

Guide to Living at

AQUALUNATM

BAYSIDE TORONTO

Club Rules & Regulations

*for community enjoyment, safety and the enhancement
of your shared investment.*

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Hours of Availability & Access to Your Club

Hours of Availability

Your Club is open 24 hours a day, seven days a week, every day of the year.

Residents using the facilities between **12:00 a.m. and 5:00 a.m.** may be required to register with the Concierge prior to use and the Concierge will provide access, which may be limited depending on safety concerns. Your facilities may be closed for maintenance and cleaning at specified times which will be posted.

All areas of the Club are open for use by residents and their guests at anytime, however some of your community amenities are by reservation only and may require security staffing and deposits depending on the type of function or event one is planning to host.

Throughout your Guide each area has been outlined in detail and you will discover what necessary arrangements are required if any, prior to use. In order to run your Club effectively and efficiently we ask that you promptly leave the reserved amenity or Club at the end of your reserved use.

As your Del Property Management Team and Board of Directors, our goal is to keep your Club open and available to you and your guests, but on occasion there may be community-sponsored events organized by the Board of Directors. Notices of these functions will always be scheduled and posted.

Club Access & Security Measures for your Protection

Your community is equipped with sophisticated access control technology to ensure ease of use and added security. When you registered with your Del Property Management Team, you were provided with access devices that have been specifically programmed for your use.

You are also requested to provide important information about all the occupants of your home and when necessary multiple access devices have been ordered, programmed and issued to you and residents within your suite. Consistent with the best practices in access control, you may be required to provide photo-identification.

Report all damaged or missing equipment immediately, so that repairs can be affected as soon as possible and not to inconvenience subsequent users.

Access to your Club is only by access devices. If you ever lose your access device please report it immediately to your Del Property Management Team and/or the Concierge, arrangements will be made to deactivate the access device while reissuing you a new one. Please note that all replacement or additional access devices for residents are available for a charge.

General Rules

Your general rules relate to common practices that are required for every area of the Club. If you have any questions about any of the rules contained in the Guide, please contact your Del Property Management Team.

1. Hours for the Club are 24 hours a day seven days a week. Residents using the facilities between **12:00 a.m. and 5:00 a.m.** may be required to register with the Concierge prior to use and the Concierge will provide access, which may be limited depending on safety concerns. Your facilities may be closed for maintenance and cleaning at specified times.
2. Please refer to the notices posted in each of the facilities that detail the specific guidelines and policies for use including room capacities, permitted uses and where applicable, fire and safety regulations. The facilities are for resident use only, not for business use.
3. Residents under twelve (12) years of age must be accompanied and supervised by an adult over eighteen (18) years of age at all times.
4. Residents using the facilities are fully liable for any damage that they or their guests cause and costs will be charged accordingly. These costs will be recoverable in the same manner as common expenses and must be paid within 30 days.
5. In order to prevent undue wear-and-tear to the Club and to avoid capacity issues with the amenities, non-resident owners are prohibited from using the common elements, including the facilities, unless their suite is vacant.
6. Non-resident owners are welcome to attend all community meetings or meet with Del Property Management at any time and can show their home to prospective purchasers or tenants.
7. Entry to the Club is by access device only. Staff are not permitted to allow anyone access to the Club. To ensure the safety of the community, access devices cannot be "loaned" out to anyone. The access device and registration must correspond to the resident using the facility. Multiple access devices will not be issued to one person, rather each resident will have a specific access device registered to them.
8. Del Property Management and/or the Concierge and/or employees may request proof of identity by photo identification from individuals using the facilities. Where age is in question with respect to any of the rules, proof of age by photo identification will be required.
9. The Aqualuna amenities are non-smoking, including the use of e-cigarettes or vaping.
10. For the quiet enjoyment of all residents, boisterous behaviour of any sort, (electronic devices without earphones, yelling, running or rowdy activity) that may disturb other residents is not permitted within the facilities at anytime. Any resident or guest that, in the opinion of Del Property Management and/or the Concierge is engaging in boisterous behaviour, shall be asked to leave the facility.

General Rules Continued.

