NOTICE OF RULES

TO: **The Owners**
Toronto Standard Condominium Corporation No. 1722

FROM: **Board of Directors**
Toronto Standard Condominium Corporation No. 1722

DATE: ***December 11, 2015***

RE: **Toronto Standard Condominium Corporation No. 1722 New Rules**

Please find enclosed a copy of Toronto Standard Condominium Corporation No. 1722's proposed new Rules in accordance with Section 58 of the *Condominium Act, 1998*.

The new Rules will become effective on ***January 15, 2016*** unless a meeting is requisitioned in accordance with Section 46 of the *Condominium Act, 1998*. Upon the new rules becoming effective, all existing Rules will be repealed.

Pursuant to the *Condominium Act, 1998*, rules may only become effective at the time determined by sections 58 (7) and (8).

We enclose a copy of Sections 58 and 46 of the *Condominium Act* for your reference.

Owners who have leased their units are responsible to deliver the new Rules to their tenants.

Section 58 of the Condominium Act, 1998

s. 58(1)

(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 enjoyment of the common elements, the units or the assets of the corporation.

Rules to be reasonable – s.58(2)

(2) The rules shall be reasonable and consistent with this Act, the declaration and the by-laws.

Same, proposed rules – s.58(3)

(3) Rules proposed by the declarant before the registration of a declaration and description shall be reasonable and consistent with this Act, the proposed declaration and the proposed by-laws.

Inconsistent provisions – s.58(4)

(4) If any provision in a rule or a proposed rule is inconsistent with the provisions of this Act, the provisions of this Act shall prevail and the rule or proposed rule, as the case may be, shall be deemed to be amended accordingly.

Amendment by owners – s.58(5)

(5) The owners may amend or repeal a rule at a meeting of owners duly called for that purpose.

Notice of rule – s.58(6)

(6) Upon making, amending or repealing a rule, the board shall give a notice of it to the owners that includes,

(a) a copy of the rule as made, amended or repealed, as the case may be

(b) a statement of the date that the board proposes that the rule will become effective; and

(c) a statement that the owners have the right to requisition a meeting under section 46 and the rule becomes effective at the time determined by subsections (7) and (8).

When rule effective – s.58(7)

(7) Subject to subsection (8), a rule is not effective until,

(a) the owners approve it at a meeting of owners, if the board receives a requisition for the meeting under section 46 within 30 days after the board has given notice of the rule to the owners; or

(b) 30 days after the board has given notice of the rule to the owners, if the board does not receive a requisition for the meeting under section 46 within those 30 days.

Same – s.58(8)

(8) A rule or an amendment to a rule that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose.

Same, proposed rule – s.58(9)

(9) Despite subsection (7), a rule proposed by the declarant before the registration of the declaration and description shall be effective until it is replaced or confirmed by a rule of the corporation that takes effect in accordance with subsection (7).

Compliance – s.58(10)

(10) All persons bound by the rules shall comply with them and the rules may be enforced in the same manner as the by-laws.

Section 46 of the Condominium Act, 1998

s. 46(1)

(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.

Form of requisition – s. 46(2)

(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.

Duty of board – s. 46(4)

(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.

Non-compliance – s. 46(5)

(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.

Reimbursement of cost – s. 46(6)

(6) Upon request, the corporation shall reimburse a requisitionist who calls a meeting under subsection (5) for the reasonable costs incurred in calling the meeting.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1722
(the "Corporation")

RULES AND REGULATIONS ("RULES")

TABLE OF CONTENTS

INTRODUCTION.....1

A. DEFINITIONS AND INTERPRETATION.....1

B. GENERAL.....1

C. QUIET ENJOYMENT.....4

D. UNITS AND COMMON ELEMENTS.....5

E. BALCONIES, TERRACES AND PATIOS.....9

F. SECURITY.....10

G. SAFETY.....12

H. ELEVATORS, MOVING AND DELIVERIES.....13

I. RENOVATIONS.....15

J. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL.....16

K. WASTE MANAGEMENT.....17

L. TENANCIES.....18

M. PETS/ANIMALS.....19

N. PARKING.....21

O. BICYCLE STORAGE.....23

P. GUEST SUITE(S).....24

Q. RECREATIONAL FACILITIES.....25

R. PARTY ROOM.....27

S. EXERCISE ROOM.....31

T. SWIMMING POOL.....32

U. SAUNA.....33

V. CHANGE ROOMS.....34

W. GAMES ROOM.....35

X. CARDS ROOM.....36

Y. GOLF ROOM.....36

INTRODUCTION

The following rules ("**Rules**") made pursuant to the *Condominium Act, 1998*, S.O. 1998, c. 19, and the regulations made thereunder, as amended, shall be observed by all present and future Owners and any other persons occupying the unit, including, without limitation, family members, household members, Residents, tenants, and by all guests, invitees, licensees and employees. All prior existing rules are repealed.

A. DEFINITIONS AND INTERPRETATION

1. "**Act**" means the *Condominium Act, 1998*, S.O. 1998, c.19 and all regulations thereunder and any amendments to said Act and regulations and any successor legislation;

2. "**Board of Directors**" or "**Board**" means the board of directors of the Corporation;

3. "**Owner**" means "owner" as defined in the Act;

4. "**Property Manager**" or "**Property Management**" or "**Manager**" or "**Management**" means the individual or company appointed by the Corporation to manage the property and assets of the Corporation, or any agent or employee thereof;

5. "**Resident**" means anyone who is a resident in any residential unit in the Corporation, for any length of time, and includes, but is not limited to, an Owner residing in a unit, temporary guests or anyone who is permitted to reside in a residential unit for any period of time by the Owner or tenant of the unit; **[Yes.]**

Unless otherwise specified, the terms used herein shall have ascribed the definitions contained in the Act.

These Rules shall be read with all changes in gender and number required by the context. The headings in these Rules form no part of the Rules and have been inserted for convenience of reference only.

B. GENERAL

1. Use of the common elements and units shall be subject to these Rules and any additional rules which the Board may make from time to time to promote the safety, security and welfare of the Owners, and of the property and assets of the

Corporation or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements, units and assets of the Corporation.

2. Each Owner and Resident of the Corporation shall be responsible for the acts and/or omissions of their respective family members, tenants, guests, invitees, licencees, customers, employees and agents.

3. All Owners must provide Management with their names and up-to-date contact information, whether or not their unit is leased.

4. Any losses, costs or damages incurred by the Corporation (including, without limitation, legal costs) by reason of a breach of the Act, or the Declaration, By-laws and Rules or by reason of any litigation against the Corporation without obtaining a judgment against the Corporation, by any Owner and/or Resident, or by the respective family members, tenants, guests, invitees, employees or agents of the Owner and/or Resident or any of the foregoing shall be borne and paid for by such Owner of the unit and shall be deemed to be additional contributions towards the common expenses payable by such Owner and shall be recoverable as such.

5. No one shall do or permit anything to be done in a unit, or bring or keep anything therein which will in any way increase the risk of fire or the insurance premiums on the building, or on property kept therein, and no one shall do or permit anything to be done in a unit or obstruct or interfere with the rights of other Owners and/or Residents, or in any way injure or annoy them, or conflict with the regulations of the applicable municipal fire department, or with any insurance policy carried by the Corporation or conflict with any of the rules and ordinances of the applicable local board of health, or with any municipal by-law or any provincial or federal statute or regulation.

6. No one shall injure, harass, threaten, annoy, or initiate any defamatory, threatening, hateful or discriminatory statement or action, or participate in any illegal activity or harmful conduct toward any Owner, Resident, Board member, Manager, employee of the Corporation or the Manager, or contractor retained by the Corporation. Harassment consists of any verbal or written statement, action, or behaviour which is intimidating, threatening, violent or which causes physical or psychological harm, fear, humiliation or embarrassment, objectively determined on a reasonable basis, including any statement, action or behaviour which a person knows or reasonably ought to know would be unwelcomed and offensive, including, without limitation, any verbal abuse, insulting comment, joke, gesture, conduct or touching or which would constitute workplace harassment or sexual harassment as set out in the *Human Rights Act*.

