

**RULES AND REGULATIONS  
BROADWAY TWO (T.S.C.C. NO. 1603)  
155 BEECROFT ROAD, TORONTO, ON**



**RULES AND REGULATIONS**

**"Governing Use of The  
Common Elements and Units"**

**Passed by the Board of Directors  
of the Corporation at a meeting  
held on the 5<sup>th</sup> day of June, 2006**

June 5, 2006

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## UNITS

1. No resident shall do, or permit anything to be done in his/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 to the Condominium Corporation.
2. No resident shall interfere with the rights of other residents, or in any way injure or unreasonably annoy them.
3. No resident shall overload any electrical circuit.
4. No storage of any combustible or offensive goods, paint, paint remover and similar flammable materials shall be kept in the units or common elements. No propane, gasoline or natural gas tank shall be kept in the units or on the property, except by the Corporation, or carried through or up the side of the building.
5. Residents shall maintain and repair smoke or similar fire detection devices, carbon monoxide detectors and other required safety devices in their unit.
6. Water shall not be left running unless in actual use. The repairs of leaking taps and toilets are the responsibility of the suite owner or resident and shall be carried out without delay.
7. The toilets and the water apparatus, such as sinks, baths, showers and washing machines shall not be used for purposes other than those for which they are constructed. No other substances shall be thrown therein. Any damage resulting from the misuse of these shall be borne by the owner or whose family, guests, visitors, tenants, servants, or agents have caused such damage.
8. Due to the increased water pressure in a highrise all taps to any washing machine must be shut off when not in use. Failure to do so could result in water damage and financial responsibility to the owner.
9. No resident shall permit any infestation of pests, pigeons, insects or rodents to exist at any time in the unit or abutting exclusive use common elements. All residents shall report pests, insects or rodents at once to management who will arrange to eliminate the infestation.
10. All residents must permit entry to their units to personnel authorized by the Board for the purpose of conducting pest control operations, including any spraying

program. Residents shall prepare their units in the manner prescribed by the Board or its authorized personnel, and shall cooperate in order to carry out the full intent of this rule.

11. No boundary wall, load-bearing partition wall, floor, door or window, toilet, bathtub, sink, heating, air-conditioning, plumbing or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without prior written consent of the Corporation provided, however, that the provisions of this subparagraph shall not require any owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface of any wall, ceiling or the replacement or installation of broadloom which is within any unit. No one shall apply paint or other decorative coatings to anything outside his/her residential unit, including exclusive use areas, without the written permission of the Board.
12. Except where originally laid, the installation of hardwood and/or other hard surface flooring is prohibited without the prior written consent of the Corporation. The installation of area rugs on the aforementioned surfaces comprising a minimum coverage area of seventy percent (70%) is required to eliminate noise transfer to neighbouring units. Residents installing such flooring are required to install an adequate sound absorbing barrier between the flooring and the concrete slab.

#### **LIABILITY FOR COSTS**

13. If damage to the common elements has been caused by deliberate or negligent conduct of any owner, his tenants or guests, the owner of that unit shall be responsible for any cost incurred to repair that damage.
14. All owners and residents are responsible for carrying insurance for liability and for their personal belongings, contents, vehicles, chattels and betterments and for all items which are not covered by the insurance maintained by the Corporation.

#### **WINDOWS, BALCONIES AND TERRACES**

15. Nothing shall be thrown, shaken or beaten out of the windows, balconies, terraces, corridors or doors of the building.
16. Nothing shall be placed on the outside of windowsills, balcony railings, balustrades or other projections. In the interests of safety such items as flower pots or seasonal furniture must be positioned so that there is absolutely no risk of the item falling or being blown off the balcony or terrace.

17. No awnings or shades shall be erected over and outside of the windows. No foil or covering shall be placed on the inside of windows except for white or off-white blinds, curtains or drapes.
18. No television antenna, satellite dish, aerial or similar structure and appurtenances thereto shall be erected or placed on or fastened to any unit or to the common elements, including those over which the owner has the exclusive use, except for in connection with a cable system installed by the Corporation.
19. Balconies shall not be used for storage or hanging or drying of clothes. Only seasonal furniture is allowed on balconies. No barbecues are permitted on balconies or terraces.
20. Alterations, additions or improvements by owners to common elements, including exclusive use common elements, may only be carried out if approved by a resolution of the Board of Directors and in compliance with the Condominium Act, 1998.

