

RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

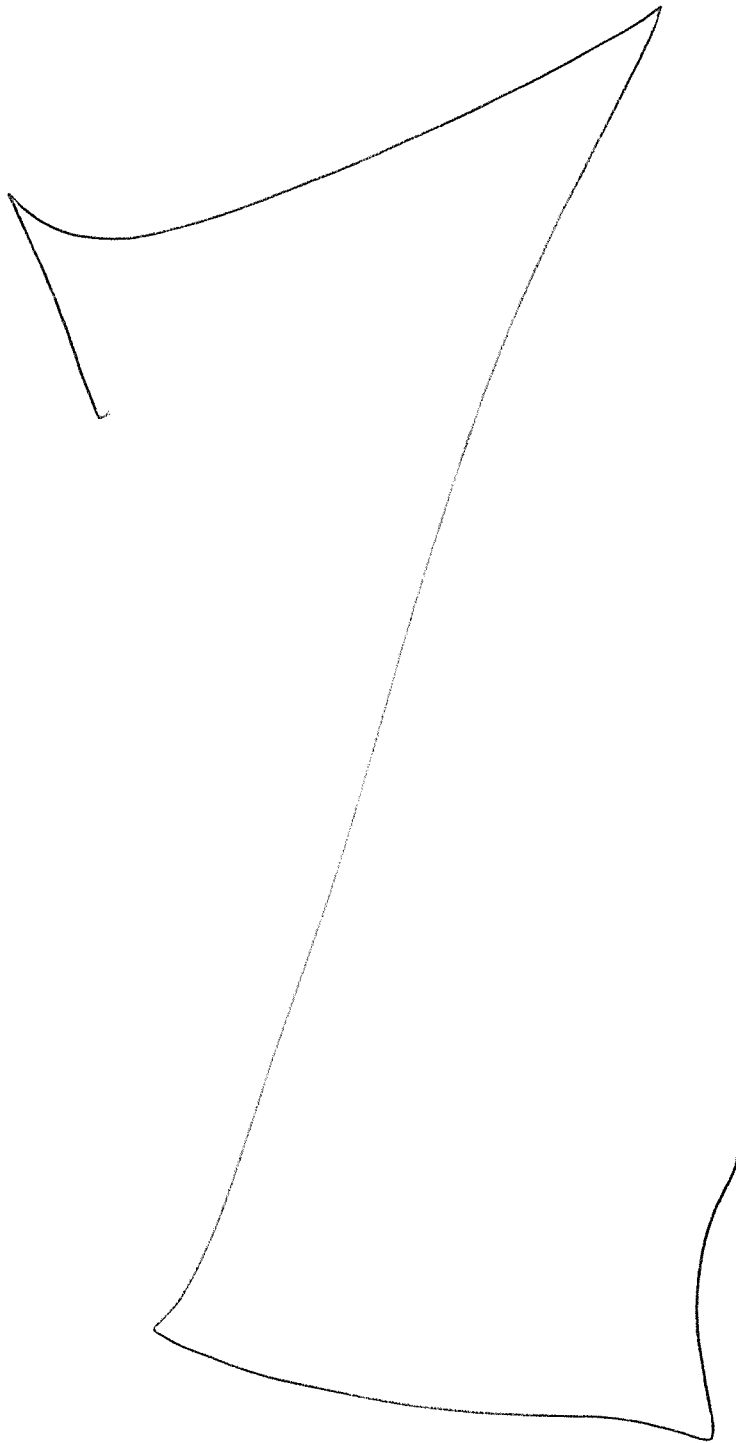
The following rules shall be observed by each owner, and the term "owner" shall include the owner of any unit in the Corporation and any other person(s) occupying the unit with the owner's approval, including without limitation, a dwelling unit owner's family members, tenants, invitees and/or licensees:

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] in accordance with the provisions of the declaration.
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 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 and/or balconies, 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 and/or balconies, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors, patios and/or balconies, nor from any other portion of the common elements. No washing of balconies or terraces, which results in water overflowing or pouring onto any floor(s) below, shall be permitted.
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, with respect to any underground parking space or parking unit) 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 (designated as Unit 1 on Level 30) 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;
  - (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 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. 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.

