

GENERAL RULES
STRATA PLAN BCS 3293 - Enclave
Effective 2011

The enclosed Rules have been adopted by your Strata Corporation to better enable residents to live in harmony with each other using common sense and consideration for others. As a resident, it is extremely important that you read, understand and comply with the Rules and Bylaws of the Strata Corporation. In addition, residents are also responsible for their guests and visitors and must ensure that they also adhere to the Rules and Bylaws of the Strata Corporation.

DISCLAIMER

1. Use of all common areas and amenities implies agreement with the rules governing its usage.
2. The strata council or building manager reserves the right to deny use of the facilities to any individual at any time for non-compliance with these rules.
3. The Strata Corporation shall not be held responsible for any actions, claims, demands, liabilities, loss, damage, injury or expense of any kind, including legal fees, which may occur as a result of use of the fitness room or any other amenities of the common property.

SEVERABILITY

Should any portion of these rules/bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.

For the purposes of all rules/bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.

APPLICABLE AREAS

These rules apply to all the common property areas and all rules remain in full force until modified by the strata council or modified and/or ratified at the next Annual General Meeting (AGM) of the owners.

1. CONTRAVENTION & FINES

- a. Owners/tenants are subject to a fine of up to \$50.00 as stated in Section 23 of the Strata Corporation Strata Plan BCS 3293 – Enclave Bylaws for infractions or non compliance;
- b. Any continuing contravention as per Section 24 of the Standard Bylaw;
- c. If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption for longer than 7 days, a fine may be imposed.

2. BEHAVIOUR

- a. General rules of etiquette and civil conduct shall be observed at all times in the complex.
- b. Unnecessary noise, rowdy behaviour, defacement or misuse of common property and incivility to residents, guests or its management is strictly prohibited.
- c. The Council may, for a reasonable length of time, deny an owner, tenant, occupant or visitor the use of the Fitness Room, or any other common amenities if the owner, tenant, occupant or visitor has contravened a bylaw or rule relating to the facilities or payment of strata fees.
- d. Children under 16 years of age shall be supervised and not allowed to use any of the limited common property areas (except balconies) or common property areas unless accompanied by an adult resident of Enclave 19 years of age or older.

3. THE FITNESS ROOM (Fitness Equipment Room)

NOTE: ANY PERSONS USING THE FITNESS ROOM DO SO AT THEIR OWN RISK AND RELEASE AND INDEMNIFY THE STRATA CORPORATION, THE STRATA COUNCIL AND THE MANAGING AGENT FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THE FACILITY. THE FITNESS ROOM IS NOT SUPERVISED AND YOUR USAGE OF THE FITNESS ROOM IS ENTIRELY AT YOUR OWN RISK AND LIABILITY AND INDICATES YOUR AGREEMENT WITH THESE RULES. IT IS RECOMMENDED THAT YOU SEEK MEDICAL ADVICE PRIOR TO STARTING ANY EXERCISE PROGRAM.

- a. The fitness room is available 24 hours daily.
- b. The strata council reserves the right to fine, restrict access or suspend privileges for breaking any of the amenity rules.
- c. No persons under the age of 16 years, unless accompanied and supervised by a resident 19 years of age or older, are to use the fitness room.
- d. Be thoughtful of others. Limit time at each station to 20 minutes when the room is busy. Limit of two guests who must be accompanied by a resident of the Strata Corporation. Residents are responsible for the conduct of their guests at all times.
- e. Each user of the equipment must put the equipment back to its original place after each use (e.g., dumbbell on its rack, etc.).
- f. When using the exercise equipment follow the instructions and report any damage to the equipment to the property manager / building manager or to a strata council member.
- g. Any damage caused by a resident's or their guest's abuse shall be repaired or replaced by the Strata Corporation and charged to the appropriate strata lot owner.
- h. Do not abuse or remove any equipment from the exercise room.
- i. Do not drop dumbbells and do not drop or slam the weights in the universal machine, this causes unnecessary noise for all neighbouring residents.
- j. Noise must be kept to a minimum (acceptable level) in consideration of the other residents. Use of audio equipment in the exercise room is prohibited, except for personal in-ear devices that do not cause a disturbance.
- k. Towel off each machine after use and wipe the floor if wet.
- l. Turn off all the lights and make sure all doors are properly latched if you are the last person leaving the fitness room.
- m. Appropriate sports clothing and soft-soled shoes must be worn. Street shoes are to be changed before entry so as to avoid mud and grit being carried into the fitness area.