11. For safety reasons and to preserve the Community, scooters*, roller-skating, roller-blading, skate boarding, ball playing and any other similar activities are not permitted in any common area (N.B. medically prescribed scooters are permitted).
12. To ensure privacy, electronic devices must not be used to capture images, and/or video of other residents and users of Aqualuna without their consent.
13. Exits must be always kept free from obstruction.
14. No pets shall be allowed in or on the Club facilities (N.B. service animals are permitted).
15. Food and beverages are permitted in designated areas of your facility but also restricted in others due to health and safety issues. Please refer to the posted notices in the amenity rooms. Board of Director sanctioned events are excepted.
16. All equipment and furniture need to remain in their designated areas and shall be left clean for others to use.
17. No sign, advertisement or notice may be posted in any way throughout the Community without prior consent from Del Property Management or the Board of Directors.
18. A limited number of lockers are available in the change rooms. These are not for permanent use. Locks must be removed immediately after use. Locks left on after one business day will be removed by staff and contents will be held at the Concierge desk for a limited time. The Condominium Corporation will not be responsible for your contents.
19. Del Property Management and the Board of Directors or Corporation Sanctioned Committees at its discretion, may restrict portions of the Club to use for organized programs and classes which are exclusive to residents.
20. Del Property Management, on behalf of the Board of Directors, has the right to refuse access or suspend privileges to the Club to anyone who breaches any of the rules. Privileges may be suspended for a length of time determined at the discretion of the Board of Directors (see Compliance Consequence last page).
21. The Club facilities are unsupervised and Del Property Management, the Declarant, the Board of Directors, its agents and employees are not responsible for accidents, injuries, lost or stolen personal property, or any other damage. There are no medical facilities available in the Club; it is strongly recommended that residents on medication or with medical and/or physical conditions consult with their physician before using the facilities. Use of any facility is at the sole risk of the individual.

General Rules: Guests

One of the best features of your Club is that you can share it with your friends, family and guests. However, to ensure that all residents and their guests can enjoy the same opportunity and to help ensure the safety of everyone, we ask that residents make certain that all guests to our Community adhere to the following rules:

1. Guests must be accompanied by at least one resident over the age of eighteen (18) years while using the Club. A maximum of four (4) guests per suite are allowed to use the facilities, except for reserved events. Visitors using the guest suites and/or visitors who are extended stay guests do not need to be accompanied by a resident.
2. Guests must register with Concierge, identify themselves and the resident they are visiting.
3. Residents are fully liable and responsible for any damage that their guests cause. Costs for damages are recoverable in the same manner as common expenses.
4. Residents are fully responsible for ensuring their guests are aware of, and obey, all rules and regulations of the facilities.
5. Residents may lose the right to use the facilities as a result of any breach(s) of any rules and/or misuse of the facilities by their guests.

General Rules: Reservations & Bookings

A few of your amenities require reservations or bookings and it is our goal to ensure that this process is simple, effective and fair to all. Bookings or reservations for a specific amenity is covered in detail within sections of your Guide.

Some general principles of making reservations for any area of the Club will apply universally.

1. All bookings are on a first come, first served basis and no persons under the age of eighteen (18) years may reserve the rooms.
2. Residents are required to make their own reservations of facilities under their suite number only. Photo identification may be requested at the time of the booking. Bookings are subject to approval by reserving time and registration with Del Property Management and/or the Concierge.
3. Reservations will be held for fifteen (15) minutes from the reserved time.
4. Consecutive reservations of the same equipment or amenity spaces (except guest suites) are not permitted.
5. All facilities reservations must be inspected before and after use with Del Property Management and/or a staff member.

General Rules: Dress Code

The Condominium Corporation and Del Property Management wish to maintain a family friendly environment throughout the facilities. Keeping this objective in mind, we request that you observe the following:

1. Residents and guests are required to wear appropriate attire when using the facilities. This includes proper cover-ups and footwear while going to and from the facilities.
2. Bathing suits and bare feet are permitted in the swimming pool, change rooms, steams rooms, terrace and are not be worn in the lobby, corridor areas, or in any other common area.
3. Perspiration causes hygiene concerns and soil and damages upholstered furniture. Appropriate attire must be worn while exercising (e.g. sport tops). Proper post-exercise attire must be worn in the facilities and other common areas after exercise of any kind.

Outdoor Terrace

Your outdoor amenity spaces have been designed by professional landscape architects and consultants who have created a wonderful space and place for you, your neighbours and your guests to share. Your Del Property Management Team has the responsibility to ensure that the proper maintenance of the common outdoor areas is performed in order for everyone to have an equal opportunity to enjoy these facilities. Residents are required to adhere to the following:

1. Leave the area as you found it with all the furniture in place. Furniture may not be removed from any of your amenity areas.
2. Cover the chairs and lounges with a towel when wearing bathing suits, to avoid damage from lotions.
3. Pets are not permitted on the Terrace.
4. The Club, including the outdoor spaces, is non-smoking, including the use of e-cigarettes or vaping.

Barbeques

The Condominium Corporation and Del Property Management want to ensure a safe, clean barbeque facility that all residents and their guests have an opportunity to enjoy. The barbeques are located on the 7th Floor.

