

RULES GOVERNING THE SHARED FACILITIES

of

Simcoe Standard Condominium Corporation No. 354 and Simcoe Standard Condominium Corporation No. 360 (the “Nautica Shared Facilities”)

1. INTRODUCTION

- 1.1 *The Condominium Act, 1998* (the “**Act**”) and the Corporations Declarations, By-laws and Rules (hereinafter referred to, collectively, as the Corporations “**Governing Documents**”), of which every Owner and/or Resident receives a copy, contain an appropriate regime of rules designed to assist the Corporations via the Shared Facilities Committee to operate in a responsible manner that is in the best interests of the Owners and/or Residents. The Act authorizes the Boards of Directors or Shared Facilities Committee to introduce additional Rules for the same purpose.
- 1.2 All Owners and/or Residents should be very familiar with the Corporations Governing Documents, particularly the Rules which establish the “dos and don’ts” that must be followed for the maximum comfort and enjoyment of all Residents. The following Rules shall be observed by all Owners and Residents and their Guests while utilizing the Shared Facilities amenities.
- 1.3 At first reading, a few Owners and/or Residents may think some of the Rules are too restrictive. A moment’s reflection, however, should clarify the need for restrictions if communal living is to be effective for the Residents.
- 1.4 Any Board or Shared Facilities Committee approval required to be given under the Rules must be in writing, signed by a member of the Board of Directors and approved by resolution at a meeting of the Board of Directors or the Shared Facilities Committee.
- 1.5 Property Management, to whom infractions of the Rules should be reported, has the full support of the Board of Directors and the Shared Facilities Committee in enforcing the Rules. Your co-operation in this regard will be greatly appreciated by all Owners and/or Residents.

2. DEFINITIONS

- 2.1 “**Act**” shall mean the *Condominium Act, 1998* S.O. 1998, c.19 and all regulations thereunder and any amendments to said Act and regulations and any successor legislation thereto.
- 2.2 “**Authorized Vehicle**” shall mean a vehicle owned/ operated by any visitor, invitee, licensee, employee, contractor or agent of an Owner or Resident. The type of vehicle is limited to an automobile, motorcycle, mobility handicap scooters, station wagon, mini-van or truck, not exceeding 1.9 metres in height.

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- 2.3 **“Board”** or **“Board of Directors”** shall mean the board of directors of the Corporation.
- 2.4 **“Corporation”** or **“Corporations”** shall mean Simcoe Standard Condominium Corporation No. 354 (**“354”**) and/or Simcoe Standard Condominium Corporation No. 360 (**“360”**).
- 2.5 **“FOB”** shall mean the device, issued by the Corporation, to gain electronic access to any area controlled by the installed electronic access control system.
- 2.6 **“Governing Documents”** shall mean the Declaration and all By-Laws and Rules of the Corporation.
- 2.7 **“Guest”** shall mean any visitor, invitee, licensee, employee, contractor or agent of an Owner and a Resident.
- 2.8 **“Parking Unit”** shall have the meaning ascribed thereto in the Declaration of the Corporation.
- 2.9 **“Podium”** shall mean the areas on Level 2 between the Condominiums, the use of which is shared by each Condominium, including, but not limited to, any multi-purpose room, boardroom, storage rooms, conference room, servery, garden terrace, lounge area, office, the indoor recreational and amenity facility being Unit 85, Level 2 of Simcoe Standard Condominium Corporation 354, Unit 77, Level 2 of Simcoe Standard Condominium Corporation 360 and Unit 78, Level 2 of Simcoe Standard Condominium Corporation 360, and all equipment and facilities contained therein, the common hallways, and the areas on level 2, which serve or benefit both Condominiums and not just one of the two Condominiums and, for greater certainty, excludes all entranceways and halls leading from the garage to the elevators and the tiled area in front of the elevators entitled “vestibule” on the registered drawings for 360 and the identical untitled area on the registered drawings for 354.
- 2.10 **“Property Manager”** and/or **“Management”** shall mean the property management company appointed by the Corporation, its agents, employees or licensees as the context requires.
- 2.11 **“Reciprocal Agreement”** shall mean the Reciprocal Agreement dated December 28th, 2009 registered on January 14th, 2010 as Instrument No. SC795221 as set out in the Declaration of each Corporation entered into by SSCC 354 and thereafter assumed by SSCC 360.
- 2.12 **“Resident”** or **“Residents”** shall mean anyone who is permitted to reside in a dwelling unit within the Corporation.
- 2.13 **“Guest Parking Pass”** shall mean the pass issued to a non-resident guest of a resident permitting authorized access and use of the Visitors Parking Lot by such guest for the parking of an Authorized Vehicle. **“Resident Parking Pass”** shall mean the pass issued to a resident permitting the authorized access to and use of the Indoor Parking Garage by such resident or his permitted guest for the parking of an Authorized Vehicle.

