

Rules & Regulations for community enjoyment, safety and the enhancement of your shared investment.

9191/9199/9201/9205 Yonge Street, Richmond Hill, Ontario

Welcome to the Beverly Hills Resort Residence Community!

As your Beverly Hills community grows, you and your Board of Directors may wish to adapt the Rules & Regulations from time to time to make sure that the Rules fit more with the rhythm of the community. The Rules & Regulations governing use of your community must be fairly and strictly enforced by the Property Management Team with all Residents and Owners. Your Property Management Team has a responsibility and obligation to maintain the safety and high-standards of performance for your community.

Your Property Management Team are counting on Residents support and participation in keeping your community beautiful, safe and well maintained. By working together, we can make the Beverly Hills Club, the heart of the community, where everyone can come and enjoy the privileges of the contemporary condominium lifestyle.

1. GENERAL REGULATIONS

1.1 No owner of any unit shall do or permit anything to be done in his or her unit, or bring or keep anything therein which will in any way increase the risk of fire or the fire insurance premiums on any building, or on property kept therein, and no owner shall do or permit anything to be done in his unit or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the regulations of the Town of Richmond Hill Fire Department, or with any insurance policy carried by the Corporation or conflict with any of the rules and ordinances of the local board of health, or with any municipal by-law or any provincial or federal statute or regulation.

1.2 Owners and their families, guests, visitors, servants and agents shall not create or permit the creation or continuance of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners or their respective families, guests, visitors, servants and persons having business with them.

1.3 No addition, alteration, or improvement to the common elements, including any decoration or painting of any kind, shall be made to any portion of the common elements, without the prior written approval of the board, and without the execution of agreement as contemplated by section 98(1)(b) of the Act and in accordance with the provisions of the declaration.

1.4 No television antennae, satellite dish, aerial, tower or similar structure (nor any appurtenances thereto) shall be erected on, or fastened to, any unit or on any portion of the common elements, without the prior written consent of the board.

1.5 No portable or window air-conditioning unit (or any appurtenances thereto) shall be installed within any unit or common element area.

1.6 Any repair work creating (or likely to cause) any noise or disturbance shall only be permitted within the hours of 9:00 a.m. and 5:00 p.m.

1.7 Roller-skating, skate-board riding, bicycling, ball throwing, street games (i.e. ball hockey, soccer) and other similar activities are strictly prohibited upon the common elements or within any parking unit(s).

1.8 No one shall restrict or prevent any candidate running for municipal, provincial or federal office (or his or her representative) from having access to or within the Condominium, between the hours of 9:00 A.M. and 9:00 P.M., in order to canvass at the door of each of the dwelling units or to campaign in the Condominium's lobby or other common meeting area.

1.9 No signs and posters are allowed on any portion of the common elements.

1.10 Whenever an emergency situation arises or exists, and the Corporation is required to carry out the unit owner's responsibilities in order to deal with said emergency situation (e.g. closing a tap that has water overflowing), so as to prevent (or limit) any damage to property and/or any injury to any person(s), then if such unit owner is unable, unavailable or unwilling to do so, then all costs and expenses incurred by the Corporation in connection therewith shall be recoverable directly from said unit owner.

1.11 All costs and damages incurred by the Corporation as a result of a breach of the rules by any owner shall be borne by such owner, and be recoverable by the Corporation against such owner in the same manner as common expenses.

2. RESIDENTIAL UNITS

2.1 Each residential unit shall be occupied and used only as a private single family residence and for no other purpose.

2.2 No immoral, improper, offensive or unlawful use shall be made of any residential unit or of the Condominium property. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies having jurisdiction shall be strictly observed.

2.3 No auction sales, garage sale, open house or events to which the general public is invited shall be allowed in any unit or on the common elements.

2.4 Each owner shall install, maintain and repair a smoke or similar fire detection device in his unit, provided that such device is approved by the Underwriters' Laboratories of Canada.

2.5 Outdoor barbecue equipment shall not be placed, used or operated within any balcony or common element area, including any portion of the common elements designated for the exclusive use of a unit owner for reasons of fire safety to avoid the creation of a nuisance.

2.6 The following rules shall apply to the installation and maintenance of any washing machine installed in a residential unit:

2.6.1 each washing machine shall be equipped with nylon reinforced hoses for the supply of hot and cold water designated for at least a minimum burst pressure of 1,000 p.s.i. and a rubber compound to withstand 180 degrees Fahrenheit;

2.6.2 after using any washing machine, each owner, his tenant, guest, servant or agent shall immediately turn off the taps to both the hot and cold-water supply; and

2.6.3 each washing machine shall be installed in such a manner so as to permit the easy and convenient shut off of tapes thereto, it being the purpose and intent of this rule to reduce or eliminate the considerable inconvenience and costs incurred as a result of flooding caused by the bursting of inadequate and poorly installed washing machine hoses.

2.7 No owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his or her residential unit or adjacent common elements or any exclusive use common element. Owners shall immediately report to the Building Manager all incidents of pests; insects, vermin or rodents and all owners shall fully cooperate with the Building Manager to provide access to each residential unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the Building. Failure to comply with the foregoing, or the failure to report such infestation to the board as soon as the owner is aware of same, will render such owner liable for all costs and expenses incurred in having to eradicate such infestation from any other unit(s) and/or the common elements.

2.8 No awnings, shutters, shades, screens, enclosures or structures whatsoever shall be erected on any balcony or terrace or outside of any windows nor shall any exterior doors be removed, replaced or changed in any way, without the prior written consent of the Board unless it has been installed by the declarant. No screen or storm doors or windows shall be installed within any existing door or window openings which form part of the common elements without the prior written consent of the board.

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

2.10 The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed, and no sweepings, garbage, rubbish, rags or other substances shall be thrown therein. Garburators or any in-suite garbage disposal equipment or system are not allowed to be installed or connected to any plumbing or drainage pipe or system serving any of the dwelling units. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who has, or whose family, guests, tenants, visitors, servants or agents have caused such damage.

2.11 No tinted, coloured, mirrored or foil-lined interior window treatments or coverings shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings or coverings or blinds or shutters that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s).

2.12 Nothing shall be placed on the outside of window sills or projections, nor upon any patio, balcony and/or terrace railings, without the prior written consent of the board, and nothing shall be thrown or swept out of any windows, doors, patios and/or balconies, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors, patios and/or balconies, nor from any other portion of the common elements. No washing of balconies or terraces, which results in water overflowing or pouring onto any floor(s) below, shall be permitted.

2.13 No hanging or drying of clothes shall be allowed on (or within) any portion of the common elements, and no pulley clothesline or other similar apparatus shall be affixed to any unit or common element area.

2.14 Nothing shall be thrown out of windows or doors of the Building.

2.15 Owners shall not overload existing electrical circuits and plumbing facilities in their units.

2.16 No storage of any combustible or offensive goods, provisions or materials shall be kept in any unit or the common elements.

2.17 No articles, fixtures or doormats shall be placed at individual doorways leading into any residential unit or in the hallways. 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 residential 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 corridor outside unit or in the stairwells.

2.18 No major electrical appliances; except a stove, refrigerator, washing machine, clothes dryer, dishwasher, other common household electrical appliances, and any electrical appliances originally provided by the Declarant shall be installed or used in any unit without the prior written consent of the Board.

2.19 No noise shall be permitted to be transmitted from one residential unit to another. If the Board of Directors determines that any noise is being transmitted to another unit and that such noise is an annoyance or a nuisance or disruptive, than the owner of such unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the owner of such residential unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the owner shall be liable to the Corporation

for all expenses thereby incurred in abating the noise (including reasonable solicitor's fees).

2.20 No balcony, patio, porch or terrace area shall be used for any storage purposes whatsoever. Only seasonal furniture shall be placed on or within any balcony, patio, porch or terrace area(s) and should be weighted or secure to prevent wind from blowing them out of balcony/terrace. All patio furniture must be fire rated including all the cushions and any other soft material.

2.21 No one other than the Declarant shall be permitted to plant or install, within the confines of any outdoor balcony, patio, porch or terrace area (nor anywhere else within the confines of the Condominium) any trees, hedges, shrubbery or any other type of foliage or flora, without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions of Building Code therefor approved by the board or the Corporation's property manager from time to time; and

2.22 No one other than the Declarant shall be permitted to install any water feature(s) upon or within any outdoor balcony, patio, porch or terrace area (nor anywhere else within the confines of the Condominium), without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefor approved by the board or the Corporation's property manager from time to time.

2.23 No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on the common elements (including without limitation, the grass, plants, hedges, shrubs, flowers or trees), nor place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the common elements, without the prior written consent of the board or the Corporation's manager, provided however that the foregoing shall not be construed as preventing any owner from planting and trimming his or her own small flowers and plants situate within any planter box located within any outdoor balcony, patio, or terrace area, the exclusive use of which has been designated or allocated to such owner's dwelling unit;

3. GARBAGE DISPOSAL

3.1 No person shall place, leave or permit to be placed or left in or upon the common elements (including those of which he or she has the exclusive use) any waste, debris, refuse or garbage except in those areas designated by the board or the manager as a central garbage depository, and only on those days and times as are designated by the board or the manager from time to time. In an effort to promote recycling: the Residents/Owners of the dwelling units shall sort out their garbage into the designated recycling bins located within the residential garbage room/drop-off area situate on Condominium.

3.2 Loose garbage shall not be deposited in the garbage chutes. All garbage including newspapers must first be properly bound, packaged or bagged to reduce or eliminate mess and odours within the garbage room on each level and in the disposal room at the exits from the chutes.

3.3 Bound or bagged garbage shall be of a reasonable size to permit same to travel easily down the chute and shall not be left in the container at the opening to the chute.

3.4 If the size or amounts of such garbage are excessive, owners shall notify concierge in order to obtain access to designated garbage room.

