

WATERLEAF – EPS 2457

RULES

2024 (repealed and replaced)

1.0 PARKING

- 1.1 A resident must not permit any oversized, commercial, utility trailers or recreational vehicles including but not exhaustively, boats, trailers, and campers to enter or be parked or stored on exterior common property or land that is a common asset.
- 1.2 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- 1.3 A resident storing a vehicle must provide a copy of their third-party liability insurance coverage to the strata corporation on the commencement date of the storage. Every owner of a vehicle that does not have a current BC licence plate or has an out-of-province licence plate, must provide proof of third-party liability insurance coverage each year. If proof of liability insurance is not provided within fifteen (15) days of being requested, the vehicle may be towed at the owner's expense.
- 1.4 A resident must park only in the parking stall assigned to the resident, and not that assigned to another resident. No other resident, owner, tenant, or occupant shall use such parking stall without the strata lot owner's permission.
- 1.5 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones, except for temporary parking for 15 minutes for loading and unloading. The vehicle must be attended to at all times.
- 1.6 Any resident's vehicle parked in violation of Rule 1.5 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner/tenant of the strata lot.
- 1.7 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling, and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- 1.8 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 15 km/hour.

- 1.9 A resident must not park or store any vehicle that drips gasoline or excessively drips oil. Any dripped oil, gasoline, or other automotive residue must be removed immediately.
- 1.10 P1 visitor parking spaces may not be rented to residents.
- 1.11 Visitor parking spaces are for the exclusive use of visitors.
- 1.12 Any violation, and/or be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner/tenant of the strata lot.
- 1.13 Storage in parking stalls is not permitted.
- 1.14 No parking in Fire Lanes.
- 1.15 No overnight parking in traffic circle.
- 1.16 Overnight visitors must display a visitor parking pass. Failure to display a valid visitor parking pass will result in the vehicle being removed by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the vehicle.
- 1.17 When parking in the designated disabled parking stalls, an official disabled parking pass must be displayed. Parking is for a maximum of sixty (60) minutes. Violators will be towed.
- 1.18 Vehicles with studded tires are prohibited from driving on the common property, including but not limited to the parkade ramp and parkade.

2.0 PETS

- 2.1 Dogs and other pets, when in common areas (both indoors and outdoors), must be on a leash no longer than 6 feet and held by the owner/caretaker or put in an animal carrier. This includes the driveway, building entrance, elevator lobbies, elevators, stairwells, hallways, and all parkade levels and SPEA (Streamside Protection and Enhancement Area to the east of the building).
- 2.2 Pet owners shall not permit a pet to urinate or defecate in any common area inside the building. This includes the driveway, sidewalks, building entrance, elevator lobbies, elevators, stairwells, hallways, near any doors, patios and balconies, and all parkade levels. Pet owners must immediately and completely remove pet waste from any common area and dispose of it in a waste container or by some other sanitary means. Pet owner must immediately and completely pick up any pet waste

from the outside path/walking trail and dispose of it in a waste container or by some other sanitary means.

- 2.3 No pets shall be allowed to become a nuisance or create any unreasonable disturbances. Examples of nuisance behaviour is the following but not limited to:
- a) Pet behaviour that causes personal injury or damage
 - b) Pets who exhibit aggressive or dangerous behaviour
 - c) Pets that tract dirt, mud, or other debris into the building
 - d) Residents are responsible for the pets of guests and such pets are subject to the same restrictions as the resident pets.
- 2.4 Any violation to any rule regarding pets and animals will result in a warning letter and fines will be imposed. The maximum fine for a violation of a rule is \$50.00. The maximum frequency for the imposition of a fine for continuing violations of a rule is every seven days.

3.0 SEASONAL/FESTIVE DÉCOR

- 3.1 Seasonal/Festive lights and/or other décor are permitted one week prior to and during the week of the festive event, except for Christmas. Lights are permitted from November 12 – January 15. None of the above is to be attached to the siding and railings in a manner that may damage the building envelope or railings.
- 3.2 Seasonal/Festive decorations, lights or items shall not be affixed to strata lot doors fronting the common property in a manner that may damage the door or casing.
- 3.3 Special event Flags are permitted for a limited time only and upon Strata council approval. Strata council retains the right to require the removal of any displays, at council's discretion that council deems to be offensive.

4.0 WELCOME MATS

Welcome mats placed in front of a residents' doors must not exceed 20 inches in width and ¼ inch in thickness. Mats must be designed for indoor use and must not pose a risk of causing people to stumble or fall, nor impede the passage of carts, wheelchairs, or moving equipment, etc. Welcome mats must be appropriate and in keeping with colour scheme and building design.