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- 2.14 “**Rules**” shall mean the rules passed by the Board from time to time and becoming effective in accordance with the Act.
- 2.15 “**Security**” shall mean the company and its employees and agents employed by the Corporations to provide security for the property of the Corporations.
- 2.16 “**Shared Facilities**” has the meaning ascribed thereto in Article 1.01(mm) of the Reciprocal Agreement.
- 2.17 “**Shared Facilities Committee**” or “**Committee**” shall mean the representatives appointed to the Shared Facilities Committee by the Board of either Corporation, from time to time. When used herein, the term “**Board**” or “**Committee**” shall include the Property Manager, Superintendent, Security and anyone with the authority or the Boards or Committee, as applicable.
- 2.18 “**Visitor Parking Lot**” has the meaning ascribed to “**Visitors Parking Area**” in the Reciprocal Agreement.

Unless otherwise specified, the terms used herein shall have ascribed the definitions contained in the Act.

3. ENFORCEMENT AND LIABILITY

- 3.1 These Rules for the Shared Facilities shall be enforced in accordance with the terms of the Act and the Corporations’ Governing Documents and upon any such further terms as the Shared Facilities Committee may deem advisable in its sole discretion from time to time.
- 3.2 Failure to comply with any legislation in force from time to time, whether federal, provincial or municipal, which is applicable to the Corporations or their property and the Owners and/or Residents, shall be deemed a breach of these Rules.
- 3.3 Any losses, costs or damages incurred by the Corporation (including, without limitation, legal costs) by reason of a breach of the Act, or the Declaration, By-laws and Rules or by reason of any litigation against the Corporation without obtaining a judgment against the Corporation, by any Owner, Resident and/or Occupant, or by the respective family members, tenants, guests, invitees, customers, employees or agents of the Owner, Resident and/or Occupant or any of the foregoing shall be borne and paid for by such Owner of the unit and shall be deemed to be additional contributions towards the common expenses payable by such Owner and shall be recoverable as such.
- 3.4 The Shared Facilities Committee, Property Management, Superintendent, Security or agent thereof, may at any time or times, in their sole and absolute discretion, deny access to or remove any Owner, Resident, Guest(s), or their agent from any Shared Facilities upon contravention of these Rules. This includes but is not limited to vehicles, articles, items and/or persons.
- 3.5 The Corporations through the Shared Facilities Committee endeavour to protect the personal property of Owners and/or Residents, however, the Corporation, its directors, officers, employees or agents are not liable whatsoever for any

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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 or on the Shared Facilities.

- 3.6 Any reference herein to a fee to be charged by the Corporations or time limit imposed or permitted by them through the Shared Facilities may be changed from time to time by the Shared Facilities Committee, acting reasonably.
- 3.7 Each Resident is responsible for ensuring that their Guest(s) are fully aware of all Rules.
- 3.8 The cost related to any damage to the Facilities caused by a Resident and or Guest(s) is the responsibility of the Resident and/or the Owner of the unit in which the Resident resides and may be enforced in the same manner as arrears of common expenses pursuant to the provisions of the Act.

4. FIRE

- 4.1 No one shall do or permit anything to be done or bring or keep anything in or on the Shared Facilities, which will in any way increase the risk of fire or the rate of fire insurance premiums with respect to the Shared Facilities, or on any property kept therein, nor obstruct or interfere with the rights of Owners and/or Residents, nor in any way injure or annoy them, nor conflict with the regulations of the fire department, or with any insurance policy carried by the Shared Facilities, nor conflict with any ordinances of the Simcoe Muskoka District Health Unit, or with any municipal by-law or any provincial or federal statute or regulation.
- 4.2 No smoking is permitted in any area of the Shared Facilities.
- 4.3 No one shall overload existing electrical circuits in any of the Shared Facilities.
- 4.4 Parking is not permitted in designated fire routes.

5. SHARED FACILITIES – USE AND ACCESS

- 5.1 No commercial use shall be permitted in or with respect to any part of the Shared Facilities unless approved by the Shared Facilities Committee, in writing. Commercial use includes, but is not limited to, the carrying on of a business for commercial, retail, institutional, industrial or other professional uses.
- 5.2 Persons who are not Residents of the Corporations shall not be issued a FOB granting FOB access to any Shared Facilities.
- 5.3 No person who is not a Resident of either Corporation shall have access to or shall be entitled to use any portion of the Shared Facilities except as a Guest of a Resident.
- 5.4 No auction or garage sale shall be held on the Shared Facilities.

