



Friday, February 8, 2019

**RE: Toronto Standard Condominium Corporation No. 2368
Update to Rules and Regulations**

Dear Owners at Emerald City One,

The Rules have been updated, and a fully revised copy is attached for your information. The *Condominium Act of Ontario*, reinforced by the Declarations and By-laws of the corporation comprising Toronto Standard Condominium Corporation No 2368, 70 Forest Manor Road, requires the Boards to establish the Rules respecting the use of Common Elements.

This is notice to all unit owners that the Board of Directors for the Corporation, during a duly constituted Board of Directors meeting held on January 31, 2019, unanimously passed the attached Rules.

As provided by the Act, rules become effective thirty days after notice is given to each owner unless the Board receives a requisition for a meeting to discuss the rules within the thirty-day period following the notice.

According to the *Act*, each Owner and Resident is bound by and shall comply with the Act and the Corporations' Declarations, By-laws and Rules. Further, each Resident has a right to the compliance by the other Residents and owners with the Act, the Declaration, By-laws and Rules. Please save the updated Rules of TSCC 2368 (and discard the former version) and ensure that you pass it on to future owners or tenants of your suite.

We urge you to review these Rules carefully and to abide by them, so that all of us may enjoy our wonderful home at 70 Forest Manor Road.

Sincerely,

Caroline Coitino

Condominium Property Manager
City Sites Property Management Inc.
Agents for and On Behalf of TSCC 2368 Emerald City I



EMERALD CITY ONE

RULES AND REGULATIONS

January 31, 2019

The following Rules made pursuant to the Condominium Act, 1998, (the "**Act**") shall be observed by all Owners (collectively, the "**Owners**") and any other person(s) occupying the Unit with the Owner's approval, including, without limitation, members of the Owner's family, his/her tenants, guests, invitees, servants, agents and contractors.

Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, or his/her family, guests, servants, agents or occupants of his/her Unit, shall be borne and/or paid for by such Owner in the same manner as Common Expenses.

1. GENERAL

- (a) Use of the Common Elements and Units shall be subject to the Rules which the Board may take to promote the safety, security or welfare of the Owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements and of other units.
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all Unit Owners and occupants, their families, guests, visitors, servants or agents.
- (c) Any losses, costs or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by any Owner or occupants, his/her family, guests, visitors, servants or agents shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.
- (d) Units shall be used only for such purposes as provided for in the Corporation's Declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any Unit. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies shall be strictly observed.
- (e) Guests using the Party Room and Theater must be accompanied by at least one resident over the age of eighteen (18) years. A maximum of two (2) guests per suite are allowed, except for

reserved and paid events in the Party room and Theater.

- (f) There is no guests allowed in the Gymboree or the Fitness Room.
- (g) To ensure privacy, cameras, cell phones and portable electronic devices that can be used to capture images, and/or video, are not permitted in any change room, the pool and the fitness area.

2. QUIET ENJOYMENT

- (a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners or their respective families, guests, visitors, servants and persons having business with them.
- (b) No noise shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise is being transmitted to another Unit and that such noise is an annoyance or a nuisance or disruptive, then 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 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 hereby incurred in abating the noise (including reasonable solicitor's fees).
- (c) No auction sales, private showing or public events shall be allowed in any Unit or the Common Elements.
- (d) Firecrackers or other fireworks are not permitted in any Unit or on the Common Elements.
- (e) Any renovations or major repairs to the Units shall be made only Monday – Friday 9 am to 6 pm (excluding Stat. holidays).
- (f) Please note any drilling into must be done only Monday – Friday 9 am to 6 pm (excluding Stat. holidays)

3. SECURITY

- (a) Owners shall supply to the Board the names of all residents and tenants of all dwelling Units.
- (b) Residents are to immediately report any suspicious person(s) seen on the property to the Manager or its staff.
- (c) No duplication of Common Element keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.

