The DYNASTY in Richmond Hill

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The Dynasty Shared Facilities

Rules

RULES OF THE
DYNASTY SHARED FACILITIES
INCLUDING THE DYNASTY RECREATION CENTRE

INTRODUCTION

These Rules have been compiled by the Amenities Committee for York Region Condominium Corporation No. 741 ("YRCC 741"), York Region Condominium Corporation No. 755 ("YRCC 755") and York Region Condominium Corporation No. 765 ("YRCC 765") (collectively, the "Dynasty Corporations") pursuant to a Reciprocal Agreement among the Dynasty Corporations dated July 25, 1990. The "Amenities Committee" consists of two (2) Directors from each of the Dynasty Corporations.

The *Condominium Act, 1998* (the "Act") and the Declaration, By-laws and Rules of each of the Dynasty Corporations (hereinafter referred to, collectively, as the "Governing Documents" for the Dynasty Corporations) of which every Owner and/or Resident receives a copy for their own Corporation contain an appropriate regime of rules designed to assist the Dynasty Corporations to operate in a responsible manner that is in the best interests of the majority of Residents. The Act authorizes the Boards of Directors for the Dynasty Corporations to introduce additional Rules for the same purpose.

"Owner" shall mean "Owner" as defined in the Act. For purposes of compliance with the Act and the Corporation's Governing Documents, Owners shall include any Resident of the Owner's unit, any person, animal or thing for which the Owner is responsible, including but not limited to any visitor, employee or agent of the Owner or Resident. The term "Resident" shall mean anyone who resides in a dwelling unit within the Corporation, including, but not limited to, an Owner who resides in his/her dwelling unit, a tenant of a dwelling unit and anyone who is permitted to reside in a dwelling unit for any period of time by the Owner or tenant of a unit.

"Boards of Directors" and/or "Boards" shall mean the Boards of Directors of the Dynasty Corporations elected pursuant to the provisions of the Act. When used herein, the term "Boards" shall include the Property Manager, Amenities Committee and anyone with the authority of the Boards, as applicable.

"Property Manager" and/or "Management" shall mean the individual or company appointed by the Dynasty Corporations to manage the property and assets of the Dynasty Corporations, or any agent or employee thereof.

All Owners and/or Residents should be very familiar with the Governing Documents of the Dynasty Corporations, particularly those which establish the "dos and don'ts" that must be followed for the maximum comfort, safety and enjoyment of all Residents.

At first reading, a few Residents may think some of the Rules are too restrictive. A moment's reflection, however, should clarify the need for certain restrictions if communal living is to be effective for the Residents.

If a Rule requires an Owner and/or a Resident to obtain the approval of the Amenities Committee the **approval must be in writing, approved by resolution at a meeting of the Amenities Committee and signed by the Chairperson of the Amenities Committee.**

Property Management and the Amenities Committee, to whom infractions of these Rules should be reported, have the full support of the Boards of Directors in enforcing the Rules. Your co-operation in this regard will be greatly appreciated by all Residents.

The following Rules shall be observed by all Owners and/or Residents and their families, visitors, guests, licensees, employees, contractors or agents.

The terms used herein shall have the same meaning as the terms in the Act.

Some of the matters contained in this package are also contained in the Declarations and/or By-laws of the Dynasty Corporations and are included here for information purposes.

1. ENFORCEMENT

1.1 These Rules shall be enforced in accordance with the terms of the Act and the Governing Documents of the Dynasty Corporations and upon any such further terms as the Amenities Committee may deem advisable in their sole discretion from time to time.

1.2 Any and all losses, costs or damages, including all legal fees, disbursements and taxes, incurred by the Dynasty Corporations or any of them by reason of a breach of any provision in the Governing Documents of the Dynasty Corporations in force from time to time, by any Owner and/or Resident, or any person, thing or animal for whom or for which the Owner and/or Resident is responsible, shall be borne and/or paid for by the Owner and/or Resident and may be fully recovered by the Dynasty Corporations against the Owner in the same manner as common expenses or as may be provided in the Act or in any other lawful manner (including an order of the Court or arbitrator directing compliance as provided for in Section 134 of the Act). Each Owner is ultimately liable to cover all costs, as herein provided for, of the Residents of his or her unit(s).

1.3 Should the Dynasty Corporations or any of them use the oppression remedy against an Owner or Resident as provided for in Section 135 of the Act to protect the Dynasty Corporations or any of them, their agents and employees and other Owners and Residents, it shall constitute enforcement under the Act as if it was an enforcement proceeding under Section 134 of the Act.

1.4 The Dynasty Corporations endeavour to protect the personal property of Owners and/or Residents, however, the Dynasty Corporations, their directors, officers, employees or agents are not liable whatsoever for any damages, costs or expenses howsoever caused with respect to any personal property of the Owners and/or Residents, including, without limitation, motor vehicles, bicycles and attachments or any other personal property of the Owners and/or Residents located within the units or on the common elements, in the absence of any negligence on the part of the Dynasty Corporations or any of them.

