



STRATA PLAN EPS 1236 ORA

RULES

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RATIFIED RULES

SWIMMING POOL/JACUZZI/STEAM ROOM/SAUNA

1. The swimming pool, Jacuzzi, steam room, and sauna (the "Facility") is for the private use of Owners and Tenants ("Residents") and their visitors only. Visitors must be accompanied by a resident at all times while using the facilities.
2. All individuals must take a shower in the change room before entering the Facility, and before switching from the steam room or the sauna going into the pool or Jacuzzi. There are to be absolutely no exceptions.
3. All persons using the swimming pool, Jacuzzi, steam room, or sauna do so at their own risk. The strata corporation or management are not liable for any accident, injury, loss or damage, however caused.
4. No drinks or food allowed in the Facility, except water.
5. No diving, boisterous behaviors, rough play or offensive activities permitted.
6. After using the Facility, please dry off and turn of all the lights before leaving the area.
7. Swimwear must be worn at all times. No cut-offs t-shirts, or street shoes (No nude bathing or changing anywhere other than in the change rooms).
8. The strata corporation or management reserves the right to deny use of the facility to anyone at any time.
9. Swimming pool hours will be from 6:00 a.m. to 11:00 p.m. except when pool is closed for cleaning and or repairs.
10. Any person having any apparent skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharges, or any communicable disease shall be excluded from the use of Jacuzzi, pool, steam room, and sauna.
11. No inflatable items, rafts, or toys shall be allowed in the pool or pool area except child's water wings. Life saver equipment is not to be played with.
12. No underwater diving equipment may be used in the pool.
13. No one under the age of fourteen (14) years is permitted in the pool area unless accompanied by an adult 19 years or older. All children using the facilities will be completely toilet trained or using swimming diapers and those under the age of four (4) years are prohibited from using the Jacuzzi.

14. It is requested that all individuals co-operate in maintaining maximum cleanliness and tidiness in the swimming pool area
15. Anyone using the Jacuzzi is advised that the recommended maximum stay should not exceed 15 minutes.
16. No chemicals, shampoo or soaps are to be used in the pool, Jacuzzi, steam room or sauna at any point in time.
17. Individuals using steam room are recommended to limit any one use to 10 minutes for health reasons. No children under fourteen (14) years of age are allowed in the steam room or sauna.
18. Persons with heart problems, or those experiencing faintness or dizziness shall not use the Jacuzzi or steam room.
19. No one under the age of fourteen (14) years is permitted in the Jacuzzi or swimming pool unless accompanied by an adult nineteen (19) years or older, and no one under the age of twelve (12) years is permitted in the amenity room unless accompanied by an adult nineteen (19) years or older.
20. For hygienic reasons, strollers and/or outside footwear are not permitted in the pool Facility.
21. No running, diving, jumping, boisterous behavior, rough play, unnecessary noise or offensive activities are permitted.
22. Anyone under the age of 4 is not allowed in the Jacuzzi or steam room.
23. Swimwear must be worn in steam room and sauna.

AMENITY ROOMS

24. The Amenity Room is open daily between the hours of 9:00 a.m. and 10:00 p.m.
25. Usage of the Amenity Room is limited to two (2) hours. More than two (2) hours usage of the room constitutes a party and must be booked at least 72 hours in advance. Bookings must be made Monday to Friday during regular business hours with the building supervisor.
26. The Amenity Room booking fee is \$100.00 with a damage deposit of \$200.00 (by cheque payable to "The Owners, Strata Plan EPS1236") to the Building Supervisor at least 72 hours prior to any party. Each party (any more than four (4) people) is limited to six (6) hour time slots. Over six (6) hour slots will be charged an additional \$50.00 per hour. The Amenity room keys must be returned to the Building Supervisor within the next business day, before 10:00 a.m.
27. No food storage in the Amenity Room for more than two (2) hours or when the Resident is not present.

28. No food preparation, other than use of the microwave to reheat individual items, in the Amenity Room.
29. Residents using the barbeque ("BBQ") will be charged \$30.00. The BBQ can only be used for a maximum of 4 hours and a deposit of \$200.00 must be paid in order to reserve the BBQ.
30. The BBQ must be thoroughly cleaned by the Resident and inspected by a representative of the Strata Corporation before any deposit will be returned.
31. Residents must ensure that all garbage is properly disposed of and that the Amenity Room and patio are left clean after every use.
32. Residents must ensure that all lights are turned off before leaving the Amenity Room.
33. Residents are asked to be considerate and not play music or games that are audible to anyone but themselves when others are present in the Amenity Room.
34. The consumption of alcohol in the Amenity Room or any other common area including (but not limited to) the outside patio, is expressly forbidden without written authorization from the Strata Corporation.
35. Any damage caused to the Amenity Room or patio during a party will be the responsibility of the associated strata lot Owner.
36. No smoking in the Amenity Room or any other common areas, including (but not limited to) the Amenity Room patio.
37. Furniture moved by Residents during use of the Amenity Room must be restored to its original position before leaving the Amenity Room.
38. No equipment or furniture is to be removed from the Amenity Room.
39. Residents must accompany all guests at all times
40. Residents are responsible for cleaning up the area after use.
41. Violators of the above rules will be fined up to \$200.00 plus damages.
42. No pets allowed in the Amenity Room.
43. No Commercial or Business activity may take place in the Amenity Room.