1. As a guideline for booking, generally one barbeque can serve approximately six (6) guests. However, during peak times when there is high-community demand, please keep a good neighbour policy in mind.
2. The use of the barbeques is by reservation only, to ensure that residents are able to plan ahead and to avoid disappointment. These reservations are made through the Concierge.
3. Residents using the barbeques must familiarize themselves with the safe and proper operation of the barbeque. The instructions are posted and are also available from the Concierge.
4. Persons using the barbeques are responsible for cleaning the area before leaving to show consideration for the next users. Barbeque grills must be cleaned after use by brushing them.
5. Due to the popularity of the barbeque areas, the barbeques and tables are limited to a maximum of two (2) hour use. Residents and their guests may remain in the barbeque area for a maximum of two (2) hours during busy periods to give everyone a chance to enjoy this facility.
6. Del Property Management and/or the Concierge have the right to terminate any activity, which in its absolute discretion violates the terms of any rules and regulations relating to the use of the facility, or that become disruptive and unduly disturb other residents.
7. The Club, including the outdoor spaces, is non-smoking, including the use of e-cigarettes or vaping.

Swimming Pool



Del Property Management and/or the Concierge want your visit to your swimming pool facility to be a safe, clean and enjoyable experience. Your facility is managed in compliance with the regulations established by the Ontario Pool Act, which shall take precedent over these rules. In addition to the posted rules we ask that the following conditions be observed:

1. The swimming pool is unsupervised. It is strongly recommended that swimmers should not swim alone. According to the Ontario Pool Act, children under twelve (12) years of age are not allowed within the pool area unless directly supervised at all times by an adult who is not less than eighteen (18) years of age. It is recommended that children under six (6) years of age should be within arm's length at all times.
2. Each user must take a shower using warm water and soap, and thoroughly rinse off all soap before entering and re-entering the pool. All oils, lotions and/or creams must be removed before entering the pool to provide the hygienic environment required.
3. No person infected with a communicable disease or having open sores on their body may enter the pool.
4. It is recommended that pregnant people or people with serious health conditions check with their physician prior to use.
5. Children not toilet trained, or any other person who may lose control of elimination functions, must wear approved watertight attire.
6. Personal flotation devices and toys are permitted as long as they are specifically designed for swimming pool use and do not interfere with others using the facility or the mechanical operation of the pool equipment (e.g. small toys which can block the skimmer).
7. Change rooms are provided and people should be treated with respect. Proper bathing attire must be worn in the swimming pool. Street clothing or substitutes for bathing suits are not permitted as they can create a safety concern and interfere with the effective operation of the pool equipment.
8. All persons with shoulder-length or longer hair must either wear a bathing cap, or have their hair tied back.
9. For health and safety purposes, food and beverages are not permitted anywhere in the swimming pool nor is any type of glassware.
10. Diving is not permitted.
11. Personal belongings, other than items for swimming, are not permitted in the swimming pool area.
12. The telephone provided in the pool area is for emergency use only.
13. Personal hygiene activities are not permitted (e.g. shaving, hair treatments or personal grooming).

Steam



We wish to ensure that the Steam room is relaxing, clean, safe and hygienic environments for all residents to enjoy, with minimum disruption.

1. It is recommended that children under twelve (12) years of age **should not** use the Steam room. Nevertheless, residents under twelve (12) years of age must be accompanied and supervised by an adult over eighteen (18) years of age at all times.
2. Proper attire must be worn at all times in the Steam.
3. It is recommended that pregnant people or people with serious health conditions check with their physician prior to use.
4. No person infected with a communicable disease or having open sores on their body may enter the Steam.
5. Each user must take a shower using warm water and soap and thoroughly rinse off all soap before entering and re-entering the Steam. All oils, lotions and/or creams must be removed before entering the Steam to provide the hygienic environment that we require.
6. Glassware is not permitted.
7. Personal hygiene activities are not permitted (e.g. shaving, hair treatments or personal grooming).

Fitness Studio & Yoga Studio

Del Property Management is committed to operating your exercise facility so that you can expect the equipment provided remains in good condition and is available to residents for a maximum amount of time with a minimum amount of disruption. To help ensure that all residents enjoy the use of the Fitness Studio or Yoga Studio, we ask that the following conditions be observed:

