

**Strata Corporation EPS3127**

**“Empire at QE Park”**

# **RULES**

*As updated at the September 27, 2018 Strata Council Meeting*

# RULES

1. Amenities are for the use of Residents and accompanying guests only.
2. Non-Resident Owners cannot book amenities for their exclusive use.
3. Commercial activity is not permitted in any of the amenities.
4. Pets are not permitted in any amenities areas including the Common area grass.
5. **Hours of Operation for the Amenities are as follows:**

- Lounges (Buildings A and B)  
9:00 a.m. – 10:00 p.m. Sundays to Thursdays  
9:00 a.m. – 11:30 p.m. Fridays and Saturdays
- Exercise Room (Building C)  
6:00 a.m. to 11:30 p.m. 7 days a week
- 3<sup>rd</sup> Floor Community Garden (Building C)  
9:00 a.m. – 10:00 p.m. 7 days a week
- 1<sup>st</sup> Floor Playground Room (Building C)  
9:00 a.m. – 10:00 p.m. Sundays to Thursdays  
9:00 a.m. – 11:30 p.m. Fridays and Saturdays
- Workshop Room (Building A)  
9:00 a.m. – 10:00 p.m. 7 days a week

\*Exclusive use is only permitted in the Lounges, Indoor Area of the 3<sup>rd</sup> Floor Community Garden (exclusive use of this room does not prevent access to other casual users to use the Outdoor Area of the 3<sup>rd</sup> Floor Community Garden), and 1<sup>st</sup> Floor Playground Room. Prior booking arrangements must be made with the Building Manager and must be booked by the Owner of the strata lot or with a written consent of the Owner. **All Owners, Residents and Tenants must sign and file with the Strata Corporation a Consent form and provide a \$200 damage deposit before they are entitled to use the facilities**, as designed and approved by the Strata Council from time to time. Cancellation of the room less than seven (7) days prior will result in \$50 being forfeited from the damage deposit. Except for the month of December where thirty (30) days cancellation notice will be required. Any damage will be the responsibility of the Strata Lot Owner.

Please note: Exclusive use take precedence over casual use. Exclusive use requires a booking fee and a damage deposit. Casual use is not exclusive and no booking fee or damage deposit is required. The cleaning fee of \$50 is applicable for the uncleaned use of the room regardless if the room is being used exclusively or casually.

Proof of residency is required and a rental agreement form must be completed and submitted with the damage deposit for the booking.

**Please report anyone that is in violation of the above rules to the Strata Agent with the time and date so proper steps can be taken to resolve the situation.**

**Users found in violation of the above rules could be subject to a fine.**

### **Division 1 – General Rules for the Amenities**

- (1) All Common Facilities may be used by Residents, their respective Visitors and Family members.
- (2) Owners, Residents and Tenants, are always fully responsible for the acts of their Visitors and Family members using Common Facilities. This includes the complete liability for any damage, fine, cost or fee because of misuse of the Common Facilities.
- (3) Anyone using any Common Facilities does so at their own risk. The Strata Corporation is never responsible for any acts, claims, demands, liabilities, loss, damage, injury or expense, including lawyers' fees, which results from use of the Common Facilities. Security and safety are always the responsibility of the user.
- (4) All users of the Common Facilities shall take care not to damage any Common Facilities, assure that Common Facilities are left in a clean and tidy condition, be considerate of all others, not create excessive noise or unreasonable behaviour and follow any instructions given by the Building Manager.
- (5) Smoking is prohibited in all the Common Facilities.
- (6) Any persons under age fourteen (14) must be supervised by an adult user at all times, exception being in the gym where no persons under age fourteen (14) are allowed.
- (7) Pets are not allowed in the Common Facilities, nor is public nudity.
- (8) Clean footwear must be worn at all times in the Common Facilities. No wet or soiled clothing is allowed.
- (9) Alcoholic beverages are not permitted anywhere on common property without the prior written consent of the Strata Council. Owners, Residents and Tenants are responsible for their Visitors' and Family members' behaviour.
- (10) Any person using any Common Facilities must clean the same immediately after their use. Any cleaning required because of a user's failure to comply with this requirement will be charged for cleaning at \$50 per hour.
- (11) If a user reserves any Common Facilities, that user must check in with the Building Manager both before and after using the Common Facilities. The Building Manager will inspect the reserved Common Facilities with the user before and after the use to determine

the condition of the Common Facilities both before and after use. The Building Manager shall submit a written inspection report to the Strata Agent regarding each such use, noting if any follow-up action is required.

- (12) The Strata Corporation reserves the right to refuse and/or cancel any reservations if the Owner who would be responsible for the use has any unpaid fees, fines or other arrears in the Owner's account.
- (13) The Strata Corporation reserves the right to revoke or suspend the use of any Common Facilities by anyone who breaks these Rules or behaves inappropriately.