#### **COMMON AREAS - GENERAL**

21. Bicycles are not permitted in elevators or any interior portion of the Corporation which has been finished with interior finishes and coverings. Further, the storage of bicycles is not permitted on Balconies or Patios. Bicycles must be stored in the area(s) so designated for bicycles.
22. The corridors must be kept clear of all goods, garbage, dirt, or debris at all times. Any litter or garbage dropped or deposited in any corridor shall be picked up forthwith by the person responsible. Nothing shall be left in the corridors of the building.
23. If a resident installs any item with the consent of the Corporation, the owner of the unit shall be held responsible for the cost of the removal and replacement of such installations should it be necessary to remove same for the repair or maintenance of the common elements.
24. Persons must be adequately dressed in street clothes including shoes in all common areas except in designated recreation facilities or when in transit to and from the recreation facilities.
25. No decorative display, door knocker, door bell or any other item shall be affixed to the exterior of suite doors, door frames or windows.

26. All doors to suites and stairwells must be kept closed to maintain air pressure in the corridors and comply with fire regulations. Weather stripping or other similar material is not to be installed around suite doors as it interferes with the corridor air pressure.
27. Children under the age of twelve are not to be left unattended anywhere in or on the common elements of the property.
28. Smoking is not permitted in any of the common element areas including the lobby, corridors, stairwells, recreation facilities, underground garage and elevators.
29. No playing of ball, or wearing or use of inline skates, rollerskates, skateboards, bicycles, tricycles and scooters is permitted in the lobby, elevators, underground garage, on the grounds or in any other common area within the condominium.
30. Except as provided by the Board of Directors, no signs, flags, advertisements or notices shall be inscribed, painted, affixed or placed on any part of the windows or common elements.
31. The Board of Directors and/or management must approve all notices prior to these being posted on any common bulletin boards.

#### **EMPLOYEES**

32. No resident shall hire or engage the assistance of any employee of the Corporation or employee of a contractor working for the Corporation.

#### **PETS**

33. In addition to the Rules and Regulations set out below, the keeping of pets at 155 Beecroft Road shall be in strict compliance with the applicable by-laws respecting animals of the City of Toronto.
34. For the purposes of these Rules, a pet shall be defined as a dog, domestic cat, caged bird, fish, hamster or guinea pig.
35. No breeding of animals, livestock or fowl shall be carried out in, on or around any dwelling unit or common area.
36. No animal, livestock or fowl, other than pets, are permitted to be on or about the common elements, including the exclusive use common elements. All dogs and

cats must wear a collar identifying their owner and be kept under personal supervision and control and held by a leash at all times during ingress to and egress from a unit and while on the common elements of the building or the grounds. Notwithstanding the generality of the foregoing, no pets that, in the absolute discretion of the Board or the Manager, are a nuisance or pose a potential danger to the residents, are permitted to be in the units or on the common elements.

37. With the exception of fish there shall be a maximum limit of two pets per unit including caged birds, hamsters, guinea pigs, dogs or cats, provided that a maximum of only one dog shall be permitted in any unit.
38. No pet in excess of 25 lbs. shall be permitted to be in or about any unit or the common elements at any time, unless the Resident requires a seeing eye dog, guide dog, a dog to assist the hearing impaired, or a dog to assist the physically challenged. The Board of Directors or management may at their sole discretion request proof of the weight of the pet which shall be provided without delay.
39. All pet dogs living in the building for two weeks or more shall be registered with the Condominium Corporation at the Management Office. No guest shall be permitted to bring any pet onto the Corporation, other than a seeing eye dog, guide dog, a dog to assist the hearing impaired, or a dog to assist the physically challenged.
40. People who are residents at the time of enactment of this rule shall be entitled to register pets owned by them with the property manager provided that the pet is kept and maintained in the unit at the time and all of the Rules and Regulations, Declaration and the Condominium Act are fully complied with. The property manager shall register the said pet upon receipt of the following information signed by the resident:
  - a) the length of time that the pet has been kept in the unit;
  - b) the age of the pet;
  - c) an exact description of the colour, name and breed of the pet;
  - d) any other distinguishing features of the pet;
  - e) a photograph of the pet;
  - f) a copy of an up-to-date license where applicable;
  - g) confirmation of up-to-date shots, as required;
  - h) a statement signed by a veterinarian indicating the weight of the pet.
41. No resident shall permit a pet or pets to bark, howl or cause a noise or disturbance that disturbs the comfort or quiet enjoyment of the property by other residents. In the event that such pet is deemed by the board or manager in its absolute

discretion to be a nuisance, such resident shall within two weeks of receipt of a written notice from the board or the manager requesting removal of the animal, permanently remove same from the common elements or unit.

