



**Sonoma Pines Homeowners Management Ltd.**

**Board Meeting Minutes  
January 30, 2023, 3:00 – 4:20 PM**

View past minutes on the Sonoma Pines Website at [www.sonomapines.ca](http://www.sonomapines.ca)

Password “sonomapines”

**Location: Clubhouse, 3999 Sonoma Pines Drive, Westbank, B.C.**

**Attendance:** Malcolm Metcalfe, Gary Kitchen, Randy Benson, Danielle Renaud  
Jim Burkinshaw, Ex-Officio  
Jon Connick, Community Services Coordinator

**Regrets:** Dawn Spence. D. Spence provided D. Renaud with her proxy vote, if required.

**1) Call to Order**

Meeting called to order at 3:00 pm

**2) Finalize Agenda**

**Motion: BE IT RESOLVED that the Sonoma Pines Board of Directors approves the agenda as presented. Moved by: D. Renaud. Second: G. Kitchen. Carried with all in favor.**

**3) Approval of Minutes – Amended October 31, 2022, and November 28, 2022, Minutes (posted on SP website)**

**Motion: BE IT RESOLVED that the Sonoma Pines Board of Directors approves the Amended Board Minutes of October 31, 2022, and Board Minutes of November 28, 2022.**

**Moved by: R. Benson. Second: D. Renaud. Carried with all in favor.**

**4) Committee Reports**

a) Chairman – M. Metcalfe

The Chair provided a verbal report related to a Town Hall meeting. *See 7. New Business*

b) Committees – D. Renaud

The Complaints and Disciplinary Committee is working well.

c) Managing Director – G. Kitchen – report Attached

Managing Director reviewed his report.

d) Schedule E Bylaw Revisions – R. Benson – Draft Amended Schedule E Bylaws attached.

A copy of the proposed amended Schedule E Bylaws was provided. The amended RV Lot Rules and Regulations portion of the Schedule E Bylaws will be reviewed for approval at the February 27, 2023 meeting.

**BE IT RESOLVED that the Sonoma Pines Board of Directors approves the Schedule E Bylaws revisions as presented not including the RV Lot Rules and Regulations revisions.**

**Moved: R. Benson. Second: D. Renaud. Carried with all in favor.**



e) Treasurer - J. Burkinshaw – Ex-Officio – report attached  
The treasurer’s report year-to-date was reviewed.

f) CSC – Jon Connick – report attached.  
The CSC reported on water pressure in the complex and mapping of the RV Lots.

**BE IT RESOLVED that the Sonoma Pines Board of Directors approved the Committee Reports. Moved: by G. Kitchen. Second: D. Renaud. Carried with all in favor.**

**5) Alteration Request Applications**

a) The following alteration requests that have been previously reviewed and pre-approved by the Community Services Coordinator, J. Connick, and, if required, the Managing Director, G. Kitchen between November 25/22 and January 27/23:

2163 Talavera Place	Multi	Awning Installation
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**BE IT RESOLVED that the Sonoma Pines Board of Directors approved the above alteration request. Moved: by G. Kitchen. Second: D. Renaud. Carried with all in favor.**

b) The following alteration requests that have been previously reviewed and denied by the Community Services Coordinator, J. Connick, and, the Managing Director, G. Kitchen between November 25/22 and January 27/23: None

c) The following alteration request(s) required Board approval: None.

**6) Old Business**

a) Access to CRA account for SP Board members and Jim Burkinshaw

The Chair advised that access to the CRA account for Sonoma Pines Board members and Jim Burkinshaw would be completed by the week of February 6, 2023.

**7) New Business**

a) Town Hall meeting in February

A Town Hall meeting will be held on Monday, February 13, 2023, between 4:30pm – 6:30pm in the SP Clubhouse. Information will be sent out by email soon and a sign-up sheet will be posted outside the door of the SP Administration office.

**8) In-Camera Session**

**9) Next Meeting – February 27, 2023 (3-5 pm)**

**10) Adjournment**

Meeting declared adjourned at 4:20 pm.

## Managing Director's Report January 2023

### Gate Survey

On January 16, 2023 a link to a survey assessing the community 's desire concerning the gate operating protocol was sent out via e-mail to all residents. The survey closed on January 30, 2023 at noon.