7. No one on the property shall act in a manner that is unmanageable, rude, disruptive, aggressive, abusive or anti-social in nature.

8. All Owners and Residents shall comply with the Workplace Violence, Harassment and Discrimination Policy, which may be amended or modified from time to time by the Board.

9. No one shall use, store, or permit the prolonged storage of garbage or degradable matter, an accumulation of excessive paper or any item in any unit or on the common elements which may, in the sole and absolute discretion of the Board, overload the structure or constitute a fire, health or safety hazard (the "**Hazard**"). If an Owner and/or Resident creates a Hazard and does not rectify and/or remedy the Hazard to a standard that is approved by the Board within a reasonable time, then the Corporation shall be permitted to enter the unit and/or exclusive use common elements appurtenant to the unit upon reasonable notice (or forthwith, in the case of an emergency) and rectify and/or remedy the Hazard. In such event, the Owner shall reimburse the Corporation in full for the costs of rectifying and/or remedying the Hazard including, but not limited to, any clean-up costs and legal costs and same shall be recovered by the Corporation in the same manner as common expenses, or in any other lawful manner.

10. No one shall contact the Corporation's legal counsel, engineers or auditors (the **Corporation's Professionals**") without prior written consent of the Board. In the event the Corporation's Professionals are contacted without prior written consent of the Board and as a result, fees are incurred by the Corporation, the Owner of the unit shall be responsible for any fees that the Corporation may incur. For clarity, the Owner shall be responsible for any fees incurred in the event the Owner, or their respective family members, tenants, guests, invitees contact the Corporation's Professionals without prior written consent of the Board.

11. No one shall interfere with, hinder or impede the Board or the Manager from carrying out the Corporation's duties and obligations under the Act, the Declaration or By-laws of the Corporation, or any agreement to which the Corporation is a party.

12. Owners and/or Residents shall comply with all governmental laws and regulations whether municipal, provincial, federal or of any authorized agency thereof.

C. QUIET ENJOYMENT

1. No one shall create or permit the creation or continuation of any noise, odour or other nuisance which, in the opinion of the Board or the Manager, does or may disturb, annoy or interfere with the comfort or quiet enjoyment of the units or common elements by other Owners and/or Residents. No one shall obstruct or interfere with the rights of any Owner.

2. No noise (including music from an instrument or other source) or odour which is an annoyance, nuisance or disruption to other Owners or Residents shall be permitted to be transmitted from one unit to another or from one balcony, patio or terrace to another or to the common elements. If the Board determines that any noise or odour is being transmitted to another unit or balcony, terrace or patio or the common elements and that such noise or odour is an annoyance or a nuisance or disruptive, then the Owner and/or Resident of such unit shall at his/her expense take such steps as shall be necessary to abate such noise or odour to the satisfaction of the Board. If the Owner and/or Resident of such unit fails to abate the noise or odour, the Board may take such steps as it deems necessary to abate the noise or odour and the Owner shall be liable to the Corporation for all expenses incurred in abating the noise or odour (including legal fees).

3. No one shall permit smoke, including second-hand smoke, to interfere with Residents in other units or balconies, terraces or patios or in the common elements. If the Board determines, in its sole and exclusive discretion, that smoke is being transmitted to another unit or balcony, terrace or patio or the common elements, the Board may require the Owner of the unit from which the smoke emanates to take whatever steps are required to rectify the problem to the satisfaction of the Board. Without limiting the generality of the foregoing, these steps could include the Owner installing, at his/her own cost, adequate ventilation in his/her unit or the common elements, if necessary, to stop the smoke penetration, in which case, the Owner shall be required to enter into an alteration agreement with the Corporation. If the Owner of such unit fails to abate the smoke, the Board may take such steps as it deems necessary to abate the smoke and the Owner shall be liable to the Corporation for all expenses thereby incurred in abating the smoke.

4. No solicitation, canvassing or delivery of flyers is allowed in the building except for the distribution of election materials by candidates and their authorized representatives for election to the House of Commons, legislative assembly or an office in municipal government or school board, candidates running for election to the Corporation's Board or Management soliciting proxies for owners' meetings.

5. Any repairs and/or renovations to units or exclusive use common elements, which creates noise by hammering, drilling, etc., are permitted only during the hours of 9:00 a.m. to 6:00 p.m. Monday to Saturday (excluding public holidays), except in the event of an emergency, in which case the Owner or Resident must notify Management as soon as practical in the circumstances.

D. UNITS AND COMMON ELEMENTS

1. Each unit shall be occupied for such purposes as provided in the Corporation's Declaration and these Rules and in accordance with all municipal by-laws. No commercial use shall be permitted in or with respect to any residential unit, including, without limitation, the carrying on of a business or the operation of a business or professional office.

2. No Open House for the purpose of selling a unit shall be held on either the common elements or in the units.

3. Each residential unit shall be occupied and used only as a private single family residence.

4. No hotel, boarding or lodging house, transient use, time-sharing or dormitory use shall be permitted with respect to any unit.

5. No immoral, improper, offensive or unlawful use shall be made of any unit, the common elements or any other part of the Corporation's property. All federal and provincial laws and regulations, municipal by-laws and other ordinances, and all rules, regulations and codes of all quasi-governmental authorities having jurisdiction shall be strictly observed and complied with.

6. The filming of any movie for commercial purposes in any unit or on the common elements is prohibited except when authorized by written consent of the Board.

7. No one shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her unit or adjacent common elements. Owners and/or Residents shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and shall fully cooperate with the Manager to provide access to each unit for the purpose of inspecting the unit to ascertain the presence of any pests, insects or vermin and conducting a spraying program or any other program to eliminate any incident of pests, insects, vermin or rodents within the building. Residents shall prepare the unit in accordance with instructions provided by Management to facilitate the pest elimination in the unit. The Property Manager

or Board of Directors shall make arrangements for the pests to be exterminated by an exterminator of their sole choosing. At no time and under no circumstances shall the Unit Owner attempt to exterminate pests without the written approval of the Management or the Board of Directors.

8. All expenses related to the extermination procedure, including the removal and/or disposal of furniture, shall be borne by the Owner. The Owner shall reimburse the Corporation for any costs it shall incur related to the extermination within fifteen (15) days of notification of such costs, which shall be collected in the same manner as common expenses.

9. No awnings, screens, enclosures or structures whatsoever shall be erected over the outside of any window of a residential unit, or on any balcony, terrace or patio without the prior written consent of the Board. All shades or other window coverings shall be white or off-white on the outside and all draperies shall be lined in white or off-white to present a uniform appearance to the exterior of the building.

10. No outside painting shall be done other than by the Corporation to the exterior of the building, railings, doors, windows, balconies or any other part of the property, unless otherwise permitted in the Declaration.

11. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements whatsoever without the prior written consent of the Board, unless otherwise permitted in the Declaration.

12. No television antenna, aerial, satellite dish, tower or similar structure and similar appurtenances thereto shall be erected on or fastened to any unit or to any exclusive use common element appurtenant to a unit, or any other part of the common elements except when authorized by written consent of the Board.

13. No articles, fixtures or doormats shall be placed at individual doorways leading into any unit. No one shall obstruct or permit the obstruction of any entry, passageway, hallway or stairwell which is part of the common elements and any such entry, passageway, hallway or stairwell shall be used only as a means of ingress or egress to and from the building and the unit or some other part of the common elements. No one shall place or leave, or permit to be placed or left, anything in the corridors or in the stairwells.

14. No decorations, door knockers or doorbells are permitted to be affixed, placed or hung on any unit door or door frame.

15. No major electrical appliances, except a stove, refrigerator, microwave oven, washing machine, clothes dryer, dishwasher and other common household electrical appliances shall be installed or used in any residential unit without the prior written consent of the Board.

16. No garborators shall be installed in any unit.

17. No one shall install anything on the interior of the unit doors which may hamper the Corporation in the maintenance or repair of the common elements.