### **Division 2 – Lounge (Building A and B) and Indoor Area of the 3<sup>rd</sup> Floor Community Garden (Building C)**

All General Rules for Amenities are in force in addition to the following:

- (1) The lounges are available to residents by booking only between the hours of 9:00 a.m. to 10:00 p.m., Sundays to Thursdays and 9:00 a.m. to 11:30 p.m., Fridays and Saturdays, unless prior written consent is obtained from the Strata Council (via the Strata Agent).
- (2) Visitors must be accompanied by a resident when using the facility.
- (3) Booking fee of \$50 to cover ongoing expenses for the upkeep of the rooms.
- (4) Bookings are for a maximum of 6 hours.
- (5) No more than 2 bookings per month, maximum 12 bookings per year per strata lot.
- (6) Bookings cannot be made more than 6 months in advance.
- (7) Residents who make, or permit others to make excessive noise during the use of the room, will forfeit their entire deposit.
- (8) Residents who do not vacate the room at the prescribed closing time, or at the end of their reservation, shall forfeit their entire deposit.
- (9) The Building Manager will inspect the room after the booking. If the room has not been cleaned, a cleaning fee will be assessed. Any theft or damage resulting from the use of the room will be assessed.
- (10) All assessments from sections 10 above, will be the responsibility of the Strata Lot making the booking, and subtracted from the damage deposit. Owners are fully responsible for damage caused to common property by their Tenants and guests. If the cost of cleanup or repairs exceeds the deposit, the Strata Lot making the room booking will be billed for the additional costs.

### **Division 3 – Exercise Room**

All General Rules for Amenities are in force in addition to the following:

- (1) The exercise room hours of use are daily from 6:00am to 11:30pm and are for the use of residents only unless otherwise stated in this rule.
- (2) No one shall make loud noises in the Exercise Room so as to disturb the quiet enjoyment of the adjacent or near-by Strata Lots by the people in them. The Building Manager and Strata Agent are hereby authorized to expel from the Exercise Room anyone who, in the sole opinion of the Building Manager and Property, is in violation of this Rule or other Sections of the Strata Corporation's By-laws.
- (3) No one under the age of 16 shall be allowed in the Exercise Room without the company of an adult.
- (4) The equipment provided in the Exercise Room should be used with care. Users should remember to turn off the equipment after each use.
- (5) Anyone who enters the Exercise Room to perform physical exercise activities should be suitably dressed and wearing proper sport shoes.
- (6) All personal belongings are to be removed after each use.
- (7) No food or drinks are allowed (except plastic water bottles).
- (8) Twenty (20) minute limit on the cardiovascular equipment when there are users waiting.
- (9) Do not bang dumbbell plates together.
- (10) There will be a maximum of one guest allowed per member at any given time.
- (11) All guests for the exercise room must sign in with a name and unit number of their host member. The Building Manager reserves the right to ask guests for identification.
- (12) Exercise equipment must be wiped down after use.
- (11) Exercise facility is to be used at the user's risk. The Strata Corporation will not be responsible for personal injury.
- (12) The Exercise Room may not be booked exclusively.

### **Division 4 – Outdoor Area of the 3<sup>rd</sup> Floor Community Garden/Barbeque Area**

All General Rules for Amenities are in force in addition to the following:

- (1) Bookings are available seven (7) days a week from 9:00 a.m. to 10:00 p.m., unless prior written consent is obtained from the Strata Council (via the Strata Agent). The outdoor patio/BBQ area, including the BBQ, must be cleaned.
- (2) Glass is not permitted on the roof, under any circumstances (bottles, glasses, plates, etc.).
- (3) Residents are welcome to use the BBQ.
- (4) Use of the BBQ must be booked in advance. Contact the Building Manager at 604-831-0146 or [empire@ranchogroup.com](mailto:empire@ranchogroup.com) to book.
- (5) Residents are responsible for cleaning the BBQ after each use.
- (6) The patio itself may not be booked exclusively.
- (7) Any inappropriate behavior will not be tolerated.

#### **Division 5 – 1<sup>st</sup> Floor Playground Room (Building C)**

All General Rules for Amenities are in force in addition to the following:

- (1) The playground room is available to residents by booking only between the hours of 9:00 a.m. to 10:00 p.m., Sundays to Thursdays and 9:00 a.m. to 11:30 p.m., Fridays and Saturdays, unless prior written consent is obtained from the Strata Council (via the Strata Agent).
- (2) Visitors must be accompanied by a resident when using the facility.
- (3) Booking fee of \$50 to cover ongoing expenses for the upkeep of the room.
- (4) Bookings are for a maximum of 6 hours.
- (5) No more than 2 bookings per month, maximum 12 bookings per year per strata lot.
- (6) Bookings cannot be made more than 6 months in advance.
- (7) Residents who make, or permit others to make excessive noise during the use of the room, will forfeit their entire deposit.
- (8) Residents who do not vacate the room at the prescribed closing time, or at the end of their reservation, shall forfeit their entire deposit.
- (9) The Building Manager will inspect the room after the booking. If the room has not been cleaned, a cleaning fee will be assessed. Any theft or damage resulting from the use of the room will be assessed.