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**RULES AND REGULATIONS AS AMENDED JANUARY 28, 2011****Pets:**

1. All pets must be **registered** with the Condominium Corporation *via* the Property Management Office no later than **MARCH 1, 2011**.

The pet owner shall provide the property manager with a current photo of each pet and the City of Toronto license number for all dogs and proof of registration with the City of Toronto of all cats, together with a written statement signed by the owner, stating:

- a) The length of time that the pet has been kept in the unit.
  - b) The age of the pet
  - c) An exact description of the colour, name and breed of the pet.
  - d) Any other distinguishing features of the pet.
- I. The right of a pet owner to keep or allow a pet that has been so registered in or unit or the common elements shall continue only as long as the said pet owner continues to reside in the condominium property and to comply with the provisions of the rule.
  - II. The death of a registered pet terminates the registration, which is not transferable to any other non-registered pet.
  - III. The registered pet has not been deemed to be a nuisance or danger by the Board of Directors.
2. **Effective MARCH 1<sup>st</sup>, 2011, no additional dog(s) shall be registered.**
  3. When on the common elements, all dogs, cats and other pets must at all times be held in hand or attached thereto by means of a leash, lead or chain or in a carrying cage.
  4. Each pet owner shall clean up all pet faeces, provided that if the pet owner does not clean up pet faeces to the satisfaction of the Board of Directors, the Board of Directors may arrange for such faeces to be cleaned up at the expense of the pet owner. In addition, should a pet

owner fail to cleanup after his pet as aforesaid, the pet shall be deemed to be a nuisance in accordance with paragraph 1. (iii).

5. Dogs are permitted only on the grassed common elements by the doggie stations located at the St. Albans exits.
6. No doghouses or other pet containers shall be constructed or placed on the common elements including exclusive use common elements.
7. No pets shall be fed on the exclusive use balconies adjacent to the units as this attracts pigeons and other pests.
8. Caged birds and tropical fish may be allowed in any unit.
9. No one shall keep in any unit, any tank or container for the purpose of keeping fish exceeding 25 gallons in capacity.
10. No dangerous animal or exotic animal shall be permitted to be in or about any unit or the common elements at any time.
11. No breeding of animals shall be carried on or within the property.
12. Pets shall not be taken into an elevator already in use without first obtaining permission from those persons on board and must be carried.

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**FOR THE NUVO PHASE II CONDOMINIUM PROJECT****REGISTERED AS****TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1959**

(hereinafter referred to as this or the "Condominium", or this or the "Corporation" or the "Phase II Condominium")

**RULES GOVERNING THE USE OF THE SHARED RECREATIONAL FACILITIES****PREAMBLE**

The owners and residents of this Condominium, municipally located at 25 Viking Lane, Toronto (sometimes hereinafter referred to as the "Phase II Condominium"), will have the benefit of the following recreational facilities and amenities, namely:

1. the "Phase I Recreation Centre", being the indoor recreation centre designated as unit 1 on level 1 in Toronto Standard Condominium Corporation No. 1862, municipally located at 35 Viking Lane, Toronto (hereinafter referred to as the "Phase I Condominium"), containing an indoor swimming pool and whirlpool, an exercise room with an aerobics area (with fitness lounge and exercise equipment), a virtual golf room with practice cage, a men's sauna/steam room with an adjoining change room, a women's sauna/steam room with an adjoining change room, a theatre room with a projection screen television and theatre seating, a billiards room, a cardroom, a multi-purpose/party room (with a separate dining room facility), an outdoor terrace (on level 1), a property management office (with a boardroom), a staff storage/change room, a business centre with internet access, two guest suites, two mail rooms, and a water feature, together with all of the equipment, facilities and furnishings respectively located within the said indoor recreation centre from time to time, and which are (or may at any time hereafter be) used in connection with the operation, enjoyment and/or maintenance thereof; and
2. the "Phase II Recreation Centre", being the indoor recreation centre to be designated as unit 23 on level 1 in the Phase II Condominium, containing a business centre/office and two guest suites, together with all of the equipment, facilities and furnishings respectively located within the said recreation centre from time to time and which are (or may at any time hereafter be) used in connection with the operation, enjoyment and/or maintenance thereof;

