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NOTICE OF RULES PASSED BY THE BOARD OF DIRECTORS OF
METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1549

TO: The Residences At The Icon Inc., the registered owner of all units on all levels in TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1549 (the "Corporation")

RULES

In accordance with the provisions of section 58(6) of the *Condominium Act 1998, S.O. 1998, as amended from time to time* (hereinafter referred to as the "Act"), notice is hereby given that the directors of the Corporation, at their meeting on the 9th day of October, 2001, passed those rules in the form annexed hereto as Schedules "A" and "B" (hereinafter collectively referred to as the "Corporation's Rules"), and notice of same is hereby given to you, as you are the registered owner of all of the units in the Corporation as of the date hereof.

The board proposes that the Corporation's Rules will become effective on the 30th day following the date that this notice has been given to you, provided that the board has not theretofore received a written requisition for a meeting convened under section 46 of the Act to consider, amend or repeal any of such rules, or to make any new rules.

Please be further advised that you (or any other owners) have a right to requisition a meeting under section 46 of the Act, to consider, amend or repeal any of such rules, or to make new rules, and that the rules shall become effective:

- a) once the owners approve of same at a meeting of owners duly called for that purpose (in those circumstances where the board receives a requisition for the meeting under section 46 of the Act, within 30 days after this notice regarding the rules has been given to you); or alternatively
- b) 30 days after this notice regarding the rules has been given to you, if the board does not receive a requisition for a meeting under section 46 of the Act within such 30 day period.

DATED this 9th day of October, 2003.

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1549

Per: _____

Greg Nevison - Secretary

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SCHEDULE "A"

RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS FOR TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1549 (the "Corporation" or this "Condominium")

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, decoration or painting of any kind shall be made to any portion of the common elements, without the prior written approval of the board.
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.
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 terrace 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 terrace areas, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors, patios, balconies and/or terrace 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, driveways and fire routes 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) Visitors' motor vehicles may be parked only in those parking spaces clearly marked or designated for visitors. The vehicles of owners and/or residents which are parked in the visitors' parking areas will be tagged and/or towed away at the owner's or resident's expense.
- 16. Save and except for the communication control unit (designated as Unit 1 on Level 13) 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 window air conditioning unit (or 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 Condominium's property manager) which is placed, stored and/or used solely within the outdoor patio, balcony or 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 patio, balcony or 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 board or the Condominium's property manager, within such patio, balcony or 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 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;
 - (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 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

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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 constrained) 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. 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.
- 24. 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).
- 25. All costs and damages incurred by the Corporation as a result of a breach of the rules committed by any owner, or by any one residing within (or visiting) the owner's unit (and for whose actions the owner of the unit may be responsible or liable at law) shall be borne by such owner, and be recoverable by the Corporation against such owner in the same manner as common expenses.

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SCHEDULE "B"

**RECREATIONAL FACILITIES RULES FOR TORONTO STANDARD
CONDOMINIUM CORPORATION NO. 1549 (the "Corporation" or this Condominium")**

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 the Icon Phase II (the "Phase II Facilities") as well as the right to use and enjoy the recreational facilities and amenities intended to be shared (the "Shared Facilities") by the owners, residents, tenants and invitees of both the Icon Phase I and the Icon Phase II (the "Two Condominiums") with the Phase II Facilities and the Shared Facilities, including any equipment contained therein or utilized in connection therewith, being hereinafter collectively referred to as the "Recreation Facilities".

Like every community, the Icon 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. The Residences At the Icon Inc. (the "Declarant") has established a set of rules governing the use and operation of the Recreation Facilities for adherence by the owners, residents, tenants and invitees of the Phase II Condominium and, where applicable, the Phase I Condominium.

Once ownership of the Shared Facilities has been formally transferred by the Declarant to the Two Condominiums, then a committee will be formed (hereinafter referred to as the "Shared Facilities Committee") comprised of an equal number of members or representatives appointed by each of the boards of directors of the Two Condominiums, and the Shared Facilities Committee will be empowered to make additional rules respecting the use and operation of the Shared Facilities and amenities in order to promote and foster the safety, security and welfare of the members and users of the Shared Facilities.