18. No one shall install anything on the walls of a unit that may encroach on the common elements, without the prior approval of the Board.

19. No one shall harm, mutilate, destroy, alter or litter any of the common elements of the Corporation, including, but not limited to, grass, trees, shrubs, hedges, flowers and landscaping on the property, nor plant new plants, shrubs or trees on the common elements, without the prior consent of the Board.

20. The Owner of a unit shall be responsible for any costs incurred to repair damage to the unit or the common elements that may have been caused by the Owner or the Resident of the Owner's unit, or any person, thing or animal for whom or for which the Owner and/or Resident is responsible, howsoever caused.

21. All persons shall wear proper attire (shoes, shirts and bathing suit covers) when using the common hallways, entrances or elevators.

22. Smoking is prohibited in or upon the common elements except in designated outdoor areas, as determined by the Board in its sole and absolute discretion. Without limiting the foregoing, smoking is not permitted in the parking garage or stairwells.

23. No auction sales or events to which the general public is invited shall be allowed in any residential unit or on the common elements.

24. Firecrackers or other fireworks are not permitted in any unit or on the common elements.

25. No building, structure or tent shall be erected, placed, located, kept or maintained on the common elements, and no trailer, either with or without living, sleeping or eating accommodations, shall be placed, located, kept or maintained on the common elements.

26. Children are not permitted to play in or on any of the common elements that are not designated as a play area.

27. No mops, brooms, dusters, rugs, bedding or anything else shall be shaken or beaten from any window, door, balcony or patio.

28. No one shall congregate in the lobby and/or adjacent common areas. No one shall use the lobby and/or common areas for any purpose which may interfere with the use and enjoyment of the property by Owners and/or Residents, including, but not limited to, canvassing, loitering, lounging or entertaining.

29. Anyone wishing to display the Canadian flag within the unit but visible from the outside, or on any exclusive use common elements appurtenant to the unit, may do so only in compliance with the Government of Canada's flag protocol, standards and rules, and with the prior written consent of the Board. Any flag not in compliance with the said protocol, standards and rules may be removed by Management. Except as aforesaid, Owners and Residents are not permitted to fly any flag on the property.

30. All stored articles must be placed within individual lockers and no storage is permitted on top of lockers.

31. Locker units shall not be used as workshops or any purpose other than storage.

32. No storage lockers shall be used to store anything that is perishable, a hazardous material, or otherwise unsafe for storage. The term "hazardous material" shall mean any material defined by municipal, provincial or federal legislation as being hazardous, and any flammable or combustible material, including, but not limited to, gasoline, natural gas, propane or butane, or any material deemed by the Corporation, in its sole and absolute discretion, to be hazardous. Anyone storing a perishable or unsafe object, or an object that gives off an objectionable odour, must remove it from the storage locker upon receiving written notice from the Corporation.

33. No storage of any combustible or offensive goods, provisions or materials shall be kept in any unit or any exclusive use area appurtenant to the unit or the common elements.

34. No item shall be stored at a height which is higher than the sprinkler heads, to prevent damage to the sprinkler heads.

35. No portable or window air-conditioning shall be installed within any unit or common element.

E. BALCONIES, TERRACES AND PATIOS

Also see UNITS and COMMON ELEMENTS

1. With respect to balconies, terraces and patios, no one shall:

   (a) hang or dry clothes;

   (b) install any lights (including, but not limited to, seasonal decorations);

   (c) place or install anything on the outside of window sills or projections or upon any balcony, terrace or patio railing.

   (d) store any bicycles, equipment, furniture, goods, materials or other items except for seasonal furniture;

2. Only seasonal furniture is allowed on balconies, terraces and patios. All such items shall be safely secured in order to prevent such items from being blown off the balcony, terrace or patio by high winds.

3. Nothing shall be thrown out of windows or doors of the building, or from the balconies or terraces, including, without limitation, cigarette butts and ashes.

4. Balconies, terraces and patios shall not be used for barbecuing or any outdoor grilling or cooking whatsoever.

5. Anyone using water on their balcony or terrace shall ensure the water does not leak on to any other balcony, patio or terrace or other common element.

6. No one shall do or permit anything to be done on a balcony, terrace or patio which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other Residents.

7. No one shall install carpet, tile or other floor covering on any balcony, terrace or patio, unless the Owner has received the prior written consent of the Board.

8. Pets shall not be permitted to urinate or defecate on balconies and terraces.

F. SECURITY

1. Any Security staff employed by the Corporation will be instructed not to allow visitors, workmen or delivery personnel entry into the building unless such entry is authorized by the appropriate Owner and/or Resident of a residential unit and such authorization has been communicated to Security in the manner and format prescribed from time to time by the Board or Manager.

2. Security is instructed to have any cars which are improperly parked on the property (including Owners' and Residents' vehicles) to be tagged and/or towed from the property.

3. Security has the authority to act on behalf of the Board to enforce the Rules of the Corporation. Security and other security personnel have the right to restrict Owners and/or Residents, and their respective families, visitors, guests, invitees and licensees, from using the Recreational Facilities (as defined herein).

4. Security, Property Manager and superintendent are the only persons authorized to operate the desk controls. Under no circumstance is anyone else permitted to operate the controls.

5. Security may provide entry to a residential unit to emergency service personnel or to Residents with authorization of Management or the superintendent provided that satisfactory identification, in the sole discretion of the staff is presented and where a consent form (as provided by the Board from time to time) from the Resident has been registered on file, for emergency situations, including lost keys. Only Management or the superintendent is allowed to authorize entry to the residential units for emergency situations.

6. Security and the Corporation are not responsible for any delivered goods or personal property that is left in the common areas or with the security staff.

   (a) No delivery of goods will be accepted by Security without the Resident being present at the time of delivery, unless prior arrangements have been made with the Manager or superintendent.

   (b) The foregoing shall not apply to the delivery of mail by Canada Post to Security or the mailroom, or to the delivery of newspapers and valid election material for municipal, provincial and federal elections to the front entry unit doors of the residential unit, provided they conform to procedures established by the Board or the Manager, from time to time.

7. Security will accept deliveries of parcels delivered to the security desk if a is not at home at the time of delivery, provided that such parcels must be of a size and weight that they can be easily carried by one person and the resident has signed the relevant authorization form as provided by the Board from time to time. All parcels delivered must be picked up by the Resident within fourteen (14) days of being notified that the parcel has arrived or the parcel may be returned to sender.

8. The security desk telephone is to be used only by the staff of the Corporation.

9. Security must be notified immediately of any serious malfunctions in the building's common areas or within the residential units so that proper entry and follow-up can be made in the logbook.

10. Residents may not use Security in an excessive manner. The Board will have the sole discretion to determine when a Resident is using Security excessively.

11. All suspicious persons in the building or on the property, or incidents of unauthorized entry to the building or other suspicious activity, or any emergency concerning any elevator or any situation otherwise affecting the safety and security of the building and its Residents, must be reported immediately to security.

12. No one shall change any lock or locks in a unit or the common elements or place any additional lock on any door in or to any residential unit or the common elements, without first obtaining the written approval of the Board and, if such approval is given, such lock must be compatible with the master lock system on the property.

13. Prior to leaving a residential unit for any extended period of time, each Owner and/or Resident shall arrange to stop delivery of newspapers and any other deliveries and inform the Manager that the Owner and/or Resident is on vacation or away from the residential unit for an extended period of time. Newspapers and other items delivered to a residential unit and not picked up after a reasonable time may be removed by the Manager.

14. If guests are given permission to occupy a residential unit during an Owner's and/or Resident's absence, the Manager shall be notified in writing of the name of such guests, dates of occupancy and their automobile licence numbers. No guests will be admitted to the property or permitted to occupy any residential unit unless such information is so provided.

15. The Board shall have the authority from time to time to restrict the number of building access cards/keys/fobs to residential unit Owners and/or Residents and

set policies (including fees) regarding replacement of such access cards/keys/fobs from time to time. Each residential unit Owner and/or Resident shall abide by such policies, as set out by the Board or Manager from time to time.