The use and enjoyment of the Phase I Recreation Centre Unit and the Phase II Recreation Centre Unit, and all of the facilities and amenities respectively contained therein (hereinafter collectively referred to as the "Two-Way Shared Recreational Facilities"), as well as the cost of operating, maintaining and repairing same, will be shared between the Phase I Condominium and the Phase II Condominium (hereinafter collectively referred to as the "Two Condominiums"). The manner in which the Two-Way Shared Recreational Facilities are utilized, operated, staffed, maintained and/or repaired shall be governed and controlled solely by the Declarant, until the earlier of the following three dates (hereinafter referred to as the "Two-Way Transfer Date"), namely:

- a) not more than sixty (60) days following the date that all of the dwelling units in each of the Two Condominiums have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof;
- b) ten (10) years following the date of registration of the Phase I Condominium (namely by July 10<sup>th</sup>, 2017); or
- c) such earlier date as the Declarant may determine or designate, in its sole, unfettered and unchallenged discretion.

From and after the Two-Way Transfer Date, the manner in which the Two-Way Shared Recreational Facilities are utilized, operated, staffed, maintained and/or repaired shall be governed and controlled by a committee of four members (hereinafter referred to as the "Two-Way Shared Facilities Committee"), two members of which shall be appointed by (and be members of) the board of directors of each of the Two Condominiums.

**The following rules are proposed by the Declarant, through its appointed manager, Del Property Management Inc., with respect to the operation, use and enjoyment of the Two-Way Shared Recreational Facilities. These rules are intended to be implemented, observed and complied with as soon as any of the aforementioned recreational facilities or amenities are accessible and operable. For greater clarity, the following rules shall be applicable with respect to the use and enjoyment of each of the facilities and amenities specifically mentioned below, with all necessary modifications in interpretation or construction to be made by the reader in order to properly reflect (and accord with) the preceding provisions, until such time as said rules are varied or cancelled by the recommendation(s) of the Two-Way Shared Facilities Committee to each of the Two Condominiums, and ultimately confirmed in one or more joint by-laws or rules enacted by each of the Two Condominiums pursuant to the provisions of section 59 of The Condominium Act 1998.**

GENERAL RULES REGARDING THE RECREATION CENTRE

1. The recreation centre shall be opened from 5:00 a.m. to 1:00 a.m., with the exception of the Pool where the hours will be 5:00 a.m. - 12 midnight.  
The Recreational Centre will be closed on Christmas Day and New Years Day.
2. The recreational facilities have been provided for the use and enjoyment of the condominium residents and their guests (maximum of two guests per suite at any time, when accompanied by the resident). Each resident is fully responsible for his/her guests and ensuring that his/her guests are fully aware of all rules and regulations. For facilities where the number of users exceeds the permissible limit(s) imposed by any governmental authority or agency and guests are in attendance, then the rights of residents will prevail and guests will be required to leave the facility.
3. Non-resident unit owners are not entitled to use the recreation facilities, and cannot obtain nor keep an identification/access fob permitting their respective access to or use of the recreation facilities.
4. The recreational facilities shall be used in strict accordance with any sign(s) posted setting out permitted uses. All residents and guests shall use the recreational facilities at their own risk. The Declarant, the shared facilities committee and the manager retained to manage the operation of said recreational facilities (hereinafter referred to as the "Manager") hereby disclaim any responsibility and liability for any loss, damage or injury suffered by anyone using (or traveling through) the recreation centre, whether as a result of any negligence or otherwise, and each condominium corporation entitled to use said recreational facilities, and its board of directors 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 (or in connection with) the use of the recreational facilities by any resident(s) and/or guest(s).
5. Residents and their guests are required to wear appropriate clothing and footwear while walking throughout the recreation centre, and during the use of the various facilities. The recreation centre is private property; therefore topless or nude sunbathing and/or swimming is prohibited.
6. Children under the age of 16 are not permitted in the recreation centre without the supervision of an adult resident 18 years of age or over. Age restrictions for specific facilities within the recreation centre are listed throughout the remainder of these rules.
7. Radios, tape recorders and/or CD players or other similar audio equipment are not allowed within the recreation centre, save and except for personal battery-operated audio/recording equipment with headphones maintained at a volume that is not audible to others.
8. Pets are not allowed in the recreation centre at any time.
9. The use of the recreational facilities may be restricted during any organized activities of the Declarant, the condominium corporation(s) entitled to the use or enjoyment of same, and/or the shared facilities committee.
10. Food and beverages shall only be allowed in designated areas of the recreation centre.
11. No alcohol shall be sold (whether for profit or otherwise) at any function within any room or other area comprising part of the recreation centre. No alcohol shall be served in the party room after 12:00 midnight.
12. The cost of any damage to any of the recreational facilities by a resident and/or guest will be borne by (and be the sole responsibility of) the owner of the dwelling unit whose resident(s) or guest(s) has committed such damage.
13. Boisterous behavior of any sort, including yelling, running or rowdyism and other general forms of misconduct are not permitted within the recreation centre at any time, and any person who commits same may be removed from the recreation centre by the Manager. The Manager shall have the unfettered discretion to determine what constitutes "boisterous behavior".
14. The maximum number of people permitted in any room situate within the recreation centre shall be in accordance with the sign posted in such room, with the sign stating the maximum capacity of the room in accordance with the local fire authority's regulations.
15. No gambling is permitted in the recreation centre.
16. Smoking is not allowed at anytime within the recreation centre, nor anywhere else within the indoor and/or outdoor amenity areas, nor within any of the common areas and grounds, except such area or areas as may be specifically designated for smoking by the board or the Manager.
17. Scooters, roller-skating, roller-blading, skate-board riding, ball playing and any other similar activities are strictly prohibited upon the common elements, both interior and exterior. Residents are required to carry such equipment or gear to the outside municipal sidewalk area.
18. Cameras, cell phones that can be used to capture images, and video recording devices, are not permitted in any change room, pool area and/or aerobics/fitness room.



