age or over. The total number of bathers in the swimming pool, at any one time shall not exceed 25 people.**
 2. **For safety reasons person under the age of 16 are not permitted use of the whirlpool. Babies/small children and anyone in diapers are not allowed in the pool area.**
 3. Residents and their Guests use the pools at their own risk. It is strongly recommended that noone swim alone since the pools are unsupervised.
 4. No person infected with a communicable disease or having open sores on his or her body shall be allowed to enter the swimming pool.
 5. No person shall pollute the water in the swimming pool in any manner and the spitting of water and blowing of noses in the pool (or on the deck) is prohibited.

6. No person shall smoke, drink, eat or bring a glass container into the swimming pool.
7. No person shall engage in boisterous play in or about the swimming pool or the deck area.
8. Radios and tape recorders are strictly prohibited in the pool area.
8. Each bather shall take a shower, using warm water and soap (which shall be thoroughly rinsed off prior to entering or re-entering the swimming pool).
9. Inflatable children's toys or floats are not permitted in the swimming pool. CSA-approved life jackets are the only floatation devices permitted in the swimming pool.
10. In the event of an emergency, pick up the wall phone for direct communication to 911. In addition, the emergency number 911 is posted above the wall telephone in the swimming pool area. This telephone line is designated for emergency use only and must not be used for any other purposes.
11. All persons with hair longer than collar length must wear bathing caps or tie hair up in a bun.
13. Neither diving nor jumping is permitted in the swimming pool.
14. Running is not permitted in the swimming pool, or within the deck area.
15. No Resident or Guest(s) shall permit any child who is not toilet-trained to use the swimming pool.
16. In addition, the changing of diapers is prohibited within the swimming pool area.
17. Residents and Guests are required to wear proper attire within the swimming pool area. Any form of clothing that is considered street clothing (in the ordinary sense) is not considered proper attire (e.g. Cut off shorts).
18. Any Resident or Guest(s) who uses suntan oil, lotion, cream or any other sun block or sun tanning preparation must first shower and wash same off with soap prior to entering into the swimming pool.

19. A Resident must accompany guests wishing to use the swimming pool, unless same are registered guests using and occupying a guest suite.
20. The pool furniture within the swimming pool area (on the deck) is not to be moved outside the swimming pool area. Personal lounge furniture is not permitted in any of these areas.
21. All bathers entering the swimming pool area should be dressed in acceptable cover-up wear (i.e. bathrobes, shirts etc.)
22. Residents are responsible for the disposal of their own garbage and that of their Guests.
23. Change rooms/showers are not to be used for any other purpose than for going into the pool and whirlpools. No hair dying is to be done in the change rooms.
24. In aqua fit classes given by the staff, no guests or swimmers are allowed.

C. Sauna Rooms:

Hours of Operations: 6:00 a.m. - 11:00 p.m.
6:00 a.m. - 9:00 a.m. *Adults Only*

10:00 a.m. - 11:00 a.m. Closed for maintenance

9:30 p.m. - 11:00 p.m. *Adults only*

1. For safety reasons no person under the age of 16 may use the saunas.
2. For health reasons, a maximum of 20 minutes per use of the saunas is suggested.
3. No food/beverage, body oil or lotion is allowed in the saunas.
4. **The saunas are dry saunas and residents are not permitted to put water on the rocks. Any modification to the interior will lead to an immediate breach of the rules and the Resident/Guest will be asked to vacate.**

D. Change Rooms

1. Any Resident or Guest(s) using the change room locker must supply his or her own lock. In the event that a Resident or Guest(s) leaves items unattended within a change room (i.e. which have not been stored or locked within a locker), then the Resident or Guest(s) shall be fully responsible for any loss or damage occasioned thereto.
2. Lockers within the change rooms are reserved only for the use of Residents and/or Guests.
3. Locks must not be left on any locker overnight.
4. Neither of the Two Condominiums, nor their respective Boards, nor the Manager shall be responsible for any loss or theft of (or damage to) any personal articles belonging to any Resident and/or Guest(s), howsoever caused or occasioned.
5. No Resident or Guest shall wear any wet or muddy footwear into the change rooms.
6. Boisterous or rowdy behavior or conduct is strictly prohibited within the change rooms.
7. No body or foot powder, body oils, hair dye, etc; may be used within the change rooms, inasmuch as same may create a mess and/or a slippery hazardous condition.
8. Change rooms must be left in a clean and tidy manner.
9. The change rooms are designated for female and male use. Family change rooms are not available. Residents and their Guests must use the appropriate change room only.