16. Under no circumstances shall access cards/keys/fobs for the building or the common elements or amenities be made available to anyone other than an Owner or Resident. Building access doors shall not be left unlocked or wedged open for any reason.

17. Owners and/or Residents shall promptly report to Management in the event that building access cards/keys/fobs are lost, misplaced or stolen.

18. Owners and Residents shall not permit entry to the building (by holding doors open) for anybody they do not personally recognize as a current resident or who cannot produce suitable identification. (Owners and Residents should be prepared to produce identification on request by Security).

G. SAFETY

19. No one shall overload existing electrical circuits in their units. No one shall alter in any way the amperage of the existing circuit breakers in any unit unless otherwise permitted in the Declaration. No one shall make any major plumbing, electrical, mechanical or structural installation or alteration without prior written consent of the Board unless otherwise permitted in the Declaration.

20. No resident shall use any of the electrical outlets in the common element corridors adjacent to their Unit for any purpose whatsoever.

21. No propane tanks, gas washers, gas dryers or outdoor heaters shall be permitted in the units or the common elements.

22. Water shall not be left running unless in actual use.

23. The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall not be used for purposes other than those for which they are constructed, and no sweepings, garbage, rubbish, rags, kitty litter, oils/cooking oils, food particles or other substances shall be thrown therein. The cost of repairing any damage (whether to the Owner's unit, the common elements or any other unit) resulting from misuse or from unusual or unreasonable use shall be borne by the Owner of the unit in which the plumbing system was misused or used unusually or unreasonably.

24. Each Owner shall install, maintain and repair a smoke or similar fire detection device and a carbon monoxide detection device in his/her unit. Only approved detectors can be installed by hard wiring, and installation must be done by the Corporation. Payment for these units is to be remitted to the Management office.

25. No one shall disconnect any hard wired fire alarm, smoke detector, carbon monoxide detector, annunciation speakers or any automatic door closers in the building.

26. Washing machines, dryers and dishwashers shall not be run while no one is in the unit.

27. Lint traps in dryers must be cleaned after every use.

28. Residents leaving the unit unoccupied for a period of more than seventy-two (72) hours shall turn off the water supply to the unit, using the shut-off valves located within the unit.

H. ELEVATORS, MOVING AND DELIVERIES

1. All Owners and/or Residents shall enter into the form of elevator reservation agreement as provided by the Board from time to time prior to moving furniture, equipment and/or any other items into or out of the building or from floor to floor.

2. Furniture, mattresses, equipment, renovation materials and any other freight shall be moved into or out of the building and from floor to floor only by the elevator designated for such purpose (the "**service elevator**") by the Board. Mattresses must be wrapped or covered before being moved through any of the common elements including hallways and elevators.

3. Household furniture and effects shall not be taken into or removed from any unit except at such times and in such manner as may have been previously approved by the Board, superintendent, or the Manager, nor shall any heavy furniture or object be moved over floors of the halls, landings, elevator or stairs so as to damage them.

4. The service elevator shall be used for the delivery of any goods, equipment, renovation materials or home furnishings where pads to protect the elevators should be installed if required by the Manager or Security in his/her sole and absolute discretion. The time and date for moving or delivery shall be fixed in

advance by arrangement and reservation with Security. The reservation shall be for a period not exceeding three (3) hours unless authorized by the Manager or Security. Elevator reservations are accepted on a "first come, first served" basis and the elevator reservation agreement shall be signed when reserving the service elevator.

5. Except with prior written authorization of the Board or Manager, use of the service elevator for moving and deliveries shall be permitted only between the hours of 9:00 a.m. and 12:00 p.m., 1:00 p.m. – 4:00 pm and 6:00 p.m. – 9:00 p.m., Monday to Saturday inclusive and shall not take place on public holidays.

6. A security/damage deposit in such amounts as determined by the Board from time to time, payable to the Corporation by money order or certified cheque shall be given to Security when making the reservation and signing the elevator reservation agreement.

7. It shall be the responsibility of the Owner and/or Resident reserving the service elevator to notify Security and to request an inspection of the service elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the Owner and/or Resident reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and adjacent common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the Owner and/or Resident who reserved the service elevator and the Owner of the residential unit in which the Resident resides and may be recovered by the Corporation from the Owner of the unit in the same manner as common expenses. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the Manager as soon as possible following the moving or damage and the parties responsible shall be advised.

8. Owners and/or Residents shall be liable for the full cost of repairs to any damage to the service elevators and any part of the common elements caused by the moving of furniture or equipment into or out of the unit or the delivery of goods, equipment and home furnishings or equipment and/or renovation materials into or out of the unit. The Corporation shall have the right to withhold all or part of the security/damage deposit as it deems necessary for payment of any damages sustained. If the cost of repairs is less than the amount of the security/damage deposit, the balance shall be returned to the Owner and/or Resident who paid the deposit. If the cost of repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of security/damage deposit shall be promptly paid upon receipt of an invoice therefor, failing which, the same may be

recovered by the Corporation from the Owner of the unit in the same manner as common expenses.

9. During the term of the reservation and while any exterior doors are in an open condition, the Owner and/or Resident reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.

10. Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation. All furniture and boxes shall be taken directly from the service elevator to the unit or from the unit to the service elevator. Nothing shall be placed or left in the hallway.

11. Upon moving from a unit, the Owner and/or Resident vacating the unit shall surrender all common element access cards/keys/fobs and any garage access devices in his possession to the Manager. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered.

12. New Owners, Residents or tenants of a residential unit shall register with the property Manager prior to the move in date at which time arrangements will be made for delivery of the common element access cards/keys/fobs and any garage access devices.

I. RENOVATIONS

1. No one shall carry out any change, addition, alteration or improvement (i.e. renovation) to the common elements or any structural change in a unit, including, without limiting the generality of the foregoing, to any boundary wall, load bearing wall, floor, door, window, toilet, bathtub, washbasin, sink, heating, air-conditioning, plumbing, electrical, mechanical, structural or telecommunication installations, except in compliance with the declaration and unless the Owner has received the prior written consent of the Board and entered into an alteration agreement, as provided by the Board from time to time.

2. Owners replacing carpeted areas with hardwood surface flooring, such as, for example and without limitation, hardwood, engineered hardwood, laminates, tile or natural stone, must install an approved sound control underlay that meets or exceeds the criteria set out below. Before installation, the Owner must provide to Management satisfactory proof that the proposed sound underlay meets or exceeds the criteria below.

(a) Approved Sound Control Underlay Criteria:

(i) 72 impact isolation class (IIC), or RHINO, 69 FIIC, as tested by an accredited laboratory or field tested according to a recognized ASTM TESTING METHOD when tested under wood flooring on an 8 inch concrete slab with no drop ceiling below. Underlay suppliers that only provide a single impact isolation rating will be asked to provide the method of test for approval;

(ii) will not be affected by moisture, water or humidity changes;

(iii) will not wick or hold any spilled water, such as fibrous or felted materials, for example;

(iv) will not compression set, such as products from foam or foam beads, for example;

(v) will not support mould or mildew;

(vi) will not harden with age, such as cork, for example;

(vii) will not release volatile organic compounds, such as formaldehyde, for example.

3. If after the installation of hard surface flooring in a unit there are complaints about noise from Residents in surrounding units, the Corporation may require that area rugs, sufficient to prevent any noise disturbance to surrounding units, be in place and maintained on at least 85% of all hard floor surfaces in each room within the Owner's unit, except for the kitchen, bathrooms and closets. If the area rugs do not alleviate the noise complaints, the Owner will take whatever steps are requested by the Corporation (acting reasonably) to eliminate the noise, which may include the removal of the hard surface flooring and installation of carpeting.

4. All plumbing and electrical work in a unit must be carried out by a licensed tradesperson.

J. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL

1. No contractor, trade or service personnel shall enter the property to perform any work or service in or about any unit (including exclusive use common elements) that may or will affect the common elements in any way unless such persons are:

(a) employed directly by the Corporation; or

(b) employed by an Owner in circumstances where the intended performance of work and/or services has first been approved, in writing, by the Corporation and the Owner and the Corporation have entered into an Alteration Agreement.

