



*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 Avani 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 Club Avani 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 Avani 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 Avani 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 at least two weeks prior to the event date.

## 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 a FOB that has been specifically programmed for your use.

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

You are also presented with important information about all of the occupants of your home and when necessary multiple FOBS 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.

Access to your Club is only by FOB. If you ever lose your FOB please report it immediately to your Del Property Management Team and/or the Concierge, they will make arrangements to deactivate your lost FOB while reissuing you a new one. Please note that all replacement or additional FOBS 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 Avani. If you have any questions about any of the rules contained in the Guide, please contact your Del Property Management Team.

1. Club Avani recreation and social facilities include: fitness centre, yoga studio, steam rooms, billiards room, party rooms and lounge, private dining room, theater, outdoor terrace, BBQ's and pet spa.
2. Hours for the Club are 24 hours a day seven days a week. Access is between the hours of 5:00 a.m. to 12:00 a.m. unless otherwise posted in the specific amenity space. 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.
3. 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.
4. Residents under twelve (12) years of age must be accompanied and supervised by an adult over eighteen (18) years of age at all times.
5. 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.
6. In order to prevent undue wear-and-tear on the Club Avani 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.
7. 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.
8. Entry to the Club Avani is by FOB only. Staff are not permitted to allow anyone access to the Club Avani. To ensure the safety of the community, FOBS cannot be "loaned" out to anyone. The FOB and FOB Registration must correspond to the resident using the facility. Multiple FOBS will not be issued to one person, rather each resident will have a specific FOB registered to them.
9. 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.
10. The Club Avani amenities are non-smoking.
11. For the quiet enjoyment of all residents, boisterous behavior 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.

12. 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).
13. To ensure privacy, electronic devices must not be used to capture images, and/or video, in any change room or fitness area, including the steam rooms.
14. Exits must be kept free from obstruction at all times.
15. No pets shall be allowed in or on the Club Avani facilities (N.B. service animals are permitted).
16. 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 excepted.
17. All equipment and furniture needs to remain in their designated areas and shall be left clean and adequate for others to use.
18. 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.
19. 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.
20. Del Property Management and the Board of Directors or Corporation Sanctioned Committees at its discretion, may restrict portions of the Club Avani to use for organized programs and classes which are exclusive to residents.
21. Del Property Management, on behalf of the Board of Directors, has the right to refuse access or suspend privileges to Club Avani 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 Management last page).
22. The Club Avani 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 damages. 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 Avani 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. A maximum of four (4) guests per suite are allowed to use the facilities, except for reserved events. Visitors using guest suites and/or extended stay guests do not need to be accompanied by a resident.
2. Guests must register at the Concierge desk, identify themselves and the resident they are visiting.
3. Residents are fully liable and responsible for any damages 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 or breaches 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 in within sections of your Guide.

Some general principles of making reservations for any area of the Club Avani 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 equipment or 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 and visitors parking) are not permitted.
5. All facilities requiring 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 only in the change rooms, steam rooms and outdoor terrace. Wet bathing suits may not be worn in the lobby, corridor areas, or in any other common areas.
3. Perspiration causes hygiene concerns and soils and damages upholstered furniture. Appropriate attire must be worn while exercising (e.g. sport tops for both men and women). 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:

1. Leave the area as you found it with all furniture in place. Furniture may not be removed from any of your amenity areas. Only furniture designed for outdoor use may be used.
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 outdoor terrace.
4. The Club Avani is non-smoking.
5. Note that access to the Outdoor Lounge is through the Club Avani.

## 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 Outdoor Lounge.

1. As a guideline for booking, generally one barbeque can serve approximately six (6) guests. If you have additional guests, you should reserve an additional barbeque, if available. However, during peak times when there is high-community demand, please keep a good neighbourly 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 barbeques, they are limited to two (2) hours cooking time 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. For the quiet enjoyment of all residents of the community, the barbeque must be closed by 10:00 p.m.
7. 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.
8. The Barbeque area is non-smoking.