The survey question was as follows:

Preamble:

The gates at Sonoma Pines have been operating using a protocol that leaves the lower gates at Boucherie Road open from 6 AM to 6 PM while restricting non-resident traffic from exiting at the upper gate at Carrington Road during the hours that the lower gates are open. This strategy was used to prevent non-resident traffic from using Sonoma Pines Drive as a shortcut between Boucherie Road and Carrington Road. This protocol allowed free access to the community for everyone from Boucherie Road and did not require resident interaction with trades and couriers etc. circulating within the community during the daytime, while closing the lower gates after 6 PM provided additional security at night.

Another gate protocol is possible whereby both sets of gates are closed 24 hours a day, and allow for automatic exits to be possible from either gate location at any time. This protocol would require any non-resident wishing to visit or do business within the community to be required to contact a resident via the intercom system to obtain permission to enter the community. This protocol provides a higher degree of security by preventing any unauthorized non-resident from circulating within the community but will inconvenience the resident by having to respond to intercom calls to allow access to visitors.

The purpose of this survey is to determine the community's desired gate functionality. Do we stay with the current gate protocol, or do we try the both gates closed 24 hours a day protocol?

If the survey determines that the majority of residents are in favour of changing to the both gates closed protocol, a second survey will be conducted to decide on the final implementation decision.

Question:

**1. Do you want to change the current gate operational protocol?**

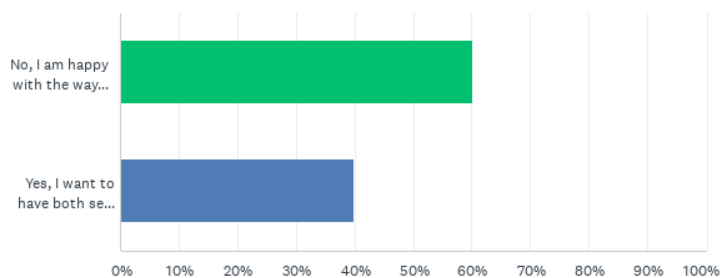
**No**, I am happy with the way that the gates operate now with the Boucherie Road gates open daily.

**Yes**, I want to have both sets of gates closed 24 hours a day and enable auto-exit from either gate location.

Survey Results:

Of the 387 participants who participated in the survey, 60.21% (233) selected No to changing the gate protocol from what it is currently running on, and 39.79% selected to change to the both sets of gates closed protocol.

Q1 Do you want to change the current gate operational protocol?



Therefore, we will continue operating under the current gate operating protocol, and can re-visit this decision if circumstances arise that have changed traffic patterns or other such circumstances.

## Ambulance / Fire Yelp Function

There has been some concern generated about Ambulances and Fire trucks stuck at the upper gate, with no response from the Yelp Siren Operated Sensor.

The fire inspector has been here on more than one occasion to test the Yelp system and it passed the test as recently as 2 weeks ago. The fire department also have access to a special lock right on the gate post and this hard-wired and works every time. A key that lock is on every fire truck. I was told by the fire inspector that 90% of failed entries are due to operator error because they do not hold the Yelp siren for a full 5 second blast that is required before the sensor responds.

To mitigate this risk, I took our BC Ambulance Yelp signs off of the gates and modified them to say that 5 second Yelp is required. I was told by a resident that they observed the ambulance at the gate this past weekend, and it used its Yelp siren and the gates opened for them.

I also took the time to meet with the BC Ambulance Captain to see if there is anything that I could do to improve gate entry. To my surprise, the Captain was unaware of the minimum 5 second Yelp siren requirement to open the gate. It is not part of their training.

At their request I enabled an Emergency function in the gate Intercom so if all else fails, they can still get in. This function has become part of the Sonoma Pines dispatch file, and is issued to any ambulance sent here. I arranged for a Yelp siren test this past Friday, but they didn't show up, and later apologized for missing the appointment. The intercom special function was also shared with the fire department.

Please note that SPHM Ltd. is not responsible for the gates to Solana Place. These gates are funded by the residents of that street and they are responsible for their maintenance.

## Tree Pruning

Our Arborist had an accident which delayed any tree pruning from taking place in December. He is on the mend and will start tree pruning on March 1, 2023.

## House Painting

After a long break in painting maintenance due to COVID and change in the CSC and Board, we are finally receiving some quotes from painters, and anticipate an early start in the Spring as weather permits.