K. WASTE MANAGEMENT

1. Loose garbage shall not be deposited in the garbage/recycling room(s). All garbage must be properly bound, packaged or bagged to reduce or eliminate mess and odours and deposited in the garbage chute. No garbage is to be left on the floor of the garbage rooms.

2. Refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags not exceeding one (1) foot in diameter. Where such debris, refuse or garbage consists of large packing cartons or crates, the owner shall arrange with the manager or Superintendent to place such packing cartons or crates in the loading dock area. They shall not in any event be left outside the unit.

3. All recyclables, including newspapers, magazines and/or plastic/glass bottles should be cleaned, if necessary, and deposited in the designated recycling area, as designated by the Board.

4. Unless otherwise stated herein, cartons and large objects which might block the garbage chute shall be placed in the loading dock area after prior arrangement with the Superintendent or Management. Such items shall not be left outside the unit or on any exclusive use common elements.

5. Appliances, furniture, rugs or carpeting and all renovation or construction debris and materials shall not be placed down the garbage chute or in the designated recycling area. All Owners must reserve the elevator and remove these items from the property at their own expense. Renovation and construction debris must be hauled away from the property on a daily basis by the Owner or the Owner's contractor.

6. No paint, chemicals, burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown down the garbage chute. Paint and chemicals must be taken off the premises by the Resident.

7. No garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 7:30 a.m.

L. TENANCIES

1. All tenancies for units shall be in writing.

2. No unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the Owner shall have delivered to the Corporation a completed tenant information form as provided by the Board from time to time and a duly executed then current tenant's undertaking and acknowledgement as provided by the Board from time to time and an executed copy of the application/offer to lease and the lease itself. The foregoing documentation shall be supplied promptly and without charge to the Corporation.

3. In the event that the Owner of a unit fails to provide the foregoing documentation prior to the commencement date of the tenancy, and fails to comply with Section 83 of the Act, any person or persons intending to reside in or occupy the Owner's unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the Owner comply with the Rules and the Act.

4. Within seven (7) days of ceasing to rent a unit (or within seven (7) days of being advised that the tenant has vacated or abandoned the unit, as the case may be), the Owner shall notify the Corporation in writing that the unit is no longer rented.

5. No Owner of a unit shall allow a tenant to sublet the unit to another tenant.

6. A lease or tenancy shall be for an initial term of not less than twelve (12) months.

7. During the period of occupancy of a residential unit by a tenant, the Owner shall have no right of use of any part of the common elements (including the Recreational Facilities and any amenities).

8. The Owner shall supply to Management, the Owner's current address, email address and telephone number during the period of occupancy by a tenant.

9. All Owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and all costs of enforcing the Declaration, By-laws, Rules and the Act against their tenants, and any costs

incurred to defend unsuccessful litigation commenced by a tenant against the Corporation, and will be assessed and charged therefor in the same manner as common expenses.

10. Upon entering into a lease of a unit, the Owner shall provide the tenant with a copy of the Corporation's Declaration, By-laws and Rules.

11. No hotel, boarding or lodging house, transient use, time-sharing or dormitory use shall be permitted with respect to any unit.

12. Where lease arrangements or rights to occupy are with a corporation, partnership or other business entity, as tenant or occupant, the Residents are to be considered along with the corporate tenant for purposes of these Rules, and a change in the Residents residing in the unit shall be treated as a tenant or occupant taking possession of the unit pursuant to a new lease or right to occupy that must be in compliance with these Rules.

M. PETS/ANIMALS

1. No animal, which is deemed by the Board, in its sole, absolute and unfettered discretion, to be a nuisance or a danger to the Owners and Residents shall be kept in any unit or permitted on the common elements. Any animal which is deemed by the Board to be a nuisance or a danger shall, within two weeks of receipt of written notice from the Board or the Property Manager, be permanently removed from the property.

2. No more than two (2) pets shall be permitted to reside within any unit.

3. Each pet shall not weigh more than ten (10) kilograms (being (22) twenty-two pounds), except for pets that were previously grandfathered by the Board.

4. Unless within the confines of a residential unit, all dogs and cats shall be kept or held in hand by means of a short lead, leash or chain or carried or otherwise contained and this provision shall be applicable to the whole of the common elements whether interior or exterior.

5. No breeding of animals is permitted within any unit or the common elements. No pet sitting or pet boarding is permitted in any unit.

6. No exotic animals, including, but not limited to, snakes, rodents, reptiles, monkeys or other exotic pets, as determined by the Board in its sole discretion, shall be permitted within any unit.

7. Every dog and cat must wear a collar with an identification of its owner when on the common elements.

8. No pet will be permitted to run loose upon the common elements.

9. Pets are not permitted to urinate or defecate on balconies, terraces or interior common elements. Pets shall not be left unattended on any balcony, patio or terrace.

10. Any defecation on the exterior common elements or defecation or urination by a pet in the interior common elements must be cleaned up immediately by the pet owner. Should a pet owner fail to clean up after his pet, the Board may declare such pet a nuisance animal.

11. No pet shall be permitted to damage the common elements or cause any damage to the common elements or mutilate or destroy any of the landscaping, including grass, trees, shrubs, hedges or flowers. Any costs to remedy any damage to the exterior or interior common elements caused by a pet, including any damage caused by cleaning, chemicals or other such materials used in the attempt to remedy damage caused by a pet, will be the responsibility of the Owner in whose unit the pet resides or where the pet is visiting, and such costs shall be collectable in the same manner as common expenses.

12. No one shall permit any animal to bark, howl or cause a noise or disturbance which disturbs the comfort or quiet enjoyment of the property by other Residents.

13. Visitors are permitted to bring pets on to the property as long as the owners and pets comply with the Corporation's Pet policies.

14. Each pet owner is responsible for the actions and behavior of his or her pet. The Corporation is not responsible for any damage or injury caused by any pet or any claim related thereto.

15. No feeding of wild birds or wild or feral animals is permitted anywhere on the property.

16. All pets residing in residential units must be registered with Management.

N. PARKING

1. One (1) motor vehicle only shall be parked in a Parking space and that space shall be used for no other purpose, and no boats, trailers, snowmobiles, campers or recreation vehicles shall be parked on a Parking Unit. To the extent that any Parking Unit is not of sufficient size to comply with applicable municipal requirements, such Parking Unit shall be used only for the parking of a motorcycle or compact automobile. No motor vehicle parked in or upon the parking units and/or common elements shall exceed a height of 1.85 meters.

2. Each Owner and/or Resident shall provide the Corporation with the licence numbers of all motor vehicles driven by Residents of that particular unit. The registry of such numbers shall be used only for the conduct of the Corporation's business.

3. All moving vans and delivery vehicles are required to register with the Manager and/or Security and provide the following information:

   (a) driver's name

   (b) driver's company

   (c) licence plate number

   (d) name of Resident and unit for delivery

   (e) arrival and departure time.

4. No one (other than the Corporation) shall install, or cause or permit to be installed a garage door, or enclosure of any kind on a parking unit, nor shall anyone enclose, or cause or permit to be enclosed, any parking unit in any manner whatsoever.

5. No vehicle, equipment or machinery other than a motor vehicle shall be parked in any parking unit.

6. No parking unit shall be used for storage.

7. Parking is prohibited in the following areas:

   (a) fire routes

(b) entranceways, traffic lanes, delivery and service areas and any other part of the common elements, other than those spaces designated for parking.

8. No one shall park in a parking unit belonging to another Owner without that Owner's consent.

9. Parked motor vehicles must not encroach on driveways or adjacent parking units.

10. Drivers shall turn on the headlights when entering or driving within the parking garage.

11. In the event of the mechanical breakdown of a motor vehicle, the owner of such vehicle shall push the vehicle out of any right-of-way and notify the Manager of the breakdown and remove the motor vehicle as soon as a tow truck can be obtained.