2. SECURITY

2.1 Security has the authority to act on behalf of the Boards of Directors and Amenities Committee to enforce the Rules. The authority of Security includes the right to restrict anyone from using the Dynasty Shared Facilities.

2.2 Security is provided 24 hours per day, seven days per week.

2.3 Deliveries cannot be accepted on an Owner's and/or Resident's behalf by Security.

2.4 Security or the Dynasty Corporations are not responsible for any delivered goods or personal property that is left in the common areas.

2.5 The Security desk telephones are to be used only by the staff.

2.6 No keys can be accepted by Security.

3. VISITORS

(Also see Section 5 – Parking)

3.1 Visitors are required to use the main entrance on Harding Blvd

3.2 No visitor will be allowed entry to the premises without verbal or written permission of an Owner and/or Resident.

3.3 The outside lots are for parking by visitors of Residents only. Visitors and non-resident Owners are prohibited from parking in reserved outside parking spaces. Visitor parking is not for the use of Residents.

3.4 There shall be no overnight parking in the outdoor parking lots without a parking permit. Visitors who wish to park a motor vehicle in the visitor parking area from 2 - 7 a.m.. must obtain a parking permit from Security. Residents are responsible for ensuring that their overnight guests have proper permits to avoid ticketing and/or towing of the guests' vehicles. Permits will be issued for up to three (3) consecutive days only. Any one vehicle will not be issued a parking permit more than twice in any month. Permits must be prominently displayed in the windshield of the visitor's motor vehicle. An extension of the limit must be authorized by the Property Manager.

3.5 Visitor parking is entirely at Visitors' risk. The Dynasty Corporations, Boards of Directors, Amenities Committee, Security, Property Management and employees are not responsible for any damages and/or losses to visitors' motor vehicles and personal property within the vehicles no matter how caused.

4. HARASSMENT AND INTERFERENCE

4.1 No one shall act in a manner that is deemed by the Boards or Amenities Committee or Property Manager or Security to be unmanageable, rude, disruptive, aggressive, abusive, anti-social, threatening or harassing in nature towards any Board members, members of the Amenities Committee, Management, employees, agents, invitees or contractors of the Dynasty Corporations or Management, Owners, Residents or guests of Residents.

4.2 No one shall interfere with, hinder or impede the Boards, the Amenities Committee, Management, Security or any of their employees or agents from carrying out their duties and obligations pursuant to the Act, the Governing Documents of the Dynasty Corporations or any agreement to which the Dynasty Corporations and/or Amenities Committee are a party.

5. PARKING

(Also see Section 3 – Visitors)

5.1 Only a private passenger automobile, motorcycle, station wagon, mini-van or small pick-up truck with adequate clearance (hereinafter referred to as a "motor vehicle") shall be parked in a Resident's parking space, visitor parking area or other area set aside for motor vehicle parking purposes. No commercial vehicle, defined as all vehicles other than private passenger vehicles and such vehicles commonly used for personal use only, truck, trailer truck, trailer, motor home, boat, snowmobile or other recreational vehicle (or other vehicles as the Boards may wish to exclude from the property from time to time), nor any machinery or equipment whatsoever, and no boxes, shopping carts, containers, tires or other items shall be parked or stored on any portion of the common elements, including a Resident's parking space. Notwithstanding the foregoing, the vehicles of contractors and/or service providers performing work on the premises shall be permitted to park on the common elements as authorized by the Dynasty Corporations, Management and/or the Amenities Committee.

5.2 No motor vehicles may be parked on the surface roadways within the property. These roadways are designated fire routes. Any motor vehicle parked on these roadways will be tagged and/or towed away at the vehicle owner's expense and risk.

5.3 Stopping or parking in the traffic circles in front of each building is <u>not permitted</u> except for dropping off or picking up passengers.

5.4 All Residents must park their motor vehicle(s) in their indoor garage parking space(s) or their reserved outdoor parking space(s).

5.5 No motor vehicle shall be parked in such a way that it extends into the driveways, ramps, access areas or neighbouring spaces.

5.6 No servicing or repairs shall be made to any motor vehicle, including, without limitation, any change of oil or other lubricants or the washing or vacuuming of a motor vehicle, on any part of the common elements. Oil and other motor vehicle leaks or stains are to be cleaned up immediately to prevent soiling of the halls and elevators. Failure to clean up any leaks or stains will result in a cleaning fee being charged back to the Resident and/or Owner responsible.

5.7 No motor vehicle that is not in operating condition or properly licensed for operation shall be parked or left on any part of the common elements.

5.8 No one shall place, leave, park or permit to be placed, left or parked in or upon the common elements any motor vehicle which, in the opinion of the Amenities Committee or Management, may pose a security or safety risk, caused either by its length of unattended stay, its physical condition or its potential damage to the property. Upon seventy-two (72) hours' written notice by the Amenities Committee or Management, the owner of such vehicle shall be required to attend to or remove the vehicle as the circumstances require as directed by the Amenities Committee or Management.

