

## RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

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The following rules shall be observed by each owner, and the term "owner" shall include the owner of any unit in the Corporation and any other person(s) occupying the unit with the owner's approval, including without limitation, a dwelling unit owner's family members, tenants, invitees and/or licensees:

1. No addition, alteration, or improvement to the common elements, including any decoration or painting of any kind, shall be made to any portion of the common elements, without the prior written approval of the board, and without the execution of an AAI Agreement [as such term is defined in the declaration of the Condominium, and as contemplated by section 98(1)(b) of the Act].
2. Water shall not be left running unless in actual use, and no waste, garbage, rubbish, or noxious or unusual substances shall be disposed into (or down) any toilet, sink or drain. No garburator, nor any in-suite garbage disposal equipment or system, shall be installed or connected to any plumbing or drainage pipe or system serving any of the dwelling units, unless same is installed or connected by or on behalf of the Declarant. Any costs resulting from damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the owner who has (or whose family, guests, visitors, servants or agents have) caused such damage.
3. Save as otherwise hereinafter provided with respect to election advertising posters, no sign, notice, advertising material, door knocker, wreath or other object shall be inscribed, painted, affixed, hung or placed on any part of the outside of any unit (nor on the inside of any unit visible from the outside thereof), nor upon or within any portion of the common elements whatsoever, without the prior written consent of the board; and
4. No tinted, coloured, mirrored or foil-lined interior window treatments or coverings shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s).
5. No awnings, shades or shutters shall be erected over and/or outside of any windows, patios, balconies and/or front/rear yard areas, nor shall any exterior doors be removed, replaced or changed in any way, without the prior written consent of the board. No screen or storm doors or windows shall be installed within any existing door or window openings which form part of the common elements without the prior written consent of the board.
6. No hazardous, combustible or offensive goods, products, or materials shall be stored or kept in the units or common elements, without the prior written consent of the board.
7. No owner shall do, or permit anything to be done in or from his or her unit, or bring or keep anything therein, which will in any way increase the risk of fire, or the rate of fire insurance premiums with respect to any of the units or the Corporation itself, or on property kept therein, nor obstruct or interfere with the rights of the other owners, nor in any way injure or annoy them, nor conflict with the regulations of the relevant fire department, or with any insurance policy carried by the Corporation, nor conflict with any of the rules and ordinances of the local board of health, or with any municipal by-law or any provincial or federal statute or regulation.
8. Nothing shall be placed on the outside of window sills or projections, nor upon any patio, balcony and/or terrace railings, without the prior written consent of the board, and nothing shall be thrown or swept out of any windows, doors, patios, balconies and/or front/rear yard areas, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors, patios, balconies and/or front/rear yard areas, nor from any other portion of the common elements.
9. No one shall place, leave or permit to be placed or left in or upon the common elements (including those of which he or she has the exclusive use) any waste, debris, refuse or garbage except in those areas designated by the board or the manager as a central garbage depository, and only on those days and times as are designated by the board or the manager from time to time. In an effort to promote recycling, the residents shall sort out their garbage into designated recycling bins located within the designated garbage room/drop-off area(s) situate on levels 1 or A in this Condominium.
10. No one shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the board or the manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners.
11. Owners shall not overload existing electrical circuits and plumbing facilities in their units.
12. No auction or garage sale shall be held in the units or on the common elements.
13. Save as otherwise provided or contemplated in the declaration of the Corporation, the sidewalks, passageways, walkways, fire routes and driveways used in common by the owners shall not be obstructed or used for any purpose other than for ingress and egress to and from the units and/or the common elements.
14. No hanging or drying of clothes shall be allowed on (or within) any portion of the common elements, and no pulley clothesline or other similar apparatus shall be affixed to any unit or common element area.
15. a) All vehicles parked within the confines of the Condominium (whether belonging to owners, residents,

visitors or otherwise) must have proper license plates and be in road-worthy condition. Failure to comply with the foregoing shall entitle the Corporation to give the owner or custodian of such vehicle notice to remove same forthwith from the Condominium premises, and any failure to remove same after such notice shall entitle the Corporation to do so, all at the owner's sole cost, risk and expense (and to collect all such charges in the same manner, and to the same extent, as common expenses, and with corresponding lien rights similar to the case of common expense arrears).

