

RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

The following rules shall be observed by each owner, and the term "owner" shall include the owner of any unit in the Corporation and any other person(s) occupying the unit with the owner's approval, including without limitation, a dwelling unit owner's family members, tenants, invitees and/or licensees:

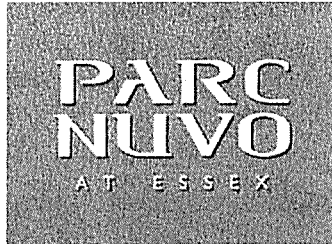
1. No addition, alteration, or improvement to the common elements, including any decoration or painting of any kind, shall be made to any portion of the common elements, without the prior written approval of the board, and without the execution of an AAI Agreement [as such term is defined in the declaration of the Condominium, and as contemplated by section 98(1)(b) of the Act] in accordance with the provisions of the declaration.
2. Water shall not be left running unless in actual use, and no waste, garbage, rubbish, or noxious or unusual substances shall be disposed into (or down) any toilet, sink or drain. No garbage disposal equipment or system, shall be installed or connected to any plumbing or drainage pipe or system serving any of the dwelling units, unless same is installed or connected by or on behalf of the Declarant. Any costs resulting from damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the owner who has (or whose family, guests, visitors, servants or agents have) caused such damage.
3. Save as otherwise hereinafter provided with respect to election advertising posters, no sign, notice, advertising material, door knocker, wreath or other object shall be inscribed, painted, affixed, hung or placed on any part of the outside of any unit (nor on the inside of any unit visible from the outside thereof), nor upon or within any portion of the common elements whatsoever, without the prior written consent of the board; and
4. No tinted, coloured, mirrored or foil-lined interior window treatments or coverings shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s).
5. No awnings, shades or shutters shall be erected over and/or outside of any windows, patios and/or balconies, nor shall any exterior doors be removed, replaced or changed in any way, without the prior written consent of the board. No screen or storm doors or windows shall be installed within any existing door or window openings which form part of the common elements without the prior written consent of the board.
6. No hazardous, combustible or offensive goods, products, or materials shall be stored or kept in the units or common elements, without the prior written consent of the board.
7. No owner shall do, or permit anything to be done in or from his or her unit, or bring or keep anything therein, which will in any way increase the risk of fire, or the rate of fire insurance premiums with respect to any of the units or the Corporation itself, or on property kept therein, nor obstruct or interfere with the rights of the other owners, nor in any way injure or annoy them, nor conflict with the regulations of the relevant fire department, or with any insurance policy carried by the Corporation, nor conflict with any of the rules and ordinances of the local board of health, or with any municipal by-law or any provincial or federal statute or regulation.
8. Nothing shall be placed on the outside of window sills or projections, nor upon any patio, balcony and/or terrace railings, without the prior written consent of the board, and nothing shall be thrown or swept out of any windows, doors, patios and/or balconies, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors, patios and/or balconies, nor from any other portion of the common elements. No washing of balconies or terraces, which results in water overflowing or pouring onto any floor(s) below, shall be permitted.
9. No one shall place, leave or permit to be placed or left in or upon the common elements (including those of which he or she has the exclusive use) any waste, debris, refuse or garbage except in those areas designated by the board or the manager as a central garbage depository, and only on those days and times as are designated by the board or the manager from time to time. In an effort to promote recycling, the residents of the dwelling units shall sort out their garbage into the designated recycling bins located within the residential garbage room/drop-off area situate on levels 1, 2 or A in this Condominium.
10. No one shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the board or the manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners.
11. Owners shall not overload existing electrical circuits and plumbing facilities in their units.
12. No auction or garage sale shall be held in the units or on the common elements.
13. Save as otherwise provided or contemplated in the declaration of the Corporation, the sidewalks, passageways, walkways, fire routes and driveways used in common by the owners shall not be obstructed or used for any purpose other than for ingress and egress to and from the units and/or the common elements.

