

Strata Corporation EPS6841 “Avenue One” RULES

Indoor Party Lounge & Outdoor (BBQ Area):

1. The lounge is available for Residents use between the hours of 10:00 a.m. and 10:00 p.m. and must be vacated by 9:45 p.m. and at 11:00 p.m. for Fridays and Saturdays. The outdoor patio area next to the lounge must be vacated by 11 p.m. on Fridays and Saturdays unless prior approval is obtained from the Strata Council.
 2. The rental fee for private use of the lounge is \$150 (including minor cleaning), one (1) booking per day with a maximum of a six (6) hour time slot per booking and each additional hour costing \$25, a \$500 damage deposit must be provided prior to the booking.
 3. Full payment of the rental fee and deposit are required within 48 hours of making the booking online.
 4. Reservation of the lounge will be accepted up to three (3) months in advance of the requested date
 5. Cancellations prior to seven days of the reserved date are subject to a cancellation fee of \$25 with the balance of the booking fee refundable.
 6. Cancellations within seven days of the reserved date are subject to forfeit 50% of the booking fees.
 7. Cancellation within 48 hours of the reserved date is subject to forfeit the entire amount of the booking fees.
 8. Cancellations will be accepted in writing to the Concierge ONLY.
 9. Alcohol consumption permitted within the lounge ONLY.
 10. The maximum number of people permitted in the amenity room at one time is 50.
 11. The Resident making the booking will be responsible for any damages to the lounge including damages to the furniture and equipment.
 12. If the lounge, including the kitchen is not cleaned to the satisfaction of the Concierge by 10:00 a.m. the following day, a minimum cleaning fee of \$100 will be deducted from the damage deposit.
 13. Any theft, loss or damages, as determined by the Concierge staff shall be deducted from the damage deposit provided and if the total theft, loss or damages exceeds the \$500 damage deposit provided, Residents shall be billed accordingly.
 14. Music is permitted but must be kept to a reasonable level as determined by the Concierge on duty.
 15. Noise must be kept to a reasonable level as determined by the Concierge on duty.
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Indoor Party Lounge & Outdoor (BBQ Area) – Cont’d:

18. Residents making the amenity room bookings must be present at all times for the duration of the booking.
19. All personal belongings and equipment must be removed from the amenity room no later than 10:00 a.m. the following day of use.
20. The amenity room is strictly for personal use only (family and friends), commercial activity is prohibited.
21. Strata reserves the right to cancel any booking.
22. No commercial sound equipment or DJ are allowed.
23. The Barbeque Area can be accessed as follows:
 - 10:00 a.m. to 9:00 p.m. from April 1st to November 30th.
24. Fire exit door is to be kept closed at all times. Any Resident seen opening the fire exit door may be banned from using the amenity due to the breach of building security.
25. No professional sound equipment.
26. No music outside on the patio.
27. Concierge must be reminded to ensure that all lounge bookings must end at the closing time stipulated in the rules.

The Barbeque Area is for Residents use only.

Smoking or alcoholic drinks are not permitted.

No music system is permitted on the outdoor terrace.

Pets are not allowed on the outdoor terrace. (may delete)

If using the barbeque:

- Must clean BBQ after every use.
 - Never leave the barbeque ON unattended at any time.
 - Make sure the GAS SUPPLY VALVE is turned OFF.
 - Turn OFF barbeque when done cooking by turning the control knobs to OFF.
 - Clean up the barbeque grates of any dirt and left-over food debris.
 - In case of suspicion of gas leaks, notify the Concierge immediately.
 - All children under 14 must be accompanied by an adult over the age of 19.
 - Use at your own risks.
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Billiards Table

1. The Billiards Room table is available for use during Lounge daily hours.
 2. If there are subsequent bookings, the time limit for use of the Billiard Room is one hour..
 3. Residents are to sign out pool balls and cues from the Concierge staff on duty.
 4. Food and/or drinks are not permitted on or around the pool table.
 5. All personal belongings must be removed after use.
 6. The Resident will be responsible for any damage to the pool table whether caused by the Resident or their Guest.
 7. Noise must be kept to a reasonable level while using the Billiards/pool table.
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Games/Card Room:

