



STRATA PLAN KAS2428 RULES
LaCasa Lakeside Cottage Resort

(Updated April 24, 2019)

Table of Contents

page

1.	Common Property and Amenities	2
2.	Use of Property	2
3.	Exclusive Use	3
4.	Parking Lots and Roads	3
5.	Tennis Courts	4
6.	Swimming Pools	4
7.	Mini-Golf Course	5
8.	Marina	5
9.	Pets and Animals	7
10.	Storage Compound	7
11.	Owner Lounge	7
12.	Appendix A, Guest Registration Form	9
13.	Appendix B, Common Property Rental Application Form	10

1. Common Property and Amenities

- 1) Common property and amenities of the Strata Corporation include the aqua-parks, boat launch, boat moorage docks, tennis courts, volley-ball courts, mini-golf course, hot tubs, swimming pool(s), playground(s), parks, green belts, green space strata lots, beaches, sun decks, parking lots, Strata Lot 488 (The Cantina Building), Strata Lot 495 (The Sewer Plant), Strata Lot 162 (the storage compound), roads and walkways and other similar facilities whether or not they are present at the time of passing these Rules.

2. Use of Property

- 1) Any use of the common property and amenities is at the sole risk of the user.
- 2) Use of all common property and amenities is for owners and registered guests.
- 3) Guests shall complete the attached Guest Registration Form (Appendix A) and submit the completed form to the Strata Operations Manager or Strata Caretaker. An Amenities Pass will be issued, which will include the civic address, the expiry date and shall be signed by the Strata Operations Manager or Strata Caretaker. Upon request from a Strata employee or Strata security, an owner or guest shall produce the Amenities Pass. Visitors must be accompanied by an owner or a registered guest when using common property and amenities.
- 4) Owners, as well as rental agents, must provide their guests, contractors, visitors, etc. with a copy of the Rules, as amended from time to time, and must ensure that their guests, contractors and visitors comply with the Rules.
- 5) An owner, registered guest, visitor, agent, contractor or employee must not use the common property or amenities in a way that causes a nuisance or hazard to another person, causes unreasonable noise or disturbance, or unreasonably interferes with the rights of other persons to use and enjoy the common property and amenities.
- 6) Hunting, the annoyance of birds, the trapping or harming of other wildlife or is prohibited.
- 7) Discharging a firearm or other weapon; including but not limited to rifles, shotguns, revolvers, air pistols, pellet guns, paint ball guns, air guns of all types, bows and arrows, crossbows, traps, snares and slingshots within the strata plan is prohibited.
- 8) Use of firecrackers and fireworks is prohibited within the Strata Plan, except with the prior written permission of the Strata Corporation setting a date, time and location, as well as any restrictions and obtaining proper permits required from the Regional District of the Central Okanagan.
- 9) Littering in any area within the Strata Plan is prohibited.
- 10) Smoking is prohibited within common amenities and common property.
- 11) Special scheduled events and repair or maintenance activities approved by the Strata Corporation have priority over regular activities on common property and the amenities.
- 12) The hours of operations for the amenities will be as posted on site and may be changed by Strata Corporation from time to time.
- 13) Quiet hours are from 11:00 pm until 7:00 am each day.

- 14) Fires are permitted in designated areas with fire pits, located on the common beach access road. The Strata Corporation and/or the North Westside Fire Department may prohibit the building of fires at any time when such fires present a fire risk.
- 15) Fishing within Strata controlled waters is permitted only if proper licences have been obtained. Fish may not be cleaned on Common Property or the amenities.

3. Exclusive Use

- 1) The common property and amenities subject to this rule are as follows:
 - a) Activities Park BBQ Area
 - b) Upper View Point Park
 - c) Common Beach Area
- 2) The exclusive use of common property and amenities is permitted upon the submission of a completed Rental Application Form (attached as Appendix B) to the Strata Operations Manager and the approval of the Strata Corporation or its designate.
- 3) The exclusive use of the common property or amenities is subject to a rental fee of \$250 for a maximum of 3 hours.
- 4) The common property and amenities must be returned to its original state or the applicant will be subject to a \$50/hour clean up fee. The applicant is financially responsible for any damage to the common property, amenities or equipment owned by the Strata Corporation.