- b) Only an automobile, motorcycle, station wagon, mini-van or truck, not exceeding 1.9 metres in height, shall be parked in a designated parking space and/or parking unit. No boat, snowmobile or recreational vehicle, nor any machinery or equipment whatsoever, shall be parked or stored on any portion of the common elements, nor in a designated parking space or parking unit. No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on the common elements, or in any parking unit. No motor vehicle shall be driven on any part of the common elements other than on a driveway or designated parking area; and
  - c) The motor vehicles of visitors may be parked only in those parking spaces clearly marked or designated for visitors. Visitors must obtain a visitor parking permit from the Condominium's concierge or gatehouse security personnel (if applicable), in order to be allowed to park between the hours of 2:00 a.m. and 7:00 a.m., failing which the vehicle of any such visitor shall be tagged and/or towed away at the expense of the respective vehicle owner. The vehicles of owners and/or residents which are parked in the visitor parking areas will also be tagged and/or towed away at the expense of the respective owner or resident (as the case may be).
16. Save and except for the communication control unit and the exclusive-use common element areas appurtenant thereto, no television antennae, satellite dish, aerial, tower or similar structure (nor any appurtenances thereto) shall be erected on, or fastened to, any unit or on any portion of the common elements, without the prior written consent of the board.
17. No portable or window air-conditioning unit (or any appurtenances thereto) shall be installed within any unit or common element area.
18. a) Only planter boxes and/or seasonal furniture shall be placed on or within any patio, balcony or terrace area(s), provided same have first been approved by the board or the Corporation's manager, and no patio, balcony or terrace area shall be used for any storage purposes whatsoever;
- b) No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on the common elements (including without limitation, the grass, plants, hedges, shrubs, flowers or trees), nor place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the common elements, without the prior written consent of the board or the Corporation's manager, provided however that the foregoing shall not be construed as preventing any owner from planting and trimming his or her own small flowers and plants situate within any planter box located within any outdoor balcony, patio, or terrace area, the exclusive use of which has been designated or allocated to such owner's dwelling unit;
- c) No one other than the Declarant shall be permitted to plant or install, within the confines of any outdoor balcony, patio or terrace area (nor anywhere else within the confines of the Condominium) any trees, hedges, shrubbery or any other type of foliage or flora, without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefor approved by the board or the Corporation's property manager from time to time; and
- d) No one other than the Declarant shall be permitted to install any water feature(s) upon or within any outdoor balcony, patio or terrace area (nor anywhere else within the confines of the Condominium), without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefor approved by the board or the Corporation's property manager from time to time.
19. No owner shall be permitted to install, place, store or use any type of barbecue equipment or facility within any unit or common element area, save and except for a portable electric or natural gas barbecue (whose size and specifications have been approved by the board or the Corporation's manager) which is placed, stored and/or used solely within the outdoor exclusive-use terrace area appurtenant to an owner's dwelling unit, in accordance with Schedule "F" of the declaration. Any such natural gas barbecue can only be placed, stored or used within the outdoor exclusive-use terrace area appurtenant to an owner's dwelling unit provided that a natural gas outlet has been installed by the Declarant, or otherwise installed with the permission of the Corporation, within such outdoor terrace area. Under no circumstances, however, shall any propane barbecue be used or brought into the Condominium, nor shall any natural gas barbecue be placed, stored or used within any covered balcony or patio area.
20. a) No animals, reptiles, rodents, livestock or fowl of any kind shall be permitted within any unit or common element area, other than two (2) pets per dwelling unit, with the term "pet" being defined restrictively to include only:
- (i) a canary, a budgie, or any other small bird that is kept in a cage at all times;
  - (ii) a hamster, a gerbil, a guinea pig, a mouse or a rabbit that is kept in a cage at all times;

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- (iii) one or more turtles that are kept in an enclosed container at all times;
- (iv) an aquarium of goldfish and/or tropical fish; and
- (v) a dog or a cat (excluding pitbulls, dobermans, mastiffs, rottweilers, and any other similar breeds of dog that are customarily bred or trained as "guard dogs" or "attack dogs") that are sufficiently small in both weight and size such that same can be easily lifted and carried throughout all portions of the common elements by the dog's or cat's owner (whenever such pet is being transported to and from such owner's dwelling unit).

