



## **HIGH PARK CONDOMINIUMS AMENITY RULES**

The embodiment of condominium living is “the communal” aspect of both ownership and lifestyle. Those residing in the unit have the right to use and enjoy all of the recreational facilities and amenities intended to be shared by the owners, residents, tenants and invitees of High Park Condominiums with all of such recreational facilities and amenities, including any equipment contained therein or utilized in connection therewith, being hereinafter collectively referred to as the “PARKSIDE CLUB”.

Like every community, PARKSIDE CLUB must introduce and adhere rules to govern the conduct and affairs of its members or users, and these rules are a reflection of the mutual cooperation, consideration and respect that should be shown by each member or user to his or her neighbours. Daniels Corporation (the “Declarant”) has established a set of rules governing the use and operation of the PARKSIDE CLUB for adherence by the owners, residents, tenants and invitees High Park Condominiums. Once ownership of the PARKSIDE CLUB has been formally transferred by the Declarant to the Condominiums, then a committee will be formed (hereinafter referred to as the “Board of directors”) the Board will be empowered to make additional rules respecting the use and operation of the recreational facilities and amenities in order to promote and foster the safety, security and welfare of the members and users of the PARKSIDE CLUB.

The rules initially adopted and imposed by the Declarant are comprehensive. While there is no intention to burden members and users of PARKSIDE CLUB with a multitude of overly-detailed and incomprehensible duties and obligations that are difficult to remember and enforce, it is nevertheless felt that the enclosed rules are logical (and for the most part, a matter of common sense), and have been designed to enhance the condominium lifestyle concept. Accordingly, **we ask that you familiarize yourself with the rules of PARKSIDE CLUB annexed hereto**, and to communicate same to members of your family, your tenants and/or guests intending to use the recreational facilities and amenities that your condominium enjoys. An understanding of these rules will ensure that PARKSIDE CLUB is a pleasant and safe complex that offers the optimum of enjoyment and maximum usage of its facilities.

Finally, please keep in mind that the following rules are intended to be read and construed with all changes in gender and/or number as may be required by the context.

### **DEFINITIONS**

In addition to the defined terms otherwise noted herein, the following words, terms and/or phrases

shall have the meanings set out below:

**The Act:**

Shall mean the Condominium Act 1998, as amended (the “Act”). For the purposes of clarity, the use of any words, terms or phrases defined in the Act shall have the same meaning respectively ascribed to them in the Act whenever same are used or referred to in these rules.

**Board or Board of Directors:**

Shall mean the board of directors of the High Park Condominiums (as the context may require), elected pursuant to the provisions of the Act.

**Guest:**

Shall mean any invitee, licensee, employee, agent and/or contractor of any owner or tenant of a dwelling unit within either of the Two Condominiums, provided such owner or tenant resides within (and is the current occupant of) such dwelling unit.

**Manager:**

Shall mean the Property Management Company retained to manage the operation of PARKSIDE CLUB, together with its agents, employees or licensees, as the context may require.

**Owner:**

Owner shall mean the registered owner of a dwelling unit within either of the Two Condominiums.

**Reciprocal Agreement:**

Shall mean the shared agreement entered into between the High Park Condominiums pertaining to the mutual use and enjoyment of (as well as the cost of maintaining and repairing) PARKSIDE CLUB, as well as any counterpart agreement or other agreement supplementing same.

**Resident:**

Shall mean an Owner or Tenant (as hereinafter defined) who resides within (and is the **current occupant** of) a dwelling unit within either of the Two Condominiums. An adult Resident shall be 18 years and over.

**Tenant:**

Shall mean any lessee(s) of a dwelling unit within the Condominiums.

**PARKSIDE CLUB**

**General Operation Hours: (Cardio & Weight) 5: 30 a.m. – 12: 00 a.m.**

**Identification/Access Cards**

1. Each Resident age 14 and over of a unit shall apply for and obtain an identification/access

card. Arrangements to obtain the card should be made with the Recreation Desk.

2. A Resident must carry the identification/access card at all times.
3. Each suite may be issued with two (2) guest passes at any one time, which guest passes shall be issued upon such conditions, and upon payment of such charges, as the Corporation Representative may determine in its sole and unfettered discretion.
4. Guest passes and any Guest and/or Resident must produce identification/access cards, upon reasonable demand by the Corporations Representative. Upon the sale or lease of his or her dwelling unit, the Owner shall return all identification cards and guest passes to the Manager. In the event that an identification/access card or guest pass is lost or misplaced, a replacement cost shall be paid in the amount pre-determined by the Corporate Representative.
5. Non-Resident (Off Site) Owners are not entitled to use the Recreation facilities or amenities and cannot obtain or keep an identification/access card permitting his or her use of PARKSIDE CLUB.

