

**SKYMARK WEST
SHARED
FACILITIES**

RULES

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 Recreation Centre".

Like every community, the Skymark West Recreation Centre must have rules 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 Recreation Centre for adherence by the owners, residents, tenants and invitees of the Phase I Condominium Corporation and the Phase II Condominium Corporation (hereafter collectively referred to as the "Two Condominium Corporations"). Once ownership of the Skymark West Recreation Centre has been formally transferred by the Declarant to the Two Condominium Corporations, 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 Condominium Corporations, 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 Recreation Centre.

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 Recreation Centre 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 Recreation Centre 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 Recreation Centre 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.

HUMAN RIGHTS POLICY

The Two Condominium Corporations as a community, believe in the dignity and equality of every human being, and espouses and adheres to the principles and provisions of the Human Rights Code of Ontario. The Two Condominium Corporations encourage an atmosphere of mutual respect and tolerance among all of its owners and residents. Any form of violence, harassment or nuisance of its owners, residents, tenants, guests, contractors or employees is strictly prohibited.

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 Corporation and/or the Phase II Condominium Corporation (as the context may require), elected pursuant to the provisions of the Act.

Skymark West Photo Identification Access Card:

Shall mean the Photo identification card issued to a registered Resident or Tenant residing within either of the Two Condominium Corporations. Hereinafter referred to as the photo I.D. card.

Manager:

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

Owner:

Shall mean the registered owner of a dwelling unit within either of the Two Condominium Corporations.

Resident:

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

Tenant:

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

Guest:

Shall mean any invitee, licensee, employee(s) of any Resident or Tenant of a dwelling unit within either of the Two Condominium Corporations, provided such Resident or Tenant resides within (and is the registered current occupant of), such dwelling unit.

Reciprocal Agreement:

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

Recreation Centre:

Shall mean the amenities and common elements of the Shared Facilities of the Two Condominium Corporations.

Visitor's Parking:

Shall mean the designated visitor's parking on the Two Condominium Corporations' common elements located on the surface ground level (exterior), and designated portions of the P1 level (underground).

RECREATION FACILITIES

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

A. Photo I.D. Card

1. **Each Resident shall apply for and obtain a photo I.D. card.** Arrangements to obtain the card should be made with the Management office.
2. **A Resident must carry the photo I.D. card at all times while using the facilities.**
3. Each suite may be issued 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. Residents and/or Guests must produce the photo I.D. card or visitor's pass, upon reasonable demand by the Corporation's Representative. Upon the sale or lease of his or her dwelling unit, the Owner shall return all photo I.D. cards and guest passes to the Management office.
5. In the event that a photo I.D. card or guest pass is lost or misplaced, a replacement cost of \$25 shall be paid.
6. Non-Resident Owners are not entitled to use the Recreation Centre Facilities and cannot obtain or keep a photo I.D. card permitting his or her use of the Skymark West Recreation Centre.

B. General Rules

1. 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.
2. 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.
3. **Residents and/or Guests are required to wear appropriate clothing, cover-ups, robes and footwear while walking throughout the Skymark**

West Recreation Centre and use of the various facilities.

4. The Skymark West Recreation Centre is private property; therefore, topless females or nude sunbathing and/or swimming is strictly prohibited.
5. **Each Resident must accompany his or her Guest(s) in the Skymark West Recreation Centre at all times.**
6. Each Resident is responsible for ensuring that his or her Guest(s) is/are fully aware of all rules and regulations.
7. **No smoking of any kind is allowed in the Skymark West Recreation Centre, or anywhere in the indoor and the outdoor amenity areas or any of the common areas and grounds.**
8. **No food or beverages of any kind shall be consumed in the Skymark West Recreation Centre except in designated areas assigned by the Two Condominium Corporations.**
9. All media devices (except those with headphones should be at a volume that is not audible to others), are not allowed in the Skymark West Recreation Centre, except in designated areas assigned by the Two Condominium Corporations.
10. **No Pets will be allowed in the Skymark West Recreation Centre at any time.**
11. The use of the Recreation Centre Facilities may be restricted during any organized activities of either of the Two Condominium Corporations.
12. The cost of any damage to any of the Recreation Facilities, by a Resident and/or Guest(s) will be borne by (and be the sole responsibility of) the Owner.
13. Boisterous behaviour of any sort, including yelling, running or horseplay and other general forms of misconduct or nuisance are not permitted within the Recreation Centre Facilities and/or in any of the common element areas at any time. Any person, who commits same, may be ejected from the Recreation Centre Facilities by the Corporation's Representative. The Corporation's Representative shall have the unfettered discretion to determine what constitutes "boisterous behaviour" or nuisance.
14. Roller-skating, roller-blading, skate-board riding, ball playing and/or any other similar activities are strictly prohibited upon the common elements or within any parking unit, third floor common elements and/or the Oval Parkway.