## Jon Connick's Absence

Our Community Services Coordinator will be out of the Country on family related matters from February 6 – 27 inclusive. During this time office staff will monitor his e-mails and forward emergency or urgent matters to me for action, and other less pressing matters will be dealt with upon his return. We are fortunate that February is considered one of the quieter times in the office. Please be patient while waiting for a response from Jon upon his return. I will endeavour to deal with alteration request as needed.

**CSC Report – January 30/23 Board Meeting**

- Alteration Request Applications cont'd
  - a. The following was approved on Jan. 16
  - b. Received a new alteration request this morning, Jan 30, for 2105 Verona Lane

November 21, 2022	2151	Serrento Lane	Multi	installing window in basement	Nov. 30-talked to resident and said the application file is incomplete. Asking for contractor liability insurance, etc. Also, go to home to view. Dec 8-resident said that contractor is too busy so for me to put this on hold, or at least that is what I think the resident was asking – Jan 11/23 -resident did drop off further paperwork. Reviewing it all today. Approved on Jan 16. Making note that vent termination clearances are to code for new window.
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- Tree pruning – Ninja Tree Services has postponed until March 1 to complete up to (2) days of pruning throughout Sonoma Pines.
- Water pressure & volume complaints on certain streets in Sonoma Pines (i.e., lower water volume when shower & dishwasher running)



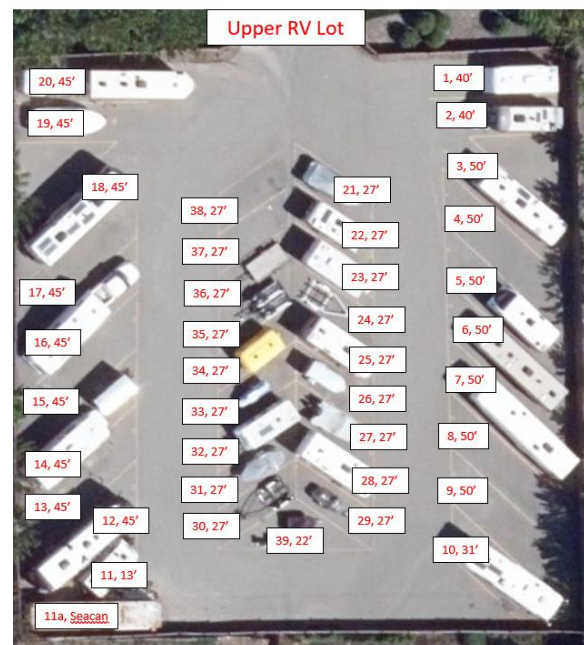
Jan 26 -Tim (Nate's Plumbing) was out and identified that the main PRV (pressure reduction valve) at Upper Gate may have some issues. He identified (by contacting manufacturer) that the differential pressure between 6" line & 2" bypass line should be 3PSI. It was set at 15PSI. He made that adjustment. He also adjusted the valve pressure in the clubhouse from 40 to 60PSI. This should take care of the problem. We are to monitor for any further complaints and then let Nate know.

(They balanced the PRV on the water main (15PSI -> 3PSI) which they felt was the issue.)

- Painting – Request for Proposals have been sent out to several painters. We've received limited interest but keep reaching out to build up a list of contractors. There is a list of multi-family homes and Rykon built cedar dividers that are need of painting and re-staining. To date have received 2 quotes where only one is comprehensive. I've responded to the confusing 2<sup>nd</sup> quote to provide better details (in my former career this response would be thrown out and not considered). There is a 3<sup>rd</sup> quote supposedly coming in shortly.

- YELP function at upper & lower gates – please see Managing Director report.
- Man-gate at upper gate – Vern has added (2) springs to better keep the gate closed.

- Contractor (New Age Duct and Furnace Cleaning) have been told to not solicit in Sonoma Pines. Word of mouth & their soliciting of dryer duct cleaning has spurred on their business in our community (several Board members have used their service). They have completed duct cleaning @ 12% of Sonoma Pines. New Age provided a quote for the remainder of the community which I will not be considering.
- Mapping created for both upper and lower RV shown (easier to manage):