12. No repairs, other than minor emergency repairs, shall be made to any motor vehicle that is parked or left standing in any parking unit or upon the common elements.

13. No car washing shall be permitted.

14. No one shall plug in or cause to be plugged into any electrical outlet, any electrical scooter, electrical vehicle or any in-car or block heater without the consent of the Board.

15. No Owner shall sell or lease his/her parking unit except in compliance with the Act, the Declaration and the Rules.

16. No motor vehicles shall be driven on any part of the common elements at a speed in excess of the posted speed.

17. No one shall place, leave, park or permit to be placed, left or parked in or upon the common elements or a parking unit any motor vehicle that does not have current licence plates or any motor vehicle which, in the opinion of the Board or the Manager, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or its potential damage to the property.

18. Any motor vehicle and/or any other vehicle, equipment or machinery which is improperly parked and/or in breach of these Rules shall be tagged and/or towed from the property at the sole cost and expense of the owner of the vehicle, and the Corporation, its directors, officers, employees, agents and/or Management

shall not be liable for any damages, costs or expenses caused to the Owner or Resident or his/her motor vehicle.

19. Owners and Residents are not permitted to park in any visitor parking spaces.

20. All parking units shall be subject to a right of access, over, along and upon the parking units at all times when necessary in favour of the Corporation, its servants, agents, and employees for the purposes of ingress and egress from mechanical, electrical and service areas and equipment and for garage sweeping and repairs.

21. The Owner of each parking unit shall maintain his/her parking unit in a clean and tidy condition, including the prompt elimination of oil and grease spills.

O. BICYCLE STORAGE

1. Residents may use the bicycle racks available from the Corporation if they wish, provided space is available.

2. Bicycles are not to be taken to or stored in residential units or balconies/terraces.

3. Residents are required to provide their own bicycle locks if not renting a rack space from the Corporation. The Corporation will not be responsible for loss or damage to bicycles or attachments.

4. No servicing or repairs shall be made to any bicycle on the common elements.

5. Bicycles must not be stored or parked on any part of the common elements not designated for bicycle storage including, but not limited to, visitor parking spaces. Any bicycles chained to posts, fences or rails located on the common elements, or unauthorized bicycles using the designated bicycle storage area, will be forcibly removed and impounded at the Owner's and/or Resident's expense.

6. Bicycles may be taken from the Corporation's designated Bicycle storage racks or lockers to the main floor by elevator for safe exit from the building. Bicycles are not permitted to be taken to any floors above the main floor.

7. Unclaimed or abandoned bicycles will be disposed of following a three (3) month holding period.

P. GUEST SUITE(S)

1. The guest suite(s) may be booked by overnight guests of Residents and are available on a first-come, first-served basis. Non-resident Owners are not entitled to book the guest suite(s).

2. A per diem fee, as determined and adjusted by the Board from time to time, shall be charged for the use of the guest suites.

3. Any Resident wishing to reserve a guest suite shall contact Management to reserve the use of the guest suite and shall deliver full payment, by cheque or money order, to the Corporation at the time of making the reservation and complete and execute all necessary documentation. Reservations cannot be held without full payment.

4. Payment is refundable for an unused guest suite, when cancelled at least forty-eight (48) hours in advance of the reserved date. If a Resident does not cancel his/her reservation at least forty-eight (48) hours in advance of the reserved date, then the Resident shall forfeit his/her payment.

5. A maximum of two (2) persons and one infant, if applicable, may stay in a guest suite.

6. The maximum stay for a guest is seven (7) consecutive nights, unless otherwise approved by the Manager or the Board.

7. The guest suite key should be picked up from the Manager or Security by the Resident making the reservation. Upon leaving, the guest is to lock the guest suite door and leave the key with Security.

8. There is a replacement charge, as determined by the Board from time to time, for a lost key and fob, as well as for the changing of the suite door lock.

9. The guest suites shall not be occupied prior to 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., unless otherwise approved by the Board.

10. The Resident reserving the guest suite shall ensure that his/her guest(s) are familiar with the rules of the Corporation and such Resident (together with the Owner of the unit in which the Resident resides) shall be responsible for the conduct of the guests using the guest suite.

11. At the commencement of their guests' stay, Residents should immediately notify Management of any damage or missing items in the guest suite, failing which the guest suite shall be deemed to be without damage. The Property Manager or designated representative shall inspect the guest suite at the end of each guests' stay to determine whether any damage has been caused thereto or any items are missing.

12. The Resident who booked the guest suite and the Owner of the unit in which the Resident resides shall be responsible for any and all costs, damages, losses and/or liabilities caused by the Resident's guests or in any way related to the guests' use of the guest suite and the costs for same shall be added to the common expenses payable for the Owner's unit.

13. In the event that an occupant of a guest suite fails or refuses to vacate the guest suite on the scheduled final day or if damage has been caused to the guest suite rendering the guest suite unusable for the next guest, all costs and expenses associated with repairing the guest suite and relocating any other guests to alternative accommodations shall be payable by the Owner of the unit in which the Resident who booked the guest suite resides and shall be added to the common expenses payable for the Owner's unit.

14. Users of the guest suite must provide suitable sleeping facilities for infants.

Q. RECREATIONAL FACILITIES

1. Non-Resident Owners are prohibited from using the Recreational Facilities. The Recreational Facilities are for the sole use and enjoyment of the Residents who reside in the Corporation. Owners who do not reside in the Corporation and who have leased their units shall be deemed and considered to be non-residents.

2. The Recreational Facilities are open for use during the hours stated in these Rules, or such other hours determined by the Board from time to time, except when closed for the purpose of maintenance and repair.

3. The use of Recreational Facilities or any portion thereof may be restricted during organized activities of the Corporation.

4. Attire consistent with normal public street wear must be worn (in transit) between the residential units and the Recreational Facilities at all times. Cover-ups, towels, robes and swimwear are not acceptable. The change rooms have been provided for the purpose of changing into sportswear.

5. Any member of the Board, the Property Manager, security or staff of the Corporation may request proof of identity from individuals using Recreational Facilities.

6. Smoking is prohibited in or on all of the Recreational Facilities except in designated outside smoking areas, as determined by the Board in its sole and absolute discretion from time to time.

7. All Recreational Facilities are used at the users' risk. The Corporation and its officers and directors, Property Management and employees of the Corporation are not responsible for lost, stolen or damaged personal property or for any injury, illness, accident or death, howsoever caused.

8. As there are no medical facilities available in the building, those on medication, with respiratory, heart problems or other medical conditions are urged to consult a physician before using any of the Recreational Facilities.

9. Owners and Residents are fully liable for any damages caused in or to the Recreational Facilities by the Owner or the Resident of the Owner's unit or the Resident's guests. All costs incurred by the Corporation may be recovered from either the individual responsible or from the Owner of the unit in which the Resident resides, in which case said costs are recoverable in the same manner as common expenses.

10. Residents shall ensure that guests or visitors to their unit obey the Rules of the Corporation.

11. No one shall use the Recreational Facilities while under the influence of alcohol, recreational drugs, tranquillizers or other drugs that cause drowsiness or that raise or lower blood pressure.

12. A maximum of two (2) guests per unit are permitted at any one time to use all or any of the Recreational Facilities unless otherwise stated herein with the exception of the Exercise Room which is restricted to one (1) guest per unit. Guests must, at all times, be accompanied by a Resident who is at least sixteen (16) years of age.

13. Music playing devices and any other media devices which create noise are not permitted in the Recreational Facilities unless used with earphones.

14. No Owner and/or Resident or their guests shall provide services for remuneration to others in the Recreational Facilities. Only those

services/classes/events that are approved by the Board, in its sole and absolute discretion, shall be permitted in the Recreational Facilities.

15. The Property Manager or Security may remove any person who fails to comply with these Rules.

16. Pets are not permitted in the Recreational Facilities

17. Boisterous behavior of any sort, including, but not limited to, yelling, running or rowdyism and other forms of general misconduct, are not permitted within the Recreational Facilities. Any person who commits same may be ejected from the facilities by the Property Manager and/or security personnel and/or the authorized agent of the Corporation. Any authorized agent of the Corporation has the unfettered discretion to determine what constitutes "boisterous behavior."