- b) No such pet that is deemed to be a nuisance by the board or the Condominium's property manager (in their sole and absolute discretion) shall be kept by any owner in any unit or in any part of the common elements. Each owner must ensure that his or her pet does not defecate and/or urinate upon any unit or common element area, and shall be obliged to clean up any mess that occurs thereon immediately thereafter. Should a pet owner fail to clean up after his or her pet as aforesaid, then the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks after receiving a written request from the board (or the Condominium's property manager) to remove such pet, permanently remove such pet from the property. All dogs and cats must be on a leash (or otherwise adequately restrained) when outdoors, all birds, rodents and/or turtles must be kept in their cage, and all pets must be carried by their respective owners whenever same are being transported throughout the interior common element areas, and must be accompanied by their respective owners at all times whenever same are within or upon the common elements. No breeding of animals, whether for sale or other purposes, shall be carried on within any unit and/or the common elements.
21. No unit owner shall permit or suffer the infestation of his or her unit (or any exclusive use common element area with respect thereto) by pests, insects, rodents or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the board as soon as the owner is aware of same, will render such owner liable for all costs and expenses incurred in having to eradicate such infestation from any other unit(s) and/or the common elements.
  22. Any repair work creating (or likely to cause) any noise or disturbance shall only be permitted within the hours of 9:00 a.m. and 8:00 p.m.
  23. Roller-skating, skate-board riding, bicycling, ball throwing, street games (i.e. ball hockey, soccer) and other similar activities are strictly prohibited upon the common elements or within any parking unit(s).
  24. No one shall restrict or prevent any candidate running for municipal, provincial or federal office (or his or her representative) from having access to or within the Condominium, between the hours of 9:00 A.M. and 9:00 P.M., in order to canvass at the door of each of the dwelling units or to campaign in the Condominium's lobby or other common meeting area. No more than two election advertising posters, each having a size or dimension of not more than 3 feet by 3 feet, may be displayed through the window(s) of any dwelling unit, or displayed within the exclusive use common element areas appurtenant to any dwelling unit. However, no election advertising posters shall be displayed within (or affixed to) any portion of the non-exclusive use common elements areas whatsoever.
  25. All costs and damages incurred by the Corporation as a result of a breach of the rules by any owner shall be borne by such owner, and be recoverable by the Corporation against such owner in the same manner as common expenses.
  26. In the event that any part of the exterior of the building which faces a public street is defaced by graffiti, such graffiti shall be removed by property management promptly, and in any event within ten (10) business days of the graffiti being acknowledged/recognized.

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THE RECREATION RULES

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**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 in the Grand Ovation intended to be shared by the owners, residents and tenants of the dwelling units in this Condominium, and their respective invitees.

Like every community, the Grand Ovation 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. Ovation At City Centre Inc. (the "Declarant") has established a set of rules governing the use and operation of the recreational facilities for the Grand Ovation condominium project, for adherence by the owners, residents and tenants of the dwelling units in this Condominium, and their respective invitees

The rules initially adopted and imposed by the Declarant are rather comprehensive. While there is no intention to burden users of the Grand Ovation's recreational facilities 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 governing the use and enjoyment of the Grand Ovation's recreational facilities 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 Grand Ovation is a pleasant and safe complex that offers the optimum of enjoyment and maximum usage of its facilities.

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

**DEFINITIONS**

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

**The Act:**

Shall mean *The Condominium Act 1998*, 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 Grand Ovation Condominium (as the context may require), elected pursuant to the provisions of the Act.

**Guest:**

Shall mean any invitee, licensee, employee, agent and/or contractor of any owner or tenant of a dwelling unit within the Condominium, provided such owner or tenant resides within (and is the current occupant of) such dwelling unit.

**Manager:**

Shall mean the Property Management Company retained to manage the operation of the Grand Ovation Condominium Project (hereinafter sometimes referred to as this or the "Condominium", or this or the "Corporation"), together with its agents, employees or licensees, as the context may require.

**Owner:**

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

**Resident:**

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

**Tenant:**

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

# THE GRAND OVATION CONDOMINIUM PROJECT

## RECREATION FACILITIES

Hours of Operation: 6:00 a.m. - 12:00 <sup>MIDNIGHT</sup> a.m.

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### Identification/Access Devices