1. The Card Room may be accessed between:
 - (a) 9:00 a.m. to 9:00 p.m. from Sunday to Thursday, and
 - (b) 9:00 a.m. to 10:00 p.m. on Friday and Saturday.
 2. The Card Room is for Avenue One Residents and their guests only. All visitors must be accompanied by a Resident at all times.
 3. The Card Room may be booked for exclusive use up to 4 hours time slot (\$50 rental fee). Bookings are permitted up to 1 month in advance and only one booking may be made at a time.
 4. Only Strata Lots without any balances owing (from monthly strata fees or other charges) may use the Card Room.
 5. The room may be used for recreational purposes only. No business or commercial activities are permitted.
 6. Maximum room capacity is 12 people.
 7. There is no smoking (including vaping) or liquor permitted. Light snacks are permitted.
 8. Children under 14 are not permitted without responsible adult supervision. No pets are allowed.
 9. Music may be played at a volume which does not disturb other Residents.
 10. Residents using the Card Room must agree to comply with any restrictions imposed upon their activities, at any time, by the Concierge or Property Manager in terms of noise, disturbance to other Residents or damage to the common areas.
 11. If there are complaints about noise or inappropriate behaviour, the Concierge may request the individuals involved to leave.
 12. Residents are solely responsible for maintaining the cleanliness of the Card Room before and after each use. Residents are required to clean up the area after each use and return furniture to its original place.
 13. All waste materials and recyclables (such as but not limited to: packaging, food waste, beverage containers, etc.) are to be disposed of in the appropriate bins in the building’s Garbage Room so as to minimize smells and attracting of pests.
 14. Residents will be held responsible for any loss, repairs, damages, and cleaning costs associated with negligent use of the Card Room.
 15. Fire exit door is to be kept closed at all times. Any Resident seen opening the fire exit door may be banned from using the amenity due to the breach of building security.
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Fitness Room:

Persons using the Fitness Room do so at their own risk and release and indemnify the Strata Corporation and the Managing Agents from any and all claims arising from the use of the facility.

1. Fitness room daily hours are from 6:00 a.m. to 10:00 p.m. Universal Machines are only to be used from 9:00 a.m. to 9:00 p.m.
 2. The Fitness Room is for Avenue One Residents and their guests only. All visitors shall be accompanied by a resident.
 3. No more than two (2) people from each strata lot is allowed in the Fitness Room at any given time.
 4. Only plastic bottles and drinking containers are permitted. Food, glass containers, smoking or alcoholic drinks are not permitted. Any spilled beverages must be cleaned immediately.
 5. Proper fitness attire is required (shoes, shirts, shorts or athletic pants).
 6. No unaccompanied children under the age of 14 are permitted in the Fitness Room. No pets are permitted in this area.
 7. All equipment shall be wiped CLEAN after use.
 8. Use of the cardio exercise equipment is limited to 30 minutes per session when other users are waiting in the Fitness Room.
 9. When watching television, please use the word caption option instead of sound.
 10. No equipment is allowed out of the room, and if equipment is moved inside the Fitness Room, please return it to its original location.
 11. No commercial coaching is allowed by Residents or their guests at any time.
 12. Noise must be kept to a minimum in the area leading to the Fitness Room. Speakers or devices which play loud music are prohibited. Music must be played at a minimal volume to avoid disturbing others within the gym.
 13. Free weight equipment must be used within the floor mat area. Return all free weight equipment to its original location after use. Do not slam or drop weights.
 14. Report equipment damage to the Concierge immediately.
 15. Anyone witnessing persons causing damage or breaking rules in this facility shall report the incident to the Concierge and/or in writing to the Strata Agent. Any damage to the gym equipment or facility shall be charged back to the strata lot which caused the damage.
 16. No personal fitness equipment or free weight are allowed in the fitness room.
 17. Violations of rules may result in the cancellation of privileges to use the equipment and/or the facility.
 18. Fire exit door is to be kept closed at all times. Any Resident seen opening the fire exit door may be banned from using the amenity due to the breach of building security.
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Outdoor Amenities

