

Gateway Falls Estates Owners Association

2633 Squilax-Anglemont Hwy, Lee Creek, B.C.

RULES AND REGULATIONS

June 1, 2015

Amended effective May 16, 2026

Introduction:

The Gateway Falls Estate Owners Association (the "Association") has adopted the following Rules and Regulations pertaining to the use of the facilities within Gateway. These Rules and Regulations apply to all people visiting or using the Resort, whatever the category. (i.e. Owner, Guest, Family member, Renter, Visitor).

The primary consideration in the adoption of these Rules and Regulations has been to enable the Owners and others to obtain maximum enjoyment from the use of the facilities while at the same time considering the important aspects of health, safety, general welfare and rights of other Owners.

The Association will, at all times, have the authority to see that each of these Rules and Regulations is carried out and to enforce same.

Sections:

- C - Common Property
- D - Development & Landscaping
- E - Enforcement
- G - General
- L - Liability
- R - Rentals & Visitors
- S - Site use
- V - Vehicles
- W - Dock Rules
- X - Guidelines for Storage Compound

C **COMMON PROPERTY**

- C.1 The Common Facilities will be accessible and used in accordance with a schedule determined by the Association.
- C.2
 - a) Resort facilities are available for all Owner group activities.
 - b) Resort facilities are available for use by all Owners and their overnight guests.
 - c) Some Owner events may be available to overnight guests of Owners for a fee to be decided by the Association.

- d) Reservation of the Common Facilities will be available for Owner events only. Any suggestions for Owner events should be submitted to the Association to determine availability of facilities and aid in publishing of a Calendar of Events.
- C.3 All rates for services shall be fixed from time to time by the Association.
- C.4 Use of facilities and equipment will be on a first come first served basis except where reservations have been approved by the Association or its designate.
- C.5 Profanity, loud and abusive language, and other objectionable acts are prohibited in Common Areas.
- C.6 All Gateway buildings are smoke-free.
- C.7 The Association reserves the right to determine the suitability of any vehicle for use or storage within the Resort and to exclude same if it is deemed unsuitable.
- C.8 No chemicals or foreign matter is to be flushed into the septic system, including, but not limited to, kitty litter and diapers.
- C.9 No items for sale may be displayed anywhere on the common property outside of the front gate.
- C.10 Intact and well maintained tarps are permitted in the storage compound.

D DEVELOPMENT & LANDSCAPING

- D.1 In order to avoid misunderstandings and to try to preserve Resort appearances, no construction, alterations to improvements to any site, including, but not limited to landscaping, decks, railings, trellis, storage sheds or modifications to existing structures may be carried out, by or on behalf of any Owner, without the written approval of the Association. An application for such work may be obtained from the Association and when submitted for approval must be accompanied by plans of the intended work or construction. Approval must be obtained before any work commences. A copy of the approved application should be retained by the Owner as proof of compliance.
- D.2 Each Owner shall have 12 months after his or her purchase to complete the landscaping of the Owner's site. After this 12 month period and following notification by registered mail, the Association may arrange for basic landscaping to be done, to a standard satisfactory to it, at the Owner's expense.
- D.3 Any approved alterations, landscaping or other improvements to an Owner's site are subject to on-going review by the Association as to proper up-keep and maintenance of same. The Association may, at its sole discretion, require the Owner to repair any deterioration of these improvements. If the Owner is unavailable to repair or to make the necessary changes, the Association may make the necessary repairs at the cost of the Owner, after giving suitable notice to the Owner.