15. Photographing/Videography of any kind are not permitted within the Recreation Centre Facilities and/or in any of the common element areas at any time without prior written consent by either of the Two Condominium Corporations.
16. The Recreation Centre Facilities shall be used in strict accordance with any sign(s) posted, setting out the permitted use(s). **In addition, all Residents and/or Guest(s) shall use the Recreation Centre Facilities at their own risk**, on the expressed understanding that the Two Condominium Corporations, 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 Recreation Centre, whether as a result of any negligence or otherwise, and each of the Two Condominium Corporations, 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 person(s) or property occasioned by the use of the Recreation Centre Facilities by any Resident(s) and/or Guest(s).

C. Swimming Pool/Whirlpool Area

Hours of Operation: 6:00 a.m. - 11:00 p.m. - Daily
6:00 a.m. - 9:00 a.m. *Adults only* - Daily
9:30 p.m. - 11:00 p.m. *Adults only* - Daily
Closed for cleaning/maintenance: 3:00 p.m. - 4:00 p.m. - Daily

Swimming Pool: defined as the enclosed pool area within the Recreation Centre, 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. **As the swimming pool is unsupervised, the use of the swimming pool and whirlpools by Residents and their Guest(s) is/are used at their own risk. Bathers under the age of 16 are not allowed within the swimming pool (or within the deck area), unless accompanied by a parent or a guardian who can swim and who is 18 years of age or over.**
2. Children under the age of 6 years may not be admitted to the swimming pool unless they are accompanied by a parent or guardian who can swim and is responsible for their direct supervision at all times.

3. **The total number of bathers in the swimming pool, whirlpools and deck area at any one time, shall not exceed 25 people.**
4. If life jackets are not worn by non-swimmers, the ratio of non-swimmers to parent or guardian must be a maximum of two (2) bathers to one parent or guardian (2:1), who can swim. If wearing life jackets, the ratio of non-swimmers can be increased to a maximum to six (6) bathers to a parent or guardian who can swim.
5. **Inflatable children's toys or floats are not permitted in the swimming pool. CSA-approved life jackets are the only floatation device permitted in the swimming pool.**
6. **For health and safety reasons, persons under the age of 16 are not permitted to use the whirlpool. Pregnant women or persons with known health or medical conditions should consult with a physician before using the whirlpools.**
7. **As per Ontario Health Act, O. Reg. 381/84, each bather shall take a shower, using warm water and soap and thoroughly rinse off all soap before entering or re-entering the deck. Any Resident(s) or Guest(s) who use 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.**
8. No person infected with a communicable disease, having open sores, rash, or experiencing nausea, vomiting or diarrhea shall be allowed to enter the swimming pool or whirlpools. **O.Reg. 428/05, s.18 (1).**
9. Over exposure in the whirlpool may cause fainting. 10-15 minutes may be excessive for some individuals. Cool down periodically, and leave the whirlpool if nausea or dizziness occurs.
10. Always enter and exit the swimming pool and/or whirlpools slowly to prevent slipping.
11. Do not play or swim near drains or suction devices. Your body, body parts, hair, jewelry and other objects may become trapped and cause injury or drowning. Report any loose or broken drain covers, suction fittings or other damaged parts to staff.
12. **No person shall pollute the water in the swimming pool, whirlpools and/or deck area in any manner. The spitting of water, blowing of noses, urinating or defecating in these areas is strictly prohibited.**

13. Media devices are strictly prohibited in the pool area.
14. In the event of an emergency, pick up the wall phone and dial 911. This telephone line is designated for emergency use only and must not be used for any other purpose.
15. **All persons with hair longer than collar length must wear bathing caps or tie hair up in a bun (not pony tail or braid).**
16. No diving or jumping is permitted in the swimming pool.
17. No Running is permitted within the deck areas.
18. No Resident and/or Guest(s) shall permit any child who is not toilet-trained or person that cannot control their bowels or bladder to use the swimming pool or whirlpools without proper swim diapers.
19. The changing of diapers is prohibited within the swimming pool and/or deck areas.
20. Residents and/or Guest(s) are required to wear proper attire when using the swimming pool, whirlpools and/or on the deck. Any form of clothing that is considered street clothing (in the ordinary sense), is not considered proper attire (e.g. cut-off shorts, t-shirts, scarves, flowing robes, jeans, any type of footwear, etc.).
21. Feet must be bare upon entering swimming pool and/or deck area.
22. No children's strollers are permitted on the deck area.
23. The pool furniture within the deck area is not to be moved outside the deck area. Personal lounge furniture is not permitted in any of these areas.
24. All Residents and/or Guest(s) entering or exiting the area should be dressed in acceptable cover-up wear (i.e. bathrobes, shirts, shoes, etc.).
25. During aqua fit classes, only registered class participants are permitted in the swimming pool. No Guest(s) or swimmers are allowed to use the swimming pool or whirlpools during aqua fit class times.