5.0 SMOKING

Residents and visitors are not permitted to smoke on all common property inside and outside the building, with the exception of the pond area of the Waterleaf private park (at least 6 meters away from the building).

6.0 PATIOS / BALCONIES

Patios and balconies are classified as limited common for the exclusive use of the owner/tenant/occupant. In keeping with our commitment to maintain a safe and attractive exterior of the buildings, the following rules apply to owners, tenants, occupants, and visitors.

Items that are permitted:

- 6.1 Patio furniture (defined as chairs, loungers, tables, and umbrellas) that are intended for outdoor use only and may include a bench style deck box.
- 6.2 One electric or propane barbeque (maximum of one propane tank). When in use, must be a minimum of 12 inches from balcony siding.
- 6.3 Small planters and/or plant boxes and must include water trays. Shelving units for use of plant displays but not be used for storage of other personal and / or household items.
- 6.4 Well maintained plants.
- 6.5 Seasonal / Festive decorations as per Rule 3.

Items that are not permitted and not limited to:

- 6.6 No items of any kind are permitted to be affixed to the walls, ceilings, or soffits of limited common property.
- 6.7 Planters are not to exceed one foot above the railings nor hang beyond the railings.
- 6.8 Wood or pellet fueled barbeques, charcoal briquette, smoker/cooker type units, or open flame fire pits.
- 6.9 Patio lights attached to railings, pillars, or any limited common property. Ref to 3.0 for Seasonal / Festive lights rule.
- 6.10 Indoor furniture, sound producing ornaments (i.e, wind chimes), exercise equipment, storage units, containers, sheds, domes or tents.

- 6.11 Refuse, debris (includes garbage bags, containers, scrap wood), toolboxes, tires, coolers.
- 6.12 Attached sunshades or blinds.
- 6.13 Modification of existing balcony structure (siding, decking, and railing) except for glass privacy liners, upon approval of the strata council.
- 6.14 Water features (fountains, plug in water fall decoration).
- 6.15 Hanging rugs, towels, laundry, wash or other such items on the railings or other portions of the balcony/patio.
- 6.16 Debris or any items that fall from a balcony, whether deliberate or unintentional, are the responsibility of the owner / tenant / visitor to clean it up immediately. It is the responsibility of the owner / tenant to ensure balconies are always kept clean and tidy.

7.0 REALTOR SIGNAGE

All realtor signage displayed must be a ½ size hanging sign with a maximum size of 18” by 24” and hung only on the designated Realtor sign stand in the front of building B 2238.

8.0 PROPANE STORAGE

A maximum of one propane tank is permitted to be stored on the balcony of a strata lot. Propane tanks are not permitted to be stored within a strata lot, in storage lockers, or within other common areas of the building.

9.0 COMMON PROPERTY STORAGE

A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways, and other parts of the common property, unless granted the prior written approval of the strata council. Hindrance and restriction includes the keeping of personal items and garbage.

10.0 POOL RULES

- 10.1 The pool and hot tub are open from 7:00 AM to 11:00 PM.
- 10.2 **DO NOT** use the pool or hot tub if you are ill, including if you have diarrhea, open sore(s), skin lesions, a head cold, ears / nose discharge, ear / eye infection or vomiting.
- 10.3 Wear clean and appropriate bathing attire.
- 10.4 Ensure infants / toddlers wear swim diapers and / or elastic swim shorts.

- 10.5 Consult your health care professional before using the hot tub if you have any medical issues.
- 10.6 Must not contaminate or foul the pool or hot tub by urinating, defecating, vomiting, or bleeding.
- 10.7 NO smoking or vaping in the pool or hot tube and pool deck / terrace area.
- 10.8 NO running, fighting, or engaging in activity that may cause injury.
- 10.9 NO Diving into the pool.
- 10.10 DO NOT bring glass of any kind into the pool or hot tub area.
- 10.11 NO food beyond the blue line.
- 10.12 NO beverage other than water beyond the blue line.
- 10.13 DO NOT stay in the hot tub for long exposure (10 minutes) as it may cause fainting, dizziness, or nausea. If you experience any of these symptoms, leave the hot tub immediately.
- 10.14 NO PETS are allowed in the pool, hot tub, or pool deck / terrace area.
- 10.15 NO toys or floaties are to be used in the hot tub except for water wings / life jackets.
- 10.16 NO floaties are to be used in the pool except for wat wings/life jackets/pool noodles. Small floaties for infants and babies are permitted.
- 10.17 NO music players, Bluetooth speakers, etc. may be used in the pool deck/terrace area, without prior approval from the strata council.
- 10.18 Use of headphones/ear buds is required when listening to any audio on your devices in the pool, hot tub, and pool deck/terrace area.
- 10.19 Children under the age of 16 years old must be always accompanied by an adult resident/owner when using the pool.
- 10.20 It is the user's responsibility to ensure one responsible person who is at least 16 years of age supervises a maximum of 3 children who ae under 7 years of age.
- 10.21 A resident must be present at all times, when guests are using the pool or hot tub.
- 10.22 If you are using the pool and pool deck/terrace area, return chairs and loungers as you found them and clean up any food items and litter, including cleaning the BBQ after use.

