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**NOTICE OF RULES PASSED BY THE BOARD OF DIRECTORS OF  
PEEL STANDARD CONDOMINIUM CORPORATION NO. 712**

TO: OVATION AT CITY CENTRE INC., the registered owner of all units on all levels  
in PEEL STANDARD CONDOMINIUM CORPORATION NO. 712 (the  
"Corporation")

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**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 18<sup>th</sup> day of June, 2004, 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 30<sup>th</sup> 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 18<sup>th</sup> day of June, 2004.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 712

Per: \_\_\_\_\_

Stephen Upton - Secretary

## OVATION AT CITY CENTRE - PHASE I CONDOMINIUM PROJECT

### 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, 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 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, nor shall any patio enlargements or balcony enclosures be installed, erected or created without the prior written consent of the board.
5. 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.
6. 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.
7. 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 terraces, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors, patios, balconies and/or terraces, nor from any other portion of the common elements.
8. 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) in this Condominium.
9. 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.
10. Owners shall not overload existing electrical circuits and plumbing facilities in their units.
11. No auction or garage sale shall be held in the units or on the common elements.
12. 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.

13. 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.
14. 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.
15. Save and except for the communication control unit and the exclusive-use common element areas appurtenant thereto, no television antennae, satellite dish, aerial, tower or similar structure (nor any appurtenances thereto) shall be erected on, or fastened to, any unit or on any portion of the common elements, without the prior written consent of the board.
16. No window air conditioning unit (or appurtenances thereto) shall be installed within any unit or common element area.
17.
  - (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 patio, balcony or terrace area, the exclusive use of which has been designated or allocated to such owner's dwelling unit;
  - (c) No one shall be permitted to use any portion of the front/rear/side yard common element areas for the purposes of planting trees, hedges, shrubbery or any other type of foliage or flora, except for the planting of existing flower beds for "annual-type" flowers situate within the front/rear/side yard common element areas, the exclusive use of which has been designated or allocated to such owner's dwelling unit, in accordance with the specifications and conditions therefor approved by the board or the Corporation's manager from time to time; and
  - (d) No water feature(s) shall be permitted upon or within any balcony, patio or terrace area.
18. 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, except for a portable electric or natural gas barbecue (whose size and specifications have been approved by the board or the Corporation's manager). Any such electric barbecue can be placed, stored or used 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 or terrace area appurtenant to an owner's dwelling unit in accordance with Schedule "F" of the declaration, provided that a natural gas outlet has been installed by the Declarant, or otherwise installed with the permission of the Corporation, within such patio 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.
19. 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:
  - (a) a canary, a budgie, or any other small bird that is kept in a cage at all times;

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- (b) a hamster, a gerbil, a guinea pig, a mouse or a rabbit that is kept in a cage at all times;
  - (c) one or more turtles that are kept in an enclosed container at all times;
  - (d) an aquarium of goldfish and/or tropical fish; and

(e) 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).

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.

- 20. 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.
- 21. 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.
- 22. 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).
- 23. 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.
- 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.

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**PEEL STANDARD CONDOMINIUM CORPORATION #712**  
**(the "Corporation")**

**Rules Respecting Pets**  
**Amending Rule 19**

WHEREAS section 58(1) of the *Condominium Act S.O. 1998 c. 19* (hereinafter the "Act") provides that a board of directors may make rules respecting the use of common elements and units to promote the safety, security or welfare of the owners and property and assets of the Corporation, or to prevent unreasonable interference with the use and enjoyment of the common elements, the units and other assets of the Corporation.

WHEREAS the Corporation has continued to receive numerous complaints from residents regarding the concern about their safety and security as well as noise, nuisances and damage to the common elements caused by dogs and cats residing in units and/or entering onto the common elements.

WHEREAS therefore be it enacted that Rule 19 of the Corporation pertaining to pets, is hereby repealed and replaced with the following Rule 19:

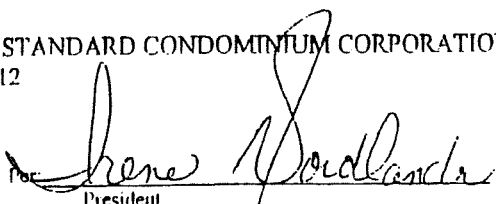
- 19-1) In this Rule,
- i) "Owner" shall include the registered owner of the unit or any person residing in the unit, including a tenant or guest;
  - ii) "Board" shall mean the Board of Directors of the Corporation; and
  - "Pet" shall mean,
    - (a) a canary, a budgie, or any other small bird that is kept in a cage at all times,
    - (b) a hamster or a gerbil that is kept in a cage at all times,
    - (c) one or more turtles that are kept in an enclosed container at all times,
    - (d) one or more goldfish and/or tropical fish
- 2) No animals, reptiles, rodents, livestock, or fowl of any kind other than as herein defined, shall be permitted within any unit or on the common elements.
- 3) Notwithstanding paragraph 1 and 2 above, any one (1) dog or one (1) cat residing within a unit in the Corporation at the time this Rule comes into effect, and which would not otherwise be found to be in contravention of the provisions herein, will be permitted to remain (hereinafter the "Grandfathered Pet") subject to the following conditions:
- a) No dog shall be deemed a Grandfathered Pet if such dog is a Pitbull, Doberman, Rottweiler, and any other similar breeds of dog that are customarily bred or trained as "guard dogs" or "attack dogs" and/or is not 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 owner (whenever such dog is being transported to and from such owner's unit).
  - b) Any Grandfathered Pet must be registered with the Manager within 2 weeks of this Rule coming into effect by providing information including, but not limited to the name, breed, age and distinctive marking of the Grandfathered Pet and attend the Management office to allow for a photograph of the Grandfathered Pet, and provide such other information as may be required by the Board or Manager without fail.
  - c) In addition to the conditions contained herein, a Grandfathered Pet shall be subject to the same restrictions as a Pet under this Rule;
  - d) Should the Grandfathered Pet move out of the Corporation or die, the Grandfathered Pet shall not be permitted to be replaced;
  - e) Should the Owner of the Grandfathered Pet move out of the Corporation, the Grandfathered Pet shall be permanently removed from the Corporation;
  - f) Failure to register a Grandfathered Pet as required will result in its permanent removal from the Corporation;
  - g) Any Grandfathered Pet leaving or entering the building shall ONLY be allowed to leave or enter by the ONE designated exit door as determined by the Corporation at its sole and unfettered discretion. When the Grandfathered Pet leaves or enters the building from or to the owner's vehicle, the Grandfathered Pet will be allowed to leave by the underground garage entry or exit of the parking level of the Grandfathered Pet's Owner's location of their designated parking space.
  - h) Unless within the confines of the unit, a Grandfathered Pet shall be carried or kept on a short lead, leash or chain, under the direct control of the Owner. This provision shall be applicable to interior or exterior common elements.
  - i) Any Grandfathered Pet must wear a collar identifying the Owner. No Grandfathered Pet shall defecate, urinate or otherwise pollute any part of the common elements, including but not limited to the balconies, stairwells, hallways, elevators, underground parking garage, driveways, walkways, parking lot, lawns, flower beds or patios.
  - j) In the event that a Grandfathered Pet should pollute any part of the common elements, the Owner shall immediately clean up after it. If this should occur within the building, the Owner shall immediately report this to the Manager in order that the area can be properly cleaned.
  - k) It is understood that failure on the part of the Owner to clean up if the Grandfathered Pet pollutes any part of the common elements, or should there be repeated instances of a Grandfathered Pet polluting or damaging the common elements, this shall be sufficient for the Board or Manager to deem the Grandfathered Pet a nuisance and require its permanent removal from the Corporation.

