

RULES
For
THE RESIDENTS, STRATA PLAN LMS 3903
– THE AQUARIUS –
AMENITIES
August 11, 2009

1. Amenities

- (a) Courtyard at 3rd level & Aerobics Room
- (b) Fitness Room
- (c) Swimming Pool Complex
- (d) Business Centre
- (e) Board Room
- (f) Lounge (Billiards Room)
- (g) Theatre

2. General conditions for the use of all Amenities.

- (a) The Amenities are for the use of **the residents of Aquarius** and **guests** of residents only.
- (b) Amenities (a)-(b)-(c) are **not** available for **exclusive** use. Amenities (d)-(e)-(f)-(g) **may** be reserved for exclusive use. Contact the concierge.
- (c) Strata Council reserves the right to refuse anyone the use of the Amenities if it finds this necessary. Strata Council has authorized the concierge staff to strictly enforce all rules.
- (d) Persons **under 14 years** of age must be supervised at all times by the resident who must be **over 19 years** of age.
- (e) Residents have to accompany their guests at all times during the use of the Amenities and they are responsible for their actions.
- (f) **Smoking** is not permitted in the Amenities, except at the Courtyard at 3rd level where ashtrays have been provided.
- (g) The use of alcohol is **not permitted** in any of the Amenity areas except the Lounge (Billiards Room). The use of alcohol at that location shall be subject to the resident providing the Strata Council with a “Special Occasion Liquor License” from the Liquor Control Board.
- (h) These areas are for the quiet enjoyment of **all** residents. Your behaviour has to reflect this situation at all times.
- (i) Where the use of an Amenity causes a nuisance, contravention of the bylaws/ rules, a breach of security or a danger to common property, strata lot or any person, the Concierge staff has been authorized to cancel the event immediately.
- (j) Breach of any Bylaw or Rule may result in a levy of fines.

3. Legal responsibilities for using the Amenities

Residents and their guests 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, residents, employees, volunteers and property managers;

- (b) that the Strata Corporation, its council members, residents, 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 guests and to hold the Strata Corporation, its council members, residents, employees, volunteers and property managers harmless from liability arising in connection with the use of the Amenities by such family members and guests;
- (d) to hold the Strata Corporation harmless from any lawsuits, penalties, fines or legal cost incurred by the Strata Corporation in having to defend itself from the use of the Amenities by residents and/ or their guests.

4. **Courtyard at 3rd level & Aerobics Room.**

- (a) The Courtyard area includes the Aerobics Room and Patio, two Gazebos, Courtyard Patios, BBQ, and Lagoon.
- (b) **Parties are not permitted in this area.** (The concierge might be able to accommodate parties in the Lounge). This Courtyard is for the enjoyment of **all** residents. Each Strata lot is permitted to bring a group of maximum six (6) guests. The Courtyard will accommodate a maximum of two (2) of these groups at any one time.
- (c) In order to facilitate all residents, each group is permitted a maximum of two (2) hours in this area. Complete the **sign-up sheet** in the Aerobics room when you arrive. Note your start time and suite number. You are not permitted to sign up in advance and/or reserve a place. **“first come, first served”** If you do not sign up your group you will lose your place when another group arrives.
- (d) The BBQ placed in the area is for the enjoyment of all on a **‘first come, first served’** basis. Each user is responsible for the clean up before the next group is permitted to use it.
- (e) Users have to clean up their own garbage. Cigarette butts have to be disposed of in the ashtrays provided. Garbage is to be deposited in the garbage bin near the BBQ and remove to the garbage compactor.
- (f) All bylaws, including the **noise** bylaw, will be strictly enforced. Animals are permitted on the walkway in front of the townhouses and they must be on a leash.
- (g) Noisy and rowdy activities are not permitted. **Loud talking and loud laughing is particularly disruptive.** Residents are expected to be mindful of the residents living around the area and shall show consideration while conducting themselves.
- (h) **Start cleaning up at 10.30pm.** The Courtyard area is closed between 11.00pm and 6.00am
- (i) Maximum 20 people are permitted in the Aerobics room.
- (j) The Property Manager and the Concierge have been instructed by the Strata Council to monitor these areas and strictly enforce the rules.
- (k) Music may be played in the Aerobics Room provided it can not be heard outside in the Courtyard.
- (l) Music in the Courtyard is permitted only when listening with headsets or earphones.
- (m) Feeding or disturbing the fish and wildlife or throwing food or other items in the lagoon is forbidden.