Level 3 Sand Play & Child’s Play Area:

1. The play area is unsupervised and use at your own risk.
2. The area must be left in the same conditions as when you came to use it.
3. The play area is open only to all the children of Residents under the age of 12 years old but they must be supervised by a parent while at the play area.
4. The family (one only) of a guest of the resident is permitted with a maximum of 3 (three) children and the resident must be present.
5. Residents are responsible for the behaviour of their guest(s) and their compliances with the rules, and any damage that they may cause.
6. Pets are not allowed in the play area.
7. Non-alcoholic drinks are allowed in non breakable containers (no glass etc.). Spilling of liquids must be cleaned up immediately.
8. Parents must clean-up after their children.
9. Loud radios and loud music are not allowed.

Level 3 Dog Park:

1. Residents must pick up after their pets and dispose their waste into the appropriate bins.
 2. All dogs must be up to date on vaccinations and must be licensed with the City.
 3. Dogs in heat should not be visiting the dog park.
 4. Children under the age of 12 must be accompanied by an adult.
 5. Dog Park daily hours are from 7:00 a.m. to 11:59 p.m.
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Pet Grooming Room:

1. The Pet Grooming room is available for use daily from 10:00 a.m. to 10:00 p.m.
 2. Residents are responsible for any damage to the room.
 3. Residents must clean up the room after each use.
 4. All personal belongings must be removed from the room after each use.
 5. No commercial business gatherings of any kind.
 6. Children under the age of 12 must be accompanied by an adult.
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Level 3 Indoor Seating Lounge:

1. The indoor seating lounge may be accessed between:
 - (a) 8:00 a.m. to 9:00 p.m. from Sunday to Thursday, and
 - (b) 8:00 a.m. to 10:00 p.m. on Friday and Saturday.
 2. The indoor seating lounge is for Residents and their guests only. All visitors must always be accompanied by a Resident.
 3. Maximum room capacity is six (6) people.
 4. There is no smoking (including vaping) or liquor permitted.
 5. No pets allowed.
 6. If any damage is done in the lounge, it will be the responsibility of the person/strata unit who caused it. If no responsibility can be assigned, the responsibility will be assigned to all those who had signed out the fob the same day / time the damage was done.
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Fire Pit:

1. Residents must see Concierge to use the Fire pit.
2. Residents must clean up after each use.
3. Residents are responsible for all damages resulted from the Resident use.

Moves: *(updated at the April 21, 2022 SCM)*

1. Moves into or out of the building are allowed only per the below time slots:

Weekdays: 9:00 a.m. to 12:00 p.m. & 1:00 p.m. to 4:00 p.m.

Weekends: 9:00 a.m. to 12:00 p.m.

Visitor Parking *(updated at the March 10, 2022, SCM)*

1. Visitor’s Parking Stalls are reserved for visitors to park their vehicles while visiting Avenue One.
2. All visitors have to register their license plates with the Concierge prior to parking in the visitor parking stalls. There is a limit of 3 consecutive days and a maximum of 7 days per month. Any unregistered vehicles will be towed without further notice.

Open Houses *(adopted at the February 10, 2022, SCM)*

1. Open Houses are only allowed per the below time slots only if there is no conflict with another scheduled move:

Weekdays: 1:00 p.m. to 4:00 p.m.

Weekends: 1:00 p.m. to 4:00 p.m.

