

## **STELKIA HOMEOWNERS ASSOCIATION**

### **THE COTTAGES ON OSOYOOS LAKE**

**BUILDING RULES – ISSUED MAR 10, 2011, AMENDED AUG 21, 2014, AMENDED JAN 30, 2015,  
AMENDED OCT 2015 – AGM REVISIONS, AMENDED NOV 2016, AMENDED NOV 2017, AMENDED JAN 2019,  
AMENDED NOVEMBER 28, 2019**

#### **DUTIES OF OWNERS**

1. An Owner shall:

- (a) permit the Homeowners' Corporation and its agents, at all reasonable times on notice, except in cases of emergency, when no notice is required, to enter his Unit for the purpose of inspecting the same and repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit or common property, or for the purpose of repairing or renewing common areas, common facilities or other assets of the Homeowners' Corporation, or for the purpose of ensuring the Bylaws are being observed;
- (b) promptly carry out all work that may be ordered by any competent public or local authority in respect of his Unit and pay all rates, taxes, charges, outgoings, lease payments and assessments that may be payable in respect of his Unit;
- (c) repair and maintain his Unit, both interior and exterior, and the yard adjacent to his Unit, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or Act of God excepted;
- (d) use and enjoy the common areas, common facilities or other assets of the Homeowners' Corporation in a manner that will not unreasonably interfere with their use and enjoyment by other Owners, their families or visitors, occupants, agents, servants, licences or invitees;
- (e) not use his Unit, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a Unit, whether an Owner or not, or his family or that is in contravention of any law applicable to the Unit or that will result in any unusual or objectionable noise or odour to emanate from the Unit or that is inconsistent with the intent of these Bylaws;
- (f) notify the Homeowners' Corporation promptly on any change of ownership or of any mortgage or other dealing in connection with his Unit and obtain written confirmation from the Homeowners' Corporation, prior to the change of ownership of his Unit, confirming that no amounts are owing by him to the Homeowners' Corporation or to the Developer in respect of his Unit;
- (g) comply strictly with these Bylaws, and all other Bylaws of the Homeowners' Corporation, and with rules and regulations adopted from time to time;

- (h) not, without the written permission of the Homeowners' Corporation, alter in any way the exterior appearance or structure of the Unit, including but not limited to the painting of the exterior, or the attachment of sunscreens, sheds, greenhouses or other attachments;
- (i) not erect a garden shed, greenhouse or other structure on their lot without the written permission of the Homeowner's Corporation.
- (j) permit all landscaping and maintenance of landscaped areas surrounding the Unit to be carried out by contractors employed by the Homeowners' Corporation, and the Owner will not himself or anyone on his behalf trim, cut or in any way alter or interfere with Project landscaping, except within the confines of his property lines and with the approval of the Homeowners' Corporation and completion of the Homeowner Will Maintain Landscaping Form; and
- (j) maintain insurance on the Owner's Unit as required under the Sublease.

### **DUTIES OF HOMEOWNERS' CORPORATION**

#### 2. The Homeowners' Corporation shall:

- (a) control, manage, insure and administer the common areas, common facilities or other assets of the Homeowners' Corporation for the benefit of all Owners;
- (b) keep in a state of good and serviceable repair and properly maintain the common areas, common facilities and other assets of the Homeowners' Corporation;
- (c) maintain all common areas including beach, boat slips, lawns, gardens, parking areas, and the community centre, boathouse and utility buildings;
- (d) maintain and repair, including renewal where reasonably necessary, pipes, wires, conduits and cables existing in the common areas or common facilities;
- (e) on the written request of an Owner or mortgagee of a Unit, produce to him or a person authorized in writing by him the insurance policies effected by the Homeowners' Corporation and the receipts for the last premiums and provide confirmation of the amount, if any, owing by the Owner to the Homeowners' Corporation;
- (f) maintain and repair the community centre, boathouse and utility buildings, both interior and exterior;
- (g) operate, maintain, repair, and renew as required the landscape irrigation, water and wastewater treatment systems;
- (h) collect and receive all Maintenance Payments paid by the Owners and deposit the same with a financial institution;

- (i) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of the Homeowners' Corporation and assure that the financial statements are a true reflection of the financial affairs of the Corporation. Monthly statements are to be distributed to the owners;
- (j) observe and perform the terms and conditions of the Sublease granted to the Homeowners' Corporation in respect of the common areas and common facilities described in such Sublease; and
- (k) control, manage and administer the community centre, boathouse and utility buildings, visitor parking spaces, including management of the leasing, use and occupation of such facilities, setting rates therefore, collecting fees and paying expenses in connection with such facilities, and establishing and supervising rules and regulations in respect thereof.