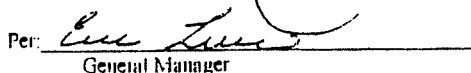
If Grandfathered Pets shall be kept clean and well groomed at all times and shall not be permitted to create, or be the source of any inconvenience, noise, odour, or other interference with the enjoyment of the units and common elements by other residents of the Corporation, and  
iii) No breeding of Grandfathered Pets is permitted in the Corporation

- 4) Guests and visitors shall not bring any Pet, upon the common elements or within any unit.  
5) No Owner shall keep within his/her unit any fish tank(s) or other container(s) with a cumulative capacity of fifty (50) gallons or more.  
6) For the purpose of this rule, a "Seeing Eye" dog is not considered a Pet, provided the necessity for same is established by documentary evidence from a licensed physician of the Province of Ontario.  
7) No breeding of Pets shall be carried on in the Corporation.  
8) No Pet shall be permitted to make excessive noise. For the purpose of this provision, "excessive noise" shall be deemed to mean a noise which, in the absolute discretion of the Board or Manager, is annoying or disturbing to any resident.  
9) Any Pet or Grandfathered 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 on the common elements, 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 condominium's property manager) to remove such Pet, permanently remove such Pet from the property.  
10) The Owner agrees to indemnify and save the Corporation harmless against all costs, damages, claims, causes of actions, etc., resulting from the presence of the Grandfathered Pet on the common elements or within any unit, including, but not limited to, all costs, charges and expense incurred by the Corporation to enforce this or any other rule and/or to effect any necessary repair or maintenance required as a result of damage caused by the Grandfathered Pet or Pet. All payments pursuant to this clause shall be deemed to be common expenses attributable to the particular Owner's unit and shall be recoverable by the Corporation as such.

Approved by the Board of Directors of Peel Standard Condominium Corporation No. 712 at the City of Mississauga this 26<sup>th</sup> day of May, 2005.

PEEL STANDARD CONDOMINIUM CORPORATION  
NO. 712

Per:   
President

Per:   
General Manager

I/we have the authority to bind the Corporation



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OVATION  
AT CITY CENTRE

Peel Standard Condominium Corporation No. 712

**PARCEL & DELIVERY POLICIES**

1. Effective immediately, the concierge will only be accepting parcels from registered and recognized courier companies and Canada Post.
  2. Due to limited space, the Concierge can only accept parcels 24" X 24" X 24" in size.
  3. Parcels will be held at the Concierge Desk for a period of up to three (3) days/72 hours. If the parcel has not been picked up at the end of three days, the parcel will be returned to the delivering company. A parcel/delivery waiver must also be filled out in order that the delivery can be accepted by the Concierge Staff. An Ovation Resident Photo Identification is required as proof of residency when signing for receipt of the delivery.
  4. Perishables such as flowers, fruit baskets, etc. must be picked up within two (2) days/48 hours. The Condominium and the Concierge Staff accept no responsibility or liability for the condition of the perishable items as we do not have the facilities for refrigerated storage.
  5. For security reasons, door-to-door food deliveries **are not permitted**. The Resident is required to pick up food deliveries from the Concierge area in the Main Lobby.
  6. A Resident may leave a Suite key with the Concierge for a third party, such as a cleaning person, or a family member under the following circumstances:
    - a) the resident must fill out the Standard Key Form available from the Concierge;
    - b) the form will indicate the suite number, name of the Resident as well as the full name of the recipient. The Resident must place the keys in an envelope which is clearly addressed to the recipient;
    - c) the Concierge will sign for receipt of the key;
    - d) the keys will be signed for by the recipient;The envelope and key will only be released to the recipient upon seeing valid photo identification, such as a driver's license, health card, etc., and the key will be signed for by the recipient. The same envelope and key may be returned to the Concierge. Upon confirmation of an Ovation Resident Photo Identification as proof of residency, the key may be returned to the Resident.
    - e) keys **shall not** be left for, or by, Real Estate Agents, or any Apartment Rental company, or any Leasing company for any Resident. **The Rules for Real Estate Agents remain the same: keys shall be placed in the agent's lock box and secured to the stairwell railing at the applicable floor level.**
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June 17, 2005

Dear Owners:

The Board of Directors of PSCC No.712 have passed a resolution to amend the existing Rule 19, regarding pets and to replace it with the attached amended Pet Rule.

The Board has taken this step, as per section 58(1) of the Condominium Act:

*58(1) The board may make, amend or repeal rules respecting the use of common elements and units to,*

*(a) promote the safety, security or welfare of the owners and of the property and assets of the corporation; or*

*(b) prevent unreasonable interference with the use and enjoyments of the common elements, the units or the assets of the corporation. 1998, c. 19, s. 58(1).*

As per the Condominium Act, the Board is providing to all owners, a copy of this amended rule, and the proposed date for this rule to come into effect is July 24, 2005.

As per section 56(6), owners may requisition a meeting if they are not in agreement with this proposed amended rule. The requisition must be in writing and signed by at least 15% of the owners, and meet all of the requirements of sections 46(1) and 46(2).

Therefore, the new pet rule will come into effect, July 24, 2005 if the board does **not** receive a requisition for a meeting under section 46(1) and 46(2) within this time period.

On behalf of the Board of Directors for PSCC No.712

Irene Nordlander  
President



**OVATION**

**RECREATION**

**CENTRE**

**RULES &**

**REGULATIONS**

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## Shared Facilities

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June 3, 2008

Dear Owners:

The Shared Facilities Board of Directors of PSCC #754 and PSCC #712 has taken steps, as per section 58 (1) of the Condominium Act: The board may make, amend or repeal rules respecting the use of common elements and unit to:

- (a). promote the safety, security or welfare of the owners and of the property and assets of the Corporation; or
- (b) prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the Corporation. 1998. C.19. s.58 (1).