- Relational Database consideration – there is an efficiency in moving Sonoma Pines office management **paper files** and **spreadsheets** into a localized database (central place for all files (current & dated [temporal]), allowing quick & easy access and able to view data on a centralized map (with leveraging data from RDCO & WFN) and other sources. Microsoft Access DB is being reviewed.
- Green Park Landscaping provided quote last fall to do some stonework (adding Kettle Valley Granite to top-off some areas, build small stone wall and move a large boulder in wall). Quote was incomplete and awaiting response.
- Waiting for Bylaw Amendments that were first put forward in October 2022.
- WorkSafeBC/PenninsulaCanada/BrightHR – this project moving very slowly. Administrator has new email address ([SonomaPinesHR@gmail.com](mailto:SonomaPinesHR@gmail.com)). Staff & certain # of resident volunteers have been added to BrightHR dashboard. Training needs and training need to be scheduled.
- CSC Repair daily report sample shown below. Current working on Event #335, since May 30/22



330	January 16, 2023	2202	Alvarado Tr	Hugo	Multi	blown transom?	1st ask Hugo does he think transom glass needs replacing, is the seal damaged, etc.? Likely will need Valley Glass to come out and take a look. Jan 19 -Hugo states that he believes the frame is shot as he is getting pooling on the inside of house. I'll contact Valley Glass.
331	January 17, 2023	2130	Serrento Ln	Delong (I)	Multi	leaking gutter & water running behind stucco	Sent request to SOS Gutters for immediate repair. Asking if he completed earlier repair at this address. My invoices show not. Need to figure out stucco repair once gutter repair is completed. I sent headsup
332	January 24, 2023	3865	SPD	Allin (I)	Multi	major cracks in basement cement floor	went over to take a look. Son sent me photos. There is a large crack by water and furnace. Sent photos to David to get his feedback.
333	January 24, 2023					water pressure/volume down in SP	Called WFN Utilities and asked if there was any changes. Operator will check w/staff who is on lunch. Called Nate at Nate Plumbing and he will plan on coming out on Thursday. Jan 25 -talked to Kevin King @WFN (250) 863-9431. He stated that there was nothing seen on their end (leaks or pressure deviations) and that it must be within the strata which they are not responsible for. He mentioned it could be a PRV issue (pressure release valve) which is what Nate thought it might be.
334	January 25, 2023	3797	Del Mar Ln	Boychuk (I)	Multi	leaking gutters	ask resident where gutters are leaking. Sent request off to SOS Gutters.
335	January 25, 2023					Lower RV lot has no power to electrical plugins and lights are staying on.	I sent request to Rod (Holmes) to investigate.

# SCHEDULE E SONOMA PINES BYLAWS

Amended as of ~~April 12, 2022~~ — AGM January 30, 2023

## **DIVISION SUMMARY**

Division 1 – Duties of Owners, Tenants, Occupants, and Visitors

Division 2 – Powers and Duties of The Company

Division 3 – Enforcement of By-Laws

Division 4 – Voluntary Dispute Resolution

Division 5 – Security and Personal Information

Division 6 – Indemnity

Division 7 – Parking

Division 8 - Small Claims

Division 9 – Insurance

Division 10 - Severability

Rules and Regulations

A. Sonoma Pines ~~Lower~~ RV Storage Lot

~~B. Upper RV Storage Lot~~

~~C. B. Landscape Regulations~~

## **Division 1 - Duties of Owners, Tenants, Occupants, and Visitors**

### **1 Payment of homeowner fees**

- 1) An owner must pay homeowner's fees on or before the first day of the month to which the homeowner's fees relate. If an owner fails to pay the homeowner's fees at the required time, Sonoma Pines Homeowners Management Ltd. ("The Company.") shall charge interest at the rate of 10% per annum compounded annually and a fine of \$50.00 per month for each month that any homeowner's fees remain owing from the owner to The Company. If an owner fails to pay a special levy at the required time, he/she shall be fined \$50.00 for each month the special levy remains unpaid plus The Company shall charge interest at the rate of 10% per annum compounded annually on the outstanding balance.
- 2) Fees collected from homeowners shall first be applied to any interest owing and secondly to any outstanding Special Levy, thirdly to any fines or penalties levied by The Company, and lastly to the monthly homeowner's fees.

### **2 Repair and maintenance of property by owner**

- 1) All owners must repair and maintain the owner's lot, except for repair and maintenance that is the responsibility of The Company under its Articles of Incorporation.
- 2) All owners shall keep all areas of the lot clean, free of debris and well maintained at all times.