5.9 Speed of all motor vehicles is limited to 10 km/hour.

5.10 All vehicles must obey posted traffic signs on the Dynasty Corporations' property. All stop signs must be obeyed.

5.11 No one shall park or use a motor vehicle in contravention of the parking rules of the Dynasty Corporations in force from time to time. If such should occur, the person is liable to be fined or have the motor vehicle towed away from the property in accordance with city by-laws. In such an event, the Dynasty Corporations, their directors, officers, employees or agents shall be not liable whatsoever for any damages, costs or expenses howsoever caused to such motor vehicle or to the Resident and/or Owner responsible.

6. BICYCLES

6.1 Bicycles must not be parked or stored on any part of the common elements except in accordance with the rules of each of the Dynasty Corporations, as applicable.

6.2 Any bicycles chained to or left by any trees, gardens, posts, rails, etc. located throughout the common elements, except for bicycles locked to bicycle racks provided by the Amenities Committee for such purpose, will be removed and/or impounded at the bicycle owner's expense.

6.3 Safety practices must be observed at all time by cyclists when on the property.

6.4 Bicycles are not permitted to be taken through the Dynasty Recreation Centre including the sun deck area.

7. PETS

7.1 A "seeing eye" or other service animal is not considered a pet.

7.2 When a pet pollutes the grounds or common areas, the pet owner must clean after it. Owners and/or Residents with pets are required to "stoop and scoop" when their pets befoul the grounds. Should a pet owner fail to clean up after his or her pet as aforesaid, the pet shall be deemed a nuisance and the Owner of the unit in which the pet resides or whose guest brought the pet onto the premises will be charged a cleaning fee by the Amenities Committee.

7.3 Pets may not be permitted to create any inconvenience, or disturbance on or about the Dynasty premises.

7.4 All dogs must be leashed at all times in all common areas and on the grounds. No roaming is allowed.

7.4 No pet that is deemed to be a nuisance by the Amenities Committee or the Property Manager (in their sole and absolute discretion) shall be permitted on any part of the common elements. Any Resident that keeps a pet on the property or any part thereof which has been deemed a nuisance by the Amenities Committee or the Property Manager shall, within two weeks of receipt of a written notice from the Amenities Committee or the Property Manager requesting the removal of such pet, permanently remove such pet from the property.

7.5 The cost to repair any damage caused by a pet to the common elements is the responsibility of the pet owner, and the Owner of the unit in which the pet resides or whose guest brought the pet onto the premises is liable for all costs and expenses incurred by the Dynasty Corporations to repair such damage and any costs incurred shall be recoverable in accordance with Rule 1.2.

8. SMOKING

8.1 Smoking is not permitted in the Dynasty Recreation Centre including the halls, stairwells and sundeck and is not permitted outside within 9 meters (29.5 feet) of the Dynasty Recreation Centre Building.

9. COMMON AREAS

9.1 No building, structure or tent shall be erected and no trailer shall be placed, located, kept or maintained on any of the common areas, including, but not limited to, any parking area.

9.2 No auction or garage sale shall be held on any of the common areas, including, but not limited to, any parking area, unless such auction or garage sale has been organized by the Dynasty Corporations for all Residents to participate in.

9.3 Save as otherwise provided or contemplated in the Declarations of the Dynasty Corporations, the sidewalks, lobby passageways, walkways and driveways used in common shall not be obstructed or used for any purpose other than for entering and exiting to and from the units and/or the common areas.

9.4 No radios, iPods, laptops, portable video games, DVD players and similar devices shall be used by Owners and/or Residents in or on the common areas except with earphones and at a volume which no other person can hear, unless specifically provided to the contrary in these Rules.

9.5 No one shall harm, mutilate, destroy, alter, remove or litter any of the landscaping work on Dynasty property, including grass, trees, shrubs, hedges, flowers or flower beds, nor shall anyone uproot existing plants, shrubs, trees, flowers nor plant any new shrubs, flowers, hedges, or trees anywhere upon the common areas.

9.6 No food or beverage consumption is permitted in the common element hallways, stairwells and lobbies with the exception of water in plastic/metal containers.

9.7 Owners shall not place, leave or permit to be placed or left in or upon the common elements, any debris, refuse or garbage.

9.8 Individuals are not permitted to play or congregate in the lobby, parking areas, driveways, landscaping or flower gardens. No one shall use the lobby and/or common areas for any purpose which may interfere with the use and enjoyment of the property by Owners and/or Residents, including, but not limited to, canvassing or loitering. Rollerblading, skateboarding and similar activities are not permitted anywhere on the common elements.

9.9 Residents are required to wear proper attire (shoes, shirts and bathing suit cover-ups) when using common hallways and entrances.

9.10 No one shall conduct business on the common elements, including the Dynasty Recreation Centre.

9.11 No fireworks may be set off on the property.

10. DYNASTY RECREATION CENTRE - GENERAL

10.1 The Dynasty Recreation Centre includes: the swimming pool and whirlpool, saunas, change rooms, sun deck, barbeque area, tennis courts, squash and racquetball courts, exercise room, games room, party room, library/card room and movie room.

10.2 Except where specifically provided otherwise in these Rules, the Dynasty Recreation Centre is open daily during the hours of 5:00 a.m. to 11:00 p.m.