3.5 No garbage shall be left on the floor of the garbage room.

3.6 No burning cigarettes, cigars or other flammable material shall be put down the garbage chute.

3.7 No garbage is to be placed in garbage chutes between the hours of 10:00 p.m. and 7:00 a.m. as the resulting noise would disturb residents of certain units in the building.

4. SECURITY: ACCESS TO UNITS

4.1 No one shall change any lock or locks in a residential 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, without first providing a key for such changes or additional lock or locks to the Corporation.

4.2 Prior to leaving the unit for any extended period of time, each Resident/Owner shall arrange to stop delivery of newspapers and any other deliveries and inform security personnel 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 Building Manager and dispose of.

4.3 If guests are given permission to occupy a residential unit during a resident's absence, the Building Manager shall be notified in writing of the name of such guests, dates of occupancy and their automobile license numbers. No guests will be admitted to the property nor permitted to occupy any residential unit unless such information is so provided.

4.4 The Board of Directors shall have the authority from time to time to restrict the number of building access keys and/or access cards to unit owners and set policies regarding replacement of such keys and/or cards from time to time. Each owner shall abide by such policies, as set out by the Board of Directors from time to time.

5. SERVICES: CONCIERGE

51 The concierge and any security staff employed by the Corporation will be instructed not to allow visitors, workmen or delivery persons entry into the building unless such entry is authorized by the appropriate resident of a residential unit and such authorization has been communicated to the concierge in the manner and format prescribed from time to time by the Board.

52 The concierge is instructed to have any cars which are improperly parked on the property (including residents' vehicles) tagged and/or towed from the property.

53 The concierge will be instructed by management that if a resident is not in when a parcel is delivered, to

take delivery of the parcel to the parcel area and later inform the resident as soon as is reasonably convenient. The concierge is not to accept delivery of cash, registered mail, large or heavy furniture, perishable, marijuana and soft items or anything that cannot easily be carried by one person (30lb or less).

6. MOVING

6.1 Upon moving from a residential unit, the owner or occupant vacating the premises shall surrender all of the common element keys, parking and entry cards, and any garage remote control device in his possession or control to the owner of the unit. The owner(s) of the unit must notify management of any resident vacating the unit in order for the management to change the access control(s) registration(s). Purchasers or tenants acquiring a residential unit must register with the Building Manager prior to moving.

6.2 Furniture and equipment shall be moved in or out of the building only by the service elevator designated by the Building Manager for such purpose. The time and date of moving shall be predetermined by arrangements with the Building Manager.

6.3 Individuals reserving an elevator for a move (or for the delivery and removal of contractors' materials) must leave a damage deposit of \$500.00 payable to the Corporation. This deposit will be refunded after the move provided no damage has been caused to the elevator or the common elements. Repair of damage to the elevator or common elements resulting from the move in excess of \$500.00 will be charged to the individual reserving the elevator or to the suite owner.

6.4 The damage deposit must be paid when an elevator is required by a contractor for delivery and removal of materials.

6.5 Any move or delivery that requires a service elevator should be reserved with the security desk. The elevator can only be reserved for times between 9:00 a.m. to 6:00 p.m. from Monday to Saturday excluding public holidays. The use of elevator for moving or for deliveries outside these hours is not permitted and therefore moves may not be later than 6:00 p.m.

Only the service elevator can be reserved. Therefore, residents should reserve as far in advance as possible to avoid inconvenience if the service elevator is already reserved by another resident.

7. TENANCIES

7.1 Owners shall ensure that their tenants strictly comply with the provisions governing the use and occupation and leasing of residential units set forth in the declaration. If an owner fails to obtain the statement and covenant from his tenant as required pursuant to the declaration, or fails to ensure his own compliance and that of his tenants with the requirements of the Condominium Act, the declaration and the rules, any person or persons intending to reside in the residential unit and common elements shall be considered to be an unauthorized person and entry to the building or any part of the common elements including the recreational amenities may be expressly denied by the Building Manager until such person(s) and the owner have fully complied with the Act, the declaration and the rules.

7.2 Within 20 days of ceasing to rent his residential and/or parking unit (or within 20 days of his being advised that his tenant has vacated or abandoned such unit(s), as the case may be) the owner shall notify the Building Manager in writing that the unit is no longer rented and shall be personally responsible to the Corporation for any keys, identification cards, parking garage remote control device or similar means of identification or access initially provided to such tenant and for any additional costs incurred by the Corporation by reason of the owner's failure to comply with this rule.

7.3 Owners are only permitted to lease their units for a minimum of 12-month periods. No short-term leases will be permitted. Owners wishing to lease their units must provide a copy of the lease, outlining all contact information for the tenants as well as up-to-date contact information for the non-resident owner.

7.4 Any losses, cost or damages incurred by the Corporation by reason of a breach of any provision in this declaration or in any by-law or rules of the Corporation in force from time to time committed by any unit owner (and/or by members of his or her family, or by anyone residing in the owner's unit with the permission or knowledge of the owner, and/or their respective tenants, invitees or licensees) shall be borne and paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses (and with corresponding lien right in favor of the Corporation similar to the case of common expenses arrears.)

7.5 Any owner leasing his or unit shall not be relieved thereby from any of his or her obligations with respect to the unit."

7.6 Each owner shall indemnify and save the Corporation harmless from and against any loss, cost, damage, injury or liability which the Corporation may suffer or incur resulting from (or caused by) any deliberate or willful act or omission, or any negligent act or omission, of such owner (or of any resident, tenant, invitee or licensee of such owner's unit) affecting the common elements (or any portion thereof). All payments to be made by any owner pursuant to this section shall be deemed to be additional contributions toward the common expenses payable by such owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation similar to the case of common expenses arrears).

8. PETS

8.1 No animal, livestock, reptiles, rodents or fowl other than a household pet as defined in the declaration shall be kept on the property and no pet that is deemed by the board or Manager to be a nuisance shall be kept by any owner in any unit or in any other part of the property.

8.2 Owners shall be limited to the possession of two dogs or two cats per unit.

8.3 Dogs must not weigh more than 25 pounds.

8.4 Any dog or cat must wear a collar with an identification of its owner.

8.5 No dangerous animal or pet shall be permitted to be in or about any unit or the common elements at any time. No breeding of pets for sale shall be carried on in the property.

8.6 No pet shall be permitted to make excessive noise and for the purpose of this provision "excessive noise" shall be deemed to mean noise which is annoying or disturbing to any owner, but nothing herein shall restrict the discretion of the Board or Manager.

8.7 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 and this provision shall be applicable to the whole of the common elements whether interior or exterior.

8.8 No pet shall be permitted to soil or damage any part of the common elements whether by waste, excrement or otherwise, and in the event of same the owner of the pet shall make good such damage and effect the removal of any such excrement and save harmless the Corporation from any expense in connection therewith and it is hereby declared that a cleanup charge of the carpet or other common areas shall be charge to the resident/owner in addition to the minimum charge of \$ 50.00 per removal of the excrement from the property and all is chargeable against the unit owner in whose unit the pet is resident or which unit the pet is visiting. After receiving one warning of such an event, upon the occurrences of the second incident the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks after receiving a written request from the board (or the Condominium's property manager) to remove such pet permanently from the property.

8.9 Any owner who keeps a pet on the property or any part thereof contrary to these rules (or any of them) shall within two (2) weeks of receipt of a written notice from the Board or the Manager requesting the removal of such pet, permanently remove such pet from the property.

9. PARKING

9.1 Each owner, or resident, shall provide the Corporation with the license 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 Corporation business.

9.2 Residents shall not be permitted to park their vehicles in the visitor parking areas under any circumstances.

9.3 All motor vehicles operated by resident or their visitors and parked in the parking garage must be registered with the Building Manager. Residents are required to properly display parking stickers or decals in their vehicles at all times.

9.4 All vehicles parked within the confines of the Condominium (whether belonging to owners, residents, visitors or otherwise) must have currently plated and be in road-worthy condition. Failure to comply with the foregoing shall entitle the Corporation to give the owner or custodian of such vehicle notice to remove same forthwith from the Condominium premises, and any failure to remove same after such notice shall entitle the Corporation to do so, all at the owner's sole cost, risk and expense (and to collect all such charges in the same manner, and to the same extent, as common expenses, and with corresponding lien rights similar to the case of common expense arrears).

9.5 All moving vans and delivery vehicles are required to register with the Building Manager the following information:

- a. Driver's name
- b. Driver's company
- c. License plate number
- d. Name of resident and apartment for delivery
- e. Arrival and departure time.

9.6 No unit owner or occupant shall install, or cause or permit to be installed a garage door, or enclosure of any kind on a parking unit, nor shall any unit owner or occupant enclose, or cause or permit to be enclosed, any parking unit in any manner whatsoever.

9.7 No motor vehicle, other than a currently licensed and roadworthy private passenger automobile, motorcycle, station wagon or family van and truck (not exceeding 1.9 metres in height, with respect to any underground parking space or parking unit) shall be parked in any parking unit and no trailers shall be parked or stored on the property. No boat, snowmobile or recreational vehicle, nor any machinery or equipment whatsoever, shall be parked or stored on any portion of the common elements, nor in a designated parking space or parking unit.

9.8 Only one car is allowed to be parked at each parking spot unless the parking is specifically designed as a tandem parking.

9.9 No parking unit shall be leased to or occupied by any person other than a resident of the Residential Corporation or an owner or tenant of the adjacent commercial development.

9.10 Parking is prohibited in the following areas:

- a. Fire routes
- b. The common interior roadway, delivery and service areas
- c. Parking spaces other than the parking units specifically designated in the declaration and according to the registered title for the owner's use.

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

9.12 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 concierge of the breakdown and remove the motor vehicle as soon

as a tow truck can be obtained.

