

## **STRATA PLAN BCS 2896A – HIGHLAND PARK AMENITIES RULES**

The Amenity Facility is for the exclusive use of Residents and their guests. In the interests of safety and enjoyment, the following Rules and Regulations have been prepared and must be adhered to at all times:

For the purposes of these Rules and Regulations:

- (a) “Resident” means collectively: resident, tenant(s) and occupant(s) currently residing in one of the strata lots within Strata Plan BCS 2896 and BCS 2897.
- (b) “Amenity Building” means: Fitness room, Yoga studio, Theatre, Hockey Rink (not ice), Great Room, Mail Room, Play room, Meeting/Dining Room, Games room and Change rooms and Washrooms.
- (c) “Outdoor Amenity Area” means: Swimming Pool and Whirl Pool.
- (d) “Amenity Facility” means: the Amenity Building and the Outdoor Amenity Area.

### **Acknowledgement of Rules**

- 1) The completion and affixing of signatures at the bottom of two (2) copies of these Rules and Regulations by the Resident is required as an acknowledgement of understanding, and a compliance with, the Rules and Regulations specified herein. The Resident is to receive one (1) copy and one (1) copy will be kept on strata’s files.

### **Conditional Use**

- 2) Use of the Amenity Facility is for the Residents of the strata lots within Strata Plan BCS 2896 and BCS 2897 and their guests only.
- 3) Guests of Residents using the Amenity Facility shall number no more than Four (4) per adult Resident to a maximum of Five (5) per unit at any one time and must be accompanied by the Resident(s) at all times.
- 4) The privacy and enjoyment of others using the Amenity Facility must be respected at all times.
- 5) No person(s) under the age of 16 years may use the Amenity Facility unless accompanied by an adult at all times and be within eyesight.
- 6) The Amenity Building will be open between the hours of 6:00 am and 10:00 pm, Monday through Sunday.

### **Bookings**

- 7) The Amenity rooms must be booked through the Resident Manager.
- 8) Any booking of the Amenity Facility must be made by an adult Resident of a strata unit within the Highland Park or Glenmore, or spouse of the Resident, and will require a \$200.00 deposit, to be returned to the party booking the room(s) upon confirmation that the Amenity Facility is in the same condition as it was when it was booked. There shall be NO bookings on Statutory Holidays in British Columbia (<https://www2.gov.bc.ca/gov/content/employment-business/employment-standards-advice/employment-standards/statutory-holidays>).

Bookings on a Monday or Tuesday shall have an additional, Non-Refundable, user fee of Two Hundred Dollars (\$200.00).

- 9) The amenity rooms shall be booked on a first come first served (reserved) basis.
- 10) Each room can only be reserved once within a 28-day period by a resident. \*For special events residents may apply to the Resident Manager for an exception which may, or may not be granted, at the discretion of the Strata Council.)
- 11) No room can be pre-booked more than 3 months in advance. Bookings are only confirmed when the deposit has been made. (For special events residents may apply to the Resident Manager for an exception which may, or may not be granted, at the discretion of the Strata Council.)
- 12) The theatre may be reserved for no more than a 4-hour period; the meeting rooms for no more than a 4-hour period; and the lounge room for no more than a 6-hour period.
- 13) A resident may use the theatre room on a first come first served basis for a period of three hours without booking it if it has not been reserved or is not being used.
- 14) The amenity rooms cannot be booked or used as a classroom for paying participants.  
i.e.: They cannot be used for commercial purposes such as a driving school, training facilities, classrooms, etc.
- 15) An Owner who has rented out or leased their strata lot is not permitted to use the facilities.
- 16) The Strata Council has the right to limit (or expand upon) the number of times an amenity room is used, the length of time a room is used, and the purpose(s) for which the amenity room(s) are used – all at the Strata Council's discretion in order to protect and administrate the facilities for the benefit of all the residents of Highland Park and Glenmore.
- 17) Parking of visitors during the use of the Amenity Facility must comply with the parking regulations then and there in force of the Strata Corporation.
- 18) Any cleanup required to return the Amenity Facility (including washrooms) to its pre-event status must be completed within 24 hours of the booking, or within such shorter time as may be agreed to accommodate other bookings. Should the clean –up not be completed within the specified time the council may have the clean-up undertaken by a third party and the cost to complete such clean-up will be borne by the party booking the Amenity Room.
- 19) Any damage that occurs to the room and to amenities and property contained therein, or forming a part of the Amenity Facility, will be the sole responsibility of the party booking the room. Repairs or replacement of the damaged property or the dollar amount to repair or replace the damaged property up to the amount of money that is the deductible amount, required pursuant to any insurance coverage that may be in force from time to time will be required to be paid by the party booking the room.
- 20) Those using tape on the walls do so at their own risk. Should the Strata need to undertake any repair, all related expenses will be assessed to the owner's strata lot.

