



MARKHAM TOWN CENTRE

**Guide to Living at
Circa Champion Club**

23/33 Cox Blvd., Markham, Ontario, L3R 8A6

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

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Introduction & Welcome

Welcome to your Circa Champion Club!

Del Property Management has created guidelines and rules that are specifically designed to ensure maximum safety and enjoyment of your community while also preserving the investment you have made in your future.

We have decades of experience in building and maintaining communities just like yours and our goal is for you to get the most out of your community's recreation facilities. All residents are requested to be familiar with the rules and to make sure that they and their guests follow them. For your convenience, copies of the rules are available at your Del Property Management Office, in your original Agreement of Purchase and Sale, and are generally posted in specific areas of use.

As your community evolves and grows, you and your Board of Directors may wish to adapt the rules from time to time so they fit more with the rhythm of the community. Be sure that you participate by keeping your Property Manager informed of your preferences and by participating in your Annual General Meetings or even as a member of the Board of Directors.

The rules governing use of the Circa Champion Club must be fairly and strictly enforced by the Del Property Management Team with all residents. Your Del Property Management Team has a responsibility and obligation to maintain the safety and high-standards of performance for your community.

We are counting on resident support and participation in keeping your community beautiful, safe and well maintained. By working together we can make the Circa Champion Club, the heart of the community, where everyone can come and enjoy the privileges of the contemporary condominium lifestyle.

Sincerely,

Your Del Property Management Team

Hours of Availability & Access to Your Club

Hours of Availability

The Club is **open between the hours of 6:00 a.m. to 11:00 p.m.** unless otherwise posted in the specific amenity space. Residents are permitted to use the exercise room between the hours of 5 a.m. to 6 a.m. upon request or advance booking. Certain areas of your facilities are closed for maintenance and cleaning between the hours of **12:00 noon to 2:00 p.m.**

Different areas of the Circa Champion 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 what type of function or event you are 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 Circa Champion Club effectively and efficiently the last booking must end at 10:45 p.m. in order to allow 15 minutes for post inspection. We ask that you promptly leave the reserved amenity or Club at the end of your reserved use or at Club closing (i.e. 11 p.m.)

Our goal is to keep your Circa Champion Club open and available to you and your guests unless there are community sponsored events organized by the Board of Directors or their committees. Notices of these functions will always be scheduled and posted at least two weeks prior to the event date in the exercise and mailroom.

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 Property Management Team, you were provided with a FOB that has been specifically programmed for your use.

Important information was provided at that time about all occupants of your home, when necessary multiple FOBS have been ordered, for programming and issuance to you and your family. Consistent with the best practices in access control, you may also 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 Property Management Team and/or the Concierge and 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 nominal charge.

General Rules

Your General Rules relate to common practices that are required for every area of the Circa Champion Club. If you have any questions about any of the rules contained here or in the rest of the Guide, please contact your Property Management Team.

1. Circa Champion Club recreation and social facilities include: Indoor Swimming Pool and Whirlpool, Men and Women's Change room, Sauna and Washrooms, Exercise Centre & Yoga Room, Golf Centre, Cards Room, Billiard Room, Outdoor Landscaped areas, Theatre, Business Centre, Four Guest Suites and Party Room and Lounge & Dining Room.
2. The Club is open between the hours of **6:00 a.m. to 11:00 p.m.** unless otherwise posted in the specific amenity space. Residents are permitted to use the exercise room between the hours of 5 a.m. to 6 a.m. upon request or advance booking. Certain areas of your facilities are closed for maintenance and cleaning between the hours of **12:00 noon to 2:00 p.m.** The last booking must end at 10:45 p.m. in order to allow 15 minutes for post inspection. We ask that you promptly leave the reserved amenity at the end of your reserved use (i.e. 11 p.m.) All amenity keys and fobs must be returned back to the concierge or recreation coordinator upon the completion of use.
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 relevant, fire and safety regulations.
4. Residents under the age of sixteen (16) years must be accompanied and supervised by an adult sixteen (16) years of age or older at all times.
5. Residents using the recreational facilities are fully liable for any damages 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 community and to avoid capacity issues with the amenities, non-resident owners are prohibited from using the common elements, including the recreational facilities, unless their suite is vacant.
7. Non-resident owners are welcome to attend any community meetings, or meet with Property Management at any time and can show their home to prospective purchasers or tenants.
8. Entry to the Circa Champion Club is by FOB only which ensures your access control and tracks resident use. Staff is not allowed to let anyone into the Circa Champion Club. 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. Property Management and/or security 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 Circa community, including Outdoor Landscaped Areas, is a non-smoking facility.
11. For the quiet enjoyment of all residents, boisterous behavior of any sort, (radios, MP3 players, iPods, etc. 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 the Property Manager, Recreation Coordinator or Concierge is engaging in boisterous behavior may be required to leave the facility.