**A. General Rules and Information:**

1. No adult resident shall permit more people to be present in any room than the maximum capacity posted within such room, pursuant to the requirements of the municipal fire department.
2. Residents are required to wear appropriate clothing, cover-ups, robes and footwear while walking throughout PARKSIDE CLUB and use of the various facilities and amenities. PARKSIDE CLUB is a private property therefore, topless females or nude sunbathing and/or swimming suits is prohibited.
3. Residents must accompany his or her Guest(s) in PARKSIDE CLUB at all times.
4. Each Resident is responsible for ensuring that his or her Guest(s) is fully aware of all rules.
5. Smoking is not allowed at any time in PARKSIDE CLUB, or anywhere in the, indoors or outdoor amenity areas.
6. Persons under the age of 14 are not permitted to use the Recreation Facilities or Amenities without the supervision of an adult Resident at least 18 years of age. Restrictions, by age, for specific facilities are listed throughout the remainder of the document.
7. Radio or tape recorders, CD players (except the use of personal battery operated stereo equipment with headphones at a volume such that same is not audible to others) are not allowed in PARKSIDE CLUB.
8. Pets will not be allowed in PARKSIDE CLUB at any time.
9. The use of the Recreation Facilities or Amenities may be restricted during any organized activities of the Condominiums.

10. Food and beverages shall only be allowed in designated areas of PARKSIDE CLUB.
11. The cost of any damage to any of the Recreation Facilities or Amenities by a Resident and/or Guest(s) will be borne by (and be the sole responsibility of) the Owner.
12. Boisterous behaviour of any sort, including yelling, running or rowdyism and other general forms of misconduct are not permitted within the Recreation Facilities or Amenities at any time, and any persons who commit same may be ejected from the Recreation Facilities or Amenities by the Corporations Representative. The Corporations Representative shall have the unfettered discretion to determine what constitutes "boisterous behaviour".
13. The Recreation Facilities and Amenities shall be used in strict accordance with any sign(s) posted setting out permitted uses. **In addition, all Residents and Guests shall use the Recreation Facilities and Amenities at their own risk**, on the expressed understanding that the Condominiums, their respective Boards and the Manager hereby disclaim any responsibility and liability for any loss, damage or injury suffered by anyone using (or travelling through) PARKSIDE CLUB, whether as a result of any negligence or otherwise, and each of the Two Condominiums, their respective Board and the Manager shall be fully indemnified and saved harmless with respect to (and be released from) any loss, costs, damage and/or liability whatsoever arising or incurred in connection with any injury or damage to persons or property occasioned by the use of the Recreation Facilities and Amenities by any Resident(s) and/or Guest(s).
14. From time to time as the case may be, the Boards of Directors is authorized to establish and post user fees and security/damage deposits for the various amenities.
15. Complimentary WiFi is available in certain areas of the amenities. Notification of these areas will be posted throughout the amenities.

## **2<sup>nd</sup> FLOOR AMENITIES (Sauna)**

### **A. Change Rooms:**

1. Neither the Condominium, or its Board, nor the Manager shall be responsible for any loss or theft of (or damage to) any personal articles belonging to any Resident and/or Guest(s), howsoever caused or occasioned.
2. No Resident or Guest shall wear any wet or muddy footwear in the change rooms.
3. Boisterous or rowdy behavior or conduct is strictly prohibited within the change rooms.
4. Change rooms must be left in a clean and tidy manner.
5. The change rooms are designated co-ed, for female and male use. Family change rooms are not available.

6. Management reserves the right to post additional or amended directives as may be deemed necessary or appropriate.

**B. 2<sup>nd</sup> Floor– (Rock Climbing Wall)**

**Hours of Operations: 04:00 p.m. - 11:00 p.m.**

1. For safety reasons Residents and Guests under the age of 14 years are prohibited from the use of the amenities, unless accompanied and supervised by a Resident 18 years old and over.
2. Residents are required to wear appropriate attire including a shirt and non-marking (or non-skid) athletic shoes while using the amenity.
3. Food or drink in glass containers are prohibited within the rock climbing wall, Drinks are permitted if stored in a plastic container and kept outside of the playing area to avoid accidents.
4. A maximum of two (2) Guests are permitted to play, and a Resident must accompany Guests. The Resident must be a participant of the recreation.
5. Usage time is 30 minutes and must be vacated promptly once playing time is expired unless no one is waiting. (Subject to change)
6. Non-marking athletic shoes must be used on this area.
7. Radios, tape recorders and C.D. players are strictly prohibited in this amenity.
8. The Management reserves the right to post additional or amended directives as may be deemed necessary or appropriate.
9. This not an amenity that can be reserved for private use. (Subject to change)