# Steam Rooms

We wish to ensure that the Steam Rooms are 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 Rooms. 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 in the Steam Rooms.
3. It is recommended that pregnant women 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 his or her body may enter the Steam Rooms.
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 Room. All oils, lotions and/or creams must be removed before entering the Steam Room 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 Centre & Yoga Studio

The Condominium Corporation and Del Property Management are 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 Centre & 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 Centre. Children between the ages of twelve (12) to seventeen (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 centre. 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 (i.e. TV's). Due to the complexity and sophistication of the electronic systems for television and sound, residents are not permitted to connect any personal devices (e.g. Wii, PlayStation, Nintendo, etc.). Please see Del Property Management, Concierge for instructions on the use of the electronic systems.
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 centre at any time.
9. Personal Trainers (as guests) are permitted and must be registered with Del Property Management.
10. The Club Avani facilities are for resident use and not for business use.
11. As a courtesy to all residents using the fitness centre, and to ensure the enjoyment of other guests, all electronic devices must be silenced, and may only be used with head phones. To ensure privacy, cameras, cell phones and portable electronic devices must not be used to capture images, and/or video.
12. Refreshments only in non-breakable containers are permitted.
13. Personal audio equipment is permitted, but to ensure the enjoyment of other guests, head phones must be used.

# Billiard Room

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

1. Your Billiard Room 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) people are allowed 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 Billiard Room shall be left clean and adequate for others to use.
6. Please report any damaged or missing equipment immediately, so that repairs can be effected as soon as possible, and so as not to inconvenience subsequent users.
7. Refreshments only in non-breakable containers are permitted.
8. Due to the complexity and sophistication of the electronic systems for the television and the sound, residents are not permitted to connect any personal devices (e.g. Wii, PlayStation, Nintendo etc.). Please see Del Property Management and/or the Concierge for instructions on the use of the electronic systems.

# Party Rooms & Lounge

Host a holiday event, birthday party or even a wedding, the exceptional interior finish and design of your Party Rooms & 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 Party Rooms AV & Equipment

The resident who books the Party Rooms & 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 are not permitted to connect any personal devices (e.g. Wii, PlayStation, Nintendo, etc.). Please see Del Property Management and/or the Concierge for instructions on the use of the electronic systems.

## Non-Event Party Rooms & Lounge Functions

Many of our residents want to relax and enjoy the Party Rooms & Lounge alone, with a partner or a few of their guests. It is not uncommon for our residents to use their Party Rooms & 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 Party Rooms & Lounge must be coordinated through Del Property Management and/or the Concierge.
2. The Party Rooms & 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 and 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 Party Rooms & 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.

# Party Rooms & Lounge Continued.

## Event Party Rooms & Lounge Function

1. The Party Rooms & Lounge area are available on a fee per use basis for events.
2. You must be a resident to reserve the Party Rooms & 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 Party Rooms & 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 Party Rooms & Lounge without an agreement, deposit or fee for Board meetings, or Corporation Sanctioned events.
6. Due to Fire Regulations, a maximum number of persons (as posted) are permitted to be present in the Party Rooms & Lounge. Del Property Management, 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 Club Avani with exception of the rest rooms.
8. No activity where an entrance fee, admission charge or donation is expected shall be permitted in the Party Rooms and 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 Party Rooms & Lounge must be fully disclosed to Del Property Management as a condition of, and prior to, the booking of the Party Room & 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 Party Rooms & 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.

# Party Rooms & Lounge Continued.

## Deposits & Fees

In order to maintain your Party Rooms & 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:

**\$100.00** non-refundable fee in the form of a personal cheque or money order.

**\$500.00** 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 nineteen (19) people or more, 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 Party Rooms & Lounge Agreement by the Del Property Management Office, and/or the Concierge.