### **POWERS OF HOMEOWNERS' CORPORATION**

3. The Homeowners' Corporation may:

- (a) purchase, hire or otherwise acquire personal property for use by Owners in connection with their enjoyment of common areas, common facilities or other assets of the Homeowners' Corporation;
- (b) borrow money required by it in the performance of its duties or the exercise of its powers;
- (c) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
- (d) invest as it may determine, in separate accounts, money in the fund for administrative expenses, or in the contingency reserve fund;
- (e) make an agreement with an Owner or occupier of a Unit for the provision of amenities or services by it to the Unit or the Owner or occupier;
- (f) make rules and regulations it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the common areas, common facilities or other assets of the Homeowners' Corporation;
- (g) do all things necessary for the enforcement of the Subleases, the Bylaws and the rules and regulations of the Homeowners' Corporation, and for the control, management and administration of the common areas, common facilities or other assets of the Homeowners' Corporation, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the Bylaws, rules or regulations;

- (h) determine the levy for the contingency reserve fund which shall not be less than 5% of the total annual budget, until the reserve reaches an amount that the Homeowners' Corporation considers sufficient having regard to the common areas and common facilities, and thereafter raise further amounts for replacements of funds from time to time and over a period of time as the Homeowners' Corporation thinks fit; and
- (i) join any organization serving the interests of Homeowners' Corporations and assess the membership fee in the organization as part of the common expenses.

#### **DIRECTORS**

- 4. (a) The powers and duties of the Homeowners' Corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the directors of the Homeowners' Corporation.
- (b) The Developer shall exercise the powers and duties of the directors until the directors are elected by the Owners. Directors shall be elected by the Owners after completion of the Project, or at an earlier time with the agreement of the Developer. The Developer agreed that Directors would be elected at the 2014 AGM and are authorized to act under 4 a) above.

#### **FINES/INFRACTIONS**

- 5. (a) An infraction or violation of these Bylaws or any rules and regulations established under them on the part of an Owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the Homeowners' Corporation. Any costs or expense so incurred by the Homeowners' Corporation shall be charged to that Owner and shall be added to and become a part of the assessment of that Owner for the month next following the date on which the costs or expenses are incurred, but not necessarily paid by the Homeowners' Corporation, and shall become due and payable on the date of payment of the monthly assessment.
- (b) The Homeowners' Corporation may recover from an Owner by an action for debt in a court of competent jurisdiction money which the Homeowners' Corporation is required to expend as a result of an act or omission by the Owner, his employees, agents, invitees or tenants, or an infraction or violation of these Bylaws or any rules or regulations established under them.
- (c) Following a letter or email of warning, and unless otherwise stated in the bylaws, the fine for a violation of the bylaws or any rules and regulations established by the Directors or committee of the Homeowners' Corporation is \$100.00 per violation.

- (d) Unless otherwise stated in the bylaws or rules and regulations, outstanding fines for violations are payable for each month the fine is outstanding and will increase in proportion of the following schedule:

| <u>Month</u>    | <u>Fine</u> | <u>Total Due</u> |
|-----------------|-------------|------------------|
| 1 <sup>st</sup> | \$100.00    | \$100.00         |
| 2 <sup>nd</sup> | \$200.00    | \$300.00         |
| 3 <sup>rd</sup> | \$300.00    | \$600.00         |

- (e) Unless otherwise stated in the bylaws or rules and regulations, fines for the 2<sup>nd</sup> and subsequent violations of the same bylaw or rule by the same person are cumulative and as follows (to maximum of \$2,000.00/month):

|                           |            |
|---------------------------|------------|
| 2 <sup>nd</sup> violation | \$ 250.00  |
| 3 <sup>rd</sup> violation | \$ 500.00  |
| 4 <sup>th</sup> violation | \$1,000.00 |
| 5 <sup>th</sup> violation | \$2,000.00 |

- (f) Any fines levied by the Homeowners' Corporation for an infraction or violation of the by-law or any rules and regulations established under them on the part of an Owner, the Owner's employees, agents invitees or tenants:

- 1) must be charged to the Owner, and
- 2) must be added to and become a part of the assessment of that Owner for the month next following the date on which the infraction occurred and become due and payable on the date of payment of the monthly assessment.

- (g) The Homeowners' Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Homeowners' Corporation is required to expend as a result of any act or omission by the Owner, their employees, agents invitees, or tenants, which violates these Bylaws, and these shall be added to any amount found due, all costs of such action including costs as between solicitor and client.