14. No hanging or drying of clothes shall be allowed on (or within) any portion of the common elements, and no pulley clothesline or other similar apparatus shall be affixed to any unit or common element area.
15.
 - a) All vehicles parked within the confines of the Condominium (whether belonging to owners, residents, visitors or otherwise) must have proper license plates and be in road-worthy condition. Failure to comply with the foregoing shall entitle the Corporation to give the owner or custodian of such vehicle notice to remove same forthwith from the Condominium premises, and any failure to remove same after such notice shall entitle the Corporation to do so, all at the owner's sole cost, risk and expense (and to collect all such charges in the same manner, and to the same extent, as common expenses, and with corresponding lien rights similar to the case of common expense arrears).
 - b) Only a private passenger automobile, motorcycle, station wagon, mini-van or truck (not exceeding 1.9 metres in height, with respect to any underground parking space or parking unit) shall be parked in a designated parking space and/or parking unit. No boat, snowmobile or recreational vehicle, and no machinery or equipment whatsoever, shall be parked or stored on any portion of the common elements, nor in a designated parking space or parking unit. No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on the common elements, or in any parking unit. No motor vehicle shall be driven on any part of the common elements other than on a driveway or designated parking area; and
 - c) The motor vehicles of visitors may be parked only in those parking spaces clearly marked or designated for visitors. **All visitors must report to the concierge, sign in and provide his/her vehicle make, model and licence plate no. and if parking between the hours of 2: 00 a.m. and 7:00 a.m.,** obtain a visitor parking permit from the Condominium's concierge or gatehouse security personnel (if applicable), in order to be allowed to park, failing which the vehicle of any such visitor shall be tagged and/or towed away at the expense of the respective vehicle owner. The vehicles of owners and/or residents which are parked in the visitor parking areas will also be tagged and/or towed away at the expense of the respective owner or resident (as the case may be).
16. Save and except for the communication control unit (designated as Unit 1 on Level 37) and the exclusive-use common element areas appurtenant thereto, no television antennae, satellite dish, aerial, tower or similar structure (nor any appurtenances thereto) shall be erected on, or fastened to, any unit or on any portion of the common elements, without the prior written consent of the board.
17. No portable or window air-conditioning unit (or any appurtenances thereto) shall be installed within any unit or common element area.
18.
 - a) Only planter boxes and/or seasonal furniture shall be placed on or within any balcony, patio, porch or terrace area(s), provided same have first been approved by the board or the Corporation's manager, and no balcony, patio, porch or terrace area shall be used for any storage purposes whatsoever;
 - b) No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on the common elements (including without limitation, the grass, plants, hedges, shrubs, flowers or trees), nor place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the common elements, without the prior written consent of the board or the Corporation's manager, provided however that the foregoing shall not be construed as preventing any owner from planting and trimming his or her own small flowers and plants situate within any planter box located within any outdoor balcony, patio, or terrace area, the exclusive use of which has been designated or allocated to such owner's dwelling unit;
 - c) No one other than the Declarant shall be permitted to plant or install, within the confines of any outdoor balcony, patio, porch or terrace area (nor anywhere else within the confines of the Condominium) any trees, hedges, shrubbery or any other type of foliage or flora, without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefor approved by the board or the Corporation's property manager from time to time; and
 - d) No one other than the Declarant shall be permitted to install any water feature(s) upon or within any outdoor balcony, patio, porch or terrace area (nor anywhere else within the confines of the Condominium), without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefor approved by the board or the Corporation's property manager from time to time.
19. No owner shall be permitted to install, place, store or use any type of barbecue equipment or facility within any unit or common element area, save and except for a portable electric or natural gas barbecue (whose size and specifications have been approved by the board or the Corporation's manager) which is placed, stored and/or used solely within the outdoor exclusive-use terrace area appurtenant to an owner's dwelling unit, in accordance with Schedule "F" of the declaration. Any such natural gas barbecue can only be placed, stored or used within the outdoor exclusive-use terrace area appurtenant to an owner's dwelling unit, provided that a natural gas outlet has been installed by the Declarant, or otherwise installed with the permission of the Corporation, within such outdoor terrace area. Under no circumstances, however, shall any propane barbecue be used or brought into the Condominium, nor shall any natural gas barbecue be placed, stored or used within any covered balcony or patio area.

