SCHEDULE "C"

RULES AND REGULATIONS

- The public halls and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from any of the Units in the Building, and the fire towers shall not be obstructed in any way.
- No Purchaser shall make or permit any disturbing noises in the Building or do or permit anything to be done therein, which will interfere with the rights, comfort and convenience of other occupants of the Building. No Purchaser shall play upon any musical instrument or permit to be operated a phonograph or radio or television loudspeaker or other sound producing device in such Purchaser's Unit or practice or suffer to be practiced either vocal or instrumental music before 8:00 a.m. or after 11:00 p.m. or if the same shall disturb or annoy other occupants of the Building. No Purchaser shall give vocal or instrumental instruction at any time.
- 3. Each Purchaser shall keep such Purchaser's Unit in a good state of preservation and cleanliness and shall not sweep or threw or permit to be swept or thrown therefrom, or from the doors, windows, terraces or balconies thereof, any dirt or other substances.
- 4. No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the windowsills of the Building.
- No shades, awnings, window guards, ventilators, supplementary heating or airconditioning devices shall be used in or about the Building except such as shall have been approved by the Vendor.
- No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Building, except such as shall have been approved by the Vendor, nor shall anything be project out of any window of the Building without similar approval.
- No velocipedes, bicycles, scooters, shopping carts, or similar vehicles shall be allowed in the passenger elevators and none of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, areas or courts of the Building.
- No Purchaser shall willfully or unduly waste or permit to be wasted, the hot and cold water and heat supplied or furnished by the Vender and will promptly repair leaky taps or toilets.
- Toilets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into same. Any damage resulting from misuse of any toilets or other apparatus shall be paid for by the Purchaser in whose Unit it shall have been caused.
- 10. No Purchaser shall keep or harbor in the Building any animal, bird, domestic or household pet without the written consent of the Vendor, provided that the Vendor may at any time in writing revoke such consent or request the removal of any domestic or

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household pet, animal or bird, which is a nuisance or causing an annoyance to others, whereupon such animal or pet shall be removed forthwith from the Building. No Purchaser shall feed pigeons, gulls or other birds from the windows of their Units, or anywhere in close proximity to the Building.

- 11. No radio or television aerial shall be attached to or hung from the exterior of the Building without the approval of the Vendor.
- 12. The agents of the Vendor, and any contractor or workman authorized by the Vendor, may enter any Unit at any reasonable hour of the day for the purpose of inspecting each Unit to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
- 13. The Vendor shall have the right from time to time to reduce or relocate any space devoted to storage or laundry purposes and to limit the hours in which the same are available for use by Purchasers.
- 14. Garbage and refuse from the Units shall be deposited in such place in the Building only and at such times and in such manner as the manager of the Building may direct.
- 15. No vehicle belonging to a Purchaser or to a member of the family or guests, subtenant or employee of a Purchaser shall be parked in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
- 16. Complaints, if any, regarding service in the Building shall be made in writing to the Vendor.
- 17. The Vendor may retain a passkey to each Unit. No Purchaser shall alter any lock or install a new lock on any door leading into his Unit without the prior approval of the Vendor, which approval the Vendor shall not unreasonably withhold or delay If such approval is given, the Purchaser shall provide the Vendor with a key for Vendor's use.
- 18. No contractor or workman shall be permitted to do any work in the Unit that would disturb any other resident between the hours of 6:00 p.m. and 8:30 a.m. or on Saturdays, Sundays or legal holidays without the prior consent of the Vendor.
- No auction sale shall be held in any Unit.
- 20. The following rules shall be observed with respect to incinerator equipment:
 - a) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.
 - b) Debris should be completely drip-free before it leaves the Unit and carried to the incinerator closet in a careful manner and in a drip-proof container; then placed into the flue hopper so it will drop into the flue hopper so it will drop into the flue for disposal.

- c) Cartons. boxes, crates, sticks of wood or other solid matter shall not be stuffed into the hopper opening Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items should be left at the incinerator area.
- d) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, high combustible substances or cigar stubs be thrown into the incinerator flue.
- e) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through the hopper door panel into flue.
- f) The Vendor shall be notified of any drippings, or moist refuse, appearing on incinerator closet floor and corridors.
- 21. No Purchaser shall throw or allow to fall or permit to be thrown or to fall any material substance whatsoever out or from any window, door, stairway, passage or other part of the Unit or Building.
- 22. No Purchaser shall place or park anything in the parking area of the Building other than a private automobile or motorcycle
- 23. No Purchaser shall perform any automobile repairs or repairs to other mechanical equipment in any part of the Building
- 24. No Purchaser shall store any combustible, inflammable or other offensive material in his Unit.
- 25. No Purchaser will do or permit to be done anything on the grounds of the Building likely to damage the plants, bushes, flowers or lawns and no Purchaser shall place chairs, tables or other objects on the lawns or other areas or the Building which may be used in common by all Purchasers, so as to damage them or prevent their reasonable growth or to interfere with the cuttings of lawns or the maintenance of such common property from time to time.
- 26. The Vendor shall not be responsible for accidents in or around the swimming pools and saunas and the Purchaser shall observe all rules pertaining to the use of the same.
- The Purchaser shall not install any walls, fences, enclosures, awnings or plantings on any terrace or balcony except with the prior written approval of the Vendor or its managing agent. No cooking shall be permitted on any terraces, balconies or on any roof of the Building, nor shall the walls thereof be painted except with the prior written approval of the Vender or its managing agent. It shall be the Purchaser's duty to keep such terrace, balcony or adjoining roof clean and free from ice, snow, leaves and debris and to provide proper drainage therefore, and the Vendor shall have to duties or obligations with respect to any such matters.
- 28. No Purchaser shall paint any of the exterior of the Building and the appurtenances S:\CypressGardens\bylaws\confirmatoryagreement.doc