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

### A. General Rules

1. No adult resident shall permit more people to be present in any room than the maximum capacity posted within such room, pursuant to the requirements of the municipal fire department.
2. Residents are required to wear appropriate clothing, cover-ups, robes and footwear while walking throughout the common element areas of this Condominium. This Condominium is private property; therefore, topless females or nude sunbathing and/or swimming is prohibited.
3. Each Resident must accompany his or her Guest(s) in this Condominium at all times.
4. Each Resident is responsible for ensuring that his or her Guest(s) is fully aware of all rules and regulations.
5. Smoking is not allowed at anytime within the Recreation Facilities, including any indoor and/or outdoor amenity areas, nor within or upon any of the common element areas of this Condominium.
6. Persons under the age of 16 are not permitted to use the Recreation Facilities without the supervision of an adult Resident at least 16 years of age or older. Restrictions by age, for specific facilities are listed throughout the remainder of this 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 to be operated within any of the recreational amenity areas of this Condominium.
8. Pets are not allowed within any of the recreational amenity areas of this Condominium, at any time. All pets must be carried and enter and exit via the side entrances of the building. Visitors are not authorized to bring pets onto the common elements.
9. The use of the Recreation Facilities may be restricted during any organized activities of either of the Condominium and/or the Declarant.
10. Food and beverages shall only be allowed within designated portions of the common element areas of this Condominium.
11. The cost of any damage to any of the Recreation Facilities by a Resident and/or Guest(s) will be borne by (and be the sole responsibility of) the Owner.
12. Boisterous behavior of any sort, including yelling, running or rowdyism and other general forms of misconduct are not permitted within the Recreation Facilities at any time, and any persons who commit same may be ejected from the Recreation Facilities by the Corporation's representative. The Corporation's representative shall have the unfettered discretion to determine what constitutes "boisterous behavior".

13. Scooters, roller-skating, roller-blading, skate-board riding, ball playing and any other similar activities are strictly prohibited upon the common elements, including both interior and exterior common element areas. Residents are required to carry their gear to the outside municipal sidewalk area. (137)
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 Condominium, the Board and the Manager hereby disclaim any responsibility and liability for any loss, damage or injury suffered by anyone using (or travelling through) the Recreation Facilities, whether as a result of any negligence or otherwise, and each of the Condominium, the Board and the Manager 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. Steam/Sauna Rooms**

1. For safety reasons no person under the age of 16 may use the steam or sauna rooms. Persons between the age of 16 and 18 must be accompanied by a Resident over the age of 18 years, and actively supervised.
2. For health reasons, a maximum of 15 minutes per use of the steam or sauna rooms is suggested.
3. No food or beverage is allowed in the steam or sauna rooms.
4. Residents are not permitted to use this facility for a shaving area.
5. The saunas are dry saunas and residents are not authorized to put water on the rocks.

**C. Change Rooms**

1. Any Resident or Guest(s) using the change room 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 the Condominium, nor its Board, 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 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.
10. The use of Cell phones are not permitted in the change rooms.

**D. Swimming Pool/Whirlpool Area:**

- Swimming Pool: defined as the enclosed pool area within the Recreation Centre Unit, as well as the whirlpool 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 whirlpool 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 16 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 13 are not permitted use of the whirlpool. Persons between 13 and 16 must be accompanied by an adult resident at least 16 years of age and older, and actively supervised.

3. Residents and their Guests use the pools at their own risk. It is strongly recommended that no one 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 or whirlpool.
5. No person shall pollute the water in the swimming pool or whirlpool 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, unless being used by an agent of the Corporation for a fitness class.
9. 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).
10. Inflatable children's toys or floats are not permitted in the swimming pool. However, CSA-approved life jackets are permitted in the swimming pool.
11. 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 purposes.
12. Neither diving nor jumping is permitted in the swimming pool.
13. Running is not permitted in the swimming pool, or within the deck area.
14. No Resident or Guest(s) shall permit any child who is not toilet-trained to use the swimming pool.
15. In addition, the changing of diapers is prohibited within the swimming pool area.
12. 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 (eg. cut off shorts).
13. 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.
14. Guests wishing to use the swimming pool must be accompanied by a Resident.
19. 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.
20. It is strongly recommended that no one swim alone since the swimming pool is unsupervised.
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. Bathing caps must be worn by all persons with hair longer than ear length.

**E. Aerobics/Fitness (the "fitness center")**

1. Proper attire is required when using the fitness center 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 fitness center.
3. Those Residents and Guests under 13 years of age are strictly prohibited from these rooms for safety reasons. Residents and Guests 13 years of age to 16 years are strictly prohibited from the use of the fitness center unless they are accompanied and strictly supervised by an Adult Resident at all times who is no less than 18 years of age.
4. Residents and/or Guests shall treat all equipment with reasonable care and caution.
5. Removal or relocation of any equipment for any purpose is strictly prohibited from the gym. All equipment including

the dumbbell, weights etc., must be put back on their racks after use.