20. a) No animals, reptiles, rodents, livestock or fowl of any kind shall be permitted within any unit or common element area, other than two (2) pets per dwelling unit, with the term "pet" being defined restrictively to include only:
- (i) a canary, a budgie, or any other small bird that is kept in a cage at all times;
 - (ii) a hamster, a gerbil, a guinea pig, a mouse or a rabbit that is kept in a cage at all times;
 - (iii) one or more turtles that are kept in an enclosed container at all times;
 - (iv) an aquarium of goldfish and/or tropical fish; and
 - (v) a dog or a cat (excluding pitbulls, dobermans, mastiffs, rottweilers, and any other similar breeds of dog that are customarily bred or trained as "guard dogs" or "attack dogs") that are sufficiently small in both weight and size such that same can be easily lifted and carried throughout all portions of the common elements by the dog's or cat's owner (whenever such pet is being transported to and from such owner's dwelling unit).
- b) No such pet that is deemed to be a nuisance by the board or the Condominium's property manager (in their sole and absolute discretion) shall be kept by any owner in any unit or in any part of the common elements. Each owner must ensure that his or her pet does not defecate and/or urinate upon any unit or common element area, and shall be obliged to clean up any mess that occurs thereon immediately thereafter. Should a pet owner fail to clean up after his or her pet as aforesaid, then the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks after receiving a written request from the board (or the Condominium's property manager) to remove such pet, permanently remove such pet from the property. All dogs and cats must be on a leash (or otherwise adequately constrained) when outdoors, all birds, rodents and/or turtles must be kept in their cage, and all pets must be carried by their respective owners whenever same are being transported throughout the interior common element areas, and must be accompanied by their respective owners at all times whenever same are within or upon the common elements. No breeding of animals, whether for sale or other purposes, shall be carried on within any unit and/or the common elements.
21. No unit owner shall permit or suffer the infestation of his or her unit (or any exclusive use common element area with respect thereto) by pests, insects, rodents or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the board as soon as the owner is aware of same, will render such owner liable for all costs and expenses incurred in having to eradicate such infestation from any other unit(s) and/or the common elements.
22. Any repair work creating (or likely to cause) any noise or disturbance shall only be permitted within the hours of 9:00 a.m. and 8:00 p.m.
23. Roller-skating, skate-board riding, bicycling, ball throwing, street games (i.e. ball hockey, soccer) and other similar activities are strictly prohibited upon the common elements or within any parking unit(s).
24. No one shall restrict or prevent any candidate running for municipal, provincial or federal office (or his or her representative) from having access to or within the Condominium, between the hours of 9:00 A.M. and 9:00 P.M., in order to canvass at the door of each of the dwelling units or to campaign in the Condominium's lobby or other common meeting area. No more than two election advertising posters, each having a size or dimension of not more than 3 feet by 3 feet, may be displayed through the window(s) of any dwelling unit, or displayed within the exclusive use common element areas appurtenant to any dwelling unit. However, no election advertising posters shall be displayed within (or affixed to) any portion of the non-exclusive use common elements areas whatsoever.
25. Whenever an emergency situation arises or exists, and the Corporation is required to carry out the unit owner's responsibilities in order to deal with said emergency situation (eg. closing a tap that has water overflowing), so as to prevent (or limit) any damage to property and/or any injury to any person(s), then if such unit owner is unable, unavailable or unwilling to do so, then all costs and expenses incurred by the Corporation in connection therewith shall be recoverable directly from said unit owner.
26. All costs and damages incurred by the Corporation as a result of a breach of the rules by any owner shall be borne by such owner, and be recoverable by the Corporation against such owner in the same manner as common expenses.

