

RULES

club **VIVA**

June 2023

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Club Viva Rules

These Rules are current as of November 2021 and replaces all previous versions of Club Viva Rules.

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Division 1: Definitions

In the Rules:

1. "Appeal" means: an application to Management for the relief requested.

2. “Arts and Crafts / Ping Pong Room” means: the area within Club Viva containing the ping pong table and designated for use as, among other things, an arts and crafts room.
3. “Billiards Room” means: the area within Club Viva containing the pool table and designated for use as a billiards room.
4. “Change Room” means: the area within Club Viva containing lockers and designated for use as a change room.
5. “Club Viva” means: the entire amenity facility, including but not limited to the Arts and Crafts / Ping Pong Room, the Billiards Room, the Change Room, the Courtyard, the Gym, the Squash Courts, the lockers, the Library, the Multi-Purpose Room, the Spa Room, the swimming pool and Jacuzzi, the Theatre and the TV Room.
6. “Club Viva Attendant” means: the employee on duty at Club Viva.
7. “Commercial Use” means: an activity undertaken in exchange for financial remuneration or some other non-financial consideration or benefit.
8. “Courtyard” means: the area within Club Viva exterior to the swimming pool containing children’s play equipment and designated for use as a courtyard.
9. “Fine” means: a sum of money levied upon a Resident, Guest, Owner of a Strata Lot or any other person in breach of the Rules arising from a Violation of the Rules.
10. “Guest” means: a person invited onto Club Viva by a Resident.
11. “Guest Suite” means: the area within Club Viva containing a bedroom and kitchenette facilities designated for use by Guests of Residents.
12. “Gym” means: the area within Club Viva containing cardio and weight equipment and designated for use as a gym and fitness area.
13. “Library” means: the area within Club Viva on the main level containing furniture and bookshelves and designated for use as a Library.
14. “Management” means: the Club Viva committee formed by representatives of the strata councils of West One, Azura One, Waterford and Park West.
15. “Multi-Purpose Room” means: the area within Club Viva on the second level containing, among other things, a pantry/kitchen, barbeque and tables/chairs, and exterior balconies, designated for use as a multi-purpose room.
16. “Penalty” means: a non-monetary punishment required levied upon a Resident, Guest, Owner of a Strata Lot or any other person in breach of the Rules arising from a Violation of the Rules.
17. “Personal Trainer” means: a fitness professional providing exercise prescription and instruction to another person in exchange for financial remuneration or some other non-financial consideration or benefit.
18. “Play Area” means: the area within Club Viva exterior to the swimming pool containing children’s play equipment.

19. “Owner of the Strata Lot” means: a person who is shown in the register of a land title office as the owner of a freehold estate in a strata lot.
20. “Resident” means: a Primary resident of West One, Azura One, Waterford or Park West entitled to use Club Viva.
21. “Rules” means: these rules which govern the terms and conditions upon which a Resident may use Club Viva.
22. “Spa Room” means: the area within Club Viva designated for use as a spa room.
23. “Steam Room” means: the area within Club Viva containing a steam room and designated for use as a steam room.
24. “Strata Council” means: the persons elected in accordance with the provisions of the *Strata Property Act*, S.B.C. 1998, c. 43 as amended.
25. “Strata Corporation” means: a strata corporation established in accordance with the provisions of the *Strata Property Act*, S.B.C. 1998, c. 43 as amended.
26. “Strata Lot” means: the lot shown on the strata plan within West One, Azura One, Waterford or Park West.
27. “Squash Courts” means: the two courts within Club Viva designated for playing squash.
28. “Theatre” means: the area within Club Viva on the second level containing theatre equipment and seating designated for use as a theatre.
29. “TV Room” means: the area within Club Viva on the second level containing television equipment and designated for use as a TV room.
30. “Violation” means: a breach or infraction of the Rules.
31. “Resident” means: a person whose primary residence is within one of the 4 residential towers (West One, Azura One, Waterford, or Park West)
32. In the Rules, gender specific terms include both genders and include corporations.
33. In the Rules, words in the singular include the plural, and words in the plural include the singular.