## **PROHIBITIONS**

6. An Owner shall not:

- (a) use his Unit for any purpose which may be illegal or injurious to the reputation of the Project;
- (b) make undue noise in or about any Unit or common areas or common facilities; or
- (c) keep any animals, livestock, fowl, or pets in his Unit or the common property other than two dogs or two cats or one cat and one dog, all of which must be on a leash

when outside. If an Owner has more than the permitted number of pets at the time of signing a Purchase Agreement, the Developer may grant **temporary written** permission for this, with the proviso that any pet in excess of the permitted number may not be replaced after it dies. The Owners of pets shall be fully responsible for their behaviour within his Unit or the common property. Pets shall not be permitted to freely roam on any part of the Project. If a pet is deemed to be a nuisance by the Homeowners' Corporation, it shall be removed within thirty (30) days of the Homeowners' Corporation's demand. Visitors and renters shall be informed of the rules concerning pets and residents will be responsible for clean-up or damage repair should their guests bring pets into the common property. Pets shall not be allowed on any neighbour's property, and barking dogs shall not be kept outside at night.

### PROMOTION

7. The Developer reserves the right to use the caretaker suite for its sales and marketing staff for as long as it has Units available for sale in the Project, or at an earlier time with the agreement of the Developer. The Developer agreed that the caretaker suite would become the responsibility of the Homeowners' Corporation effective April 1, 2018.

### USE OF UNIT

8. Any Owner of a Unit who leases his Unit, without advising the Homeowners Corporation in writing by providing the Homeowners Corporation, in advance of each lease, with completed Rental Registration Form, shall be liable to a fine of \$50.00 for each occurrence.
- 8.2 The maximum number of occupants allowed in a rental unit is 12. Any person(s) that stay(s) overnight in an active rental unit becomes an occupant. Occupants are defined as but not limited to tenants, guests and visitors.
9. Short term rentals are permitted, provided such rentals are for a period of not less than 5 consecutive days, and provided the Owner has complied with section 8**Error! Reference source not found.** above.
10. For the purpose of establishing a registry of Owners who lease their Unit, such Owner's shall provide the homeowners Corporation with the Owner's contact detail.

### MAINTENANCE PAYMENTS

11. (a) Monthly Maintenance Payments are due and payable on or before the first day of each month. Maintenance fees not received by the 10<sup>th</sup> of the month in question may be subject to a fine of \$50.00 for each month or portion thereof.
- (b) When arrears aggregate three monthly Maintenance Payments a lien and charge may be placed on the Unit involved, at the Owner's expense, for the total monies due, including all legal and other expenses.

### **DISTURBANCE OF OTHERS**

12. (a) No noise shall be made in or about the Unit or on the common areas or common facilities which, in the opinion of the Homeowners' Corporation, interferes with the enjoyment by others of other Units or the common areas or common facilities.
- (b) Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage, or other parts of the Unit or the common areas or common facilities.
- (c) No Owner shall operate his barbecue in a manner which, in the opinion of the Homeowners' Corporation, interferes with another Owner's enjoyment of his Unit.
- (d) Carpentry or similar alterations to a Unit shall be limited to the hours between 8:00 a.m. and 8:00 p.m., Monday through Saturday inclusive. The developer's construction working hours are restricted to 7:00 a.m. to 5:30 p.m. weekdays, 8:00 a.m. to 4:00 p.m. Saturdays and no work on Sundays or statutory holidays except in exceptional circumstances.

### **HAZARDS**

13. (a) Fire hazards must be minimized. No item shall be brought onto or stored in a Unit or the common areas or common facilities which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Homeowners' Corporation or any Owner, or which will invalidate any insurance policy.
- (b) No material substance, especially burning material such as cigarettes or matches, shall be permitted to be discharged from any window, door, deck, patio or other part of a Unit or the common areas or common facilities.

### **CLEANLINESS**

14. (a) All household refuse and recycling material shall be secured in suitable plastic bags or recycling containers and taken to common garbage or recycling containers.
- (b) Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual Owner or resident of the Unit.
- (c) There shall be no smoking within the community centre, boathouse and utility buildings, except as designated by the Homeowners' Corporation.
- (d) No garbage, residue from barbecues, or other material shall be permitted to accumulate on the exterior portion of a Unit or on common areas.

## EXTERIOR APPEARANCE

15. (a) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common areas or common facilities or the Unit without prior written approval by the Homeowners' Corporation. All fencing erected on the lot or common area must comply with the standard details and design in effect from time to time.
- (b) No smoke stack or radio or television antennas shall be hung from or attached to the exterior of the Unit. No awning or shade screen may be hung from or attached to the exterior of the Unit without prior written approval by the Homeowners' Corporation or the Developer. Satellite dishes are permitted provided they are no greater than 18" in diameter and mounted in a location where they are least visible from adjacent units.
- (c) No Laundry, clothing, bedding, or other articles shall be hung or displayed from windows, decks, patios or other parts of the unit so that they are visible from the outside. An exception will be made for beach towels.
- (d) No enclosures of common areas or common facilities or other structural alterations either to the interior of the Unit or the exterior of the Unit or on common areas or common facilities shall be made, nor any other services altered or supplemented within any walls or on the common areas or common facilities without previous written approval by the Homeowners' Corporation.
- (e) Owners, residents or their agents shall not erect permanent or temporary real estate signage. Advertising of suites for sale on common property will be restricted to a Real Estate Notice Board Directory, supplied by the Homeowners' Corporation. Notwithstanding the foregoing the Developer is entitled to exercise its rights under section 7 above.
- 1) Kayaks, Canoes, paddleboards and inflatable boats that do not exceed 12 ft. long and 5 ft. wide may be stored on brackets connected to the side of an owner's unit with approval of the Homeowners Corporation. Storage location of the kayaks, canoes, paddleboards, and inflatable boats must not block sidewalks, walkways and landscaping and must be approved by the Homeowners Corporation.
- 2) Brackets used must conform to those specified and approved by the Homeowners Corporation.