4. Parking Lots and Roads

- 1) When Driving on common property roads drivers must not:
 - a) Exceed 20 kilometers per hour unless a different speed limit is posted, in which case that posted speed is not to be exceeded.
 - b) Impede the flow of traffic.
 - c) Obstruct walkways, common property or municipal roads without prior written consent of the Strata Council.
 - d) Cause a hazard to persons or property.
 - e) Cause unreasonable noise or disturbance.
 - f) Disregard posted temporary or permanent signage including detours, closures, blockages, or speed restrictions.
- 2) When Driving on common property roads:
 - a) Headlights are required on all vehicles including but not limited to golf carts, ATV's and all off road vehicles whether registered or unregistered, and must be illuminated 30 minutes prior to dusk until 30 minutes after dawn on all strata roads and common property.
 - b) A helmet must be worn while driving any motorized vehicle with two wheels on all Common Strata Roads and Common Parking Lots
 - c) Non-Licensed vehicles are not permitted to be driven across cross Westside Road.
- 3) All motorized vehicles that travel on Strata Roads and Common Property must be insured with third party liability coverage of at least \$1,000,000.00. All drivers of any motorized vehicles including but not limited to golf carts, ATV's, off road motorcycles or off road vehicles must have proof of a valid driver's license and insurance, or must be accompanied by an adult (minimum 18 years of age) with a valid driver's license and insurance, who will be fully responsible for the minor(s) and hold harmless, and be responsible to, the owners of strata plan KAS2428, the strata managers and strata personnel, for any injury or property

damage to strata property or persons on the strata property

- 4) Parking is permitted in designated areas only. Vehicles parked outside of the designated areas will be subject to a monetary penalty assessed to the strata lot owner, and may be towed away at the strata lots owner's expense.
- 5) Strata roads may be subject to weight limitations and during those times, all large vehicles must be authorized by the Strata Operations Manager or the Strata Caretaker.
- 6) Except in emergencies, the Strata Operations Manager or the Strata Caretaker must be advised at least twenty-four (24) hours in advance of any complete road blockage exceeding fifteen (15) minutes in duration.
- 7) Except in emergencies, where a temporary or partial blocking of traffic is required, the owner must request the prior permission of the Strata Operations Manager or the Strata Caretaker.
- 8) Wherever partial or complete road blockage occurs, traffic control flaggers, signs or adequate safety devices must be employed to sufficiently warn oncoming traffic of the blockage or detour.
- 9) Any unlicensed motor vehicles and boat trailers driven within the strata corporation KAS 2428 common property shall bare an identification setting out the strata lot number of the owner in a form approved by Council (11 July 2014)

5. Tennis Courts

- 1) Tennis courts are to be used to play tennis only. Roller blades, skateboards, bicycles are prohibited.
- 2) When others are waiting to play tennis, play is limited to one hour for singles and two hours for doubles.
- 3) Persons waiting to play must remain outside the fenced area.
- 4) Players must not interfere with groups playing on the adjacent court.
- 5) Proper tennis etiquette is to be observed at all times. Loud, abusive or profane language is prohibited.
- 6) Players are responsible for leaving the court with all possessions and any refuse.
- 7) Glass containers are prohibited on the courts.
- 8) Pets are prohibited inside the tennis courts.

6. Swimming Pools

- 1) The Strata Council is under no obligation to provide a lifeguard. All owners and guests use the pools at their own risk.
- 2) Children under eight years of age must be accompanied into the pool and actively supervised by a responsible person 13 years or older, preferably a parent or guardian. Unsupervised children will not be allowed into the pool.
- 3) All persons must take a cleansing shower before entering the pools.
- 4) Appropriate swim attire is required while in the pool. All infants under three or who are not toilet trained must have a swimmer diaper on at all times in any pool. All street clothing is prohibited in the pools.

- 5) Food, (including gum), drinks and glass containers are prohibited within five feet of the pools.
- 6) No running, pushing or horseplay is permitted in the pools or on the deck areas.
- 7) Persons having skin lesions, sores or infected eyes, mouth, nose or ear discharges, or who carry any communicable disease, shall not use the pools.
- 8) Pets are prohibited in the pools and in the pool deck areas.
- 9) Use of fins, large inflatable toys and air mattresses are prohibited.
- 10) Pool use is limited to a maximum posted capacity of 80 persons in pools, 8 in the lower and 16 in the upper hot tub.

7. Mini-Golf Course

- 1) Glass containers are prohibited on the golf course.
- 2) Children under eight years of age must be accompanied within the mini-golf area and actively supervised by a responsible person 13 years or older, preferably a parent or guardian. Unsupervised children will not be allowed within the mini-golf area.