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- 5.5 No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on the Shared Facilities (including without limitation the grass, plants, hedges, shrubs, flowers and trees) nor place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the Shared Facilities, without the prior written consent of the Shared Facilities Committee or the Property Manager.
- 5.6 Roller-skating, skate-board riding, bicycling, ball throwing, street games (e.g. ball hockey, soccer) and other similar activities are strictly prohibited upon the Shared Facilities.
- 5.7 No one shall congregate in the Shared Facilities, except inside the rooms of the Shared Facilities as otherwise permitted by the Rules.
- 5.8 All Shared Facilities are used at the users' risk. The Corporations through the actions of the Shared Facilities Committee and its authorized agents are not responsible for accidents, lost or stolen property or any other damages, howsoever caused.
- 5.9 Boisterous behaviour of any sort, including yelling, running, rowdy behaviour or any other general forms of misconduct are not permitted within the Shared Facilities at any time, and any person who commits same may be ejected from the Shared Facilities by the Property Manager. The Property Manager shall have the unfettered discretion to determine what constitutes "boisterous behaviour".
- 5.10 No one shall create or permit the creation or continuation of any noise or activity that, in the opinion of the Board of Directors or the Property Manager, constitutes a nuisance or an annoyance to others.
- 5.11 Radios, iPods, laptops, video games, DVD players and similar devices shall only be used by Residents and their Guests in or on the Shared Facilities with earphones and at a volume which no other person can hear. Notwithstanding the foregoing, this restriction shall not apply to the use of the Kempenfelt or Ellen Rooms during a rental thereof or for a Nautica Social Committee function.

6. PARKING

- 6.1 Only Authorized Vehicles are permitted in the Visitors Parking Lot.
- 6.2 Motor vehicles and bicycles must not exceed ten (10) kilometres per hour anywhere on the Shared Facilities.
- 6.3 No vehicle shall enter the Indoor Parking Garage without displaying the Resident Parking Pass affixed to the vehicle in a permanent and visible manner. In the case of a guest that has permission from the resident to use their parking spot, the guest must obtain and display the indoor parking pass from security.
- 6.4 No vehicle shall park or be left in the Visitor Parking Lot overnight without displaying the Guest Parking Pass obtained from Security. Guest Parking Passes shall be permitted for Authorized Vehicles only for a maximum of three consecutive nights per request.

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- 6.5 No Resident shall park in the Visitors Parking Area at any time.
- 6.6 The Shared Facilities Committee from time to time, may limit the number of visitor parking at any time during public holidays and events such as Kempenfest.
- 6.7 All bicycles shall be secured to bike racks designated for the purpose. Any bicycle stored in a place not designated for the storage of bicycles will be removed and impounded at the bicycle owner's expense.
- 6.8 The Shared Facilities Committee may, in its or their sole discretion, acting reasonably, limit, control or deny access to the Visitors Parking Lot.
- 6.9 No boat, snowmobile, recreational vehicle, machinery, equipment, boxes, shopping carts, containers, tires or other items shall be parked or stored on any portion of the Shared Facilities, nor in the Visitor Parking Lot.
- 6.10 No repairs shall be made to any motor vehicle in the Shared Facilities except for emergency repairs intended to enable a vehicle to be moved or removed from the Shared Facilities.

7. PODIUM: USE AND ACCESS

- 7.1 The Podium is for the sole use and enjoyment of Residents and accompanied Guests.
- 7.2 Unit Owners who do not reside in the building and/or who have leased their units shall not be permitted to use the Shared Facilities and shall not be entitled to obtain or keep an active FOB which provides access to the Shared Facilities.
- 7.3 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 facilities in the Podium.
- 7.4 The Podium is considered a public area, as such appropriate attire is to be worn at all times.
- 7.5 Residents should accompany their Guest(s) in the Podium at all times.
- 7.6 The use of the Podium may be restricted during organized activities of the Corporations.
- 7.7 Except where specifically provided otherwise in these Rules, drinking and eating is prohibited in the Podium. Notwithstanding the foregoing, water in plastic/metal containers is permitted in the Podium.
- 7.8 No uncovered food or open drink is to be carried or consumed in the hallways of the Podium.
- 7.9 No one shall move any furniture, appliances or large and heavy items from one of the Corporations to another via the Podium.

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- 7.10 No one shall use the Podium and/or common areas for any purpose which may interfere with the use and enjoyment of the property by Residents.
- 7.11 No one shall wear any wet or muddy footwear in the Podium.
- 7.12 Lockers in the pool area change room are only for use by Residents and Guests while using the Podium.
- 7.13 Anyone using the lockers in the change room must supply their own locks. Locks must not be left on any locker overnight.
- 7.14 The Corporations shall not be responsible for any loss or theft of any personal articles however caused or occasioned.