9.13 No servicing or repairs shall be made to any motor vehicle nor to any other equipment of any kind parked or left standing in any parking unit or upon the common elements.

9.14 No car washing shall be permitted except in such area as may, at some future date, be specifically designated by the board of directors for such purpose.

9.15 No owner shall plug in or cause to be plugged into any electrical service, any in-car or block heater.

9.16 Except for his private passenger automobile, no owner or occupant shall store or leave in his parking unit any other object, including tires, shopping carts, bicycles, cans, bottles or containers.

9.17 No owners shall lease his parking unit unless he complies with the requirements of the declaration, by-laws, rules and regulations from time to time of the Corporation.

9.18 A motor vehicle shall not be driven on any part of the common elements at a speed in excess of the posted speed nor on any part of the common elements which has not been designated for the passage of motor vehicles.

9.19 No owner or occupant shall place, leave, park or permit to be placed, left or parked in or upon the common elements or a parking unit any private passenger automobile 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 vehicle shall be required to attend to his vehicle as the circumstances require and as directed by the Board or the Manager.

9.20 The Board of Directors reserves the right to designate any visitor parking spot for exclusive use for the Corporation day to day operations. Any vehicle found parked in those designated parking spots will be tag and towed at the expense of the respective owner or resident (as the case may be).

9.21 The motor vehicles of visitors may be parked only in those parking spaces clearly marked or designated for visitors. Visitors must obtain a visitor parking permit as it is set up by the Board of Directors, in order to be allowed to park in visitor parking, failing which, the vehicle of any such visitor shall be tagged and/or towed away at the expense of the respective vehicle owner.

9.22 Visitors are ONLY allowed to park at those visitor parking spots that are specifically reserved for visitors. No visitors are allowed to park at the Commercial parking spots. Owners must make sure that their visitors have parked in the designated parking spots for visitors.

9.23 Retail customers are ONLY allowed to park at those retail parking spots that are specifically reserved for retail customers. No retail customers are allowed to park at the visitor parking spots. The owner of the commercial units must make sure that their customers have parked in the designated parking spots for commercial units.

9.24 Visitors are allowed to park at the designated visitor parking free for first 5 hours and there will be a charge as it is set up by the Board of Directors for each additional hour. The additional charges are increment of one hour.

9.25 Commercial customers are allowed to park at the designated retail parking free for first 2 hours and there will be a charge as it is set up by the Board of Directors for each additional hour. The additional charges are increment of one hour.

9.26 Owners and/or residents are not allowed to park at visitor parking. The vehicles of owners and/or residents parked in the visitor parking areas will also be tagged and/or towed away at the expense of the respective owner or resident (as the case may be) even with valid parking permit.

9.27 Any visitor using an active FOB and/or Remote Control are considered as a resident and are not allowed to park at the visitor parking.

9.28 Overnight parking permits, totaling of 7 nights, may be issued per plate per calendar month through Management office ONLY. Depending on demands, consecutive permits (i.e. month to month) may not be available. Registered Residents/owners are not authorized to obtain visitor parking pass even if their car is not registered with management office.

9.29 No person shall park a motor vehicle in contravention of these rules in default of which such person shall be liable to be fined or to have his motor vehicle towed from the property under City by-laws in which event the Corporation and its agents shall not be liable for any damage, costs or expenses howsoever caused in respect of any motor vehicle so removed from the property.

10. AMENITIES AND ACCESS

Beverly Hills community is equipped with sophisticated access control technology to ensure ease of use and added security. When you registered with your Property Management Team, you were provided with access control device that has been specifically programmed for your use.

At that time you presented important information about all of the occupants of your home and when necessary multiple access control devices have been ordered, programmed and issued to you and your family. Consistent with the best practices in access control, you may also be required to provide photo-identification.

Different areas of the Recreation rooms are open for use by residents and their guests at specific time, however some of your community amenities are by reservation only and may require security staffing and deposits depending on what type of function or event you are planning to host.

Access to your Club is only by your active access control device. If you ever lose your access device please report it immediately to your Property Management Team and/or the Concierge and they will make arrangements to deactivate your lost access control device while reissuing you a new one when proper payment is provided.

Please note that all replacement or additional FOBS for residents are available for a charge.

No sign, advertisement or notice may be posted in any way throughout the Community without prior consent from your Property Management Team or the Board of Directors.

Your Property Management Team, on behalf of the Board of Directors, has the right to refuse access or suspend privileges to Recreation Facilities or any amenities, to anyone who breaches any of the rules. Privileges may be suspended for a length of time determined at the discretion of the Board of Directors.

The Recreation Facilities are unsupervised and your Property Management team, the Declarant, the Board of Directors, its agents and employees are not responsible for accidents, injuries, lost or stolen personal property, or any other damages. There are no medical facilities available in the Facilities; and it is strongly recommended that residents on medication or with medical problems and/or physical problems should consult with their physician before using the facilities. Use of any facility is at the sole risk of the individual.

Residents and guests are required to wear appropriate attire when using the recreational facilities. This includes proper cover-ups and footwear while going to and from the recreational facilities.

Perspiration causes hygiene concerns and soils and damages upholstered furniture. Appropriate attire must be worn while exercising (e.g. sport tops for both men and women). Proper post-exercise attire must be worn in the lounge and other common areas after exercise of any kind.

11. GENERAL RULES: RESERVATIONS & BOOKINGS

Many of your amenities require reservations or bookings and it is our goal to ensure that the process is easy, effective and fair. How to make bookings or reservations for a specific amenity space will be covered in detail where it is relevant at each section of your Guide.

The following are some general principles which should be applied when making reservations for any of the Amenities.

11.1 Amenities can be booked ONLY by an adult resident no less than eighteen (18) years of age. Reservations by other than a resident are not permitted; Residents must accompany his/her guests at all times.

11.2 All Bookings are on a first come, first serve basis.

11.3 Residents/Owners are required to make their own reservations of facilities under their suite number only. Photo identification may be requested at the time of the booking.

11.4 Booking are accepted in advance by reserving time and registering with the Concierge or your Management team. Reservations will be held for only fifteen minutes from the reserved time. If the resident who booked the amenity does not show up fifteen minutes after the booking time, then their reservation will be canceled.

11.5 Simultaneous and/or consecutive reservations of the same equipment or amenity spaces (except guest suites and visitors parking) are not permitted and will result in the cancellation of all reservations.

12. RECREATIONAL FACILITIES

AGE RESTRICTIONS APPLY - SEE RULES GOVERNING USE

THIS IS AN UNSUPERVISED AREA AND CARE MUST BE TAKEN – USE AT YOUR OWN RISK

12.1 The recreational facilities, including the outdoor barbecue terraced area on Level 9, are generally open for use during the hours of 8 am. to 10 p.m. daily, except where stated (posted) otherwise.

12.2 Pets are not allowed in the recreation centre at any time.

12.3 The use of recreation centre or any portion thereof may be restricted during organized activities of the Corporation.

12.4 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 your sportswear.

12.5 Any member of the board of directors, the Building Manager may request proof of identity from individuals using recreation centre. Similarly, proof of age may be requested from responsible parties in the case of young persons.

12.6 In the interests of the safety, security and welfare of children and owners, children under the age of 16 must be accompanied by and under the supervision and responsibility of a resident aged 18 or over, subject to the individual rules (below) for each area of the recreational facilities.

12.7 The board of directors reserves the right to disallow, displace or disapprove of any group activity if the activity is not properly organized, the sponsors fail to assume proper responsibility, the Board has to make a decision on the availability of facilities in the light of conflicting requests, or if the activity is not consistent with the Condominium Act, the declaration, by-laws, or the rules and regulations governing the use of the facilities.

12.8 Food and drinks are not permitted in recreation areas except in the party room,. Recreation areas are at all times unsupervised and residents and their guests use them at their own risk.

13. SWIMMING POOL

HOURS: 10:00 a.m. - 10:00 p.m.

ALL FUNCTIONS MUST BE CONCLUDED BY 10:00 P.M.

AGE RESTRICTIONS APPLY - SEE RULES GOVERNING USE

THIS IS AN UNSUPERVISED AREA AND CARE MUST BE TAKEN – USE AT YOUR OWN RISK

A Medical Officer of Health, a Public Health Inspector under his direction, or an Officer of the Ministry of Health, may enter upon a public swimming at any reasonable time, whether the pool is open for use or not. Pools are governed by regulations made under the Health Protection and Promotion Act 1983, as amended. Ontario Government Regulation 381/84 as amended by O. Reg. 146/85 covering swimming pools, requires the following: The swimming pool, having a water surface area less than 93 square metres and being unsupervised must be posted with the following notice:

"This pool is unsupervised. Bathers under 16 years of age are not allowed within the pool enclosure unless accompanied by a parent or his or her agent who is not less than 18 years of age. The total number of bathers on the deck and in the pool shall not exceed 30."

Ontario Government Regulations governing swimming pools also state that:

13.1 No person infected with a communicable disease or having open sores on his or her body shall enter the pool.

13.2 No person shall bring a glass container onto the deck or into the pool enclosure.

13.3 No person shall pollute the water in the swimming pool in any manner and spitting, spouting of water and blowing the nose in the pool is prohibited.

13.4 No person shall engage in boisterous play in or about the pool.

13.5 The maximum number of bathers permitted on the deck and in the pool at any time shall not exceed 30 persons.

13.6 The emergency telephone is for emergency use only. Anyone using this telephone for any other purpose will be required to immediately vacate the swimming pool area and subsequent violation could result in a total ban of that person's pool privileges.

13.7 Each bather shall take a shower using warm water and soap and thoroughly rinse off all soap before entering or re-entering the pool deck area.

13.8 No child under two (2) years of age or not toilet trained, nor any other person who may lose control of elimination functions, shall be allowed in the pool at any time, unless approved watertight pool panties are worn. Children between the ages of 2 and 16 years, while accompanied by a responsible adult 18 years of age or older.

