

RULES
Of
THE OWNERS, STRATA PLAN LMS 3903
– The Aquarius –
AQUARIUS AMENITIES
(As of March 23rd, 2007)

1. Amenities

- (a) Courtyard, Gazebos, Courtyard Patio and Lagoon.
- (b) Aerobics Room Patio
- (c) Fitness Room
- (d) Swimming Pool Complex
- (e) Aerobics Room
- (f) BBQ on the Aerobics Room Patio
- (g) Business Centre
- (h) Board Room
- (i) Lounge
- (j) Theatre

2. General conditions for the use of ALL Amenities.

- (a) The Amenities are for the use of owners, tenants, occupants and their visitors. Visitors must be guests of the owners, tenants or occupants.
- (b) Amenities (a)-(b)-(c)-(d)-(e)-(f) are **not** available for exclusive use. Amenities (g)-(h)-(i)-(j) can be reserved for exclusive use.
- (c) Strata Council reserves the right to refuse anyone the use of the Amenities if it finds this necessary.
- (d) Persons **under 14 years** of age must be supervised at all times by an owner, tenant or occupant **over 19 years** of age.
- (e) Owners, tenants or occupants have to accompany their visitors at all times throughout the complex and they are responsible for all their actions.
- (f) **Smoking** is not permitted in the Amenities, except Amenities (a) & (b) where ashtrays have been provided.
- (g) The use of alcohol is allowed in Amenities (a), (b), and (e). These areas are for the quiet enjoyment of all Owners including families with minors. Your behaviour has to reflect this situation at all times.
- (h) Where the use of an Amenity causes a nuisance, a breach of security or a danger to common property, strata lot or any person, Strata Council may cancel an event immediately and without notice.
- (i) Breach of any Bylaw or Rule may result in a levy of fines.

3. Legal responsibilities for using the Amenities

Owners, tenants, occupants and visitors agree:

- (a) to assume all risks of personal injury or property loss resulting from any cause whatsoever including, but not limited to, negligence, breach of the Occupiers Liability Act or breach of contract on the part of the Strata Corporation, its council members, owners, employees, volunteers and property managers;

- (b) that the Strata Corporation, its council members, owners, employees, volunteers or property managers will not be liable for any such personal injury or loss of or damage to property;
- (c) to be responsible for the safety and conduct of their family members and visitors and to hold the Strata Corporation, its council members, owners, employees, volunteers and property managers harmless from liability arising in connection with the use of the Amenities by such family members and visitors.

4. Garden Courtyard Area and Aerobics Room Patio

- (a) The Courtyard area includes the Aerobics Room and Patio, Gazebos, Courtyard Patios, BBQ, and Lagoon.
- (b) This is a family oriented area for the enjoyment of all residents. Each resident is allowed a maximum 10 people per group. All people have to share this amenity.
- (c) Users have to clean up their own garbage. Cigarette butts have to be disposed off in the ashtrays provided. Garbage is to be deposited in the garbage bin near the BBQ.
- (d) All bylaws, including the noise bylaw, will be strictly enforced. No domestic animals are allowed in this area.
- (e) Moderate alcohol consumption with a meal is allowed. Noisy and rowdy parties are not permitted.
- (f) The Courtyard area is closed between 23.00 and 06.00 hours.

5. Fitness Room

Only an owner, tenant, occupant or visitor is allowed to use the Fitness Room.

- (a) The Amenity is available between 06.00 and 23.59 hours.
- (b) Persons under the age of 14 are not allowed to use the equipment.
- (c) Only 2 visitors per owner, tenant or occupant are allowed at anyone time. They must receive permission from and sign in with the concierge.
- (d) Be courteous to others waiting to use the fitness equipment
- (e) Take turns using the equipment
- (f) Not eat or drink in the Fitness Room, except for water bottles.
- (g) Use earphones when listening to music. Keep the volume of the TV down.
- (h) Remove all personal belongings after each use
- (i) Wear appropriate clothing and shoes

6. Swimming Pool Complex.

Only an owner, tenant, occupant or visitor is allowed to use the Swimming pool, Jacuzzi, Steam Room, Saunas and Change Rooms

- (a) The Amenity is available between the hours of 06.00 and 23.59 hours, except during cleaning times as posted.
- (b) Persons under the age of 14 must be supervised by an owner, tenant or occupant over the age of 19 at all times.
- (c) Only 4 visitors per owner, tenant or occupant are allowed at anyone time. They must receive permission from and sign in with the concierge.
- (d) Take a shower before using the facilities.
- (e) Do not bring or consume drinks or food in these areas.