With respect to the Phase II Facilities, the board of directors of the Phase II Condominium will be empowered to make additional rules respecting the use and operation of the Phase II Facilities and amenities in order to promote and foster the safety, security and welfare of the members and users of the Phase II Facilities.

The rules initially adopted and imposed by the Declarant are rather comprehensive. While there is no intention to burden members and users of the 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 of the Recreation Facilities, 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 Recreation Facilities remain pleasant and safe and offer the optimum of enjoyment and maximum usage of 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 Phase I Condominium and/or the Phase II Condominium (as the context may require), elected pursuant to the provisions of the Act.

Guest:

Shall mean any invitee, licensee, employee, agent and/or contractor of any owner or tenant of a dwelling unit

or a live/work unit within either of the Two Condominiums, provided such owner or tenant resides within (and is the current-occupant of) such dwelling or live/work unit.

Manager:

Shall mean the Property Management Company retained to manage the operation of the Phase I Facilities and/or the Shared Facilities (as the context may require) together with its agents, employees or licensees, as the context may require.

Owner:

With reference to the Phase II Facilities, "Owner" shall mean the registered owner of a dwelling or live/work unit in the Phase II Condominium, and with reference to the Shared Facilities, "Owner" shall mean the registered owner of a dwelling or live/work unit within either of the Two Condominiums.

Reciprocal Agreement:

Shall mean the agreement entered into between Phase I Condominium and the declarant on behalf of the Phase II Condominiums pertaining to the mutual use and enjoyment of (as well as the cost of maintaining and repairing) the Shared Facilities, as well as any counterpart agreement or other agreement supplementing same.

Resident:

With reference to the Phase II Facilities, "Resident" shall mean an Owner or Tenant (as hereinafter defined) who resides within (and is the current occupant of) a dwelling or live/work unit within the Phase II Condominium, and, with reference to the Shared Facilities, "Resident" shall mean an Owner or Tenant (as hereinafter defined) who resides within (and is the current occupant of) a dwelling or live/work unit within either of the Two Condominiums.

Tenant:

With reference to the Phase II Facilities, "Tenant" shall mean any lessee(s) of a dwelling or live/work unit within the Phase II Condominium and with reference to the Shared Facilities "Tenant" shall mean any lessee(s) of a dwelling or live/work unit within either of the Two Condominiums.

RECREATION FACILITIES

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

Identification/Access Cards

1. Each Resident of a unit shall apply for and obtain an identification/access card. Arrangements to obtain the card should be made with the Management office.
2. A Resident must carry the identification/access card at all times.
3. Each suite may be issued 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 Representative may determine in its sole and unfettered discretion.
4. Guest and/or Resident must produce their respective identification/access cards or guest pass, as the case may be, upon reasonable demand by the Corporations Representative. Upon the sale or lease of his or her dwelling unit, the Owner shall return all identification cards and guest passes to the Manager. In the event that an identification/access card or guest pass is lost or misplaced, a replacement cost shall be paid in the amount pre-determined by the Corporate Representative.
5. Non Resident Owners are not entitled to use the Recreation Facilities and cannot obtain or keep an identification/access card permitting his or her use of the Recreation 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 and through the Recreation Facilities. The Recreation Facilities

are private property; therefore, topless females or nude sunbathing and/or swimming is prohibited.

3. Each Resident must accompany his or her Guest(s) in the Recreation Facilities 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 in the Recreation Facilities, or anywhere in the indoor and the outdoor amenity areas or any of the common areas and grounds except areas designated by the Corporations.
6. Persons under the age of 16 are not permitted to use the Recreation Facilities without the supervision of an adult Resident. Restrictions, by age, for specific facilities are hereinafter set forth.
7. Radio or tape recorders, CD players (except the use of personal battery operated stereo equipment with headphones at a volume such that same is not audible to others) are not allowed in the Recreation Facilities.
8. Pets are not allowed in the Recreation Facilities at any time. All pets must enter and exit via the side entrances of the building. Visitors are not authorized to bring pets onto the common elements. Pets are not permitted on the rooftop garden.
9. The use of the Recreation Facilities may be restricted during any organized activities of either of the Two Condominiums and/or the Declarant.
10. Food and beverages shall only be allowed in designated areas of the Recreation Facilities.
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 Corporations 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 Recreation Facilities or upon the common elements interior or exterior. Residents are required to carry their gear to the outside municipal sidewalk area.
14. The Recreation Facilities shall be used in strict accordance with any sign(s) posted setting out permitted uses. In addition, all Residents and Guests shall use the Recreation Facilities at their own risk, on the expressed understanding that the Two Condominiums, their respective Boards and the 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 Two Condominiums, their respective Boards 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. Workout pool Area: —