14. RULES GOVERNING THE USE OF THE SWIMMING POOL

14.1 The use of the swimming pool is restricted to residents of the corporation and their guests. The resident (and guest) must be (a) participant(s) in the pool area and not in attendance as a spectator. There are a maximum number of two (2) guests per resident, i.e., per suite. If the number of persons in the pool exceeds the maximum allowed, then the rights of other residents will prevail and the guests will be asked to leave.

14.2 Members are responsible to ensure that their guests are fully aware of all pool rules and regulations.

14.3 No smoking, food or beverage is permitted in the pool area. Non-alcoholic beverages in plastic containers only are permitted only on the outdoor deck.

14.4 Proper pool attire is required in the pool area, street shoes or clothes are not permitted in the pool area. Street clothing or substitutes for bathing suits are not permitted as they can create a safety concern and interfere with the effective operation of the pool equipment.

14.5 The pool is a public facility for all residents and No special restriction can be made.

14.6 Bathing caps must be worn by all persons with hair longer than shoulder length. Extensive maintenance problems exist from hair strands accumulating in the pool filtration system.

14.7 The use of oils, lotions or creams is not permitted in the pool area.

14.8 Radios and personal music players are not permitted in the pool area (except as used for organized exercise classes in the pool).

14.9 Inflatables, children's toys or floats are not permitted in the pool.

14.10 No glass or metal containers, bundle buggies, strollers, carts, folding chairs, or any article which may restrict use or clutter the pool area or be construed as a safety or health hazard can be brought into the pool deck areas.

14.11 No diving or jumping is allowed anywhere in the pool enclosure.

14.12 Pool furniture is not to be removed from the deck area by other than an authorized representative of the Corporation.

14.13 Short term usage lockers have been provided in the men's and ladies' change rooms to allow for the storage of clothing used during transit from a residential unit to the recreation area. Any lock left permanently on a locker will be removed by Property Management that evening.

14.14 The corporation and its staff shall not be held responsible for lost, damaged and stolen personal items.

14.15 The pool is closed each day during maintenance. Swimming is not permitted during this time.

14.16 No person infected with a communicable disease or having open sores on his or her body may enter the sauna.

14.17 Personal hygiene activities are not permitted, e.g. shaving, hair treatments or personal grooming.

14.18 All Residents/Owners and their respective guests MUST dry themselves before entering the common areas.

15. INDOOR WHIRLPOOL / SAUNA

HOURS: 10:00 A.M. - 10:00 P.M.

ALL FUNCTIONS MUST BE CONCLUDED BY 10:00 P.M.

CHILDREN UNDER 16 YEARS OF AGE ARE NOT PERMITTED IN THE WHIRLPOOL

THIS IS AN UNSUPERVISED AREA AND CARE MUST BE TAKEN – USE AT YOUR OWN RISK

The high heat of the whirlpool and the sauna room may be harmful to some people. Consult your physician regarding your health risk. The advised time limited is ten minutes total usage of all heat facilities.

15.1 The use of the whirlpool and the sauna room is restricted to residents and their guests (while accompanied by a resident). The resident must be a participant in the whirlpool and not in attendance as a spectator. Maximum 2 guests per suite.

15.2 It is recommended that children under sixteen (16) years of age should not use the sauna rooms. Nevertheless, residents under the age of sixteen (16) years must be accompanied and supervised by an adult over eighteen (18) years of age at all times.

15.3 It is recommended that pregnant women or people with serious health conditions check with their physician prior to use.

15.4 No person infected with a communicable disease or having open sores on his or her body may enter the sauna.

15.5 No smoking, food or beverages allowed within the whirlpool area or in the sauna room with the exception of water in unbreakable containers.

15.6 Glassware is not permitted.

15.7 Personal hygiene activities are not permitted, e.g. shaving, hair treatments or personal grooming.

15.8 All persons using the whirlpool or the sauna room must have showered prior to entering the pool area.

15.9 Bathing caps must be worn by all persons with hair longer than shoulder length.

15.10 The use of oils, lotions or creams is not permitted in the whirlpool.

15.11 CAUTION: Direct force of the water jets can cause injury.

15.12 The sauna is designed for dry heat. Any liquid making contact with the heating elements could cause the sauna to be closed for repairs. Any resident or owner found doing the above will be charge back for the repair.

15.13 All Residents/Owners and their respective guests MUST dry themselves before entering the common areas.

16. EXERCISE ROOMS

HOURS: 8:00 A.M. - 10:00 P.M.

ALL FUNCTIONS MUST BE CONCLUDED BY 10:00 P.M.

CHILDREN UNDER 16 YEARS OF AGE, UNLESS ACCOMPANIED BY AN ADULT, ARE NOT PERMITTED IN THE EXERCISE ROOMS

THIS IS AN UNSUPERVISED AREA AND CARE MUST BE TAKEN – USE AT YOUR OWN RISK

16.1 The use of the exercise rooms is restricted to residents and their guests (but only while accompanied by a resident). Maximum 2 guests per resident.

16.2 Two guests are permitted to use the equipment and the host resident must be a participant.

16.3 Users may be required to reserve time by entering their name and suite number on the register provided for this purpose. Usage time per piece of equipment may be restricted based needs of the owners.

16.4 Persons below the age of 16 years must be accompanied at all times by a resident when in the exercise rooms.

16.5 For safety reasons, children under the age of twelve are not permitted at the exercise room.

16.6 No smoking, food or beverage (other than bottled water or power drinks in unbreakable container) is permitted in the exercise rooms.

16.7 Upon completion of use of the equipment, users must wipe down all equipment with the paper towels and disinfectant provided by the Corporation.

16.8 Damage to the rooms or equipment can be charged to the resident based upon evidence provided by first hand reports or video surveillance cameras. Each resident is responsible for the conduct of his/her guest.

16.9 Only equipment and supplies provided and/or authorized by your Property Management are permitted to be stored in the exercise rooms.

16.10 When exercising, proper clothing and sports shoes must be worn at all times.

16.11 All equipment must be used according to its operating instructions. If you are not familiar with the equipment, please check with the Condominium Manager or Concierge who will assist you.

16.12 Only existing equipment and supplies at GYM are permitted to be used. Personal equipment is not allowed at the GYM.

16.13 Please ensure proper use and care of all equipment. Avoid banging or dropping weights when using free weights or machines.

16.14 No free weights and/or equipment may be removed from the exercise room at any time.

16.15 Radios and personal music players are ONLY permitted when utilized with headphone and earplug. Residents must be courteous and mindful of other residents as this is a common share facility.

16.16 Proper use of the facilities is required at all times.

16.17 PERSONAL TRAINERS are permitted at the Gym to train residents/owners ONLY with the following condition:

- a - Personal Trainers are permitted but need to be registered with Property Management and must show proof of certification and insurance certificate. The Corporation and Management Company should be as added on the insurance certificate as a third party insured.
- b - Under no circumstance, a resident who is employed as a personal trainer is permitted to use the GYM, Aerobics and Fitness Centre for business purposes, including training clients.

17. BILLIARD ROOM

HOURS: 10:00 A.M. - 11:00 P.M.

ALL FUNCTIONS MUST BE CONCLUDED BY 11:00 P.M.

RESERVATIONS BY OTHER THAN RESIDENTS ARE NOT PERMITTED

THIS IS AN UNSUPERVISED AREA AND CARE MUST BE TAKEN – USE AT YOUR OWN RISK

The Condominium Corporation and Property Management would like all residents and guests to have an equal opportunity to enjoy the Billiard Room. Advance bookings are required, and will supersede anyone who has not booked for the use of either a billiard table. Reservations shall be made in person through security desk. Security might ask for a picture ID in order to book the Billiard Room.

17.1 The Billiard Room MUST be reserved by an adult resident no less than eighteen (18) years of age. Reservations by other than a resident are not permitted; Residents must accompany his/her guests at all times. Damage deposit is required upon reservation.

17.2 Your Billiard Room is available on a first come, first serve basis or maybe reserved for a specific time (see Reservations and Bookings). Pool cues, balls and chalk are available at the security Desk. Your Billiard table is custom designed for your community; accordingly, only chalk provided by the Condominium Corporation may be used.

17.3 Bookings are through the Property Management Office or the Concierge on a first come, first serve basis and cannot be beyond six (6) months period. Please be considerate of other residents provide at least 48 hours' notice of cancellation.

17.4 Playing time is 120 minutes to ensure that no one group monopolizes the facility to the detriment of others. Therefore, simultaneous and/or consecutive reservations cannot be allowed and will result in the cancellation of all reservations.

17.5 The capacity of the Billiard Room is 12.

17.6 A maximum of four (4) people per table is allowed in the billiard room. Guests must be accompanied by at least one resident over the age of eighteen (18) years.

17.7 Residents and/or guests are required to wear proper attire and footwear, while using the Billiard Room.

17.8 To protect the physical integrity of the billiard table, all shots must be taken with at least one foot on the floor, using bridges when necessary.

17.9 Upon completion of play, cues, cue rests, chalk and billiard balls are to be returned to security. Place the billiard table cover on the table following use. The Billiard Room shall be left clean and acceptable for others to use.

17.10 Please report any damaged or missing equipment immediately, so that repairs can be done as soon as possible, and so as not to inconvenience subsequent users.

17.11 Water in non-breakable containers is permitted. All other types of refreshments are not permitted.

17.12 Due to the complexity and sophistication of your electronic systems for the television and the sound, residents are not able to install any personal devices (e.g. Wii, Play Station, Nintendo etc...). Please see Management or Concierge for instructions on the use of the electronics systems.

18. THEATRE ROOM

HOURS: 10:00 A.M. - 11:00 P.M.

ALL FUNCTIONS MUST BE CONCLUDED BY 11:00 P.M.