- (f) Do not dive, act boisterously, engage in rough play or act offensively.
- (g) Dry off before leaving these areas.
- (h) Change clothes in the change rooms.
- (i) Wear a bathing cap if you have long hair.
- (j) Wear appropriate swimwear at all times. No cut-offs or T-shirts.
- (k) No nude bathing.
- (l) Do not use these Amenities if the person has any skin disease, sore or inflamed eyes, cold, cough, nasal or ear discharges, or any communicable disease.
- (m) Do not use inflatable air mattresses, rafts or toys in the pool or pool area, except child's water wings.
- (n) Do not use masks, flippers or any underwater diving equipment.
- (o) Ensure that all children are toilet trained or are wearing waterproof diapers.
- (p) Ensure that children under the age of four(4) do not use the Jacuzzi.
- (q) Do not use chemicals, shampoo or soaps in the pool or Jacuzzi.
- (r) Do not use radios, tape machines or any other machine playing music except with headsets or earphones.

7. EXCLUSIVE USE OF SOME AMENITIES.

A. General:

- (a) **Only** an owner, tenant or occupant may book certain Amenities for exclusive use, on a "first-come, first served" basis, provided that they have not already booked those or any other Amenity for another time or date.
- (b) Amenities available for exclusive use are (g), (h), (i), (j).
- (c) No exclusive use is available on Christmas Eve, Christmas Day, New Years Eve or New Years Day.
- (d) The maximum number of people allowed per Amenity is regulated by the bylaws and the fire department regulations.
- (e) Only Amenities (g)-(h)-(i) & (j) are available for business purpose. Organizations and businesses will be charged a \$10.00 per hour non-refundable Booking Fee for business use. Amenities (e)& (f) are not available for business use.
- (f) All activities, including cleaning, must cease at the time as indicated.

An owner, tenant or occupant:

- (g) Must pay a refundable Booking Deposit for the exclusive use of these Amenities.
- (h) Must pay the Booking Deposits when occupying the Amenity. This Booking Deposit will be returned after the area has been inspected and found to be in good condition. Failure to clean the Amenity properly and/or on time, as instructed by the concierge, will result in a cleaning fee of \$50.00 per hour or portion thereof. This will be deducted from the Booking Deposit.
- (i) Is responsible for any theft from or damage to the Amenity. The cost of replacing any stolen items or repairing the damage will be deducted from the Booking Deposit. If this cost is disputed, no refund will be given until the dispute has been settled.
- (j) Must accompany his guests at all times throughout the complex.

B. Business Centre, Board Room.

Only an owner, tenant or occupant may book the Business Centre, Board Room for **exclusive** use between 09.00 – 23.59.

- (a) A refundable \$200.00 cash Booking Deposit is required.

- (b) Business use of these Amenities will be charged as per 7-A (e)
- (c) The Business Centre is available for a maximum of one (1) hour.
- (d) The area has to be cleaned immediately after use.
- (e) The maximum number of people allowed at these facilities is
 - Business Centre 5
 - Board Room 15

C. Theatre.

Only an owner, tenant or occupant may book the Theatre for **exclusive** use between 09.00 – 23.59, provided that the owner, tenant or occupant:

- (a) Pays a refundable \$20.00 cash Booking Deposit at time of **reservation**.
- (b) The maximum number of people allowed is 19
- (c) Business use of this Amenity will be charged as per 7-A(e)
- (d) If a reservation is not cancelled 48 hours prior to reservation time the Booking Deposit will not be returned.
- (e) The area has to be cleaned immediately after use.
- (f) No food or drink is permitted in the theatre.

D. Lounge.

Only an owner, tenant or occupant may book the Lounge for **exclusive** use between 09.00 -23.59.

- (a) A refundable \$200.00 cash Booking Deposit is required.
- (b) The maximum number of people allowed is 20.
- (c) Business use of this Amenity will be charged as per 7-A(e).
- (d) The area has to be cleaned by 09.00 the day following the Exclusive use or ½ hour prior to the next exclusive booking, as directed by the Concierge.

NOTE : Strata Council may make exceptions to the Rules. Application for an exception must be made at least 2 monthly Strata Council meetings in advance of the requested date. Exceptions, if made, are subject to certain conditions, including, without limitation:

- (1) procedural rules**
 - (2) signing of a waiver of liability**
 - (3) special events insurance**
 - (4) liquor license requirements**
 - (5) security cost defrayment**
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