E. Racquetball, Squash and Tennis Courts

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

*** After Hours – Dedicated key fob to be signed out from security**

1. For safety reasons Residents and Guests under the age of 16 years are prohibited from the use of the racquetball, squash and tennis courts, unless accompanied and supervised by a Resident 18 years and over.

2. Residents are required to wear appropriate attire including a shirt and non-marking (or non-skid) athletic shoes while using the racquetball, squash and tennis courts.
3. No food or drink in glass containers are prohibited within the racquetball, squash and tennis courts. Drinks are permitted if stored in a plastic container and kept outside of the playing area to avoid accidents.
4. Booking for courts may be made up to three days in advance, in person or by telephone @ (905) 502-8376.
5. The player who has reserved the court must sign in at the Skymark West Club Recreation office before going onto the court.
6. A maximum of three (3) Guests are permitted to play, and a Resident must accompany Guests. The Resident must be a participant of the game.
7. Playing time is 1 hour for racquetball and squash courts and 1 hour for tennis courts and courts must be vacated promptly once playing time is expired.
8. The court will be forfeited if not used within 10 minutes of the time booked.
9. Playing for two successive periods is not permitted by Residents or Guests from the same dwelling unit, or combination of dwelling units. However, if a court is not in use, these same players may reserve the court at the registration desk after completion of the first hour.
10. Non-marking balls must be used in the racquetball and squash courts.
11. It is strongly recommended that protection goggles be worn during play on all racquetball and squash courts.
12. Cancellation must be made well in advance of booked playing times.
13. Radios, tape recorders and C.D. players are strictly prohibited in the squash court and tennis court areas.
14. Playing of any sport other than tennis, soccer, football etc. by anyone in the tennis courts is absolutely prohibited.

F. Aerobics/Fitness Room (the "exercise room")

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

***After Hours – Dedicated key fob to be signed out from security**

1. Proper attire is required when using the exercise room, and while recognizing the variety of exercise suits and aerobic outfits available today, proper decorum must be exhibited in wearing outfits that do not over expose the wearer, male or female. Shirts and shoes must be worn at all times. No street clothes shall be allowed to be worn, and only non-marking (or non-skid) athletic shoes shall be worn.
2. Residents and/or Guests shall not wear any sort of wet attire, including bathing suits, into the exercise room.
3. **Residents and Guests under 13 years are strictly prohibited from the use of the exercise room unless they are accompanied and strictly supervised by an Adult Resident at all times who is no less than 18 years of age. Those Residents and Guests under 13 years of age are strictly prohibited from these rooms for safety reasons.**
4. Residents and/or Guests shall treat all equipment with reasonable care and caution. Putting weights on benches is prohibited.
5. Removal or relocation of any equipment for any purpose is strictly prohibited from the gym. All equipment including dumbbells, weights etc., must be put back on their racks after use.
6. No food or beverage in a glass container is permitted within the exercise/aerobics room.
7. All Residents and Guests must, after using any machinery or equipment situated within the exercise/aerobics room, wipe such machinery or equipment clean of any perspiration and restore any weight fittings, etc. back to their original position.
8. In order to utilize the television audio, residents must provide their own headset.
9. Battery operated radios, tape recorders and CD player's etc., can be used only with headsets. Television sets must be turned off after use.
10. **Equipment use is limited to 30 minutes at a time** if others are waiting to use the apparatus and must be booked in advance. In case of a violation Resident/Guest will be asked to leave Recreation Centre. If a resident has

booked any equipment, his/her turn will expire after 5 minutes of the booked time.

11. All Resident/Guests must sign in at the Recreation Centre Desk or they will be asked to leave Recreation Centre.

12. No equipment of any kind from outside is permitted in the gym.

G. Billiard Room/Virtual Golf Centre (the "games rooms")
Hours of operation: 9:00 a.m. – 11:00 p.m.

1. Persons under the age of 13 are not permitted to play in the Billiards Room. Persons under age 13 can participate in the Golf Center under the active supervision of an adult Resident.

2. Food and/or beverages are not permitted in the games rooms.

3. Residents and/or Guests are required to wear shoes and shirts while using the games rooms.

4. Advance reservations are required, and will supersede anyone who has not booked the games rooms. Reservations may be made in person or by contacting the Skymark West Club recreation desk @ (905) 502-8376.

5. **A booking period is one hour long.** Multiple bookings will not be accepted. Exclusive use of the games rooms is prohibited. Additional one hour may be reserved immediately after completion of the first hour provided there are no other reservations on the books. The time booked cannot be extended even if the game is not completed.

6. Cancellation must be made well in advance of booked times.

7. A maximum of three (3) Guests are permitted to play, and they must be accompanied by a Resident. The Resident and his or her Guests must use one billiard table only.