12. For safety reasons and to preserve the community, scooters*, roller-skating, roller-blading, skate-board riding, ball playing and any other similar activities are not allowed in any common area (*N.B. medically prescribed scooters are allowed).
13. To ensure privacy, cameras, cell phones that can be used to capture images, and video recording devices, are not permitted in any change room, the pool area, aerobics area, as well as the fitness areas and sauna rooms.
14. Exits must be kept free from obstruction at all times.
15. No pets shall be allowed in or on the Circa Champion Club facilities (N.B. medically prescribed pets are allowed).
16. The use of the recreational facilities may be restricted during organized activities of the Condominium Corporation and/or Recreation/Social Committee. Minimum notice of two weeks will be provided prior to the projected closing.
17. 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.
18. All equipment and furniture needs to remain in their designated area and shall be left clean and acceptable for others to use.
19. No sign, advertisement or notice may be posted in any way throughout the recreational facilities without prior consent from Property Management or the Board of Directors.
20. 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 closing will be removed by staff and contents will be disposed. The condominium corporation will not be responsible for your lock and contents.
21. Property Management and the Board of Directors, at its discretion, may restrict portions of the Circa Champion Club to use for organized programs and classes which are exclusive to residents,.
22. Property Management, on behalf of the Board of Directors, has the right to refuse access to the Circa Champion 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 Management page 24).
23. The Circa Champion Club facilities are unsupervised and 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; and it is strongly recommended that residents on medication or with medical problems and/or physical problems should consult with their physician before using the facilities.
24. As a courtesy to others personal audio devices are permitted with the use of headsets only.

General Rules: Guests

One of the best features of your Circa Champion Club is that you can share it with your friends, family and special 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 sixteen (16) years of age or older. A maximum of TWO (2) guests per suite are allowed to use the facilities, except for reserved events in the **Party Room and Dining Room**. Registered family members, visitors using guest suites, and/or extended stay guests do not need to be accompanied by a resident.
2. Upon request, guests must 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 using the facilities are fully responsible for ensuring their guests are aware of, and obey, all rules and regulations respecting use 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 special reservations or bookings and it is our goal to ensure that the process is easy, effective and fair. How to make bookings or reservations for a specific amenity space will be covered in detail where it is relevant at each section of your Guide.

We did however think it important to note separately that some general principles of making reservations for any area of the Circa Champion Club will be universally applied.

1. All Bookings are on a first come, first served basis.
2. Residents are required to make their own reservations under their suite number only. Photo identification may be requested at the time of the booking.
3. Bookings are accepted a maximum of one week in advance by reserving time and registering with the Recreation Coordinator, or at the Concierge Desk. Reservations will be held for only **FIFTEEN (15)** minutes from the reserved time or the scheduled time will be cancelled and awarded to the next available user.
4. All cancellation of reservation (excluding party room and dining room) must be made one hour in advance of the scheduled reservation.
5. Simultaneous and/or consecutive reservations of the same equipment or amenity spaces (except guest suites and visitors parking) are not permitted and will result in the cancellation of all reservations.

General Rules: Dress Code

The Condominium Corporation and Property Management want to maintain a family friendly environment throughout the recreation 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 recreational facilities. This includes proper cover-ups and footwear while going to and from the recreational facilities.
2. Bathing suits and bare feet are permitted only in the swimming pool/whirlpool area, change rooms and saunas. No shoes or sandals are permitted in the pool area. Wet bathing suits may not be worn in the lobby or 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 lounge and other common areas after exercise of any kind.