With the welfare of the entire Corporation and its owners in mind and as per the Condominium Act, your Board of Directors is providing to all owners, a copy of these rules, and the proposed date for the rules stated below to come into effect, is July 10, 2008.

Rules:

To make living in the Corporation safer, the Board has passed the additional rules as follows: **(Please see attached).**

- 1). Rule – Fines for Offences – Fines for those who do not follow the recreation centre rules are as follows; \$50.00 on a second offence; \$100.00 on the third offence and \$150.00 on the fourth. Privileges would not be returned until the fine is paid in full.
- 2). Rule – Fines for Dog Owners – Fines for residents who allow their dog to urinate and defecate in the common element such as the corridors, garage and patio/terraces is \$250.00.
- 3). Rule – Curfew in the Recreation/Common Element – The Board has implemented a 10:00 p.m. to 6:00 a.m. curfew rule for children under the age of 16 not accompanied by an adult of 18 years or older.

As per section 56(6), owners may requisition a meeting if they are not in agreement with these proposed amended rules. The requisition must be in writing and signed by at least 15% of the owners and meet all of the requirements of sections 46(1) and 46(2).

Therefore, the new rules will come into effect July 10, 2008 if the board does not receive a requisition of 15% of all owners for a meeting under the above mentioned sections of the Condominium Act within the time period.

On behalf of the Board of Directors for the Shared Facilities

Paulette Pothier

Shared Facilities Manager

cc: PSCC #712 and PSCC #754

**SCHEDULE "C"**

**TO THE DISCLOSURE STATEMENT OF THE OVATION AT CITY  
CENTRE INC.  
FOR THE OVATION AT CITY CENTRE INC. CONDOMINIUM  
PROJECT**

**RULES**

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**PREAMBLE**

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

Like every community, the Ovation Recreation Centre 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 neighbors. Ovation at City Centre (the "Declarant") has established a set of rules governing the use and operation of the Ovation Recreation Centre for adherence by the owners, residents, tenants and invitees of the Phase I Condominium and the Phase II Condominium (hereafter collectively referred to as the "Two Condominiums").

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

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

## **DEFINITIONS**

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

### **The Act:**

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

### **Board or Board of Directors:**

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

### **Guest:**

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

### **Manager:**

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

### **Owner:**

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

**Reciprocal Agreement:**

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

**Resident:**

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

**Tenant:**

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

**RECREATION FACILITIES**

**Hours of Operation: 5: 00 a.m. – 11: 00 p.m.**

**Photo ID/F.O.B.**

1. **Each Resident of a unit shall apply for and obtain a Photo ID/F.O.B. Arrangements to obtain the Photo ID/F.O.B should be made with the Management office.**
2. **A Resident must carry a Photo ID/Fob at all times. Photo ID shall be left with the Recreation Centre at time of booking the amenities.**
3. **Each suite may be issued two (2) guest passes.** 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 passes and any Guest and/or Resident must produce a photo ID, upon reasonable demand by the Corporations Representative. Upon the sale or lease of his or her dwelling unit, the Owner shall return all Photo IDs and guest passes to the Manager. In the event that a Photo ID or guest pass is lost or misplaced, a replacement cost shall be paid for in the amount pre-determined by the Corporate Representative.

5. Non-Resident Owners are not entitled to use the Recreation Centre facilities and cannot obtain or keep a Photo ID permitting his or her use of the Ovation Recreation Centre.

**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 Ovation Recreation Centre and use of the various facilities.** The Ovation Recreation Centre is private property; therefore, topless females or nude sunbathing and/or swimming are prohibited.
3. **Each Resident must accompany his or her Guest(s) in the Ovation Recreation Centre 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, drinking and eating is not allowed at anytime in the Ovation Recreation Centre, or anywhere in the, indoors and the outdoor amenity areas, or any of the common areas and grounds.
6. **Persons under the age of 16 are not permitted to use the Recreation Facilities without the supervision of an adult Resident at least 18 years of age. Restrictions, by age, for specific facilities are listed throughout the remainder of the document.**
7. Radio or tape recorders, CD players (except the use of personal battery operated stereo equipment with headphones at a volume such that same is not audible to others) are not allowed in the Ovation Recreation Centre.
8. **Pets will not be allowed in the Ovation Recreation Centre at any time.**
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. **Non-Alcoholic beverages shall only be allowed in designated areas of the Ovation Recreation Centre (Gym and Aerobics room), and must be in Plastic containers.**
11. The cost of any damage to any of the Recreation Facilities, Party Room and Barbecue Area by a Resident and/or Guest(s) will be borne by (and be the sole responsibility of) the Owner.
12. Boisterous behaviour of any sort, including yelling, running or rowdiness and other general forms of misconduct are not permitted within the Recreation Facilities at any time, and any persons who commit same may be ejected from the Recreation Facilities by the Corporations Representative. The Corporations Representative shall have the unfettered discretion to determine what constitutes "boisterous behaviour".
13. Roller-skating, roller-blading, skate-boarding, bike riding, ball playing and any other similar activities are strictly prohibited upon the common elements or within any parking unit or third floor common elements.
14. The Recreation Facilities shall be used in strict accordance with any sign(s) posted setting out permitted uses. In addition, all Residents and Guests shall use the Recreation Facilities at their own risk, on the expressed understanding that the Two Condominiums, their respective Boards and the Managers hereby disclaim any responsibility and liability for any loss, damage or injury suffered by anyone using (or traveling through) the Ovation Recreation Centre, whether as a result of any negligence or otherwise, and each of the Two Condominiums, their respective Boards and the Managers shall be fully indemnified and saved harmless with respect to (and be released from) any loss, costs, damage and/or liability whatsoever arising or incurred in connection with any injury or damage to persons or property occasioned by the use of the Recreation Facilities by any Resident(s) and/or Guest(s).

## **B. Swimming Pool/Whirlpool Area**

**Hours of Operation: 5:00a.m. - 11:00 p.m.**

**Closed for maintenance:**

**10:30 a.m. – 11:30 a.m.**

**3:30 p.m. – 4:30 p.m.**

- Swimming Pool: defined as the enclosed pool area within the Recreation Centre Unit, as well as the whirlpools in the deck area adjacent to the swimming pool.

- Deck Area: defined as the area bounded by the walls surrounding the swimming pool, but excluding the whirlpools within the deck area.

**The swimming pool is unsupervised, and bathers under the age of 12 are not allowed within the swimming pool (or within the deck area) unless accompanied by a parent or a guardian who is 18 years of age or over. The total number of bathers in the swimming pool, at any one time shall not exceed 25 people. For safety and health reasons person under the age of 16 are not permitted use of the whirlpool.**

3. Residents and their Guests use the pools at their own risk. It is strongly recommended that no one swim alone since the pools are unsupervised.

4. No person infected with a communicable disease or having open sores on his or her body shall be allowed to enter the swimming pool.