D. Sauna Rooms

Hours of Operation: 6:00 a.m. - 11:00 p.m. - Daily
6:00 a.m. - 9:00 a.m. *Adults Only* - Daily
9:30 p.m. - 11:00 p.m. *Adults only* - Daily
Closed for cleaning and maintenance: 3:00p.m. - 4:00p.m. - Daily

1. For health and safety reasons, no person under the age of 16 may use the sauna unless supervised at all times by an adult Resident who is no less than 18 years of age.
2. For health reasons, a maximum of 20 minutes per use of the sauna is suggested to avoid nausea, dizziness, or fainting.
3. Each sauna user shall take a shower, using warm water and soap and thoroughly rinse off all soap before entering or re-entering the sauna. Any Resident and/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 sauna.
4. No body oil or lotions are allowed in the sauna.
5. **Do not put water on the rocks! 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 and/or Guest(s) will be asked to vacate.**
6. No person infected with a communicable disease, having open sores, or rash on his or her body shall be allowed to use the sauna.
7. Pregnant women and persons suffering from heart disease, diabetes, high or low blood pressure should not use the sauna without permission from their doctor.
8. The sauna should not be used while under the influence of alcohol, anti-coagulants, anti-histamines, vasoconstrictors, stimulants, hypnotics, narcotics or tranquilizers.
9. A towel must be used in the Sauna, and it must be large enough to create a barrier between your body and the bench.

E. Change Rooms

1. Any Resident and/or Guest(s) using the change room locker must supply his or her own lock. In the event that a Resident and/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 and/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 Guest(s) while using the Swimming Pool or Exercise Rooms.
3. Locks are not allowed to be left on lockers for any extended period of time other than while using the facilities. Failure to do so will result in Management removing the lock and its contents (if any), and disposing of them.
4. Neither of the Two Condominium Corporations, 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 Residents and/or Guest(s) shall wear any wet or muddy footwear into the change rooms.
6. No body or foot powder, body oils, hair dying, etc; may be used within the change rooms, in as much as same may create a mess and/or a slippery hazardous condition.
7. Change rooms must be left in a clean and tidy manner.
8. The change rooms are designated for female and male use. Family change rooms are not available. Residents and/or their Guest(s) must use the appropriate change room only. Children over the age of 6 should use the appropriate designated change rooms.
9. No person infected with a communicable disease, having open sores or rash on his or her body shall be allowed to use the change rooms.

F. Racquetball, Badminton, Squash and Tennis Courts

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

1. **For safety reasons, Residents and/or Guest(s) under the age of 16 years are prohibited from the use of the racquetball, badminton, squash and tennis courts, unless accompanied and supervised at all times by an adult Resident who is no less than 18 years of age. Those Residents and/or Guest(s) who are 13 years of age and under are strictly prohibited.**

2. A maximum of three (3) Guests are permitted to play, and a Resident must accompany their Guest(s). The Resident must be a participant of the game.
3. Residents and/or Guest(s) are required to wear appropriate attire, including a shirt and non-marking (or non-skid) athletic shoes while using the racquetball, badminton, squash and tennis courts.
4. Drinks in glass containers are prohibited within the racquetball, badminton, squash and tennis courts. Non-alcoholic drinks are permitted if stored in a plastic or metal container, with a lid, and kept outside of the playing area to avoid accidents.
5. Booking of the courts may be made up to three days in advance, in person or by telephone @ the Recreation Office (905) 502-8376.
6. The player who has reserved the court must sign in at the Recreation Office or Security/Concierge desk (when Recreation Office is closed), before going onto the court.
7. Playing time is one (1) hour for racquetball, badminton, squash courts, and tennis courts. Courts must be vacated promptly once playing time has expired.
8. The court will be forfeited if not used within 10 minutes of the time booked.
9. Playing for two (2) successive periods is not permitted by Residents and/or Guest(s) from the same dwelling unit, or combination of dwelling units. However, **provided** a court is not in use, these same players may reserve the court at the Recreation Office or Security/Concierge desk (when Recreation Office is closed), after completion of their booked 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 time.
13. Media devices are strictly prohibited in the racquetball, badminton, squash and tennis court areas.
14. Playing of any sport other than tennis, squash, racquetball or badminton in the respective courts by anyone is strictly prohibited.