Outdoor Spaces: Patios, Walkways Gardens

Your **outdoor landscaped area** has 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 Property Management Team has the responsibility to ensure that the proper maintenance of the common outdoor areas is performed. So that everyone has the opportunity to equally enjoy these facilities we need all residents to please:

1. Leave the area clean and tidy as you found it.
2. Keep pets out of the landscaped areas and be sure to respect the enjoyment of others by always properly picking up after your pet.
3. Keep children out of the garden beds.

Swimming Pool and Whirlpool

Revised in September, 2013

The Condominium Corporation and Property Management want your visit to your swimming pool and whirlpool facility to be a safe, clean and enjoyable experience. Your facility is managed in compliance with the regulations established by the Ontario Pool Act. In addition to the posted rules we ask that the following conditions be observed:

1. The operating hours for the pool are between 6:00 a.m. and 11:00 p.m. due to a combination of health, safety and maintenance requirements. The pool is closed for maintenance daily between 12:00 noon to 1:00 p.m.
2. The swimming pool and whirlpool are unsupervised. It is strongly recommended that swimmers 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 **SIXTEEN (16)** years of age or older. The total number of swimmers in the swimming pool, at any one time shall not exceed **THIRTY (30)** people. It is recommended that children under six years of age should be within arm's length at all times.
3. 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.
4. No person infected with a communicable disease or having open sores on his or her body may enter the pool.
5. No persons shall pollute the water in the swimming pool or whirlpool in any manner and the spitting of water and blowing of noses in the pool (or on the deck) is prohibited.
6. It is recommended that children under **THIRTEEN (13)** years of age should not use the whirlpool. Nevertheless, residents between **THIRTEEN (13) and FIFTEEN (15)** years of age must be accompanied and supervised by an adult **SIXTEEN (16)** years of age or older at all times.
7. It is recommended that pregnant women or people with serious health conditions check with their physician prior to use.
8. **Children under three (3) years of age or people with incontinence issues shall not be allowed in the pool at any time, unless proper waterproof swimming panties/diapers are worn.**
9. The changing of diapers is prohibited within the swimming pool area.
10. CSA approved life jackets are permitted as long as they do not interfere with others using the facility. No toys of any sort including balloons are not permitted.
11. Change rooms are provided. 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.
12. All persons with shoulder-length or longer hair must either wear a bathing cap, or have their hair tied back.

13. For health and safety purposes, food, beverages and any type of glassware are not permitted anywhere in the pool area.
14. Diving, jumping, running is not permitted in the pool or pool area.
15. Personal belongings, other than items for swimming, are not permitted in the pool area.
16. The telephone provided in the pool area is for emergency use only.
17. Cover your chairs and lounges with a towel when wearing bathing suits, to avoid damage from lotions.

Sauna Rooms

We wish to ensure that the steam and sauna rooms are relaxing, clean, safe and hygienic environments for all residents to enjoy, with minimum disruption.

1. The sauna is designed for dry heat. Any liquid making contact with the heating elements could cause the sauna to be closed for repairs. Similarly we ask you not to adjust the sauna controls.
2. It is recommended that children under **THIRTEEN (13)** years of age **should not** use the steam and sauna rooms. Nevertheless, residents between **THIRTEEN (13) and FIFTEEN (15)** years of age must be accompanied and supervised by an adult resident sixteen (**16**) years of age or older at all times.
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 sauna.
5. Each user must take a shower using warm water and soap, and thoroughly rinse off all soap before entering and re-entering the sauna. All oils, lotions and/or creams must be removed before entering the sauna to provide the hygienic environment that we require.
6. Shaving is not permitted.
7. Residents are allowed **TWO (2)** guests per suite.
8. For health reasons, a maximum of 20 minutes per use of the saunas is suggested.
9. No food, beverage, glassware or reading material is allowed in the saunas.
10. Maximum capacity of the Sauna room is (6) residents/guest.