8. SWIMMING POOL

- 8.1 In addition to any of the rules listed in Section 7, the following rules apply specifically to the Swimming Pool:
- 8.2 Residents and Guests shall sign in by identifying their identification of unit number and number of users when entering the swimming pool, hot tub and sauna area.
- 8.3 The pool is UNSUPERVISED. Persons under 18 years of age are not allowed within the pool enclosure unless accompanied and directly supervised by a parent or his or her agent who is not less than 18 years of age. It is strongly recommended that no one swims alone. The total number of persons on the pool deck and in the pool shall not exceed 24.
- 8.4 No one infected with a communicable disease or having open body sores shall enter the swimming pool.
- 8.5 No one shall pollute the water in the swimming pool in any matter. Without limiting the generality of the foregoing, spitting pool water and the blowing of the nose in the pool or on the deck is prohibited.
- 8.6 No parties of any kind are permitted to be held in the pool, sauna, or hot tub area.
- 8.7 For health reasons and to avoid unnecessary pool closures, babies and toddlers must wear "swim diapers" (i.e. Huggies Little Swimmers) in the pool and on the pool deck. Changing of any diapers is not permitted within the pool area.
- 8.8 Each bather shall take a shower, using warm water and soap and then rinse thoroughly prior to entering the pool area. Management has the authority to enquire and restrict or prohibit the use of the pool if it is determined in its sole discretion that any person has not abided by this rule.
- 8.9 Suntan oils, lotions, creams or other such pre-sun or sun tanning preparations must be washed off before entry or re-entry into the swimming pool.

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- 8.10 Bathing suits are only allowed in the pool area including the inside pool deck, the sauna, the hot tub and change rooms. Street shoes are not permitted in the pool area. Appropriate clothing must be worn to and from the pool change room in the Podium.
- 8.11 Swim attire designed for swimming must be worn in the swimming pool.
- 8.12 The pool furniture within the indoor swimming area is not to be moved from the pool deck.
- 8.13 In the event of an emergency, the emergency number 911 is posted above the wall telephone in the indoor pool area, which indoor telephone is within 50 feet of the pool. This line is designated for emergency use only and must not be used for any other purpose.
- 8.14 Diving or jumping into the swimming pool is not permitted.
- 8.15 No one shall bring any glass or breakable objects into the swimming pool area. No alcohol is to be consumed within the pool area including but not limited to the pool deck, hot tub area, sauna, or change room.
- 8.16 The following times have been reserved for lane swimming only: 9:00 a.m. to 11:00 a.m. and 9:00 p.m. to 11:00 p.m.

9. SAUNA AND HOT TUB

- 9.1 In addition to any of the rules listed in Section 7 and Section 8 (including the requirement to sign in pursuant to rule 8.2), the following rules apply specifically to the Sauna and Hot Tub:
- 9.2 No one shall wear any outdoor footwear or wet or muddy footwear in the sauna and hot tub area.
- 9.3 The sauna and hot tub are UNSUPERVISED. It is recommended that no one use the sauna or hot tub alone. Information is posted concerning the benefits and risks of using the sauna and hot tub. Persons under 18 years of age are not allowed in the hot tub nor in the sauna unless accompanied and directly supervised by a parent or his or her agent who is not less than 18 years of age.
- 9.4 Prolonged use of the hot tub and sauna may be injurious to your health.
- 9.5 Pay particular attention to the suggested exposure time based on age and temperature and err on the side of caution. In general, the high temperatures that saunas or hot tubs can achieve may be detrimental to the elderly and those with heart conditions or hypertension and those with breathing problems, sensitivity to heat or other chronic conditions. Pregnant women and children should avoid using the sauna and hot tub. Please note that the hot tub is not recommended for babies and toddlers as this is a health risk to the child.
- 9.6 Each person shall enter and exit the hot tub slowly.

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- 9.7 No one shall bring any glass or breakable objects into the hot tub or sauna. The sauna door shall not be left open.
- 9.8 No powder may be used within the change rooms, as same creates a slippery, hazardous situation.
- 9.9 No alcohol is to be consumed within the pool area including but not limited to the pool deck, hot tub area, sauna, or change room.

10. EXERCISE ROOM

- 10.1 In addition to any of the rules listed in Section 7, the following rules apply specifically to the Exercise Room:
- 10.2 For the safety of all users of the exercise room, children 12 years of age and under are prohibited from using any of the weight machines or exercise equipment, including, but not limited to, all weight equipment, cardio machines, free weights and other items provided by the Corporations for use in the exercise room. Children ages 13 to 17 must be closely supervised by a Resident over the age of 18 at all times.

No food or drink may be brought into the exercise room, with the exception of plastic bottled water.