18. The Recreational Facilities shall not be used for private, entrepreneurial ventures. No activity of any kind where an entrance fee, admission charge or donation is expected shall be permitted in the common element rooms without the specific, written approval of the Board.

19. The Board, in its discretion, has priority to reserve the common element rooms for the exclusive use of the Board-approved functions and/or activities. The Board shall determine whether a fee is charged for a Board function.

R. PARTY ROOM

Availability for Booking: 9:00 a.m. to 12:00 a.m. (midnight), or as otherwise determined by the Board

1. No person under sixteen (16) years of age may book the Party Room.

2. No person under sixteen (16) years of age may use the Party Room, unless accompanied by and under the supervision and responsibility of a Resident who is sixteen (16) years of age or older.

3. All Party Room bookings are on a first come, first served basis. Bookings cannot be made unless the Resident has submitted the security deposit payment (see below) and the party room agreement, as the Board may provide from time to time.

4. A non-refundable administrative fee payable by cheque to the Corporation in the amount of one hundred dollars ($100.00) and a refundable security deposit payable by certified cheque or money order to the Corporation in the amount of four hundred dollars ($400.00) (amounts subject to change without notice, by resolution of the Board from time to time) must be deposited with Property Management with the application form and/or the Party Room Agreement at least seven (7) days prior to use of the Party Room. The security deposit will be refunded within three (3) business days after completion of the function provided that no damage or loss has been caused to the common elements of the Corporation and the Party Room is left in a clean and orderly manner. If damage does occur or the Party Room is not left in a clean and orderly manner, an assessment of the costs involved will take place and the applicable funds will be deducted from the damage deposit. The Owner and Resident will be responsible for any damages exceeding the deposit.

5. The administrative fee and security deposit are refundable if the Resident does not wish to use the Party Room, when cancelled at least forty-eight (48) hours in advance of the reserved date. If a Resident does not cancel his/her reservation at least forty-eight (48) hours in advance of the reserved date, then the Resident shall forfeit the administrative fee.

6. The contemplated use of the premises MUST be fully disclosed to the Corporation as a condition of, and prior to, booking the Party Room. It is agreed that the Party Room will not be used for any immoral or offensive use and, where at the sole and absolute discretion of the Board, it is determined that the requested function should more properly be held in an off-site establishment, then the Corporation reserves the right to disallow the use of the Party Room. There is a specific set of rules for the Party room which is attached herein on the application form specifying acceptable uses of the Party Room facility.

7. The Party Room cannot be used for political meetings or for commercial/private enterprise use.

8. Residents must arrange to greet their guests at the appropriate entrance and direct them to the Party Room. At no time may doors be propped open to accommodate entry.

9. Residents shall inform their guests in advance as to alternate parking areas outside of the property in the event that all visitor parking spaces are filled. Under no circumstances will any vehicle be allowed to park on the fire route.

10. Live entertainment, disc jockeys and karaoke machines are not permitted in the Party Room, unless approved by the Board. Musical entertainment must end by 11:00 p.m. and the Party Room must be vacated by no later than 12:00 a.m. (midnight).

11. Decorations are permitted in the Party Room but can only be tied to tables or chairs. Decorations cannot be affixed in any fashion to the ceilings, walls, windows, doors or air diffusers.

12. Furniture cannot be removed at any time.

13. It is understood and agreed that the Resident authorized to use the Party Room shall not permit more than fifty (50) persons to be in attendance at the function for which the Party Room is booked. Where total attendance will surpass twenty (20) persons, the Resident booking the Party Room will be required to pay for the services of at least one (1) security guard from the Corporation's contracted security firm for the duration of the event or a minimum of four (4) hours as determined by the Board in its sole and arbitrary discretion.

14. The Resident booking the Party Room agrees to ascertain any and all permits, licenses, consents that are or may be required in connection with the use of the Party Room and to obtain such permits, licenses and consents at his or her own expense prior to the booking date set out in the Party Room Agreement, and to have licenses, permits and consent posted or available for inspection, as maybe required.

15. The Resident booking the Party Room and the Owner of the unit in which the Resident resides shall be responsible for full compliance with any legal or regulatory obligations and will fully indemnify and hold harmless the Corporation and its officers and directors, Management and employees of the Corporation, from any breach thereof.

16. The Resident booking the Party Room shall not permit noisy or rowdy behaviour or any illegal act in or adjacent to the Party Room or upon the common elements, nor any behaviour which may disturb the enjoyment of other Residents.

17. If there is a need to bring in additional furniture/equipment or if any existing furniture is to be moved, the Resident booking the Party Room must submit advance notice, in writing, to the Property Manager and upon approval of the Property Manager or the Board, in its sole and absolute discretion, the Resident may bring in additional furniture/equipment or move existing furniture.

18. All other areas of the property are off-limits to party guests except for the Party Room and adjacent washroom. No food or drink is allowed beyond the Party Room doors. Food and drink are allowed on the Party Room terrace

19. Door exits must be kept free from obstructions at all times.

20. Any Resident using the Party Room shall comply with all provisions of the application form and/or Party Room Agreement filed with the Manager and all such provisions are and shall be incorporated into these Rules.

21. Residents are reminded that they are responsible for ensuring that their families, guests and visitors are familiar with these Rules. Owners are responsible for the non-compliance by a Resident of the Owner's unit (and his/her family members, guests, visitors and invitees) of these Rules relating to the Party Room.

22. The Resident booking the Party Room will be responsible for his/her guests' behaviour. If in the opinion of the Manager or the representative on duty, the Resident cannot or will not control the behaviour of his/her guests and the situation in the opinion of the manager or representative on duty has deteriorated to an unsatisfactory level, the Manager or its representative on duty will have full authority to terminate the party immediately and ask all persons to leave the property; and/or the police may be called to assist the Manager or representative in controlling the situation and/or the security deposit may be forfeited as partial compensation. It will be at the sole discretion of the Board as to whether the security deposit will be withheld and as to whether the Resident will be permitted to use the Party Room for any further occasion.

23. Any damage to furnishings and/or finish of the Party Room and/or theft or loss of and/or damage to the Corporation's property is the responsibility of the Resident who booked the Party Room and the Owner of the unit in which the Resident resides, and the cost of cleaning, replacement, repairs or refinishing as determined by the Corporation or the Property Manager, in their discretion, are the responsibility of the Resident who booked the Party Room, as well as the Owner of the unit in which the Resident resides, and may be recovered in the same manner as common expenses. The Corporation and its officers and directors, Management and employees of the Corporation are not responsible for loss or damage to any personal property or for personal injury to Residents or guests, however caused.

24. Residents will be responsible for cleaning the Party Room after use, and will adhere to the Rules which are shown on the then current party room agreement

25. The Corporation reserves the right to permit exclusive use of the Party Room without an agreement, deposit, or fees for activities or events of a social or recreational nature operated by the groups or clubs for the benefit of the residents of the condominium.

S. EXERCISE ROOM

Hours of Operation: 5:00 a.m. to 12:00 a.m. (midnight), or as otherwise determined by the Board

1. No person under sixteen (16) years of age may use or is allowed in the Exercise Room.

2. The use of the Exercise Room is at the user's risk.

3. Proper advice must be sought by the user of the equipment before using the exercise equipment in the Exercise Room.

4. The Exercise Room shall only be used by Residents and their guests. Only one (1) guest is permitted per Unit.

5. No equipment is to be taken out of the Exercise Room for any reason.

6. No food is allowed in the Exercise Room. No glass containers are permitted in the Exercise Room.

7. Liquids are permitted in the Exercise Room so long as they are enclosed in a plastic container or water bottle.

8. All persons using the Exercise Room shall wear proper exercise attire including, but not limited to, soft-soled shoes, shorts or exercise pants and shirts when in the Exercise Room. Cut-off pants and bathing suits are not proper attire.