- (d) Under no circumstances shall building access or common element keys be made available to anyone other than the Resident.
- (e) No visitors may use or have access to the Common Elements and facilities unless accompanied by a Resident.
- (f) Building access doors shall not be left unlocked or wedged open for any reason.
- (g) Service elevator availability shall be allocated by the Manager in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission and as scheduled by the Manager.
- (h) No Owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks.
- (i) If guests are given permission to occupy a residential unit during a resident's absence, the Corporation 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.
- (j) 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 established by the Board of Directors, and the Occupancy Standard.
- (k) The concierge desk will be staffed as per the security hour schedule.
- (l) The Concierge keeps a registered list of authorized entry for personal who have gained advance written permission from Management to enter the Corporation in the absence of the Owner. After proper identification has been shown to the concierge, the personal will be allowed entrance to The Corporation, its owner, directors, employees and Property Management take no responsibility or assume no liability for any acts of personal and the Owner hereby release all of same.

4. SAFETY

- (a) No storage of any combustible or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements.
- (b) No propane or natural gas tank shall be kept in any of the Units or Exclusive Use Common Elements.
- (c) No outdoor cooking or barbeques shall be permitted in any Unit or exclusive use Common Element, except electrical BBQ's at the Boards discretion.
- (d) No Owner or occupant shall overload the existing electrical circuits in their Unit and shall not alter in any way the amperage of the existing circuit breakers in their Unit.
- (e) Water shall not be left running unless in actual use.

- (f) Nothing shall be thrown out of the windows or the doors of the Units or off the balconies.
- (g) No Owner or occupant shall do, or permit anything to be done in his/ her Unit or bring/ keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on the Condominium, or on property kept therein, or obstruct or interfere with the rights of other Owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any Insurance Policy carried by the Corporation or any Owner or conflict with any of the Rules and ordinances of the Board of Health or with any statute or municipal By-law.
- (h) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her Unit or adjacent Common Elements. Each Owner shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all Owners shall fully cooperate with the Manager to provide access to each Unit for the purpose of conducting a treatment program to eliminate any incident of pests, insects, vermin or rodents within the building.
- (i) Smoking is prohibited in all common areas except as may be designated as a smoking area by the Board. Designated area is the fifth-floor terrace. No smoking 9 meters of any building entrance or exit.
- (j) No rollerblades, roller-skates, or skateboards shall be permitted to be used in the Common Elements.
- (k) Fire route must be kept clear at all times.

5. COMMON ELEMENTS

- (a) No one shall harm, mutilate, destroy or alter the Common Elements or any of the landscaping work on the property.
- (b) No awnings, foil paper or shades shall be erected over or on the outside of the windows, balconies, and/or terraces.
- (c) No equipment owned by the Corporation shall be removed from the Common Elements by, or on behalf of, any Owner or occupant of a Unit.
- (d) No exterior painting shall be done to the Units or any part of the exclusive use Common Elements appurtenant to a Unit, including without limitation, the railings on a balcony and/or terrace.
- (e) The passageways and walkways which are part of the Common Elements shall not be obstructed by any of the Owners or occupants or used by them for any purpose other than for ingress and egress to and from a Unit or some other part of the Common Elements.
- (f) Any physical damage to the Common Elements caused by an Owner or occupant,

his/her family, guests, visitors, servants, or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such Owner or occupant.

- (g) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window or door.
- (h) No building or structure or tent shall be erected, placed, located, kept or maintained on the Common Elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the Common Elements.
- (i) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Common elements are neat and clean at all times.
- (j) Pets are not allowed to be left unsupervised within Common Elements, which are Exclusive Use Common Elements.
- (k) Pets are not permitted to defecate or urinate on any Exclusive Use Common Elements and Common Elements (including urination pads and litter boxes)
- (l) Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on exterior walls, doors or windows of the Condominium, including awnings and/or storm shutters, except with the prior written consent of the Board, and further, when approved, subject to the Rules.
- (m) No television antenna, satellite dish, aerial, tower or similar structure shall be erected on or fastened to any unit or on any part of the common elements, without the prior written consent of the board. This restriction shall not apply to telecommunication equipment installed within the boundaries of a telecommunication unit of the Condominium.