Change Rooms

Revised in September, 2013

1. change rooms are not available. Residents and their guests must use the appropriate change rooms.
2. No body or foot powder may be used within the change rooms, inasmuch as same may create a mess and/or slippery hazardous condition.
3. Change rooms must be kept in a clean and tidy manner.
4. Residents are responsible for the disposal of their own garbage and that of their guest.
5. Residents and Guests shall not wear any wet or muddy footwear into the change rooms.
6. **Child/children 6 years old or over should not enter into a change room for opposite sex.**

Exercise Centre & Yoga Room

The Condominium Corporation and Property Management are committed to operating your exercise facility so that you can expect that the excellent 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 exercise room, we ask that the following conditions be observed:

1. The Club is open between the hours of **6:00 a.m. to 11:00 p.m.** unless otherwise posted in the specific amenity space. Residents are permitted to use the exercise room between the hours of 5 a.m. to 6 a.m. upon request or advance booking. Certain areas of your facilities are closed for maintenance and cleaning between the hours of **12:00 noon to 2:00 p.m.**
2. All equipment must be used according to its operating instructions. If you are not familiar with the equipment, please check with the manager and/or Recreation Coordinator who will assist you.
3. For safety reasons, children under the age of **thirteen (13)** are not permitted to use the exercise equipment. Children between the ages of **thirteen (13) and seventeen (17)** must be supervised by an adult resident who is **eighteen (18)** years of age or older at all times.
4. When exercising, proper clothing and sports shoes must be worn at all times. No street clothes are allowed and non-marking (non-skid) athletic shoes shall be worn. Residents and/or Guest shall not wear any sort of wet attire, including bathing suits, into the exercise room.
5. Only equipment and supplies provided and/or authorized by Property Management are permitted to be stored in the exercise rooms. If a person's exercise program requires the use of other items, they must be removed after each use.

6. All equipment must be returned to its original storage location(s) and turned off after use (i.e. TV's).
7. For the protection of all residents and guests the user must disinfectant and wipe perspiration from the equipment after each use.
8. Please ensure proper use and care of all equipment. Avoid banging or dropping weights when using free weights or machines.
9. No free weights and/or equipment may be removed from the exercise room at any time.
10. As a courtesy to all residents using the exercise room, we recommend that all cell phones are turned off or are on a "quiet" setting. Cell phones may not be used to capture images or videos.
11. Water in non-breakable containers is permitted, but to ensure a clean and safe exercise environment, all other types of refreshments are not permitted.
12. For the quiet enjoyment of others, personal audio equipment is permitted, head phones must be used for all audio equipment including televisions.
13. The maximum capacity of the room is 16 persons.
14. Residents are allowed TWO (2) guests per suite. Guest(s) must be accompany with a resident eighteen (18) years of age or older.
15. Equipment use is limited to THIRTY (30) minutes at a time, if others are waiting to use the apparatus.

Virtual Golf

Critical to everyone's ability to use and enjoy your community's specialized sport amenities is a commitment by every resident to respect the playing time of others and to ensure adequate time for cancellations.

One of the most common challenges to managing the reservation of sport amenities are the late or "no show" bookings, as well as residents who extend their playing time beyond their booking and into the next resident's time.

Your Board of Directors and the Property Management Team have established the following rules, so everyone will be able to conveniently and efficiently use all of the facilities your community offers.

Reservations and Cancellations

1. Reservations are recommended. The reserved period is one hour. Advanced multiple bookings are not permitted.
2. Additional one-hour bookings may be reserved immediately after completion of the first hour, provided that there are no other reservations for the activity. If there is a prior booking by another party then the time booked cannot be extended, even if the game is not completed.
3. Bookings may be made up to one week in advance, in person or by telephone through the Concierge or Recreation Coordinator (as applicable)
4. The reservation will be released if not used within 15 minutes of the time booked.

Use of Amenities

1. Anyone under the age of sixteen (16) is required to be actively supervised by a resident eighteen (18) years of age or older.
2. The players who have reserved the amenities must sign in with the Concierge or Recreation Coordinator (as applicable) before entering the activity area.
3. Only players who have been trained will be permitted to book and use the amenity.
4. No food or glass containers are permitted in the playing area. Drinks are permitted if stored in a plastic container and kept outside of the playing area.
5. Residents and guests may be required to provide their own equipment.
6. Players must be properly attired.

Table Tennis

Revised in September, 2013

1. Residents have to bring their own paddles and ball for use.
2. Residents reserve the amenity for table tennis is not allowed to use the space on the golf simulator side, except for easement purpose.