## RULES OF CONDUCT FOR OPERATION OF PERMITTED VEHICLES

### Definitions

In this Bylaw:

"BCMVA" means the [British Columbia Motor Vehicle Act](#);

“**BCOVA**” means the [British Columbia Off-Road Vehicle Act](#);

"**vehicle (BCMVA)**" means a device in, on or by which a person or thing is or may be transported or drawn on a highway, but does not include a device designed to be moved by human power, a device used exclusively on stationary rails or tracks, mobile equipment or a motor assisted cycle;

"**golf cart (BCMVA)**" means a motor vehicle originally designed and manufactured to carry golfers and their equipment;

"**trailer (BCMVA)**" means a vehicle that is at any time drawn on a highway by a motor vehicle, except

- (a) an implement of husbandry,
- (b) a side car attached to a motorcycle, and
- (c) a disabled motor vehicle that is towed by a tow car,

and includes a semi-trailer as defined in the [COMMERCIAL TRANSPORT ACT](#);

"**motor home (BCMVA)**" means a motor vehicle designed or used primarily for accommodation during travel or recreation, but does not include a motor vehicle that has attached to it a structure

- (a) designed or used primarily for accommodation during travel or recreation, and
- (b) designed or intended to be detachable;

“**recreational vehicle (RV)**” means a “motor home”;

"**off-road vehicle (BCMVA)**" has the same meaning as in the [OFF-ROAD VEHICLE ACT](#);

"**all-terrain vehicle (BCOVA)**" means a vehicle that

- (a) runs on 4 or more wheels or is self-propelled by means of 2 or more endless belts driven in contact with the ground,
- (b) has a seat designed for the driver to sit astride, and
- (c) at the time the vehicle was manufactured, was not designed to conform to the standards prescribed under the [MOTOR VEHICLE SAFETY ACT](#) (Canada) for motor vehicles designed for use on a highway,

but does not include an agricultural or industrial vehicle;

"**off-road side-by-side vehicle (BCOVA)**" means a vehicle that

- (a) runs on 3 or more wheels or is self-propelled by means of 2 or more endless belts driven in contact with the ground,
  - (b) does not have a seat designed for the driver to sit astride, and
  - (c) at the time the vehicle was manufactured was not designed to conform to the standards prescribed under the [MOTOR VEHICLE SAFETY ACT](#) (Canada) for motor vehicles designed for use on a highway,
- but does not include an agricultural or industrial vehicle;

**“ATV”** means **all-terrain vehicle (BCOVA) or off-road side-by-side vehicle (BCOVA)**;

**“designated parking areas”** means the parking areas specifically assigned to a Unit;

**“common areas”** means all areas not specifically part of a Unit;

**“common facilities”** means all facilities or structures not specifically part of a Unit;

**“permitted vehicles”** means licensed vehicles in good condition but not including RVs, and golf carts and ATVs in good condition;

**“dusk”** means the time when street lights come on;

**“dawn”** means the time when street lights turn off;

## **16. Operation of Permitted Vehicles**

- a) A maximum speed of 20 KPH shall apply within the common areas and common facilities.
- b) Operation of golf carts (and ATVs) is permitted on the common areas by persons a minimum 16 years of age OR persons holding a valid drivers license. Development, sales and construction vehicles are exempt.
- c) Golf carts and ATVs must be operated in a safe manner and not exceed the posted speed limit.
- d) Lights on golf carts and ATVs shall be turned on when operating while street or pathway lights are on.
- e) Golf carts and ATVs not equipped with functioning headlights and taillights are not permitted to operate on the property while street or pathway lights are on.
- f) Golf carts and ATVs are required to yield to pedestrians.

- g) Golf carts and ATVs are required to have unique identification marks on opposite sides – either on front and back or left and right sides. **Total size of identification marks** shall not be less than 10 cm X 15 cm.

### **16.1 Equipment Requirements for Golf Carts and ATVs**

- a) Golf carts and ATVs are required to have functioning headlights and taillights when operating while street or pathway lights are on.