8. Marina

- 1) The Strata Corporation does not take responsibility for the safekeeping or condition of boats, watercraft, equipment, or personal property and any measures to safeguard personal property are the responsibility of the user.
- 2) The Strata Council on behalf of the Strata Corporation will, on an annual basis, approve moorage fees, pass rules governing the use of the marina and allocate boat slips.
- 3) The moorage fees are as follows:
 - a) Owner Seasonal slip moorage rate is as per current Seasonal Slip Agreement.
 - b) Owner Daily boat slip moorage rate is \$40. Owner Weekly rate is \$200 (7 days)
 - c) Guest Daily boat slip moorage rate is \$50. Guest Weekly rate is \$250 (7days).
 - d) Personal Water Craft slip moorage is \$30 per day for both owners and guests.
 - e) All moorage rates are subject to GST and may change from time to time as determined by the Strata Corporation
- 4) All users of the marina must obtain approval from the Strata Corporation with respect to any boat or other watercraft to be moored in the marina.
- 5) All users of the marina must comply with the conditions as set out in the marina moorage agreement, as amended.
- 6) No one may use a moorage slip other than the one assigned for his or her use by the Strata Corporation. Moorage slips are not transferable without prior approval from the Strata Corporation. If a moorage slip is assigned, a new moorage agreement must be completed and complied with.
- 7) All watercraft operated or parked within the marina must be in good working order, and must be properly registered and insured with third party liability coverage of at least \$1,000,000.
- 8) Proof of valid operator's qualifications, registration and insurance must be provided to a representative of the Strata Corporation upon request.

- 9) The area within the marina (from the breakwater/buoys to the shore) is designated a no-wake zone and the speed limit within the no-wake zone is 5 km/h.
- 10) Anyone entering the marina area shall comply immediately with any safety instructions issued by Strata employees with respect to the movement or moorage of their boats.
- 11) All watercraft must be properly secured or under the direct control of a person who possesses a valid watercraft license.
- 12) Moored watercraft must be tied securely with at least three lines (bow, stern, fore spring) if adjacent to another watercraft. Two lines may be used if moored outside of the last cross. Lines must be of good quality and condition and must not cross walkways or otherwise present a hazard.
- 13) A boat or other watercraft may be moved by Strata Corporation representatives with or without the consent of the owner if such watercraft is moored in violation of the rules, a moorage agreement, moored unsafely or moored in a manner that obstructs proper utilization of the marina.
- 14) Any boat or other watercraft which, in the opinion of a representative of the Strata Corporation, is in danger of sinking or is a hazard to other vessels, the marina or other property, may be removed at the sole expense and risk of the owner and without liability on behalf of the Strata Corporation, its agents or employees. However, the Strata Corporation shall have no obligation to remove such a boat or watercraft.
- 15) The Strata Corporation reserves the right to terminate or refuse moorage to any person as a result of unsafe operation of the watercraft, or violation of the Rules. Partial fees will not be refunded to boaters who lose moorage rights for failing to comply with the Strata Rules.
- 16) Floats and berths must be kept clear of any materials or objects, and clean at all times.
- 17) Sewage and refuse shall not be discharged into the lake under any circumstances. All refuse shall be placed in proper containers.
- 18) Should the Strata Corporation be obliged to render salvage services to any boat or other watercraft, the costs thereof shall be at the expense of the boat's owner and the Strata Corporation shall not be responsible or liable for any damage to or loss of said boat, its tackle, gear, equipment or property.
- 19) Should any damage, other than normal wear and tear, be done to any float structures by a boat or boat operator, the responsible boat owner shall be held liable.
- 20) No alterations may be made to the marina without consent of the Strata Corporation.
- 21) Boats may not be used as a temporary or permanent domicile while moored within the marina.
- 22) Each boat or other watercraft and trailer using wet moorage or dry storage must have a current registration attached for identification purposes.
- 23) No fuelling of watercraft or open fuel containers is permitted within the marina.
- 24) Anchoring or storing any boat other than in designated areas is prohibited.
- 25) Boats or other watercrafts cannot be locked to the marina.
- 26) No swimming is permitted within the marina.

9. Pets & Animals

- 1) Pets must be on a leash while on common property. The leash shall not exceed 10 feet in length.
- 2) It is prohibited to have any pets on the marked owners/guest beach area, in the gated pool areas, and on the tennis courts.
- 3) The owner, registered guest, visitor, must immediately clean up after their pet.

10. Storage Compound

- 1) All items stored in the compound are at the owners' risk. Items stored in the compound may be moved at the discretion of the Strata Corporation without notice.
- 2) Only Boats and boat trailers, snow mobiles and snow mobile trailers, ATVs and ATV trailers may be stored in the compound, with the permission of the Strata Corporation.
- 3) Availability of storage space is on a first come first served basis. Owners can go on a waiting list in the event that the compound is full.
- 4) All items stored in the compound must be tagged indicating the strata lot of the owner.
- 5) Access to the compound is daily between 8:00 a.m. until 4:00 p.m. and a staff member of the Strata Corporation must be present at the time of access.
- 6) Upon request of the Strata Corporation items stored in the compound must be removed forthwith.