RESERVATIONS BY OTHER THAN RESIDENTS ARE NOT PERMITTED

THIS IS AN UNSUPERVISED AREA AND CARE MUST BE TAKEN – USE AT YOUR OWN RISK

18.1 The Theatre Room must be reserved by an adult resident no less than eighteen (18) years of age. Reservations by other than a resident are not permitted; Reservations by other than a resident are not permitted. Residents must accompany his/her guests at all times. Damage deposit is required upon reservation.

18.2 It is understood and agreed that according to Building regulations, the party authorized to use the facility shall not permit more than 14 **persons** to be in attendance at the function for which the room is rented.

18.3 An all-inclusive guest list is to be provided to the Property Management Office prior to the function.

18.4 Before and after any reservation of the room, the Condominium Manager or staff member will inspect and inventory the room with the resident reserving the space.

18.5 Except for light cleaning, the room must be left in the general condition it was found, or the resident

reserving the room will be responsible for additional cleaning charges.

18.6 The Board of Directors reserves the right to schedule special events in the Theatre for Community sanctioned events.

18.7 Bookings are through the Property Management Office or the Concierge on a first come, first serve basis and cannot be beyond six (6) months period. Please be considerate of other residents provide at least 48 hours' notice of cancellation.

18.8 Each booking is restricted to a maximum of four (3) hours only and no food or drink is allowed in the Theatre with exception of water in unbreakable container. A consecutive reservation of the Theatre is not available. If there is no demand or additional reservation, then the resident may continue to use the room until the next reservation.

18.9 The contemplated use of the premises must be fully disclosed to the Building Management as a condition of, and prior to, the rental of the Theatre Room. It is agreed that the premises will not be used for any immoral or offensive use and, where at the sole discretion of the Board, it is determined that the requested function should more properly be held in an off-site commercial establishment, then the Corporation reserves the right to disallow the use of the Theatre Room.

18.10 The Owner is responsible for full compliance with any legal or regulatory obligations and will fully indemnify and hold harmless the Corporation's, its employees and agents, from any breach thereof.

18.11 The party member authorized to use the facility shall not permit noisy or rowdy behaviour or any illegal act in or adjacent to the Theatre Room or upon the common elements, nor any behaviour which may disturb the enjoyment of other residents, their families, guests, visitors, servants, and persons having business with them.

18.12 The member agrees to ascertain any and all permits, licenses, consents that are or may be required in connection with the use of the Theatre Room by the member as aforesaid, and to obtain such permits, licenses and consents at his or her own expense prior to the rental date set out in the rental contract, and to have licenses, permits and consent posted or available for inspections, as maybe required.

18.13 The event is restricted to the Theatre Room and the washrooms immediately adjacent to the Theatre Room. All other areas of the building are off-limits to party guests. No food or drink is allowed beyond the Theatre Room doors.

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

18.15 Residents are reminded that they are responsible for ensuring that their families, guests and visitors are familiar with these rules.

18.16 The resident will assume full responsibility for the preservation of proper order and decorum and ensure there are no disturbances to, or disruption of the ongoing activities in the Recreation Centre, grounds and common areas.

18.17 The resident (owner) will be responsible for his/her guests' behaviour. If in the opinion of the Board of Directors or its representative, the resident cannot or will not control the behaviour of his/her guests and the situation in the Board's opinion has deteriorated to an unsatisfactory level, the Board or its representative on duty will have full authority to terminate the party immediately and ask all persons to leave the premises; and/or the police may be called to assist the 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 Theatre Room for any further occasion.

18.18 Any damage to the Building, rounds, or room itself, caused by the resident, any members of the resident's family, or any of the residents' guests by reason of or arising out of the rental and use of the Theatre Room will be the full responsibility of the resident, and the resident agrees to pay the costs involved in restoring any property damaged to its original condition.

18.19 Any damage to furnishings and/or finish of rooms and/or theft or loss of the Corporation's property is the responsibility of the resident who will be assessed the costs of repairs, refinishing or replacing as determined by the Corporation in its sole discretion. The resident accepts responsibility for the use of the room in accordance with regulations governing usage of areas described, and as set out herein.

18.20 Neither the Corporation nor the Committee is responsible for loss or damage to any personal property or for personal injury to homeowners or guests, however caused.

18.21 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.

18.22 If a conflict exists between these guidelines and the Theatre Room Rental Agreement, the signed Theatre Room Rental Agreement takes precedence.

18.23 The viewing of pornographic or X-rated material is strictly prohibited within the Theatre.

18.24 If the reservation is not claimed within fifteen (15) minutes of the set time, the reservation shall be forfeited to allow other residents to use the space.

18.25 Simultaneous and/or consecutive reservations of the same equipment or amenity spaces (except guest suites and visitors parking) are not permitted and will result in the cancellation of all reservations.

19. PARTY ROOM/ KITCHEN

HOURS: 10:00 A.M. - 12:00 A.M.

ALL FUNCTIONS MUST BE CONCLUDED BY 12:00 A.M.

RESERVATIONS BY OTHER THAN RESIDENTS ARE NOT PERMITTED

THIS IS AN UNSUPERVISED AREA AND CARE MUST BE TAKEN – USE AT YOUR OWN RISK

191 Party Room bookings are on a first come, first served basis. The Party Room / Kitchen may be reserved by a resident. Reservations by other than a resident are not permitted. No person(s) under the age of eighteen (18) may book the Party Room. All bookings must be made a minimum 14 business days and booking cannot be made more than twelve (12) months in advance, excluding bookings for Community sanctioned. The resident who booked the party room shall remain present at all times during the said function.

192 The Board of Directors reserves the right to permit exclusive use of the Party Room without an agreement, deposit or fees for their Board meetings, or Corporation sanctioned events.

193 Due to Fire Regulations, a maximum number of persons (as posted) are permitted to be present in the Party Room. Property Management Team and security personnel are authorized to closely monitor and enforce the limit. They may refuse further access, or terminate the function, if this requirement is violated.

194 It is understood and agreed that according to Building regulations, the party authorized to use the facility shall not permit more than 60 **persons** to be in attendance at the function for which the room is rented.

195 An all-inclusive guest list is to be provided to the Property Management Office prior to the function.

196 The contemplated use of the premises **MUST** be fully disclosed to the Building Management as a condition of, and prior to, the rental of the Party Room / Kitchen. It is agreed that the premises will not be used for any immoral or offensive use and, where at the sole discretion of the Board, it is determined that the requested function should more properly be held in an off-site commercial establishment, then the Corporation reserves the right to disallow the use of the Party Room/Kitchen Room.

197 The Corporation will not accept applications for stags, private Christmas Eve or Day parties, New Year's Eve or Day parties. Bookings for commercial/private enterprise use are strictly prohibited. No activity where an entrance fee, admission charge or donation is expected shall be permitted in the Party Room.

198 Gambling and cash bars are not allowed.

199 The resident is responsible for providing their guest with directions to the function. No signs may be posted on the grounds or in the buildings.

1910 Residents must provide access to Party Room for any Caterers and directions to the building. No deliveries or pick-ups will be allowed through the lobby. Items left to be picked up the day following the party must be picked up no later than 10:00 a.m.

1911 Guests will only be permitted entry to the property by the Concierge of the building where the resident hosting the function resides.

1912 It is the resident's responsibility to escort their guest from the lobby to the Party Room if necessary. To help preserve the security of the community and your event, doors of the amenities are not to be left open and unattended for people to enter. Staff are not permitted to allow anyone entry to the amenity areas.

1913 The Owner is responsible for full compliance with any legal or regulatory obligations and will fully indemnify and hold harmless the Corporation's, its employees and agents, from any breach thereof.

1914 The party member authorized to use the facility shall not permit noisy or rowdy behaviour or any illegal act in or adjacent to the Party Room / Kitchen or upon the common elements, nor any behaviour which may disturb the enjoyment of other residents, their families, guests, visitors, servants, and persons having business with them.

1915 The member agrees to ascertain any and all permits, licenses, consents that are or may be required in connection with the use of the Party Room / Kitchen by the member as aforesaid, and to obtain such permits, licenses and consents at his or her own expense prior to the rental date set out in the rental contract, and to have licenses, permits and consent posted or available for inspections, as maybe required.

1916 **LIQUOR LICENSE is required a week in advance if alcohol being served.** Alcoholic beverages shall not be sold whether for profit or otherwise at any function. When alcoholic beverages are being served, minors under nineteen (19) years of age are only permitted in the premises when accompanied by an adult. The serving of alcohol shall be in accordance with all applicable laws and regulations. The Licensee agrees to indemnify and save harmless the Corporation, its officers or employees, the Management Company, its employees and other agents of the Corporation as contracted from time to time, from any and all liability and from all claims and demands arising out of any alcohol related incidents.

1917 Advance notice, in writing to the Property Management Office for approval, prior to Party Room / Kitchen booking confirmation, is required if there is a need to bring in additional furniture/equipment or if any existing furniture is to be moved.

1918 The event is restricted to the Party Room / Kitchen and the washrooms immediately adjacent to the Party Room / Kitchen. All other areas of the building are off-limits to party guests. No food or drink is allowed beyond the Party Room / Kitchen.

1919 Door exits must be kept free from obstructions at all times.

1920 Residents are reminded that they are responsible for ensuring that their families, guests and visitors are familiar with these rules.

1921 Decorations are not to be attached to any part of the Party Room walls. Any damage resulting from the attachment of any decoration will be taken out of the damage deposit. The resident will assume full responsibility for the preservation of proper order and decorum and ensure there are no disturbances to, or disruption of the ongoing activities in the Recreation Centre, grounds and common areas.

1922 The resident (owner) will be responsible for his/her guests' behaviour. If in the opinion of the Board of Directors or its representative, the resident cannot or will not control the behaviour of his/her guests and the situation in the Board's opinion has deteriorated to an unsatisfactory level, the Board or its representative on duty will have full authority to terminate the party immediately and ask all persons to leave the premises; and/or the police may be called to assist the 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 / Kitchen for any further occasion.