10.3 Use of all facilities is entirely at your own risk. The Dynasty Corporations, Boards of Directors, Amenities Committee, Security, Property Management or any authorized agent of the foregoing are not responsible for accidents, injuries, lost or stolen personal property, or any other damages, howsoever caused.

10.4 The minimum age for unaccompanied users of the recreation facilities is 16 years. Anyone under the age of 16 must be accompanied and supervised by an adult Owner and/or Resident. The term "adult" as used in these Rules shall mean a person over the age of 16 years.

10.5 As there are no medical facilities available in the building, those on medication, with respiratory and/or heart problems or other physical disabilities are urged to consult a physician before using any of the Dynasty Recreation Centre facilities.

10.6 No one shall use the Dynasty Recreation Centre facilities while under the influence of alcohol, tranquilizers or other drugs that cause drowsiness. The Dynasty Recreation Centre is for the sole use and enjoyment of Residents, subject to the temporary use by permitted guests of Residents as provided for in these Rules. Non-resident Owners are prohibited from using any of the Dynasty Recreation Centre facilities unless they are guests of and accompanied by a Resident.

10.7 Except for the exercise room, a maximum of four 4 guests per unit are permitted at any one time to use all or any of the Dynasty Recreation Centre facilities. Guests must be accompanied by an adult Resident at all times.

10.8 Each Resident is responsible for ensuring that his or her guest(s) are fully aware of all Rules and comply with the Rules.

10.9 Pets are not allowed in the Dynasty Recreation Centre at any time.

10.10 Except in the party room and where specifically provided otherwise in these Rules, radios, iPods, laptops, video games, DVD players and similar devices shall not be used by Residents and their permitted guests in the Dynasty Recreation Centre without earphones and at a volume which no other person can hear.

10.11 The use of the Dynasty Recreation Centre facilities may be restricted during organized activities of the Dynasty Corporations, Management and Amenities Committee.

10.12 Guest privileges, hours of use, fees and deposits may vary from time to time at the discretion of the Amenities Committee.

10.13 Appropriate attire is to be worn at all times while using the Dynasty Recreation Centre; at least robes and footwear are to be worn when moving to/from and throughout the Dynasty Recreation Centre.

10.14 No food or drink, with the exception of water in plastic/metal containers, is allowed anywhere in the Dynasty Recreation Centre facilities.

10.15 Running, boisterous behaviour, yelling and general misconduct are not permitted and will result in the removal of those found to be in breach of this Rule. The Amenities Committee, Property Manager, and/or Security, including the Recreation Centre Coordinator, shall have the unfettered discretion to determine what constitutes "boisterous behaviour".

10.16 Loitering is not permitted in the Dynasty Recreation Centre.

10.17 All occupants of the Dynasty Recreation Centre will use respectful language. Any foul language will result in the removal of those found in disrespect of this Rule.

10.18 No furniture is to be removed from any of the Dynasty Recreation Centre facilities at any time except as authorized by the Property Management Office.

10.19 Security may request individuals to provide them with information regarding the building and unit in which they reside or are visiting. Upon the implementation of a photo ID card system, this will include showing the card at all visits to the Dynasty Recreation Centre when required.

10.20 No one shall conduct a business in the Dynasty Recreation Centre.

10.21 The costs related to any damage to the Dynasty Recreation Centre caused by a Resident and/or his or her guest(s) is the responsibility of the Resident and/or the Owner of the unit in which the Resident resides.

11. SWIMMING POOL & WHIRLPOOL

11.1 Adult only swim hours (16 years+) and Residents only swim hours must be adhered to according to the posted signs in the pool area, which may vary from time to time.

11.2 The maximum number of bathers permitted in the swimming pool at any one time is 10.

11.3 The maximum number of bathers permitted in the whirlpool at any one time is 6.

11.4 It is strongly recommended that no one use the swimming pool or whirlpool if they are alone.

11.5 All children under the age of 16 must be supervised by an adult Owner and/or Resident who is present in the pool area. That adult must be within easy reach of the child.

11.6 Proper swimwear is required to be worn in the swimming pool, whirlpool and surrounding area at all times - trunks for men, one or two piece suits for women.

11.7 All persons with shoulder-length hair or longer must have hair tied back while in the swimming pool or whirlpool.

11.8 No glass containers or breakable objects of any kind are permitted within the swimming pool and whirlpool areas.

11.9 Inflatable children's toys, water games equipment and similar items are not permitted in the swimming pool. Personal inflatable floatation devices and similar life saving devices may be worn if necessary for the user to safely use the swimming pool.

11.10 Do not use the swimming pool or whirlpool if you have an open sore or rash, or are experiencing nausea, vomiting or diarrhea. No person infected with a communicable disease or having open sores on his or her body shall enter the swimming pool or whirlpool.

11.11 Every bather must take a cleansing shower using soap and warm water before entering the swimming pool and whirlpool areas, including returning from the sun deck.