- 3) All owners are required to maintain exterior stucco colour, accents, door trim and facia boards to original Colour Codes (available at Sonoma pines info). Single family homeowners are required to refurbish the stucco or facia boards within one year of notification from The Company that the finish has checked or faded and falls below the established community standard. At all times homeowners are required to obtain the approval of The Company when painting or repairing the exterior of their home and shall submit an Alteration Request for approval by the Board.
- 4) All owners shall be responsible for any damage occurring to common property, limited common property/assets or those parts of a lot, which The Company must repair or insure under these rules and regulations. Costs of repairs or insurance deductibles will be charged back to an owner, tenant, or occupant or visitor who is responsible for any damage.

### 3 Use of property

- 1) An owner, tenant, occupant, or visitor must not use a lot, the common property, or common assets in a way that:
  - a) causes a nuisance or hazard to another person,
  - b) causes unreasonable noise,
  - c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets, or another lot,
  - d) is contrary to a purpose for which the lot or common property is intended as shown expressly or by necessary implication on or by the overall development plan.
- 2) An owner, tenant, occupant, or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets, or those parts of a lot which The Company must repair and maintain under these By-Laws.
- 3) **An owner, tenant, occupant, or visitor must ensure that all animals are leashed or otherwise under control on all properties at all times.** An owner, tenant, occupant, or visitor must ensure that pet excrement is removed and cleaned immediately from all property. *(Amended Jan 2023)*
- 4) An owner, tenant, occupant, or visitor must not keep any pets on a lot other than following:
  - a) a reasonable number of fish or no more than 2 small aquarium animals;
  - b) no more than 2 small, caged mammals;
  - c) no more than 2 caged birds;
  - d) no more than 2 dogs or no more than 2 cats or no more than 1 cat and 1 dog.
  - e) Any animal considered dangerous by The Company, in its sole discretion, shall be removed from the property immediately.
  - f) Owners, tenants, and occupants must ensure that they properly dispose of waste, including pet waste, in the appropriate receptacles.
  - g) Snakes shall not be kept or permitted on the property.
- 5) An owner, tenant, occupant, or visitor must not conduct any major repairs or maintenance to motor vehicles or trailers or other mechanical equipment.

- 6) An owner, tenant, occupant, or visitor must not have garbage, recycling bins, or yard waste bins exposed unless being placed for collection on specified collection days or no earlier than 7:00 PM on the evening preceding the collection day. *(Amended Jan 2023)*
- 7) A resident must not display or erect fixtures, poles, electric fences, clotheslines, racks, storage sheds and similar structures permanently or temporarily on a lot, common property or land that is a common asset including appliances such as, but not limited to, refrigerators and/or freezers. Despite the foregoing, the placing of items on balconies or patio areas shall be limited to free standing, self-contained planter boxes or containers, summer furniture and accessories and not used for storage of other items. The following items are not permitted: free standing or non-guided screens on decks or patios; further additions of wood accent above garage doors; gazebos (permanent or freestanding); alteration or change to house numbers; solar tubes equipped with a night lighting system; hot tubs on decks; seed bird feeders; birdhouses; wind chimes, flagpoles (stand alone or hanging off a balcony at an angle) and installation of a water feature on any outside walls or any part of the outside structure such as wall mounted water fountain, flower box, etc. *(Amended Jan 2023)*

Also refer to the “*Alterations Reference Table*” for more details.

- 8) Second kitchens are permitted so long as they are intended for the use by members of the household and must be freely and fully accessible from the remainder of the dwelling without any intervening doors equipped with a locking device of any kind.
- 9) Nothing may be used, stored, or placed in or on a lot or on common property in such a manner that it creates a fire hazard.
- 10) An owner, tenant, occupant, or visitor must not use or ride a skateboard, push scooter, long board or wear rollerblades on Sonoma Pines Drive or sidewalks.
- 11) No soliciting will be permitted within the Community of Sonoma Pines.
- 12) The use of outdoor wood burning appliances shall be limited to those appliances that utilize wood pellets only. Only CSA or ULC approved portable gas burning fire pits are permitted but the flame length shall not exceed 15 centimeters.
- 13) Owners and their tenants may install Christmas lights and décor no earlier than November 1st in any year and must be removed from the owner’s residence by March 31st of the following year. Christmas lights and decorations may only be illuminated between November 15<sup>th</sup> and January 31<sup>st</sup>.
- 14) Homeowners and tenants shall remain respectful at all times and shall not threaten, harass, or attempt to intimidate their neighbours, employees of The Company, volunteers, Board members or services providers within the community. Violations may be subject to the maximum allowable fine under these Bylaws upon the first offense.
- 15) All vehicles stored on a homeowner’s driveway shall either be licensed or be covered by storage insurance with a minimum of Two Million Dollars (\$2,000,000) of public liability coverage.