3. As the room is not originally designed for table tennis, there is no mean to set it up for sport purpose but for recreation use only. Residents are using the room at their own risk.
4. All users are requested not to make loud noise and respect the quiet enjoyment of each player at all times.
5. Reservations are recommended. The reserved period is one hour. Advanced multiple bookings are not permitted.
6. The rule of a maximum of 2 guests per suite applies; resident can using the golf simulator are not allowed to use the table tennis amenity simultaneously and vise versa.
7. If residents do not follow rules and/or cause vandalism/nuisance in the golf simulator, the committee may revoke the above decision without further notice.

Billiard Room

The Condominium Corporation and Property Management would like all residents and guests to have an equal opportunity to enjoy the billiard room.

1. Persons under the age of 16 are not permitted to play in the Billiard Room.
2. The maximum capacity of Billiard Room is TEN (10) persons.
3. Residents are allowed TWO (2) guests per suite sixteen (16) years of age or older. The resident and his/her guest must use one billiard table only.
4. A maximum of FOUR (4) players may use one table at any one time.
5. Advance reservations are recommended, and will supersede anyone who has not booked the room. Reservations may be made in person or by contacting the Recreation Coordinator.
6. 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 are not allowed. However if the room is not in use the players may reserve the table with the concierge or the recreation coordinator after the completion of the first hour.
7. 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.
8. Upon completion of play, cues, cue rests and billiard balls are to be placed back in their allocated storage areas. . The Billiard Room shall be left clean and acceptable for others to use.
9. 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.
10. Water in non-breakable containers is permitted. All other types of refreshments are not permitted.

Card Room

(Revised in January 2012)

Your Board of Directors and the Property Management Team have established the following rules, so everyone will be able to conveniently and efficiently use the card room. Please respect the playing times of others to ensure adequate time for everyone to enjoy.

Quiet activities such as reading, self studying and card playing (the music from Corporation organized Yoga class will be an exemption) is allowed.

The resident may use one of the tables in the room, not exclusive use of the room as there are 3 tables in the card room, for a period of 2 hours, and if no one is waiting to use the table, the resident may extend the period to another 2 hours maximum.

Reservations and Cancellations

1. Reservations are recommended.
2. Bookings may be made up to one week in advance, in person or by telephone through Concierge or Recreation Coordinator (as applicable)
3. The reservation will be released if not used within 15 minutes of the time booked.
4. The players who have reserved the amenities must sign in with the Concierge or "Recreation Coordinator (as applicable) before entering the activity area.
5. No food or glass containers are permitted in the playing area. Drinks are permitted if stored in a plastic container and kept outside of the playing area.
6. Residents and guests may be required to provide their own equipment.
7. Players must be properly attired.

Multi Purpose/Party Room & Lounge

Host a holiday event, birthday party or even a wedding, the exceptional interior finish and design of your Multi Purpose/Party Room & Lounge will allow you to have the social event of the season. Because your Multi Purpose/Party Room & Lounge is one of the most popular amenities of the community, we ask that every resident respect the following rules:

Use of Party Room Equipment

The resident who books the Party Room is responsible for ensuring the appropriate use of all furniture and equipment within the amenity. Due to the complexity and sophistication of your electronic systems for television and sound, residents are not able to install any personal devices (e.g. Wii, Play Station, Nintendo, etc.)

Party Room & Lounge Event

1. The Party Room and Lounge area are available on a fee per use basis for events.
2. To reserve the Party Room and Lounge, contact the Property Management Office. Bookings may be made no more than six (6) months in advance, excluding bookings for Board-sanctioned functions. Bookings are on a first come, first served basis. High demand dates may require a special process for reservation. Christmas Eve, Christmas Day, New Years Eve and New Years Day are not available to be booked in order to ensure adequate visitor parking in the community.
3. You must be a resident to reserve the Party Room. The Event Guest List must be submitted to the Property Manager or Concierge at least 72 hours prior to the event with a maximum capacity of **ONE HUNDRED (100)** persons as posted.
4. No person(s) under the age of eighteen (18) may book the Party Room and Lounge.
5. Alcoholic beverages are permitted for reserved events and Board-sanctioned events. In no case shall liquor be sold at any function within the Party Room. No alcohol shall be served in the Party Room after 10:30 p.m. The resident hosting the event is responsible for obtaining all necessary licenses and permits, and for ensuring that guests respect this privilege and do not drive if inebriated.
6. The Board of Directors reserves the right to permit exclusive use of the Party Room and Lounge without an agreement, deposit or fees for their Board meetings, or events of a social or recreational nature operated by the Social Committee.
7. Due to Fire Regulations, a maximum number of **ONE HUNDRED (100)** persons are permitted to be present in the Party Room and Lounge. Property Management, Recreation Coordinator and Security personnel are authorized to closely monitor and enforce the limit. They may refuse further access, or terminate the function, if this requirement is violated.
8. The rental of the Party Room and Lounge includes the use of bar and kitchen, excluding the use of the Dining Room. Residents booking the function must ensure that their guests do not use any other facility within the "Circa Champion Club".
9. No activity where an entrance fee, admission charge or donation is expected shall be permitted in the Party Room and Lounge without Board approval.