11.0 GYM RULES

- 11.1 The gym is open from 6:00 AM to 11:00 PM – 7 days a week.
- 11.2 Wipe down equipment after each use.
- 11.3 Clean up and spilled fluids.
- 11.4 Be courteous to others waiting to use the equipment by taking turns. Holding equipment for a series of set while others are waiting is not permitted.
- 11.5 Return equipment including dumbbells and plates to its proper place.
- 11.6 Report broken equipment or cables to the strata council immediately.
- 11.7 Do not bang dumbbells or plates together. Do not drop weights or cables.
- 11.8 Users must be 16 years old to use the gym. Children under age 16 are permitted when under the supervision of an adult.
- 11.9 Appropriate clothing must be worn at all times including indoor running shoes. No bare feet.
- 11.10 No food allowed. Drinks are permitted in plastic or stainless-steel water bottles. No drugs, alcohol or glass is permitted in the gym.
- 11.11 The number of guests per residential unit is limited to two. Residents must always accompany their guest.
- 11.12 Music is allowed only if headphones/ear buds are used to avoid inconvenience to others.
- 11.13 Be respectful of others. IE: no swearing, no monopolizing certain areas of the gym.
- 11.14 Turn off lights and A/C unit when leaving the gym if you are the last person.

12.0 AMENITY ROOM RULES

- 12.1 All Waterleaf facilities and equipment in and around the Amenity Room is to be used at one's own risk. Neither the Strata Corporation EPS2457, the Strata Management Company, nor Strata Council members shall be held responsible or liable for any actions, claims, demands, liabilities, loss, damage, death, injury, or expense of any kind, including lawyer's fees, which may result by reason of use of the Amenity Room by any persons.
- 12.2 Strata owners and registered rental tenants (referred to as Residents) may use the Amenity Room with their guests (subject to limits set out in the bylaws). The Resident must always accompany all guests. Residents shall be held responsible and liable for the conduct of their guests. Any theft, damage or other events will be assessed to the Resident.

- 12.3 All residents and guests of residents using the Amenity Room shall be governed by the provisions in these Rules. Anyone who fails to comply with these rules may be denied access and will be subject to the fines set out in the Bylaws. The Rules are subject to change from time to time, and the Strata Council will then post the then-current rules in or around the premises. It is the responsibility of the residents and guests of the residents to keep themselves apprised of any changes to the rules. Residents are responsible to advise their guests to park only in designated Visitor stalls on P1 level. Any overnight parking in Visitor stalls requires a display of a parking pass in the visitor's vehicle. Parking in the loading/unloading area in the upper circle is not permitted.
- 12.4 By using the Amenity Room, each resident and each resident's guest acknowledge and agrees to the terms and conditions set out in this agreement.
- 12.5 All children under the age of 16 must be always supervised and accompanied by an adult 19 years of age or older. Proof of age will be required.
- 12.6 NO pets or animals are allowed in the Amenity Room (including on the outdoor terrace/pool area), except for certified assistance dogs. Proof of certification must be presented upon request.
- 12.7 Residents and guests shall respect the facilities, equipment, and furniture in the Amenity Room and immediately report any damage to the Strata Council.
- 12.8 Users shall act reasonably and act with consideration and respect for others using the facilities and those living in close proximity. Users shall not cause a nuisance or behave in an objectionable manner.
- 12.9 Residents are responsible for cleanup after use of the facilities and equipment in the Amenity Room. The room must be left in a clean and tidy condition. The Amenity room and the supplies room will be inspected after use. If cleaners are required, the resident will be charged for the hours required to clean along with management and administrative fees relating thereto.
- 12.10 No furniture or equipment may be removed from the room in which such furniture or equipment is situated.
- 12.11 One hour maximum for pool table session if there is a resident waiting.
- 12.12 No food or drinks are permitted on the pool table.
- 12.13 Noise is to be kept at a minimum.
- 12.14 Any mess created must be cleaned up immediately. All garbage and recycling is to be taken away to the garbage room.

12.15 Turn off all appliances, the TV, and air conditioning unit.

PART 2 – BOOKING PROCEDURES

12.16 All bookings shall be on a first come, first served basis. Block or continuous bookings are not permitted (i.e.) A resident is only allowed to book one event at a time and cannot re-book until the date of the event has passed/expired. Rental is open to all residents. Not open to the public.