#### 4 Exclusive Use Area - *New 2021*

- 1) Every owner of a home in the Single-Family Development has the exclusive use of the entire area shown within the perimeter of the Building Lot described in Schedule B of their Sublease and shown on the Plan attached thereto.
- 2) Every owner in the multifamily development has the exclusive use of the area marked "EUA" on the Plan described in Schedule B of their Sublease, plus the personal use of portions of the common property adjacent to their home, which shall include:
  - a) the area from the front wall or garage to the street to the edge of the paved driveway on one side to the median between the neighbouring home or, where no such home is present, three meters from the side wall of the home; plus
  - b) the area from the exterior wall to the edge of the deck and patio areas; plus
  - c) any landscape or rock filled beds.
- 3) Homeowners shall be responsible for ensuring that their personal use area is reasonably well maintained and free of weeds.
- 4) Prior to entering the personal space of the homeowner, individuals wishing to access the property for repairs, inspections, or other business shall first make an appointment with the homeowner via telephone, email or by presenting at the home by knocking at the door.

#### 5 Rental Restrictions

- 1) Rentals for a period of less than sixty (60) consecutive days are PROHIBITED in Sonoma Pines. *Amended 2021*
- 2) The fine for contravening this bylaw shall be Five Hundred Dollars (\$500.00) per occurrence.
- 3) Any owner wishing to rent out a residence or a portion of a residence, must first notify The Company. For clarity, Board approval is not required. Notification is sufficient provided the rental is consistent with these bylaws.
- 4) No owner shall maintain a Bed and Breakfast or group home of any kind within Sonoma Pines. *New 2021*
- 5) The maximum occupancy for the rental of any residence is two persons per bedroom with a window. *New 2021*
- 6) Advertising in any media, any letter or email confirming a rental of less than sixty (60) days, or the intent to rent for a period of less than sixty (60) days shall be considered a breach of this bylaw and fines shall be levied at the sole discretion of the Board. *New 2021*
- 7) The owner shall supply the property manager with the address and phone number of the tenants and the owners in order that the Board may contact them. Any changes in the owner's address must be reported to the property manager within 5 business days.
- 8) The owner shall also supply the property manager with a completed "Notice of Tenants Responsibilities, (attached hereto and available from The Company Website), within 10 days of rental of the residence and, in any event, before the rental period commences.

- 9) The owner shall supply the tenant with a copy of the current rules and regulations of Sonoma Pines. The owner is responsible for any violation of these rules and regulations by the tenant.  
*Amended 2021*

## **6 Advertising *New 2021***

- 1) No owner shall advertise a unit for rental of less than sixty (60) consecutive days or make any mention of daily or weekly rental rates in any advertisement including, but not limited to, newspapers, websites on the Internet, handbills, etc.
- 2) No owner shall affix any advertising, real estate, election, or rental signs to any common property or make them visible from any door or window except as approved and in a location approved by The Company.

## **7 Obtain Approval for Alterations to a property or common property**

- 1) An owner must obtain the written approval of The Company before making an alteration to the property that involves any of the following:
  - a) the structure of a building;
  - b) the exterior of a building including the color of the building;
  - c) chimneys, stairs, balconies, or other things attached to the exterior of a building and for multi-family homes: including planters, trellises, ornaments, or any other items;
  - d) doors, windows, or skylights on the exterior of a building;
  - e) fences, railings, screens, or similar structures that enclose a patio, balcony, or yard;
  - f) common property located within the boundaries of a lot;
  - g) those parts of the property which The Company must insure;
- 2) Owners wishing to undertake landscape alterations shall complete the "Application for Landscaping & Irrigation Alteration" form. Approval is required for all landscape alterations except replacement of shrubs, perennials, or plants as long as the replacement is listed on the Sonoma Pines recommended list.
- 3) For alterations to a property or to common property, owners shall:
  - a) Complete an "Alteration Request" as prescribed in the Rules and Regulations and shall adhere to the requirements prescribed in the Alteration Reference Table affixed to this document as an Appendix.
  - b) Obtain consent from homeowners with property immediately adjacent to the applicant which shall be required on all Alteration Requests. Should a neighbour's consent be refused, the applicant may submit the application with an explanation of the lack of consent, and the Board reserves the right to consult with the neighbour, and to either approve or disapprove the application.
  - c) Remove any alteration to a property or to common property that has not received the prior written approval of the Board shall be removed at the owner's expense if the Board orders