42. No pet will be permitted to run loose upon the common elements, lawns, walkways, driveways or garage. Any pets so found shall be reported to the animal control authority and/or declared a nuisance in which event the resident shall remove the pet permanently within two weeks of receipt of a written notice from the board or the.
43. No resident shall permit his/her pet to soil or damage any part of the common elements or grounds and landscaping whether by waste, excrement or otherwise. Residents shall not allow their pets to defecate or urinate on the Corporation's grounds within 15 metres of the buildings and in the event that a resident does permit his pet to defecate or urinate on the common elements he must immediately remove such and clean and/or deposit same in a plastic bag and dispose of it in an appropriate garbage disposal container.
44. Any damage to the buildings, grounds, flooring, walls, trim, finish, tiles, carpeting, stairs, or any other parts of the common elements caused by a pet will be the full responsibility of the pet's owner, or of the unit owner or occupant if the offender is a visitor. Any costs to the Corporation resulting from correction of damage to the property caused by a pet will be recoverable from the unit owner.
45. The minimum charge for the removal of excrement or urine from the common elements on behalf of any owner or occupant should they fail to do so themselves, shall be \$150.00 per removal, or such other amount as determined from time to time by resolution of the Board of Directors chargeable against the owner in whose unit the pet is resident.
46. Notwithstanding Rule Nos. 40 and 41, pets that are presently owned, kept and maintained by residents in their units will not be subject to enforcement proceedings provided all of the remaining conditions, Rules and Regulations are strictly complied with and:
  - a) the pet lived in the unit prior to June 13, 2006;
  - b) the pet is registered with the property manager in accordance with Rule Nos. 40 and 41 hereof;
  - c) the right of a resident to keep or allow a pet that has been so registered in a unit or on the common elements shall continue only as long as the said resident continues to reside in the condominium property and complies with all of the provisions of this paragraph;



- d) the death of a registered pet terminates the registration which is not transferable to any other non-registered pet.

### **TENANCY AGREEMENTS AND OCCUPATION OF UNITS**

- 47. No residential unit shall be used for any "commercial" or "transient" use, including, but without limiting its general meaning, any of the following:
  - a) the carrying on of a business;
  - b) hotel or boarding or lodging house use; and
  - c) the disposition of an owner's or tenant's right to occupy the unit whereby the party or parties acquiring such interest or right is or are entitled to use or occupy the unit on a transient use basis or under any arrangement commonly known as time sharing.
- 48. For the purposes of the Rules, any "transient" use of the unit includes, but without limiting its general meaning, the use or occupancy of a unit for more than one (1) period of less than six (6) months in any particular period of twelve (12) consecutive months.
- 49. The initial term of any lease shall be for a period of not less than one (1) year, except where the owner intends to complete a sale of the unit upon the expiry of the lease, in which case the lease may be for a term of less than one (1) year. All tenancies for units shall be in writing.
- 50. Within thirty (30) days of entering into the lease, the commencement date of the tenancy or a renewal thereof, the owner shall deliver to the Corporation:
  - a) the name of the tenant;
  - b) the owner's address for service of notices; and
  - c) a Summary of Lease in the form attached to these rules as Schedule 'C' or a copy of the lease.
- 51. Within thirty (30) days of the commencement date of the tenancy or a renewal thereof, the owner shall deliver to the tenant copies of the Declaration, By-laws and Rules of the Corporation.
- 52. Prior to anyone moving into a unit, each owner shall complete an Owner's Information Sheet and shall ensure that any tenant and/or resident of the owner's unit complete a Tenant/Resident's Undertaking and Information Sheet, and both must be subsequently revised when required. This information is kept totally

confidential and is necessary for the safety and security of the residents of the Corporation.