### **16.2 Parking**

- a) A resident shall use and rent only the parking spaces included as part of the Unit, save and except for private arrangements with other Owners for the use of their parking space. Parking spaces shall not be leased or rented to a non-resident of the Development.
- b) Overnight guest parking shall be permitted only in the spaces provided.
- c) Residents may park their boat or unoccupied RV trailer on their driveway for pre and post season cleanup and preparation for up to 3 days / 2 nights without seeking prior approval. Any additional time required beyond 3 days would require approval from the Home Owners Corporation
- d) Golf carts and ATVs, provided they are in good condition, are permitted in designated parking spaces.
- e) No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner which will reduce the width of an access roadway.
- f) Parking is restricted to licensed and insured vehicle(s) only – golf carts and ATVs, in good condition, are permitted.
- g) Golf carts and ATVs shall be parked such that they do not block the usage of sidewalks or roads.
- h) Golf carts and ATVs may be parked in areas shown in GREEN at any time:
  - i. North side of Stelkia according to signs;
  - ii. South side of Stelkia according to signs; and
  - iii. East of trellis on the meadow.
- i) Golf carts and ATVs shall **not** park in areas shown in RED at any time:
  - i. Gravel area near the marina gate;
  - ii. North side of beach sidewalk adjacent to the beach;
  - iii. Either side of the sidewalk between the beach and Stelkia;
  - iv. Either side of the sidewalk west of the volleyball court;
  - v. South end of the meadow; and
  - vi. South side of beach sidewalk adjacent to the beach.
- j) Golf carts and ATVs may park in areas shown in YELLOW unless an event is using that space:
  - i. Grass area north of and adjacent to the Community Centre.

- k) It is permissible to briefly stop at the gravel area near the marina gate or on the south side of the beach sidewalk adjacent to the beach to unload / load golf carts and ATVs.
- l) There shall be no storage of any personal property in parking areas or on the common areas or common facilities.

### **16.3 Repairs, Adjustments and Spills**

- a) No major repairs or adjustments shall be made to motor vehicles on exterior areas of the Unit or common areas or common facilities. Minor maintenance such as changing fluids and tires is permitted on parking spaces included as part of the Unit.
- b) [Bylaw and Rule] Owners will be responsible for the clean-up of oil spills on their Unit and on common areas and common facilities.

### **DAMAGE TO PROPERTY**

17. An Owner or resident shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place or store chairs, tables, inflatables, canoes, kayaks or other objects on lawns or grounds so as to damage them or prevent growth.

### **SECURITY**

18. (a) Unit Owners or residents are responsible for anyone they admit onto or about their Unit and the common areas and common facilities, inclusive or agents, servants, licensees, or invitees.
- (b) The Homeowners' Corporation shall form a security committee to provide guidelines for the security of individual Units, and to establish resident-based voluntary crime prevention programs such as Block Watch.
- (c) An Owner or resident shall maintain security of the community centre at all times, and shall not leave any door or entry gate in common areas or common facilities open while unattended.

### **MOVING AND RESALE**

19. (a) It will be the express responsibility of the Owner to ensure that all moves in or out by the Owner or resident conform to the regulations as established by the Homeowners' Corporation from time to time.
- (b) No advertising inside or outside the unit, for the resale or rental of a Unit shall be permitted within the boundaries of the Development without the prior consent of the Homeowners' Corporation.
- (c) The Homeowners' Corporation shall provide for a central resale Directory board and shall ensure that individual resale signage is restricted to notification in such Directory.

### **DEFINITIONS**

20. The following terms shall have the meanings set forth below:
- (a) "community centre" means the community centre constructed as part of the common facilities;
- (b) "boathouse" means the boathouse constructed as part of the common facilities;
- (c) "utility buildings" means the buildings constructed as part of the common facilities;
- (d) "common areas" and "common facilities" have the meanings for Common Areas and Common Facilities, respectively, as set out in the Sublease;

- (e) “Developer” means Osoyoos Cottages Limited Partnership;
- (f) “Head Lease” means the lease dated October 8, 2010 granted by Her Majesty the Queen in Right of Canada to the Developer as such lease may be amended from time to time;
- (g) “Homeowners’ Corporation” means Stelkia Homeowners’ Corporation;
- (h) “Maintenance Payments” means an Owner’s contribution to the Homeowners’ Corporation on account of Common Costs pursuant to a Sublease;
- (i) “Project” means The Cottages on Osoyoos Lake, a residential development on the lands leased pursuant to the Head Lease;
- (j) “Owner” means the holder of a Sublease;
- (k) “Sublease” means a sublease of the Head Lease; and
- (l) “Unit” means the premises leased pursuant to a Sublease.

#### **NO MODIFICATIONS**

- 21. Nothing in these Bylaws modifies, waives or releases the obligations of an Owner pursuant to its Sublease.
- 22. TCOOL.ca is the authoritative/official source for all documents concerning the SHC. Homeowners will be deemed informed when information/documents are published on TOOL.ca. Bylaw/Rule changes will take effect on the date specified or the date the changes are posted, whichever is later, however fines will not be applied until 4 weeks after the effective date.