5. No person shall pollute the water in the swimming pool in any manner, and the spitting of water and blowing of noses in the pool (or on the deck) is prohibited.

6. No person shall smoke, drink, eat or bring any containers into the swimming pool.

7. No person shall engage in boisterous play in or about the swimming pool or the deck area.

8. Radios and tape recorders are strictly prohibited in the pool area.



9. Each bather shall take a shower, using warm water and soap (which shall be thoroughly rinsed off prior to entering or re-entering the swimming pool).
10. **Inflatable children's toys or floats are not permitted in the swimming pool.** CSA-approved life jackets are the only floatation devices permitted in the swimming pool.
11. In the event of an emergency, pick up the wall phone for direct communication to 911. In addition, the emergency number 911 is posted above the wall telephone in the swimming pool area. This telephone line is designated for emergency use only, and must not be used for any other purposes.
12. **All persons with hair longer than collar length must wear bathing caps or tie hair up in a bun.**
13. Neither diving nor jumping is permitted in the swimming pool.
14. Running is not permitted in the swimming pool area, or within the deck area, including within the common areas.
15. No Resident or Guest(s) shall permit any child who is not toilet-trained to use the swimming pool.
16. In addition, the changing of diapers is prohibited within the swimming pool area.
17. Residents and Guests are required to wear proper attire within the swimming pool area. Any form of clothing that is considered street clothing (in the ordinary sense) is not considered proper attire (e.g. cut off shorts).
18. Any Resident or Guest(s) who uses suntan oil, lotion, cream or any other sun block or sun tanning preparation must first shower and wash same off with soap prior to entering into the swimming pool.
19. A Resident must accompany guests wishing to use the swimming pool.
20. The pool furniture within the swimming pool area (on the deck) is not to be moved outside the swimming pool area. Personal lounge furniture is not permitted in any of these areas.

21. All bathers entering the swimming pool area should be dressed in acceptable cover-up wear (i.e. bathrobes, shirts etc.)

Residents are responsible for the disposal of their own garbage and that of their Guests.

Change rooms/showers are not to be used for any other purpose than for going into the pool and whirlpools. No hair dying is to be done in the change rooms.

#### **C. Sauna Rooms:**

**Hours of Operations: 5:00 a.m. - 11:00 p.m.**

1. For health and safety reasons no person under the age of 13 may use the saunas. Persons between the age of 13 and 16 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/beverage, body oil or lotion is allowed in the saunas.

4. **The saunas are dry saunas and residents are not authorized to put water on the rocks. Any modification to the interior will lead to an immediate breach of the rules and the Resident/Guest will be asked to vacate the sauna. Upon the third breach or offence, and with respect to any further breaches or offences committed by offending or responsible Resident, the Manager and/or the Shared Facilities committee may order the Resident to provide a security deposit of \$500.00 to ensure future compliance with the rules. The security deposit may be forfeited in the event that any further breaches of contraventions of the rules occurs by either the Resident and/or his or her guest.**

#### **D. Change Rooms**

1. Any Resident or Guest(s) using the change room locker must supply his or her own lock. In the event that a Resident or Guest(s) leaves items unattended within a change room (i.e. which have not been stored or locked within a locker), then the Resident or Guest(s) shall be fully responsible for any loss or damage occasioned thereto.

2. Lockers within the change rooms are reserved only for the use of Residents and/or Guests while using the pool area.

3. Locks must not be left on any locker overnight.
4. Neither of the Two Condominiums, nor their respective Boards, nor the Manager or staff shall be responsible for any loss or theft of (or damage to) any personal articles belonging to any Resident and/or Guest(s), howsoever caused or occasioned.
5. No Resident or Guest shall wear any wet or muddy footwear into the change rooms.
6. Boisterous or rowdy behavior or conduct is strictly prohibited within the change rooms.
7. No body or foot powder may be used within the change rooms, inasmuch as same may create a mess and/or a slippery hazardous condition.
8. Change rooms must be left in a clean and tidy manner.
9. The change rooms are designated for female and male use. Family change rooms are not available. Residents and their Guests must use the appropriate change room only.

**E. Aerobics/Fitness Room (the "exercise room")**  
**Hours of Operations: 5:00 a.m. - 11:00 p.m.**

1. Proper attire is required when using the exercise room, and while recognizing the variety of exercise suits and aerobic outfits available today, proper decorum must be exhibited in wearing outfits that do not over expose the wearer, male or female. Shirts and shoes must be worn at all times. No street clothes shall be allowed to be worn, and only non-marking (or non-skid) athletic shoes shall be worn.
2. Residents and/or Guests shall not wear any sort of wet attire, including bathing suits, into the exercise room.
3. **Residents and Guests under 16 years of age are strictly prohibited from entering exercise room.**
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 dumbbells, weights etc., must be put back

on their racks after use.

6. No food or beverage in a glass container is permitted within the exercise/aerobics room. However, non-alcoholic beverages are allowed if in a plastic container.

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. Battery operated radios, tape recorders and CD player's etc., can be used only with headsets. Television sets must be turned off after use.

9. **Equipment use is limited to 30 minutes at a time.**

10. **All Resident/Guests must sign in at the Gym for the use of the gym and aerobic room.**

#### **F. Billiard Room/Virtual Golf Centre**

**Hours of operation: 3:00 p.m. – 11:00 p.m.**

**Persons under the age of 16 are not permitted to play in the Billiards Room or Golf Centre.**

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

2. Reservations are required in person with Photo ID. Reservations are to be made in person.

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

4. Cancellations must be made well in advance of booked times.

5. A maximum of two (2) Guests are permitted to play, and they must be accompanied by a Resident. The Resident and his or her Guests must use one billiard table only.

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

After finishing with the use of the billiard room, the Residents and/or Guests shall ensure that the cues, cue rests and billiard balls are returned to the Ovation Recreation Director.

7. Cues without tips are strictly prohibited from being used within the billiard room, and broken cues are to be delivered to the Recreation Director.

8. The Resident and his or her Guests must use one table only. A maximum of four (4) players may use the table at any one time.

The Ovation Recreation Centre staff will issue billiard equipment. The Resident must surrender his or her Photo ID to receive equipment, and must return the equipment to the recreation staff before retrieving his or her Photo ID.

Playing for two successive periods is not permitted for Residents or Guests from the same dwelling unit, or combination of dwelling units. However, if a table or putting green or golf cage is not in use, these same players may reserve these areas at the Recreation Centre after completion of the first hour.

**Only plastic balls are to be used in the golf room.**

#### **G. Bowling Alley**

**Hours of Operation: 3:00 p.m. – 11:00 p.m.**

Residents and Guests under the age of 6 are not permitted to bowl in the bowling alley.

Residents and Guests must use the bowling shoes provided and return them to the Recreation Centre office after use.