8. Radios and tape recorders are strictly prohibited in the games rooms.

9. After finishing with the use of the billiard room, the Residents and/or Guests shall ensure that the cues, cue rests and billiard balls are racked and stacked in the proper place.

10. Cues without tips are strictly prohibited from being used within the billiard

room and broken cues are to be delivered to the Concierge desk.

11. The Resident and his or her Guests must use one table only. A maximum of four (4) players may use the table at any one time.
12. The Skymark West Club recreation staff will issue billiard equipment. The Resident must surrender his or her access card to receive equipment and must return the equipment to the recreation staff before retrieving his or her access card.
13. Playing for two successive periods is not permitted for Residents or Guests from the same dwelling unit, or combination of dwelling units. However, if a table or putting green or golf cage is not in use, these same players may reserve these areas at the registration desk after completion of the first hour.
14. Only plastic balls are to be used in the golf room.

H. Bowling Alley

Hours of Operation: 9:00 a.m. – 11:00 p.m.

1. Residents and Guests under the age of 6 are not permitted to bowl in the bowling alley.
2. Residents and Guests must use the shoes that are provided and after using the bowling shoes by the club must return them to the proper place after use; failure to comply will result in the Corporation staff requesting the players to vacate the area.
3. No food and/or beverage of any kind are permitted in the bowling alley.
4. Bookings can be made for one lane for one hour up to three days in advance. No multi lane bookings permitted.
5. Maximum of three Guests are permitted and the Resident must accompany them at all times.

I. Party Room/Card Room/Conference Room and Dining Room

1. No Resident shall permit more people to be present in any room than the maximum capacity posted within such room, pursuant to the requirements of the municipal fire department.
2. The Party Room/Conference Room is usable only for those parties and for such purposes contemplated within the Declaration of Phase I & II Condominiums and by the Reciprocal Agreement.
3. All bookings for the Party Room/Conference Room shall be made with the Recreation Supervisor at the Recreation Desk during regular business. The Recreation Supervisor will require a Party/Conference Room Agreement to be completed in full, signed by the Adult Resident and all requirements of the agreement to be met, i.e. rental/security deposits, guest list, etc. Only registered owners may book the party/conference room. **Tenants will be required to provide written approval from the unit owner to book the party/conference room.** The Resident shall provide a security deposit in such amount as determined at the time of reservation (hereinafter referred to as the "Deposit"). If the Deposit is not paid to the Recreation Supervisor by way of a certified cheque or bank draft three (3) days after booking the room, then the Recreation Supervisor shall cancel the reservation.
4. The adult resident must be present during the booked event.
5. In the event that an adult Resident wishes to view a video movie within the Party Room, then he or she shall book the use of the T.V. at the Recreation Centre Office. No food or drinks are allowed.
6. The viewing of pornographic or X-rated videotapes is strictly prohibited within the Skymark West Recreation Center facilities.
7. Guests of the host Resident are not allowed to wander outside the party room including patio outside the party room, putting green, main lobby and lobby on the second floor. However, guests are allowed to go outside the front entrance.
8. A pre and post event inspection will be carried out by the Recreation Director to ensure that i) the party room is ready and fit for use and ii) that there was no damage to the facilities in the party room during the time of party room rental.

9. Subsequent to any event being held within the Party Room, the Manager shall determine if any damage has been occasioned to the Party Room and shall notify the Resident who rented the Party Room, in writing, as to such determination. In the event that no damage has been caused, the Deposit shall be returned to the Resident who used the Party Room. In the event that there is damage to the Party Room, then the Manager shall be empowered to apply the whole or any portion of the Deposit to the cost of repairing or rectifying such damage.

In the event that the Deposit is insufficient to pay for the damage and cleaning expenses, then the Resident shall immediately reimburse the Skymark West Shared Facilities for all sums expended by the Manager, in excess of the Deposit, in order to repair or rectify the damage and clean the Party Room.

10. **Reservations must be cancelled no later than 1 week prior to the reserved date.** Any cancellation with less than 1 week's notice from the reserved date shall result in the forfeiture of the Deposit.
11. Noisy or rowdy behaviour is prohibited within the Party Room.
12. No loud music shall be permissible in the Party Room at any time.
13. **All functions within the Party Room must be terminated as of 1:00 a.m.** and all Residents and Guests must thereafter immediately vacate the Party Room.
14. A security guard shall be retained for events of thirty-five (35) people or more to monitor the access to (and egress from) the Party Room during the reserved event. The Resident in whose name the reservation has been made shall pay for the cost of retaining the security guard on the date of booking. The Resident shall provide a list of the guests to the Recreation Director at least 48 hours before the party **failing which the party will be cancelled.**
15. **In no case shall liquor or any other drinks be sold** (whether for profit or otherwise) at any function within any Party Room. **No alcohol shall be served in the party room after 12:30 a.m.**
16. Only events organized by either of the Two Condominiums, a Resident and/or the Declarant shall be permitted within the Party Room.
17. **Paid-for parties (namely parties that require the selling of tickets) are strictly prohibited,** except those parties organized by the

Declarant and/or the Shared Facilities Committee.