**RULES REGARDING THE EXERCISE ROOM**

1. For safety reasons children under the age of 13 are prohibited from the use of the exercise room. Children between the ages of 13 and 17 are permitted provided they are accompanied and strictly supervised by a resident over the age of 18 years.
2. Proper attire is required when using the exercise room, and while recognizing the variety of exercise suits available today, proper decorum must be exhibited in wearing outfits that do not overly expose the wearer. Shirts and shoes must be worn at all times. Residents and/or guests shall not wear or carry any wet attire, including a bathing suit, into the exercise room.
3. Removal or relocation of any equipment from the exercise room, for any purpose, is strictly prohibited. All equipment, including the dumbbells, weights etc., must be put back on their respective racks after use.
4. No food is permitted within the exercise room. Non-alcoholic drinks are allowed in the exercise room in plastic non-breakable container only, and must be kept away from the equipment to avoid accidents.
5. All residents and guests must, after using any machinery or equipment situate within the exercise room, wipe such machinery or equipment clean of any perspiration.
6. In order to utilize the television audio, residents must provide their own headset.
7. Battery operated radios, tape recorders and CD players, etc., can be used only with head sets. Television sets must be turned off after use. Cameras, cell phones that can be used to capture images, and video recording devices, are not permitted in the exercise rooms.
8. Equipment use is limited to 30 minutes at a time.

**RULES REGARDING THE SAUNA**

1. Long exposure to heat or steam may harm the health of any user. It is recommended that elderly persons, persons with known health or medical conditions (such as heart problems, diabetes or high blood pressure), small children and pregnant women consult their physician before using the sauna. A maximum of fifteen (15) minutes per use of the sauna is suggested.
2. For safety reasons children under the age of 16 are prohibited from the use of the sauna. Children between the ages of 16 and 17 are permitted provided they are accompanied and strictly supervised by a resident over the age of 18 years.
3. The use of the sauna at your own risk.
4. No person infected with a communicable disease or having open sores on his/her body shall enter the sauna.
5. Pregnant women and persons suffering from heart disease, diabetes, high or low blood pressure should not use the sauna without consulting their doctor.
6. Persons under the influence of alcohol, anti-coagulants, anti-histamines, vasoconstrictors, stimulants, hypnotic, narcotics or tranquilizers should not use the sauna.
7. A cleansing shower must be taken using water and soap and ensuring all soap is rinsed off before entering the sauna.
8. Caution should be taken when entering and leaving the sauna to avoid fainting.
9. Soap, shampoo, shaving equipment and/or glass containers are prohibited in the sauna.
10. Observe reasonable time limits (recommended 15 minutes) to avoid nausea, dizziness or fainting.
11. No food or beverage is allowed in the sauna.
12. Residents and guests are not permitted to use the sauna for shaving purposes.
13. Cameras, cell phones that can be used to capture images, and video recording devices, are not permitted in the sauna.