- that the alteration be removed. An owner who receives approval to alter a property or the common property shall be liable for all costs connected to the alteration, including the cost of repairing and maintaining the alteration and the cost of repairing and maintaining the common property or a property if such repair is required as a result of the alteration.
- 4) The owner will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits is a condition of the Board's approval.
  - 5) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:
    - a) the maintenance and repair of the alterations,
    - b) the effects on all adjacent properties or common property, and
    - c) the effects of rain, weathering, staining, and discoloration relating to the alterations.
  - 6) The Board may maintain, repair, or remove alterations to common property if in the opinion of the Board:
    - a) the alterations are not maintained or repaired,
    - b) the alterations are damaged, or
    - c) the alterations were made without the approval of the Board.
  - 7) All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the property and are the owner's responsibility.
  - 8) Upon the sale of a property, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. The Company shall have the right to inspect the property, prior to its sale, to ensure that any alterations have received the approval of the Board. Unauthorized alterations shall be removed, and the necessary repairs undertaken at the owner's cost. The Company may remove unauthorized alterations and the cost of the removal and repair shall be charged to the new owner.
  - 9) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the Board.
  - 10) The Company reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The Board may include specified supervision or inspection as a requirement of approval.
  - 11) The perimeter fence of the community shall be six-foot, black chain link with privacy slates where appropriate, excluding the golf course perimeter fencing. *(NEW April 2022)*

## **8 Permit entry to residential home**

- 1) An owner, tenant, occupant, or visitor must allow a person authorized by The Company to enter the property:
  - a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - b) at a reasonable time, on 24 hours' written notice, to inspect, repair or maintain common

property, common assets and any portions of a property that are the responsibility of The Company to repair and maintain under these bylaws.

- 2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.
- 3) If forced entry to a property is required to prevent further loss, damage or injury to persons or property, the owner of that property shall be deemed responsible for any damages incurred relating to the forced entry.

## **Division 2 – Powers and Duties of The Company**

### **9 Repair and maintenance of property by The Company**

- 1) The Company must repair and maintain the clubhouse and common property as described in the Articles of Incorporation.

### **10 Quorum Bylaw for meetings of The Company**

- 1) In order to conduct business at an Annual or Special General Meeting, at least 10% of persons holding the voting shares must be present in person or by proxy. Since each household is issued 2 voting shares (even if there is only one owner), the actual number of shares issued are 990 and thus the number required for a quorum of 10% of 990 are 99 voting shares. **New 2021**
- 2) If within 1/2 hour from the time appointed for an Annual or Special General meeting a quorum is not present, then another ½ hour will be allotted to waiting for Quorum to present itself at which time the eligible voters present in person or by proxy constitute a quorum.
- 3) The Board of The Company shall, under the exceptional circumstances as defined by the Board at its sole discretion, permit Annual or Special General Meetings to be held electronically and that The Company may, if it deems appropriate, restrict, or prohibit attendance by shareholders and all voting at such meetings may be conducted by Restricted Proxy.

## **Division 3 – Enforcement of Bylaws**

### **11 Complaints and Disciplinary Action**

- 1) Complaints to The Company by owners must be received in writing or by email and must identify the name of the complainant, which owner or address the complaint is against, the date that the offense occurred, and which bylaws or clauses of the sublease have been violated. The name of the complainant shall not be released to the offending party. **New 2021**
- 2) The Company shall notify the offending owner of the complaint and allow that owner to make a presentation to the Board regarding the offense within two weeks of the written or email receipt of the Notice of Violation. **New 2021**



3) (a) The Company shall establish a Complaints and Discipline Committee to be comprised of ~~One currently sitting Board Member, to act as Chairperson, and~~ at least one volunteer from the Single-family Homeowners and at least one volunteer from the Multi Family Homeowners, to act as members. *(New April 2022)* *(Amended Jan 2023)*