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Guide to Living at



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

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Introduction & Welcome

Welcome to your Community!

Del Property Management and Tridel have 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 Condominium 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 your community 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 Parc Nuvo Club, the heart of the community, where everyone can come and enjoy the privileges of the contemporary condominium lifestyle.

Sincerely,

Del Property Management & Tridel

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Hours of Availability & Access to Your Club

Hours of Availability

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

Open 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. Also, your facilities may be closed for maintenance and cleaning at specified times.

Different areas of the Parc Nuvo 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 Parc Nuvo Club effectively and efficiently we ask that you promptly leave the reserved amenity or Club at the end of your reserved use or at Club closing.

As your Del Property Management Team and Board of Directors, our goal is to keep your Parc Nuvo Club open and available to you and your guests, but on occasion there may be community-sponsored events organized by the Board of Directors. So you can plan appropriately, 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.

At that time you presented important information about all of the occupants of your home and when necessary multiple FOBS have been ordered, programmed and issued 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 Del 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 charge.

General Rules

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

1. Parc Nuvo Club recreation and social facilities include: Swimming Pool with Whirlpool, Sauna, Fitness Centre, Billiards Room, Theatre, Party Room, Dining Room, Board Room, Guest Suites, Outdoor Terrace and Barbeques.
2. Hours for the Club are 24 hours a day seven days a week. Open 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 relevant, fire and safety regulations. The facilities are for residential use and not for business use.
4. Residents under the age of twelve (12) years must be accompanied and supervised by an adult over eighteen (18) years of age 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 Del Property Management at any time and can show their home to prospective purchasers or tenants.
8. Entry to the Parc Nuvo Club is by FOB only which ensures your access control and tracks resident use. Staff is not allowed to let anyone into the Parc Nuvo 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. Del 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 Parc Nuvo community, including the Outdoor Terrace and Barbeques, 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 Condominium Manager, Recreation Coordinator or Concierge is engaging in boisterous behaviour, 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 and portable electronic devices that can be used to capture images, and/or video, are not permitted in any change room, the pool area or fitness area, including the sauna rooms.
14. Exits must be kept free from obstruction at all times.
15. No pets shall be allowed in or on the Parc Nuvo Club facilities (N.B. service animals are allowed).
16. The use of the recreational facilities may be restricted during organized activities of the Condominium Corporation and/or Corporation sanctioned Committees.
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 Community without prior consent from Del 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 one business day will be removed by staff and contents will be held at the Concierge desk for a limited time. The condominium corporation cannot be responsible for the safety of your contents.
21. Del Property Management and the Board of Directors, at its discretion, may restrict portions of the Parc Nuvo Club to use for organized programs and classes which are exclusive to residents.
22. Del Property Management, on behalf of the Board of Directors, has the right to refuse access or suspend privileges to the Parc Nuvo 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 last page).
23. The Parc Nuvo Club facilities are unsupervised and Del Property Management, the Declarant, the Board of Directors, its agents and employees are not responsible for accidents, injuries, lost or stolen personal property, or any other 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. Use of any facility is at the sole risk of the individual.

General Rules: Guests

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

1. Guests must be accompanied by at least one resident over the age of eighteen (18) years. A maximum of four (4) guests per suite are allowed to use the facilities, except for reserved events in the Party 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 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 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 Parc Nuvo Club will be universally applied.

1. All Bookings are on a first come, first serve basis and no persons under the age of eighteen (18) 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 registering with Concierge
3. Reservations will be held for only ten minutes from the reserved time for the billiard room, theatre and five minutes for equipment.
4. 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 Del 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, saunas and outdoor terrace. 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: Outdoor Terrace

Your outdoor amenity spaces (Outdoor Terrace) 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 Del 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 as you found it with all furniture in place. Additionally, furniture may not be removed from any of your amenity areas. Only furniture designed for outdoor use may be used.
2. Cover your chairs and lounges with a towel when wearing bathing suits, to avoid damage from lotions.
3. Pets are not permitted on the terrace.
4. The Outdoor Terrace area is a non-smoking facility.
5. Note that access to the Outdoor Terrace is through the Party or Dining Room.