**RULES REGARDING THE VIRTUAL GOLF ROOM**

1. Residents and/or guests under 16 years of age are not permitted in either the virtual golf room, without being accompanied and supervised by a resident over the age of 18.
2. Food and/or beverages are not permitted in the virtual golf room.
3. Residents and/or guests are required to wear proper attire, and non-marking shoes, while using the virtual golf room.

4. No food or glass containers are permitted. Drinks are permitted only if stored in a plastic container and kept outside of the playing area to avoid accidents.
5. Booking of the facility may be made up to three days in advance, in person or by telephone through the Manager or concierge staff (if applicable).
6. The players who have reserved the facility must sign in with the Manager or concierge staff (if applicable) before entering the golf centre or golf room.
7. A maximum of two (2) guests are permitted to play, and guests must be accompanied by a resident. The resident must be a participant.
8. Playing time is one hour and must be vacated promptly once playing time is expired.
9. The room will be forfeited if not used within 10 minutes of the time booked.
10. Playing for two successive periods is not permitted by residents and 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.
11. Residents and guests must use the balls provided, and regular golf balls are not permitted to be used.
12. A cancellation must be made well in advance of booked playing times.

#### **RULES REGARDING THE BILLIARDS ROOM**

1. Persons under the age of 16 are not permitted to play in the billiards room.
2. Food and/or beverages are not permitted.
3. Residents and guests are required to wear proper attire including shoes and shirts.
4. Advance reservations are recommended, and will supersede anyone who has not booked the billiards room. Reservations may be made in person or by contacting the Condominium's concierge (if applicable) or the Manager.
5. A booking period is one hour long. Multiple bookings will not be accepted. Exclusive use of the billiards room is prohibited. Additional one hour may be reserved immediately after completion of the first hour provided there are no other reservations on the books. If there is a consecutive booking the time booked cannot be extended even if the game is not completed.
6. A cancellation must be made well in advance of booked times.
7. A maximum of 8 persons (residents and guests) at any one time are permitted to play. A Resident must always accompany their guests. The Resident and his or her guests must use one billiard table only. A maximum of four (4) players may use the table at any one time.
8. Equipment will be issued by the Manager or the concierge staff (if applicable).
9. After finishing with the use of the billiards room, the residents and guests shall ensure that the cues, cue rests and billiard balls are returned to the Manager or concierge staff (if applicable).
10. Radios and tape recorders are strictly prohibited in the rooms.
11. Cues without tips are strictly prohibited from being used within the billiards room, and broken cues are to be delivered to the Manager or concierge staff (if applicable).
12. Playing for two successive periods is not permitted for residents and guests from the same dwelling unit, or combination of dwelling units. However, if a room is not in use, these same players may reserve the room at the registration desk after completion of the first hour.

#### **RULES REGARDING THE CARD ROOM**

1. Food and beverages are permitted within the card room, but only during such times, and subject to such restrictions, as the Manager may decide from time to time.
2. No furniture may be removed from the card room without the prior consent of the Manager.
3. The use of the card room may be restricted during any organized activities of either of the Two Condominiums and/or the Declarant.
4. A maximum of 20 persons (residents & guests) are allowed in the Card Room at any one time. a resident must accompany their guests.