Suitable appropriate workout clothing is to be worn in the Exercise Room. No one shall wear any sort of wet attire, including bathing suits, in the Exercise Room.
- 10.3 Only soft soled non-marking shoes and appropriate exercise clothing are to be worn in the Exercise Room. No outdoor footwear nor wet or muddy footwear shall be worn in the Exercise Room.
- 10.4 The Exercise Room is not a play area. For the safety of all users, toys and other items for non-exercise related use are not permitted in the Exercise Room.
- 10.5 All equipment shall be treated with reasonable care, caution and respect in order to avoid serious injury or damage. All users of the equipment should read all cautions and follow the instruction booklet that has been provided with the gym equipment. Users bear sole responsibility for any loss or injury. When exercising with free weights, it is recommended to always use a spotter, especially when lifting over your head or over your chest.
- 10.6 Removal of any equipment from the Exercise Room for any purposes is prohibited. Weights must be placed in the racks after use.
- 10.7 All exercise equipment must be wiped clean after each use by the person who used the equipment.
- 10.8 Televisions must be used in Closed Captioning only with no sound and turned off after use.

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10.9 Radios, iPods, laptops, DVD players and similar devices shall only be used by with earphones and at a volume which no other person can hear.

11. GAMES ROOM

11.1 In addition to any of the rules listed in Section 7, the following rules apply specifically to the Games Room:

11.2 Care, safety and respect should be maintained while using the games and equipment found within the Games Room as most are not only fragile and expensive, but have been kindly donated. Children under the age of 18 years must be closely supervised by a Resident over the age of 18 at all times. Use of the pool tables is restricted to persons over the age of 18 years. No food or drink may be brought into the Games Room, with the exception of water in a plastic or metal container.

11.3 Each Resident and his or her Guest(s) must only use one recreational table at a time.

11.4 Pool cues without tips are strictly prohibited from being used within the Games Room.

12. KEMPENFELT ROOM, ELLEN ROOM, CONFERENCE ROOM

12.1 In addition to any of the rules listed in Section 7, the following rules apply specifically to the Kempfenfelt Room, Ellen Room and Conference Room:

12.2 All bookings for these rooms shall be made through the Property Manager during regular business hours. Bookings cannot be made more than six months in advance.

12.3 Any application form supplied by Property Manager to the Resident requesting the booking (Resident Applicant), shall be completed in full and signed by the applicant prior to return to the Property Manager or agent prior to the booking being reserved. The Property Manager or agent may require such information, as decided in their sole discretion, as reasonable from any party applying for use of any of these rooms.

12.4 The Property Manager or agent shall request, and the Resident Applicant shall provide, the rental payment in full in addition to a security/cleaning deposit, in such sums as the Board may determine at the time of reservation.

12.5 The Resident Applicant must provide the Property Manager or agent with more than 30 days' notice of the cancellation of the reservation. Any cancellations within the final 30 days prior to the reservation date shall result in the forfeiture of the reservation fee unless the room is rented out to another party.

12.6 Subsequent to any event being held within these rooms, the Property Manager or agent shall determine if any damage has been occasioned to the room and shall notify the Resident Applicant in writing as to the determination. If no damage has occurred to the room, the security/cleaning deposit less cleaning charges shall be

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returned to the Resident Applicant who booked the room. If there is damage, the Property Manager or agent shall be empowered to apply the security/cleaning deposit first against any and all damage(s). In the event the deposit is insufficient to pay for the damage(s) and cleaning expenses, the Resident Applicant shall immediately reimburse the Corporation for all sums expended by the Property Manager or agent in excess of the security deposit amount to repair the damage and clean the room(s).

- 12.7 All functions within these rooms must be terminated no later than 1:00 a.m. and the room thereafter immediately vacated by all persons.
- 12.8 No bookings of these rooms are permitted on New Year's or Christmas Eve.
- 12.9 The enjoyment of food and beverages is permitted within these rooms during such times, and subject to such restrictions, as the Property Manager and/or the Shared Facilities Committee may decide from time to time.
- 12.10 Alcohol cannot be sold, whether for profit or otherwise, at any function within these rooms.
- 12.11 The Shared Facilities 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 or a Nautica Social Committee function. The Corporation may require proof of such charitable status at the time of booking.
- 12.12 Garbage shall be removed and disposed of following use of the room in the respective garbage/recycling room on level one floor. The adjoining washrooms shall be left in a clean and tidy condition. Clean-up must be completed immediately following use.
- 12.13 No furniture may be removed from these rooms.
- 12.14 All provisions in any Room Rental Agreements are enforceable in the same manner as these rules.
- 12.15 No one shall use the Kempenfelt Room, Ellen Room, or Conference Room for any purpose which may interfere with the use and/ or enjoyment of the remaining Podium by Residents, or their Guest(s).