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6. No food is permitted at any time. Drinks are permitted if stored in a plastic container and kept away from the equipment to avoid accidents.
  7. All Residents and Guests must, after using any machinery or equipment situated within the fitness center, 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.
- F. Multi-purpose/Party Room/Billiard Room/Boardroom/Theatre (the "Rooms")**
1. The use of these facilities is governed by the terms of the declaration and the Rooms are usable only by those parties and for such purposes contemplated within the declaration.
  2. All bookings for the Rooms shall be made with the Manager at the management office during regular business hours and should be made no more than six months in advance. The Manager may require such information, as it decides in its sole discretion, is reasonable from any party applying for use of the meeting room, party room and/or boardroom.
  3. Any application form supplied by the management office to the applying party, (applicant) shall be completed in full and signed by the applicant and returned to the Manager.
  4. The Manager shall request, and the applicant shall provide, a security/cleaning deposit, in such sums as the Board may determine at the time of reservation. If this security cleaning deposit is not paid to the management office by the way of certified cheque, or bank draft, at least two weeks prior to the reserved date, then the management office shall cancel the reservation.
  5. Subsequent to any event being held within the Rooms, the Manager or his staff shall determine if any damage has been occasioned to any of the Rooms and shall notify the Resident who rented any of the Rooms in writing as to his determination. In the event that no damage has been occasioned to the Room(s) so booked or used, then the security/cleaning deposit less cleaning charges shall be returned to the Resident who used the Room(s). In the event that there is damage, the Manager shall be empowered to apply the security/cleaning deposit first against any and all damage. In the event the deposit is insufficient to pay for the damage and cleaning expenses, then the Resident shall immediately reimburse the Manager for all sums expended by the Manager in excess to the security deposit amount to repair the damage and clean the Room(s).
  6. Reservations must be cancelled no later than 14 days prior to the reserved date, except if the reservation is on a designated holiday, in which case the cancellation must be made at least one month in advance of the reserved date, and any cancellations within the final month prior to the reservation date shall result in the forfeiture of the security cleaning or deposit.
  7. Noisy or rowdy behaviour is prohibited within any of the Rooms.
  8. No excessive music levels which disturb the quiet enjoyment of the other Residents shall be permissible in any of the Rooms.
  9. All functions within the Party room must be terminated as of 1:00 a.m. and the Room shall thereafter be immediately vacated by all Residents and/or Guests.
  10. A security guard, pursuant to the terms and provisions of the declaration of this Condominium, must be retained to monitor the access to and egress from the Rooms during the reserved event. Such security guard shall be reimbursed or compensated by the party in whose name the reservation has made.
  11. In no case shall liquor be sold, whether for profit or otherwise, at any function within any of the Rooms.
  12. Only events organized by the Corporation, a Resident, or the Declarant, shall be permitted within any of the Rooms. However, the Board shall not restrict access and use of any of the Rooms based on the desired use of same, provided any such use is not inconsistent with the facilities, furnishings and/or equipment contained therein.
- G. Golf Centre:**
1. For safety reasons Residents and Guests under the age of 16 years are prohibited from the use of the unless accompanied and supervised by a Resident 16 years and over.
  2. Booking of the facility may be made up to three days in advance, in person or by telephone.



3. Only residents who have participated in a training session will be permitted use of the Golf Centre.
4. The players who have reserved the facility must sign in at the concierge before entering the room.
5. Playing time is one hour and must be vacated promptly once playing time is expired.
6. The room will be forfeited if not used within 10 minutes of the time booked.
7. Playing for two successive periods is not permitted by Residents or Guests from the same dwelling unit, or combination of dwelling units. However, if the room is not in use, these same players may book the room at the registration desk after completion of the first hour.
8. Resident's must use the balls provided, regular golf balls are not permitted to be used.
9. Cancellation must be made well in advance of booked playing times.

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**Enforcement of Rules**

1. The rules of the Corporation shall be enforced in accordance with the terms of the Act, the declaration, the by-laws, and upon any such further terms as the Board may deem advisable in its sole discretion from time to time.
2. In addition to any other power of enforcement of these rules that the Board may have by virtue of the Condominium Act, the declaration of this Condominium, and/or its by-laws (including the right to have a court of competent jurisdiction order the compliance with the said rules), the Board may also deal with any Resident(s) and/or Guest(s) who violate the rules as follows:
  - (a) the offending or responsible Resident shall be notified in writing with respect to the first offence by the Manager and/or Board of Directors and shall be given 14 days to rectify the violation or signify their future willingness to comply with the rules;
  - (b) upon the second offence the offending or responsible Resident shall be given written notice and shall be required to signify to the Board of Directors in writing within two days upon receipt of the notice, that they shall comply with the rules and regulations; and
  - (c) upon the third offence and any further offences by the offending or responsible Resident the Board of Directors, may direct that the said Resident supply the Board with a security deposit with respect to such further or subsequent breaches of the rules which may be occasioned by the Resident and/or his Guests, which security deposit will be forfeited and considered liquidated damages in the event that any further breach of the rules is occasioned by the Resident and/or his Guests.

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