1. All equipment must be used according to its operating instructions. If you are not familiar with the equipment, please check with Del Property Management and/or the Concierge who will assist you.
2. For safety reasons, children under the age of twelve (12) years are not permitted to use the Fitness Studio or Yoga Studio, Children between the ages of twelve (12) to sixteen (17) must be supervised by an adult over eighteen (18) years of age at all times.
3. When exercising, proper attire and sports shoes must be worn at all times.
4. Only equipment and supplies provided and/or authorized by Del Property Management are permitted to be stored in the Fitness Studio or Yoga Studio. If a person's exercise program requires the use of other equipment, same must be removed after each use.
5. All equipment must be returned to its original storage location(s) and turned off after use.
6. For the protection of all users, perspiration must be removed from the equipment after each use by using a towel and disinfectant spray.
7. Please ensure proper use and care of all equipment. Avoid banging or dropping weights when using free weights or machines.
8. No free weights and/or equipment may be removed from the Fitness Studio or Yoga Studio, at any time.
9. Personal Trainers (as guests) are permitted and must be registered with Del Property Management. The facilities are for residential use only and not for business use.
10. As a courtesy to all residents using the Fitness Studio or Yoga Studio, all electronic devices must be silenced and may only be used with headphones. To ensure privacy, cameras, cell phones and portable electronic devices must not be used to capture images, and/or video.
11. Refreshments only in non-breakable containers are permitted.

Billiards



The Condominium Corporation and Del Property Management would like all residents and guests to have an equal opportunity to enjoy the Billiards Lounge.

1. Your Billiards Lounge is available on a first come, first served basis or may be reserved for a specific time (see Reservations and Bookings). Pool cues, balls and chalk are available from the Concierge. Your Billiard table is custom designed for your room; accordingly only chalk provided by the Condominium Corporation may be used.
2. Playing time is 60 minutes to ensure that no one group monopolizes the facility to the detriment of others. Therefore, simultaneous and/or consecutive reservations will not be permitted.
3. A maximum of four (4) players are permitted per table. Guests must be accompanied by at least one resident over the age of eighteen (18) years.
4. To protect the physical integrity of the billiard table, all shots must be taken with at least one foot on the floor, using bridges when necessary.
5. Upon completion of play, cues, cue rests and billiard balls are to be placed back in their allocated storage areas. Place the billiard table cover on the table following use. The Billiards Lounges hall be left clean for others to use. Please report any damaged or missing equipment immediately, so that repairs can be affected as soon as possible, and so as not to inconvenience subsequent users.
6. Refreshments in non-breakable containers and snack and finger foods only are permitted.
7. Due to the complexity and sophistication of your electronic systems for the television and the sound, residents should consult with Del Property Management and/or the Concierge for instructions on the use of the electronics systems.
8. In the event that the Billiards Lounge is booked in combination with the Entertainment Lounge you will be required to provide a \$50.00 non-refundable cheque or money order and a \$100.00 security deposit in the form of a cheque or money order which will be refunded post-event if there is no damage or costs incurred to the corporation as a result of the event.

Meeting Room

Your Meeting Room is an extension of your home office where you can conduct professional meetings and presentations.

1. The Board of Directors reserves the right to permit exclusive use of the Meeting Room without an agreement, for their Board meetings, or Corporation Sanctioned events.
2. The resident who booked the Meeting Room is responsible for ensuring the appropriate use of all furniture and equipment within the facility.
3. This Meeting Room is for resident use only, not for regular business use.
4. Due to the complexity and sophistication of your electronic systems for the television and the sound, residents should consult with see Del Property Management and/or Concierge for instructions on the use of the electronics systems.

Entertainment Lounge

Host a holiday event, birthday party or even a wedding, the exceptional interior finish and design of your Entertainment Lounge will allow you to have the social event of the season. Because this area is one of the most popular facilities of the community, we ask that every resident respect the following rules:

Use of Entertainment Lounge AV & Equipment

The resident who books the Entertainment Lounge is responsible for ensuring the appropriate use of all furniture and equipment within the facility. Due to the complexity and sophistication of your electronic systems for television and sound, residents should consult with Del Property Management and/or the Concierge for instructions on the use of the electronic systems.

Non-Event Entertainment Lounge Functions

Many of our residents want to relax and enjoy the Entertainment Lounge alone or with a few of their guests. It is not uncommon for our residents to use their Entertainment Lounge as a private retreat to catch up on a good book or just to enjoy a change in scenery. For those occasions, your Board of Directors and Del Property Management have created separate "non-event" rules that are as follows:

1. Access to the Entertainment Lounge must be coordinated through Del Property Management and/or the Concierge.
2. The Entertainment Lounge is available for non-events, at no charge, for a maximum of three (3) hours, as long as there are no more than six (6) people present.
3. Reservations are not accepted for non-events and may be used simultaneously by multiple residents. The first resident to use the room must complete a Non-event Form and do the inspection with the Condominium Manager or staff member will follow the process as outlined below for "before, during and after" the event. No security deposit or fee is required.
4. Except for light cleaning, the room must be left in the general condition it was found.
5. No person(s) under the age of eighteen (18) may use the room unless accompanied by an adult eighteen (18) years of age or over who is also using the Entertainment Lounge.
6. Use of all amenity AV systems is allowed for non-events but the programming of the equipment is on a first come, first served basis. The resident who first arrives shall have the use of such equipment for a period of one hour or until the show that is being watched is over, whichever is first.
7. At the sole discretion of Del Property Management and their staff, due to multiple residents using the space, if the capacity of people in the room exceeds the maximum number of persons as posted the non-event status, they reserve the right to limit the function as necessary and/or will require a resident to establish a formal, "event" booking.