53. If the lease of a unit is terminated and not renewed, the owner shall notify the Corporation in writing within seven (7) days thereafter.
54. If a tenant of a unit wishes to terminate his or her occupancy of a unit and sublet the unit to another person, the tenant must obtain the written consent of the landlord/owner to the potential subtenant. A landlord/owner may not consent to a potential subtenant unless the term of the sublease is for the balance of the initial lease and only if the terms of the sublease are consistent with the Act, the Declaration, the By-laws and the Rules of the Corporation. For purposes of the Tenant Protection Act, 1997, any withholding of consent to a potential subtenant because the terms of the sub-tenancy do not comply with the Act, the Declaration, the By-laws and/or the Rules of the Corporation will be deemed not to be consent withheld "arbitrarily or unreasonably".
55. Any person who is engaged in a commercial or transient use anywhere on the Corporation's property (such as, by way of example, the operation of a hotel business), which is prohibited by the Act, the Declaration, the By-laws or the Rules, shall be deemed a trespasser and entry to or upon the common elements may be expressly denied by the Corporation.
56. No unit shall be occupied and used for any purpose other than residential and no portion of the unit shall be partitioned or subdivided for any other use or for multiple family use as defined according to the City of Toronto Zoning By-law.
57. In circumstances where efforts to obtain compliance of the owner/resident with the Rules are unsuccessful, the Corporation, with the assistance of legal counsel, will enforce the Rule by legal means, including, but not limited to, the termination of the tenancy or license arrangement in accordance with enforcement proceedings pursuant to the Act, and in such event, the owner shall be directly responsible to reimburse the Corporation for its full legal costs on a basis as between a solicitor and its own client.

#### **GARBAGE**

58. All garbage must be placed in plastic garbage bags, securely tied, and deposited fully down the chutes located near the elevators on each floor. No garbage is to be left on the chute room floor. Garbage or recycling material must only be put down the chute on the respective days posted in each Garbage Room.

59. Cardboard boxes and other items that will not fit down the chutes are to be broken up or flattened and brought down to the recycling containers on the ground floor by the resident.
60. The garbage and recycling chute shall be used only between the hours of 8:00 a.m. and 10:00 p.m. to ensure that the noise does not disturb the sleep of neighbouring residents.
61. Residents who choose to have real Christmas trees must utilize the service elevator and ensure that the tree is fully covered in a plastic tree bag when transporting it through the common areas. The base of the trunk of the tree must be kept in water to ensure that the tree retains moisture and does not excessively dry out. Residents must bring down trees to the ground floor garbage room for disposal. Cleaning charges in an amount to be determined by the Corporation will apply if this procedure is not followed.

### **NOISE**

62. Residents, their families, guests, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, disturbs the comfort or quiet enjoyment of the property by other residents, their families, guests, visitors, servants and persons having business with them.
63. No repairs, except emergency repairs, are to be made in any unit before 8:00 a.m. or after 8:00 p.m., if the repair disturbs or is likely to disturb the comfort or quiet enjoyment of the property by other residents. No repairs, except in cases of an emergency, may be made on Sundays and statutory holidays.
64. All floors in units, except bathrooms, kitchens and utility rooms must be covered with an area rug to prevent structural sound transmission and to comply with Rule 12 herein.
65. No noise caused by any instrument or other device or equipment, which in the opinion of the Board disturbs the comfort of the other residents, shall be permitted.

### **SECURITY**

66. Canvassing for any purpose or cause, except for municipal, provincial or federal political campaigns during election periods, is not permitted. Residents must report

at once anyone canvassing or soliciting within the building to property management or security personnel.

67. No one shall change or add any locks on a residential unit or on the common elements without first obtaining the written approval of the board or management. All suite door locks must be keyed to the master key system of the building and must be uniform in appearance.
68. Prior to leaving the unit for any extended period of time, each resident shall arrange to stop delivery of newspapers and all other deliveries and inform management that the resident is on vacation or away from the unit for an extended period of time and that all such deliveries have been suspended. Newspapers and other items delivered to a unit and not picked up after reasonable time may be removed by the Property Manager.
69. If guests are given permission to occupy a residential unit during a resident's absence, the Property 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 nor permitted to occupy any residential unit unless such information is so provided.
70. All residents shall use their keys and/or access cards and all visitors shall enter by using the security enterphone system or by contacting the resident through the security desk.
71. No 'For Sale Open House' signs are permitted. No signage is permitted anywhere in or on the property by owners or their agents. Agents must escort potential buyers (by appointment) to and from the suite, and accompany same to the exit doors of the building.
72. No contents or auction sale to the general public shall be held on the property.

#### **MOVING AND DELIVERIES**

73. Upon moving from a residential unit, the resident vacating the premises shall surrender all of the common element keys, access cards and transmitters in his/her possession or control to the new owner or occupant. Purchasers or tenants acquiring a residential unit must register with the Property Manager prior to the moving-in date.