13. PETS

- 13.1 No animals of any kind shall be permitted within any part of the Podium.
- 13.2 Owners of pets will be responsible for removal and disposal of all waste associated with their pet(s) in Shared Facilities.
- 13.3 Owners shall keep their pet(s) leashed at all times while on Shared Facilities, including but not limited to the parking garage, visitors parking lot, walkways, sidewalks and grass.

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- 13.4 No person shall allow a leash to extend beyond a length of six (6) feet and such leash must be held or restrained by a competent person who can reasonably control the dog (*City of Barrie By-Law 2010-035 section 5.4.0.0.0 or any subsequent amendment thereof*).
- 13.5 In order to maintain facility cleanliness whenever possible, owners shall carry their pets through indoor Shared Facilities.
- 13.6 Owners shall assume all responsibility for their pets within Shared Facilities. Pet waste shall be deposited in outdoor waste containers only.

14. HARASSMENT AND INTERFERENCE

- 14.1 No one shall act in a manner that is deemed by the Shared Facilities Committee to be unmanageable, rude, disruptive, aggressive, abusive, anti-social, threatening or harassing in nature towards any Board members, Management, employees, agents, invitees or contractors of the Corporation or Management, Owners, Residents or Guests.
- 14.2 No one shall interfere with, hinder or impede the Board, Shared Facilities Committee or Management or any of their employees or agents from carrying out their duties and obligations pursuant to the Act, the Corporations' Governing Documents or any agreement to which the Corporation is a party.
- 14.3 The Corporations have adopted, as a rule of the Corporations, the Workplace Violence Prevention Policy and Workplace Discrimination and Harassment Prevention Policy attached hereto as Schedule "A". No one shall contravene the Workplace Violence Prevention Policy and Workplace Discrimination and Harassment Prevention Policy.

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SCHEDULE "A"

WORKPLACE VIOLENCE PREVENTION POLICY AND WORKPLACE DISCRIMINATION AND HARASSMENT PREVENTION POLICY APPENDED TO RULES REGARDING HARASSMENT AND INTERFERENCE

A. WORKPLACE VIOLENCE PREVENTION POLICY

1. Statement of Policy

The Nautica Shared Facility is committed to the prevention of workplace violence and is ultimately responsible for the health and safety of all workers within its facilities. This includes the health and safety of the Corporation's employees and the employees of companies that provide services to the Corporation. The Corporation will take whatever steps are reasonable to protect its workers from workplace violence from all sources.

2. Definitions

Workplace violence is defined to be:

- (a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- (b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or
- (c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the employee, in a workplace, that could cause physical injury to the worker.

3. Application of Policy

Violent behaviour in the workplace is unacceptable from anyone. This policy applies to all persons who may be in any workplace of the Corporation. This includes the Corporation's employees, employees of other companies that provide services to the Corporation, visitors, guests, current and prospective unit owners and residents. A workplace of the Corporation is any place at which workers of the Corporation work, including the units, common elements, as well as any shared facilities. Everyone in the workplace must be dedicated to preventing workplace violence. The management team, board members of self-managed corporations, supervisors and all other workers are expected to uphold this policy and will be held accountable by the Corporation for doing so.

4. Workplace Violence Prevention Program

The Corporation has developed a Workplace Violence Prevention Program that implements this Workplace Violence Prevention Policy. It includes:

- (a) an assessment of the risk of work place violence;
- (b) measures and procedures to protect workers from workplace violence;

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- (c) a means of summoning immediate assistance in the event of a violent or potentially violent incident;
- (d) a process for workers to report incidents or raise concerns of work place violence;
- (e) a process for investigating incidents of work place violence; and
- (f) periodic reassessment of the Corporation's Workplace Violence Prevention Policy and Workplace Violence Prevention Program.

The Corporation will ensure that this Workplace Violence Prevention Policy and the supporting Workplace Violence Prevention Program are implemented and maintained and that all workers and supervisors have the appropriate information and instruction to protect them and their co-workers from violence in the workplace.

5. Responsibility

All workers will adhere to this Workplace Violence Prevention Policy and the supporting Workplace Violence Prevention Program. The management team, board members of self-managed corporations and supervisors, if any, are responsible for ensuring that the measures and procedures set out in the Workplace Violence Prevention Program are followed by workers and that workers have the information they need to protect themselves and their co-workers from workplace violence.

Every worker must work in compliance with this Workplace Violence Prevention Policy and the supporting Workplace Violence Prevention Program. All workers are encouraged to raise any concerns about workplace violence and are required to report any violent incidents or threats of violence.