Division 2: General

34. The purpose of the Rules is to ensure the safety and enjoyment of all Residents and Guests using Club Viva.
35. In the event of a conflict between the Rules and any other provision in a statute, enactment or other rules, the Rules shall govern.
36. Residents and Guests are required to observe the Rules at all times.
37. Club Users are to be primary residents of one of the four (4) respective Strata’s (West One, Azura One, Waterford, and Park West) with an easement to use the club. Anyone

who is a non-primary resident will be turned away. This is in order to maintain the safety and protection of the patrons using the club.

38. The use of Club Viva is a privilege available to primary Residents of West One, Azura One, Waterford and Park West only and their Guests, to the extent permitted in Division 16 of the Rules.
39. The Owner of the Strata Lot who: (1) rents out their Strata Lot; and (2) does not reside at West One, Azura One, Waterford or Park West is not permitted to use Club Viva.
40. Residents and Guests acknowledge that they use Club Viva at their own risk.
41. Residents and Guests must sign a waiver prior to being permitted to use Club Viva. Guests must sign a new waiver upon each attendance at Club Viva. Residents must also have their photograph taken prior to being permitted to use Club Viva.
42. The Management, the Club Viva Attendant, the Strata Councils of West One, Azura One, Waterford and Park West and the Strata Corporations of West One, Azura One, Waterford and Park West will not be responsible for any loss, damage or expense of any kind suffered by a Resident or Guest while using Club Viva.
43. Fobs permitting access to Club Viva will be issued only to the Resident(s) entitled to use Club Viva.
44. Proof of residency and photo identification may be required prior to fob issuance.
45. A maximum of two fobs per Strata Lot will be issued. The Management of Club Viva has discretion to issue additional fobs upon application by the Strata Lot Owner.
46. Fobs are not transferable and are not permitted to be used by any person other than the Resident entitled to use Club Viva.
47. A Fine or Penalty may be imposed upon Residents and/or the Owner of the Strata Lot for improper fob use.
48. Smoking is not permitted anywhere within Club Viva, including the doorway entrances, the Courtyard or Play Area.
49. Animals are not permitted anywhere within Club Viva, including the Courtyard or Play Area.
50. Damage deposits will be returned only upon satisfactory inspection by the Club Viva Attendant and available for pick up the next regular business day following inspection.
51. The Club Viva Attendant is authorized to determine any Violation of the Rules and enforce the Rules and shall report such Violation to the Management.
52. If the Club Viva Attendant observes, or is notified of a Violation of the Rules, the Club Viva Attendant may require the Resident, Guest or person committing the Violation to leave Club Viva immediately.
53. The Club Viva Attendant may deny a Resident or Guest access to Club Viva at any time if that Resident or Guest has an outstanding Fine, Penalty or Violation or has otherwise

been denied access to Club Viva by Management or if the Club Viva Attendant has reason to believe that the Resident or Guest may pose a hazard to other users of Club Viva.

54. The Club Viva Attendant has authority to deny a Resident access to Club Viva attempting to enter via intercom if the Resident has had fob access denied by Management for any reason.
55. The Rules are subject to amendment as Management deems necessary.
56. Residents may not be permitted to book multiple rooms within Club Viva at the same time, subject to demand and availability as determined by the Club Viva Attendant.
57. The use of Club Viva's Library and free Wi-Fi is limit to a maximum of 90 minutes per day.
58. No photography is allowed in Club Viva unless prior consent has been obtained by the Club attendants on duty.
59. Any unsupervised child must meet the age of at least 14 years to be permitted.
60. There is to be no audible phone use in the gym and pool area, out of respect for the other users of the facilities. This includes talking on the phone using a blue tooth device.
61. Identification is to be shown upon request by the Club staff to cross reference and ensure you are a primary resident of one of the four respective Stratas.

Division 3: Management

62. Management and its agents and/or employees are responsible for the operation and administration of Club Viva.
63. Management has a duty to enforce the Rules.
64. Management shall include a representative of the strata council of each of West One, Azura One, Waterford and Park West.
65. Management shall conduct the operations and administration of Club Viva through meetings, to be held no less than four times a year.
66. If Management deems necessary, and at the sole discretion of Management, additional meetings may be convened.
67. The meetings of Management shall be *in camera*; owners of a strata lot or Residents are not permitted to attend meetings unless the purpose of attendance is to speak to an Appeal of a Violation, Penalty or Fine pursuant to Division 18 of the Rules.