Entertainment Lounge Continued.

Event Entertainment Lounge Function

1. The Entertainment Lounge is available on a fee per use basis for events.
2. You must be a resident to reserve the Entertainment Lounge and your guests are welcome up to the maximum number of persons as posted and as long as an Event Guest List is submitted to the Condominium Manager or Concierge at least 24 hours prior to the event.
3. No persons under the age of eighteen (18) may book the Entertainment Lounge.
4. Alcoholic beverages are permitted for reserved events and Board Sanctioned events. The resident hosting the event is responsible for obtaining all necessary licenses and permits, and for ensuring that guests respect this privilege and drink responsibly.
5. The Board of Directors reserves the right to permit exclusive use of the Entertainment Lounge without an agreement, deposit or fee for Board meetings, or Corporation Sanctioned events.
6. Due to Fire Regulations, a maximum number of people (as posted) are permitted to be present in the Entertainment Lounge. Del Property Management and/or Concierge are authorized to closely monitor and enforce the limit. They may refuse further access, or terminate the function, if this requirement is violated.
7. Residents booking the function must ensure that their guests do not use any other facility within the Club with exception of the rest rooms.
8. No activity where an entrance fee, admission charge or donation is expected shall be permitted in the Entertainment Lounge without Board of Directors approval.
9. Gambling and cash bars are not allowed.
10. The use of the facilities is for resident use only, not for business use.
11. The intended use of the Entertainment Lounge must be fully disclosed to Del Property Management as a condition of, and prior to, the booking of the Entertainment Lounge. It is agreed that the premises will not be used for any illegal or offensive purposes.
12. The Board of Directors reserves the right to disallow any group activity.
13. Residents are responsible for full compliance with any legal or regulatory obligations and will fully indemnify and save harmless the Corporation, agents of the Board of Directors, and employees of the Corporation from any breach thereof. Residents further agree that the Corporation is not the host or sponsor of the events and agree to indemnify and hold harmless the Corporation from any damage caused by any guest on or off the property.
14. To reserve the Entertainment Lounge, contact the Del Property Management Office, Concierge. Bookings may be made no more than twelve (12) months in advance, excluding bookings for Community Sanctioned functions. Bookings are on a first come, first served basis. High demand dates (e.g. New Year's) may require a special process for reservation. Please see your Del Property Management Office for details.

Entertainment Lounge Continued.

Deposits & Fees

In order to maintain your Entertainment Lounge to the standards of the community and to ensure that it is preserved for the enjoyment of all of the residents, there are nominal charges due to the administration and coordination of the facility including the appropriate security staff (for groups over 18 people) and post-event cleaning.

At the time of your reservation, you will be required to provide:

\$150.00 non-refundable fee in the form of a personal cheque or money order.

\$1,000.00 security/cleaning deposit in the form of a personal cheque or money order which will be refunded post-event if there is no damage or costs incurred to the Corporation as a result of the event. This must be provided at least one month prior to the event.

A security guard is required to monitor access to the rooms during the reserved event for functions with a group of over eighteen (18) people, with additional guards required in increments of fifty (50). Del Property Management will make arrangements for the booking of the security guard as required based on the number of your guests. The cost of the guards is the responsibility of the resident who reserved the room (e.g. events with nineteen to fifty (19-50) guests will require one (1) guard, events with fifty one to one hundred (51 -100) will require two (2) guards). On statutory holidays, security guards will be charged at increased rates.

Your reservation will not be considered confirmed until the non-refundable deposit and security deposit is received with the Entertainment Lounge Agreement by the Del Property Management Office, and/or the Concierge.

Making & Confirming Your Reservation

At the Time of Reserving the Entertainment Lounge

1. Submit to Del Property Management the Entertainment Lounge Agreement, available from the Del Property Management Office and/or Concierge, with the **non-refundable** personal cheque or money order of \$150.00 payable to the Condominium.

One Month Prior to the Event

1. Provide any **balance of fee** due by personal cheque or money order. Additionally, you must provide the **\$1,000.00** security deposit on a separate personal cheque or money order at this time. All cheques and money orders are to be payable to the Condominium. Failure to provide the security deposit and payment for any outstanding fees will render the reservation or the rental agreement null and void.
2. An Event Guest List must be submitted to the Del Property Management Office and/or the Concierge no later than twenty-four (24) hours before the booked date. This will ensure the efficient arrival of guests and will assist in ensuring appropriate access control for the community. Failure to provide Del Property Management with the Event Guest List within the specified time may forfeit the reservation.

