

STRATA PLAN BCS 2756 - THE ELAN

RULES – SEPTEMBER 2010

INTERPRETATION

In these Rules:

- “building” means a building, or a group of buildings, shown on Strata Plan;
- “bylaw” or “bylaws” mean the bylaws of the Strata Corporation in force under the Strata Property Act (SBC 1998) and the Strata Property Amendment Act (1999) as amended by the Strata Plan;
- “common property” includes the common property, limited common property, or any land that is a common asset;
- “corporation” means the Strata Corporation of the Strata Plan;
- “council” means the Strata Council of the Strata Plan;
- “resident” means the owner, occupant, tenant or a lessee of a Strata Lot;
- “rules” mean the rules of the Strata Corporation as ratified by the owners in accordance with the Strata Property Act.

1. MEETING ROOM

- 1.1 Smoking is prohibited in the meeting room.
- 1.2 No pets are allowed in the meeting room.
- 1.3 The use of the meeting room is restricted to residents and their guests.
- 1.4 The meeting room shall not be used for the purpose of business or business type functions.
- 1.5 Application for exclusive use shall be made to the Resident Manager, 48 hours in advance of the date of proposed use.
- 1.6 The hours of operation are from 7:00 a.m. – 11:00 p.m. 7 days a week.
- 1.7 Loud music is prohibited. The resident should keep strict control of the noise level outside the room in consideration of neighbouring suites.
- 1.8 No open flames are permitted.
- 1.9 The council reserves the right to deny use of the facility to anyone, at any time.
- 1.10 No food or alcoholic beverages are allowed in the meeting room.
- 1.11 The meeting room must be left clean and tidy after every use.

2. LOUNGE AND GAMES ROOM

- 2.1 Smoking is prohibited in the lounge and games room.
- 2.2 No pets are allowed in the lounge and games room.
- 2.3 The use of the games room is restricted to residents and their guests.
- 2.4 The games room shall not be used for the purpose of business or business type functions.
- 2.5 Application for an exclusive 6 hour period shall be made to the Resident Manager, 48 hours in advance of the date of proposed use. A non – refundable rental fee of \$100.00 applies. A refundable security deposit of \$500.00 applies. The deposit will be refunded upon the Resident Manager’s inspection of the premises after 48 hours from the time of use.
- 2.6 The hours of operation are from 7:00 a.m. – 11:00 p.m. 7 days a week.
- 2.7 Loud music is prohibited. The resident should keep strict control of the noise level outside the room in consideration of neighbouring suites.
- 2.8 A checklist is to be completed prior to each function by the Resident Manager and the resident using the room prior to the function, listing deficiencies and/or damage. The Property Manager and the resident will complete this checklist after the function, to note any new deficiencies or damage.
- 2.9 The resident must clean the room after the event in accordance with the rental agreement. If the room is not cleaned by 10:00 a.m. the following day, the Council will arrange for cleaning and a cleaning fee will be subtracted from the deposit.
Deposit for booking is \$500.00.
- 2.10 The deposit may be forfeited for damage to the room or contents as well as violation of any of the rules governing the use of the room.
- 2.11 Theft or damage cost, in excess of the deposit or the balance of the deposit, will be assessed to the resident renting the meeting room.
- 2.12 No open flames are permitted.
- 2.13 The council reserves the right to deny use of the facility to anyone, at any time.
- 2.14 Windows cannot be blocked from view. Nothing is to be attached to the walls, cabinets, doors, etc. that will damage or harm the finish of them.

3. FITNESS CENTRE/YOGA ROOM

- 3.1 Smoking is prohibited in the fitness centre/yoga room.
- 3.2 No pets are allowed in the fitness centre/yoga room.
- 3.3 Children under 10 years of age will be permitted to enter the fitness centre with their parent, but CANNOT use the equipment.
- 3.4 Children 10 to 16 years of age may use the equipment, yet must be under adult supervision at all times.
- 3.5 **Closed Toe Shoes** and appropriate clothing must be worn at all times (Cardio and Weight Room). **No shoes** and appropriate clothing must be worn at all times (Yoga Room).
- 3.6 All personal belongings must be removed after each use.
- 3.7 The number of guests is limited to two (2) per suite, allowed in the fitness centre/yoga room.
- 3.8 Recreation facilities are for personal use only.
- 3.9 Radios, tape machines and other audio units must be used with headsets or earphones.
- 3.10 The use of the equipment is at the risk of the user. The Strata Corporation shall not be held responsible for any loss, damage, injury, actions, claims, demands, liabilities or expense of any kind, including attorney fees, which may result by reason of use of the fitness equipment by any person.
- 3.11 The council reserves the right to deny use of the facility to anyone, at any time.
- 3.12 Hours of Operation of the fitness centre and yoga room will be from 5:00 am. to 11:00 pm.

4. SAUNA/STEAM ROOM

- 4.1 Smoking is prohibited in the sauna/steam room.
- 4.2 No pets are allowed in the sauna/steam room.
- 4.3 No food or beverages are allowed in the sauna/steamroom with the exception of water.
- 4.4 No boisterous, rough play or running is permitted in the sauna/steamroom area.