Division 4: Library

68. The Library is available for use during Club Viva's hours of operation only.
69. All personal belongings must be removed after use.

70. Proper footwear and clothing is required to be worn while in the Library; no swimwear permitted.
71. The Library is designated for quiet use only.

Division 5: Billiards Room

72. The Billiards Room is available for use during Club Viva's hours of operation only.
73. If there are subsequent bookings, the time limit for use of the Billiard Room is one hour.
74. A \$200 damage deposit must be provided prior to use of the Billiards Room.
75. Cancellations within 24 hours of the booking time are subject to a \$20 administration fee, including any booking made within 24 hours of the booking time.
76. Cancellations will be accepted in writing or in person only.
77. Food and/or drinks are not permitted on or around the pool table.
78. Alcohol is not permitted in the Billiards Room.
79. All personal belongings must be removed after use.
80. Proper footwear and clothing is required to be worn while in the Billiards Room; no swimwear permitted.
81. The Resident will be responsible for any damage to the pool table or Billiards Room whether caused by the Resident or their Guest.
82. Noise must be kept to a reasonable level while using the Billiards Room as determined by the Club Viva Attendant.

Division 6: Multi-Purpose Room / Courtyard / Play Area

83. The Multi-Purpose Room is available for use between 10:00 am and 10:30 pm only and must be vacated by 10:45 pm the day of use and cleaned by 10:00 am the day following use.
84. The rental fee for the Multi-Purpose Room is \$200 for Friday, Saturday and Sunday bookings at all times other than the times set out in paragraph 77. Weekend bookings now include the use of the barbecue at no charge.
85. The Multi-Purpose Room is available for rental between Monday through Thursday from 9 am to 5 pm, excluding holidays, at an hourly rental rate of \$25.00.
86. Full payment of the rental fee is required at the time of booking.
87. Reservations for the Multi-Purpose Room will be accepted up to six months in advance of the reserved date.
88. A written booking contract must be signed by the Resident and provided to the Club Viva Attendant no less than two weeks prior to the reserved date.

89. A \$200 damage deposit must be provided prior to use of the Multi-Purpose Room.
90. Cancellations prior to seven days of the reserved date are subject to forfeit of a \$25 administration fee with the balance of the booking fee refundable.
91. Cancellations within seven days of the reserved date are subject to forfeit of 50% of the booking fee.
92. Cancellations within 48 hours of the reserved date are subject to forfeit of the entire booking fee.
93. Cancellations will be accepted in writing or in person only.
94. The maximum number of people permitted in the Multi-Purpose Room at one time is 50.
95. If the Resident intends to serve alcohol in the Multi-Purpose Room, that must be disclosed on the booking contract.
96. Alcohol consumption is permitted within the Multi-Purpose Room only. No table or chair shall be removed from the multipurpose room.
97. The Resident will be responsible for any damage to the Multi-Purpose Room and its equipment.
98. All personal belongings and equipment must be removed from the Multi-Purpose Room no later than 10:00 am the day following the reserved date.
99. If the Multi-Purpose Room, including the pantry and barbeque, is not cleaned to the satisfaction of the Club Viva Attendant, a minimum cleaning fee of \$100 (\$50 per hour) will be deducted from the damage deposit provided.
100. Any theft, loss or damage, as assessed by the Club Viva Attendant, shall be deducted from the damage deposit provided and, if in excess of the damage deposit, billed to the Resident or the Owner of the Strata Lot.
101. All commercial/business gatherings including non-profit organizations in the multipurpose room shall be deemed Commercial function and the rental rate of \$500 shall be applied.
102. Upon booking of the Multi-Purpose Room, the propane barbeque is available for rental for an additional fee of \$15.
103. Noise must be kept to a reasonable level as determined by the Club Viva Attendant.
104. Music is permitted but must be kept to a reasonable level as determined by the Club Viva Attendant.
105. The Courtyard and Play Area are not available for exclusive use or rental by a Resident or Owner of a Strata Lot.