**C. Cardio & Weight Gym Room:**

**Hours of Operations: 5:30 a.m. - 12:00 a.m.**

1. Proper attire is required when using the Cardio & Weight Room, and while recognizing the variety of exercise suits available today, proper decorum must be exhibited in wearing outfits that do not over expose the wearer, male or female. Shirts and shoes must be worn at all times. No street clothes shall be allowed to be worn, and only non-marking (or non-skid) athletic shoes shall be worn.
2. Residents and/or Guests shall not wear any sort of wet attire, including bathing suits, into the Cardio & Weight Room.
3. Residents and Guests 14 years of age is strictly prohibited from the use of the Cardio & Weight Room unless they are accompanied and strictly supervised by an Adult Resident at all times who is no less than 18 years of age. Those Residents and Guests under 14 years of age are strictly prohibited from these rooms for safety reasons.

4. Residents and/or Guests shall treat all equipment with reasonable care and caution.
5. Removal or relocation of any equipment for any purpose is strictly prohibited from the Cardio & Weight Room. All equipment including dumbbells, weights etc., must be put back on their racks after use.
6. No food or beverage in a glass container is permitted within the Cardio & Weight Room.
7. All Residents and Guests must, after using any machinery or equipment situated within the Cardio or Weight Room, wipe such machinery or equipment clean of any perspiration and restore any weight fittings, etc. back to their original position.
8. In order to utilize the television audio, residents must provide their own headset.
9. Battery operated radios, tape recorders and CD player's etc., can be used only with headsets. Television sets must be turned off after use.
10. Equipment use is limited to 30 minutes at a time, if others are waiting to use the apparatus.
11. The Management reserves the right to post additional or amended directives as may be deemed necessary or appropriate.
12. The maximum number of persons permitted in the Cardio & Weight Room is 39.

### **3<sup>rd</sup> FLOOR AMENITIES**

#### **A. Billiards Area:**

**Hours of operation: week days 11:00 a.m. – 11:00 p.m. (Subject to change)**

1. The Billiards Area is available to residents as part of their private Party Room function. When there is a private function in the party room the Billiards Area will not be available to other residents.
2. Persons under the age of 13 are not permitted to play in the Billiards Area without an adult presence.
3. No food or beverage in a glass container may be used in the Billiards Area.
3. Residents and/or Guests are required to wear shoes and shirts while using the Billiards Area.
4. Advance reservations are required, and will supersede anyone who has not booked the Billiards Area. Reservations may be made in person or by contacting the Recreation Coordinator.
5. The use of the billiard is one (1) hour long. An additional one hour may be granted if

immediately after completion of the first hour provided there no one else is waiting. The time booked cannot be extended even if the game is incomplete.

6. Please present photo identification (e.g. Driver's License, Health Card, business card photo etc.) to the Recreation Coordinator for verification. If photo ID is not presented, the Recreation Coordinator is not authorized by the Management to allow access. No exception.
7. Upon the Recreation Coordinator's approval, the Resident shall provide a signature beside his or her name on the log sheet. Upon completion of his or her game, the Resident shall return the equipment to the Recreation Office.
8. Bookings will be forfeited if the resident who has booked the Billiards Area has not arrived by 5 minutes after booking time.
9. A maximum of two (2) Guests are permitted to play, and they must be accompanied by a Resident.
10. Sound systems are permitted to be used however the volume must be kept to a minimum so as not to disturb the quiet enjoyment of others.
11. The Management reserves the right to post additional or amended directives as may be deemed necessary or appropriate.
12. After finishing with the use of the Billiard Area, the Resident and/or Guests shall ensure that the cues, cue rests and billiard balls are returned in proper condition to the Recreation representative.
13. Cues without tips are strictly prohibited from being used within the billiard area, and broken cues are to be delivered to the Recreation desk.
14. Billiard equipment will be issued by PARKSIDE CLUB recreation staff. The Resident must surrender his or her photo ID to receive equipment, and must return the equipment to the recreation staff before retrieving his or her photo ID.
15. Management reserves the right to post additional directives as may be deemed necessary or appropriate.