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 ground level.

1. As a guideline for booking, generally one barbeque can serve approximately 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 neighbour policy in mind.
2. The use of the barbeques is by reservation only, to ensure that residents are able to plan ahead and to avoid disappointment. These reservations are made through the Concierge.
3. Residents using the barbeques must familiarize themselves with the safe and proper operation of the barbeque. The instructions are posted beside the barbeques 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 one hour cooking time use. Residents and their guests may remain in the barbeque area for a maximum of two hours during busy periods to give everyone a chance to enjoy this facility.
6. The latest booking for a barbeque is 9:00 p.m. to limit noise concerns for other residents.
7. Del Property Management or security 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 a non-smoking facility.

Swimming Pool and Whirlpool

The Condominium Corporation and Del 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 5:00 a.m. and 12:00 a.m. due to a combination of health, safety and maintenance requirements.
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 not less than eighteen (18) years of age. 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. It is recommended that pregnant women or people with serious health conditions check with their physician prior to use.
6. No child under two (2) years of age or not toilet trained, nor any other person who may lose control of elimination functions, shall be allowed in the pool at any time, unless approved watertight pool panties are worn.
7. Personal flotation devices and toys are permitted as long as they are specifically designed for pool use and do not interfere with others using the facility or the mechanical operation of the pool equipment (e.g. small toys which can block the skimmer).
8. 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.
9. All persons with shoulder-length or longer hair must either wear a bathing cap, or have their hair tied back.
10. For health and safety purposes, food and beverages are not permitted anywhere in the pool nor is any type of glassware.
11. Diving is not permitted.
12. Personal belongings, other than items for swimming, are not permitted in the pool area.
13. The telephone provided in the pool area is for emergency use only.

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Sauna Rooms

We wish to ensure that the 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 twelve (12) years of age **should not** use the sauna rooms. Nevertheless, residents under the age of twelve (12) years must be accompanied and supervised by an adult over eighteen (18) years of age 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 room.
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 room. All oils, lotions and/or creams must be removed before entering the sauna 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 (also known as the exercise room)

The Condominium Corporation and Del 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. All equipment must be used according to its operating instructions. If you are not familiar with the equipment, please check with the Condominium Manager and/or Concierge who will assist you.
2. For safety reasons, children under the age of twelve (12) are not permitted to use the exercise equipment. Children between the ages of twelve (12) to sixteen (16) must be supervised by an adult over eighteen (18) years of age at all times.
3. When exercising, proper clothing 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 exercise rooms. If a person's exercise program requires the use of other items, they 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 your electronic systems for television and sound, residents are not able to install any personal devices (e.g. Wii, Play Station, Nintendo, etc.). Please see Management or Concierge for instructions on the use of the electronics 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 exercise room at any time.
9. Personal Trainers are permitted but need to be registered with Del Property Management and must show proof of certification and insurance.
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. To ensure privacy, cameras, cell phones and portable electronic devices that can be used to capture images, and/or video, are not permitted.
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. 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 serve basis or maybe 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 can not be allowed.
3. A maximum of four (4) people per table is allowed in the billiard room. 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 acceptable 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. Water in non-breakable containers is permitted. All other types of refreshments are not permitted.
8. Due to the complexity and sophistication of your electronic systems for the television and the sound, residents are not able to install any personal devices (e.g. Wii, Play Station, Nintendo etc...). Please see management or Concierge for instructions on the use of the electronics systems.

Fireplace Lounge

Your Fireplace Lounge is like a private retreat and get away, just steps from your home. It is intended as a clean, quiet reading room for all residents to enjoy.