6. PETS

- (a) No Owner, occupant or visitor to a Residential Unit shall maintain, keep or shelter any animals, livestock, reptiles or fowl therein, other than not more than two (2) household pets. The term "household pet" shall mean a caged bird, an aquarium fish, a domestic cat or a dog. Water aquariums cannot exceed 60 gallons. Additional pets may be housed within a Residential Unit only upon the written consent of the Board, which consent may be arbitrarily withheld. Notwithstanding the generality of the foregoing, no 'attack dogs', as may be classified by the Corporation in its sole and unfettered discretion, shall be allowed in any Unit.
- (b) No animals, livestock or fowl, other than household pets, as defined above, are permitted to be on or about the Common Elements, including the Exclusive Use Common Elements, except for ingress to and egress from a Residential Unit.
- (c) All dogs and cats must be kept under personal supervision and control at all times

while on or about the Common Elements.

- (d) Unless within a Residential Unit, all dogs and cats shall be kept or held in the hands of their owner or accompanying person or upon a short lead, leash or chain, and this provision shall be applicable to the whole of the Common Elements, whether interior or exterior.
- (e) No animal 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 such waste and save harmless the Corporation from any expense in connection therewith and it is hereby understood that the minimum charge for the removal of excrement from the Property by the Corporation shall be seventy five (\$75.00) dollars pre removal chargeable against the Owner in whose Unit the animal is a residing or which Unit the pet is visiting.
- (f) Anyone who keeps an animal on the Property contrary the Declaration or the Rules shall within two (2) weeks of receipt of a written notice from the Board or the Manager requesting removal of such animal, permanently remove such animal from the Property.
- (g) No breeding of animals for sale shall be carried within a unit.

7. RESIDENTIAL UNITS

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for the purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, and or other substances shall be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the Owner who, or whose, tenant, family, guest, visitor, servant or agent shall cause it.
- (b) No Owner or occupant shall make major plumbing, electrical, mechanical, structural or television cable alteration in or to his/her Unit without the prior consent of the Board.
- (c) No de-icing chemicals shall be used on exclusive use balconies and/or terraces.
- (d) No garburators shall be installed in any Residential Unit without the prior written consent of the Board, which consent may be arbitrarily withheld.
- (e) In the event the Board determines in its sole discretion acting reasonably, that any noise, odor, or offensive action is being transmitted to another Unit and that such noise, odor or offensive action is an annoyance and/or nuisance and/or disruptive, then the owner of such Unit shall at his own expense take such steps as shall be necessary to abate such noise, odor, or offensive action to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise, the Board shall take such steps as shall be necessary to abate the noise, odor or offensive action and

the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, which expenses are to include reasonable solicitor's fees on a solicitor and client basis.

- (f) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of a Residential Unit's windows, doors or screens visible from the exterior of said Unit, except for marketing signs by the Declarant and/or its related companies which may be placed thereon until all Residential Units are conveyed by the Declarant.
- (g) In order to reduce or eliminate the penetration of sound from one Residential Unit to another, the Board may require that portions of the floor area of each room in each Residential Unit (with the exception of the kitchen, the bathroom and the entrance foyer areas) be covered by broadloom or by an area rug with suitable under-padding in order to providing sufficient reduction of sound transmission to other Residential Units, as determined by the Board in its sole discretion.
- (h) All shades or other window coverings shall be white or off white when visible from the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the building.

8. GARBAGE DISPOSAL FOR RESIDENTIAL UNITS

- (a) Loose garbage is not to be deposited in the garbage chute. All garbage must first be property bound, packaged or bagged to prevent mess, odors and disintegration during its fall down the garbage chute or in the disposal rooms.
- (b) Small quantities of recyclables, including newspapers, magazines and/or plastic/glass bottles should be deposited in the garbage chute as indicated on the sorter. Large quantities of recyclables shall not be thrown down the chute but shall be securely bound and deposited in the designated recycling area.
- (c) Cartons and large objects which might block the garbage chute shall be stored in such area designated by the Board. The Manager or such designated person must be called to arrange for the immediate disposal of such items. Such items shall not be left outside the Unit or any other exclusive use Common Elements.
- (d) No garbage other than those items listed in paragraphs (b) and (c) above is to be left on the floor of the disposal rooms.
- (e) No burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown down the garbage chute.
- (f) No garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 8:00 a.m.