11.12 The use of oils, creams and lotions of any kind is not permitted while using the swimming pool or whirlpool. Suntan oils, lotions, creams or other such pre-tan or sun preparations must be thoroughly washed off with soap and water before entry or re-entry into the swimming pool or whirlpool.

11.13 Do not enter or remain in the whirlpool if a drain cover or suction fitting is loose, broken or missing.

11.14 Each person shall enter and exit the whirlpool slowly, observe reasonable time limits (10 – 15 minutes) and cool down before returning to the whirlpool.

11.15 It is recommended that pregnant women, young children, persons suffering from heart disease, diabetes or high blood pressure should not enter the whirlpool against medical advice.

11.16 No person shall pollute the water in the swimming pool or whirlpool in any manner. Spitting, spouting of water and blowing the nose in the swimming pool or whirlpool or on the deck are prohibited.

11.17 Any child under the age of three (3) and any child who is not toilet trained regardless of age, must wear special swim diapers.

11.18 Do not play or swim near drains or suction devices.

11.19 Running anywhere in the swimming pool/whirlpool area is not permitted. No one shall jump into the pool in a manner that that interferes with the use and enjoyment of the pool by others.

11.20 Diving is not permitted.

11.21 In the event of an emergency, use the wall phone to call Security and/or 9-1-1.

11.22 No bundle buggies, strollers, carts, folding chairs, or any articles which may restrict the use, clutter the pool area or are construed as a safety or health hazard can be brought into the pool/deck area.

11.23 Anyone not following the above Rules will be asked to leave the swimming pool/whirlpool area immediately.

12. SAUNAS

12.1 It is strongly recommended that no one use the sauna alone.

12.2 Prolonged use of the sauna may be injurious to your health; 5-15 minutes of use may be excessive for some individuals. Please consult your physician before using.

12.3 Glass or metal containers, breakable objects, strollers, newspapers, magazines, bundle buggies, etc. are not permitted in the saunas.

12.4 No one shall tamper with sauna temperature controls or add water to the elements. Water is not permitted to be poured over any part of the heater. The saunas use a dry heater.

12.5 The sauna door must not be left open. This causes heat loss and adds stress and overworks the heating elements.

12.6 The use of oils, lotions, or creams of any kind is not permitted in the saunas.

13. CHANGE ROOMS

13.1 Under no circumstances may children over the age of three years enter a change room of the opposite sex whether supervised or not.

13.2 No powder may be used within the change rooms as this creates a slippery, hazardous situation.

14. SUN DECK

14.1 Running, yelling, ball throwing, playing or other horseplay is not permitted on the sun deck and surrounding area.

14.2 When using deck or lounge chairs, it is necessary to protect the furniture from oils or lotions by fully covering the chairs with towels.

14.3 Sun deck furniture shall not be moved from the sun deck to the swimming pool and whirlpool area.

14.4 No one shall bring glass containers or any other breakable object onto the sun deck area. (Rule 10.15 applies here as well).

14.5 The sun deck cannot be reserved for private parties.

14.6 Doors from the pool to the sun deck shall remain closed, except in cases of emergency

14.7 Not more than 15 people are permitted on the sun deck at any one time.

15. BARBECUE AREA

15.1 Permitted hours of use are 8:00 a.m. to dusk. To be used on a first come first served basis by Residents.

15.2 Clean barbecues and tables following use.

15.3 Deposit any garbage in receptacles prior to leaving.

15.4 Radios and similar devices are permitted at the barbecue area if used with consideration.

15.5 For safety reasons, the barbecues are not to be used during high winds.

15.6 While the barbecues are lit, they are not to be left unattended.

15.7 Extinguish barbecue fires when not in use.

15.8 Keep all combustibles at least 2 meters (6.5 feet) from the barbecues.

15.9 Children must be closely supervised at all times.

15.10 Burners and portable barbecues are not permitted on picnic tables.

16. TENNIS COURTS

16.1 Permitted hours of use are 8:00 a.m. to dusk.

16.2 The tennis courts are to be used only when the nets are in place.

16.3 A maximum of four (4) players per court will be enforced (except for authorized training sessions).

16.4 The Amenities Committee has the right to establish, at its discretion, a minimum age for use of this facility.

16.5 Bookings for tennis courts may be made up to seventy-two (72) hours in advance, at the Recreation Centre Desk.

16.6 The Resident reserving the court must sign in at the Registration Desk before going to the court.

16.7 Notwithstanding Rule 10.8, three (3) guests are permitted to play and must be accompanied by the Resident. The Resident must be a participant in the game.

16.8 Playing time is limited to 60 minutes starting on the hour and courts must be vacated promptly once playing time has expired.

16.9 A court reservation will be forfeited if not used within 10 minutes of the time booked.

16.10 Play for two (2) successive periods is not permitted by Residents from the same unit or combination of units. However, if a court is not in use, these same players may reserve said court at the registration desk 10 minutes after the normal time of booking.

16.11 Residents may reserve a court

16.12 Proper shoes which will not mark or damage the courts must be worn while using the courts. Most black or blue soles leave marks. Street shoes or running shoes are not permitted.