**No food and/or beverage of any kind are permitted in the bowling alley.**

Bookings can be made for one lane for one hour up to three days in advance. No multi lane bookings permitted.

Maximum of two Guests are permitted and the Resident must accompany them at all times.

## H. Theatre

**Hours of Operation: 3:00 p.m. – 11:00 p.m.**

In the event that an adult Resident wishes to view a video movie within the theater, then he or she shall book the use of the theater at the **Ovation Recreation Centre Management Office**. No food or drinks are allowed.

**The viewing of pornographic or X-rated videotapes is strictly prohibited within the Ovation Recreation Centre.**

**No food and/or beverage of any kind are permitted in the Theatre.**

## I. Party Room/Card Room

No Resident shall permit more people to be present in any room than the maximum capacity posted within such room, pursuant to the requirements of the municipal fire department.

The Party Room/Card 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.

All bookings for the Party Room/Conference Room shall be made with the Shared Facilities Manager in the Recreation Centre during regular business hours. The Shared Facilities Manager may require such information from any party applying for the use of the Party Room, as the Shared Facilities Manager deems reasonable or appropriate in its sole discretion.

A reservation for use of the party room and card room is made through the Shared Facilities Manager and **all fees must be paid at time of booking.**

Any application or agreement form supplied by the Ovation management office to an adult resident shall be completed in full, signed by the Adult Resident and returned to the Ovation management office at the time the booking is made. The adult resident must be present during booked events.

Guests of the host Resident are not allowed to wander outside the party room.

The Resident shall provide a deposit in such amount as the Corporations Representative 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 the time of**

**booking the room, then the Manager shall cancel the reservation.**

A pre and post event inspection will be carried out by the Security Staff to ensure that;

- i) The party room is ready and fit for use.
- ii) That there was no damage to the facilities in the party room during the time of party room rental.

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.

**Reservations must be cancelled no later than 30 days 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.

Noisy or rowdy behaviour is prohibited within the Party Room.

No loud music shall be permissible in the Party Room at any time.

**All functions within the Party Room must be terminated as of 12:00 a.m. Sunday to Thursday and 1:00am on Friday and Saturday.** All Residents and Guests must thereafter immediately vacate the Party Room and leave it in clean condition.

One security guard shall be retained for events up to thirty-five (35) people to monitor the access to (and egress from) the Party Room during the reserved event, and two security guards shall be retained from Management for events of thirty-six (36) to seventy (70) guests. The Resident in whose name the reservation has been made shall pay for the cost of retaining the security guard. The Resident shall provide a list of

the guests to the Concierge Desk at least 48 hours before the party failing which the party will be cancelled.

30 days notice is required for the cancellation of a guard. Cancellation of a guard can only be made by Management. A 4 hour mandatory charge applies.

**In no case shall liquor or any other drinks be sold** (whether for profit or otherwise) at any function within any Party Room. **No alcohol shall be served in the party room 30 minutes before the close of the room.**

Only events organized by either of the Two Condominiums, a Resident and/or the Declarant shall be permitted within the Party Room.

**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.

The use of the card room may be restricted during any private parties or organized activities of either of the Two Condominiums and/or the Declarant.

Events organized by either of the residential Condominiums or of the Recreation Committee shall be permitted within any room and shall take precedent over private adult resident use.

No Party room bookings available on Halloween, Christmas Eve, Christmas, Boxing Day New Years Eve or New Years Day.

Security guards shall have the right to enter the Party Room at any time to ensure that there is no disturbance or any inappropriate behaviour.

No one will be allowed to go to any lobby area other than the Party Room/Card Room during a party.

No decorations, e.g. Banners, balloons, etc. can be put on the walls or doors. No papering of walls, doors, windows etc. is permitted.

Use of equipment in the Party Room: no tampering, alteration, revising etc; of any equipment is permitted. In case of a need to adjust any equipment, the security will be approached.



Any damage occurring to the equipment arising out of misuse or tinkering or re-wiring will be charged back to the booking resident/owner.

#### **I. 3<sup>rd</sup> Floor Lounge**

These areas are not for private use.

Residents and their guests should not move furniture, ornaments, flower arrangements, plants, and lamps from their designated positions.

Boisterous behavior of any sort, including yelling, running or rowdiness is not permitted. Food and drink are not allowed.

#### **J. Enforcement of Club Rules**

1. The rules of the Ovation Recreation Centre shall be enforced in accordance with the terms of the Act, the respective Declarations of each of the Two Condominiums, and the Reciprocal Agreement, and upon such further terms as the Manager or the Shared Facilities Committee may deem advisable, in their sole and unfettered discretion, from time to time.

2. In addition to any other powers regarding the enforcement of the rules herein set forth which the Manager or the Shared Facilities Committee may have by virtue of the Act, the respective Declaration of the Two Condominiums and/or the Reciprocal Agreement, the following enforcement regime shall prevail unless the breach or contravention of any rule creates an emergency situation, or in the opinion of the Manager or the Shared Facilities Committee, a more expedient remedial approach is required, namely:

a) The offending or responsible Resident shall be notified in writing with respect to the first breach or offense, by the Shared Facilities Manager and/or by the Shared Facilities Committee, and shall be given 14 days within which to rectify the violation or to signify the Resident's willingness to comply with the rules in the future; Unless the breach put anyone in danger at this point an immediate escalation to suspension and items ( c ) and ( d ) below. And local authorities will be notified.

b) Upon the second breach or offence, the offending or responsible Resident shall be given written notice thereof and shall be required to signify to the Manager and/or the Shared Facilities Committee in writing, within two days after the Resident's receipt of the aforesaid notice, that the Resident shall comply with the rules in the future; and

c) Upon the third breach or offense, and with respect to any further breaches or offenses committed by the offending or responsible Resident, the Manager and/or the Shared Facilities Committee may order the Resident to provide a security deposit of \$500.00 to ensure future compliance with the rules by such Resident and/or his or her Guest(s), and said security deposit will be subject to forfeiture in the event that any further breach or contravention of the rules is occasioned by such Resident and/or his or her Guest(s).

d) Upon any further breach or offense, the Condominium Corporation has the right to deny access to the facilities at their sole discretion.

3. In the event that any of these rules require an Owner to pay monies hereunder and such monies are not paid within 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.

### **Fines for Offences**

Fines for those who do not follow the recreation centre rules are as follows, \$50.00 on a second offence, \$100 on the third offence and \$150 on the fourth. Privileges would not be returned until the fine is paid in full.

### **Fines for Dog Owners**

Fines for residents who allow their dog to urinate and defecate in the common element such as the corridors, garage and patio/terraces is \$250.00.

### **Curfew in the Recreation/Common Element**

The Board has implemented a 10:00 p.m. to 6:00 a.m. curfew rule for children under the age of ~~17~~<sup>16</sup> not accompanied by an adult of 18 years or older.