12.17 To view the Amenity room calendar and to book the Amenity room log on to Homelife powerstrata portal. If you don't have your log in details or you've lost them, contact the Property Manager.

Mobile version - To view available dates, select the 3 horizontal lines (hamburger menu) on the top right side, select Calendar. To book the Amenity room return to the Dashboard and select Requests and Notifications, then select Amenity room Reservation.

Desktop version: - To view available dates, from the dashboard select Calendar, (found on the left side vertical menu under Dashboard). To book the Amenity room, from the Dashboard select Amenity Room Booking, found under Requests and Notifications.

The Unit number field will default to your Strata Lot Unit. Complete the remaining fields – your Name, Date of your request and time. Using the drop-down function, you can select All Day or a range of start and end dates. Select Submit.

Your request will be forwarded to the Amenity room representative. Once the room availability has been confirmed a confirmation email will be sent to you with a request to meet to review the Amenity room rules and for payment of the room rental and refundable damage deposit / cleaning fees.

Popular dates can sometimes have more than one resident request and are often made well in advance of the date. For example, Thanksgiving and Christmas, and long weekends. Residents often make a request a year in advance. To make availability fair for all, requests for popular dates will be collected up until 3 months before the

date in question and a draw will be made from the resident names. Ex, December 25th will be drawn September 25th. Sharing of a popular date can be requested with the approval of the resident awarded the date. All other date requests can be made 3 months before that date on a first come first served basis.

Once a booking has been received and accepted for the requested date, the resident is required to pay both a non-refundable rental fee of \$50 and the refundable damage / cleaning deposit of \$100 payable in cash, (No cheques or e-transfer) within 5 business days. The date requested is not confirmed until the rental fee and damage / cleaning deposits are received. Payment is deemed acceptance and agreement to these rules.

- 12.18 The amenity room representative must receive a notice of cancelation seven or more days prior to the date of the booking for a full refund.
- 12.19 The resident booking the Amenity room shall have a grace period of 1 hour before the agreed time to set up and 1 hour after to take down.
- 12.20 The Amenity room closes at 11:00 PM Sunday through Thursday and 1:00 AM Friday and Saturday.
- 12.21 The room is to be returned to the same condition as it was prior to your event, leave it how you found it. Refer to 12.22.
 - (a) The room will be locked upon your arrival and a room code will be provided to the resident booking the room.
 - (b) Lock all doors after you
 - (c) The damage/cleaning deposit will be returned after your event upon completion of a satisfactory inspection. Should clean-up **of any kind** be required, the full \$100.00 damage/cleaning deposit will be forfeited.
 - (d) The resident will be held liable for all theft or damage caused. Any repair and replacement costs relating thereto shall first be deducted from the damage deposit and upon exhausting the damage deposit, all excel shall be charged directly to the resident.
- 12.22 Resident must go through the posted and supplied checklist to ensure all clean-up and cleaning is done after the event. This includes:
 - Chairs and tables put back in the storage room located in the Amenity room
 - Decorations taken down and personal items removed
 - Dishes, cutlery, and other items used are cleaned, dishwasher emptied and items put back in the drawers and cupboard you took them from
 - Wipe down counters, the Island and chairs, and appliances
 - Kitchen floor washed

- Carpet area vacuumed
- Take all your items from the fridge
- Pool table cover replaced; pool cues returned to the cue rack
- Empty all garbage/recycling bins including under the kitchen sink, and take to the garbage room
- Turn off all appliances
- Turn off the TV
- Turn off the fireplace
- Turn off the air conditioner/heater

12.23 Resident is **NOT** permitted to:

- Use thumbtacks, staples, or tape on the walls, ceilings, or other surfaces
- Tie anything around the light bulb fixtures
- Cover windows with any window coverings, paper, etc.
- Smoke or vape in the Amenity Room, surrounding rooms including change rooms and bathrooms and hallways, or the pool deck/terrace area
- Drink or eat around the pool table
- Light candles, except for candles on cakes
- Your booking is for your exclusive use of the Amenity room only and on the confirmed date
- You are free to use the pool and pool deck/terrace area, however allow use by other owners/residents
- If you are using the pool and pool deck/terrace area, refer to pool rules when using the space

13.0 USER FEE'S

(Added at the Council Meeting of 2024-February-12)

The Strata Corporation will charge a user fee for the following and tenant must obtain Owner's permission as it will be charged to the Unit:

- Rental of an additional storage locker: \$50.00 per locker per month.
- EV Charging \$40.00 per month for full electric vehicle, \$20.00 per month for hybrid vehicles.
- Fobs \$80.00 per fob for parkade overhead door and \$15.00 per boe fob for common door access.

END OF RULES