Multi Purpose/Party Room & Lounge (continued)

10. Gambling and cash bars are not allowed.
11. The intended use of the Party Room and Lounge must be fully disclosed to Property Management as a condition of, and prior to, the booking of the Party Room and 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, 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.

User and Security Fees & Security Deposit

In order to maintain your Party Room & 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 charge for the use. At the time of your reservation you will be required to provide:

\$75.00 non-refundable user fee in the form of a personal cheque made payable to **CIRCA SHARED FACILITIES**; from the resident reserving the facility.

\$750.00 security deposit in the form of a **certified 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;

\$1000.00 security deposit for age of majority party in the form of a **certified 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;

A security guard is required for events up to 50 people, additional guard is required for over 50 guests. 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.

Your reservation will not be considered confirmed until the non-refundable user fee and security deposit is received with the signed and completed Party Room & Lounge Agreement Form by the Property Management Office.

Multi Purpose/Party Room & Lounge (continued)

Making & Confirming Your Reservation

At the Time of Reserving Party Room & Lounge

1. Provide Property Management the Party Room Agreement which is, available from the Property Management Office or Concierge, with the **non-refundable User fee** of \$75.00 payable to **Circa Shared Facilities**.

Two Weeks Prior to the Event

1. Provide any balance of fees due by personal cheque or money order. Additionally, you must provide the \$750.00/\$1,000.00 security deposit by certified cheque or money order at this time. All cheques and money orders are to be payable to **Circa Shared Facilities**. The security guard fee must be made payable to the Security Company by certified cheque or money order in full. 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 provided to Property Management Office no later than 72 hours before the booked event. This will assist security in allowing your guest access to the party room. Failure to provide management with the Event Guest List within the specified time may forfeit the reservation.

Before the Event

Before and after any event, an authorized representative will inspect 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 Property 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 30 days of the event.

Residents are asked to cancel reservations as soon as possible, but not less than seven (7) days prior to the reserved date (31) days in advance if the event is on a designated holiday). Any cancellations made less than the cancellation time frame may result in the forfeit of the user fee.

During the Event

The function is restricted to the Party Room/Lounge & washrooms. All other areas of the building are excluded except for entry and access to Party Room & Lounge.

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. 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 entry to the club or amenity areas.

Multi Purpose/Party Room & Lounge (continued)

3. The resident who signed the Party Room and Lounge Agreement must be present at all times during the function.
4. To respect the quiet enjoyment of all residents, all functions must end no later than 12:00 midnight.
5. The resident hosting the event must ensure an acceptable noise level at all times.
6. The microwave and oven may only be used for reheating or warming. Cooking is not permitted. All food must be removed from the Party Room and Lounge when vacated.
7. Residents may organize the Party Room and 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. 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.
10. If a resident violates the Agreement in anyway and fails to vacate the premises, at the request of the concierge a surcharge of \$1,500 will be levied against the resident and the unit. This surcharge is a lienable chargeback and will be collected the same way as the common element assessment. The Party Room may not be used for any chargeable private functions. Gambling is not permitted.

After the Event

1. All garbage must be properly bagged, secured and disposal of by taking it to the garbage room located on ground level. The resident must clean surfaces and all equipment after use; this includes microwave, refrigerator and stove.
2. The resident who signed the rental agreement is responsible for any damages or extra cleaning costs. Property Management will return the security deposit, less deductions where applicable, following inspection. Any additional charges, if not paid within 30 days will be recoverable in the same manner as condominium 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 behavior and excessive music is prohibited within any of the rooms.