**RULES REGARDING THE WHIRLPOOL AND SWIMMING POOL**

1. Use of swimming pool and whirlpool is at your own risk. For safety reasons, children under the age of 13 are prohibited from the use of the whirlpool. Children between the ages of 13 and 16 are permitted in the whirlpool, and all children under the age of 16 are permitted in the swimming pool, provided they are accompanied and strictly supervised by a Resident over the age of 18 years.
2. Long exposure to hot water may harm the health of any user. It is recommended that elderly persons, persons with known health or medical conditions (such as heart problems, diabetes or high blood pressure), small children and pregnant women consult their physician before using the whirlpool. A maximum of fifteen (15) minutes per use of the whirlpool is suggested.
3. No person infected with a communicable disease or having open sores on his or her body shall be allowed to enter the whirlpool or swimming pool.
4. No person shall pollute the water in the whirlpool or swimming pool in any manner, and the spitting of water and blowing of noses in the whirlpool or swimming pool are prohibited.
5. No person shall drink, eat, or bring a glass container into the whirlpool or swimming pool.
6. No person shall engage in boisterous play in or about the whirlpool, the swimming pool or pool deck.
7. Each bather shall take a shower, using warm water and soap (which shall be thoroughly rinsed off) before entering the whirlpool or swimming pool.
8. In the event of an emergency, use the wall telephone located near the whirlpool area, and dial the **emergency number 911** for assistance. This telephone line is designated for emergency use only, and must not be used for any other purpose.
9. Residents and guests are required to wear bathing attire within the whirlpool or swimming pool. Any form of clothing that is considered street clothing (in the ordinary sense) is not considered proper attire (e.g. cut off shorts). Residents must change out of wet bathing attire before leaving the change rooms.
10. It is strongly recommended for safety reasons that no one stay alone in the whirlpool or swimming pool.
11. Overexposure may cause fainting. You should cool down periodically and leave the whirlpool if nausea or dizziness occurs.
12. Avoid using the whirlpool or swimming pool if you have taken alcohol or drugs that cause drowsiness or raise/lower blood pressure.
13. Radios and tape recorders are strictly prohibited in the pool area, unless being used by an agent of the corporation for a fitness class. Cameras, cell phones that can be used to capture images, and video recording devices, are not permitted in the swimming pool, whirlpool or deck area.
14. Inflatable children's toys or floats are not permitted in the swimming pool. However, CSA-approved life jackets are permitted in the swimming pool.
15. Neither diving nor jumping is permitted in the swimming pool.
16. Running is not permitted in the swimming pool, or within the deck area.
17. No residents or guests shall permit any child who is not toilet-trained to use the swimming pool. In addition, the changing of diapers is prohibited within the swimming pool area.
18. Any resident or guest who uses suntan oil, lotion, cream or any other sun block or sun tanning preparation must first shower and wash same off with soap prior to entering into the swimming pool.
19. Residents are responsible for the disposal of their own garbage and that of their guests.
20. Bathing caps must be worn by all persons with hair longer than ear length.
21. The pool furniture (if applicable) within the swimming pool area (on the deck) is not to be moved outside of the swimming pool area. Personal lounge furniture is not permitted in any of these areas.

**RULES REGARDING THE CHANGE ROOMS**

1. Any resident or guest using the change room must supply his/her own lock for use on the lockers. In the event that a resident or guest leaves items unattended within a change room (i.e. which have not been stored or locked within a locker), then the resident or guest shall be fully responsible for any loss or damage occasioned thereto.
2. Locks must not be left on any locker overnight.
3. No resident or guest shall wear any wet or muddy footwear into the change rooms.

4. No body or foot powder may be used within the change rooms, inasmuch as it may create a mess and/or a slippery hazardous condition.
5. Change rooms must be left in a clean and tidy manner.
6. The change rooms are designated for either female use or male use only; family change rooms are not available. Residents and their guests must use the appropriate change room only.
7. Cameras, cell phones that can be used to capture images, and video recording devices, are not permitted in the change rooms.
8. None of the Condominiums and their respective boards, nor the Manager, shall be responsible or liable (either jointly or severably) for any loss or theft of (or damage to) any personal articles belonging to any resident and/or guest, howsoever caused or occasioned.
9. Lockers within the change rooms are reserved only for the use of the residents and/or guests.