G. Fitness Centre (the “exercise room”)

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

Resident Only Times: 6:00 p.m. - 9:00 p.m. - Daily

1. **Residents and/or Guest(s) who are 16 years and under are strictly prohibited from the use of the exercise room unless they are accompanied and strictly supervised at all times by an adult Resident who is no less than 18 years of age. Those Residents and/or Guest(s) who are 13 years of age and under are strictly prohibited from this room for safety reasons.**
2. 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 athletic 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.
3. Residents and/or Guest(s) shall not wear any sort of wet attire, including bathing suits, into the exercise room.
4. Residents and/or Guest(s) shall treat all equipment with reasonable care and caution. Putting weights on benches and/or on other equipment are prohibited.
5. Removal or relocation of any equipment from the exercise room for any purpose is strictly prohibited. All equipment including dumbbells, weights, etc., must be put back on their racks after use.
6. Drinks in glass containers are prohibited within the exercise room. Non-alcoholic drinks are permitted if stored in a plastic or metal container, with a lid.
7. **All Residents and/or Guest(s) must, after using any machinery or equipment within the exercise room, wipe such machinery or equipment clean of any perspiration, and restore any weight fittings, etc. back to their original position.**
8. Television volume must be left at a minimum so as not to disturb other residents. Television sets must be turned off after use.
9. Media devices can be used only with headsets at a volume such that same is not audible to others.
10. **Equipment use is limited to 30 minutes at a time (to include warm-up**

and cool-down), and must be booked in advance. In case of a violation, Residents and/or Guest(s) will be asked to leave the exercise room. If a Resident has booked any equipment, his/her turn will expire after 5 minutes after the booked time has started if not used.

11. **All Residents and/or Guest(s) must sign in at the Recreation Office desk or Security/Concierge desk (when Recreation Office is closed), or they will be asked to leave the exercise room.**
12. No equipment of any kind from outside is permitted in the exercise room.

H. Personal Trainers

1. Personal training is not allowed in the Recreation Centre unless the Personal Trainer is registered with the Two Condominium Corporations.
2. A copy of a valid certification for a Personal Trainer must be provided to Management.
3. Proof of the Personal Trainer's Liability Insurance in an amount not less than three million dollars (\$3,000,000) must be provided to Management.
4. The Personal Trainer must be approved by the Shared Facilities Committee.
5. Trainers must sign an acknowledgement and agreement:
 - i. Stating that they will follow the Shared Facilities Rules;
 - ii. Agreeing to indemnify and save harmless Peel Condominium Corporation No. 635 and Peel Standard Condominium Corporation No. 661 in regard to any and all claims relating to or arising out of any act or omissions of the trainer while on the Shared Facilities of the Two Condominium Corporations;
 - iii. Agreeing that the trainer will not solicit clients while on the Shared Facilities or on the property comprising either of Peel Condominium Corporation No. 635 or Peel Standard Condominium Corporation No. 661 and will only provide services to the Owner or Resident who requested the right to be accompanied by the Trainer.
6. The Owner or Resident must sign a waiver in favour of Peel Condominium Corporation No. 635 and Peel Standard Condominium Corporation No. 661 of all claims, demands and liabilities relating to or arising out of the said Two Condominium Corporations permitting the Owner or Resident to bring the Trainer

onto the Shared Facilities, or otherwise relating to the use of the Shared Facilities while accompanied by the Trainer.

7. The Owner or Resident and the Trainer must sign an attendance sheet located in the GYM.

I. Billiard's Room

Hours of Operation: 9:00 a.m. - 11:00 p.m. - Daily

1. **Residents and/or Guest(s) who are 16 years and under are strictly prohibited from the use of the Billiard's Room, unless they are accompanied and strictly supervised at all times by an Adult Resident who is no less than 18 years of age. Those Residents and/or Guest(s) who are 13 years of age and under are strictly prohibited.**
2. Residents and/or Guest(s) are required to wear shoes and shirts while using the Billiard's Room.
3. Advance reservations are required, and will supersede anyone who has not booked the Billiard's Room. Reservations may be made in person, or by contacting the Recreation Office @ (905) 502-8376.
4. **A booking period is one (1) hour long.** Multiple bookings will not be accepted. Exclusive use of the Billiard's Room is prohibited. Additional one (1) hour periods may be reserved immediately after completion of the first hour, **provided** there are no other bookings. Playing for two (2) successive periods is not permitted for Residents and/or Guest(s) from the same dwelling unit, or combination of dwelling units. However, **provided** a table is not in use, these same players may reserve these areas at the Recreation Office or Security/Concierge desk (when Recreation Office is closed), after the completion of the first hour.
5. Cancellation must be made well in advance of booked times.
6. A maximum of three (3) Guests are permitted to play, and they must be accompanied by the Resident. The Resident and his or her Guest(s) must use one Billiard table only. Therefore, a maximum of four (4) players per table at any one time.
7. Media devices are strictly prohibited in the Billiard's Room.
8. After finishing with the use of the Billiard's Room, the Residents and/or Guest(s) shall ensure that the cues, cue rests, triangle, billiard balls, cue chalk and tray are

returned to the Recreation Office desk or Security/Concierge desk (when Recreation Office is closed).