16.13 Only official tennis balls and racquets may be used on the courts and are to be supplied by each player.

16.14 As a courtesy to other players, cancellations are to be made well in advance of booked playing times. Repeated abuse of this reservation privilege may result in the Resident not being allowed to make future reservations.

16.15 Observers must watch from outside of the enclosure.

17. SQUASH AND RACQUETBALL COURTS

17.1 Last booking start time is 10:00 p.m. daily.

17.2 Safety precautions must be taken at all times to prevent personal injury or damage.

17.3 Safety goggles are to be worn at all times while on the courts.

17.4 Notwithstanding Rule 10.8, three (3) guests are permitted to play and must be accompanied by the Resident. The Resident must be a participant in the game.

17.5 Children under the age of 16 years are not allowed on the courts.

17.6 Only official squash and racquetball balls and racquets may be used on the courts.

17.7 Players must reserve a time on the register provided for this purpose, at the Recreation Centre Desk.

17.8 Playing time is 45 minutes for squash and 60 minutes for racquetball.

17.9 Only the type of game that the court is designed for is allowed to be played on the courts. The racquetball court also includes volleyball and badminton games or other non-damaging exercise activities when pre-booked and approved by the Property Manager.

17.10 Proper shoes which will not mark or damage the courts must be worn while using the courts. Most black or blue soles leave marks. Street shoes or running shoes worn regularly out-of-doors, are not permitted on the courts.

18. EXERCISE ROOM

18.1 Use of the exercise room is restricted to **Residents only**.

18.2 Safety precautions must be taken at all times to prevent personal injury or damage.

18.3 Children under the age of sixteen (16) are not permitted in the Exercise Room at any time

18.4 Wet or dry swimwear, bathrobes and similarly unsafe and unacceptable attire is not to be worn while using the equipment in the exercise room. Non-marking athletic shoes must be worn while in the exercise room.

18.5 All machinery or equipment in the exercise room must be wiped dry of any perspiration after each use.

18.6 No equipment is to be moved from the exercise room. No equipment is to be moved from their original position within the exercise room except balls, mats, and steps..

18.7 Complaints by others using the facility will result in the offending party being removed from the exercise room.

18.8 Booking the treadmill can be done up to seventy-two (72) hours in advance by signing in on the Dynasty Recreation Centre log sheet.

18.9 The treadmill booking will be forfeited if not used within ten (10) minutes of the time booked. The individual who arrives late is not entitled to continue the booking into the next time slot.

18.10 Individuals using equipment will relinquish that equipment to the individual who has a reserved time within the 10 minute grace period.

18.11 Proper shoes which will not mark or damage the floors must be worn while using the exercise room. Most black or blue soles leave marks. Street shoes or running shoes worn regularly out-of-doors as well as sandals and open-toed shoes are not permitted in the exercise room.

19. GAMES ROOM

19.1 Children must be at least 16 years of age to play billiards!

19.2 Billiard balls are to be used for their intended purpose only (e.g. not rolled on the floor).

19.3 Upon completion of play, all equipment must be tidied up and returned to its original storage place.

19.4 Playing time is 60 minutes.

19.5 Swimwear, wet or dry, bathrobes, etc. are not appropriate attire in the games room.

19.6 Table tennis tables are not to be moved from their designated location.

19.7 Proper shoes which will not mark or damage the floors must be worn while using the games room. Most black or blue soles leave marks. Street shoes or running shoes worn regularly out-of-doors, are not permitted in the games room.

20. PARTY ROOM

20.1 The party room is available on a reservation basis to Residents only, for non-commercial activities. All inquiries for bookings are through the Management Office.

20.2 Use of the party room is not available past 12:00 midnight.

20.3 The enjoyment of food and beverages, is permitted in the party room, subject to such restrictions, as the Property Manager and/or Amenities Committee may decide from time to time.

20.4 The Amenities Committee and individual Dynasty Corporations retain priority use of the party room.

20.5 The party room can be booked for private functions by contacting the Management Office. All bookings require a signed Party Room Rental Agreement (Schedule "A") and the payment of appropriate fees, such amounts to be determined by the Amenities Committee at the time of booking. The room shall be considered to be booked only when the application and required payments have been completed and received. This shall be no later than five (5) business days prior to the event date.

20.6 The party room shall be used only for the purpose specified in the Party Room Rental Agreement and Management may refuse any group or function which it deems, in its sole and unfettered discretion, to be incompatible with or inconvenient to the Residents.

20.7 A minimum of one guest the age of 18 years or older must be present in the party room for every ten guests under the age of 18 years, for the duration of a private function.

20.8 A party security guard must be directly contracted and paid for by the Resident booking the party room. The guard is to be hired from the current security service provider for the Dynasty Corporations for a minimum of four (4) hours and until the event is finished. The Property Manager will provide the necessary telephone contact numbers for contacting the security firm. Written confirmation of the arrangements must be provided to the Property Manager no later than 48 hours prior to the event.