**RULES REGARDING THE MULTI-PURPOSE/PARTY ROOM**

1. The multi-purpose/party room may be used by residents and guests as a gathering place, for reading and watching television (if and where a television has been provided for the use of residents and guests), as well as for privately-booked social functions.
2. Snacks and beverages are permitted. Residents are to pick up and dispose of all garbage and ensure that the room is left in a neat and tidy condition. Any spills or mishaps must be reported to the security concierge or management office to ensure immediate clean up. Failure to do so will cause a cleaning fee to be levied against (or charged to) the user.
3. Residents over the age of 18 may book the multi-purpose/party room for exclusive use between the hours of 9:00 am to 1:00 a.m., for a maximum use of 6 hours, through the Manager.
4. The maximum number of people permitted in any room situate within the recreation centre shall be in accordance with the sign posted in such room, with such sign stating the maximum capacity of the room in accordance with the local fire authority's regulations. A list of all guests attending any function hosted in the multi-purpose/party room must be provided to the Manager at least 48 hours prior to the function. Visitor parking is available strictly on a first come, first-served basis, as directed by the security concierge.
5. All multi-purpose/party room bookings must be made at least 14 days in advance. Bookings can be made no longer than six (6) months in advance and are on a first come, first- served basis. However, parties or social gatherings during holidays may have a higher demand, and the Manager reserves the right to determine how such bookings may be handled.
6. Bookings may be cancelled by giving at least 48 hours notice. Failure to do so may result in forfeiture of the deposit.
7. A security guard must be retained to monitor the access to (and egress from) the multi-purpose/party room during the reserved event. The resident must hire a security guard from the existing security company retained by the Declarant or the shared facilities committee (as the case may be) at the resident's own cost
8. The resident shall provide a security deposit in the amount of \$500. in advance of each reserved or booked event. The deposit is required at least two weeks prior to the function date by certified cheque or money order, failing which the Manager shall cancel the reservation.
9. Guests of the resident are not allowed to wander outside the multi-purpose/party room, except to use the washroom facilities. Guests of any party or planned event/function are not permitted use of any of the recreational facilities within the recreation centre.
10. Subsequent to any party, social gathering or other event being held within the multi-purpose/party room, the Manager shall determine if any damage has been occasioned to the said room, and shall notify the resident who rented the 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 booked and used the room. In the event that there is damage to the 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 room.
11. No alcohol shall be sold (whether for profit or otherwise) at any function within the multi-purpose/party room.
12. Paid-for parties (namely parties that require the selling of tickets) are strictly prohibited, except for those parties organized by the Declarant, the Two-Way Shared Facilities Committee, or any sub-committee authorized by the Two-Way Shared Facilities Committee (i.e. any social committee established).
13. Boisterous behaviour of any sort (including yelling, running, rowdyism, vandalism, intoxication or inebriation from drugs and/or alcohol, and/or any other form of misconduct or misbehaviour) is strictly prohibited, and

any person who commits same may be removed from the premises by the Manager. The Manager shall have the unfettered and unchallenged discretion to determine what constitutes "boisterous behaviour" and who has committed same.

- 14. The decision as to what programs may be viewed on the TV shall be decided on a first-come, first-served 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 TV for a period of one hour, or until the show that he or she is watching is over, whichever occurs sooner. Video games are not permitted to be played on the television.
- 15. In the event that an adult resident wishes to view a video/dvd movie within the multi-purpose/party room, then he or she shall book the use of the TV with the Manger or the concierge staff (if applicable), which booking shall be posted upon the wall of the multi-purpose/party room.
- 16. The viewing of pornographic or X-rated movies, videos or dvds is strictly prohibited within the confines of the recreation facilities.