**Pool and Hot Tub Rules**

**July, 2019**

The Cottages on Osoyoos Lake

**GENERAL RULES ON THE POOL DECK.**

**NO LIFEGUARD ON DUTY – CHILDREN MUST BE SUPERVISED BY AN ADULT**

**All Pool and Hot Tub Users Must Observe the Following:**

1. Wear clean appropriate bathing attire and clean footwear on the Pool deck.
2. Children under 7 years of age must be supervised (within arm's reach) of a responsible person at least 16 years of age. One supervisor for up to 3 children under the age of 7 years.
3. Do NOT enter the Pools or Hot Tubs while ill – including open sores; head colds; discharging ears, noses or infected eyes; bandages.
4. Shower before entering the Pools or Hot Tubs.
5. Deck Chaise lounges and chairs may be held while people are swimming or using the Hot Tubs but may not be used to reserve space when people are not in the Pool enclosure.
6. Towels must be placed on chaise lounges when sunscreen lotions or oils are used.
7. Do NOT use the Pool or Hot Tubs while under the influence of Alcohol or other intoxicants.
8. No Glass containers of any kind in the Pool enclosure.
9. No Food may be consumed in or around the Pools or Hot Tubs. Please use the tables in the Pool area or on the Patio. Beverages may be consumed in or around the Pools or Hot Tubs provided they are in covered, non-glass containers and are only at the edges of a pool or hot tub.
10. No SMOKING in and around the Clubhouse.
11. Remove all personal articles when leaving the Pool area, including any Garbage and Diapers which can be placed in the Pool area garbage cans or those found in the Change Rooms.

**The following are NOT allowed on the Pool Deck:**

1. No Diving, Running, Fighting or engaging in conduct likely to cause injury.
2. Do NOT bring Large Flotation Toys (tubes, balls, air mattresses, floating lounge chairs, etc.), no Sporting Equipment (footballs, volleyballs, paddles, balls, etc.), and no Water Projecting Toys (water guns, water tubes, etc.) into the Pool area.
3. No Pets allowed in and around the Clubhouse, except Service animals.

**All injuries suffered while in the Pool enclosure, as well as any contaminants or fouling of the Pools or Hot Tubs should be reported to the Board of Directors (either using the PQ website or [directors@osoyooscottages.com](mailto:directors@osoyooscottages.com)).**

**POOL RULES:**

1. Children under the age of 3 years **MUST** wear Swim Diapers under swimsuits while in the Pool.
2. The use of Flotation Devices for young Children is permitted, including water wings, life jackets, small floaties, small ring floats, noodles, and flippers. Flippers should only be worn while in the water.
3. Adults requiring Flotation Devices are permitted to use noodles and life jackets.

**HOT TUB RULES:**

1. No Children under the age of 3 years allowed in the Hot Tubs. See Hot Tub Safety Rules from Health BC below.
2. Keep hair out of the water and away from underwater filters.
3. Pregnant women; people with heart disease, diabetes, high or low blood pressure; people taking medications for cardiovascular or nerve disorders should not use the Hot Tubs without consulting their Doctor.
4. Staying in the water longer than 10 minutes at a time may result in nausea, dizziness or fainting.
5. Do NOT totally immerse your body underwater.
6. Please use Caution when entering or leaving Hot Tubs in Winter Weather conditions.

**Seasonal Use of Pools:** Refer to Posted Schedules

**Year-round Use of Hot Tub:** 10:00 am to 10:00 pm

**In Case of Emergency:**

**Call 9-1-1**

Location: 2450 Radio Tower Rd., Oliver, BC

**Hot Tub Safety Tips**

Health BC (<https://www.healthlinkbc.ca/healthlinkbc-files/hot-tub-pool-safety>) and the Canadian Red Cross (<http://www.redcross.ca/training-and-certification/swimming-and-water-safety-tips-and-resources/swimming-boating-and-water-safety-tips/backyard-pools>) provide important information hot tubs, infants and pool safety.

Based on the safety information available, the SHC has decided that children under the age of 3 years are not to be in Hot Tubs.

Young children cannot cope physically with the heat, and their bodies do not have the ability to adapt to temperature shifts the way adults can. Young children experience symptoms they are unable to communicate including racing heart rates, profuse sweating, overheating and inability to control bodily functions in Hot Tubs. In extreme cases, the above symptoms can cause death. So please, NO INFANTS in the Hot Tubs!

Anyone in the Hot Tub who feels dizzy, sick to their stomach or sleepy should exit the Hot Tub immediately. They will look flushed, and seem sluggish or sleepy, and are most likely experiencing

Heat Exhaustion. Removing the person from the Hot Tub and allowing them to cool gradually, possibly with cool compresses and water, will reduce their symptoms. However, if symptoms persist, seek Medical Attention.