1. The workout pool is unsupervised, and bathers under the age of 13 are not allowed within the workout pool (nor within the deck area) unless accompanied by a parent or a guardian who is 18 years of age or over.
2. For safety reasons person under the age of 13 are not permitted use of the workout pool. Persons between 13 and 17 must be accompanied by an adult resident at least 18 years of age, and actively supervised.
3. Residents and their Guests use the workout pool at their own risk. It is strongly recommended that no one swim alone since the workout pool is unsupervised.
4. No person infected with a communicable disease or having open sores on his or her body shall be allowed to enter the workout pool.
5. No person shall pollute the water in the workout pool in any manner, and the spitting of water

and blowing of noses in the pool (or on the deck) is prohibited.

- 6. No person shall smoke, drink, eat or bring a glass container into the workout pool.
- 7. No person shall engage in boisterous play in or about the workout pool or the deck area.
- 8. Radios and tape recorders are strictly prohibited in the workout 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 workout pool).
- 10. Inflatable children's toys or floats are not permitted in the workout 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 workout pool.
- 13. Running is not permitted in the workout pool, or within the deck area.
- 14. No Resident or Guest shall permit any child who is not toilet trained to use the workout pool. In addition, rubber pants over diapers and/or the changing of diapers is prohibited within the workout pool area.
- 15. Residents and Guests are required to wear proper attire within the workout pool area. Any form of clothing that is considered street clothing (in the ordinary sense) is not considered proper attire (eg. cut off shorts).
- 16. 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 workout pool.
- 17. Guests wishing to use the workout pool must be accompanied by a Resident.
- 18. The pool furniture within the workout pool area (on the deck) is not to be moved outside the workout pool area. Personal lounge furniture is not permitted in any of these areas.
- 19. All bathers entering the workout pool area should be dressed in acceptable cover-up wear (i.e. bathrobes, shirts etc.)
- 21. Residents are responsible for the disposal of their own garbage and that of their Guests.

C. Sauna Rooms:

- 1. For safety reasons no person under the age of 13 may use the saunas. Persons between the age of 13 and 17 must be accompanied by a Resident over the age of 18 years, and actively supervised.
- 2. For health reasons, a maximum of 20 minutes per use of the saunas is suggested.
- 3. No food or beverage is allowed in the saunas.
- 4. The saunas are dry saunas and residents are not authorized to put water on the rocks.
- 5. Residents are not permitted to use this facility for a shaving area.

D. 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 of the Two Condominiums, nor their respective Boards, nor the Manager shall be

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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.

E. Aerobics/Fitness Room (the "exercise room"):

- 1. Proper attire is required when using the exercise room, and while recognizing the variety of exercise suits and aerobic outfits available today, proper decorum must be exhibited in wearing outfits that do not over expose the wearer, male or female. Shirts and shoes must be worn at all times. No street clothes shall be allowed to be worn, and only non-marking (or non-skid) athletic shoes shall be worn.
- 2. Residents and/or Guests shall not wear any sort of wet attire, including bathing suits, into the exercise room.
- 3. 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 17 years are strictly prohibited from the use of the exercise room unless they are accompanied and strictly supervised by an Adult Resident at all times who is no less than 18 years of age.
- 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.
- 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 exercise/aerobics room, wipe such machinery or equipment clean of any perspiration and restore any weight fittings, etc. back to their original position.
- 8. In order to utilize the television audio, residents must provide their own headset.
- 9. Battery operated radios, tape recorders and CD player's etc., can be used only with head sets. Television sets must be tuned off after use.
- 10. Equipment use is limited to 30 minutes at a time.

F. Party Room:

- 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. The Party Room Room is usable only by those parties and for such purposes contemplated within the Declaration of Phase I & II Condominiums and by the Reciprocal Agreement.
- 3. All bookings for the Party Room 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 from any party applying for the use of the Party Room, as the Manager deems reasonable or appropriate in its sole discretion.
- 4. The decision as to what programs may be viewed on the T.V. shall be decided on a first-come, first-serve basis. In the event that normal television programming is requested or desired to be watched by any Resident, then the Resident who first arrived shall have the use of such T.V. for a period of one hour, or until the show that he or she is watching is over, whichever is sooner.