9. Cues without tips are strictly prohibited from being used within the Billiard's Room and broken cues are to be delivered to the Recreation Office desk or Security/Concierge desk (when Recreation Office is closed).
10. The Recreation staff will issue billiard equipment. The Resident must surrender his or her Photo I.D. Card in order to receive equipment, and must return the equipment to the Recreation Staff before retrieving his or her Photo I.D. card.

J. Golf/Aerobics Centre (also includes Outdoor Putting Green)

Hours of Operation: 9:00a.m. - 11:00p.m. - Daily
9:00a.m. - 8:00p.m. - Daily for Outdoor Putting Green (Seasonal)

1. **Residents and/or Guest(s) who are 16 years and under are strictly prohibited from the use of the Golf/Aerobics Centre unless they are accompanied and strictly supervised at all times by an adult Resident who is no less than 18 years of age. Those Residents and/or Guest(s) who are 13 years of age and under are strictly prohibited.**
2. Residents and/or Guest(s) are required to wear shoes and shirts while using the Golf/Aerobics Centre.
3. Proper attire is required when using the Aerobics Centre, 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 athletic 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.
4. Residents and/or Guest(s) shall not wear any sort of wet attire, including bathing suits, into the Golf/Aerobics Centre.
5. Advance reservations are required, and will supersede anyone who has not booked the Golf/Aerobics Centre. Reservations may be made in person or by contacting the Recreation Office at (905) 502-8376. The outdoor Putting Green is used on a "first come, first served" basis.
6. **A booking period is one (1) hour long for the Golf/Aerobics Centre and thirty-minutes (30) for the outdoor Putting Green.** Multiple bookings will

not be accepted. Exclusive use of the Golf/Aerobics Centre is prohibited. Additional one (1) hour may be reserved immediately after completion of the first hour **provided** there are no other reservations on the books for the Golf/Aerobics Centre. Playing for two (2) successive periods is not permitted for Residents and/or Guest(s) from the same dwelling unit, or combination of dwelling units. However, **provided** the putting greens or the golf cage is not in use, these same players may reserve these areas at the Recreation Office or Security/Concierge desk (when the Recreation Office is closed), after the completion of the booked time.

7. Cancellation must be made well in advance of booked times.
8. A maximum of three (3) Guests are permitted to play, and they must be accompanied by an adult Resident.
9. After finishing with the use of the Golf/Aerobics Centre, the Residents and/or Guest(s) shall ensure that there is no damage to the walls, nets and surrounding areas.
10. The Recreation Staff or Security (when Recreation Office is closed) will issue golf equipment. The Resident must surrender his or her Photo I.D. Card to receive equipment and must return the equipment to the Recreation Office or Security (when Recreation Office is closed) before retrieving his or her Photo I.D. card.
11. Only plastic balls are to be used in the Golf/Aerobics Centre.
12. No chipping is allowed on the outdoor Putting Green.
13. No equipment of any kind from outside is permitted in the exercise room.

K. Bowling Alley

Hours of Operation: 9:00 a.m. - 11:00 p.m. - Daily

1. **Residents and/or Guest(s) who are 16 years of age and under are strictly prohibited from the use of the Bowling Alley unless they are accompanied and strictly supervised at all times by an adult Resident who is no less than 18 years of age.**
2. Maximum of three (3) Guests are permitted and the adult Resident must accompany them at all times.
3. Residents and/or Guest(s) must use the shoes that are provided, and must return

them to the proper place after use; failure to comply will result in the Corporation's Staff requesting the players to vacate the area.

4. Bookings can be made for one (1) lane for one (1) hour up to three (3) days in advance. No multi-lane bookings permitted.

L. Party Room/Card Room/Conference Room

Hours of Operation: Outlined in respective Rental Agreements

1. A maximum of four (4) bookings per calendar year per unit.
2. 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.
3. The Party Room/Card Room/Conference Room is usable only for those events and for such purposes contemplated within the Declaration of the Two Condominium Corporations and by the Reciprocal Agreement.
4. All bookings for the Party Room/Card Room/Conference Room shall be made with the Recreation Coordinator at the Recreation Office during office hours. The Recreation Coordinator will require a Party Room/Card Room/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 fee, security damage deposit, guest list, etc.).
5. Only Adult Residents may book the Party Room/Card Room/Conference Room for their personal events only. Events for friends, extended family and acquaintances are strictly prohibited. **Tenants will be required to provide written approval from the unit owner to book the Party Room/Card Room/Conference Room.**
6. The Adult Resident or Tenant shall provide the user fee (hereinafter referred to as the "rental"), in such amount as determined at the time of reservation. If the rental is not paid to the Recreation Coordinator by way of a certified cheque or bank draft three (3) days after booking either rooms, then the Recreation Coordinator shall cancel the reservation.
7. Any application or agreement form supplied by the Recreation Coordinator shall be completed in full, signed by the adult Resident and returned to the Recreation Office at the time the booking is made.