5. **Fitness Room**

- (a) This facility is for residents and guests of residents only.
- (b) The Amenity is available between 6.00am and 12.00am (midnight).
- (c) Persons under the age of 14 are not permitted to use the equipment.
- (d) Only 2 guests per Strata lot are permitted at any one time. They must receive permission from and sign in with the concierge and be accompanied by the resident at all times.
- (e) Be courteous to others waiting to use the fitness equipment.
- (f) No food, drink or alcohol is permitted in the Fitness Room, except for water bottles.
- (g) Use earphones when listening to music. Keep the volume of the TV low as to not disrupt others.
- (h) Remove all personal belongings after each use.
- (i) Wear appropriate clothing and shoes.

6. **Swimming Pool Complex.**

- (a) This facility is for residents and guests of residents only. It includes the Swimming pool, Jacuzzi, Steam Rooms, Saunas and Change Rooms.
- (b) The Amenity is available between the hours of 6.00am and 12.00am(midnight), except during cleaning times as posted.
- (c) Persons under the age of 14 must be supervised by a resident over the age of 19 at all times.
- (d) Only 4 guests per Strata lot are permitted at anyone time. They must receive permission from and sign in with the concierge.
- (e) Take a shower before using the facilities.
- (f) Do not bring or consume drinks, food or alcohol in these areas. However, water bottles are permitted.
- (g) Do not dive, act boisterously, engage in rough play or act offensively.
- (h) Dry off before leaving these areas.
- (i) Change clothes in the change rooms.
- (j) Wear a bathing cap if you have long hair.
- (k) Wear appropriate swimwear at all times. No cut-offs or T-shirts.
- (l) Nudity is not permitted.
- (m) 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.
- (n) Do not use inflatable air mattresses, rafts or toys in the pool or pool area, except child's water wings.
- (o) Underwater equipment such as masks and/or flippers is not permitted.
- (p) Ensure that all children are toilet trained or are wearing waterproof diapers.
- (q) Ensure that children under the age of four (4) do not use the Jacuzzi.
- (r) Do not use chemicals, shampoo or soaps in the pool or Jacuzzi.
- (s) 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 a resident 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 (d)-(e)-(f)-(g).

- (c) No exclusive use is available on Christmas Eve, Christmas Day, New Years Eve or New Years Day.
- (d) The maximum number of people permitted per Amenity is regulated as per bylaws/rules.
- (e) Only Amenities (d)-(e)-(f)-(g) are available for business purpose. Businesses, Organizations, Charities, etc will be charged a \$25.00 per hour non-refundable Booking Fee for business use payable at time of reservation.
- (f) Only Amenity (f) – Lounge (Billiards Room) is available for social gatherings.
- (g) All activities, including cleaning, must be finished at the time as indicated.
- (h) The resident must pay a refundable Booking Deposit and an applicable fee for the exclusive use of these Amenities.
- (i) The resident must pay the Booking Deposit before occupying the Amenity. This Booking Deposit will be returned after the area has been inspected by the Concierge 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.
- (k) The resident 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.
- (l) The resident must accompany his guests at all times during the use of the Amenities.

B. Business Centre, Board Room

- (a) Only a resident may book the Business Centre and/or the Board Room for exclusive use between 9.00am – 12.00am (midnight)
- (b) A refundable \$200.00 cash Booking Deposit is required at the time of the reservation for Board Room.
- (c) Business use of these Amenities will be charged as per 7-A (e)
- (d) The Business Centre is available for a maximum of one (1) hour.
- (e) The area has to be cleaned immediately after use.
- (f) The maximum number of people permitted at these facilities is
 - Business Centre: 5
 - Board Room: 15
- (g) Alcohol is not permitted in these areas.

C. Theatre.

- (a) Only a resident may book the Theatre for **exclusive** use between 9.00am – 12.00am (midnight)
- (b) A refundable \$20.00 cash Booking Deposit is required at time of reservation.
- (c) The maximum number of people permitted is 19
- (d) Business use of this Amenity will be charged as per 7-A (e)
- (e) If a reservation is not cancelled 4 hours prior to reservation time, the Booking Deposit will not be returned.
- (f) The area has to be cleaned immediately after use.
- (g) No food, drink or alcohol is permitted in the theatre.

D. Lounge (Billiards Room).

- (a) Only a resident may book the Lounge for **exclusive** use between 9.00am -12.00am (midnight).

- (b) A refundable \$200.00 cash Booking Deposit is required at time of reservation.
- (c) The maximum number of people permitted is 20.
- (d) Business use of this Amenity will be charged as per 7-A(e).
- (e) Alcohol is permitted in this area when the proper "Special Occasion Liquor License" has been obtained from the Liquor Control Board and presented to the concierge.
- (f) The area has to be cleaned by 8.30am the day following the exclusive use or ½ hour prior to the next exclusive booking, as directed by the Concierge.
- (g) The Lounge is the only area in the Aquarius complex where Strata approved parties and social gatherings are permitted.