5. In the event that an adult Resident wishes to view a video movie within the Party Room, then he or she shall book the use of the T.V. at the Recreation Facilities Management office, which booking shall be posted upon the wall of the Party Room. No food or drinks are allowed.
6. The viewing of pornographic or X-rated videotapes is strictly prohibited within the Party Room or the Recreational Facilities.
7. Reservations for use of the party room are made through the management office and all fees must be paid within three (3) days after the booking is made or at least two weeks prior to the reserved date whichever falls earlier.
8. Any application or agreement form supplied by the management office to an adult resident shall be completed in full, signed by the Adult Resident and returned to the management office two weeks before the event. The adult Resident must be present during booked events.
9. Guests of the host Resident are not allowed to wander outside the party room without being accompanied by the host Resident.
10. The Resident shall provide a security/cleaning deposit in such amount as the Manager may determine at the time of reservation (hereinafter referred to as the "Deposit"). If the Deposit is not paid to the Manager by way of a certified cheque or bank draft at least two weeks prior to the reserved date, then the Manager shall cancel the reservation.
11. Subsequent to any event being held within the Party Room, the Manager shall determine if any damage has been occasioned to the Party Room and shall notify the Resident who rented the Party Room, in writing, as to such determination. In the event that no damage has been caused, the Deposit, less a reasonable deduction for cleaning charges, shall be returned to the Resident who used the Party Room. In the event that there is damage to the Party Room, then the Manager shall be empowered to apply the whole or any portion of the Deposit to the cost of repairing or rectifying such damage. In the event that the Deposit is insufficient to pay for the damage and cleaning expenses, then the Resident shall immediately reimburse the Manager 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.
12. Reservations must be cancelled no later than 1 week prior to the reserved date. Any cancellation with less than 1 week's notice from the reserved date shall result in the forfeiture of the Deposit. In those circumstances where the reserve date falls on a statutory holiday, in which case the cancellation must be made at least one month in advance of the reserve date. Any cancellation within the final month prior to the reserve date shall result in the forfeiture of the deposit.
13. Noisy or rowdy behavior is prohibited within the Party Room.
14. No loud music shall be permissible in the Party Room at any time.
15. All functions within the Party Room must be terminated as of 1:00 a.m. and the Party Room must thereafter be immediately vacated by all Residents and Guests.
16. A security guard shall be retained to monitor the access to (and egress from) the Party Room during the reserved event. The cost of retaining the security guard shall be paid for by the Resident in whose name the reservation has been made. The Resident shall provide a list of the guests to the security at least 48 hours before the party failing which the party will be cancelled.
18. In no case shall liquor be sold (whether for profit or otherwise) at any function within any Party Room. No alcohol shall be served in the party room after 12:30 a.m.
19. Only events organized by either of the Two Condominiums, a Resident and/or the Declarant shall be permitted within the Party Room. However, the access and use of the Party Room shall not be restricted based solely on the desired use of same, provided such use is otherwise lawful and does not create undue noise, disturbance or inconvenience to other Residents, nor contravene any other rules set forth herein.
20. Paid-for parties (namely parties that require the selling of tickets) are strictly prohibited, except those parties organized by the Declarant and/or the Shared Facilities Committee.
21. Events organized by either of the residential Condominiums or of the Recreation Committee shall be permitted within any room and shall take precedence over private adult resident use. However, the access and use of any room shall not be restricted based solely on the desired use of

same, provided such use is otherwise lawful and does not create undue noise, disturbance or inconvenience to other residents, no contravenes any other rules set forth herein.

G. Lounge:I.

- 1. This room cannot be booked for private use.
- 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. All books in the lounge are the property of the Two Corporations. All books must be signed out and signed in when returned. The management will take an inventory of all books once in three months.
- 4. Books returned are to be left at the appropriate drop-off area.
- 1. Magazines and newspapers provided through the library are to be used only within the Recreation Facilities.
- 6. No food and/or beverage of any kind are permitted.
- 7. The rooms are not permitted to be used as a lounge or rest area.
- 8. Radios, tape recorders and CD players shall not be used in the lounge unless they are battery operated and are equipped and used with earphones.
- 9. Parents are responsible for supervising their children's use of the lounge.