### **Parcel & Delivery Rules**

Effective immediately the concierge will only be accepting parcels from registered and recognized courier companies and Canada Post.

1. Due to limited space the concierge can **accept parcels 24 x 24 x 24**.

2. Parcels will be held for three days/72 hours. If parcels have not been picked up by that time the parcels will be returned to the delivering courier company.
3. Perishables such as flowers, fruit baskets, etc., must be picked up within two days. If not **picked up within that time the items will be returned to the delivering company.**
4. Due to security reasons food **deliveries will not be allowed door to door.**

### **Suite Keys**

In order to leave a suite key for another party, the resident must complete a form available at the concierge desk. The form will indicate the name of the resident and the suite number along with the name of the recipient. The keys will be kept in an envelope and signed for by the concierge. The envelope will have the name of the resident and the name of the recipient.  
**(Management will not sign for the keys.)**

The concierge will only release the keys upon seeing a valid photo ID and the recipients must sign for the item. Only a key can be left in the envelope. The same envelope will be returned to the resident upon the resident showing photo ID and signing for the envelope.

**This service is only available to residents.**

### **Real Estate Agents**

Keys **shall not** be left for, or by, Real Estate Agents, or any Apartment Rental company, or any Leasing company for any resident.

**The Rules for Real Estate Agents remains the same: keys shall be placed in the agent's lock box and secured to the stairwell railing at the applicable floor level.**

### **Parking Passes**

Overnight parking passes for up to 12 nights per month in allotments of any number of days up to 12 per month are issued by the concierge. All guests will require an overnight pass if remaining after 0200 hrs. There is no visitor parking between 0200 hrs and 0700 hrs unless the pass is issued and is clearly displayed on the vehicle dashboard. Pass must be signed by a resident with valid building

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photo ID. Anyone requiring more than 12 nights per month must receive approval from the Management Office.



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## Shared Facilities

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Tuesday May 20, 2008

### Residents of PSCC 712 & PSCC 754

RE: Virtual Golf Simulator Area to Gym Extension

Dear Unit Owner(s),

Please find attached the official notice of change in the virtual golf simulator area.

Ovation Shared Facility Committee and Management hope that the usage of Ovation Shared Facilities will increase after the recent investment. Please protect your investment and use the facilities with safety in mind.

Should you have any questions or concerns, please do not hesitate to contact the Shared Facilities office at 905-273-6267.

Sincerely,

**Del Property Management**  
**Agents for and on behalf of Ovation Shared Facilities**

A handwritten signature in cursive script that reads "Paulette Pothier".

Paulette Pothier  
Manager Shared Facilities



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## Shared Facilities

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### **NOTICE OF CHANGE TO COMMON ELEMENTS** (Pursuant to section 97 of the Condominium Act, 1998)

To: Owners of PEEL STANDARD CONDOMINIUM CORPORATION NO. 712 and  
PEEL STANDARD CONDOMINIUM CORPORATION NO. 754

From: Board of Directors

Date: May 20, 2008

Re: Ovation Shared Facility – Virtual Golf Room

The Corporations would like to make the following addition, alteration or improvement to the common element.

The alteration of the shared facility virtual golf simulator area into a shared facility gym extension. The driving range and putting green will remain in the virtual golf room.

The total cost of the alteration is estimated to be \$25,450.00. The total net expenditure to be paid from the Corporations Contingency Fund is therefore estimated to be \$25,450.00 (+GST).

In accordance with section 46 of the Condominium Act, 1998, owners may requisition a meeting of owners within 30 days of receiving this notice. Copies of sections 46 and 97 of the Condominium Act, 1998 are attached to this notice.

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3880 Duke of York Boulevard • Mississauga • ON • L5B 4M7  
tel 905•273•6267 fax 905•848•8881  
recreation centre office 905•848•5250 concierge 905•848•9606  
email: sharedfac@bellnet.ca

## Meetings

**45.** (1) Subject to the other requirements of this Act, anything that this Act requires to be approved by a vote of any of the owners shall be approved only at a meeting of owners duly called for that purpose. 1998, c. 19, s. 45 (1).

## Annual general meeting

(2) The board shall hold a general meeting of owners not more than three months after the registration of the declaration and description and subsequently within six months of the end of each fiscal year of the corporation. 1998, c. 19, s. 45 (2).

## Matters for annual general meeting

(3) At an annual general meeting, an owner may raise for discussion any matter relevant to the affairs and business of the corporation. 1998, c. 19, s. 45 (3).

## Other meetings

(4) The board may at any time call a meeting of owners for the transaction of any business, and the notice of the meeting shall specify the nature of the business. 1998, c. 19, s. 45 (4).

## Requisition for meeting

**46.** (1) A requisition for a meeting of owners may be made by those owners who at the time the board receives the requisition, own at least 15 per cent of the units, are listed in the record maintained by the corporation under subsection 47 (2) and are entitled to vote. 1998, c. 19, s. 46 (1).

## Form of requisition

(2) The requisition shall,

- (a) be in writing and be signed by the requisitionists;
- (b) state the nature of the business to be presented at the meeting; and
- (c) be delivered personally or by registered mail to the president or secretary of the board or deposited at the address for service of the corporation. 1998, c. 19, s. 46 (2).

## Same, removal of directors

(3) If the nature of the business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director who is proposed to be removed, the name of the director, the reasons for the removal and whether the director occupies a position on the board that under subsection 51 (6) is reserved for voting by owners of owner-occupied units. 1998, c. 19, s. 46 (3).

## Duty of board

(4) Upon receiving a requisition mentioned in subsection (1), the board shall,

- (a) if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the meeting to the agenda of items for the next annual general meeting; or
- (b) otherwise call and hold a meeting of owners within 35 days. 1998, c. 19, s. 46 (4).

## Non-compliance

(5) If the board does not comply with subsection (4), a requisitionist may call a meeting of owners which shall be held within 45 days of the day on which the meeting is called. 1998, c. 19, s. 46 (5).

### **Copy of plan**

(9) Within 15 days of proposing a plan, the board shall,

- (a) send to the owners a notice containing a summary of the study, a summary of the proposed plan and a statement indicating the areas, if any, in which the proposed plan differs from the study; and
- (b) send to the auditor a copy of the study, a copy of the proposed plan and a copy of the notice sent to the owners under clause (a). 1998, c. 19, s. 94 (9).

### **Implementation of proposed plan**

(10) The board shall implement the proposed plan after the expiration of 30 days following the day on which the board complies with subsection (9). 1998, c. 19, s. 94 (10).

### **Use of reserve fund**

95. (1) No part of a reserve fund shall be used except for the purpose mentioned in subsection 93 (2). 1998, c. 19, s. 95 (1).