20.9 In addition to any other fees charged, a $650 damages and cleaning deposit, or such other amount as may reasonably be set by the Amenities Committee from time to time, shall be payable by certified cheque or money order to the Dynasty Corporations at the time of booking. The deposit will be refunded provided that the party room and common element areas used are left in a clean and tidy condition and no damage has been caused subject to the terms and conditions of the rental agreement.

20.10 The cost to repair any damages and/or complete any required cleaning will be deducted from the deposit. Any further damage over and above the security deposit will be handled in accordance with Sec. 1.2 (Enforcement). Charges over and above the deposit. will be invoiced to the Owner of the unit in which the Resident resides and subject to lien upon refusal to pay.

20.11. The party room may not be used for functions for which payment and/or an admission fee is required, except for events held on behalf of a registered charity. Management may require

proof of such charity's status at the time of booking. The Dynasty not for profit bingo game is presently being allowed at the discretion of the Amenities Committee.

21. LIBRARY/CARD ROOM

21.1 Card games are for recreational purposes only. Gambling is not permitted at any time.

21.2 Excessive noise (e.g. shouting, iPod use at high volumes) is prohibited and users of the library/card room must not disturb the comfort and enjoyment of other persons using the room.

21.3 Swimwear, wet or dry, bathrobes, etc. are not appropriate attire in the library/card room.

22. MOVIE ROOM

22.1 The movie room shall be open during movie nights and televised special events subject to the operating hours of the recreation centre and closed at all other times.

21.2 Swimwear, wet or dry, bathrobes, etc. are not appropriate attire in the movie room.

SCHEDULE "A"

PARTY ROOM RENTAL AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20__,

BETWEEN:

York Region Condominium Corporation No. 741, York Region Condominium Corporation No. 755 and York Region Condominium Corporation No. 765
(collectively hereinafter called the "**Licensor**")

OF THE FIRST PART

- and -

_____
(hereinafter called the "**Licensee**")
[person who is a registered owner of a unit in a Licensor corporation, a spouse of such registered owner, or a named tenant or sub-tenant of such owner]

ADDRESS: _____

SUITE: _____ **TELEPHONE:** _____

EXPECTED NUMBER OF GUESTS: _____

OF THE SECOND PART

WHEREAS the Licensee has requested to reserve the Party Room from _____ to _____ on _____ for the purpose of a _____ *[specify type of function]* (the "**Function**"). The estimated number of people to be in attendance, including all guests, caterers, staff, musicians, etc., is _____.

AND WHEREAS the Licensor has consented to the Licensee reserving the Party Room during the time and for the purpose indicated above, on the following terms and conditions only.

NOW THEREFORE in consideration of the Licensor consenting to the Licensee's use of the Party Room during the time and for the purpose set out above, the Licensee acknowledges and agrees as follows:

1. The Licensee must be in attendance throughout the Function.

2. In accordance with applicable fire regulations, the maximum number of persons allowed to be present in the Party Room at any one time is ninety-nine (99).

3. The Licensee is responsible to ensure that any furniture that has been moved is put back in its original place.

4. The Licensee is responsible to ensure that the Party Room and the common elements of the Licensor (the "**Property**") are left in good order and clean and that all garbage has been arranged for disposal (i.e. properly bagged, tied and left neatly inside the kitchen).

5. Any expense incurred by the Licensor for additional cleanup, repairs or furniture moving on behalf of the Licensee shall be paid by the Licensee, (in accordance with section 1.2 of the Rules.)

6. The Licensee is responsible for providing directions to the Party Room for his/her guests. **NO ADDITIONAL SIGNS** are to be posted in the hallways or lobby and **DOORS ARE NOT TO BE LEFT AJAR AND UNATTENDED** for people to enter.

7. The Licensee is responsible for his/her guests' behaviour. If in the opinion of the Licensor or its representative, the Licensee cannot or will not control the behaviour of his/her guests, and the situation in the Licensor's opinion or its representative's opinion has deteriorated to an unsatisfactory level, the Licensor or its representative on duty will have the full authority to terminate the Function immediately and ask all persons to leave the premises; and/or the police may be called to assist the representative in controlling the situation. Management and the Amenities Committee may refuse any group or function which it deems, in its sole and unfettered discretion, to be incompatible with or inconvenient to the Residents.

8. The Licensee is responsible to ensure that a minimum of one Resident, 18 years of age or older, is present in the Party Room at all times during the Function. In addition to the foregoing, a minimum of one guest the age of 18 years or older must be present in the Party Room for every ten guests under the age of 18 years, for the duration of the Function.

9. The Licensee is responsible to contract and pay the cost of a security guard. The security guard must be hired from the Licensor's security provider for the duration of the Function. **The cost per hour is $_____ plus H.S.T. for a minimum four (4) hour shift.**

10. The Licensee is responsible for any and all loss, cost or damage to the Property caused by the Licensee and/or anyone attending the Property to attend the Function, or by reason of, or arising out of the reservation and use of the Party Room, and all costs will be the full responsibility of the Licensee and the Licensee agrees to pay the costs involved in restoring the Property to its original condition (in accordance with section 1.2 Enforcement, of the Rules).