## Making & Confirming Your Reservation

### **At the Time of Reserving Party Room & Lounge**

1. Submit to Del Property Management the Party Rooms & Lounge Agreement, available from the Del Property Management Office and/or Concierge, with the **non-refundable** personal cheque or money order of \$100 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 **\$500** 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.

# Party Rooms & 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 Party Rooms & Lounge all other areas of the building are excluded except for entry and access to Party Room & 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 Party Room & 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 Party Rooms & 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 Party Rooms & Lounge when vacated.
7. Residents may organize the Party Rooms & 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.

# Party Rooms & 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 coffee pots, microwave, refrigerator and stove.
2. The resident who signed the Party Rooms & Lounge Agreement is responsible for any damages 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 rooms.

For the quiet enjoyment of all residents of the community, the function must end by 12:00 a.m. and the rooms must be cleaned and vacated by no later than 1:00 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.

If appropriate, use of the television and selection of programs is on a first come, first served basis. This use is limited to one (1) 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 Party Rooms & Lounge, then the resident will book the use of the TV with Del Property Management and/or the Concierge.

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.



# Dining Room

Cater your special event or entertain your friends in the Dining Room. 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 Room is available for the reservation and use of residents and their guests. The facilities are 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 Room is responsible for ensuring the appropriate use of all furniture and equipment within the facility.
4. The Dining Room is available for non-events, at no charge, for a maximum of three (3) hours.
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 persons (as posted) are permitted to be present in the Dining Room. 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 rooms, 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 Directors Sanctioned events. Bookings are on a first come, first served basis.
12. Cooking is not permitted. The appliances provided may only be used for reheating or warming. All food must be removed from the Dining Room when vacated.



13. All garbage and recycle 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.
14. In the event that the Dining Room is booked in combination with the party room and 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.

## Dining Room 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 any fees or deposits for administration, security and cleaning as required. Reservations are not considered confirmed until all applications and payments 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 **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. 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 12:00 a.m. and the facility must be cleaned and vacated by no later than 1:00 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.

# Theatre

Enjoy your favourite classic or host a night for the Oscars! Your Theatre is a wonderful feature of your community that may be used by residents and their guests to watch movies or videos as well as being reserved for privately booked functions. To ensure that this facility is enjoyed by all, we ask that all residents abide by the following rules:

1. No person 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 facility.
2. Before and after any reservation of the facility, Del Property Management and/or a staff member will inspect and inventory the room with the resident reserving the space.
3. Any damage to the furnishings and/or the finishes of the room will be the responsibility of the resident reserving the space.
4. Except for light cleaning, the facility must be left in the general condition it was found, or the resident reserving the room will be responsible for additional cleaning charges.
5. Refreshments in non-breakable containers only are permitted. Snack and finger foods only are permitted.
6. The Board of Directors reserves the right to schedule special events in the Theatre for Community Sanctioned events.
7. Bookings are through Del Property Management and/or the Concierge on a first come, first served basis and cannot be beyond a twelve (12) month period. Please be considerate of other residents and provide at least 48 hours notice of cancellation.
8. Each booking is restricted to a maximum of four (4) hours only. Consecutive reservations of the Theatre are not permitted. If there is no demand or an additional reservation, then the resident may continue to use the facility.
9. If the reservation is not claimed within fifteen (15) minutes of the set time, the reservation shall be forfeited to allow other residents to use the facility.
10. The viewing of pornographic or X-rated material is strictly prohibited within the Theatre Room.

## Use of Equipment

The resident who books the Theater is responsible for ensuring the appropriate use of all equipment within the facility. Due to the complexity and sophistication of the electronic systems for television and sound, residents are not permitted to connect any personal devices (e.g. Wii, PlayStation, Nintendo, etc.). Please see Del Property Management and/or the Concierge for instructions on the use of the electronic systems.



# Guest Suites

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 \$80.00 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 suites 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. The guest suite telephone is to be used for local and 911 emergency calls only.
9. 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, if any, will be remitted to the resident.