Common Property *(adopted at the February 10, 2022, SCM)*

1. No personal items are to be stored in the common area including hallways.
 2. No decorations are to be installed on the unit doors.
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Packages/Parcels: *(adopted at the June 9, 2022 SCM)*

Effective immediately (June 9, 2022), Residents expecting furniture and appliances delivered to Avenue One are required to make private arrangements with the Concierge in advance of such delivery and mandatory to provide Concierge with the key to their respective suite so that such items can be delivered directly into their respective Strata Lot. This is to prevent large boxes from being stored in the lobby. Additionally, all parcels that are not picked up from the Concierge after seven (7) days shall incur a \$10.00 storage fee per day. Such fee is required to be paid before the parcels are released.

Amenities: *(adopted at the June 9, 2022 SCM)*

Pets are restricted in all indoor amenities (indoor party lounge, fitness center, and games/cards room) and outdoor spaces (Courtyard & Front of Building along on West 2nd) except in Level #3 dog park and pet grooming room.

Barbeques: *(adopted at the July 14, 2022 SCM)*

Only natural gas and propane BBQs are allowed to be used on balconies or patios for safety reasons, wooden pellets/charcoal usage is strictly prohibited.

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Strata Plan EPS6841, "Avenue One" - 1768 Cook Street, Vancouver B.C.

CAR WASH WAIVER

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

Please read this form carefully.

By signing this document, you will waive legal rights, including the right to sue.

In consideration of the strata corporation of the Owners, Strata Plan EPS6841 (the “**Strata**”) permitting my usage of the car wash (the “**Car Wash**”) located on the common property on level P2 of the parkade of the Strata of “Avenue One” located at 1768 Cook Street, Vancouver, BC V5Y 0N3, I acknowledge and agree on behalf of myself, my heirs, assigns, personal representatives and next of kin, that:

1. I have satisfied myself that I am physically and mentally able to use the Car Wash and that my vehicle is safe and suitable for using the Car Wash.
 2. I accept full responsibility for understanding and following the rules and safe practices associated with using the Car Wash and agree to pay \$5.00 for every use of the car wash and will pay Strata the charges once a month when presented with an invoice.
 3. I accept that full responsibility for my personal safety rests with me at all times.
 4. I will immediately remove myself from using the Car Wash and notify the concierge, security, or a member of the Strata, if at any time I sense or observe any unusual hazard or unsafe condition or if there is any change in my physical or mental fitness for my continued usage of the Car Wash.
 5. I am aware that there are known and unknown dangers and risks associated with using the Car Wash, including but are not limited to the risk of property damage and personal injury (the “**Risks**”).
 6. I RELEASE, WAIVE, AND FULLY DISCHARGE the Strata and its members, representatives, and any other person involved with the maintenance of the Car Wash (the “**Others**”), from any and all claims, demands, obligations, and liabilities of any kind or nature whatsoever arising from or connected, directly or indirectly, with my usage of the Car Wash, including NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, AND BREACH OF STATUTORY DUTY OR OTHER DUTY, and I accept that this release covers and includes, but is not limited to, all unknown and unforeseen claims, injuries, damages and losses, and any consequences thereof.
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RULES

7. I will INDEMNIFY and HOLD HARMLESS the Strata and Others from any damage, loss, liability, legal costs, on a special costs basis, and other expenses that they may suffer or incur by reason of any claim against them arising from or connected, directly or indirectly, with my usage of the Car Wash, including any claim based on NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, AND BREACH OF STATUTORY DUTY OR OTHER DUTY.
8. I have read this document thoroughly and I understand that, by signing it, I will WAIVE AND GIVE UP LEGAL RIGHTS, including the right to sue. I have been afforded a full and unconstrained opportunity to withdraw from using the Car Wash should I not wish to assume the Risks, but I have freely and voluntarily elected to fully assume, without qualification or limitation, the Risks and the possibility of all expense and related loss, and to give up my legal rights as set out in this document.
9. I understand that the Strata is relying on my full release and waiver of all claims when accepting my usage of the Car Wash.

Unit # _____

Building Address: 1768 Cook Street, Vancouver, B.C.

Name: _____

Tenant or Owner (please circle)

Phone # _____

Email: _____

Signature: _____

Vehicle Details:

Car Model: _____

Licence Plate: _____