B. WORKPLACE DISCRIMINATION AND HARASSMENT PREVENTION POLICY

1. Statement of Policy

The Corporation recognizes the dignity and worth of all persons and to that end believes in providing and maintaining a work environment in which all employees of the Corporation and employees of companies providing services to the Corporation, owners, residents, guests and visitors are free from workplace harassment.

2. Prohibited Discrimination and Harassment

First, the *Human Rights Code* provides that every person has the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability (the "**prohibited grounds**").

This provision means that there is a prohibition on any form of discrimination based upon a prohibited ground, save and except for differential treatment of a person that is for a reasonable and legitimate purpose (e.g. bona fide occupational requirement). Any form of wrongful discrimination is therefore prohibited including, but not limited to, the harassment of a person on the basis of one of the prohibited grounds,

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Second, the *Human Rights Code* provides that every person who is an employee has a right to be free from harassment in the workplace because of sex by his or her employer or an agent of the employer or by another employee. The *Human Rights Code* also provides that every person has the right to be free from a sexual solicitation or advance made by a person in a position to grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that the solicitation or advance is unwelcome. The *Human Rights Code* also provides that every person has a right to be free from any reprisal or threat of reprisal for the rejection of any such sexual solicitation or advance.

Third, the *Occupational Health and Safety Act* prohibits any form of workplace harassment. It is not limited to harassment based upon prohibited grounds. It is a broader prohibition of harassment than that contained in the *Human Rights Code*.

3. Definitions

In order to understand the scope of this policy, it is necessary to set out the definitions of certain terms.

- (a) **“Workplace”** for the Corporation’s purposes means any place in the Corporation or shared facilities, if any, where work-related activities are conducted.
- (b) **“Harassment”** means engaging in a course of vexatious comment or conduct that is known, or ought reasonably to be known, to be unwelcome. It includes unwelcome, unwanted, offensive, or objectionable conduct that may have the effect of:
 - (i) creating an intimidating, hostile or offensive work environment;
 - (ii) interfering with an individual’s work performance;
 - (iii) adversely affecting an individual’s employment relationship; and/or
 - (iv) denying an individual dignity and respect.

Harassment may result from one incident or a series of incidents. It may be directed at a specific individual or group.

Examples of harassment or discriminatory conduct which may constitute workplace harassment, include, but are not limited to:

- (i) humiliating an employee of the Corporation or another employer’s worker, in front of co-workers, owners, residents, visitors, guests or another employer’s workers;
- (ii) the making of any work-related decision (including matters of hiring, promotion, compensation, work assignments, evaluations, training or job security) on the basis of any of the prohibited grounds rather than on the basis of merit;

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- (iii) comments which are intended, or that ought reasonably to be known, to promote stereotyping of a person or persons on any of the prohibited grounds;
 - (iv) jokes or comments which draw attention, for example, to a person's disability, age, ethnic, racial, or religious background or affiliation or which draw attention to a person's gender or sexual orientation with the effect of undermining such a person's role in a professional or business environment or that by their nature are known or ought reasonably to be known to be embarrassing or offensive;
 - (v) derogatory remarks, verbal abuse or threats directed towards members of one gender or regarding the sexual orientation of an individual or individuals or with respect to the ethnic, racial or religious background or affiliation of an individual or group; and/or
 - (vi) bullying.
- (c) **"Sexual Harassment"** is any unsolicited conduct, comment, or physical contact of a sexual nature that is unwelcome by the recipient. It includes, but is not limited to:
- (i) any unwelcome sexual advances (oral, written or physical);
 - (ii) requests for sexual favours;
 - (iii) unwelcome sexual or gender related comments, innuendoes, remarks, jokes or taunts;
 - (iv) unnecessary physical contact such as patting, touching, pinching or hitting;
 - (v) displays of sexually degrading, offensive or derogatory material such as graffiti or pictures;
 - (vi) physical or sexual assault;
 - (vii) propositions of physical intimacy;
 - (viii) bragging about sexual prowess;
 - (ix) leering or inappropriate staring;
 - (x) inquiries or comments about a person's sex life or sexual behaviour; and/or
 - (xi) sexual jokes or stories causing embarrassment or offence, that are told or carried out after the person telling the story or joke has been advised that they are embarrassing or offensive or that by their very nature are known or ought reasonably to be known to be embarrassing or offensive.

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4. Application of Policy

This policy applies to all employees of the Corporation and employees of companies that provide services to the Corporation, visitors, guests, current and prospective unit owners and residents. This policy covers all forms of discrimination or harassment prohibited under the *Human Rights Code* and the *Occupational Health and Safety Act*.

This policy applies not only during working time, but to and during any activities on or off the premises of the Corporation that could reasonably be associated with the workplace including work related social events.