H. Barbecue

- 1. The use of this facility is restricted to residents and their guests. Resident must accompany his/her guest(s) at all times when using the barbecues.
- 2. The number of guests per suite allowed in the barbecue area shall not exceed **TWO (2)**.
- 3. Children must be supervised and accompanied by an **adult** at all times.
- 4. NO booking is required; barbecues and tables are available on a "**First-come-first-serve**" basis.
- 5. No barbecues or tables may be reserved prior to actual use. If there are people waiting to use the barbecue, please be considerate.
- 1. **ONE** barbecue per suite is allowed.
- 2. Each suite should not use the barbecue more than **One & Half (1-1/2) hours**.
- 3. Please turn gas **OFF** after each use.
- 4. Each user must clean up after using a barbecue grill by cleaning the grill surface with the wire brush provided. Clean up may be waived if another person is waiting to use the barbecue and agrees to take over the existing fire and clean up after.
- 5. All garbage must be wrapped, tied and placed in the disposal containers.
- 6. When a meal is completed, the table must be cleaned off and vacated to provide room for another group.
- 7. The Resident(s) is/are responsible for personal injuries, losses, liabilities or damage of property, caused or occasioned by his/her Guests. In case there has been damage occasioned to the barbecue equipment or surroundings by the Residents or their Guests, then the Property Manager shall provide a written report to the Resident, along with an invoice for payment of all costs, relating to the repair or clean up of damage.
- 8. Guests are responsible for all personal items left within the barbecue area and the Corporation shall bear no responsibility for the theft, damage, or destruction of any belongings of the guests.
- 9. Each resident eligible to use the barbecue is responsible for ensuring that any guests are fully aware of

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all the rules and regulations.

10. The Corporation is not responsible for personal injuries, loss or damage of property.
11. **NO SMOKING** allowed in the barbecue area.
12. The Recreation Committee reserves the right to permit exclusive use of the barbecue area for in-house activities arranged under the authority of the Committee for the benefit of all residents.

I. Enforcement Of Club Rules:

1. The rules of the Recreation Facilities shall be enforced in accordance with the terms of the Act, the respective Declarations of each of the Two Condominiums, and the Reciprocal Agreement, and upon such further terms as the boards, Manager or the Shared Facilities Committee may deem advisable, in their sole and unfettered discretion, from time to time.
2. In addition to any other powers regarding the enforcement of the rules herein set forth which the Manager or the Shared Facilities Committee may have by virtue of the Act, the respective Declaration of the Two Condominiums and/or the Reciprocal Agreement, the following enforcement regime shall prevail unless the breach or contravention of any rule creates an emergency situation, or in the opinion of the Manager or the Shared Facilities Committee, a more expedient remedial approach is required, namely:
 - a) The offending or responsible Resident shall be notified in writing with respect to the first breach or offense, by the Manager and/or by the Shared Facilities Committee, and shall be given 14 days within which to rectify the violation or to signify the Resident's willingness to comply with the rules in the future;
 - b) Upon the second breach or offense, the offending or responsible Resident shall be given written notice thereof and shall be required to signify to the Manager and/or the Shared Facilities Committee in writing, within two days after the Resident's receipt of the aforesaid notice, that the Resident shall comply with the rules in the future; and
 - c) Upon the third breach or offense, and with respect to any further breaches or offenses committed by the offending or responsible Resident, the Manager and/or the Shared Facilities Committee may order the Resident to provide a security deposit to ensure future compliance with the rules by such Resident and/or his or her Guest(s), and said security deposit will be subject to forfeiture in the event that any further breach or contravention of the rules is occasioned by such Resident and/or his or her Guest(s).
 - d) Upon any further breach or offense, the Condominium Corporation has the right to deny access to the facilities.
1. In the event that any of these rules require an Owner to pay monies hereunder and such monies are not paid within 30 days of demand therefore, such monies shall be deemed to be common expenses payable by such Owner and the condominium corporation in which such Owner resides shall be permitted to place a lien on title to the Owner's units in order to enforce payment of such monies.