D.4

- (a) Open trellises and trimmed hedges are permissible to a maximum height of 3 feet from the front of the pad within 3 feet of front of the front property line.
- (b) Fences and trimmed hedges shall not exceed a maximum height of 6 feet on the remaining boundaries of the site.
- (c) Fences may be constructed from wood, a combination of wood and metal, wood-polymer composite, or similar plastic lumber products traditionally used for fence and deck construction. Any metal product used in the construction of a fence must be new material, rust resistant, sturdy and secured in a manner to prevent being dislodged by wind. With the exception of wood-polymer and plastic lumber products produced from recycled plastics, no salvaged or recycled material shall be used in the construction of a fence.
- (d) Fences shall not be any colour other than brown, black, white, or grey.
- (e) No owner shall construct a fence until the owner has applied to the Board and has received approval to proceed. All applications shall confirm that the proposed location, height, and construction materials comply with Rule D.4.
- (f) Fences must be kept in a clean, neat and structurally sound condition. Hedges shall be kept trim, and dead hedges must be removed or replaced.
- (g) The following sites must have rear chain link fencing, black in colour and a minimum of 42 inches, but not to exceed 6 feet. Sites 114-132, and 165-202. Sites 133-164 are exempt.

E ENFORCEMENT

- E.1 Complaints from Owners should be brought to the attention of the property manager who will bring it to the Board of Directors for any appropriate action.
- E.2 Breach of Rules and Regulations
 - (a) The Board of Directors must not impose a fine for a contravention of a rule unless the Board of Directors has received a complaint about the contravention and has given the owner or tenant the particulars of the complaint in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant.
 - (b) If the person is a tenant, the Board of Directors must give notice of the complaint to the tenant and the owner.
 - (c) The Board of Directors must promptly give notice in writing of a decision to the tenant and owner.
 - (d) Once the requirements referred to in this section have been complied with, the Board of Directors may impose a fine for a continuing contravention of that rule without further compliance with this section.

G GENERAL

- G.1 Employees of the Association shall not be subject to the individual direction or control of Owners or others. The control of employees is specifically vested in the Association and its duly authorized agents.
- G.2 All garbage and other waste material must be placed in the receptacles provided by the Resort. Owners are responsible for removing their own large waste items (i.e.: BBQ's, furniture etc.) and are not to place such items in or around the garbage bin in the compound. Also, no garbage or waste from offsite is to be brought into Gateway for disposal in the compound garbage bin.
- G.3 Taking shortcuts across or through sites is not permitted.
- G.4 No Owner or other person is permitted to sell goods or services within the Resort without the permission of the Association.
- G.5 Anything posted on the bulletin board must be dated and will be removed after 3 months.
- G.6 No for sale or for rent signs for lots or sites may be posted on the sites, RV's or park models. All sitefor sale signs must be posted on the designated realtor board.
- G.7 Owners and others shall at all times be responsible for the conduct of their children on the Resort premises. All young children must be accompanied by an adult when using the Resort facilities.
- G.8 The gathering or cutting of wood or other vegetation with the Resort is prohibited.
- G.9 Fires are allowed only in approved and designated fireplaces. The Association may prohibit the building of fires at any time when such fires are considered either unsuitable for the existing conditions or when they represent a fire hazard. Open fires are not allowed on individual sites. Approved fireplaces are permitted on sites.
- G.10 The use of firearms and all other weapons is prohibited within the Resort.
- G.11 Quiet hours shall be observed from 11:00 P.M to 8:00 A.M. At no time shall the use of noise generating equipment be permitted to cause a nuisance to other users of the area.
- G.12 All exterior clothes drying must be done in an unobtrusive way.
- G.13 Pets- Owners may have normal family-type pets, such as dogs, cats and birds. Pets must be well behaved. All pets (including cats) shall be kept on leashes or in-doors at all times (including night) and shall not be permitted on any site landscaping or RV site other than that occupied by the owner of the pet, without the consent of the occupier of that site. All pet waste shall be picked up immediately by the pet owner and deposited in garbage receptacle. This applies to all areas of the Resort, whether developed or not. The Association reserves the right to require Owners, guests and others to remove unruly, loud and/or misbehaving animals from the Resort and to restrict roaming pets. The association may restrict the number of pets brought into the Resort by any one individual.

L LIABILITY

- L.1 All facilities are used by Owners at their own risk.
- L.2 The Association and its servants and agents will not be responsible for any personal injury to any Owner or other person, or for any loss or damage to any property of the Owner or other persons.