9. Sports shoes must be worn at all times when in the Exercise Room; sandals, slippers, thongs, etc. are not acceptable. Bare feet or stockings or socks are not permitted.

10. Radios, CD players and other personal entertainment devices may only be used with earphones or headsets.

11. Free weights must be returned to their racks after use.

12. All equipment must be cleaned of perspiration after use.

T. SWIMMING POOL

Hours of Operation: 6:00 a.m. to 12:00 a.m. (midnight), or as otherwise determined by the Board

1. No person under sixteen (16) years of age may use the Swimming Pool, unless accompanied by a parent or his or her agent who is not less than sixteen (16) years of age.

2. The Swimming Pool is unsupervised and used at the individual's risk. The Corporation and its officers and directors, Property Management and the employees of the Corporation are not responsible for lost, stolen or damaged personal property or for any injury, illness, accident or death, howsoever caused.

3. No person infected with a communicable disease or having open sores on the body shall enter the Swimming Pool.

4. No person shall bring any glass container into the Swimming Pool area. Buckets, containers, glass and newspapers are not allowed in the Swimming Pool area.

5. No person shall pollute the water in the Swimming Pool in any manner; spitting, urinating, spouting of water and blowing the nose in the Swimming Pool or on the deck are prohibited.

6. No person shall engage in boisterous play in or about the Swimming Pool. Diving or jumping into the Swimming Pool is prohibited.

7. Each bather shall take a shower using warm water and soap and thoroughly rinse off all soap before entering or re-entering the deck or Swimming Pool.

8. Proper swimming attire must be worn in the Swimming Pool. Cut-off shorts, tee-shirts and other street clothes are not considered proper attire. Street shoes may not be worn in the pool deck area.

9. Lifesaving equipment is for emergency use only and is not to be tampered with or used for any other purpose at any time.

10. Bathers must remove wet swim suits or dry off completely before leaving the Swimming Pool area, while also observing the general dress Rules of the Corporation. Suitable footwear should be worn at all times.

11. Sun tan oils, lotions, creams, grease or other such preparations must be washed off thoroughly before entry or re-entry into the Swimming Pool.

12. Skin and scuba diving gear, floating mats/rafts and other flotation devices, are not permitted in the Swimming Pool, except for the following: life jackets, water wings or arm floaters and pool noodles.

13. Food or beverage consumption (except for water in plastic containers) is not permitted in the Swimming Pool or Swimming Pool area.

14. The maximum number of bathers (being persons dressed for bathing) on the deck and in the Swimming Pool shall not exceed twenty-five (25) at any time.

15. The swimming pool cannot be reserved for private parties.

16. Children lacking toilet training are not permitted to use the Swimming Pool unless wearing appropriate swim pants designed for this purpose. The changing of diapers in the Swimming Pool area is not permitted.

U. SAUNA

Hours of Operation: 6:00 a.m. to 12:00 a.m. (midnight), or as otherwise determined by the Board

1. No person under sixteen (16) years of age may use the Sauna.

2. The length of time one stays in the Sauna is a personal judgment. Short periods of five (5) to ten (10) minutes are recommended. Common sense should be applied in the use of the Sauna. Observe reasonable time limits to avoid nausea, dizziness or fainting.

3. No person infected with a communicable disease or having open sores on the body shall enter the Sauna.

4. Pregnant women and persons suffering from known health or medical problems should not use the Sauna without permission from their doctor.

5. The Sauna should not be used while under the influence of alcohol, anti-coagulants, anti-histamines, vasoconstrictors, stimulants, hypnosis, narcotics or tranquilizers.

6. A cleansing shower must be taken to ensure all soap is washed off before entering or re-entering the Sauna.

7. Caution should be taken before entering and leaving the Sauna to avoid falling.

8. Soap, shampoo, and glass containers are prohibited in the Sauna.

9. Containers, beverages, glass, metal containers and newspapers are not permitted in the Sauna.

10. No one shall tamper with the Sauna controls.

11. The Sauna doors shall not be left open.

12. Sun tan oils, lotions, creams, grease or other such preparations must be washed off thoroughly before entry or re-entry into the Sauna.

13. Food or beverage consumption is not permitted in the Sauna or Sauna area.

14. The Sauna is unsupervised and used at the individual's risk. The Corporation and its officer and directors, and Property Management and employees of the Corporation, are not responsible for lost, stolen or damaged personal property or for any injury, illness, accident or death, howsoever caused.

V. CHANGE ROOMS

Hours of Operation: 6:00 a.m. to 12:00 a.m. (midnight), or as otherwise determined by the Board

1. No person under sixteen (16) years of age may use the Change Rooms, unless accompanied by and under the supervision and responsibility of a Resident who is eighteen (18) years of age or older.

2. Lockers are provided in the Change Rooms as a convenience for those using the Fitness Room, Sauna and Swimming Pool. When use of such amenities is completed, all lockers shall be left empty.

3. Residents using the Change Rooms must supply their own locks.

4. Locks remaining overnight will be removed without notice. Items removed from lockers will be held by Management for thirty (30) days and if not claimed, will be discarded.

5. Users are fully responsible for any loss or damage to their property.

6. Food or beverage consumption (except for water in plastic containers) is not permitted in the Change Rooms.

W. GAMES ROOM (Billiards and Ping Pong)

Hours of Operation: 6:00 a.m. to 12:00 a.m. (midnight), or as otherwise determined by the Board

1. No person under sixteen (16) years of age may use the Games Room, unless accompanied by and under the supervision and responsibility of a Resident who is sixteen (16) years of age or older.

2. No one shall use the Games Room except with a proper reservation made with Security. Consecutive bookings are not permitted. Bookings for the Games Room may be made in advance, in person or by telephoning Property Management during normal business hours.

3. The player who has reserved the Games Room must sign in with Security before going on to the Games Room.

4. The Games Room is used at the users' risk. The Corporation and its officers and directors, Property Management and employees of the Corporation are not responsible for lost, stolen or damaged personal property, or for any injury, illness, accident or death, howsoever caused.

5. No one shall reserve the Games Room for a greater period than ninety (90) minutes in any one day, except with the approval of Security.

6. If a Resident does not require the use of the Games Room after he/she has reserved same, then the reservation must be cancelled at least twenty-four (24) hours prior to the reserved date failing which, the Board in its sole discretion, may restrict the Resident's future use of the Games Room.

7. Use of the Games Room is restricted to Residents and their guests (but only while accompanied by a Resident). Maximum of fifteen (15) persons may be in the Billiards Room for any given booking. Each Resident is responsible for the conduct of his/her guest.

8. Proper use of the facilities is required at all times. Jumping balls on the billiard table is not permitted nor is sitting on the edge of the table.

9. Billiards players must keep one foot on the floor at all times and use the bridge, thus avoiding damage to the table.

10. Proper attire is required in the Games Room; shoes and shirts must be worn at all times, bathing suits and cut-off pants are not permitted.

X. CARD ROOM

Hours of Operation: 24/7 , or as otherwise determined by the Board

1. Use of the Card Room is restricted to Residents and their guests. The guests are required to be accompanied at all times by a Resident who is at least sixteen (16) years of age.

2. A maximum of five (5) guests per Unit is permitted within the Card Room.

3. Food or beverage consumption (except for water in plastic containers) is not permitted in the Card Room.

4. No home appliances (i.e. coffee maker, water kettle etc.) are permitted in the Card Room

5. No portable radios, tape players and musical instruments are permitted in the Card Room.

6. Use of the Card Room facilities shall be limited to two hours if a resident is waiting.

Y. GOLF ROOM

Hours of Operation: 6:00 a.m. to 12:00 a.m. (midnight), or as otherwise determined by the Board

1. The Golf Room is solely for the use of Residents and their guests. The guests are required to be accompanied at all times by a Resident who is at least sixteen (16) years of age.

2. A maximum of twelve (12) guests per unit is permitted within the Golf Room.

3. Food or beverage consumption (except for water in plastic containers) is not permitted in the Golf Room.

4. Use of the Golf Room shall be limited to two (2) hours if a Resident is waiting to use the Golf Room.