- (10) All assessments from sections 10 above, will be the responsibility of the Strata Lot making the booking, and subtracted from the damage deposit. Owners are fully responsible for damage caused to common property by their Tenants and guests. If the cost of cleanup or repairs exceeds the deposit, the Strata Lot making the room booking will be billed for the additional costs.

### **Division 6 – Workshop Room**

All General Rules for Amenities are in force in addition to the following:

- (1) The Workshop Room is available for use between the hours of 9:00 a.m. to 10:00 p.m. daily.
- (2) Children under the age of 16 must be supervised by an adult.
- (3) Users shall clean the room and remove all garbage.
- (4) Users shall close and lock doors and turn off lights before leaving.
- (5) The Workshop Room may not be booked exclusively.

### **Division 7 – Gardening Plots**

All General Rules for Amenities are in force in addition to the following:

- (1) An Owner, tenant, occupant, or visitor of a strata lot must:
  - (a) not access or use any gardening plot except any gardening plot specifically assigned to his or her strata lot;
  - (b) not rent or lease any gardening plot specifically assigned to his or her strata lot or otherwise permit the gardening plot to be regularly used by anyone who is not an owner, tenant, or occupant in the development;
  - (c) access and use the gardening terrace during the posted gardening hours only. Initially, the gardening hours will be daily from 7:00 a.m. to 9:00 p.m.;
  - (d) not pick, destroy or vandalize any plant, flower, shrub or other planting in another owner's gardening plots;
  - (e) not plant, grow, or maintain any plant, fruit, flower, shrub or other planting (with or without extensive root systems) which may either:
    - (i) extend into neighbouring gardening plots or the gardening terrace. All plants, flowers, shrubs and other plantings in the gardening plots

must be wholly contained within such gardening plots; and

- (ii) extend downward damaging the membrane located at the bottom of every gardening plot;
  - (f) not plant, grow or maintain any plant, flower, shrub or other planting in a gardening plot which exceeds three feet in height;
  - (g) not construct or maintain any structure or assemblage of materials in a gardening plot (fencing, enclosures or otherwise), with the exception that each gardening plot is entitled to one vertical structure (not greater than three feet in height) which can be used for supporting plants, flowers, shrubs or other plantings;
  - (h) keep all areas of the gardening room and gardening terrace in a neat and clean manner, with all trash, debris and clippings removed and placed in the appropriate container;
  - (i) not leave tools or other items unattended within the gardening terrace;
  - (j) not use the gardening hose unless he or she was specifically assigned a gardening plot. Immediately upon finishing with the use of the hose, the water supply must be turned off and the hose must be neatly rewound and returned to its storage position;
  - (k) not plant, grow, or maintain grow any plant, flower, shrub or other planting in a gardening plot which requires excessive watering (e.g. wetland taro, watercress or lotus);
  - (l) not plant, grow or maintain any illegal drug plants in the gardening plots;
  - (m) not use pesticides on or around the gardening plots which may pose health risks to humans;
  - (n) not use herbicides (of any kind whatsoever) in the gardening plots;
  - (o) not store dangerous or hazardous chemicals or other products in any other part of the gardening room or the gardening terrace;
  - (p) not play amplified music in the gardening terrace, except through headphones; and
  - (q) not permit his or her pet to be on that part of the gardening terrace which comprises the gardening plots.
- (2) Those Owners, tenants, and occupants of the strata lots that were specifically assigned a gardening plot must maintain their gardening plots on a regular basis (at least once a week



during growing season) in a well-tended, weeded, sanitary neat and tidy manner.

- (3) If an Owner of a strata lot that was specifically assigned a gardening plot is not maintaining his or her gardening plot in a satisfactory manner, the Strata Corporation may impose fines on the Owner pursuant to these Rules or may reasonably remedy that owner's gardening plot and charge the owner with the reasonable cost of such remediation.

#### **Division 8 – Use of Common Area Electrical Outlets**

- (1) An Owner, Resident or Visitor must not use any of the common property electrical outlets on a long-term basis (all uses beyond 30 minutes in duration) without the written permission of the Strata Council.
- (2) Further to Rule (1), if approved by the Strata Council, as a condition, the Resident, Owner, or Visitor may be asked to pay a user fee.