**B. Party Room and Outdoor Lounge Area (3<sup>rd</sup> Floor):**

**Hours Are: 11:00 am to 12:00 am with \$100.**

1. No Resident shall permit more people to be present in any room than the maximum capacity posted within such room, pursuant to the requirements of the municipal fire department. ( 35 people total )
2. The Party Room is usable only by those parties and for such purposes contemplated within the Declaration of High Park Condominiums and by the Reciprocal Agreement.
3. All bookings for the Party Room shall be made with the Property Management during regular business hours and should be made no more than six months in advance. The Property Manager may require such information from any party applying for the use of the Party Room, as the Property Manager deems

reasonable or appropriate in its sole discretion.

4. Reservations for use of the party room are made with the Property Manager and all fees must be paid within three (3) days after the booking is made.
5. Any application or agreement form supplied by Property Management office to an adult resident shall be completed in full, signed by the Adult Resident and returned to the Property Management Office three days after the booking is made. The adult resident must be present during booked events.
6. Guests of the host Resident are not allowed to wander outside the party room without being accompanied by the host Resident.
7. The Resident shall provide a security/cleaning deposit in such amount as the Corporations Representative may determine at the time of reservation (hereinafter referred to as the “**\$250 Deposit**”). If the Deposit is not paid to the Property Manager by way of a personal cheque three (3) days prior to the booking of the room, then the Manager shall cancel the reservation.
8. A pre and post event inspection will be carried out by the Corporations Security or representative to ensure that (i) the party room is ready and fit for use and (ii) that there was no damage to the facilities in the party room during the time of party room rental.
9. Subsequent to any event being held within the Party Room, the Property Manager shall determine if any damage has occurred in the Party Room and shall notify the Resident who rented the Party Room, in writing, as to such determination. In the event that no damage has been caused, the Deposit, less a reasonable deduction for cleaning charges, shall be returned to the Resident who used the Party Room. In the event that there is damage to the Party Room, then the Manager shall be empowered to apply the whole or any portion of the Deposit to the cost of repairing or rectifying such damage. In the event that the Deposit is insufficient to pay for the damage and cleaning expenses, then the Resident shall immediately reimburse the Manager for all sums expended by the Manager, in excess of the Deposit, in order to repair or rectify the damage and clean the Party Room.
10. Reservations must be cancelled no later than 3 days prior to the reserved date. Any cancellation with less than 3 days’ notice from the reserved date shall result in the forfeiture of the Deposit.
11. Noisy or rowdy behaviour is prohibited within the Party Room.
12. No extreme loud music shall be permissible in the Party Room at any time.
13. All functions within the Party Room must be terminated as of 11:30 a.m. and vacated by 12:00 a.m. All Residents and Guests must thereafter immediately vacate the Party Room.
14. A security guard shall be retained for events of thirty-five (35) people or more to monitor the access to (and egress from) the Party Room during the reserved event. The Resident in whose name the reservation has been made shall pay for the cost of retaining the security guard. The Resident shall provide a list of the guests to the Recreation Director at least 48 hours before the party failing which the party



will be cancelled.

15. In no case shall liquor be sold (whether for profit or otherwise) at any function within any Party Room. No alcohol shall be served in the party room after without liquor license.
16. Only events organized by either of the Condominiums, a Resident and/or the Declarant shall be permitted within the Party Room.
17. Paid-for parties (namely parties that require the selling of tickets) are strictly prohibited, except those parties organized by the Declarant and/or its representatives.
18. Events organized by either of the residential Condominiums or the Recreation staff shall be permitted within any room and shall take precedent over private adult resident use.
19. The Management reserves the right to post additional or amended directives as may be deemed necessary or appropriate.
20. The maximum number of persons permitted in the party room is 45. (Subject to change)

**C. 2<sup>nd</sup> Floor -Theatre Room:**

**Hours of Operation: 10:00a.m. – 11:00p.m.**

1. In the event that an adult Resident wishes to view a video movie within the Theatre Room, then he or she shall book the use of the Theatre Room at PARKSIDE CLUB Recreation Desk or online. No food or drinks are allowed.
2. The decision as to what programs may be viewed in the Theatre Room shall be decided on a first-come, first-serve basis. In the event that normal television programming is requested or desired to be watched by any Resident, then the Resident who first arrived shall have the use of such T.V. for a period of one hour, or until the show that he or she is watching is over, whichever is sooner.
3. The viewing of pornographic or X-rated movies is strictly prohibited within the Theatre Room.
4. The Management reserves the right to post additional or amended directives as may be deemed necessary or appropriate.
5. The maximum number of persons permitted in the Theatre Room is 16.