18. The use of the card room may be restricted during any private parties or organized activities of either of the Two Condominiums and/or the Declarant.
19. Events organized by either of the residential Condominiums or of the Recreation Committee shall be permitted within any room and shall take precedent over private adult resident use.
20. No Party room bookings available on December 24th, 25th, 31st and January 1st.
21. One security guard shall have the right to enter the Party Room at any time to ensure that there is no disturbance or any inappropriate behaviour.

I. Library/Computer Area

Hours of Operation: Library: – 6:00 a.m. – 11:00 p.m.

Computers: - 9:00 a.m. - 11:00 p.m.

***After Hours – Dedicated key fob to be signed out from security**

1. The library cannot be booked for private use.
3. No Adult Resident shall permit more people to be present in any room than the maximum capacity posted within such room, pursuant to the requirements of the municipal fire department.
4. All books in the Library are the property of the Skymark West Club. All books must be signed out and signed in when returned. Management will take an inventory of all books once every three months.
5. Magazines and newspapers provided through the Library are to be used only within the Recreation Centre Unit.
5. No food and/or beverage of any kind are permitted.
6. The Library is to be used by Residents only who wish to read or use the computers. **All Guests must be accompanied by the resident.**
7. Radios, tape recorders and CD players shall not be used in the library unless they are battery operated and are equipped and used with earphones that produce no audible sound to other Resident/Guests.
8. Use of the computers must be booked in advance and the Resident must

ask the recreation director to lock up before leaving the library.

9. **Use of the computers is prohibited to children under the age of thirteen (13), unless an Adult Resident actively supervises them.**
10. Residents are responsible for all damages incurred and for the cost involved with any viruses introduced into the computers.
11. Any resident/guest opening a pornographic site will be evicted from the library and will forfeit the use of the computer.

J. Sitting Room/Drawing Room/2nd Floor Sitting Lobby

1. These areas cannot be booked for private use.
2. Residents and their guests should not move furniture, ornaments, flower arrangements, plants and lamps from their designated positions.
3. Boisterous behavior of any sort, including yelling, running or rowdysim is not permitted.
4. Food and drink are not allowed.

K. Enforcement Of Club Rules

1. The rules of the Skymark West Club shall be enforced in accordance with the terms of the Act, the respective Declarations of each of the Two Condominiums, and the Reciprocal Agreement, and upon such further terms as the Manager or the Shared Facilities Committee may deem advisable, in their sole and unfettered discretion, from time to time.
2. In addition to any other powers regarding the enforcement of the rules herein set forth which the Manager or the Shared Facilities Committee may have by virtue of the Act, the respective Declaration of the Two Condominiums and/or the Reciprocal Agreement, the following enforcement regime shall prevail unless the breach or contravention of any rule creates an emergency situation, or in the opinion of the Manager or the Shared Facilities Committee, a more expedient remedial approach is required, namely:
 - a) The offending or responsible Resident shall be notified in writing with respect to the first breach or offense, by the Manager and/or by the Shared Facilities Committee and shall be given 14 days within which to rectify the violation or to signify the Resident's willingness to comply with the rules in the future; Unless the

breach put anyone in danger at this point an immediate escalation to suspension and items (c) and (d) below and local authorities will be notified.

- b) Upon the second breach or offence, the offending or responsible Resident shall be given written notice thereof and shall be required to signify to the Manager and/or the Shared Facilities Committee in writing, within two days after the Resident's receipt of the aforesaid notice, that the Resident shall comply with the rules in the future; and
 - c) Upon the third breach or offense, and with respect to any further breaches or offenses committed by the offending or responsible Resident, the Manager and/or the Shared Facilities Committee may order the Resident to provide a security deposit to ensure future compliance with the rules by such Resident and/or his or her Guest(s), and said security deposit will be subject to forfeiture in the event that any further breach or contravention of the rules is occasioned by such Resident and/or his or her Guest(s).
 - d) Upon any further breach or offense, the Condominium Corporation has the right to deny access to the facilities at there sole discretion.
3. In the event that any of these rules require an Owner to pay monies hereunder and such monies are not paid within 30 days of demand therefore, such monies shall be deemed to be common expenses payable by such Owner and the condominium corporation in which such Owner resides shall be permitted to place a lien on title to the Owner's units in order to enforce payment of such monies.