Entertainment Lounge Continued.

Before the Event

1. Before and after any event, the Condominium Manager or staff member will inspect and inventory the rooms with the resident reserving the space. Provided there is no damage found, the security deposit will be returned to the resident. If there is damage, the Condominium Manager will apply the security deposit against the cost of repairing the damage. Any repair costs over and above the deposit will be charged to the resident. Damage charges are required to be paid within thirty (30) days of the event. In the case of a Non-event booking, no security deposit is required.
2. Residents are asked to cancel reservations as soon as possible, but not less than seven (7) days prior to the reserved date (28 days in advance if the event is on a designated holiday). Any cancellations may result in the forfeit of the security/cleaning deposit, at the Condominium Manager's discretion.

During the Event

The function is restricted to the Entertainment Lounge and all other areas of the building are excluded except for entry and access to Entertainment Lounge and designated rest rooms.

1. The resident is responsible for providing their guest with directions to the function. No signs may be posted on the grounds or in the building.
2. Guests will only be permitted entry to the property by the Concierge.
3. It is the resident's responsibility to provide escorts from the lobby to the Entertainment Lounge if necessary. To help preserve the security of the community and your event, doors of the amenities are not to be left open and unattended for people to enter. Staff are not permitted to allow anyone to enter the Club or amenity areas.
4. The resident who signed the Entertainment Lounge Agreement must be present at all times during the function.
5. The resident hosting the event must ensure an acceptable noise level at all times.
6. Cooking is not permitted. The appliances provided may only be used for reheating or warming. All food must be removed from the Entertainment Lounge when vacated.
7. Residents may organize the Entertainment Lounge as they see fit but must ensure that the furniture is returned to its original position. Furniture must be lifted to avoid damage to the floor.
8. Decorations may not be affixed in any fashion that will damage furniture, ceilings, walls, windows, doors and air diffusers.
9. Del Property Management or security have the right to terminate any party or activity, which in its absolute discretion, violates the terms of the rental agreement or any rules and regulations relating to the use of the facility, or that become disruptive and unduly disturb other residents. Security has the right to call in the police to remove people from the premises and to assist in terminating the function.



Entertainment Lounge Continued.

After the Event

1. All garbage must be properly bagged and secured and left in the kitchen area ready for disposal. The resident must clean surfaces and all equipment after use; this includes microwave, refrigerator and stove.
2. The resident who signed the Entertainment Lounge Agreement is responsible for any damage or extra cleaning costs. Del Property Management will return the security deposit, less deductions where applicable, following inspection. Any additional charges, if not paid within thirty (30) days will be recoverable in the same manner as common expenses. This does not limit the procedures of enforcement as herein described in the Rules and Regulations.

Community Courtesy & Quiet Enjoyment

Noisy or rowdy behaviour and excessive music is prohibited within any of the amenities.

For the quiet enjoyment of all residents of the community, the function must end by 1:00 a.m. and the rooms must be cleaned and vacated by no later than 2:00 a.m.

Liquor shall not be sold at any function in any of the facilities.

The room is only to be used according to the intended design and function including use of all furnishings and equipment.

Dining



Cater your special event or entertain your friends in the Dining Lounge. Your Board of Directors and the Del Property Management Team are working to ensure that these facilities are always in excellent condition and are available through an easy, efficient and fair reservation process.

1. The Dining Lounge is available for the reservation and use of residents and their guests. The facility is for resident use only, not for business use.
2. No person(s) under the age of eighteen (18) may reserve the room. Individuals under the age of twelve (12) must be accompanied by an adult over the age of eighteen (18) when using the room.
3. The resident who books the Dining Lounge is responsible for ensuring the appropriate use of all furniture and equipment within the facility.
4. The Dining Lounge is available for non-events, at no charge, for a maximum of three (3) hours, as long as there are no more than six (6) people present.
5. Alcoholic beverages are permitted for reserved events and Board Sanctioned events. The resident hosting the event is responsible for obtaining all necessary licenses and permits, and for ensuring that their guests respect this privilege and drink responsibly.
6. The Board of Directors reserves the right to permit exclusive use of the facility without an agreement, deposit or fees for their Board meetings, or community events of a social or recreational nature.
7. Due to Fire Regulations, a maximum number of people (as posted) are permitted to be present in the Dining Lounge. Del Property Management and/or the Concierge are authorized to closely monitor and enforce the limit. They may refuse further access or end the function.
8. No activity where an entrance fee, admission charge or donation is expected shall be permitted without Board of Directors' approval.
9. The intended use of the facilities must be fully disclosed to Del Property Management as a condition of, and prior to, the booking of the facilities. It is agreed that the premises will not be used for any illegal or offensive purposes and the Board of Directors reserves the right to disallow any group activity.
10. Residents are responsible for full compliance with any legal or regulatory obligations and will fully indemnify and save harmless the Corporation, agents of the Board of Directors, and employees of the Corporation from any breach thereof. Residents further agree that the corporation is not the host or sponsor of the function and agree to indemnify and hold harmless the corporation from any damage caused by any guest on or off the property.
11. To reserve the lounge, contact Del Property Management and/or the Concierge. Booking may be made no more than twelve (12) months in advance, excluding bookings for Board of Director Sanctioned events. Bookings are on a first come, first served basis.
12. All garbage and recycling must be properly sorted bagged and secured and left in the kitchen area ready for disposal. The resident must clean all surfaces and all appliances.