- 4.5 Children under 10 years of age using the sauna/steamroom must be within arms' reach of their parent or guardian at all times. All children using the facilities will be completely toilet trained and those under four (4) are prohibited from using the sauna/steamroom.
- 4.6 Children 10 to 16 years of age must be under adult supervision at all times.
- 4.7 The sauna/steamroom is for the private use of residents and their guests only. Guests must be accompanied by a resident or in possession of a key fob.
- 4.8 Radios, tape machines and other audio units must be used with headsets or earphones, and must not be used in the sauna/steamroom if it disturbs other residents.
- 4.9 All users are requested to maintain maximum cleanliness and tidiness in the facility.
- 4.10 Lockers are available when using the facility only. Overnight use of lockers is not permitted.
- 4.11 The council reserves the right to deny use of the facility to anyone, at any time.
- 4.12 All persons using the sauna/steamroom facilities do so at their own risk. The Strata Corporation shall not be held responsible for any loss, damage, injury, actions, claims, demands, liabilities or expense of any kind, including attorney fees, which may result by reason of use of the facility by any person. SEE ABOVE.
- 4.13 Recreation facilities, sauna, steam room hours of operation will be 5:00 am. to 11:00 pm.

5. SAFETY PRECAUTIONS

- 5.1 Residents should be extremely careful while using the facilities, especially when residents are alone in the facilities.
- 5.2 Residents should not exceed 10 consecutive minutes while using the steam room or sauna without taking a break between usage and prior to entering the next sauna/steamroom amenity.

6. SECURITY

- 6.1 It is **MANDATORY** for residents and visitors in vehicles to Stop and Wait at the Parking Gaits to ensure the gates close completely before proceeding or permitting another vehicle to enter.
- 6.2 All 1 bedroom strata lots are permitted to own up to and not exceeding 3 Fobs. Any amount exceeding the approved amount, must be requested in writing to the strata council and must be approved by the strata council prior to purchase.

- 6.3 All 2 bedroom strata lots are permitted to own up to and not exceeding 4 Fobs. Any amount exceeding the approved amount, must be requested in writing to the strata council and must be approved by the strata council prior to purchase.
- 6.4 Cost of a remote fob is \$100.00 and a smaller fob is \$ 25.00 and can be obtained from the Resident Manager.
- 6.5 Fobs must not be left in any vehicle at any time.
- 6.6 No one shall leave open or unlocked any outside entrance or exterior fire exit doors including courtyard doors.
- 6.7 No one shall let another person into the building by way of the enter phone or, when entering or going out of the building, hold the door open, unless the person is known to them. This particularly applies to persons claiming to be tradesmen or delivery servicemen.
- 6.8 No canvassing or soliciting will be permitted within the strata plan under any circumstances.
- 6.9 Residents should report to the police any suspicious activity or people in or around the building.
- 6.10 All keys and fobs to locks on common property, lost or stolen, shall be reported to the Property Manager immediately. Residents who lose their keys shall not buzz other residents to let them into the building.

7. VISITOR PARKING – STALLS #1 - #6

- 7.1 The Visitor Parking area is for visitors only. No resident may park in the visitor parking area. The vehicle will be towed without notice at the resident's expense.
- 7.2 All visitors to the complex must visibly display in or on their vehicle the suite in which they are visiting.
- 7.4 Any visitors intending to use the Visitor parking area for more than five (5) days per month must inform the Resident Manager and obtain prior approval.
- 7.5 Enclosed with your minutes is a uniquely coded parking pass (1 only) to be used by your visitor(s) using Elan's facilities.
- 7.6 Your regular parking stall associated with your unit is identified on the pass. Please notify the Building Manager if there is any discrepancy.

- 7.7 Loss/replacement of this pass will cost \$25.00. Please notify the Building Manager in the event of loss or theft. A replacement pass voids all prior passes allocated to that unit.
- 7.8 The 5 day maximum use per calendar month is still in effect, regardless of a pass being displayed in the vehicle. **Visitor parking is limited to 5 days per month per strata lot.**
- 7.9 No owner/resident visitor parking is still in effect regardless of a pass being displayed in the owner/resident's vehicle.
- 7.10 A day is defined as a 24 hour period or part of, from 12am-12pm. For example: if a vehicle parks from 10:00 pm till 9:00 am 2 days of use are noted.
- 7.11 It is the owner's responsibility to ensure that their tenant(s) have access to this pass and that it is retrieved from tenant(s) when they move out.
- 7.12 **Any vehicle failing to display this pass, or any reproduction or unauthorized copy of the pass, will result in the vehicle being towed without notice.**
- 7.13 Buster's Towing and the Building Manager will be monitoring the visitor parking stalls and tracking parking pass usage daily. Should the uniquely coded parking pass be used over the 5 day allotment, Busters has the implicit authorization to tow your vehicle. Contact information for Busters Towing: #104 - East 1st Ave., Vancouver, B.C. V5T 1A4. Phone: 604-685-8181.

8. BICYCLES

- 8.1 Bicycles are not to be transported through the lobby. Bicycles are to be transported with care through the parking garage.
- 8.2 Bicycles should be cleaned outside prior to bringing them onto common property to avoid tracking dirt through the building.
- 8.3 No bicycles are to be left chained to common property or limited common property other than designated bike racks.