# Pet Spa

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

1. The Pet Spa is available for reservation through Del Property Management and/or the Concierge. Bookings are on a first come, first served basis. The Pet Spa is available except when closed for cleaning and maintenance.
2. The Pet Spa can be reserved for a maximum of 60 minutes to ensure that no one person monopolizes the facility.
3. The Pet Spa is restricted to one pet at a time and pets must not be left unattended.
4. Pets must be on a leash prior and after exiting the Pet Spa.
5. All garbage must be properly secured and disposed of in the container provided.
6. Except for light cleaning, the facility must be left in the general condition it was found, or the resident reserving the room will be responsible for additional damage or cleaning charges.
7. Before and after any reservation of the facility, Del Property Management and/or a staff member will inspect and inventory the room with the resident reserving the space. If your pet is not feeling well (e.g., vomiting, diarrhea, flees, etc...), please do not bring him/her to the Pet Spa as this may affect other pets to become ill.
8. The facilities are for resident use only, not for business use.



# Visitors Parking

Your community has been designed to accommodate your visitor parking for your community. In order for your Del Property Management Team to manage your visitors' parking efficiently and with fairness, we need to ensure that everyone in the community participates in the proper coordination and use of the designated Visitor Parking areas. By adhering to the following rules, your Board of Directors and Del Property Management Team will be able to ensure that your guests are welcomed properly to your community.

1. Visitor Parking spaces are limited and reserved for the use of guests to **"Avani at Metrogate"**.
2. For the purposes of security and access control for daytime parking, your Concierge, upon arrival of your guest at the garage intercom, will request your suite number and his/her license plate number.
3. While no permit is required for daytime parking, your guest must register at the Concierge desk prior to visiting your home. This way your Concierge can be sure to notify you of your guest's arrival. Guests will not be permitted to leave the lobby area until positive confirmation of the resident is received.
4. So that your Concierge can serve you better and welcome your guests by name, it is preferred that you notify them in advance of your guests' arrival if possible.
5. For overnight parking, a Visitor Parking Permit must be obtained from the Concierge. This parking permit must be prominently displayed on the vehicle's dashboard.
6. All vehicles parked in Visitors' Parking spaces between the hours of 2:00 a.m. and 7:00 a.m. without a Visitor Parking Permit are subject to ticketing and towing at the expense of the vehicles owners.
7. Overnight parking permits, totaling 14 nights, may be issued per suite per calendar month. Depending on demand, consecutive permits (e.g. month to month) may not be available. Please see Del Property Management for details.
8. Longer permits may be available upon written request to and approval from the Board of Directors.
9. Visitors Parking is restricted to motor vehicles. Parked vehicles must fit comfortably within the boundaries of one parking space and the overhead door.

Persons who park a motor vehicle in contravention of these rules will be fined or have their vehicle towed or both, under the applicable City of Toronto By-Law. The Condominium Corporation and Del Property Management Team and/or their agents will not be liable for any damage, costs or expenses whatsoever caused in respect of any vehicle(s) so removed from the property.

# 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.

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.

1. 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.
2. All residents must register their bicycles, which will include a fully refundable \$100.00 deposit per rack, with the Condominium Manager.
3. Immediately following registration, and subject to availability a bicycle rack will be assigned.
4. Residents are required to provide their own locks.
5. Bicycles are stored "at your own risk".
6. 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.
7. 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.
8. Depending on availability, bicycle racks may be limited to one per suite.
9. A maximum of two bicycles may be stored on each bicycle rack, providing the second bicycle does not impact or impede the use of 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 his/her guest. When they do, they do so out of an 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 his/her 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 his or her guests. Cost of the legal fee to the Corporation as a result of the violation will be billed to the resident. If this consequence is served to a tenant, then the non-resident owner will also be sent a notification and, in the case of default of payment by the tenant, will be held 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.