Division 7: Swimming Pool / Jacuzzi

106. The swimming pool and Jacuzzi are available for use during Club Viva's hours of operation only.
107. The swimming pool and Jacuzzi may be closed at any time for cleaning and/or maintenance; no use is permitted during such closures.
108. After using the pool or Jacuzzi please dry off before leaving the area.
109. Appropriate swimwear must be worn at all times during use of the swimming pool and Jacuzzi. Swimsuits must be appropriate for a family environment. G-strings and thongs are not allowed
110. There is no lifeguard on duty; the Management, the Club Viva Attendant, the Strata Councils of West One, Azura One, Waterford and Park West and the Strata Corporations of West One, Azura One, Waterford and Park West will not be responsible for any loss, damage or expense of any kind suffered by any person while using the swimming pool and Jacuzzi.
111. Strollers are not permitted in the swimming pool and Jacuzzi area.
112. Street footwear is not permitted in the swimming pool and Jacuzzi area. Club Viva Attendants are excepted from the application of this rule.
113. All persons using the swimming pool and Jacuzzi must shower using the adjacent shower on the pool deck prior to use. The use of shampoo and soap is not permitted in the pool deck shower stall.
114. No food is permitted. Only drinks in plastic water bottles are permitted.
115. No running, jumping, diving or rough play permitted.
116. No unreasonable noise, as determined by the Club Viva Attendant, is permitted.
117. Persons with any communicable diseases, including but not limited to colds, flu, open sores and nasal or ear discharge, are not permitted to use the swimming pool or Jacuzzi.
118. No OUTSIDE personal floatation devices are to be used in the pool or hot tub.
119. Goggles, snorkels, fins, water wings, pool noodles, and kick boards may be permitted for use in the swimming pool at the discretion of the Club Viva Attendant if used in a manner that does not cause a disturbance to others in the swimming pool. The Club Viva Attendant may, at any time, in their discretion require these items to be removed from the swimming pool.
120. Children under the age of 6 are not permitted in the Jacuzzi.
121. Minimum age for use of the hot tub is 6 years old and only with parental supervision.
122. All children under the age of 14 must be accompanied at all times by an adult over the age of 19 and must be supervised from the pool deck.

123. All children using the swimming pool must be fully toilet trained or use appropriate swimming diapers.
124. No shampoo or soaps are permitted in the Jacuzzi.
125. Persons with long hair must wear a bathing cap or have their hair tied up while using the swimming pool and/or Jacuzzi.
126. No music permitted in the swimming pool or Jacuzzi area.
127. For health and safety reasons, it is recommended that persons with heart problems, diabetes, low blood pressure or a tendency to dizzy spells or fainting do not use the Jacuzzi and that all others limit their use of the Jacuzzi to 15 minutes.
128. Only one (1) swim instructor is allowed per swim session. Instructor must show proof of full vaccination and is required to wear a face mask/shield at all times. Instructors would only use the pool deck on the north side (along the glass wall of the gym). The person being instructed would have to reserve the north swim lane.

Division 8: Spa Room

129. The Spa Room is available for use during Club Viva's hours of operation only.
130. The maximum time limit for use of the Spa Room is two hours.
131. All personal belongings must be removed after use.
132. Residents will be responsible for any damage to the Spa Room whether caused by the Resident or their Guest.

Division 9: Change Rooms and Steam Room

133. The Change Rooms and Steam Room are available for use during Club Viva's hours of operation only. Children 5 year and older must use the appropriate change rooms
134. The lockers are available for day use only while using Club Viva; overnight use is not permitted and all personal belongings must be removed by the end of the day.
135. Appropriate swimwear must be worn in the Steam Room.
136. For health and safety reasons, it is recommended that persons with heart problems, diabetes, low blood pressure or a tendency to dizzy spells or fainting do not use the Steam Room and that all others limit their use of the Steam Room to 10 minutes.
137. Persons with any communicable diseases, including but not limited to colds, flu, open sores, nasal or ear discharge, are not permitted to use the Steam Room.

Division 10: Gym

138. The Gym is available for use during Club Viva's hours of operation only.
139. Appropriate exercise clothing and footwear must be worn in the Gym at all times.