9. GARBAGE DISPOSAL FOR RETAIL UNITS

- (a) Owners shall not place, leave or permit to be placed or left in or upon the Common Elements any debris, refuse or garbage, except in those portions of the Common Elements designated by the Board or the Manager as a garbage storage room. Loose garbage is not to be deposited in the garbage storage room. All garbage must first be properly bound, packaged or bagged to prevent mess, odors and disintegration in the garbage storage room.
- (b) No burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown in the garbage or the garbage storage room.
- (c) No garbage shall be transported from the Retail Units to the garbage storage room between the hours of 11:00 p.m. and 8:00 a.m.

10. TENANCY OCCUPATION

- (a) No Unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the Unit, the Owner shall have delivered to the Corporation a completed Tenant Information Form, a duly executed Tenant's Undertaking and Acknowledgment and an executed copy of the Application/Offer to Lease and the Lease itself.
- (b) In the event that the Owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, and in compliance with Section 49 of the Act, any person or persons intending to reside in the Owner's Unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the Owner comply with the within Rules and with the Act.
- (c) Within seven (7) days of ceasing to rent his/her Unit or within seven (7) days of being advised that his/her tenant has vacated or abandoned the Unit, as the case may be), the Owner shall notify the Corporation in writing that the Unit is no longer rented.
- (d) The foregoing documentation shall be supplied forthwith and without charge to and upon request for same by the Corporation.
- (e) No lease for a residential Unit shall be for a period of less than twelve (12) months without the approval of the Board.
- (f) No owner shall allow his/her tenant to sublet their unit to another tenant.
- (g) All Owners shall be responsible for any damage or additional maintenance to the Common Elements caused by their tenants and will be assessed and charged therefore.
- (h) During the period of occupancy by the tenant, the Owner shall have no right of use of any part of the Common Elements.
- (i) The Owner shall supply to the Board, his current address and telephone number during

the period of occupancy by the tenant.

11. BICYCLE/STORAGE UNITS

- (a) All stored articles must be placed within individual Bicycle/Storage Units and no storage is permitted on top of Bicycle/Storage Unit so as to conflict with fire regulations.
- (b) Bicycle/Storage Units shall not be used as workshop areas or for any purpose other than for storage.
- (c) Bicycle parking and storage is located on the P1 Level. There is an annual bicycle space rental fee, as outlined in the Bicycle Storage Policy.
- (d) All bicycle being parked must be registered with the Corporation, and upon registration and the payment of an annual fee of one-hundred Dollars (\$100).
- (e) Residents must complete and submit the bicycle registration form to the Corporation.
- (f) All outside racks are to be used solely by visitors to the building and there is no overnight storage unless registered with concierge.

12. PARKING AND MOTOR VEHICLES

For the purpose of these Rules, "**motor vehicle**" means a private passenger automobile, station wagon, compact van, motorcycle or moped as customarily understood.

- (a) Each Parking Unit shall be used for the parking of one (1) motorcycle or one (1) private passenger automobile and for no other purpose.
- (b) No parking areas shall be used for storage purposes.
- (c) No vehicles (other than motor vehicles validly parked in those Common Elements designated for visitor parking), equipment or machinery (including trailers, boats, and snowmobiles, shall be parked or left on any part of the Common Elements.
- (d) Parking is prohibited in the following areas:
 - (i) fire zones;
 - (ii) traffic lanes;
 - (iii) the Private Roadway;
 - (iv) driveways and drive aisles; and
 - (v) delivery and garbage areas.
- (e) No servicing or repairs shall be made to any motor vehicle or equipment of any kind on the Condominium without the express written consent of the Manager or the Board. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway, drive aisle or parking space.