74. No furniture and equipment shall be moved from any unit except in such manner as may have been previously approved by the board or management. No heavy furniture or object may be moved over the common elements so as to damage them.
75. Moves or deliveries into and out of the building shall take place only during the hours of 9:00 a.m. to 12:00 p.m. and from 12:00 p.m. to 3:00 p.m. and from 3:00 p.m. to 6:00 p.m. Monday to Saturday by prior arrangements and with at least 48 hours notice to the Property Manager. Moving is not permitted on Sundays or statutory or other holidays.
76. Arrangements for using the service elevator when moving in/out or for a delivery must be made in advance with the Management. All bookings require a certified damage deposit in such an amount to be determined by the Board of Directors from time to time in the form of a money order or bank draft, payable to the Corporation. The deposit cheque will be returned if there is no damage to the elevator or other common areas.
77. Residents moving in and out of the building will be held responsible for any damage caused to Corporation property or to the building by themselves or their moving agents during such move.
78. Moving furniture or equipment or boxes in or out through the front lobby is prohibited. Only the moving room and service elevator may be used for this purpose.

#### **PARKING AND GARAGE**

79. No motor vehicle other than a private passenger automobile, stationwagon, pick-up truck, sport-utility vehicle (SUV) or family van shall be parked in any parking unit or designated visitor parking space. This restriction does not apply to vehicles belonging to contractors or tradespersons employed by the Condominium Corporation or by a resident of 155 Beecroft Road.
80. All residents must park their motor vehicle(s) in the indoor parking units set aside for their use in the P1, P2 and P3 garage levels and display the required parking decal.
81. No trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked in any parking unit, designated visitor parking space or any part of the common elements. A motorcycle may be parked in a parking unit

provided that a protective platform is kept under the kickstand to protect the garage membrane.

82. Parking is strictly prohibited in all areas designated as fire routes. No motor vehicle shall be parked in such a way that it extends into the driveways, ramps, access areas or neighbouring spaces or units.
83. The front entrance area is permitted only to drop off or pick up passengers for which vehicle drivers must remain in the vehicle at all times. Parking is prohibited in this area and vehicles may be tagged or towed at their owner's expense.
84. Each space in the common elements identified as visitors' parking shall be used only by visitors and guests of the resident.
85. No resident is permitted to park a motor vehicle in the visitors' parking area at any time. Violators will be penalized with parking tags and/or may be towed away at the expense of the vehicle owner.
86. There shall be no guest parking in the visitors' parking without first obtaining a parking permit from Security. Parking permits are valid only for the specified vehicle and expiry date on the face of the permit. It is the resident's responsibility to ensure that his/her guest(s) has proper permits to avoid ticketing and/or towing of the guest's vehicle.
87. A maximum number of visitor parking permits issued per suite per month and/or per day may be limited as determined by the Board of Directors. A Visitor is defined as a person(s) parking a vehicle(s) in Visitor Parking less than three (3) nights per week on average over any three (3) week period.
88. Residents of 155 Beecroft Road may lease their parking units to residents living at the 5000 Yonge Project only. The "5000 Yonge Project" is defined to include 151, 153 and 155 Beecroft Rd., as well as 4968 and 4978 Yonge Street. Lessees of parking units must comply with the requirements of the Declaration, By-laws and Rules of the Corporation from time to time and the Act. The owner or resident of the parking unit must provide the transponder or other access device and parking decal to the resident utilizing the parking unit. Property management must be advised in writing and provided with a lease or summary of lease of all rentals of parking units including full resident information, vehicle license plate and term of lease.
89. No motor vehicle that is not in operating condition or properly licensed for operation shall be parked or left on any part of the common elements, nor in the parking

spaces and/or units. No resident shall park 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. Upon two (2) weeks written notice by the board or the manager, the owner of such motor vehicle shall be required to attend to or remove the vehicle as the circumstances require and as directed by the board or the manager.

90. No resident or visitor may make any repairs to a motor vehicle, change oil or other lubricants or wash a vehicle on any part of the common elements or in any parking unit. Damage to, or the cost of cleaning, the parking garage, membrane and other common element as a result of oil or gasoline or other mechanical fluid leaks will be the responsibility of the owner.
91. No resident or visitor shall plug into any common area electrical service.
92. Motor vehicle lights must be turned on while driving in the garage.
93. No storage is allowed in the garage. Residents shall not store or leave in their parking unit any object, including, but not limited to, lumber, cans, bottles, boxes or containers. Residents shall maintain their parking unit in a clean and tidy condition.
94. All residents and their motor vehicles must obey posted speed limits and other signs on Corporation property.
95. No person shall park any motor vehicle in contravention of these Rules, in default of which such vehicle shall be tagged or towed from the property under the applicable City of Toronto by-law(s) in which event the Corporation and/or its agents shall not be liable for any damage, costs or expenses howsoever caused in respect of any motor vehicle so tagged or towed from the property.
96. Any damage to the entrance and exit gate arms will be the full responsibility of the owner.