140. There is a 30-minute time limit on cardio equipment if people are waiting
141. Holding equipment for a series of sets is not permitted; all equipment is to be shared and others must be allowed to "work in" and take turns using the equipment.
142. All weights must be removed from the equipment at the end of use and returned to the appropriate weight racks.
143. All equipment must be wiped down after use regardless of whether a drop towel is used.
144. Televisions are to be set to closed caption only; no sound permitted.
145. All personal belongings must be removed after use.
146. No food is permitted. Only drinks in plastic water bottles are permitted.
147. No cell phone conversations permitted in the Gym.
148. Devices for playing music must be used with earphones.
149. Residents will be responsible for any damage to the Gym, including but not limited to the windows and mirrors, and its equipment, whether such damage is caused by the Resident or their Guest.
150. Children age 14 and under are not permitted in the Gym.
151. Children age 14 and under are not permitted to be left unsupervised in the area in front of the Squash Courts.
152. Children between the ages of 15 and 18 must be accompanied at all times in all areas of Club Viva by an adult over the age of 19.
153. The use of a Personal Trainer is permitted pursuant to Division 15 of the Rules only.
154. Residents or their Guests must not use the Gym in a manner that unreasonably interferes with another Resident's use and enjoyment of the Gym.
155. The wearing of strong fragrances in the Gym is not permitted.
156. Conversation must be kept to a reasonable level; no swearing, disruptive or boisterous behaviour is permitted.
157. Refrain from dropping or banging the weights. Free weights are prohibited from being used on all cardio equipment, especially treadmills. Only wearable weights are allowed on all cardio equipment
158. Report broken equipment to the Club Viva Attendant immediately.

Division 11: Squash Courts

159. The Squash Courts are available for booking during Club Viva's hours of operation.
160. Bookings are limited to one hour and must be booked on the hour or half hour.

161. The Squash Courts must be booked through the Club Viva Attendant.
162. Cancellations within 24 hours of the booking time are subject to payment of a \$20 administration fee, including any booking made within 24 hours of the booking time.
163. Only one Squash Court may be booked at a time.
164. A \$200 damage deposit must be provided prior to use of the Squash Courts.
165. Proper attire, including non-marking footwear and protective eyewear, must be worn at all times.
166. Non-squash activities are permitted in the Squash Courts except those which may damage the floor, either with or without the use of equipment; permissible activities to be determined at the discretion of the Club Viva Attendant. The Squash Courts are not available for booking for non-squash activities.
167. Weights are not permitted on the Squash Courts.
168. Priority use of the Squash Courts is given those playing squash; Residents and their Guests using the squash courts for non-squash activities may be asked to vacate the Squash Courts immediately if there is a demand for the Squash Courts to play squash.
169. Squash instruction may be given in the Squash Courts. Professional squash instructors are subject to all the requirements of Division 15.
170. Only Pilates, yoga, stretching, and shadow boxing would be permitted as an alternative use to the squash courts. These activities apply to all gym users, 14 years old and over. Non-squash activities by supervised children are permitted and may include activities with soft balls or aerobic activities that do not damage the floor. Other permissible non-squash activities by supervised children to be determined at the discretion of the Club Viva Attendant. **The Supervisor must be either in the squash court or on the bench directly outside the squash court.** (This rule is on a 6-month trial basis).

Division 12: Theatre / TV Room

171. The Theatre and TV Room are available for booking during Club Viva's hours of operation only.
172. Bookings are limited to three hours.
173. Bookings must be made through the Club Viva Attendant.
174. Cancellations within 24 hours of the booking time are subject to payment of a \$20 administration fee, including any booking made within 24 hours of the booking time.
175. A \$200 damage deposit must be provided prior to use; separate damage deposits are required for the Theatre and TV Room.
176. If the Resident is not present at the booking time, the booking may be cancelled and given to another Resident.

177. All personal belongings and equipment must be removed from the Theatre and TV Room following use.
178. If the Theatre and/or TV Room are not cleaned to the satisfaction of the Club Viva Attendant, a minimum cleaning fee of \$100 (\$50 per hour) will be deducted from the damage deposit(s) provided.
179. Any theft, loss or damage, as assessed by the Club Viva Attendant, shall be deducted from the damage deposit provided and, if in excess of the damage deposit(s), billed to the Strata Lot.
180. Commercial use of the Theatre and/or TV Room may be permitted at the discretion of the Management of Club Viva, requires prior written approval from the Management and is subject to the commercial rate fee of \$500 per booking.
181. The maximum number of people permitted in the Theatre at one time is 32.
182. The maximum number of people permitted in the TV Room at one time is 15.
183. If the Resident intends to serve alcohol in the Theatre and/or TV Room, that must be disclosed to the Club Viva Attendant while making the booking.
184. The Resident will be responsible for any damage to the Theatre and/or TV Room and the equipment whether caused by the Resident or their Guest.
185. Members may only book the TV/Theatre Room once in a 7-day period per unit.
186. No spillover of bookings of the Meeting Room/TV/Theatre Room in the hallway seating area.