- n. No food or drink is to be brought into the fitness room except water in non-breakable containers.
- o. Persons with open sores, infections or contagious diseases are not allowed in the fitness room.
- p. No pets are allowed in the fitness room under any circumstances.
- q. Doors and windows are to remain closed. Residents who leave the fitness room and leave any door open or unlocked will be immediately fined. This is a serious security and safety issue.
- r. If you are the last person to use the fitness room, turn off the lights.
- s. No washroom facilities are provided as part of the gym use. Residents must use their home facilities.
- t. Non-resident owners who rent out their strata lot are not permitted to use the common area rooms.

4. FOBS

- a. All fobs to doors on common property are "common assets" and may be issued only with the authority of the strata council (residents have a responsibility to other residents to safely protect their security fobs).
- b. All fobs that have been lost, stolen or broken must be reported immediately to the strata council or the property manager.
- c. A charge is applicable for a deposit or replacement fob of \$50.00 payable by cheque to the Strata Corporation Strata Plan BCS 3293. The deposit will be returned upon return of the fob.

5. SMOKING

- a. Smoking is not permitted anywhere in the common rooms.
- b. Residents or their guests smoking in the common rooms of Enclave will be levied a fine of up to \$50.00 per occurrence. Where appropriate, access to amenity facilities may also be revoked.

6. CLUBHOUSE BANQUET ROOM RENTAL AND USE

The Clubhouse Banquet Room may be reserved by owners **only** (no more than 60 days in advance) and subject to the following terms and conditions. The owners will be held responsible for:

- a. Damage to the building, furniture, equipment and fixtures, caused by anyone using the Banquet Room.
- b. A maximum of 25 people may be in the room at any one time.
- c. Keeping the degree of unusual or loud noise or music in the Banquet Room within reason, so as not to annoy other residents (doors closed at all times).
- d. Leaving the Banquet Room area in good condition by 12:00 noon the following day. Inspection should be carried out prior to the function and after clean-up. Any management time or expense required to restore the condition of the Banquet Room will be billed in full to the owner's account.
- e. No alcohol is permitted on the premises at any time.
- f. Turning off music, tidying the room, and vacating the premises no later than 11:00 p.m.
- g. The applicant must be present in the Banquet Room during the reserved period.
- h. All furniture and fixtures are expected to remain in the banquet room at all times. People must remain inside the room.

- i. The use of the Banquet Room is permitted by persons under the age of 16 only when accompanied by an adult.
- j. Applicants are to inform their guests about the rules for use of the Banquet Room.
- k. The damage deposit fee of \$500.00 must be paid no less than one week in advance. If not, the booking will be automatically cancelled.
- l. No bookings on major holidays (Canada Day/Halloween/Christmas Eve/Christmas Day/New Year's, etc.). These dates are reserved for community functions.
- m. If the booking is cancelled, the damage deposit fee will be returned unless the system is being abused in the opinion of council.
- n. Damage deposits will be held until management is satisfied that no cleaning or repair fees are required. This will be a consideration of the agreement.
- o. Bookings are to be made on a first come basis and not more than sixty (60) days prior to the function.
- p. All bookings must be approved by the strata council or the property manager.
- q. All applicants must clean and leave the place in the same condition as they found it. A fee of \$60.00 will be charged as a cleaning fee for the use and cleaning of the room to bring the facility up to par for the next rental party. No exceptions.

7. PARKING (Passes and Use)

- a. Each unit will be provided two (2) parking passes that must be used for their guest while parked at all times in the visitor parking spaces. Vehicles not displaying passes will be towed without notice.
- b. Guests can only use the visitor parking spaces for two (2) days out of every seven (7) day period.
- c. A \$25.00 fee will be charged for any replacement parking passes.