8. The viewing of pornographic or x-rated material is strictly prohibited within the Skymark West Recreation Centre facilities.
9. The function must be confined to the Party Room/Card Room/Conference Room. Washroom(s) are located in the respective rooms. No drink or foods of any kind are allowed outside of the Party Room/Card Room/Conference Room into the lobby areas. Access to any other area of the Recreation Centre Facilities and the two Towers are prohibited to party guests. Summer parties are limited to the area under the Veranda. Exterior cooking must be done by a licensed and insured caterer, must be approved by the Corporation 30 days in advance.
10. A pre and post event inspection will be carried out by Security to ensure that the Party Room/Card Room/Conference Room is ready and fit for use and that there was no damage to these facilities.
11. Subsequent to any event being held within the Party Room/Card Room/Conference Room, the Manager shall determine if any damage has been occasioned to the Party Room/Card Room/Conference Room and shall notify the Resident who rented the Party Room/Card Room/Conference 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/Card Room/Conference Room. In the event that there is damage to the Party Room/Card Room/Conference 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/Card Room/Conference Room.

12. **Reservations must be cancelled at least thirty (30) days prior to the reserved date.** Any cancellation with less than 30 days notice from the reserved date shall result in the forfeiture of the rental fee.
13. Noisy or rowdy behaviour is prohibited within the Party Room/Card Room/Conference Room.
14. No loud music shall be permissible in the Party Room/Card Room/Conference Room at any time.
15. **All functions and clean up within the Party Room/Card**

Room/Conference Room must be terminated as of 1:00 a.m. on Fridays and Saturdays and 12:00 a.m. on Sundays through to Thursdays, and all Residents and Guests must, thereafter, immediately vacate the Party Room/Card Room/Conference Room and leave it in a clean condition, and to also ensure that there is no loitering on the Corporation's property, inside or out, after the function.

16. 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, as well, ensuring that rules and regulations are being followed 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, but in any event no later than 30 days prior to event. The Resident shall provide a list of the guests to the Recreation Coordinator at least 72 hours before the party, **failing which the party will be cancelled.**
17. **In no case shall liquor or any other drinks be sold** (whether for profit or otherwise) at any function within any Party Room/Card Room/Conference Room. **No alcohol shall be served half an hour before the end of the party.**
18. Only events organized by either of the Two Condominium Corporations, a registered adult Resident and/or the Declarant shall be permitted within the Party Room.
19. **Paid-for parties (namely parties that require the selling of tickets) are strictly prohibited,** except those parties organized by the Declarant, the Shared Facilities Committee and/or the Social Committee.
20. Events organized by either of the Two Condominium Corporations shall be permitted within any room and shall take precedent over private resident use.
21. **No Party Room/Card Room/Conference Room bookings shall be made on December 24th, 25th, 31st and January 1st.**
22. Security shall have the right to enter the Party Room/Card Room/Conference Room at any time to ensure that there is no disturbance, any inappropriate behavior or nuisance. In the event that the Resident fails to abide to any of the rules of the Party Room/Card Room/Conference Room booking, and the three (3) warning system has been exercised, then the Security Guard shall be empowered to stop the event and the Guest(s) shall be asked to leave.
23. Use of equipment in the Party Room/Card Room/Conference Room: no tampering, alteration, revising etc.; of any equipment is permitted. In case of a need to adjust any equipment, Security should be contacted. Any damage occurring to the equipment arising out of misuse, tinkering or re-wiring will be charged back to the booking Resident/Owner.

24. No tape, pins, nails, or any kind of attachments or decorations to the walls, ceilings, mantles, artwork, doors, furniture or windows are allowed. All table top decorations, such as non-artificial floral arrangements, must be in water proof containers. ***Furniture may be rearranged to suit the function use, but nothing may be moved outside the Party Room/Card Room/Conference Room.*** The cost of any missing items, as indicated in the Corporation's post-inspection report, shall be deducted from the security deposit.
25. Protection must be placed on tables and counters for hot objects and/or dishes.
26. The Party Room/Card Room/Conference Room Agreements shall also constitute and form an integral part of these rules.