#### **RECREATION FACILITIES - GENERAL**

97. Use of the facilities is at one's own risk. The Corporation is not responsible for injury, loss, theft or damage to property or persons however caused.
98. Rules and regulations, as approved and distributed to Residents, pertaining specifically to the use and operation of the recreation facilities will be posted in the

recreational areas, and any resident and their guests entering the recreation facilities must comply with the posted rules.

99. The use of the recreation facilities is subject to any applicable government health and/or safety regulations, including but not limited to, those posted at the facilities.
100. Misuse or abuse of the facilities by any resident may result, at the sole discretion of the Board of Directors, in a permanent or temporary ban on the use of all or part of the recreational facilities.
101. Residents and guests shall wear proper attire and footwear when in transit to and from the recreational facilities and while in the recreational facilities.
102. Each Resident must accompany his/her Guest in the Recreation Facilities at all times and ensure that such Guest is fully aware of, and complies with all rules and regulations.
103. The hours of operation of the Recreation Facilities (Swimming Pool, Whirlpool, Saunas, Changerooms, Billiard Room, Exercise Room, Multi-Purpose Room & Dining Facility, Guest Suites and Games Room) will be determined and approved by the Board of Directors from time to time in its absolute discretion and such hours will be posted in the respective room/area.

#### **SWIMMING POOL, WHIRLPOOL, SAUNAS AND CHANGEROOMS**

104. The saunas and whirlpool should be used with caution. Heat can place undue stress on the heart. Please check with your physician if there is any question of your health.
105. For safety reasons, children under the age of fourteen (14) are not permitted to use the saunas. Children under the age of twelve (12) are not allowed in the spa/whirlpool or swimming pool unless supervised by a person who is sixteen (16) years of age or older.
106. Guests using the swimming pool, whirlpool or saunas must be accompanied by a resident at all times (maximum of two guests per dwelling unit).
107. Each bather shall take a shower with soap before entering the swimming pool and/or whirlpool. All oils, soaps and other substances must be washed off before entering the swimming pool and/or whirlpool.



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108. Hair cutting and dyeing are not permitted in the swimming pool, saunas, whirlpool or change rooms.
109. Appropriate bathing attire when utilizing the swimming pool, whirlpool or sauna is required.
110. No person with a communicable disease or having open sores on the body shall enter the sauna, swimming pool, whirlpool or shower.
111. Water shall not be poured on the heating elements in the saunas as it will damage the heating unit.
112. Buckets, containers, glass and newspapers are not permitted in the swimming pool, whirlpool, sauna or changerooms.
113. Use of portable radios or tape players and musical instruments is not permitted in the swimming pool, whirlpool, sauna or changerooms.
114. No smoking, food or beverages are permitted in the swimming pool, whirlpool, sauna areas or changerooms.
115. No showering longer than two (2) minutes.
116. Recreation centre closes at 11:00 p.m.

**BILLIARD ROOM**

117. The billiard room facilities are solely for the use of residents and occasional guests who are required to play with a resident who is at least fourteen (14) years of age. A maximum of three (3) guests per suite are permitted within the billiard room.
118. Reservations for the billiard room shall be made by registering in the reservation book at the concierge desk for a period of one hour. Reservations are on a first come first served basis on the day of play. Reservations will not be held beyond five minutes of the reservation time.
119. Billiard room etiquette shall be observed at all times. At the end of playing time, players must yield the room to those waiting to play.
120. Proper attire must be worn at all times.

121. No smoking, food or beverages are permitted in the billiard room.

### **EXERCISE ROOM**

122. The exercise room is solely for the use of residents and occasional guests (maximum of 2 guests per residential unit) accompanied by a resident.
123. Use of all equipment and facilities is at one's own risk. The Corporation, its managing agent and/or service contractors are not responsible for injury however caused.
124. For safety reasons, children under the age fourteen (14) are not permitted in the Exercise Room. Children who are a minimum age of fourteen (14), but under the age of sixteen (16) must be accompanied by an adult resident at all times.
125. Proper attire, including but not limited to shirts and suitable gym shoes must be worn at all times, and a towel must be used where the body comes in contact with the equipment (Bathing suits are not considered proper attire).
126. Permission must be obtained from others in the room before playing a radio or other audio or video equipment.
127. No smoking, food or beverages other than water (in non-breakable containers) are permitted in the exercise room.
128. Equipment may not be moved, removed or borrowed from this room.
129. Persons using this room must leave it in a clean and tidy condition. All equipment is to be wiped off after use by the user.