Dining Lounge Continued.

Reservations and Cancellations

Bookings for the rooms are made with the Del Management Office and/or the Concierge up to twelve (12) months in advance. All bookings are to be accompanied with a completed Booking Application and, if required, any fees or deposits for administration, security and cleaning as required. Reservations are not considered confirmed until all applications and payments, if required, are received.

If a resident would like to spontaneously use any of the facilities without an advance booking, then Del Property Management and/or Concierge will assist them accordingly.

Before and after any event, the Condominium Manager or staff member will inspect and inventory the lounge **with the resident reserving the space**. If any damage was caused, any repair costs will be charged to the resident. Any additional charges, if not paid within thirty (30) days will be recoverable in the same manner as common expenses. This does not limit the procedures of enforcement as herein described in the Rules and Regulations.

After the event, all garbage must be properly bagged and secured and left in the kitchen area ready for disposal. The resident must clean all surfaces and appliances.

Residents are asked to cancel reservations as soon as possible but not less than seven (7) days prior to the reserved date (28 days in advance if the event is on a period of high demand or a designated statutory holiday). Any cancellations may result in the forfeit of the security/cleaning deposit at the Condominium Manager's discretion.

Community Courtesy & Quiet Enjoyment

Noisy or rowdy behaviour and excessive music is prohibited within any of the facilities.

For the quiet enjoyment of all residents of the community, the function must end by 1:00 a.m. and the facility must be cleaned and vacated by no later than 2:00 a.m.

Liquor shall not be sold at any function in any of the facilities.

The facility is to only be used according to the intended design and function including use of all furnishings and equipment.

If appropriate, use of the television and selection of programs is on a first come, first served basis. This use is limited to one hour or until the show that the resident is watching is over, whichever is first. Because of damage to the screens, video games are not permitted to be played on the television.

In the event that an adult resident wishes to view a video / movie in the "Dining Room", then the resident will book the use of the TV with Del Property Management and/or the Concierge (if applicable).

Viewing of pornographic or X-rated material is strictly prohibited and to preserve the AV equipment, personal video games and/or equipment are not permitted.

Guest Suite(s)

One of the most popular features in your community is the opportunity to have your guests stay with you, while still offering you the privacy of your own home. The Guest Suites are available by reservation on a first come, first served basis and are managed by the following:

Reservations

1. Reservations can be made up to twelve (12) months in advance and require a deposit of one night's stay, which is refundable with appropriate notice of cancellation. An additional post-dated cheque for the remaining nights is required and will be cashed one week prior to the booking.
2. Reservations are not confirmed until the deposit is received by the Del Property Management and/or the Concierge).
3. The cost of an individual guest suite is \$150.00 per night.
4. A security/cleaning charge or deposit may be required for every night of use of a guest suite.
5. The maximum stay in a guest suite is fourteen (14) nights. Longer stays are required to be approved by Del Property Management.
6. Del Property Management and/or a staff member together with the reserving resident will inspect suite for damage before and after each guest stay. Any damage caused by the guest will be billed to the owner of the suite.
7. The guest suite is available for occupancy from 3:00 p.m. on the reserved day; checkout is 11:00 a.m. on the day of departure.
8. Guests are responsible for all personal items left in the guest suite.

Cancellations

1. Residents are asked to cancel reservations at least 48 hours prior to the reserved date (two (2) weeks in advance if the reserved date falls on a period of high demand or on a statutory holiday) or their deposit may be forfeited.
2. All cancellations are required to be in writing.
3. The reservation will be considered cancelled if the Guest does not arrive by the second day of the reservation. The appropriate fees will be charged, and the balance will be remitted to the resident.

Pet Wash

After taking your pet for a walk, the Pet Wash Area is available to wash down your pets from any mud or debris.