- (f) Use of parking permits shall be per the parking permit Policy.
- (g) All motor vehicles operated and parked in the premises by Residents must be registered with the Corporation. Each Owner shall provide to the Manager the license numbers of all motor vehicles driven by residents of that Unit.
- (h) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of the posted speed.
- (i) No person shall place, leave, park or permit to be placed, left or parked upon the Condominium any other motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon seventy-two (72) hours written notice from the Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is left standing in a parking space or upon the Common Elements and is unlicensed or unregistered with the Manager, the vehicle may be towed without notice to the Owner and at the Owner's expense.
- (j) Motor vehicles shall be equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other Owners. No motor vehicles or bicycles are permitted to be operated on sidewalk or walkway areas of the Condominium.
- (k) No unlicensed motor vehicle shall be driven within the Condominium and no person shall operate a motorized vehicle within the complex without a proper operating license.
- (l) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be fined or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whatsoever caused to such motor vehicle or to the Owner thereof.
- (m) Residents are not to park in any visitor parking spots.
- (n) Offsite Owners are not to use parking (visitors or otherwise) except when on-site for meetings with tenant(s) and/or Corporation matters.
- (o) Visitors parking is only for on-site guests.
- (p) The Board maintains the right to refuse parking to visitors who abuse parking.
- (q) No motor vehicle having a propane or natural gas propulsion system shall be parked in a parking unit or the Common Elements.

13. BALCONIES AND TERRACES

- (a) Balconies and/or terrace shall not be used for cooking and barbecuing, except whereas permitted by the Board
- (b) Balconies and/or terraces shall not be used for the storage of any goods or materials.
- (c) Only seasonal furniture is allowed on balconies and/or terraces. All such items shall be safely secured in order to prevent such items from being blown off the balconies and/or terraces by high winds. Storage units for seasonal furniture must be below the height of the balcony railing.
- (d) No Owner, occupant or tenant shall do or permit anything to be done on a balcony, or terrace which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the Units and/or Common Elements by other Owners, occupants or tenants.
- (e) No clothesline or similar device shall be allowed on any portion of the Common Elements nor shall clothes or other laundry be hung anywhere on the Common Elements.

14. ELEVATORS AND MOVING

- (a) Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose (the "service elevator") by the Board. The service elevator shall be used for the delivery of any goods, services or home furnishings and pads to protect the elevators should be installed as determined by the Manager or its staff in their sole discretion. The time and date of the moving or delivery shall be fixed in advance by arrangement and reservation with the Manager. The reservation shall be for a period not exceeding four (4) hours. An elevator reservation agreement in accordance with Schedule 3 attached hereto shall be signed when reserving the service elevator.
- (b) All Elevator Bookings must follow the Elevator Agreement, unless prior written consent is given by the Board of Directors.
- (c) A refundable security/damage deposit, in such amounts as determined by the Board from time to time, shall be deposited with the Corporation through the Manager or its staff when making the reservation and signing the elevator reservation agreement.
- (d) Arrangements or bookings for using the elevator when moving in or out or from floor to floor must be made a minimum of two (2) business days in advance with the Corporation.
- (e) All bookings of the elevator require a security deposit (which amount may be charged by the Board in its sole discretion) when moving into the building and the Owner/Resident must complete the Elevator Reservation Form and submit the completed form to the Concierge. When moving into the building or from floor to floor, the security deposit will be available for pickup after forty-eight (48) from the

end of your Elevator Booking.

- (f) Jumping within the elevator is prohibited. If the elevator is in motion, jumping could cause it to stop between floors. If an owner or guest/tenant of an Owner is found jumping within the elevator any charges/repairs will be charged back to set Owner.
- (g) It shall be the responsibility of the Owner through the person reserving the service elevator to notify the Manager and to request an inspection of the service elevator and adjacent Common Elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery of goods, the Owner reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the Manager as soon as possible following the moving or damage and the parties responsible shall be advised.
- (h) The Owner and the person reserving the service elevator shall be liable for the full cost of repairs to any damage to the service elevators and any part of the Common Elements caused by the moving of furniture or equipment into or out of the suite or the delivery of goods, services and home furnishings to the Unit. The Corporation through its Manager shall have the right to withhold all or part of the security deposit as it deems necessary as security for partial or complete payment for any damages sustained. The Corporation shall apply all or part of the security deposit towards the cost of repairs. If the cost of repairs should be less than the amount of the security deposit, the balance shall be returned to the Owner or person reserving the service elevator. If the cost of repairs exceeds the amount of the security deposit and the Owner or person reserving the service elevator still owns or resides in the building, the full cost of repairs less the amount of the security deposit shall be assessed against the Unit by or occupied by the person reserving the service elevator as a Common Element expense.
- (i) During the term of the reservation and while any exterior doors are in an open condition, the Owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- (j) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
- (m) Bicycles and carts shall not be taken on any elevator.
- (n) Smoking is prohibited in all elevators.