**D. 3<sup>rd</sup> & 10<sup>th</sup> Floor - Barbeques:**

**Hours of Operation: Weekdays 10:00 a.m. – 10:00 p.m. Weekends 8:00am 10:00pm**

1. The barbeque area is for the outdoor grilling of food only. Use of the barbeque facilities is restricted to residents and their guests. Guests must be accompanied by the host (resident).

2. The barbeque area shall be booked and used by any Resident over 18 years, for a one (1) to two (2) hours block of time through a logbook with the Recreation Coordinators or Concierge Desk on a first come first serve.
3. **The Resident must provide a \$250 personal cheque for a security deposit that has been established and approved by the Boards of Directors or Shared Facility Committee in accordance with schedule "A"-14 above.**
4. The latest booking for a barbeque is 9:00 p.m. Have respect for the quiet enjoyment of all the Residents who overlook the barbeque area by behaving accordingly, and leaving the area by 10:00 p.m.
5. Photo identification (e.g. Driver's License, Health Card, business card with photo etc) is to be presented to the Corporations representative for verification. If photo ID is not presented, the Concierge is not authorized by the Management to allow access. No exceptions.
6. A key required to open the barbeque is available from the Recreation Coordinator or Concierge. Acknowledge that you have reviewed and agree to this policy, and the operating instructions and procedures for the barbeque by signing the logbook.
7. Use the barbeque and surrounding area at your own risk.
8. Residents will be responsible to pay for any damages to the Barbeque and area that may occur during their use. In the interest of fairness, the protection of your assets, safety and the quiet enjoyment of Residents, the Management, at its sole discretion, may suspend the access of all Residents of any suite who fail to comply with this policy, and the procedures for operating the barbeque.
9. The Board or Management reserves the right to post additional directives as may be deemed necessary or appropriate.

## **2<sup>nd</sup> FLOOR AMENITIES – GARDENING PLOT:**

**Hours of Operation: 8:00 a.m. – 10:00 p.m.**

1. Key is to be sign off at the concierge desk or Recreational coordinator only.

## **GUEST SUITE**

1. The term "Lessee" in the Guest Suite Lease Agreement shall be defined as the registered owner or resident that currently resides in a residential unit in T.S.C.C. No. \_\_\_\_\_. No one under the age of nineteen (19) years shall be permitted to reserve the Premises or enter in the agreement.
2. All bookings must begin with the submission of a signed Guest Suite Lease Agreement. The signed agreement and all fees and deposits must be received at least three (3) business days prior to the date of use and all payments must be made in full at the time the room is reserved.

Until such time as all these conditions are met, management reserves the right to accept other bookings as the lease policy is on first come, first serve basis.

3. Cancellation Policy: if for any reason the accommodation is not required, to cancel the booking the resident must give no less than least five (5) business days' notice, in writing, to the property manager. If the cancellation is made in less than five (5) business days, the resident will be responsible for the first night rental fee.
4. The Corporation reserves the right to cancel or alter lease at any time without compensation to the lessee or their guest. The Board of Directors and/or management reserves the right to refuse any booking request which, in their opinion, is not for a resident's personal use, is a threat to security or may disturb the quiet enjoyment of other residents.
5. A damage deposit in an amount to be determined by the Corporation by personal cheque is to be deposited with the property manager, which shall be a security deposit to ensure the performance of the resident's obligations, responsibilities and adherence to the rules.
6. All guests are to sign in with the Concierge. Problems with the Guest Suite must be reported to the manager or Concierge and/or building staff immediately upon arrival.
7. Under no circumstances are the corridors to be used for any purpose other than to allow access to and from the guest suite. The doors of the Guest Suite shall remain closed at all times during the guests' stay.
8. Guest that wish to use the amenities must be accompanied by the Resident at all times.

**P-1 visitor's parking:**

9. Is not included in the lease fee and is subject to availability. An Overnight Visitor Parking Permit must be obtained from the Concierge and displayed on the dash of their vehicle at all times while using the underground visitor parking. It is the Owners and Residents responsibility to advise their Guests of the Visitor Parking Policy, which applies to all guests. If no authorized visitor parking spaces are available, the visitor must leave the garage and make his/her own arrangement to park their vehicle.  
  