M. Library/Computer Room

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

1. **Residents and/or Guest(s) who are 16 years of age and under are strictly prohibited from the use of the Library Room unless they are accompanied and strictly supervised at all times by an adult Resident who is no less than 18 years of age.**
2. A maximum of three (3) Guests are permitted, and they must be accompanied by an adult Resident.
3. After the use of the Library/Computer Room, the Resident must ask the Recreation Coordinator or Security (when the Recreation Office is closed), to lock up before leaving the Library at any time.
4. The Library cannot be booked for private use.
5. 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.
6. All books in the Library are the property of the Skymark West Recreation Centre. All books must be signed out and signed in when returned at the Library.
7. The Library is to be used by Residents and/or Guest(s) only who wish to read or use the computers. **All Guest(s) must be accompanied by the adult Resident.**

8. Media devices shall not be used in the Library unless they are battery operated and are equipped, and used with headphones that produce no audible disturbance to other Resident and/or Guest(s).
9. Voices to be kept at a minimal volume so as not to disturb other residents or be heard in the lobby hallway.
10. Use of the computers must be booked in advance with the Recreation Coordinator or Security (when the Recreation Office is closed).
11. Residents are responsible for all damages incurred and for the cost involved with any viruses introduced into the computers.
12. Any Resident and/or Guest(s) opening a pornographic site will be evicted from the Library and will forfeit the future use of the computers permanently.
13. No tutoring or study hall bookings are allowed.

N. Lobby/Drawing Room/2nd Floor Lobby

1. The Drawing Room may be booked for private use for a maximum of 60 minutes by Residents only.
2. Residents and their Guest(s) should not move furniture, ornaments, flower arrangements, plants and lamps from their designated positions.
3. No tutoring or study hall bookings are allowed.
4. The Drawing Room is not to be used as a prayer hall.
5. No Loitering.

O. Hobby Room

1. The Hobby Room may be booked for private use.
2. A maximum of three (3) Guests are permitted, and they must be accompanied by an adult Resident.
3. Residents and/or their Guest(s) need to supply their own tools and materials.

4. The Hobby Room needs to be clean and tidy after each use.
5. Residents shall use safety equipment at all times, including safety goggles where and when necessary.
6. No Loitering.

P. BBQ Terrace

**Hours of Operation: 12:00p.m. - 10:00p.m. - Daily for BBQs
9:00a.m. - 11:00p.m. - Daily for Terrace**

1. Reservations for barbeques are to be made at the Recreation Office or Security/Concierge Desk (when the Recreation Office is closed).
2. A key is required to operate the barbeque. The keys for all barbeques are available at the Recreation Office or Security/Concierge Desk (when the Recreation Office is closed).
3. A twenty dollar (\$20.00) damage/key deposit in the form of a cheque (no cash), made payable to "Skymark West Shared Facilities", must be submitted at the Recreation Office or Security/Concierge Desk (when the Recreation Office is closed), at the time of the booking. Resident Photo I.D. Card is also required at the time of the booking in exchange for BBQ items and will be returned upon post-inspection.
4. For safety reasons, please familiarize yourself with the proper operation of the barbeques before attempting to light. Please do not hesitate to ask the Recreation Staff or Security for assistance.
5. Residents must be 18+ to operate barbeques on their own.
6. Residents must clean the grills before and after use, using the brush provided by the Recreation Staff or Security (when the Recreation Office is closed).
7. No glass of any type (even cookware), which could be construed as a safety or health hazard may be brought into the barbeque area.
8. Use of the BBQ Terrace is restricted to Residents and their Guest(s) when accompanied by the Resident. Resident Photo I.D. Cards and Visitor's Passes must be shown at all times. Maximum 3 Visitors per suite.

9. Barbeques are limited to one (1) per suite/unit; for a two (2) hour period per use, per day.
10. Absolutely no smoking of any kind or pets permitted on the BBQ Terrace.
11. Please remember to dispose of your garbage in the bins provided, and remove all personal belongings.
12. Please respect your fellow Residents by keeping noise levels to a minimum at all times.

Q. Car Wash Bays

1. There are two (2) car wash bays located on the P2 level.
2. Residents must supply their own wash mitt, soap, bucket and hose nozzle.
3. For safety reasons during the winter months, the Car Wash will be closed.
4. Residents are responsible for leaving the car wash basin area clean (floor area must be washed down and clear of soap), and clear of garbage and debris. Garbage bins are provided.
5. No bodywork or mechanical/electrical work on any vehicle is permitted.

R. Parcel & Delivery Rules

1. **Security will only be accepting parcels from registered and recognized courier companies and Canada Post.**
2. Due to limited space, Security can only accept parcels up to 24 x 24 x 24.
3. Parcels will be held for three days (72 hours) only. Should parcels not be picked up within that time frame, the parcels will be returned to the delivering courier company.
4. Perishables such as flowers, fruit baskets, etc., must be picked up on the day of delivery. If not picked up the items will be returned to the delivering company.
5. Security is not responsible for damaged parcels.