R RENTALS & VISITORS

- R.1 Owners shall be responsible for the conduct of, and any charges incurred by their families, guests and other persons they permit to use the Resort or the Owner's site. They shall be responsible for the full value of any loss or damage to property or equipment willfully or otherwise defaced, injured, damaged or destroyed by their families, guests or other persons the Owner permits to use the Resort or the Owner's site.
- R.2 Owners may permit others to use their sites. Owners may rent their sites.
- R.3 All renters and guests must abide by the rules and regulations.

S SITE USE

- S.1 Site Setbacks: An unobstructed setback of 3 feet on front, side and rear yard lines is required on all sites for all permanent structures. This includes RV's, decks, sheds and permanent gazebos.
- S.2 All RV's must have sewer connectors which seal tightly.
- S.3 All RV's entering onto the Resort are subject to approval by the Association. Sites may be suitable for both "regular RV's" and for "park models RV's" but in any case the Association, at its sole discretion, reserves the right to rule on the suitability of any RV entering the Resort.
 - a) The maximum allowable length of an RV is 45 ft.
 - b) The maximum allowable length of a park model is 45 ft.
 - c) The Association retains the right to determine which sites are suitable for park model RV's.
 - d) An application to install a park model RV and a site plan indicating compliance with the setback requirements must be submitted and approved by the Association prior to installation.

- S.4 No more than one RV vehicle is allowed per site with the exception of temporary self-contained RV units located within the site setbacks. Only one RV may be used for permanent living unit under these circumstances. In any event, no more than two vehicles are permitted on any site in addition to the RV.
- S.5 The storage or parking of more than 2 vehicles in addition to the RV on an Owner's site is not permitted. Additional vehicles must be parked in designated parking areas or in the Resort storage area. Boats must be stored in storage compound or completely within the site setbacks.
- S.6 When placing an RV on a site, the RV may be raised off the ground only to the extent that the weight is off the tires.
- S.7 RV tip-outs or slides are not to encroach on the site setbacks.
- S.8 Unsightly storage of loose items is not permitted under the RV unless RV skirting has been completed.
- S.9 RV sites shall be left in a clean and tidy condition at all times, and especially when vacated during the winter. Tarpaulins shall not be used to cover RV's on individual sites.
- S.10 One portable storage shed shall be allowed on each site, to a maximum size of 100 square feet and not to exceed 10 ft tall. No plumbing or sleeping quarters are permitted, sheds may be powered. The style and colour must be neutral or match the RV. It shall be approved by the Association prior to installation and must be situated within the site setbacks.
- S.11 Low storage boxes on rollers may be stored under the R.V. but no storage of loose materials will be permitted unless R.V. skirting completely covers same.
- S.12 No deep freezers or refrigerators larger than 2 cu ft are to be located outside of the owners RV unit or cabin.
- S.13 Propane tanks are limited to a total of 80 U.S. Gallons (PIG) capacity on any one site because of potential danger to others in close proximity. Tanks may not be enclosed.
- S.14 It is the owner's responsibility and expense to move any of their personal property that impedes access to any common property that requires repair or servicing.
- S.15 One tent per site shall be permitted for a maximum of one week per season unless otherwise approved by the Association.
- S.16 If any guest activity should reach an inordinate level, the Association reserves the right to limit the number of guests visiting on any one site.
- S.17 No walls, posts, rocks, etc. will be permitted on the road shoulder.