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

In no case shall liquor be sold at any function in any of the rooms.

Rooms are only to be used according to their intended design and function including use of all furnishings and equipment.

Dining Room

Cater your special event in the Dining Room or entertain your friends in the Dining Room, your Board of Directors and 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.

User fee & Security Deposit

In order to maintain your Dining Room to the standards of the community and to ensure that it is preserved for the enjoyment of all of the residents, there is nominal charge for the use.

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

\$50.00 non-refundable user fee made payable to **CIRCA SHARED FACILITIES**; from the resident reserving the facilities for a maximum 5 hour period.

\$100.00 security deposit in the form of a **certified 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;

Your reservation will not be considered confirmed until the non-refundable user fee and security deposit are received with the signed Dining Room Agreement by Property Management Office.

1. The "Dining Room" is available for the reservation and use of residents and their guests.
2. Only residents eighteen (18) years of age or older may reserve the room.
3. 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.
4. The microwave and oven may only be used for reheating or warming. Cooking is not permitted. All food must be removed from the Party Room and Lounge when vacated.
5. The Board of Directors reserves the right to permit exclusive use of the room without an agreement, deposit or fees for their Board meetings, or community events of a social or recreational nature operated by the condominium social committee.
6. Due to Fire Regulations, a maximum number of 20 persons (as posted) are permitted to be present in the **Dining room**. Property Management, recreation staff and security personnel are authorized to closely monitor and enforce the limit. They may refuse further access or end the function.
7. No activity where an entrance fee, admission charge or donation is expected shall be permitted in any of the rooms without written Board of Directors' approval.
8. The intended use of the rooms must be fully disclosed to Property Management as a condition of, and prior to, the booking of the rooms. 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.

Dining Room (continued)

9. 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.
10. To reserve the rooms, contact the "Property Management Office" booking may be made no more than six (6) months in advance with a minimum of seven (7) days, excluding bookings for Board of Director-sanctioned functions. Bookings are on a first come, first served basis.

Reservations and Cancellations

Bookings for the rooms are made with the Property Management Office up to six (6) months in advance with minimum advance notice of seven (7) days as long as there are no confirmed reservation. All bookings are to be accompanied with a completed and signed Dining Room Agreement and any user fees or deposits. Reservations are not considered confirmed until signed Agreement and payments are received.

Before and after any event, the authorized representatives will inspect the **room 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 Property 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 30 days of the event.

Residents are asked to cancel reservations as soon as possible but not less than four (4) days prior to the reserved date (31 days in advance if the event is on a designated holiday). Any cancellations less than as set above may result in the forfeiture of the user fee. .

Community Courtesy & Quiet Enjoyment

Noisy or rowdy behavior and excessive music is prohibited within any of the rooms.

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

In no case shall liquor be sold at any function in any of the rooms.

Rooms are only to be used according to their intended design and function including use of all furnishings and equipment.

Theatre Room

Enjoy your favorite classic or host a night for the Oscars! Your Theatre Room 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. A resident booking the Theatre Room must be an adult resident eighteen (18) years of age or older who must accompany his/her guests at all times and is responsible for the behavior of his/her guests.
2. The maximum capacity is sixteen (16).
3. Before and after any reservation of the room, the authorized representatives will inspect and the room with the resident reserving the space.
4. While there is no fee for the use of your Theatre Room, any damage to the furnishings and/or the finishes of the room will be the responsibility of the resident booking the room.
5. Except for light cleaning, the room must be left in the general condition it was found, or the resident reserving the room will be responsible for additional cleaning charges.
6. The Board of Directors reserves the right to schedule special events in the Theatre Room for the benefit of the community.
7. Bookings are through the "Concierge or the recreation coordinator", on a first-come-first-served basis and cannot be beyond a 12 month period. Please be considerate of other residents by providing at least 48 hours notice of cancellation.
8. Each booking is restricted to a maximum of four (4) hours only and no food or drink is allowed in the Theatre Room. Consecutive reservations of the Theatre room are not available. If there is no demand or additional reservation, then the resident may continue to use the room until the next reservation.
9. If the reservation is not claimed within 15 minutes of the set time, the reservation shall be forfeited to allow other residents to use the space.
10. The viewing of pornographic or X-rated material is strictly prohibited within the Theatre Room.