1. As all users of this facility will be sharing reading materials, no food or drink is permitted.
2. The room is for residential use and not for regular business use.

Board Room

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

1. The Board of Directors reserves the right to permit exclusive use of the Board Room without an agreement, for their Board meetings, or Corporation sanctioned events.
2. The resident who booked the Board Room is responsible for ensuring the appropriate use of all furniture and equipment within the amenity.
3. This room is for residential use and not for regular business use.

Party Room

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

Use of Party Room AV & 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.). Please see Management or Concierge for instructions on the use of the electronic systems.

Non-Event Party Room Functions Many of our residents want to relax and enjoy the Party Room alone, with a partner or a few of their guests. It is not uncommon for our residents to use their Party Room 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 Room must be coordinated through the Condominium Manager or Concierge.
2. The Party Room is available for non-events, at no charge, for a maximum of three 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.

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- 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 Room.
- 6. Use of all amenity AV systems is allowed for non-events but the programming of the equipment is on a first come, first serve 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 sooner.
- 7. At the sole discretion of the Condominium Manager and their staff and due to multiple residents using the space, if the capacity of people in the room surpasses 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.

Event Party Room Function

- 1. The Party Room area is available on a fee per use basis for events.
- 2. You must be a resident to reserve the Party Room and your guests are welcome up to a 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 person(s) under the age of eighteen (18) may book the Party Room.
- 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 Room 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 Room. Del Property Management 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.
- 7. Residents booking the function must ensure that their guests do not use any other facility within the Parc Nuvo Club.
- 8. No activity where an entrance fee, admission charge or donation is expected shall be permitted in the Party Room without Board approval.
- 9. Gambling and cash bars are not allowed.
- 10. The use of the facilities is for residential use not for business use.
- 11. The intended use of the Party Room must be fully disclosed to Del Property Management as a condition of, and prior to, the booking of the Party Room. 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.

Party Room (continued)

- 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 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 Room, contact the Del Property Management Office or 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.

Deposits & Fees

In order to maintain your Party Room 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 non-refundable fee in the form of a personal cheque or money order.

\$500 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 (i.e. events with nineteen to fifty (19-50) guests will require one (1) guard, events with fifty to one hundred (50 -100) will require two (2) guards).

Your reservation will not be considered confirmed until the non-refundable deposit and security deposit is received with the Party Room Agreement Form by the Del Property Management Office or Concierge.

Making & Confirming Your Reservation

At the Time of Reserving Party Room

- 1. Submit to Del Property Management the Party Room Agreement Form, available from the Del Property Management Office or Concierge, with the non-refundable personal cheque or money order of \$100 payable to the Condominium.

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One Month Prior to the Event

- 1. Provide any **balance of fee** due by personal cheque or money order. Additionally, you must provide the **\$500.00** security deposit on a separate personal cheque or money order at this time. All cheques and money orders are to be payable to the Condominium. Failure to provide the security deposit and payment for any outstanding fees will render the reservation or the rental agreement null and void.
- 2. An Event Guest List must be submitted to the Del Property Management Office or Concierge no later than 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 management with the Event Guest List within the specified time may forfeit the reservation.

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 Room. All other areas of the building are excluded except for entry and access to Party Room and designated washroom facilities.

- 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 buildings.
- 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 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.
- 4. The resident who signed the Party Room Agreement must be present at all times during the function.
- 5. To respect the quiet enjoyment of all residents, all functions must end no later than 1:00 a.m.

- 6. The resident hosting the event must ensure an acceptable noise level at all times.
- 7. Cooking is not permitted. The microwave and oven may only be used for reheating or warming. All food must be removed from the Party Room when vacated.
- 8. Residents may organize the Party Room 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.
- 9. Decorations may not be affixed in any fashion that will damage furniture, ceilings, walls, windows, doors and air diffusers.
- 10. 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.

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 Room 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 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 behaviour and excessive music is prohibited within the Party Room.