9.1 Visitor parking is for visitors only, 3 nights in a roll 6 in total per month for each unit. Understand that this is to better accommodate all 401 units.
10. In accordance with the municipal noise by-law, soft music is permissible to the hour of 11:00 p.m. Thereafter, all music and noise must cease so that others are not disturbed. If this requirement is not met, appropriate action will be taken and the full amount of the security deposit will be forfeited.
11. Occupancy of the guest suite is from 3:00 p.m. on the first day of the lease. Keys must be returned to the concierge desk by 11:00 a.m. on the last day of the lease. Failure to return the keys by the specified time will result in additional charges being levied or forfeiture of the security deposit.
12. The resident agrees to ensure the removal of all personal belongings from the Guest Suite, including all objects not belonging to the Corporation, prior to 11:00 a.m. on the final day of the lease.
13. The furniture in the Guest Suite shall not be moved.

14. The resident agrees that all refuse and recyclable materials left by the guest(s) will be deposited in the garbage and recycling facilities provided.
15. The resident agrees to assume full responsibility of the users to preserve reasonable order, behavior, and decorum.
16. The resident agrees that any breach of these terms and conditions may result in the forfeiture of all of the security deposit money to the corporation.
17. Smoking is not permitted in the guest suite or the common areas in the building.
18. No pets are permitted in the Guest Suite at any time.
19. The maximum occupancy of the accommodation cannot exceed two (2) people.
20. The corporation, its officers or employees, the management company, its employees and other agents of the corporation as contracted from time to time, shall not be responsible for any lost or damaged goods.
21. Damage to the furnishings and/or theft or loss in the Guest Suite or on the property during the lease period is the resident's responsibility. Any additional costs incurred by the corporation plus reasonable administrative costs not covered by the security deposit, shall be payable to the corporation immediately by the resident, once they are advised of the costs incurred. The cost(s) of which may be collected in the same manner as common expenses and is not limited to the amount of the deposit.
22. The resident, in renting the Guest Suite and property, shall indemnify and save harmless the corporation, its officers or employees, the management company, its employees and other agents of the corporation as contracted from time to time, from any and all liability and from all claims and demands arising out of the misuse of facilities, damage or injuries to person, or property from any cause whatsoever in or about or in any way connected with the Guest Suite or "property" and shall defend all suits which may be brought out against the corporation, its officers, employees, the management company, its employees and other agents of the corporation as contracted from time to time, in respect of any such claims or demands and pay all Judgements, penalties or fines that may be rendered against the corporation, its officers or employees on account thereof.

#### **ENFORCEMENT OF RULES** (Subject to Change)

1. The rules of PARKSIDE CLUB shall be enforced in accordance with the terms of the Act, the respective Declarations of the Condominium, and the Reciprocal Agreement (if applicable), and upon such further terms as the Manager may deem advisable, in their sole unfettered discretion, from time to time.
2. In addition to any other powers regarding the enforcement of the rules herein set forth which the Manager may have by virtue of the Act, the respective Declaration of the Condominium and/or the Reciprocal Agreement (if applicable), the following enforcement regime shall prevail unless the breach or contravention of any rule creates an emergency situation, or in the opinion of the Manager and /or Board, a more expedient remedial approach is required, namely:

- a) The offending or responsible Resident shall be notified in writing with respect to the first breach or offense, by the Manager, and shall be given 14 days within which to rectify the violation or to signify the Resident's willingness to comply with the rules in the future;
  - b) Upon the second breach or offense, the offending or responsible Resident shall be given written notice thereof and shall be required to signify to the Manager in writing, within two days after the Resident's receipt of the aforesaid notice, that the Resident shall comply with the rules in the future; and
    - c) Upon the third breach or offense, and with respect to any further breaches or offenses committed by the offending or responsible Resident, the Manager may order the Resident to provide a high amount security deposit to ensure future compliance with the rules by such Resident and/or his or her Guest(s), and said security deposit will be subject to forfeiture in the event that any further breach or contravention of the rules is occasioned by such Resident and/or his or her Guest(s).
  - d) Upon any further breach or offense, the Condominium Corporation has the right to deny access to the facilities.
4. In the event that any of these rules require an Owner to pay monies hereunder and such monies are not paid within 30 days of demand therefore, such monies shall be deemed to be common expenses payable by such Owner and the condominium corporation in which such Owner resides shall be permitted to place a lien on title to the Owner's units in order to enforce payment of such monies.

*By: Olimpio Andrade*  
*Property Manager*  
*Start Up Manager for Daniels Home Management &*  
*Support Manager for Regent Park*