FITNESS ROOM/GYM

44. The operating hours for the fitness room and gym are from 6:00 a.m. to 11:00 p.m.
45. During peak hours (6:00 p.m. to 8:00 p.m.), Residents have priority to use the gym facilities.
46. Residents may bring a maximum of two guests to use the fitness room.

47. No guests are allowed during peak hours (6:00 p.m. to 8:00 p.m.). The Owner/Resident must accompany the guests at all time.
48. Radios, tape machines and other machines for playing music must be used with headsets or earphones to avoid any inconvenience.
49. All personal belongings are to be removed after each use.
50. Appropriate exercise clothing and running shoes must be worn at all times.
51. For child safety and courtesy to others, children under the age of 6 years old are not allowed in the gym area. No person under the age of 14 is permitted in the fitness room unless supervised by an adult 19 years and older.
52. Users must report broken equipment or cables to the property manager immediately. Users are liable for any damage, other than reasonable wear and tear, to the equipment and facilities in the amenity room.
53. No dropping or banging weights together.
54. Weights must be put away after each use.
55. Residents have priority at all times in the fitness room.
56. Each exercise equipment shall not be used for more than 30 minutes if another person is waiting to use the equipment.
57. All users must supply their own towels and wipe down all gymnasium equipment when finished with the piece of equipment.
58. No smoking, drinking, and eating. No sharp or glass objects are permitted in the area.
59. No pets allowed.
60. No swearing or boisterous behavior.

5TH FLOOR GARDEN PLOTS

61. This Rule concerns allocation and use of the garden plots on the fifth floor common property terrace.
62. The strata council may in its sole discretion:
 - (a) Allocate one or more garden plots to owners for their exclusive use for a period of time not exceeding one year;
 - (b) Impose a fee for use of any garden plot.
63. This allocation shall be a license from the Strata Corporation to a Resident (the "licensee").
64. A licensee must comply with all requirements in this bylaw.

65. The licensee may not permit anyone else to use the garden plot assigned to him or her, except:
 - (a) With written consent of the strata council, the licensee may sublicense to his or her tenant his or her right to use any garden plot(s) assigned to him or her;
 - (b) If the licensee sublicenses any garden plot(s) to a tenant, the licensee is fully responsible for ensuring his or her sublicensee performs the obligations set out in this bylaw and liable to the strata corporation for any breach of it.
66. All plants, flowers, shrubs and other plantings in the gardening plots must be wholly contained within each garden plots.
67. The licensee must not access or use any garden plot except the one specifically assigned to him or her.
68. The licensee may only garden during hours permitted from time to time by the strata council.
69. The licensee must not pick, destroy or vandalize any plant, flower, shrub or other planting in another garden plot.
70. The licensee must not plant, grow, or maintain any plant, fruit, flower, shrub or other planting (with or without extensive root systems) which may either:
 - (a) extend into any other garden plots or the terrace; or
 - (b) damage the membrane located at the bottom of any garden plot.
71. The licensee must not plant, grow or maintain any plant, flower, shrub or other planting which exceeds three feet in height.
72. The licensee must not construct or maintain any structure or assemblage of materials (fencing, enclosures or otherwise), except one vertical structure (not greater than three feet in height) which is used or intended to be used reasonably for supporting plants, flowers, shrubs or other plantings.
73. The licensee must keep all areas of the terrace neat and clean, with all trash, debris and clippings removed and placed in an appropriate container.
74. The licensee must not leave tools or other items unattended within the terrace.
75. The licensee must immediately upon finishing with the use of a hose, turn off the water supply. The hose must also be neatly rewound and returned to its storage position.
76. The licensee must not plant, grow, or maintain any plant, flower, shrub or other planting in a garden plot which requires excessive watering (e.g. wetland taro, watercress, lotus, etc.).
77. The licensee must not plant, grow or maintain any plants that are forbidden by law.
78. The licensee must not use pesticides which may pose a health risk to humans or pets. In particular, the licensee must not use herbicides of any kind whatsoever.

79. The licensee must not leave or store dangerous or hazardous chemicals or other products on the terrace
80. The licensee must not play amplified music on the terrace.
81. The licensee must not permit his or her pet to be in or on the garden plots.
82. The licensee must maintain regularly his or her garden plot (at least once a week during growing season) in a well-tended, weeded, sanitary, neat and tidy manner.
83. When the licensee ceases (for any reason) to occupy a garden plot, the licensee must restore the garden plot to its unplanted state.
84. The strata council may impose fines or terminate the license for breach of any term of these Rules. In addition, the strata council can pay for the performance of a licensee's obligations and compel the licensee to reimburse the strata corporation for that cost.
85. A \$50 refundable damage deposit (for each garden plot) will be required from Residents using a fifth floor garden plot.

SECURITY

86. Closed circuit television, video surveillance and access control systems are installed in various common areas of the building, including, but not limited to, the front entrance, garbage rooms, parking garage. The system operates 24 hours a day and the Strata Corporation collects data from the closed circuit television, video surveillance and access control systems.
87. The video files and access control records will be used only for the purposes of law enforcement and/or the enforcement of those Strata Corporation bylaws and rules, especially-relate to the safety and security of the building and its occupants.
88. The video files and access control records are stored for a period of up three months from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.
89. An Owner, Tenant, Occupant or Invitee harassing, verbally assaulting, or otherwise disregarding amenity rules or bylaws may have their amenity privileges revoked.