15. PARTY ROOM

- (a) Any Unit Owner wishing to use the Party Room on Level 5 shall complete an application for rental of this room and leave same with the Management Office together with a non-refundable fee, plus a security deposit, or an amount to be determined by the Board of Directors or their agent at the time of application. The deposit shall be

returned if the party room is left in the same condition as it is found.

- (b) No resident shall permit more persons to be present in the Party Room than is allowed by the fire marshal's office, as indicated in the rental application.
- (c) No resident shall permit noisy, rowdy, or raucous behavior in or adjacent to the Party Room nor any behavior or noise which disturbs the comfort and quiet enjoyment of other residents, their families, guests, visitors, servants, and persons having business with them.
- (d) No resident shall permit any illegal or offensive act in or adjacent to the Party Room or upon the property of the Condominium Corporation.
- (e) Any resident using the Party Room shall comply with all provisions of the application form filed with the Management Office and all such provisions are and shall be incorporated into the Rules and Regulations of the Condominium Corporation.
- (f) Advance reservations for the use of the Party Room must be made through management or concierge.
- (g) Reservations must be cancelled no later than 14 days prior to the date reserved. If fees, deposit, and signed forms have not been received by the Management Office 14 days prior to rental date, the reservation will automatically be cancelled.
- (h) A security guard is to be hired for every event booked in the Party Room at the resident's expense according to the requirements clarified in the Party Room Booking Policy. The security fees must be paid in full no later than 14 days prior to the date reserved.
- (i) Terrace and barbecue facilities are not available for residents' use during private bookings with exception to the residents of that private booking.
- (j) The Party Room may only be used as outlined in the exclusive and none exclusive agreement.
- (k) Door and exits to be kept clear at all times.

16. SWIMMING POOL & WHIRLPOOL

- (a) Hours of operation: according to amenity policy except when closed for routine cleaning and maintenance.
- (b) Children under sixteen (16) years of age must be accompanied in the swimming pool by an adult at all times.
- (c) No bath oil, shampoo or soap is permitted in the swimming pool or whirlpool.
- (d) No person shall pollute the swimming pool or whirlpool in any way.
- (e) No food, beverages or glass containers is permitted in the swimming pool or whirlpool area.

- (f) A cleansing shower must be taken before entering or re-entering the swimming pool or whirlpool.
- (g) Guests wishing to use the swimming pool or whirlpool must be accompanied by a resident. No more than 2 guests per suite are permitted.
- (h) No person infected with a communicable disease or having open sores on his/her body may use the swimming pool or whirlpool.
- (i) Boisterous play in or around the pool is prohibited. Running is not permitted in the swimming pool or whirlpool area. No diving or jumping is permitted in the area.
- (j) Inflatable children's toys and beach balls are not permitted in the swimming pool or whirlpool area. Swimming aids are permitted.
- (k) Children who are not toilet trained, or any other person who may lose control of elimination functions, shall not be allowed in the pool at any time, unless approved watertight pool panties are worn.
- (l) Proper swimming attire shall be worn in the swimming pool and whirlpool area at all times.
- (m) We recommend bathing caps to be worn by all persons with hair longer than collar length.
- (n) The pool furniture within the swimming pool area (or on the deck) is not to be moved outside the swimming pool area. Personal lounge furniture is not permitted in any of these areas.
- (o) The swimming pool and whirlpool shall be used at the user's risk.
- (p) To ensure privacy, cameras, cell phones and portable electronic devices that can be used to capture images, and/or video, are not permitted in the swimming pool and whirlpool area.
- (q) For safety reasons children under the age of 5 should not use the whirlpool. Persons between the age of 5 and 16 using the whirlpool must be accompanied by a resident over the age of 18 years, and actively supervised.
- (r) Please see posted notices for maximum occupancy.