S. Suite Keys

1. Suite keys may not be left at the Security/Concierge desk for any reason whatsoever.

T. Real Estate Agents

1. Keys shall not be left for, or by, Real Estate Agents, or any Apartment Rental company, or any Leasing company for any Owner or Resident.
2. The rules for Real Estate Agents: keys shall be placed in the agent's lock box and left at the Security/Concierge desk. Each lock box must have the agent's card on the back and the date of expiry on the back of the box.

U. Visitor's Parking

1. Overnight parking passes for up to seven (7) nights per month, in allotments of three (3) evenings at a time, are issued by Security.
2. All Guests will require an overnight pass if remaining after 2:00 a.m.
3. The pass must be clearly displayed on the vehicle dashboard.
4. Anyone requiring more than seven (7) nights per month must receive approval from the Management Office.
5. No Residents are allowed to park in the Visitor's Parking area at any time.
6. The private passenger vehicle of any Visitor may be parked only within any parking spaces within the Condominium which are clearly marked or designated for visitors and for no longer than five (5) consecutive hours at a time, unless a "Skymark West Visitor's Permit" is obtained from Security or Management. Failing which, such vehicle shall be tagged and/or towed away at the Owner's or Resident's expense.
7. Visitor's Parking is intended to be used for **Visitors ONLY**. The vehicles of Owners or Residents which are parked in the Visitor's Parking areas will be tagged and/or towed away at the Owner's or Resident's expense.
8. Vehicles may not be parked in the Visitor's Parking area for any period of time outside of the Visitor's Permit that was issued.

9. No overnight parking for any commercial vehicle, trailer, recreational vehicle, motor-home, boat and/or snowmobile is strictly prohibited.
10. Vehicle Owners are responsible for any damages, loss or stolen vehicles and/or belongings from vehicles. Parking is at owner's risk.

V. Bicycle Rooms (P1 & P2)

1. Bicycle(s) stored in the Bicycle Rooms are done at the Resident's risk.
2. It is the Resident's responsibility to obtain adequate insurance coverage of the stored bicycle(s) and to include any additional add-on parts and/or accessories to the coverage.
3. Bicycle(s) must be secured to the bicycle support racks with a sturdy cable or chain and locked.
4. Bicycle(s) must not extend out into the aisle. Bicycle(s) must not take up more space than is provided by each support. They must not infringe onto the neighboring spaces.
5. One bicycle is permitted per registration, although multiple bicycles may be registered.
6. Registration of bicycle(s) will run and renew on a yearly basis, January to December. Each bicycle(s) will be issued an identification sticker at time of fee payment. Registrations, Renewals and Fees are processed at the Management Office. The Resident will also need to purchase a refundable bike room key.
7. Non-registered or non-renewed bicycle(s) will be disposed of after the expired registration.
8. No repairs, maintenance, washing and/or oiling is permitted in the Bicycle Rooms.

W. Table Tennis Table

1. For safety reasons, Residents and/or Guest(s) under the age of 16 years are prohibited from the use of the table tennis table, unless accompanied and supervised at all times by an adult Resident who is no less than 18 years of age. Those Residents and/or Guest(s) who are 13 years of age and under are strictly prohibited.

2. A maximum of three (3) Guests are permitted to play, and a Resident must accompany their Guest(s). The Resident must be a participant of the game.
3. Residents and/or Guest(s) are required to wear appropriate attire, including a shirt and non-marking (or non-skid) athletic shoes while using the table tennis table in the P2 court lobby.
4. Drinks in glass containers are prohibited within the P2 court area. Non-alcoholic drinks are permitted if stored in a plastic or metal container, with a lid, and kept outside of the playing area to avoid accidents.
5. Booking of the table may be made up to three days in advance, in person or by telephone @ the Recreation Office (905) 502-8376.
6. The player who has reserved the court must sign in at the Recreation Office or Security/Concierge desk (when Recreation Office is closed), before using the table tennis table.
7. Playing time is one (1) hour. Table tennis table must be vacated promptly once playing time has expired.
8. The table tennis table will be forfeited if not used within 10 minutes of the time booked.
9. Playing for two (2) successive periods is not permitted by Residents and/or Guest(s) from the same dwelling unit, or combination of dwelling units. However, **provided** the table is not in use, these same players may reserve the table at the Recreation Office or Security/Concierge desk (when Recreation Office is closed), after completion of their booked first hour.
10. Resident to supply their own paddles and non-marking table tennis balls.
11. Cancellation must be made well in advance of booked playing time.
12. Media devices are strictly prohibited in the area P2 Lobby court.
13. Proper use of the table tennis table is required at all times. Sitting on the table is prohibited.

Enforcement of Club Rules

1. The rules of the Skymark West Recreation Centre shall be enforced in accordance with the terms of the Act, the respective Declarations of each of the Two Condominium Corporations, 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 Condominium Corporations 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 fourteen (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, along with 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 (2) 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 of \$500 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 their 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 thirty (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 suite/unit in order to enforce payment of such monies.