- 21) The fridge, counter-tops, cupboards, sink and equipment used are to be left in a clean and operational condition; garbage is to be removed (garbage receptacle cleaned) and the carpet vacuumed.
- 22) For security reasons, all guests must be met at the main entrance door. At no time are any of the doors to the Amenity Building to be propped open allowing unrestricted access to the Amenity Building. Before leaving the Amenity Building all doors to the exterior are to be securely closed and locked.
- 23) Alcohol is not permitted in the Amenity Facility at any time without prior approval of the Strata Council. The Strata Corporation will not be held liable for any illegal or criminal conduct or activity of a Resident or their guest(s). Any illegal activity will be reported to the Police. Conditions for the approval of Alcohol shall include, but not be limited to;
  - a) Providing a copy of Homeowner's or Renter's Insurance with the named insured matching that of the facility renter and a minimum Legal Liability Insurance OR Event Liability Insurance of Two Million Dollars (\$2,000,000),
  - b) A Special Event Permit (SEP), (Temporarily Suspended effective 6 February, 2024)
  - c) A Server at the event at all times with either a Special Event Server (SES) certificate OR Serving It Right (SIR) certificate,
  - d) All alcohol shall be restricted to Beer (no kegs), Wine (including Champagne) and Coolers/Setzer's with an alcohol content of no greater than 8% in cans or bottles of no more than 500ml,
  - e) All alcohol consumption confined to the Lounge/Great Room and,
  - f) Last call to be 30 minutes before the end of the event but in no case shall it be later than 9 pm (e.g. 1 hour prior to the closing of the Amenity Facility)  
*(amended at February 6, 2024 Council Meeting)*
- 24) Proper attire is required in the Amenity Facility at all times. The **"No Shirt, No Shoes, No Entry"** Rule is adhered to at all times within the Amenity Building.
- 25) Any and all accidents must be reported immediately to FirstService Residential or the Resident Manager.
- 26) Any person(s) causing damage to the Amenity Facility must immediately report such damage(s) to FirstService Residential or the Resident Manager.
- 27) Residents must conform and ensure that any guest(s) conform to the Rules and Regulations established by the Strata Corporation from time-to-time governing use of the Amenity Facility.
- 28) Any person(s) noting a breach of these Rules and Regulations, or abuse of the Amenity Facility, is to immediately report the incident to FirstService Residential. Any breach of the Rules and Regulations may be subject to the removal of privileges regarding use of the Amenity Facility. Charges may be levied for the repair or replacement of equipment that shows evidence of willful damage.

29) The Amenity Facility is a **NON-SMOKING** area. There is no smoking permitted. Any breach of the non-smoking Rule by Residents or their guests may be subject to the removal of privileges regarding use of the Amenity Facility.

30) The Amenity Facility shall be used in a manner for which it was designed. Residents using the Amenity Facility do so at their own risk.

31) Booking the Amenity Facility will ensure that the room is booked off for your private use on the day specified.

### **Fitness Room, Yoga Studio, Hockey Rink and Play Room**

32) After using the fitness equipment, it must be wiped down with the spray bottle of cleaning solution and paper toweling provided before leaving the fitness room.

33) Persons with known medical conditions should seek medical advice prior to use of the fitness equipment. The Strata Corporation is not responsible for any injuries or death resulting from such use.

34) No person is permitted to use the fitness equipment while under the influence of drugs or alcohol.

35) Persons with open sores, infectious diseases, communicable diseases or discharges are prohibited from using the fitness room, yoga studio, hockey rink and play room.

36) 6:00 am to 8:00 pm daily is restricted to supervised children up to age 16

8:00 pm-9:45 pm daily is Adults only age 16 and up

Regular type hockey pucks are not permitted

Only ball hockey balls are to be used in the arena. *(amended CM June 14/11)*

37) Glassware, glass bottles or other breakable items are not permitted while using the fitness room, yoga studio, hockey rink and play room.

38) No person is permitted to eat while in the fitness room, yoga studio, and hockey rink and play room or allow food substances, including liquids, to fall on the floor or equipment at any time.

### **Equipment Usage/Damage**

39) Any and all Amenity Facility equipment and furnishings (including fitness equipment, furniture, tables, chairs, pool table, etc.) used by Residents and their guests is not to be removed from the designated room / Amenity Building and taken outdoors, nor is it to be borrowed for private purposes.

40) Persons either causing damage or noting damage to Amenity Building facilities, furnishings and/or equipment therein shall immediately report such damage to FirstService Residential.

41) Anyone found to deface, destroy or otherwise ruin any property is liable for the damage(s) and/or loss of Amenity Facility privileges.

## **Clean-Up**

- 42) All persons using the Amenity Facility are expected to pick up and clean up after use and cooperate in maintaining maximum cleanliness and tidiness of the Amenity Facility.
- 43) Following all usage, the Amenity Building rooms are to be returned to the condition in which it was found and ready for use. Furniture and equipment are to be returned to their original positions. The fridge, dishwasher, microwave, countertops, cupboards, sink and all other equipment used must be left in clean condition.