1923 The Resident hosting the event must ensure **an acceptable noise level** at all times. **Town of Richmond Hill by-laws prohibit noise after 11:00 pm.** Residents are responsible to ensure that noise is reduced to a level that cannot be heard outside of the Party Room after this time.

1924 The Corporation is not responsible for loss or damage to any personal property or for personal injury to residents or guests, however caused.

1925 Any damage to the Building, grounds, or room itself, caused by the resident, any members of the resident's family, or any of the residents' guests by reason of or arising out of the rental and use of the Party Room / Kitchen will be the full responsibility of the resident, and the resident agrees to pay the costs involved in restoring any property damaged to its original condition.

1926 Any damage to furnishings, appliances and/or finish of rooms and/or theft or loss of the Corporation's property is the responsibility of the resident who will be assessed the costs of repairs, refinishing or replacing as determined by the Corporation in its sole discretion. The resident accepts responsibility for the use of the room in accordance with regulations governing usage of areas described, and as set out herein.

1927 Neither the Corporation nor the Board of Directors is responsible for loss or damage to any personal property or for personal injury to homeowners or guests, however caused.

1928 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.

1929 If a conflict exists between these guidelines and the Party Room / Kitchen Rental Agreement, the signed Party Room / Kitchen Room Rental Agreement takes precedence.

1930 The Board of Directors and your Property Management team or security have the right to terminate any party or activity, which in its absolute discretion, violates the terms of the Party Room Agreement or any rules and regulations relating to the use of the facility, or that become disruptive and unduly disturb other residents. Security has the right to call in the police to remove people from the premises and to assist in terminating the function.

1931 Simultaneous and/or consecutive reservations of the same equipment or amenity spaces (except guest suites and visitors parking) are not permitted and will result in the cancellation of all reservations.

After the Event

1932 All garbage must be properly bagged and secured and left in the kitchen area ready for disposal. The resident must clean surfaces and all equipment after use; this includes, microwave, refrigerator.

1933 The resident who signed the Party Room agreement is responsible for any damages or extra cleaning costs. Property Management will return the security deposit, less deductions where applicable, following inspection. Any additional charges, if not paid within thirty (30) days will be recoverable in the same manner as condominium common expenses. This does not limit the procedures of enforcement as herein described in the Rules and Regulations.

1934 The party room door will be lock at midnight and all the cleanup must be completed by 1 a.m.

20. GUEST SUITE

There are two (2) guest suites available for the convenience and use of our registered residents' guests. They may be booked up to 3 months in advance and paid for at the time of booking and a deposit must be submitted.

The guest suites are available on a "first come first served" basis. Residents are required to make their own reservations of facilities under their suite number only. Photo identification may be requested at the time of the booking. Repeat bookings for the same time period, by the same unit owner, will be at the discretion of the Board or Property Manager.

The Guest Suites are located on the main floor of south and north building. They feature such amenities as colour Television, Bar Fridge and one double size bed. The guests may use the billiard room, fitness room, aerobic room, card room and other recreational facilities when accompanied by resident owner.

Any resident of a dwelling unit in this Condominium wishing to reserve the use of any of the guest suites shall first provide Property Management with a refundable damage deposit, complete a "Guest Suite Agreement Form" and shall pay in advance, for each night of occupancy thereof, in such amount, and upon such terms as may be established from time to time by the Board or the Manager at their sole discretion.

TERMS AND CONDITIONS OF USE

201 The resident/owner hereby shall keep and maintain the said Guest Suite and suite contents in good state, and furthermore, that the resident/owner shall be responsible for all damages resulting from the occupancy or use of the Guest Suite by the resident/owner or anyone permitted in the Guest Suite by the resident/owner not resulting from the reasonable wear and tear to the said Guest Suite in the manner for which it was intended to be used, namely the overnight accommodation for guests. Resident/owner shall be responsible for all damages resulting from any breach of the Rules and Regulations of its guests, or anyone permitted in the Guest Suite by the resident/owner or its guests.

202 The resident/owner, its guests, or anyone permitted to the Guest Suite by the resident/owner or its guests shall not use the Guest Suite or any portion of the property owned by Beverly Hills Resort Residences for any illegal purposes.

203 The resident/owner hereby covenants and agrees that it shall be responsible and/or liable for any act,

claims, damages, nuisance, or liabilities whatsoever occasioned or caused by their guests within the boundaries of the property owned by Beverly Hills Resort Residences.

204 The resident/owner undertakes the responsibility to fully control the access to and from the Guest Suite at all times during the occupancy. The number of guests occupying the suite shall not exceed the maximum 3 number.

205 Cancellation must be made in written seventy-two hours in advance of the booking date. There will be no refund of any portion of the fees after the commencement of the booking.

206 Check-in time is 3:00 p.m. and check-out time is 11:00 a.m.

207 The guest suites will only be cleaned before the use and occupation.

208 The resident is responsible for any damage caused to the suite, by the Guest. An inspection of the suite by the resident, accompanied by the Concierge or the Superintendent, is recommended prior to the guest occupying the suite, and at the end of the guest's stay. An inspection report is provided for your convenience

209 Problems within the Guest Suite(s) to be reported to the Concierge, Property Management or the Superintendent.

2010 Door exits must be kept free from obstructions at all times.

2011 No cooking is allowed in the guest suites.

2012 No smoking is allowed in the guest suites.

2013 Any owner or tenant of a dwelling unit in this Condominium wishing to reserve the use of one of these Guest Suites shall enter into a contract with the Corporation and shall adhere to all the terms and conditions of the contract.

2014 No provisions are made for infants. Users of the suite must provide suitable sleeping facilities.

2015 Parking is permitted, as available, in the Visitor's Parking Area, but an **overnight pass** must be obtained from the Concierge Desk.

2016 No pets allowed in Guest Suites.

2017 Residents are fully responsible for ensuring their guests are aware of, and obey, all rules and regulations of the facilities.

2018 Residents may lose the right to use the facilities as a result of any breach or breaches of any rules and/or misuse of the facilities by their guests.

2019 Simultaneous and/or consecutive reservations of the same equipment or amenity spaces (except guest suites and visitors parking) are not permitted and will result in the cancellation of all reservations.

21. ELEVATOR

HOURS: 9:00 A.M. - 6:00 P.M.

ALL FUNCTIONS MUST BE CONCLUDED BY 6:00 P.M.

NO BOOKING IS ALLOWED ON SUNDAYS AND STATUTORY HOLIDAYS.

RESERVATIONS BY OTHER THAN RESIDENTS ARE NOT PERMITTED

In the interest of protecting the assets of the corporations, as well as, promoting safety, security and the overall welfare of owners, tenants and the property, the corporations have instituted an elevator reservation rule. If you're doing moving of any kind, whether it be, in or out, or just movement of some contents, you must arrange an elevator reservation, ahead of time. In addition, if you have furniture or merchandise being delivered, this too, requires an elevator reservation. The Elevator can be booked through Security desk. A \$500.00 refundable deposit will be required upon booking the elevator. The owners may provide the deposit cheque in the form of personal cheque for move-ins and deliveries but a certified cheque or money order must be provided for move-outs. Tenants MUST provide certified cheque or money orders for any elevator usage (deliveries, move-ins or move-out). It is advisable that residents check with the security desk before confirming times with your delivery or moving company, as there are certain times during the week that the laneway is used for garbage and recycling purposes. No moves or deliveries are allowed on Sundays and holidays.

211 Resident/Owner who are new owners / tenants must register with Management Office prior to booking the elevator. Tenants must also provide a copy of the lease agreement at the time of Registration. The Resident/Owner will not be permitted to use the elevator if a Resident's Information Sheet is not completed and returned to the Management office.

212 The Resident/Owner will be held liable for any damages to the common elements resulting from use of the elevator and agrees to reimburse the Corporation for the full amount of any costs incurred as a result of such damage.

213 Use of elevator is subject to the approval of the management and receipt of the completed agreement and the damage deposit. It is understood and agreed that the moving times **must be strictly adhered to** unless there are delays caused by lack of availability of elevators. **Moves which run beyond the reserved time will result in extra charge to cover staff overtimes.**

214 The Resident/Owner is responsible for the proper removal of any packing materials and /or refuse as well as any debris left in the elevator and corridors. All common areas must be vacuumed if required. All cardboard boxes must be broken down, flattened and tied in a bundle. Bundled cardboard(s) must be left inside the recycle bin. Unwanted furniture and/or furnishings may not be abandoned in the common areas, further; no item may be stored in the move-in room overnight. Any furniture, furnishing and the like, wanted or unwanted, left abandoned in the common areas will be disposed of immediately and the applicant will be charged a removal fee of, up to \$300.00.

21.5 The Resident/Owner agrees to ensure that he/she will make every effort to minimize inconvenience to other residents in the building. Clear passage through the hallways and the lobbies must not be impeded at any time. **Parking and stopping is prohibited in fire routes. Any vehicles parked in a fire route will be ticketed and towed at owner's cost.**

21.6 The Resident/Owner agrees that Corporation, Property Management, their agents, and employees will not be held liable for any costs incurred due to delays and/or damage to furniture, furnishings, appliances, electronics and the like incurred in the common areas.

21.7 Please note that **there is a size restriction for the loading bay** and we cannot accommodate large vehicles, we advise Residents/Owners **have their movers to inspect the site before you make arrangements for a moving vehicle.**

21.8 The Resident/Owner is responsible to notify the Management, Superintendent or Security of the completion of the move/delivery. If he/she fails to do so, he/she will be responsible for any damages caused.

22. GAME ROOM

HOURS: 10:00 A.M. - 11:00 P.M.