Division 13: Guest Suite

187. The rental rate for the guest suite is as follows:
 - a. \$175 first night and \$120 for each subsequent night
 - b. Minimum of two (2) nights booking is required. Maximum stay per booking is seven (7) days.
 - c. Maximum number of persons is four (4) persons
188. Full payment of the rental fee plus a damage deposit of \$250 must be paid at the time of booking.
189. The amenity room booking form must be signed by the owner/resident and provided to the Club Viva Attendant within 48 hours of the booking or the booking will be cancelled. The Club Viva Attendant will advise the owner/resident if the reservation is accepted.
190. Reservations for the Guest Suite will be accepted up to six (6) months in advance of the reserved date.
191. If notice of cancellation is provided 60 days prior to the reserved date, the entire rental fee is refundable, less a \$50 administration fee.

192. If notice of cancellation is provided less than 60 days but before 14 days of the reserved date, 50% of the rental fee is refundable, less a \$50 administration fee.
193. If notice of cancellation is provided within 14 days of the reserved date, the entire rental fee is forfeited.
194. In the case of cancellations provided less than 60 days but within 14 days of the reserved date, the rental fee less \$100 administration fee is refundable if there is another owner/resident on waitlist who could assume the original reservation.
195. Cancellations will be only be accepted in writing or in person.
196. All changes to a reservation are subject to a \$50 change fee.
197. Check-in time is 3:00 pm and check-out time is 11:00 am.
198. The damage deposit will be refunded upon the return of the key FOB and satisfactory inspection by the Club Viva Attendant. Any theft, loss, or damage ("damages"), as assessed by the Club Viva Attendant shall be deducted from the damage deposit provided. If the damage deposit is insufficient to cover the damages, the difference shall be billed to the specific Strata Lot of the renter.
199. No smoking is allowed in the Guest Suite.
200. No pets are allowed in the Guest Suite.
201. Owners/Residents who booked the Guest Suite are responsible for the behaviour of their guests. In consideration of other users of the Club, there will be noise restriction from 9:00 am to 8:00 pm. Any violation of the Guest Suite rules may result in a fine of up to \$200 per occurrence.

Division 14: Arts and Crafts / Ping Pong Room

202. The Arts and Crafts / Ping Pong Room is available for non-exclusive use from 9:00 am to 9:00 pm.
203. Non-marking footwear is required.
204. Bookings for the ping pong table are limited to one hour.
205. A \$200 damage deposit must be provided prior to use.
206. Any theft, loss or damage, as assessed by the Club Viva Attendant, shall be deducted from the damage deposit provided and, if in excess of the damage deposit(s), billed to the Strata Lot.
207. Commercial use of the Arts & Crafts / Ping Pong Room is permitted at the discretion of Management, requires prior written approval from Management and is subject to the commercial rate fee of \$500 per booking.

Division 15: Personal Trainers

208. As a prerequisite to conducting personal training at Club Viva, a Personal Trainer must:

- a. Provide proof of certification with the BCRPA or equivalent;
 - b. Provide proof of valid professional indemnity and liability insurance; and
 - c. Attend a Club Viva orientation session conducted by the Club Viva Attendant.
209. Proof of valid certification and professional indemnity and liability insurance must be provided to Club Viva on an annual basis.
210. Personal Trainers are permitted in the Gym and Squash Courts (for permitted usage) only
211. Personal Trainers who are owners or residents entitled to use Club Viva may not use Club Viva to train non-owners or non-residents.
212. Residents are not permitted to bring any guests to the gym during peak hours, defined as from 9:30 a.m. to 11:00 a.m. and 5:00 p.m. to 7:00 p.m. With these restrictions during peak hours, the personal trainer fee would be eliminated altogether during off-peak hours.
213. If Personal Trainers are found to be disruptive or in breach of the Rules, the Personal Trainer may be banned from training at Club Viva and a \$50.00 fine may be levied against the Strata Lot or Resident whom the Personal Trainer is training. The implementation of such ban and levying of such fine is to be determined at the sole discretion of the Management.