## **Fobs and Keys**

- 44) A maximum of 2 fobs are allowed per strata lot. Lost or stolen fobs must be reported to the Resident Manager. The cost for replacement fob will be \$75.00.
- 45) The owner\tenant takes the full responsibility of the use and care of the key fobs assigned.
- 46) The owner\tenant must immediately report lost or stolen fob to the Resident Manager or the Property Manager.
- 47) The owner\tenant is fully responsible for any liability or acts which may affect the safety, security or property of the Strata Corporation.

## **Outdoor Amenity Area – Pool and Hot Tub**

- 48) **Pool Hours:** Outdoor pool and hot tub will be open as follows:
- 7:00 am to 9:00 am Adults only
  - 9:00 am to 8:00 pm Families\kids
  - 8:00 pm to 10:00 pm Adults only
- 49) The pool and the hot tub can not be booked for private functions. The deck area by the pool may be booked.
- 50) Proper footwear must be worn when walking to and from the pool and hot tub area.
- 51) Bathing suites must be worn when using pool and hot tub.
- (a) Long hair must be tightly braided or covered with bathing cap.
- (b) Health Regulations require each person to shower before using these common facilities, please use the showers provided.
- 52) All children must be completely toilet trained.
- 53) Users of the hot tub are advised that the maximum stay should not exceed 10 minutes. Users should avoid long exposure which may result in nausea, dizziness or fainting.

- 54) Elderly users, users with heart disease, diabetes, high or low blood pressure, and users taking medication for cardiovascular or nerve disorders should not use the hot tub without consulting their doctor.
- 55) No inflatable items or water accessories of any type larger than 2 feet by 2 feet, except for life jackets and personal safety devices (child water wings and noodles are permitted. No other toys including water guns, dolls, pails, cars, beach toys, etc. are permitted.
- 56) Glassware and other breakable items, drinking alcoholic beverages or consumption of food is prohibited. Water and juice (non-alcoholic) are only allowed in plastic containers.
- 57) No radios or sound reproducing equipment is permitted.
- 58) No animals are permitted in these facilities.
- 59) Persons with infections, contagious diseases, pink eye infections, diarrhea or open sores are NOT allowed in the pool or hot tub.
- 60) Users should not totally immerse their body in the hot tub. Users should keep long hair away from all underwater suction fittings.
- 61) Users should not use the pool or hot tub when under the influence of alcohol.
- 62) Users should always enter and leave the hot tub slowly and cautiously.
- 63) Pool & Hot Tub – Children not toilet trained will not be permitted in the pool or hot tub without a proper “swim diaper” on them.
- 64) All toys and other flotation devices filled with Styrofoam pellets are banned from being used in the pool area or brought into the Amenity Centre.
- 65) All children less than 7 years of age must be closely supervised (within arm’s reach at all times) by a responsible person who is at least 16 years of age. Any person responsible for the supervision shall not supervise more than 3 children under the age of 7 at any one time.
- 66) Injuries occurring within the pool enclosure, as well as contamination of the pool such as vomit or diarrhea shall be reported immediately.
- 67) Do not use the pool while ill. This includes open sores, injuries that require bandages, head colds, and discharging ears, noses or infected eyes.
- 68) No Diving, running, fighting or engaging in other actions likely to cause harm.

### **Fire Places**

- 69) It’s very important that users must make sure the fire places are turned off at the end of every use as they will be damaged if left on for long periods. The indoor fireplace (great room) must not be left on for too long as that can damage the grouting and the TV with the heat.

## **Fines**

70) Contravention of these Rules may cause a fine of up to \$50.00 to be levied against tenants, or strata lot owner, for each and every Rule violation, Owners and tenants are responsible for Rule contraventions or their occupants or guests at the discretion of the Strata Council. In addition, other fines may be levied by the Strata Council for violation of the Bylaws of the Strata Corporation. In the case of continued contravention of the Rules governing the use of the amenity facilities the Strata Council may at its discretion ban a resident from using the amenity rooms for a period of time specified by the Strata Council.

## **Gym**

### **71) Gym Use Schedule:**

- 6:00 am to 8:00 pm daily, is restricted to supervised children up to age 16;
- 8:00 pm to 9:45 pm daily, is Adults only, age 16 and up;
- and children (under the age of 16) are not allowed on the gym equipment for safety reasons.

**ANY PERSON(S) USING THE AMENITY FACILITY DOES SO AT THEIR OWN RISK, AND THE UNDERSIGNED HEREBY RELEASES AND WILL INDEMNIFY THE STRATA CORPORATION AND SAVE IT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES AND EXPENSES ARISING FROM THE USE OF THE AMENITY FACILITY BY THE UNDERSIGNED AND ITS GUESTS AND INVITEES.**

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Resident Name

Strata Lot

Address

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Resident Signature

Date