V VEHICLES

- V.1 All motorized vehicles and bicycles must be illuminated if being used after dark.
- V.2 The storage or parking of more than two vehicles at an Owner's site is not permitted. Additional vehicles must be parked in designated parking areas or the Resort storage area. Parking is not permitted on roadways or grassed areas.
- V.3 Day guests should park in the designated Visitor parking areas.
- V.3 The speed limit on the Resort roads is 20 km/h, unless otherwise posted.
- V.4 No more than two vehicles are permitted on any site in addition to the RV.
- V.5 No major repairs or adjustments shall be made to motor vehicles on the Resort premises.
- V.6 Except in accordance with this section, pleasure riding of motorcycles, scooters and off road vehicles (ORV) is not permitted within the Resort. The use of motorcycles and scooters as transportation between the entrance to the Resort and an Owner's site is permitted. No bicycle riding after dusk is permitted unless the bicycle is fitted with operational cycling lights. The operation of off-road vehicles (ORV), including snowmobiles, all-terrain vehicles, off road motorcycles, side-by-sides (e.g., "argos", "rhinos" and "razors") shall be permitted under the following conditions.
1. Use of the ORV shall be limited to travelling to and returning from, by the most direct route from the ORV operator's site, the Crown land adjacent to the northern property boundary of Gateway.
 2. The ORV shall not exceed the posted speed limit within Gateway.
 3. The ORV shall not have been modified so as to create excessive noise.
 4. The ORV shall be operated in compliance with the Off Road Vehicle Act, and its Regulations (the "Act"), the Motor Vehicle Act, and any other statute governing the use of ORVs and provincial highways*, including:
 - a. The ORV shall not be operated from 1/2 hour after sunset to 1/2 hour before sunrise unless equipped with and operating all lamps, reflectors and other illumination devices required by the Regulations;
 - b. All operators and passengers must wear ORV Safety helmet as prescribed by the Act;
 - c. No person under the age of 16 shall operate an ORV except under the direct supervision of an adult who is an occupant of the ORV;
 - d. The ORV must be registered and insured; and
 - e. Where wildfire conditions dictate, the ORV must be fitted with a spark arrestor;
 5. The ORV shall carry a minimum of \$1,000,000 third party liability coverage.
 6. Except as provided for in V.6(4)(c), ORVs shall only be operated by persons possessing a valid driver's license.

7. The Owner of the site from which the ORV is operated, including where that ORV is owned or operated by a guest or renter, shall be responsible for any contravention of Section V.6 and any penalties imposed for that contravention.

8. Where an ORV is determined to have been operated in contravention of any part of Section V.6, the Board may issue a written warning or proceed to issue a fine in accordance with Section V.6(10).

9. Where a person contravenes any provision of Section V.6, the Owner of the site from which the ORV is operated shall be subject to a fine of \$250.00 for a first offence, and in the event of a second or subsequent offence occurring within one year of a prior offence, the minimum fine shall be \$500.

*For the purpose of provincial law, the internal roads within Gateway are highways.

Highways are defined as:

- (a) every highway within the meaning of the Transportation Act,
- (b) every road, street, lane or right of way designed or intended for or used by the general public for the passage of vehicles, and
- (c) every private place or passageway to which the public, for the purpose of the parking or servicing of vehicles, has access or is invited, but does not include an industrial road.

W DOCK RULES

The Resort's dock occupies the shore and waters of Shuswap Lake under a License of Occupation issued by the Province. This License of Occupation imposes certain limits on the use of the dock which all Gateway Owners, Guests and Renters must comply with. These include a prohibition against overnight moorage and parking on the adjacent road right-of-way (Squilax-Anglemont Road). Failure to comply with the License of Occupation can result in its termination, which would result in the loss of the dock.

These rules are intended to ensure that use of the dock is compliant with the License of Occupation and to ensure that all owners have a reasonable opportunity to use the dock during their time at the Resort.

W.1 The following definitions apply to the interpretation of this Rule:

- a) "Minor Watercraft" means any motorized or wind powered vessel or other floatation device under 10 feet in length.
- b) "Watercraft" means all motorized or wind powered vessels over 10 feet in length.
- c) "Water Toy" means any recreational floatation device, whether intended to be towed by a Watercraft or used independently, including but not limited to inflatable tubes, water trampolines or rafts.

W.2 The following rules apply to the use of the dock by Owners, Guests and Renters:

- a) The use of the dock is limited to Registered Resort Owners, Guests of Owners while the Owner is present at the Resort, and authorized Renters.
- b) Owners are responsible for ensuring that their Guests and Renters are aware of the dock rules and Owners shall be held responsible for any breach of the dock rules by their Guests or Renters.
- c) Watercraft may only be secured to the docks for a maximum of one (1) hour [***we can increase this if necessary. Point is to provide sufficient time to allow loading, unloading, minor maintenance and repair work***].
- d) There shall be no overnight moorage of any Watercraft.
- e) There shall be no securing of Minor Watercraft or Water Toys to any part of the dock where they may interfere with the moorage of Watercraft.
- f) There shall be no repair, maintenance, fueling or other activity relating to Watercraft or minor watercraft that may result in the release of fuel, oils, solvents, or other hazardous substances into the waters adjacent to the dock.
- g) No person shall dump any waste into the waters adjacent to the dock.