Division 16: Guests

214. Guests must be accompanied by the Resident at all times.
- a. Guests are also defined as individuals staying in a Resident's suite while the Resident is away for vacation as long as the Resident completes a waiver form and provide information of the individual staying in the suite and the duration of the stay. Under such circumstances, the individual staying in the Resident's suite shall have access to "Club Viva" without being escorted by the Resident. Each Strata Lot could have guests as defined under this section and use "Club Viva" for up to six (6) weeks and on three (3) occasions per calendar year.
215. Residents are responsible for the conduct of their Guest, including any loss, damage or expense caused by their Guest; such loss, damage or expense may be levied against the Owner of the Strata Lot or Resident with whom the Guest is attending.
216. During the hours of 4:00 pm to 7:00 pm, a Resident is permitted to bring one Guest per suite only to the Gym, Squash Courts, swimming pool and Jacuzzi. At all other times, the maximum number of Guests per suite a Resident may bring to the Gym, Squash Courts, swimming pool and Jacuzzi is two.
217. Upon each attendance at Club Viva, Guests must sign a waiver provided by Management prior to being permitted to use Club Viva.
218. Guests must abide by the Rules.

- 219. If Residents and guests are found to be disruptive or in breach of the Rules, the Guest may be banned from Club Viva and a \$50.00 fine may be levied against the Owner of the Strata Lot or Resident with whom the Guest is attending.
- 220. The implementation of a Guest ban and levying of fines against a Guest is to be determined at the sole discretion of Management.

Division 17: Violations, Penalties and Fines

- 221. Management has sole discretion to determine what constitutes a Violation of the Rules and what, if any, Fine or Penalty to impose, subject only to the Appeal provisions contained in Division 18 of the Rules.
- 222. A Penalty may include the revocation of a Resident's use of Club Viva if Management determines that the Resident has violated the Rules or terms of use of Club Viva.
- 223. Following a finding that the Resident has violated the Rules or terms of use of Club Viva, the Resident's privilege to use Club Viva will be reinstated at the discretion of the Management.
- 224. Management may impose a Fine for each Violation of these Rules; to be set at the discretion of Management based on the circumstances and severity of the Violation, but which may be based as follows:

Violation	Fine
First Violation	Warning or Fine up to \$100 as determined by Management
Second Violation	Fine up to \$200 as determined by Management
Third Violation	Fine up to \$500 as determined by Management
All Further Violations	Revocation of Club Viva privileges

- 225. Fines will be assessed against the Owner of the Strata Lot and/or the Resident.
- 226. Fines are due and payable within 7 days of written issuance of the Fine to the Resident.
- 227. If Fines are not paid within 7 days of written issuance of the Fine, the Resident's access to Club Viva will be terminated.
- 228. Fines must be paid in full before the Resident's right to use Club Viva will be reinstated.

Division 18: Appeals

- 229. A Violation, Fine or Penalty may be appealed to Management in writing with 14 days of receipt of notice of the Violation or issuance of the Fine or Penalty.
- 230. Management will consider the Appeal at its next scheduled meeting or earlier if Management considers it appropriate or necessary due to the nature of the Appeal; the Resident or Owner of the Strata Lot may attend to speak to the Appeal.

231. Management will issue a written decision regarding the Appeal within 14 days of the meeting at which the Appeal was considered.
232. If the Appeal is allowed, Management may refund the Fine paid by the Resident or Owner of the Strata Lot.

Club Viva Rule Change Policy

Any changes to rules regarding the use of Club Viva by the Residents of the four buildings (Azura, Park West I, Waterford and WestOne) shall be debated at the Club Viva Management Committee and if a motion in this regard is passed, the motion (prior to finalizing the new rule) shall be referred to all four building Strata Councils to be debated at their next meeting(s). Further, notice of the proposed rule change shall be posted in Club Viva for all Residents to review at which time they may forward their concerns to their Strata Council(s).

After all four buildings have had their meetings, the motion may then be discussed for finalization at the next Club Viva Management Committee Meeting at which each building Strata Council shall be allowed two representatives to attend the meeting to discuss the proposed rule change.

Any rule may be temporarily changed in the case of an emergency or in the case of any legal requirement. In such cases, the above process would take place after the new required temporary rule was implemented.