18. FITNESS AND YOGA STUDIO

- (a) The use of the fitness and yoga studio room is restricted to residents only of the Condominium. No food, beverages or glass containers are allowed in the fitness and yoga studio except for plastic water bottles.
- (b) No equipment shall be added to or removed from the fitness and yoga studio for any reason without the prior written consent of the board and/or property manager.
- (c) Due caution must be used when using the equipment in the fitness and yoga studio and all persons using the equipment do so at their own risk.

- (d) The use of the fitness and yoga studio may be restricted during functions organized by the Declarant or the Condominium.
- (e) Proper attire shall be worn at all times. In addition, proper attire must be worn between the dwelling units and the fitness and yoga studio.
- (f) The fitness and yoga studio may be used during the hours of 5:00 a.m. to 12:00 a.m. daily.
- (g) Stereos and personal music devices shall be used at a reasonable noise level as to not disturb other Residents.
- (h) To ensure privacy, cameras, cell phones and portable electronic devices that can be used to capture images, and/or video, shall not be used for the purpose of taking photos or video of others.
- (i) Must be 16 years old or older to use the Fitness and yoga room.

20. GYMBOREE

- (a) Children must be supervised by a parent or adult at all times.
- (b) The play equipment is designed for children ages 3-10.
- (c) Children must wear socks at all times.
- (d) Remove shoes when entering the play area for no shoes are to be worn on the play structure.
- (e) No running, no scooters, no skateboards, no rollerblades, no bicycles, no boisterous behaviour of any kind in the play area.
- (f) No food or drinks in the play area.
- (g) This play equipment is for the enjoyment of Emerald City Phase 1 residents.
- (h) To ensure privacy, cameras, cell phones and portable electronic devices that can be used to capture images, shall not be used for the purpose of taking photos or video of others.
- (i) Children play at their own risk.
- (j) Please see posted notices for maximum occupancy.

21. CHANGE ROOMS

- (a) Residents using the change rooms must supply their own locks.
- (b) Residents are fully responsible for any loss or damage to their property.
- (c) Lockers are only for the use of residents and permitted guests.
- (d) Locks shall not be left on any locker overnight.

- (e) Boisterous or rowdy behaviour is strictly prohibited in the change rooms.
- (f) No resident or guest shall wear any wet or muddy footwear into the change rooms.
- (g) No body or foot powder may be used within the change rooms.
- (h) Change rooms must be left in a clean and tidy manner.
- (i) The change rooms are designated for separate female and male use. Family change rooms are not available. Residents and their guests must use the appropriate change room only.
- (j) To ensure privacy, cameras, cell phones and portable electronic devices that can be used to capture images, and/or video, shall not be used for the purpose of taking photos or video of others.

22. TERRACE & BARBEQUE

- (a) Only residents of the Condominium are permitted to book the barbeque.
- (b) Furniture shall not be removed from the terrace - where applicable.
- (c) The barbeque may be booked in advance, otherwise it will be first come first serve basis.
- (d) The barbeque must be cleaned by the resident after use.
- (e) Pets are not permitted in the terrace area.
- (f) The terrace and barbecue facilities are not available for residents' use during private bookings of the Party Room.

23. THEATRE ROOM

- (a) Only residents of the Condominium are permitted to book the Theatre Room.
- (b) Bookings may be made on prescribed form obtainable at The Management office or by telephone. Booking of the facility for a specific day may be made one month in advance. Allocations will be made on a first come, first served basis.
- (c) Cancellation of bookings shall be made at least 48 hours before the date booked. Residents who made proper cancellation may be permitted to reschedule the cancelled booking.
- (d) The theatre room is not available for residents' use during private bookings of the Party Room.
- (e) The residents who made the reservation will be held responsible for the cleanliness of the facility. All waste or other refuse must be disposed of into the litter bins.
- (f) The facility is not permitted to be used for illegal activities.