### **Board's use**

(2) The board does not require the consent of the owners to make an expenditure out of a reserve fund. 1998, c. 19, s. 95 (2).

### **No distribution**

(3) The amount of a reserve fund shall constitute an asset of the corporation and shall not be distributed to the mortgagees of the units or, except on termination of the corporation, to the owners of the units. 1998, c. 19, s. 95 (3).

### **Warranties**

96. (1) All warranties given with respect to work and materials furnished for a unit shall be for the benefit of an owner. 1998, c. 19, s. 96 (1).

### **Enforcement by corporation**

(2) The corporation may enforce the warranties mentioned in subsection (1) on behalf of an owner if the corporation does work on behalf of the owner under section 92. 1998, c. 19, s. 96 (2).

### **Same, common elements**

(3) All warranties given with respect to work and materials furnished for the common elements shall be for the benefit of the corporation. 1998, c. 19, s. 96 (3).

## **CHANGES TO COMMON ELEMENTS AND ASSETS**

### **Changes made by corporation**

97. (1) If the corporation has an obligation to repair the units or common elements after damage or to maintain them and the corporation carries out the obligation using materials that are as reasonably close in quality to the original as is appropriate in accordance with current construction standards, the work shall be deemed not to be an addition, alteration or improvement to the common elements or a change in the assets of the corporation for the purpose of this section. 1998, c. 19, s. 97 (1).

### **Changes made without notice**

(2) A corporation may, by resolution of the board and without notice to the owners, make an addition, alteration or improvement to the common elements, a change in the assets of the corporation or a change in a service that the corporation provides to the owners if,



- (a) it is necessary to make the addition, alteration, improvement or change to comply with an agreement mentioned in section 113 or the requirements imposed by any general or special Act or regulations or by-laws made under that Act;
- (b) in the opinion of the board, it is necessary to make the addition, alteration, improvement or change to ensure the safety or security of persons using the property or assets of the corporation or to prevent imminent damage to the property or assets; or
- (c) subject to the regulations made under this Act, the estimated cost, in any given month or other prescribed period, if any, of making the addition, alteration, improvement or change is no more than the greater of \$1,000 and 1 per cent of the annual budgeted common expenses for the current fiscal year. 1998, c. 19, s. 97 (2).

#### **Changes made on notice**

(3) A corporation may make an addition, alteration or improvement to the common elements, a change in the assets of the corporation or a change in a service that the corporation provides to the owners if,

- (a) the corporation has sent a notice to the owners that,
  - (i) describes the proposed addition, alteration, improvement or change,
  - (ii) contains a statement of the estimated cost of the proposed addition, alteration, improvement or change indicating the manner in which the corporation proposes to pay the cost,
  - (iii) specifies that the owners have the right, in accordance with section 46 and within 30 days of receiving the notice, to requisition a meeting of owners, and
  - (iv) contains a copy of section 46 and this section; and
- (b) one of the following conditions has been met:
  1. The owners have not requisitioned a meeting in accordance with section 46 within 30 days of receiving a notice under clause (a).
  2. The owners have requisitioned a meeting in accordance with section 46 within 30 days of receiving a notice under clause (a) but have not voted against the proposed addition, alteration, improvement or change at the meeting. 1998, c. 19, s. 97 (3).

#### **Approval of substantial change**

(4) Despite subsection (3), the corporation shall not make a substantial addition, alteration, improvement to the common elements, a substantial change in the assets of the corporation or a substantial change in a service that the corporation provides to the owners unless the owners who own at least  $66\frac{2}{3}$  per cent of the units of the corporation vote in favour of approving it. 1998, c. 19, s. 97 (4).

#### **Meeting**

(5) The vote shall be taken at a meeting duly called for the purpose of subsection (4). 1998, c. 19, s. 97 (5).

#### **Meaning of substantial change**

(6) For the purposes of subsection (4), an addition, alteration, improvement or change is

substantial if,

- (a) its estimated cost, based on its total cost, regardless of whether part of the cost is incurred before or after the current fiscal year, exceeds the lesser of,
  - (i) 10 per cent of the annual budgeted common expenses for the current fiscal year, and
  - (ii) the prescribed amount, if any; or
- (b) the board elects to treat it as substantial. 1998, c. 19, s. 97 (6).

#### **Cost of changes**

(7) The cost of an addition, alteration, improvement or change that the corporation makes under this section shall form part of the common expenses. 1998, c. 19, s. 97 (7).

#### **Changes made by owners**

**98. (1)** An owner may make an addition, alteration or improvement to the common elements that is not contrary to this Act or the declaration if,

- (a) the board, by resolution, has approved the proposed addition, alteration or improvement;
- (b) the owner and the corporation have entered into an agreement that,
  - (i) allocates the cost of the proposed addition, alteration or improvement between the corporation and the owner,
  - (ii) sets out the respective duties and responsibilities, including the responsibilities for the cost of repair after damage, maintenance and insurance, of the corporation and the owner with respect to the proposed addition, alteration or improvement, and
  - (iii) sets out the other matters that the regulations made under this Act require;
- (c) subject to subsection (2), the requirements of section 97 have been met in cases where that section would apply if the proposed addition, alteration or improvement were done by the corporation; and
- (d) the corporation has included a copy of the agreement described in clause (b) in the notice that the corporation is required to send to the owners. 1998, c. 19, s. 98 (1).

#### **No notice or approval**

(2) Clauses (1) (c) and (d) do not apply if the proposed addition, alteration or improvement relates to a part of the common elements of which the owner has exclusive use and if the board is satisfied on the evidence that it may require that the proposed addition, alteration or improvement,

- (a) will not have an adverse effect on units owned by other owners;
- (b) will not give rise to any expense to the corporation;
- (c) will not detract from the appearance of buildings on the property;
- (d) will not affect the structural integrity of buildings on the property according to a certificate of an engineer, if the proposed addition, alteration or improvement involves a change to the structure of the buildings; and



FEBRUARY 26, 2009

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Peel Standard Condominium Corporation No. 712

**Real Estate Agents and Rental Agents Policies and Procedures**

All Agents are required to conduct meetings with respective clients in an office environment or the respective unit of interest, or any other location other than the lobbies of this building. **Open house showings are not permitted.**

The courtesy phone located at the concierge is for emergencies or residents only.

All Agents and their clients will sign in with the concierge, and all agents will sign the real estate policies confirming their understanding of these policies. It is understood that the agent will supply all relevant information to all prospective tenants and/or purchaser's. **New pets are not permitted in the building, including dogs and cats.** Only those pets "grandfathered" prior to the rule change and registered in the Management Office are permitted.

Keys **shall not** be left for, or by, Real Estate Agents, or any Apartment Rental company, or any Leasing company for any resident. The Management Office or Security will not accept keys on behalf of the agent or client.