### **MULTI-PURPOSE ROOM**

130. The multi-purpose room is primarily intended for the use of residents for group social functions and condominium business meetings. Certain dates may be reserved by the Social Committee and/or the Board of Directors. This use will take precedence over all other requests.
131. The multi-purpose room may be booked by a resident for his or her personal use only, and not on behalf of any non-resident. Resident shall mean an Owner, Tenant or any other authorized person residing in or occupying a residential unit within this Corporation. The resident must be present at all times during the function.

132. All bookings must begin with the submission of a completed multi-purpose room Exclusive Use Agreement between the resident and the Corporation which fully discloses the contemplated use of the premises. This information is to be submitted for approval at least fourteen (14) days in advance of the requested booking date
133. There shall be a non-refundable exclusive use fee in an amount to be determined by the Corporation for using the premises. The board of directors reserves the right to refuse any booking requests or to cancel or alter a permit if in their opinion the use of the multi-purpose room is not for a resident's personal use, is a threat to security or may disturb other residents.
134. If the booking request is approved, a guest list must be given to the Management Office at least two business (2) days before the function. Security guards will allow access to those on this guest list only. The booking resident must make arrangements for guests to enter the lobby and direct them to the multi-purpose room. Direction signs are not to be placed in the lobby or other common areas.
135. A damage deposit in an amount to be determined by the Corporation by certified cheque or money order is to be deposited with the property manager, which shall be a security deposit to ensure the performance of the resident's obligations, responsibilities and adherence to the regulations.
136. The damage deposit shall be returned to the resident when and if all regulations outlined in the multi-purpose room Exclusive Use Agreement have been adhered to and after an inspection confirming that there are no damages to the room or common elements has been completed by property management.
137. Damage to the furnishings and/or theft or loss of the Corporation's multi-purpose room property is the responsibility of the resident and they will be charged for the cost of any repairs, loss or refinishing required.
138. The resident shall be responsible for any costs incurred by the corporation for the regular cleaning of the multi-purpose room booked by the resident, including any additional cleaning that may be required.
139. The number of visitor parking passes may be restricted based on availability and Corporation policy. All visitors parking is subject to availability.
140. In accordance with the municipal noise by-law, soft music is permissible to the hour of 11:00 p.m. Thereafter, all music must cease so that occupants of suites are not disturbed. Occupancy of room is permissible to 12:00 midnight. If this requirement is not met, appropriate action will be taken and the full amount of the security

deposit will be forfeited.

141. The resident shall remove all personal belongings and decorations, including all objects not belonging to the Corporation, at the time of and prior to the closing of the function. No tacks, pins, tape or other adhesive products are to be utilized on the walls, ceilings, furniture or other surfaces within the multi-purpose room.
142. The resident and any person(s) or organizations(s), using the facilities and common areas shall indemnify the Corporation, its Officers and Employees from any and all liability and from all claims and demands arising out of misuse of facilities, damage or injuries to person(s) or organization(s) to whom the permit is issued.
143. The resident shall be responsible for the cleaning and collection of all debris left by themselves and their guests, anywhere in the multi-purpose room, the washroom, the building or the grounds of the Corporation.
144. The resident will assume full responsibility of the participants to preserve reasonable order, behavior, and decorum.
145. If microphones are used in the multi-purpose room, the volume of such equipment is to be kept down to a level so as not to disturb others.
146. The resident must arrange for the prompt removal of all equipment used for the function.
147. Smoking is not permitted in or on any part of the common elements or facilities. Food and beverages are not permitted outside of the multi-purpose room.
148. Under no circumstances are the corridors to be used for any purpose other than to allow access to and from the multi-purpose room. Emergency exits must be kept free from obstructions and emergency exit doors must be kept closed (when not in use) at all times.
149. The maximum occupancy level may not exceed sixty (60) persons. Functions with attendance in excess of twenty-five (25) persons shall be required to hire professional security services using a contractor hired by the Corporation.
150. If for any reason the accommodation is not required, the permit holder must give at least two business days notice.