5. Workplace Discrimination and Harassment Prevention Program

In order to implement this Workplace Discrimination and Harassment Prevention Policy, the Corporation has developed the following Workplace Discrimination and Harassment Prevention Program. That Program, as more fully set out in the Program documents:

- (a) includes measures and procedures for workers to report incidents of workplace discrimination or harassment;
- (b) sets out how the Corporation will investigate and deal with incidents and complaints of work place discrimination and harassment; and
- (c) sets out the information, instruction and training that will be provided to all the workers of the Corporation with respect to this policy and the supporting Workplace Discrimination and Harassment Prevention Program.

6. Responsibility

All workers are responsible for ensuring that discrimination and harassment are not tolerated in the workplace.

All workers when they become aware of any allegations or complaints of workplace discrimination or harassment are requested to promptly report those allegations or complaints to a manager, a supervisor, or other person as may be appropriate.

The management team, board members of self-managed corporations and supervisors are responsible for providing a work environment that is free from workplace discrimination and harassment. This responsibility includes actively promoting a positive, harassment and discrimination free, work environment.

7. Investigations of Discrimination or Harassment

All complaints, reports or allegations, formal and informal, of workplace discrimination and harassment will be investigated in accordance with the Workplace Discrimination and Harassment Prevention Program of the Corporation.

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C. GENERAL

1. Consequences

The Corporation, if the violator is an employee of the Corporation, has the sole responsibility and authority to determine the appropriate disciplinary action, if any, for a violation of the Workplace Violence Prevention Policy and/or the Workplace Discrimination and Harassment Prevention Policy. Disciplinary action for violations of these policies will take into consideration the nature and impact of the violation, and may include discipline from a verbal or written reprimand to termination of employment without notice or compensation. If the violator works for one of the Corporation's suppliers, the Corporation may require the supplier to take disciplinary action satisfactory to the Corporation before permitting the violator to provide further services to the Corporation on behalf of the supplier or may require the supplier to provide its goods/services via another employee or both. If the violator is a resident, guest or visitor, the Corporation may pursue any and all legal remedies necessary to protect workers from further harm, which may include the involvement of police, a cease and desist order and/or a restraining order. If any work is required to be performed by the Corporation in a unit where a violator resides, the Corporation may prohibit such violator from being present in the unit while such work or repairs is being completed.

Deliberate false accusations of workplace violence, discrimination or harassment are of an equally serious nature and will also result in disciplinary action up to and including termination of employment without notice or compensation. An unproven allegation of violence, discrimination or harassment does not mean that violence, harassment or discrimination did not occur or that there was a deliberate false allegation. It may simply mean that there was insufficient evidence to proceed or that even though the complainant may have genuinely believed that there was violence, discrimination or harassment, the investigation has not borne out the complaint.

2. Reprisals

Retaliation or reprisals are prohibited against any individual who has complained of workplace violence, discrimination or harassment under these policies, or has provided information regarding such a complaint. Any such retaliation or reprisal is subject to disciplinary action, up to and including termination of employment without notice or compensation. If a complaint is made against one of the Corporation's suppliers and the supplier retaliates against the complainant, the Corporation may require the supplier to take disciplinary action satisfactory to the Corporation before permitting the violator to provide further services to the Corporation on behalf of the supplier, or may require that goods/services are provided through a different employee or both. Alleged retaliation or reprisals are subject to the same complaint procedures and penalties as complaints of discrimination and harassment.

3. Confidentiality

The Corporation recognizes that individuals may find it difficult to come forward with a complaint under this policy because of concerns of confidentiality. Therefore, all complaints concerning workplace violence or discrimination or harassment, as well as the names of parties involved, shall, to the degree possible, be treated as confidential. However, the Corporation's obligations, including the obligation to conduct an investigation into the alleged complaint may require limited disclosure. At the conclusion of each complaint process, all related documentation will be maintained for safe-keeping in a confidential manner in the management office or with the President of the Corporation's board of directors if the corporation is self-managed.

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4. Complaints Against Third Parties

The Corporation recognizes that a worker may be subject to workplace violence, discrimination or harassment by co-workers, employees of other companies that provide services to the Corporation, current and prospective unit owners and residents, visitors, guests and by others who conduct business with the Corporation.

A worker who believes that he or she has been subjected to discrimination or harassment by a person who does not work for the Corporation may seek the advice of the management team or board members of self-managed corporations who will take whatever action is practicable and appropriate in the circumstances. The Corporation's board of directors intends to pass this policy as a rule of the Corporation, so that reaches of the policy by unit owners/tenants/visitors/guests shall be dealt with as a breach of the Corporation's rules.

5. Commitment

The Corporation pledges to investigate and deal with all incidents and complaints of workplace violence, discrimination and/or harassment in a fair and timely manner, respecting the privacy of all concerned as much as possible.