- h) There shall be no commercial use of the dock, including but not limited to use of the dock for Watercraft rentals.
- W.3 The following Rules govern the use of Squilax-Anglemont Road and the adjacent Gateway Resort foreshore area:
- a) There shall be no launching or recovery of Watercraft from any of the Resort's property adjacent to the Lake.
 - b) Rule W.3 a) shall not apply to the launch or recovery of Minor Watercraft where it is possible to launch or recover the Minor Watercraft without the use of a motorized vehicle.
 - c) There shall be no parking on Squilax-Anglemont Road or the adjacent right-of-way. Parking on Squilax-Anglemont Road is a violation of the dock License of Occupation.
- W.4 Enforcement
- a) The provisions of Rule E do not apply to enforcement of the provisions of Rule W.
 - b) Upon noting a contravention of any provision of Rule W, the caretaker may issue the person responsible for the contravention either a written or verbal warning requiring the immediate remedying of the contravention. Where the written or verbal warning is issued to a Guest or Renter, the responsible Owner shall also be provided with notification of issuance of the verbal or written warning.
 - c) Notwithstanding Rule W.4 b), where prior written or verbal warnings have already been provided to the person responsible, or where no previous warnings were issued but the caretaker deems it necessary, the caretaker may issue a formal Notice of Enforcement imposing a fine for the breach, as set out at Schedule "A".
 - d) Where an Owner receives a Notice of Enforcement the Owner may, within 15 days of receipt, request in writing a review of the Notice of Penalty by the Board. The request shall be supported by written reasons for challenging the Notice and/or penalty including providing any additional information the owner deems relevant to the review by the Board
 - e) Upon receipt of a request for a review, the Board will review the grounds for challenge along with any supporting information provided by the owner and shall then
 - I. Cancel the Notice of Enforcement;
 - II. Uphold the Notice and the penalty;
 - III. Uphold the Notice, but reduce the penalty; or
 - IV. Cancel the Notice of Enforcement and issue a written formal warning.
 - f) The Board shall communicate its written decision on the review to the Owner in writing along with a summary of reasons for its decisions within 30 days of receipt of the request for review of the Notice of Enforcement.

- g) Where, in the opinion of the Board, an Owner, Guest or Renter demonstrates a general disregard for these rules and a lack of consideration for other owners and dock users, as evidence by, among other things, the number of warnings and/or Notices of Enforcement issued as a consequence of the Owner's, Guest's or Renter's actions, the Board may cancel the Owner's, Guest's or Renter's rights to use the dock for a specified period of time up to and including the entire season (the dock's season ends September 15 of each year).
- h) Where an Owner, Guest or Renter that has been prohibited from using the dock pursuant to Rule W.4 g) fails to comply with the prohibition, the person responsible for enforcement may cause that offending Watercraft, Minor Watercraft or Water Toy to be removed from the dock at the Owner's, Guest or Renter's expense. Neither the caretaker nor the Resort, Homeowner's Association, or Board shall be responsible for an incidental damage to any Watercraft, Minor Watercraft or Water Toy, or the contents thereof, where removed from the dock pursuant to Rule W.4 g)

Schedule "A"

Penalties for Contraventions of any provision of Rule W.

1. First offence:	\$50.00
2. Second occurrence of offence within same Season*	\$100.00
3. Third and all subsequent occurrences of offence within same Season*	\$250.00

*For the purposes of this Schedule, a Season shall be the period between April 1 and September 15 of any given year.