11. The Licensee is responsible to ensure that the exits will be kept free from obstructions at all times.

12. The Licensor is not responsible for loss or damage to any personal property or for personal injury to the Licensee or his/her guests, however caused.

13. The Function is to be confined to the Party Room mentioned as part of this Agreement. **No drink or food is allowed on any other part of the Property outside the Party Room. Individuals attending the Function may not loiter outside the building or in the vestibule areas.**

14. The Licensee is responsible for the preservation of proper order and decorum and to ensure no disturbances to, or disruption of the ongoing activities in the Property. **IN ORDER TO MAINTAIN THE QUIET PEACE AND ENJOYMENT OF THE RESIDENTS OF THE LICENSOR, THE PLAYING OF MUSIC WILL CEASE NO LATER THAN 11:30 P.M. THE FUNCTION MUST FINISH NO LATER THAN 12:00 MIDNIGHT, INCLUDING ALL POST-USE CLEAN UP.**

15. The Party Room is not to be used for any commercial purpose. It is agreed that the premises will not be used for any immoral or offensive use and by way of specific example, "strip" shows, or similar live performances. Pornographic films may not be shown. The Licensee is responsible for full compliance with any legal or regulatory obligations and will fully indemnify and hold harmless the Licensor from any breach thereof.

16. The Licensee agrees to obtain any and all permits, licenses or consents that may be required in connection with the use of the Party Room by the Licensee for the Function, and to obtain such permits, licenses, and consents at his/her own expense prior to the reservation date set about above, and to have licenses, permits and consents posted or available for inspections, as may be required.

17. The Licensee is responsible to ensure that catering contractors do not bring propane tanks on site for the purposes of cooking and/or warming food.

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

19. The use of confetti, rice and aerosol string is not permitted.

20. The Licensor is not to leave any fire hazards including butaine and other flammable substances.

21. Guests shall enter and exit through the Property Management Office entry.

22. No additional signs are to be posted in the hallways or lobby and doors are not to be left ajar and unattended for people to enter.

23. The Licensee shall pay to the Licensor, the following amounts: $650 damages and cleaning deposit.

24. The Deposit will be used to pay all costs and/or expenses, including but not limited to security, cleaning, repairs, any legal expenses incurred by the Licensor as a result of any breach of this Agreement, the Condominium Act or the Declaration, By-laws or Rules governing the Licensor with respect to the reservation of the Party Room. Any monies not deducted from the Deposit will be returned to the Licensee as soon as a final determination of all expenses has been made. (See Sec. 20.10, Party Room)

25. The Licensee is responsible to ensure full compliance by everyone, but not limited to the caterer, suppliers and all other personnel, staff and guests, with the special instructions attached hereto as Addendum 1.

26. Smoking is not permitted in the Party Room, the Dynasty Recreation Centre and within 9 meters (29.5 feet) of the building.

27. The Licensee shall use the Property at his/her own risk and he/she and his/her guests hereby forever release the Licensor, its board of directors and agents from any liability for any loss, damage or injury suffered as a result of or in relation to the Licensee's or his/her guests' use of the Property.

28. The Licensee shall indemnify and save harmless the Licensor, its officers, employees and agents from any and all liability and from all claims and demands arising out of misuse of the Property, damage or injuries to persons or property, from any cause whatsoever, in or about or in any way connected with the Property and defend all suits which may be brought against the Licensor, its officers, employees and agents in respect of any such claim or demand and pay all the judgments, fines or penalties that may be rendered against the Licensor its boards of directors, officers, employees and agents on account thereof.

29. The Licensor reserves the right to inspect the Party Room prior to and during the Function.

30. The Licensor reserves the right in appropriate circumstances, acting reasonably, to terminate this Agreement with a minimal amount of notice.

_____

Property Manager

I confirm that I have received a signed copy of this Agreement for my records and I acknowledge that I have read all the above terms, understand them all completely and agree to comply with such terms all respects.

_____

Owner/Resident

ADDENDUM 1

SPECIAL PARTY INSTRUCTIONS

Catering, Rentals, Deliveries

- Upon arrival at the site, everyone must check in with Security. All vehicles must park in a space so designated by the Licensor.

- Suppliers of crockery/cutlery/party items, etc., shall use the Property Management Office entry. The supplier will under no circumstances be permitted to park and/or stand a vehicle in the front driveway of buildings 20, 30 or 40. Suppliers may not leave a vehicle in a fire lane.

- The delivery and pickup of heavy items such as tables, chairs, etc., shall be arranged with the Property Management Office.

General Building Rules

- **SMOKING IS PROHIBITED IN THE BUILDING AND WITHIN 9 METERS (29.5 FEET) OF THE BUILDING.**

- Garbage, properly secured in the appropriate bags, is to be left neatly arranged in the Party Room kitchen.

- **THERE SHALL BE NO PROPANE TANKS BROUGHT ON-SITE FOR ANY PURPOSE INCLUDING THE PURPOSE OF COOKING AND/OR HEATING FOOD**

- Catering staff may not leave any doors ajar.

- The Party Room must be empty and clear with all post-use clean up completed by 12:00 midnight.

_____ _____

Signed **Dated**