11. Owners' Lounge

- 1) The following individuals are permitted access to the Owners' Lounge;
 - a) Registered Owners
 - b) Guests if accompanied by a Registered Owner
 - c) Children under the age of 14 only if accompanied by an adult who is a Registered Owner
- 2) Persons in the Owners' Lounge must produce a valid "Amenities Pass" if requested to do so by a Strata Corporation Representative, a member of the Strata Staff or Security Staff.
- 3) Persons requested to leave the Owners' Lounge by a Strata Corporation Representative, a member of the Strata Staff, or the Security Staff, shall do so immediately.
- 4) Owners and Guests of Owners are prohibited from allowing any persons access who are not authorized as indicated in section 11.1 of the RULES.
- 5) Exterior doors to the Owners' Lounge are to be closed except when in use for access or egress by authorized persons.
- 6) Glass containers of any kind are prohibited in the Lounge.
- 7) Exercise equipment is to be wiped down after every use.
- 8) All equipment is to be returned to its designated location when the user is finished with it.
- 9) All equipment such as; TV, Air Hockey Tables, is to be turned off when not in use.
- 10) Owners are financially responsible for damage caused to the Owners' Lounge or any equipment in the Owners' Lounge caused by an owner or guest of the owner or child of the owner.

- 11) Damaged or malfunctioning equipment is to be reported as soon as possible to the Strata Staff.
- 12) Food and beverages are permitted in the Owners' Lounge but owners are to clean up the area prior to leaving the Lounge.
- 13) Removal of any equipment, games, books or other materials from the Owners' Lounge is prohibited.

Appendix A Guest Registration Form

Street Address _____

Strata Lot Number _____

Name of Tenant or Guest (please print) _____
last name first name

Home Address _____

Home Phone _____ Cell Phone _____

Arrival Date _____ Departure Date _____

Number of Adults in Party _____

Number of Non-Adults in Party (under the age of 18) _____

Are there any members of your party that might require special attention in the event of an emergency or evacuation order () yes () no

Vehicle Make/Model /License Plate _____

Date _____ (month, day, year)

Signature of tenant or guest

Important Notice to Tenants and Guests

1. Under the Strata Property Act, a tenant and or guest in a strata corporation **must** comply with the bylaws and rules of the strata corporation that are in force from time to time. (Current rules are attached. Bylaws are to be provided by the landlord or rental agent.)
2. The current bylaws and rules may be changed by the strata corporation, and if they are changed the tenant and or guest **must** comply with the changed bylaws and rules.
3. If a tenant, guest or occupant of the strata lot or a person visiting the tenant or guest or admitted by the tenant or guest for any reason, Contravenes a bylaw or rule, the tenant or guest is responsible and may be subject to penalties, including fines, denial of access to recreational facilities, and if the strata corporation incurs costs for remedying a contravention, payment of those costs.

"Personal information is being collected for the sole purposes of emergency contact while on Strata property and for providing access and security of Strata common properties and amenities. The Strata Corporation will retain this information for the sole purpose of enforcing bylaws and rules and for the purposes described above. The information will be shared with the private security firm employed by the Strata Corporation."

Appendix B Common Property Rental Application Form

Strata KAS2428:
La Casa Lakeside Cottage Resort
6808 Westside Road
Kelowna, BC V1Z 3R8
Telephone: 250-258-2525
E-Mail: lacasaoperations@gmail.com

Renter Information:

Name of Renter (please print) _____

Strata Lot Number _____ Last Name _____ First Name _____

Strata Civic Address _____

Home Address _____

Home Phone _____ Cell Phone _____

Arrival Date _____ Departure Date _____

Email Address _____

Event Information

Event Date _____

Event Time _____ to _____

Description of Event

Number of Attendees Expected _____

Common Property Requested:

Upper View Point Park _____

Upper Beach Area _____

Activities Park Area _____

Rental Rate

The rental rate is \$250.00 for a maximum of three hours for each Common Property area rented. A Damage Deposit of \$100.00 per Common Property area rented is required.

The Renter accepts the premises in the condition in which they are at the beginning of the event and agrees to maintain the premises in the same condition, order, and repair. If, at the end of the event, the Strata determines that the premises have not been returned to its original state, a fee of \$50.00 per hour will be charged to the Renter for clean up of the premises.

Strata Council may change the rental rate from time to time.

The Strata may require the Renter to provide security for the event. The Renter shall be responsible for all costs associated with the provision of security. The Renter must provide to the Strata written confirmation of the name and contact information of the security company seven days prior to the event.

The Renter assumes all risk for the event and the use of the common property and shall be solely responsible for all damages, accidents, injuries or death to persons and to personal property and agrees to indemnify and keep harmless the Strata Corporation and its representatives from any claims, causes of action, or losses, which may arise out of the operation of the Renter's event and use of the common property.

I have read the above and agree to the terms and conditions set out therein.

Renter

Signature: _____

Date: _____

Approval By Strata

Signature: _____

Date: _____