ALL FUNCTIONS MUST BE CONCLUDED BY 11:00 P.M.

RESERVATIONS BY OTHER THAN RESIDENTS ARE NOT PERMITTED

THIS IS AN UNSUPERVISED AREA AND CARE MUST BE TAKEN – USE AT YOUR OWN RISK

22.1 The Games Room must be reserved by an adult resident no less than eighteen (18) years of age. Reservations by other than a resident are not permitted; Reservations by other than a resident are not permitted. Residents must accompany his/her guests at all times. Damage deposit is required upon reservation.

22.2 It is understood and agreed that according to Building regulations, the party authorized to use the facility shall not permit more than 6 **persons** to be in attendance at the room for which the room is booked.

22.3 Before and after any reservation of the room, the Condominium Manager or staff member will inspect and inventory the room with the resident reserving the space.

22.4 Except for light cleaning, the room must be left in the general condition it was found, or the resident reserving the room will be responsible for additional cleaning charges of \$75.00.

22.5 The Board of Directors reserves the right to schedule special events in the Games Room for Community sanctioned events.

22.6 Alcoholic beverages shall not be allowed on the Games Room.

22.7 Bookings are through the Concierge on a first come, first serve basis and cannot be beyond a three (3) month period. Please be considerate of other residents provide at least 48 hours' notice of cancellation.

22.8 Each booking is restricted to a maximum of four (2) hours only and no food or drink is allowed in the Games Room with exception of water in unbreakable container. A consecutive reservation of the Games Room is not available. If there is no demand or additional reservation, then the resident may continue to use the room until the next reservation.

22.9 The party member authorized to use the facility shall not permit noisy or rowdy behaviour or any illegal act in or adjacent to the Games Room or upon the common elements, nor any behaviour which may disturb the enjoyment of other residents, their families, guests, visitors, servants, and persons having business with them.

22.10 The event is restricted to the Games Room and the washrooms adjacent to it. All other areas of the building are off-limits to party guests. No food or drink is allowed beyond the Games Room doors.

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

22.12 Residents are reminded that they are responsible for ensuring that their families, guests and visitors are familiar with these rules.

22.13 The resident will assume full responsibility for the preservation of proper order and decorum and ensure there are no disturbances to, or disruption of the ongoing activities in the common areas.

22.14 The resident (owner) will be responsible for his/her guests' behaviour. If in the opinion of the Board of Directors or its representative, the resident cannot or will not control the behaviour of his/her guests and the situation in the Board's opinion has deteriorated to an unsatisfactory level, the Board or its representative on duty will have full authority to terminate the party immediately and ask all persons to leave the premises; and/or the police may be called to assist the 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 Games Room for any further occasion.

22.15 Any damage to the Building, grounds, or room itself, caused by the resident, any members of the resident's family, or any of the residents' guests by reason of or arising out of the rental and use of the Games Room will be the full responsibility of the resident, and the resident agrees to pay the costs involved in restoring any property damaged to its original condition.

22.16 Neither the Corporation nor the Committee is responsible for loss or damage to any personal property or for personal injury to homeowners or guests, however caused.

22.17 Simultaneous and/or consecutive reservations of the same equipment or amenity spaces (except guest suites and visitors parking) are not permitted and will result in the cancellation of all reservations.

22.18 Residents and/or guests are required to wear proper attire and footwear, while using the golf or games room. The Resident/Owner is responsible to notify the Management, Superintendent or Security of the completion of the move/delivery. If he/she fails to do so, he/she will be responsible for any damages caused.

23. BARBEQUES

HOURS: 12:00 A.M. - 10:00 P.M.

ALL FUNCTIONS MUST BE CONCLUDED BY 10:00 P.M.

RESERVATIONS BY OTHER THAN RESIDENTS ARE NOT PERMITTED

THIS IS AN UNSUPERVISED AREA AND CARE MUST BE TAKEN – USE AT YOUR OWN RISK

Three (3) barbeques are set-up for use, every Summer, from early to mid-May, until the end of October, weather permitted. Sign-up sheets are at the security desk for anyone who wish to use the BBQ.

23.1 Bookings will be on a first come, first serve basis for resident's use only.

23.2 Barbeques's **MUST** be reserved by an adult resident no less than eighteen (18) years of age. Reservations by other than a resident are not permitted; Reservations by other than a resident are not permitted. Residents must accompany his/her guests at all times.

23.3 The Resident/Owner is responsible to notify the Management, Superintendent or Security of the completion of the BBQ use. If he/she fails to do so, he/she will be responsible for any damages caused.

23.4 Residents and/or guests are required to wear proper attire and footwear, while using the BBQ's.

23.1 Alcoholic beverages shall not be allowed on the BBQ areas.

23.2 Each booking is restricted to a maximum of four (2) hours only. A consecutive reservation of the BBQ's is not available. If there is no demand or additional reservation, then the resident may continue to use the room until the next reservation.

23.3 Residents **are responsible for cleaning after each use. Residents shall bring their own utensils.** Residents **MUST** turned off BBQ's after each use.

23.4 The resident will assume full responsibility for the preservation of proper order and decorum and ensure there are no disturbances to, or disruption of the ongoing activities in the common areas.

23.5 The resident (owner) will be responsible for his/her guests' behaviour. If in the opinion of the Board of Directors or its representative, the resident cannot or will not control the behaviour of his/her guests and the situation in the Board's opinion has deteriorated to an unsatisfactory level, the Board or its representative on duty will have full authority to terminate the party immediately and ask all persons to leave the premises; and/or the police may be called to assist the 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 BBQ's for any further occasion.

23.6 Any damage to the Building, rounds, or room itself, caused by the resident, any members of the resident's family, or any of the residents guests by reason of or arising out of the rental and use of the BBQ's will be the full responsibility of the resident, and the resident agrees to pay the costs involved in restoring any property damaged to its original condition.

23.7 The Owner is responsible for full compliance with any legal or regulatory obligations and will fully indemnify and hold harmless the Corporation's, its employees and agents, from any breach thereof.

23.8 The resident/owner who is using the facility shall not permit noisy or rowdy behavior or any illegal act at the terrace, nor any behavior which may disturb the enjoyment of other residents, their families, guests, visitors, servants, and persons.

23.9 Neither the Corporation nor the Committee is responsible for loss or damage to any personal property or for personal injury to homeowners or guests, however caused.

24. TERRACES ON NORTH AND SOUTH BUILDINGS

HOURS: 10:00 A.M. - 10:00 P.M.

ALL FUNCTIONS MUST BE CONCLUDED BY 10:00 P.M.

RESERVATIONS BY OTHER THAN RESIDENTS ARE NOT PERMITTED

There are two Terraces located on 13th floor of North building and 9th floor of south building for the convenience and use of our registered residents' and their guests. Maximum of two guests is allowed per suite on terrace.

24.1 The Board of Directors reserves the right to use of the Terrace for their Board events, or Corporation sanctioned events.

24.2 Due to Fire Regulations, a maximum number of persons (as posted) are permitted to be present on these Terraces. Property Management Team and security personnel are authorized to closely monitor and enforce the limit. They may refuse further access, if this requirement is violated.

24.3 It is agreed that the premises will not be used for any immoral or offensive use.

24.4 The Owner is responsible for fully indemnify and hold harmless the Corporation's, its employees and agents, from any breach thereof.

24.5 The resident/owner who is using the facility shall not permit noisy or rowdy behavior or any illegal act at the terrace, nor any behavior which may disturb the enjoyment of other residents, their families, guests, visitors, servants, and persons.

24.6 Residents/ Owners and/or guests are required to wear proper attire and footwear, while using the terrace.

24.7 The member agrees to ascertain any and all permits, licenses, consents that are or may be required in connection with the use of the terrace by the member as aforesaid, and to obtain such permits, licenses and consents at his or her own expense prior to the date, and to have licenses, permits and consent posted or

available for inspections, as maybe required.

248 Alcoholic beverages shall not be allowed on the terrace.

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

2410 Residents/Owners are reminded that they are responsible for ensuring that their families, guests and visitors are familiar with these rules.

2411 The resident will assume full responsibility for the preservation of proper order and decorum and ensure there are no disturbances to, or disruption of the ongoing activities in the adjacent amenities such as pool, Recreation Centre, grounds and common areas.

2412 The resident (owner) will be responsible for his/her behaviour and the guests. If in the opinion of the Board of Directors or its representative, the resident cannot or will not control the behaviour of his/her guests and the situation in the Board's opinion has deteriorated to an unsatisfactory level, the Board or its representative on duty will have full authority to ask the resident/owner to evacuate the terrace and ask all their guests to leave the premises; and/or the police may be called to assist the representative in controlling the situation.

2413 Residents are responsible to ensure that noise is reduced to a comfortable level and cannot be heard by other residents in the suites.

2414 The Corporation is not responsible for loss or damage to any personal property or for personal injury to residents or guests, however caused.

2415 Any damage to the Building or grounds, caused by the resident, any members of the resident's family, or any of the residents' guests will be the full responsibility of the resident/owner, and the resident/owner agrees to pay the costs involved in restoring any property damaged to its original condition.

2416 Any damage to furnishings and/or theft or loss of the Corporation's property is the responsibility of the resident/owner who will be assessed the costs of repairs, refinishing or replacing as determined by the Corporation in its sole discretion. The resident/owner accepts responsibility for the use of the terrace in accordance with regulations governing usage of areas described, and as set out herein.

2417 Neither the Corporation nor the Board of Directors is responsible for loss or damage to any personal property or for personal injury to homeowners or guests, however caused.

2418 The Board of Directors and your Property Management team or security have the right to stop any resident/owner, which in its absolute discretion, violates the terms of the any rules and regulations relating to the use of the facility, or that become disruptive and unduly disturb other residents. Security has the right to call in the police to remove people from the premises and to assist in terminating the function.