**RULES REGARDING GUEST SUITES**

- 1. The single bedroom guest suites shall only be used to provide overnight accommodation exclusively for the guests of the owners and/or tenants of the dwelling units in each of the Two Condominiums, and a service/cleaning charge shall be paid in advance for each night of occupancy thereof, in such amount, and upon such terms and conditions, as the Declarant may unilaterally establish, prior to the Two-Way Transfer Date (and thereafter as the Two-Way Shared Facilities Committee may recommend for adoption by each of the Two Condominiums, as a joint by-law or rule).
- 2. The use of the guest suites shall be subject to the provisions of all applicable by-laws and regulations of the governmental authorities, and the provisions of any agreement entered into with any management/cleaning firm pertaining to same.
- 3. The four (4) guest suites comprising part of the Two-Way Shared Facilities which are located within the confines of the recreation centre shall be available only by reservation on a first-come, first-served basis. Reservations can be accepted no more than six months in advance.
- 4. A security/cleaning charge or deposit may be levied for every day/night of use of a guest suite, in such amount as the Two-Way Shared Facilities Committee or the Manager may determine from time to time.
- 5. The Two-Way Shared Facilities Committee or the Manager may impose such conditions of use, or restrictions on use, regarding the guest suites as they deem reasonable or advisable in their respective sole and unfettered discretion.
- 6. The maximum stay for a guest within a guest suite is 14 nights. Any stay longer than 14 nights must be approved by Two-Way Shared Facilities Committee or the Manager.
- 7. Each guest suite is available for occupancy from 3:00 p.m. on the reserved day, and shall be vacated on the scheduled final day of use by no later than 11:00 a.m.
- 8. The guest suite telephone shall only be used for local calls, and for dialing 911 emergencies.
- 9. A resident is responsible for all costs, damages, losses and/or liabilities caused or occasioned by his or her guests arising from (or in connection with) such guest's use of the guest suite. An inspection of the guest suite subsequent to the guest's stay shall be conducted by the Manager to ascertain whether any damage has been caused thereto. In the event that the Manager determines that damage has been caused to the guest suite (or to the property located therein) by a guest, then the Manager shall provide a written report to the resident who invited such guest, along with an invoice for payment of all costs relating to the repair of such damage, and for the cleaning of the guest suite.
- 10. The resident and guests shall fill out the guest suite acknowledgement and waiver of liability form, which shall be drafted in accordance with the directions of the Manager. In addition, each guest shall sign a written acknowledgement confirming that the guest's occupancy of the guest suite does not (and shall not) create the relationship of landlord and tenant as between either of the Two Condominiums on the one hand, and the guest on the other hand. To further reinforce the foregoing, all security/cleaning charges or deposits shall be paid by the resident who invited such guest to stay in the guest suite, rather than being paid by such guest, and neither of the Two Condominiums, nor their respective boards or the Manager, shall accept direct payment from any guest who is using the guest suite.
- 11. Guests are responsible for all personal items left within the guest suite, and neither of the Two Condominiums, nor their respective boards or the Manager shall bear any responsibility or liability for any loss, theft, damage, or destruction of any personal property of any guest(s).
- 12. All reservations must be cancelled no later than 48 hours prior to the reserved date, except in those instances where the reserved date falls on a statutory holiday, in which case the cancellation must be made at least one month in advance of the reserved date. All cancellations must be in writing.
- 13. A complete refund of the guest suite fee will be made if cancellation conforms to the preceding paragraph. Otherwise, a charge equivalent to one night's guest fee will be levied for all single night bookings per room,

and a maximum charge equivalent to two nights' guest fee will be levied for more than one-night bookings per room.

**ENFORCEMENT OF THE TWO-WAY SHARED RECREATIONAL FACILITY RULES**

1. The foregoing rules governing the use of the Two-Way Shared Facilities shall be enforced in accordance with the provisions of The Condominium Act 1998, S.O. 1998 as amended, and pursuant to the terms and provisions of the respective declarations of each of the Two Condominiums, and the provisions of the reciprocal agreement or cost-sharing agreement governing the use and operation of same (hereinafter referred to as the **“Two-Way Shared Facilities Agreement”**), and upon such further terms and conditions as the Declarant may unilaterally establish until the Two-Way Transfer Date, and thereafter as the Two-Way Shared Facilities Committee may recommend to each of the Two Condominiums (and ultimately confirmed in one or more joint by-laws or rules, enacted by each of the Two Condominiums pursuant to section 59 of The Condominium Act 1998).
  
2. The Two Condominiums, the Two-Way Shared Facilities Committee or the Manager may deal with any resident(s) and/or guest(s) who violate(s) any of the foregoing rules, as follows:
  - a) the offending or responsible resident shall be notified in writing with respect to the first offence by the Manager, and shall be given 14 days to rectify the violation or to signify the resident's 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 Manager, in writing, within two days of his or her receipt of the notice, that the resident shall comply with the rules; and
  
  - c) upon the third offence, and upon any further offences by the offending or responsible resident, the Manager may require that the resident supply the Manager with a security deposit (in respect of any further or subsequent breach of the rules which may be committed by the resident and/or his or her guests), and such security deposit may be forfeited to and in favour of the Two Condominiums as their liquidated damages and not as a penalty, in the event that any further or subsequent breach of the rules is so committed by the resident and/or his or her guests (all without prejudice to any other rights or remedies available to the Two Condominiums, at law or in equity, as a consequence of any such breach of the rules).

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