Be Water Wise and have FUN!

## **THE COTTAGES ON OSOYOOS LAKE**

### **RULES OF CONDUCT FOR USE OF WHARF PUBLISHED JAN 15, 2015, AMENDED JAN 2019**

**"Boat Moorage Sub-License Agreements"** means the Boat Moorage Sub-License Agreements between the Licensor, the various Boat Moorage Owners and the Homeowners Corporation.

**"Boat Moorage Owners"** means those Osoyoos Cottages Owners who have acquired licenses to use Slips on the Wharf from time to time.

**"Homeowners Corporation"** means Stelkia Homeowners Corporation.

**"Licensor"** means Osoyoos Cottages Limited Partnership, being the developer of the Osoyoos Cottages Development

**"Osoyoos Cottages Development"** means the multi-unit residential real estate project known as "The Cottages on Osoyoos Lake" located immediately adjacent to Osoyoos Lake where the Wharf was constructed.

**"Osoyoos Cottages Owners"** means all owners (i.e. subtenants) of homes and lots within the Osoyoos Cottages Development from time to time.

**"Slip"** means that space on the Wharf licensed moorage basin assigned for berthing a vessel.

**"Vessel"** means any recreational vessel which is owned and/or operated by any Boat Moorage Owner and complies with Transport Canada's Small Vessel Regulations in force from time to time.

**"Wharf"** means the boat moorage wharf constructed by the Licensor on the foreshore area licensed to the Licensor by the Province of British Columbia as part of Osoyoos Cottages Development.

## 1) **WHARF USE, RISK AND LIABILITY**

- a) Use of the Wharf *is* for the exclusive use of Osoyoos Cottages Owners, and their family, guests and invitees only. Only Boat Moorage Owners are entitled to use of Slips for moorage of their Vessels provided they are in compliance with the terms of their Boat Moorage Sub-License Agreement and have paid all fees in connection therewith.
- b) Osoyoos Cottages Owners and their guests shall use the Wharf at their own risk and they shall be liable for any loss, damage, or destruction caused to the Wharf, a Vessel or any other person resulting from their use of the Wharf. Liability of Boat Moorage Owners with respect to use and operation of Vessels is governed by the Boat Moorage Sub-License Agreements.
- c) Osoyoos Cottages Owners shall indemnify, save harmless and defend the licensor and the Homeowners Corporation from all claims, costs, demands, damages, liabilities, actions and causes of action of every kind whatsoever for all loss, injury or damage to persons or property, or theft of property, however caused, that such owners, their family, guests, and invitees may suffer.

## 2) **GENERAL**

- a) Osoyoos Cottages Owners and their family, guests and invitees must conduct themselves in a manner that is not detrimental to the safety or quiet enjoyment of others. The Licensor and/or the Homeowner Corporation, at their discretion, may revoke Wharf use privileges for inappropriate behavior.

- b) While on the Wharf, dogs must be kept on a leash in the hands of a competent person at all times; all excrement must be immediately cleaned up and removed from the Wharf and surrounding areas.
- c) Roller-blades, skateboards, scooters, and bicycles shall not be ridden *on* the Wharf at any time.
- d) Outboard motors shall be kept in the "down" or vertical position when the Vessel is moored, unless the entire Vessel and motor fits within the length of the slip.
- e) Vessels moored on the Wharf shall not be used for permanent living quarters.
- f) Boat Moorage Owners will keep the volume of radios, etc. down so that it does not create a nuisance to Boat Moorage Owners or Osoyoos Cottages Owners.
- g) The use of through hull toilets is strictly prohibited, and all vessels that do not have a sewage holding tank and have through hull fittings will be required to seal such fittings while moored on the Wharf. The pumping or pouring of bilge water, petroleum products or sewage is strictly prohibited. No litter shall be thrown overboard or left on the Wharf. The discharge of waste from portable toilets anywhere on Osoyoos Lake is strictly prohibited.
- h) No boat repairs may be conducted while the Vessel is in a Slip or in the Wharf area.
- i) Prior approval of the Homeowner Corporation must be obtained before any materials, including, but not limited to cleats, may be attached to the Wharf or inside of a finger. The mounting and use of dock whips is specifically prohibited.
- j) No Vessel may be attached to a safety buoy at any time.
- k) No access of any type by people or vessels is permitted to the lakeshore except at the beach.

### **3) STANDARDS AND SAFETY**

- a) The Homeowners Corporation reserves the right to set acceptable standards for all Vessels moored on the Wharf. Such standards will be determined by the Homeowners Corporation.