X GUIDELINES for STORAGE COMPOUND

Use of the Storage Lot:

1. The lot is intended for use by Owners of Gateway Lakeview Estates who actively use their vehicles, and not for semi-permanent parking of unused vehicles. Therefore, parking of unlicensed vehicles will not be permitted.
2. Only properly registered and approved vehicles are authorized to occupy a stall.
3. Unauthorized vehicles occupying a stall in the lot may be towed at the expense of the vehicle owner.
4. The rules and terms for the use of the compound cannot contradict the restrictions on the use of the lands imposed by the Columbia-Shuswap Regional District ("CSRD") Zoning Bylaw. For example, there are significant restrictions on the placement of structures within the floodplain, which includes the storage area.

Conditions for use

5. All persons using the Storage lot do so at their own risk. The Homeowners Association accepts no responsibility for damage to or theft of property within the storage parking area or for injury to persons who are using or passing through the parking area.
6. All Owners using the storage lot must register vehicles to occupy a stall in the lot by providing information on the vehicle(s) by completing the form provided. It is the Owner's responsibility to keep the information up to date. Forms will be made available online and are to be emailed to the Board mailbox once completed.
7. A vehicle is not authorized to occupy a stall in the lot unless approved by the Board.
8. All vehicles parked in the storage lot must be insured. A copy of proof of insurance must be attached to the information form described in (5) and kept up to date.
9. No modifications to the stall will be allowed, No pets will be allowed in the storage area, and no unsupervised children under 16.

Allocation of Storage Lots/stalls:

10. Any Owner can request a parking stall by making their request in writing to the Board.
11. If space is not immediately available, the Owner's name will be added to a wait list prioritized by date of request.
12. One stall per Owner. Owners with multiple Gateway lots may have more than one stall.

Rental Fees

13. The fees for owners to park vehicles in the storage lot are established from time to time by an AGM vote. **The annual fee will be \$150 per year.** (Implementation date TBD)
14. When a stall is allocated, the Owner must commence payment of the rental fee. The fee will be annual unless the stall is assigned partially through the year in which partial payment will be calculated. The Homeowners Associations management company shall collect the fee, and it is the responsibility of the Owner to make the necessary arrangements for payment.
15. Annual payment must be received by the payment date (January 15th Annually) within 14 days, or spot is given to the next person in the waiting list. Assigned stalls may renew annually by updating your information.
16. Fees generated by the Storage area will be utilized to support maintenance and improvements to the storage area (security, automatic gates)

Assignment and Reassignment of stalls:

17. Different stalls in the lot are suitable for various sizes of vehicles; the Board therefore reserves the right to allocate or reallocate a vehicle placement in the lot to accommodate the various sizes of vehicles.
18. Vacant stalls will be assigned by a lottery annually, and waitlists processed by date of request.
19. The maximum length of a vehicle that can be accommodated in the stall is 30 feet. If no stall is available for a vehicle this size, the owner will remain at the top of the wait list.
20. An Owner may not sublet the stall, but allowing renters to temporarily store a vehicle is permitted if it meets the guidelines.

Storage Items Allowed

- Watercraft with trailer (boat, sea doo) not to exceed 30 ft
- Boat Trailer, or licensed RV trailer not to exceed 30 ft
- Small boat (kayak, canoe, paddle board, paddle boat)
- Licensed, insured, running, vehicle (truck, SUV, car, motorcycle Quad/side by side)
- Tarps/Covers over trailers/boats
- Golf cart (running)
- Board authorized items (dock, maintenance equipment)
- Cargo/utility Trailer (not to exceed 30ft)

Storage Items Prohibited

- Construction Supplies, wood, decking, fencing, railings, patio stones etc.
- Non licensed vehicles, not insured or not running
- Non running golf cart
- C-Can
- Structures/Shed/pop ups temporary shelter/cover/roofs
- Household items, Furniture, appliances
- Watercraft over 30 ft, unless approved by the Board (i.e. large houseboat)
- Power tools, lawnmower, machinery, bob cat, backhoe (unless authorized by the board)

Enforcement

- a) Failure to comply to the rules is a notice to be corrected within 30 days
- b) After 30 days the board is authorized to remove the items in storage, and your spot is revoked and assigned to the next person on the waiting list.
- c) Owners cannot reapply for storage for 12 months after the infraction.