Business Centre (revised in Jan., 2012)

Your Business Centre is a private retreat or getaway, just steps from your suite that may be used by residents and their guests to work in or just read a book. To ensure that this facility is enjoyed by all, we ask that all residents abide by the following rules:

1. While there is no fee for the use of your Business Centre, any damage to the furnishings and/or the finishes of the room will be the responsibility of the resident using the room.
2. The room must be left in the general condition it was found, or the resident using the room will be responsible for cleaning charges.
3. The Board of Directors reserves the right to schedule special events in the Business Centre for the benefit of the community.
4. The use of the room is on a first-come-first-served basis and is for one hour period. Only in the situation that no one is waiting to use the room that the user may extend the period for another hour maximum. The rule on a maximum of 2 guests applies.
5. No food or drink is allowed in the Business Centre.
6. The viewing of pornographic or X-rated material is strictly prohibited within the Business Centre.

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 six (6) 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 Property Management Office.
3. The cost of an individual Guest Suite is \$75.00 per day.
4. The maximum stay in a guest suite is 14 (fourteen) nights. Longer stays are required to be approved by the Shared Facilities representatives.
5. The Property Manager or 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 resident.
6. 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.
7. The guest suite telephone is to be used for local and 911 emergency calls only. All chargeable calls will be billed to the resident.
8. Property Management is not responsible for any items left in the guest suite.

Cancellations

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

Visitor Parking

Your community has been designed to accommodate your guest's visitor spaces for your community. So your Property Management Team can 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 Property Management Team will be able to ensure that your guests are welcomed properly to your community.

1. Visitor Parking spaces are strictly reserved for the use of guests to **The Circa Community**. A parking permit must be prominently displayed on the vehicle's dashboard.
2. Non-residents owners must park in their own residential parking spot if they are visiting the building more than eight (8) times a month.
3. For the purposes of security and access control for daytime parking, your Concierge, upon arrival of your guest, will request your suite number and his/her license plate number.
4. A permit is required for daytime parking. To receive a permit 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.
5. The Concierge can serve you better and welcome your guests by name, if you notify them in advance of your guests, arrival.
6. 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.
7. All vehicles parked in Visitors' Parking spaces require a Parking Permit.
8. Overnight parking permits, must be requested by the resident on behalf of his/her guest(s) and are issued to a maximum of three (3) consecutive nights totaling no more than 12 nights, over a thirty (30) day period. Extended permits require approval from the Shared Facilities Committee. Please see your Property Manager for details.
9. Visitor Parking is restricted to motor vehicles. Parked vehicles must fit comfortably within the boundaries of one parking space.
10. Persons who park a motor vehicle in contravention of these rules will be fined or have their vehicle towed or both, under the applicable Town of Markham By-Law. The Condominium Corporation and

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. Not all residents or their guests will use the bicycle racks and the racks provided generally accommodate the needs of the community. However, depending on the season or the weather, sometimes the demand can exceed the available space, so your Board of Directors and the Property Management Team have implemented the following rules so you can be sure that the use of the racks are coordinated with efficiency and fairness.

1. The use of the Resident Bicycle Storage is restricted to persons living in this community.
2. Resident and visitor bicycle storage is available on a first-come first-served basis.
3. For added security and to ensure that your Property Management Team can communicate directly with you if there is a concern regarding your bicycle storage, residents must register their bicycles with the Property Manager.
4. There is a \$75.00 refundable security deposit.
5. After registration and deposits received, a designated bicycle rack will be assigned to you along with a bicycle decal.
6. Residents are required to provide their own locks.
7. Bicycles are stored "at your own risk".
8. Any unregistered bicycles or locks found will be removed and disposed of accordingly.
9. 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.

Consequence Management

One of the most challenging yet necessary functions of your 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 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 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 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 incident. If relevant, the resident will be given 14 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 incident, 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 to the resident and if relevant, the off-site owner, upon the third incident and notification that any further offences, may cause the Board of Directors or the Property Manager to restrict access to the Circa Champion Club for an undetermined period of time as determined by the Shared Facilities Committee.
4. Notification in writing from the Corporation's lawyer upon the fourth incident and notification that any further offences, may cause the Board of Directors or the Property 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. The owner is responsible for any legal fees incurred as result of non-compliance.
5. 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.