- thereto or do or permit to be done anything which would alter the exterior appearance of the Building.
- 29. No Purchaser shall permit cooking or other odors to escape from the Units into the Building.
- 30. No Purchaser shall use any equipment or appliances that result in poor quality or interruption of service to other portions of the Building or overloading of or damage to facilities maintained by the Vendor for the supplying of water, gas, electricity or ether services to the Building.
- 31. No Purchaser shall use any storage space, laundry or other facility outside the Units for the storage of valuable or perishable property.
- 32. If washing machines or other equipment are made available to Purchasers, the same shall be used on condition that the Vendor is not responsible for such equipment or for any damage caused to the property of the Purchaser resulting from the use thereof and that any use that may be made of such equipment shall be at the Purchaser's own cost, risk and expense
- 33. Any consent, approval or permission given under these rules and regulations by the Vendor:
 - a) must be in writing, and
 - b) shall be revocable at any time.
- Any items stored by Purchasers in space furnished by the Vendor in the Building for the purpose shall be at the sole risk of Purchasers and the Vendor shall not be responsible in any way for their loss or damage due to theft, fire, water, water damage or other cases.
- 35. Parking of vehicles of Purchasers only shall be permitted and in such location and on such terms as the Vendor may from time to time prescribe.
- 36. No deliveries or pick up of furniture or major appliances shall be made before 10:00 am or after 4:00 pm without the consent of the Vendor.

SCHEDULE "D"

CAR PARKING RULES AND REGULATIONS

- (1) No motor vehicles in excess of the number for which the licensee has an express right nor any unlicensed vehicle may be parked or allowed to remain in the car parking area.
- (2) No vehicle or goods may be allowed to remain stationary on the tamp or access ways leading to the car parking area or in the car parking area other than in the car space allocated to the Purchaser. Without prejudice to the foregoing no repairs or maintenance may be done on any car.
- (3) No petroleum, spirit or other inflammable substance shall be stored in the car parking area except that carried within the tanks of the motor car using the car parking area.
- (4) No engines shall be used in the car parking area except for the minimum time necessary to ensure arrival, departure and correct parking.
- (5) No avoidable noise, smell or fumes shall be permitted.
- (6) No dog or other animals shall be allowed to remain in a parked car or on the ramp or access ways.
- (7) The Vendor shall be at liberty to prohibit the parking or entry of and to remove any car which shall be used in breach of or be a means of causing a breach of any of these regulations, and neither the Vendor nor its agent shall be responsible for the sate custody of any car so removed or for any damage thereto or in respect of any property contained therein.
- (8) The Vendor shall be at liberty to add to, amend or cancel these regulations, or any of them, for the conduct and management of the car parking area and for the convenience and comfort of the occupiers of the car parking area and the Purchaser shall be bound by any reasonable addition, amendment or cancellation from the time that particulars thereof or a copy of these regulations containing such additional amendment or omitting the cancellation is brought to the knowledge of or delivered to the Purchaser.
- (9) Apart from parking his car, not to do or cause or permit to be done any act or thing in or about or near the car parking area which may be or become a nuisance or inconvenience or cause damage or annoyance to the Vendor or ether persons whomsoever or which may infringe any statutory rule or order or other regulation for the time being in force;
- (10) Not to do or bring or cause or permit to be done or brought any matter or thing upon the car parking area or any part thereof by reason or in consequence of which the rights under any policy of insurance in respect of the car parking area would or might be prejudicially affected;

- (11) Not to damage any fixtures, structures, installations or any other parts whatsoever of the car parking area or cause or permit the same to be done and to make good to the satisfaction of the Vendor or pay reasonable compensation for any such damage:
- (12) Not to obstruct in any way nor to cause or permit any persons or children to obstruct the car parking area or any ramp or access ways leading thereto;
- (13) To observe all statutes, by-taws, orders and regulations of every competent authority for the time being applicable to the keeping of motor cars in the car parking area and in particular to observe all restrictions (which include, inter alia, a total prohibition upon any repairs being carried out to cars whilst in the car parking area and the filling or emptying of fuel tanks) relating to the prevention of fires, petroleum fumes and other dangers.
- (14) The Vendor shall not be liable for accidental loss, damage or injury to the Purchaser or his family, employees. visitors and others or to any car or any of his or their property arising out of, during or in connection with the exercise of the right hereby granted and the Purchaser shall hold the Vendor fully indemnified against all claims in respect thereof and all costs and expenses in relation thereto.
- (15) In the event of the Purchaser transferring or mortgaging User Rights with respect to the Unit and the Undivided Interest these rights shall be deemed to have been transferred or mortgaged as the case may be concurrently therewith without express mention, but save as aforesaid these rights may not be assigned or otherwise dealt with.

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