1. The Pet Wash is restricted to one pet at a time per sink and pets must not be unattended.
2. Pets must be on a leash prior and after exiting the Pet Wash.
3. The Pet Wash can be reserved for a maximum of 60 minutes
4. All garbage must be properly secured and disposed of in the container provided.
5. Except for light cleaning, the facility must be left in the general condition it was found, or the resident reserving the area will be responsible for additional damage or cleaning charges.
6. Before and after any reservation of the facility Del Property Management and/or Concierge will inspect and inventory the Pet Wash. If your pet is not feeling well (e.g. vomiting, diarrhea, flees etc.), please do not bring them to the Pet Wash as this may affect other pets.

Resident & Visitor Bicycle Storage & Racks

Your community has bicycle storage racks for resident and visitor use. They are available on a first come, first served basis. However, in order to coordinate this community resource, a registration process is in place for Residents.

1. The use of the Resident Bicycle Storage is restricted to persons living in this community. The use of the Visitor Bicycle Storage is dedicated for guests and not residents.
2. Resident use is available on a first come, first served basis and is renewed at fixed times throughout the year, if the Board of Directors wishes.
3. All residents must register their bicycles, which will include a fully refundable \$100.00 deposit per rack, with the Condominium Manager.
4. Immediately following registration, and subject to availability, a bicycle rack will be assigned.
5. Residents are required to provide their own locks.
6. Bicycles are stored "at your own risk".
7. Any unregistered bicycles or locks found will be removed from the bicycle storage racks or room and will be held for 60 days and then disposed of accordingly. If costs are incurred to the Corporation for storage, they will be passed on to the resident and/or homeowner.
8. To preserve your community and maintain our cleaning standards, bicycles are not permitted in the common areas of the building and must either be stored off-site or in the designated bicycle storage area.
9. Depending on availability, bicycle racks may be limited to one per suite.
10. A maximum of two bicycles may be stored on each bicycle rack. This depends on the type of rack and providing the second bicycle does not impact or impede the use adjacent racks.

Consequence Management

One of the most challenging yet necessary functions of your Del Property Management Team and Board of Directors is to ensure that all of the community rules and regulations are followed. It can be tremendously stressful and difficult on your community's staff when they have to enforce compliance of the rules with any resident or their guest. When they do, they do so out of obligation and commitment to preserve your community, your safety and trust.

In our experience, we find that the majority of residents and their guests fully understand and participate in supporting the rules and regulations. We also understand that sometimes a resident may make a mistake. This is why we have created some very clear and important steps that will be invoked by the Del Property Management Team on behalf of the Board of Directors to manage non-compliance of the rules.

Depending on the specific set of circumstances and as assessed by any member of the Del Property Management Team, the Board of Directors or the Condominiums Corporation's employees or agents, there will be an escalating series of consequences which may lead to an immediate and full suspension of Club facility use.

Therefore, it is critical that every resident and their guest abide by the rules of your community and understand that they will be enforced in accordance with the terms of the Condominium Act, the Declaration and all By-laws and Rules of the community.

For clarity, we have outlined the series of consequences that will be enforced for those who violate the rules. Depending on the nature and frequency of the concern, the Board of Directors, or the Condominium Corporation's staff or agents will act at their sole discretion in determining the appropriate consequence which can for serious incidents lead to complete suspension of facility use, as well as fees for damages.

In the event of a violation of the rules, some or all of the following consequences will be initiated. Depending on the circumstances, the Board of Directors and Del Property Management Team will determine the appropriate consequence, but if the situation warrants additional measures, they will not be limited to the following:

1. Notification in writing to the resident on the first instance. If relevant, the resident will be given 7 days to rectify the violation and to signify his or her future willingness to abide by the rules.
2. Notification in writing to the resident and if relevant, the off-site owner, upon the second instance, requiring written acknowledgement of receipt of such notice and a commitment that the recipient will comply with the rules within two days.
3. Notification in writing from the Corporation's lawyer upon the third instance and notification that any further offences, may cause the Board of Directors or the Condominium Manager to require the resident to supply a certified security deposit which may be forfeited in the event there is any subsequent breach of the rules by the resident and/or their guests. The cost of any legal fees incurred to the Corporation as a result of the violation will be billed to the owner. These costs will be recoverable in the same manner as common expenses and must be paid within 30 days. The owner will be responsible for payment to the Corporation.

On the fourth instance, the Board reserves the right to have the Corporation's solicitor commence enforcement proceedings against the delinquent or offending unit owner, resident, tenant or guest, in accordance with the provisions of the Condominium Act 1998, S.O. 1998, as amended, and all legal fees and disbursements incurred in connection with any such proceedings (together with any damages incurred as a consequence of the offence) will be sought against the offending party.