- b) Any Boat Moorage Owner whose Vessel does not meet such standards shall be notified in writing and given a maximum of 30 days to conform to the stated standards or remove such Vessel from the Wharf.
- c) Any Vessel which is in danger of sinking, or is an immediate hazard to other Vessels, the Wharf or other Homeowners Corporation property, must be removed from the Wharf forthwith by the Vessel owner; any and all related expenses, losses and/or damages shall be charged directly to the account of the Boat Moorage Owner In whose Slip the Vessel is located, including but not limited to those related to the Homeowners Corporation's removal of the Vessel to storage, including all costs of storage.
- d) Vessels using the Wharf must be equipped in accordance with the Canadian Coast Guard "Small Vessel Regulations" The Homeowners Corporation may require a Boat Moorage Owner to permit an inspection of their Vessel in order to ensure compliance.
- e) All persons who operate a Vessel must carry proof of competency which means proof:
  - i) Of having successfully completed boating safety course in Canada prior to April 1, 1999 or
  - ii) Having a Pleasure Craft Operators Card issued following the successful completion of an accredited test. The Homeowners Corporation may require the owner of any Vessel using the Wharf to provide such proof in order to ensure compliance.
- f) All Vessels underway within the Wharf area shall proceed under power and dead slow, in a cautious seamanlike manner, so as not to cause swell and not cause damage to other Vessels, the Wharf or to Homeowners Corporation property.
- g) Each Boat Moorage Owner shall be responsible for the safe mooring of their Vessel and shall supply and maintain safe docking lines. Overhanging of the Wharf by the Vessel's bow, bowsprit, anchor, swim grid or stern shall be prohibited under all circumstances. If insufficient or damaged lines are being used, the Boat Moorage Owner shall be informed and must comply immediately;

otherwise, the Homeowners Corporation will re-tie the vessel and charge the costs of the docking lines to the Boat Moorage Owner.

- h) The storage of fuel, flammable liquids, oily rags, etc. is prohibited on the Wharf or on Vessels utilizing the Wharf.
- i) The pouring or transferring of flammable liquids or Vessel refueling of any kind while connected to the Wharf or in the immediate vicinity of the Wharf is strictly prohibited.
- j) Reflective, flame or oil burning type heaters, shall not be used while connected to the Wharf unless the owner is in attendance at all times. The use of unprotected light bulbs is prohibited.
- k) Children under the age of 12 must be accompanied by an adult at all times while on the Wharf and must wear properly fitted lifejackets. Life jackets are to be Transport Canada approved.
- l) Swimming from the Wharf is strictly at your own risk. Swimming from the Wharf is permitted only between first row of Slips and the shoreline, and must not interfere with the use of any Slip.
- m) No diving is permitted from the Wharf or Wharf access ramp at any time.
- n) No climbing on or over the railing of the Wharf access ramp.
- o) Fishing from the Wharf must comply with all applicable regulations and must not interfere with the use of the Wharf by any Boat Moorage Owner.
- p) No fishing equipment, coolers, personal floatation devices, lawn-chairs, rafts, floatation toys, etc. may be left unattended on the Wharf at any time. Nothing may block the passage of Boat Moorage Owners to and from their Slip.
- q) No kayak, canoe, surfboard, paddle board, or any such like may be stored on the Wharf at any time.
- r) Boat Moorage Owners who own sailboats must store spinnaker and/or whisker poles on their sailboats at all times and not on the Wharf. Similarly, any boat equipment, cleaning materials and/or cleaning equipment, etc. must be stored in the Vessel and not on the Wharf.

- s) Members of the Homeowners Corporation staff shall periodically inspect vessels and slips to ensure compliance with the Moorage Regulations. Where an issue or a concern is noted the Homeowners Corporation shall contact the Boat Moorage Owner to advise that his/her Vessel or Slip is in need of attention. If the Boat Moorage Owner does not respond or the matter is not attended to within two weeks, the Boat Moorage Owner's access to the Wharf shall be denied. There may be occasions where member's Vessel may need to be boarded by the Homeowners Corporation staff (i.e. to ensure proper tie downs and electrical connections are observed, or to implement a forced move in a timely manner, etc.).
- t) The Homeowners Corporation assumes no liability whatsoever for moving any Vessel.

#### 4) **COMMERCIAL ACTIVITIES**

- a) The Wharf shall not be used by Vessels for hire For embarking or disembarking their patrons or for the loading or unloading of gear or provisions in connection therewith.
- b) The Wharf shall not be used by any Vessel used for fishing or other charters, or for hire.
- c) Boat dealers shall not conduct commercial boat sale activities within the Wharf area other than action as agents for Boat Moorage Owners selling their Vessels.
- d) No advertising shall be visible on any Vessel while moored on the Wharf with the exception that a discreet "for sale" sign on or within the vessel by a Boat Moorage Owner (or the member's agent) offering his/her Vessel for sale.

**Note: These Rules of Conduct may be revised by the Homeowners Corporation from time to time.**