- (g) Pets are not allowed in the theatre room.
- (h) Inspection of the facility shall be carried out by security to determine whether there has been any damage caused to the common property. All additional costs incurred in cleaning the area and rectifying any damage shall be borne by the resident concerned.
- (i) Please see posted notices for maximum occupancy.

24. GUEST SUITE

- (a) The guest suite may be used by overnight guests of Residents of the Condominium. Reservations shall be accommodated on a “first come, first served” basis.
- (b) A fee determined and adjusted by the Board from time to time (including but not limited to: room rate plus cleaning charge) shall be charged to users of the guest suite. In addition, users of the guest suite may be required to provide a security deposit at the time of reservation.
- (c) Any owner or occupant of a dwelling unit wishing to reserve a guest suite shall complete an application for rental and waiver of liability form and deliver same to the property manager together with a cheque representing payment of the per diem fee, in advance.
- (d) The guest suite may be reserved by any Residents for a maximum stay of three nights. Any stay longer than three nights must be approved by the Board.
- (e) The guest suite shall not be occupied prior to 3:00 p.m. on the reserved day and shall be vacated on the scheduled final day of use by no later than 11:00 a.m., unless otherwise approved by the property manager.
- (f) The owner or occupant reserving a guest suite shall be responsible for all costs, damages, losses and/or liabilities caused by his/her guest arising from (or in connection with) the use of the guest suite. The property manager shall inspect the guest suite to determine whether any damage has been caused thereto. In the event that the property manager determines that damage has been caused to the guest suite, the property manager shall provide a written report to the owner/occupant who reserved the guest suite along with an invoice for payment of all costs relating to the repair of such damage and cleaning of the guest suite. In the event that the owner or occupant fails to pay such costs forthwith on demand from the property manager, such costs may be added to the common expenses allocable to such owner/occupant and his/her unit.
- (g) Guests shall be responsible for all personal items left in the guest suites. Neither the Condominium nor the property manager shall be responsible for any loss, theft, damage or destruction of any personal property of any guest.

- (h) The owner or occupant reserving the guest suite shall ensure that his/her guest is familiar with the rules of the Condominium and such owner or occupant shall be responsible for the behaviour of his/her guest.
- (i) In the event that an occupant of a guest suite fails or refuses to vacate the guest suite on the designated date or if damage has been caused to the guest suite rendering the guest suite unusable for the next guest, all costs and expenses associated with repairing the guest suite and relocating any other guests into alternative accommodations shall be for the account of the offending owner. In addition, the offending owner acknowledges and agrees that his/her right to reserve a guest suite in the future may be withheld, in the sole and absolute discretion of the board or property manager.

25. PET ROOM

- (a) Only residents of the Condominium are permitted to book the Pet Room.
- (b) The Pet Room is open as stated in the Pet Room Policy except when closed for cleaning and maintenance.
- (c) The Pet Room must be booked through the Management Office and/or concierge and is on a first come first serve basis. The Pet Room is restricted to one pet at a time.
- (d) Inspection of the facility shall be carried out by security to determine whether there has been any damage caused to the common property. All additional costs incurred in cleaning the area and rectifying any damage shall be borne by the resident concerned.
- (e) Pets must be leashed before entering and leaving the room.
- (f) The residents who made the reservation will be held responsible for the cleanliness of the facility.

26. SMOKING

- (a) Smoking is prohibited in all common element areas except as may be designated as a smoking area by the Board.
- (b) Smoking marijuana on the property is prohibited, except as may be designated as a smoking area by the Board.
- (c) Consuming marijuana in methods that do not infringe on the enjoyment of the Units or Common Elements by other Owners (or their respective families, guests, visitors, servants and persons having business with them) is permitted whereas deemed reasonable by the Board.
- (d) Growing marijuana (plants) are prohibited on the property except in areas that may be designated by the Board.