**The Rules for Real Estate Agents remains the same: keys shall be placed in the agent's lock box and secured to the stairwell railing at the applicable floor level.**

The Agent must provide tenants with a copy of the Corporation and Shared Facilities Rules prior to the signing and agreement of any lease. A copy of the Real Estate Policies will be retained by the Real Estate Agent and a copy provided to their client(s).

All agents and their client(s) will register their tenancy/ownership with their respective Management Office during regular business hours. A copy of the tenancy agreement must be provided to the respective Management Office along with a confirmation acknowledging that pets are not permitted on the property. New purchasers will provide a confirmation of closing from their solicitor confirming change of ownership of the unit.

Agents and their client will need to book the moving elevator (48 hours in advance) for moving of personal belongings and luggage prior to moving in or out of the building. A copy of the lease must be provided to the respective Management Office before an elevator booking is confirmed. A ***security deposit of \$200.00 by certified cheque or money order is required for any deliveries and for any move-out.***

The lobby areas of the Ovation will not be used as a "waiting area" by agent or clients and their luggage while waiting to move in or out.

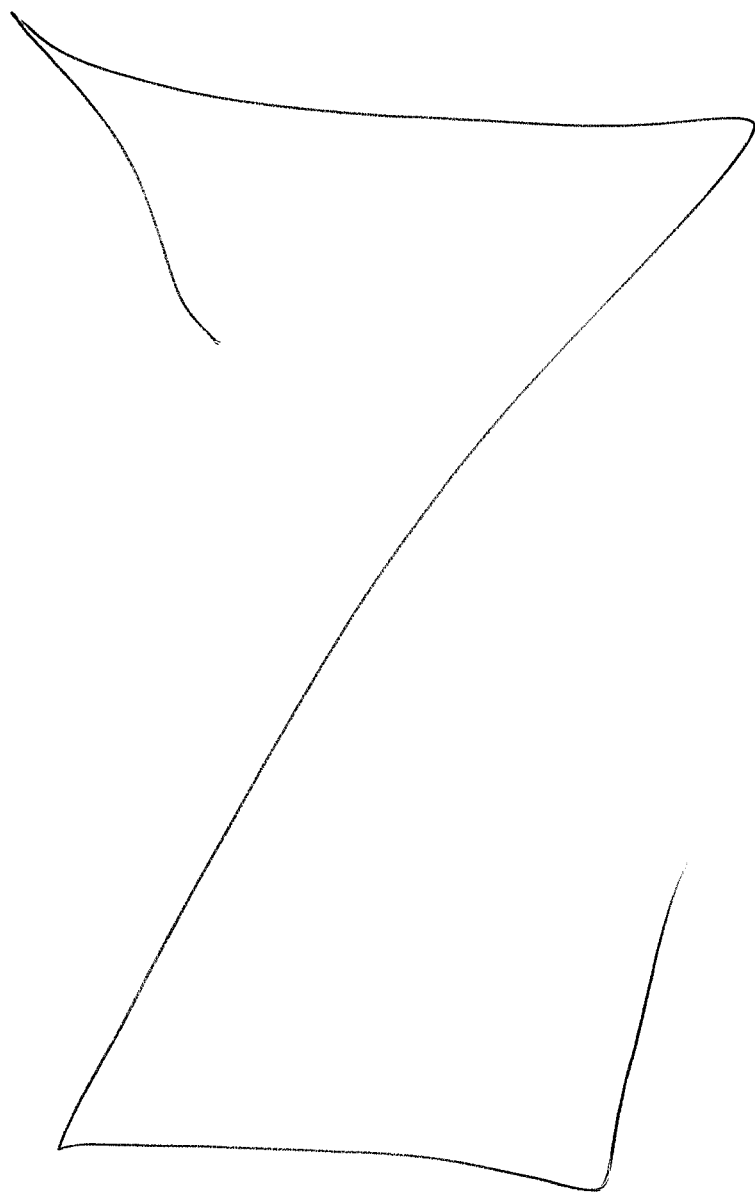
The building photo identification card and the fee of \$25.00 per resident, including each child, will be paid to the respective Management Office at the time of registration and prior to moving into the suite. A temporary pass will be issued by the Administrator of the respective Management Office at the time of registration. Arrangements for photos are scheduled by the Agent through the Shared Facilities Manager or the Recreation Director. The temporary pass must be presented at the time that the photo identification is taken, as confirmation of registration in the respective building.

It is the responsibility of the Agent to ensure that all security remotes (fobs) and all other keys are issued or collected by the Agent prior to anyone moving in or out of the building. It is the responsibility of the agent to arrange for registration of their tenants, the photo identification and the return of all photo identification after moving out.

Date: \_\_\_\_\_ Suite # \_\_\_\_\_

Attach Real Estate Agent Business Card Here

Real Estate Agent Signature



## Shared Facilities

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### PHOTO ID RULES

An Ovation photo ID card is **MANDATORY** for:

1. Use of any recreation facilities i.e., gym, swimming pool, saunas, bowling alley, billiards room, golf, theatre or any related activities.
2. Booking of party room/s, winter garden and guest suites.
3. Using the BBQ area.
4. Obtaining an overnight visitor parking permit.
5. When signing for receipt of any parcel at the security desk.
6. To book an elevator for moving/deliveries etc.
7. Attend any events held at the Ovation.

### AND

1. Replacement of a lost card will be \$25.00/ per person.
2. Any unit requiring a new card after initial issue date, will be charged \$25.00/ per Person.
3. Each unit is allowed two guests (with visitor ID) to any of the recreation facilities. All guests **MUST** be accompanied by an adult resident with photo ID.
4. All rules applicable to each individual recreation facility will remain in force.

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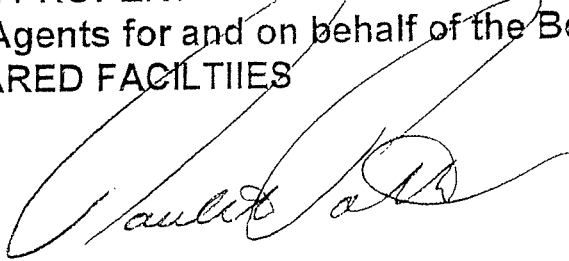
5. When moving out residents MUST return their ID to the Concierge.
6. When moving in, residents will be provided with a photo ID form upon registration with the management office. Upon completion the form will be approved by the appropriate Property Manager and passed on to the Shared Facilities Supervisor who will complete the picture and visitors cards?

Yours truly,

**DEL PROPERTY MANAGEMENT INC.,**

**As Agents for and on behalf of the Board of Directors**

**SHARED FACILITIES**



**Paulette Pothier**

**Supervisor of the Shared Facilities**

cc: Shared Facilities Committee

cc: PSCC 712

cc: PSCC 754