151. Without limiting the generality of the foregoing, the multi-purpose room restrictions include:
- a) no stag parties;
  - b) no live entertainment permitted without prior approval of the board;
  - c) no commercial functions permitted.

### **GUEST SUITES**

152. A guest suite must be booked by a resident for the use of a resident's personal visitors only, and not on behalf of any non-resident. Resident shall mean an Owner, Tenant or any other authorized person residing in or occupying a residential unit within this Corporation.
153. A signed exclusive use agreement between the resident and the Corporation including all exclusive use fees and damage deposit must be received at least seven (7) days prior to the reserved date. Until such time as all these conditions are met, management reserves the right to accept other bookings as the exclusive use policy is on a first come, first served basis.
154. If for any reason the accommodation is not required, the resident must give at least forty-eight (48) hours notice to the property manager. If forty-eight (48) hours notice is not given the resident will be responsible for one hundred (100) percent of the first night exclusive use fee and fifty (50) percent of the exclusive use fee for subsequent nights.
155. The resident will deposit with the Corporation a sum to be determined by the Corporation from time to time in the form of a certified cheque, money order or bank draft, payable to the Corporation which shall be the security deposit to ensure the performance of their obligations, responsibilities and adherence to the regulations, and which shall be returned to the resident when and if all regulations outlined in the exclusive use agreement are adhered to and no damages or losses are found upon inspection by property management.
156. There shall be a non-refundable exclusive use fee for the use of the guest suite in an amount to be determined by the Corporation.
157. The resident shall reimburse the Corporation for costs incurred by the Corporation for cleaning the suite following the use by the resident's guests.

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158. Use of visitor's parking is not included in the exclusive use fee and is subject to availability at the Corporation's sole discretion.
159. In accordance with the municipal noise by-law, soft music is permissible to the hour of 11:00 p.m. In the event that a guest fails to comply with the demand from management to stop a disturbance or if a guest repeats the disturbance after receiving such a demand, the security deposit will be forfeited.
160. Occupancy of the guest suite is from 2:00 p.m. on the first day of the exclusive use. Keys must be returned to the concierge desk by 11:00 a.m. on the last day of the exclusive use. Failure to return the keys by the specified time will result in additional charges being levied.
161. The resident agrees to ensure the removal of all personal belongings, including all objects not belonging to the Corporation, prior to 11:00 a.m. on the final day of the exclusive use.
162. Damage to the furnishings and/or theft or loss of the Corporation's property during the exclusive use period is the resident's responsibility. Any additional costs incurred by the Corporation plus reasonable administrative costs not covered by the damage deposit shall be payable to the Corporation immediately by the resident, the cost(s) of which may be collected in the same manner as common expenses.
163. The resident and any person(s) or organization(s) using the facilities and common areas shall indemnify the Corporation, Management and its officers and Employees from any and all liability and from all claims and demands arising out of misuse of the facilities, damage or injuries to person(s) or organization(s) to whom the permit is issued, all suits which may be brought out against the Corporation, Management, its Officers and Employees in respect of any such claim or demand and pay all judgments that may be rendered against the Corporation, its Officers and Employees on account thereof.
164. The resident agrees that all refuse and recyclable materials left by the guest(s) will be deposited in the garbage and recycling facilities provided.
165. The resident agrees to assume full responsibility of the users to preserve reasonable order, behavior, and decorum.
166. The resident agrees that any payment to which the Corporation is entitled as the result of a breach of these rules shall be the responsibility of the resident and, without restricting the Corporation's remedies, the deposit may be applied against the amount payable.

167. Smoking is not permitted in the guest suite and all the common areas in the building.
168. The Corporation reserves the right to cancel or alter a permit at any time.
169. The maximum occupancy of the accommodation may not exceed two (2) persons, one of the persons must be an adult, or in the case of only one person occupying the guest suite, the person must be an adult.

### **GAMES ROOM**

170. The games room facility is solely for the use of residents and occasional guests who are required to be accompanied by a resident who is at least fourteen (14) years of age. A maximum of three (3) guests per suite are permitted within the games room.
171. Use of the games room facility is on a first come first served basis on the day of use. The use of the room is limited to one hour if another resident is waiting.
172. No smoking, food or beverages are permitted in the games room.
173. The resident shall be responsible for the cleaning and collection of all debris left by themselves and their guests.

### **GOVERNMENT REGULATIONS**

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