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

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

The Party 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-serve basis. This use is limited to one hour or until the show that the resident is watching is over, whichever is longer. 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 Room, then the resident will book the use of the TV with the Del Management Office 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 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 area is available for the reservation and use of residents and their guests. While there is no fee for use of the space, there are provisions below for security deposits and cleaning. The facilities are for residential use and not for business use.
2. Only residents may reserve any of the rooms in your social and leisure facility.
3. No person(s) under the age of eighteen (18) may reserve the rooms. Individuals under the age of twelve (12) must be accompanied by an adult over the age of eighteen (18) when using the rooms.
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 their guests respect this privilege and drink responsibly.
5. The Board of Directors reserves the right to permit exclusive use of the rooms without an agreement, deposit or fees for their Board meetings, or community events of a social or recreational nature.
6. Due to Fire Regulations, a maximum number of persons (as posted) is permitted to be present in the Dining Room. Del Property Management 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 room must be fully disclosed to Del Property Management as a condition of, and prior to, the booking of the room. 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.
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 room, contact the Concierge or your Del Property Management Office. Booking may be made no more than twelve (12) months in advance, excluding bookings for Board of Director sanctioned events. Bookings are on a first come, first served basis.
11. Due to the complexity and sophistication of your electronic systems for sound, please see Management or Concierge for instructions on the use of the electronic systems.

Reservations and Cancellations

Bookings for the Dining Room is made with the Del Management Office or 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 the room without an advance booking, then the Concierge or Del Management Office will assist them accordingly as long as there are no confirmed reservations.

Before and after any event, the Condominium Manager or staff member will inspect and inventory 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 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 30 days of the event.

After the event, 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.

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 rooms.

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

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

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

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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 room.
2. Before and after any reservation of the room, the Condominium Manager or staff member will inspect and inventory the room with the resident reserving the space.
3. While there is no fee for the use of your Theatre, any damage to the furnishings and/or the finishes of the room will be the responsibility of the resident booking the room.
4. 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.
5. The Board of Directors reserves the right to schedule special events in the Theatre for Community sanctioned events.
6. Bookings are through the Del Property Management Office or Concierge, on a first come, first serve basis and cannot be beyond a 12 month period. Please be considerate of other residents provide at least 48 hours notice of cancellation.
7. 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 are not available. If there is no demand or additional reservation, then the resident may continue to use the room until the next reservation.
8. 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 space.
9. The viewing of pornographic or X-rated material is strictly prohibited within the Theatre.

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 serve 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 Condominium Manager or Concierge.
3. The cost of an individual Guest Suite is \$60.00 per day.
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 the Condominium Manager.
6. The Condominium 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.
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. All chargeable calls will be billed to the resident, only if not cleared by the guest on the final day.
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 (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 and the appropriate fees will be charged and the balance remitted to the resident.

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Visitor 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 **Parc Nuvo**.
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 a.m. and 7 a.m. without a Visitor Parking Permit are subject to ticketing and towing.
7. Overnight parking permits, totaling 14 nights, may be issued per suite per calendar month. Depending on demand, consecutive permits (i.e. month to month) may not be available. Please see your Condominium Manager for details.
8. Longer permits may be available upon written request to and approval from the Board of Directors.
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 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.

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Resident & Visitor Bicycle Storage & Racks

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

1. The use of the Resident Bicycle Storage is restricted to persons living in this community.
2. The use of the Visitor Bicycle Storage is dedicated for guests and not residents.
3. Resident use is available on a first come first serve basis and is renewed at fixed times throughout the year.
4. All residents must register their bicycles, which will include a fully refundable \$100.00 deposit per rack, with the Condominium Manager.
5. Immediately following registration, and subject to availability a bicycle rack will be assigned.
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 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.
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.
10. Depending on availability, bicycle racks may be limited to one per suite.
11. A maximum of two bicycles may be stored on each bicycle rack, providing the second bicycle does not impact or impede the use adjacent racks.

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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.