25. RULES & REGULATIONS REGARDING ACCESS CONTROL

WHEREAS subsection 17(2) of the *Condominium Act, 1998* (the "Act") establishes that the Corporation has a duty to control, manage and administer the common elements and the assets of the Corporation;

AND WHEREAS the Corporation provides electronic Access Control ("Remote(s)" or "Fob(s)") to residents to be used to ingress or egress to and from the building and the residential unit or common elements;

BE IT RESOLVED as follows:

251 Access Controls shall be provided to registered resident of a unit ONLY. One (1) Access Control is allowed for each registered resident of a unit in the Corporation. The registered resident must provide valid picture identification with the Corporation's address, or any other such identification document as may be deemed necessary by the property manager, in order to obtain the Access Control.

252 Owners who do not reside in a unit in the Corporation shall not be permitted to obtain an activated Access Control unless it is approved by the Board of Directors and it is demonstrated to the Board of Directors that there are special circumstances and the owner requires an Access Control despite not residing in the unit. The decision to provide an Access Control to such owner shall be at the sole discretion of the Board of Directors.

253 There shall be a charge for any lost, misplaced, or stolen Access Control. The replacement cost shall be determined by the Board of Directors on a case-by-case basis

26. RULES & REGULATIONS REGARDING MASTER KEY

WHEREAS subsection 17(2) of the *Condominium Act, 1998* (the "Act") establishes that the Corporation has a duty to control, manage and administer the common elements and the assets of the Corporation;

AND WHEREAS the Corporation is in possession of a master key for gaining access to units in the Corporation for EMERGENCY PURPOSES ONLY;

AND WHEREAS an unreasonable number of owners/residents have required the use of the Master Key to gain access to their units after losing or misplacing their own key;

BE IT RESOLVED as follows:

261 Any resident who has lost or misplaced their key shall first contact the Corporation's locksmith to gain access to their respective unit and all costs associated with the Corporation's locksmith shall be borne by the resident.

262 Should the resident request that the Corporation use its Master Key to gain access to his or her unit, which use may be unreasonably withheld in the sole discretion of the property manager, the cost of using the Master Key during property management's office hours shall be \$140.00 Plus tax if applicable and the cost of using the

Master Key outside of property management's office hours shall be \$200.00 Plus tax if applicable

263 The Corporation shall retain a master key to all locks controlling entry into each dwelling unit and bicycle storage/locker unit that were originally installed by the Declarant and keyed to the Corporation's master key entry system. No owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her dwelling unit or bicycle storage/locker unit (nor on any doors within said dwelling unit), nor with respect to any door(s) leading to any part of the exclusive use common element areas appurtenant to such owner's dwelling unit, without the prior written consent of the board. Where such consent has been granted by the board, said owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.

27. PARCEL

The Corporation may accept parcel(s) in small weight and size on behalf of the Registered Resident/Owners ONLY if:

- 271** The Registered Resident/Owners have authorized the Corporation, its agents and employees in written to accept small parcels on their behalf.
- 272** The Registered Resident/Owners will not hold the Corporation, its agents and employees responsible for any missing, damaged envelop or parcels or for late deliveries.
- 273** The Registered Resident/Owners hereby irrevocably release the Corporation and its duly authorized agents and employees from any present or future liability and claims howsoever arising from their temporary custody should the parcel or envelope is lost, stolen, delivered late or damaged.
- 274** The Registered Resident/Owners understand that ONLY deliveries through couriers can be accepted by the security. No items can be left at the security by anyone other than a registered courier.
- 275** Parcels will be held by security for ONLY 10 days and if the parcel is not pick up with this that time, Management will return the parcel to the original sender at the Resident/Owner expense.
- 276** The Registered Resident/Owners acknowledge that the following items cannot be accepted by the security:
 - a. No keys can be left at the security desk or no one can deliver keys.
 - b. No perishable items (groceries, flowers, any food deliveries or any item requiring refrigeration)
 - c. The concierge is not to accept delivery of cash, registered mail, large or heavy furniture, or any thing that cannot easily be carried by one person.
 - d. Security will not accept items such as: Tobacco, Cannabis, Alcohol, Weapons or ammunition, Prescription Drugs, Combustibles (including but not limited to gasoline, propane, and other cylinders), Currency, laundry
 - e. Security will not accept Items exceeding a weight of 30 pounds and/or size greater than 24 by 24 by 24 inches
 - f. Any open parcel or packaging that appears damage or tampered.
- 277** **To protect the safety and well-being of all security guards and staffs, oversize parcels cannot be accepted. The parcel size and weight cannot exceed the following:**
 - a. **Max. Weight per parcel is 30 lb.**
 - b. **Max. dimensions per parcel is 24 X 24 X 24 inches**

28. CONSEQUENCES BY BOARD OF DIRECTORS AND MANAGEMENT TEAM

One the most challenging yet necessary functions of your Property Management Team and Board of Directors is to ensure that all of the community Rules and Regulations are followed. It can be tremendously stressful and difficult on your community's staff when they have to enforce compliance of the rules with any resident or his/her guest. When they do, they do so out of an obligation and commitment to preserve your community, your safety and trust.

Depending on the specific set of circumstances and as assessed by any member of the Property Management Team, the Board of Directors or the Condominiums Corporation's employees or agents, there will be an escalating series of consequences which may lead to an immediate and full suspension of Club facility.

Therefore, it is very important that every resident and his/her guest abide by the Rules and Regulations of your community and understand that they will be enforced in accordance with the terms of the Condominium Act, the declaration and all by-laws and rules of the community.

For clarity, we have outlined the series of consequences that will be enforced for those who violate the rules.

Depending on the nature and frequency of the concern, the Board of Directors, or the Condominium

Corporation's staff or agents will act at their sole discretion in determining the appropriate consequence which can for serious incidents lead to complete suspension of facility use, as well as fees for damages.

In the event of a violation of the rules, some or all of the following consequences will be initiated. Depending on the circumstances, the Board of Directors and Property Management Team will determine the appropriate consequence, but if the situation warrants additional measures, they will not be limited to the following:

281 Upon the first instance, notification in writing to the resident and if relevant, the off-site owner, on the first instance. If relevant, the resident will be given 7 days to rectify the violation and to signify his or her future

willingness to abide by the rules.

282 Upon the second instance, notification in writing to the resident and if relevant, the off-site owner, requiring written acknowledgement of receipt of such notice and a commitment that the recipient will comply with the rules within three days:

283 Upon the third instance, notification in writing from the Corporation's lawyer and that any further offences, may cause the Board of Directors or the Condominium Manager to require the resident to supply a certified security deposit which may be forfeited in the event there is any subsequent breach of the rules by the resident and / or his or her guests. Cost of the legal fee to the Corporation as a result of the violation will be billed to the resident. If this consequence is served to a tenant, then the non-resident owner will also be sent a notification and in the case of default of payment by the tenant, will be held responsible for payment to the Corporation.

On the fourth instance, the Board of Directors reserves the right to have the Corporation's solicitor commence enforcement proceedings against the delinquent or offending unit owner, resident, tenant or guest, in accordance with the provisions of the Condominium Act 1998, S.O. 1998, as amended, and all legal fees and disbursements incurred in connection with any such proceedings (together with any damages incurred as a consequence of the offence) will be sought against the offending party.

29. REALTOR REGISTRATION WITH MANAGEMENT

All owners must register their Real Estate Agents with the management office in order to obtain a valid tag for their lock box.

Any unauthorized realtor lock boxes at any part of the building and common areas will be removed at the owner's expense.

The following should be followed in order to register a realtor:

- 291** The owner of the unit MUST first register the listing agent with Management Office and complete information of the listing agent MUST be provided to the Management office in written.
- 292** Upon the registration of the realtor by the owner, the owner will receive a realtor form. The realtor form has to be completed by the owner and listing agent together.
- 293** Upon the completion of the form, the agent will receive a Lock box tag and a copy of the Realtor Authorization Form.
- 294** The Realtor Authorization Form must be given to the agents who are showing the suite in order to obtain access to the building for their showing. This form is the identification to verify that the agent has the right to enter the building at the specific date and time.

30. LIVE/WORK UNITS

30.1 Notwithstanding anything contained to the contrary in this Declaration and notwithstanding any statute, regulation or rule to the contrary, no Live/Work Unit shall be used for nor shall there be conducted or carried on in any Live/Work Unit the following:

- a. any sale of second hand goods, (except for antiques and collectibles) gasoline intended to be dispensed into internal combustion vehicles, war supply articles, insurance salvage stock, bankruptcy sale stock, fire sale stock, merchandise damaged by fire or purported to be damaged by fire;
- b. an auction sale, pawn brokers business, or liquidation, "going out of business" or bankruptcy sale;
- c. any business in which is adopted any practices which are fraudulent or which, whether it is intentional or not, are deceptive;
- d. an adult entertainment establishment, which includes without limitation any unit or part thereof in which is provided, in pursuance of a trade, calling, business or occupation, services appealing to or designed to appeal to erotic or sexual appetites or inclinations;
- e. adult store selling video tapes, CDs or other electronic forms of movies or entertainment, including without limitation, any unit or part thereof where the principal use is carrying on the business of selling, offering to sell or displaying for sale by retail or renting, offering to rent or displaying for rent, adult video tapes, CDs or other electronic forms of movies or entertainment;
- f. a funeral establishment in any unit or part thereof where funeral supplies or services are offered for sale or provided by a licensed operator of the funeral establishment;
- g. an escort service;
- h. pet store;
- i. tattooing parlour;
- j. a music school or any establishment selling musical instruments;
- k. off track betting; or
- l. sale of fireworks or fire crackers.

30.2 The board may make reasonable rules relating to the hours of operation (but not days of operation) of the Live/Work Units, provided that there shall be no restrictions between the hours of 9 a.m. until 7 p.m. on any day.