(b) Complaints to Company shall be directed to the Complaints and Discipline Committee for adjudication. *(New April 2022)* *(Amended Jan 2023)* ~~Complaints by owners must be received in writing or by email and must identify the name of the complainant, which owner or address the complaint is against, the date that the offense occurred, and which bylaws or clauses of the sublease have been violated. The name of the complainant shall not be released to the offending party. *(New April 2022)* The Complaints and Discipline Committee shall deliver a Notice of Complaint, via mail or email, notifying the offending owner of the complaint and allowing that owner to make a presentation to the Board regarding the offense within two weeks of the date of the Notice of Violation. *(New April 2022)*~~

~~Removed 3(c) and 4 as they were repetitive and addressed 11(2)~~

4) In considering any disciplinary action the Complaints and Discipline Committee shall utilize the principal of progressive discipline where owners are provided with a single warning. If the contravention continues the Complaints and Discipline Committee may levy fines in accordance with the section below detailing fines. *(New April 2022)*

5) Notwithstanding sub paragraph (5) above, at its sole discretion, where the Complaints and Discipline Committee considers the offense to be egregious, the Committee may levy the maximum fine allowable upon a first offense. *(New April 2022)*

6) A Notice of Decision from the Committee shall be delivered to the alleged offending party, via mail or email, within two weeks after the date of any hearing, and if no hearing is held, then within four weeks of the date of the original Notice of Complaint. *(New April 2022)*

7) The decision of the Committee regarding any disciplinary action is subject to appeal to the Board of Directors of the Company, upon written request made by the offending party within two weeks of the date of the Committee's Notice of Decision. If no appeal is made to the Board, then the decision of the Committee will be final. *(New April 2022)*

8) Upon receipt of a Notice of Appeal from a decision of the Complaints and Disciplinary Committee, the Board shall offer the Appellant an opportunity to be heard within two weeks of the receipt of the Notice of Appeal. *(New April 2022)*

9) A Final Notice of Decision from the Board shall be delivered to the alleged offending party, via mail or email, within two weeks after the date of any hearing, and if no hearing is held, then within four weeks of the date of the original Notice of Complaint. The decision of the Board regarding the Appeal of any disciplinary action is final and without the right of further appeal. *(New April 2022)*

## **Maximum fine**

### **12 The Company may fine an owner or tenant a maximum of:**

1) \$500.00 for each contravention of a Bylaw, Rule, or Regulation hereunder.

### 13 Continuing contravention

- 1) If an activity or lack of activity that constitutes a contravention of Bylaws, Rules or Regulations continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

### 14 Action under Default

- 1) The Company shall be entitled to take any and all action as permitted under the Sublease Agreement for breaches of these Bylaws, which continue for a period of longer than 30 days.
- 2) Video and audio recording of Board, AGM, SGM and Owner general meetings is prohibited.

## Division 4- Voluntary Dispute Resolution

### 15 Voluntary dispute resolution

- 1) A dispute among owners, tenants, The Company, or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
  - a) all the parties to the dispute consent, and
  - b) the dispute involves the services provided by The Company. *Amended 2021*
- 2) A dispute resolution committee consists of:
  - a) one owner or tenant nominated by each of the disputing parties and, where the dispute involves the services of The Company, one representative nominated by The Company and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, for a total of three members or
  - b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- 3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.
- 4) Homeowner's who either refuse to participate in voluntary dispute resolution or are dissatisfied with the outcome shall have no further recourse with respect to decisions of the Board. *New 2021*

## Division 5 - Security and Personal Information

### 16 **RFID (Radio Frequency identification) and Key Fobs** *(Amended Jan 2023)*

- 1) Access to the **community through the security gates and the** common area of the Clubhouse is controlled by use of **RFID or Key Fobs**, which may include the ability to record the time and area accessed by each **RFID/Key Fob** bearer.
  - a) The data recorded by the **RFID/Key fob** system may be used alone or in conjunction with

- audio or video recordings as evidence of rules and regulations infractions, evidence of criminal acts, or may be used as evidence to determine responsibility for injury, damage to property, or other facts at issue in Court, Arbitration or any other hearing or dispute resolution proceedings.
- b) The recordings will be stored by the digital recording device and may be saved indefinitely, transferred to permanent storage media, or overwritten as new data is stored on the device - all in accordance with the purposes of this bylaw.
  - c) Recorded data must be securely destroyed after 60 days unless:
    - i) A copy of the recording was provided to a third party, in which case it must be securely retained indefinitely; or
    - ii) The Company decides to preserve data from a specific incident or series of incidents and that decision is recorded in the minutes. Such a decision must record the period of time for which the data will be preserved.
  - d) No owners, third parties or other persons will be entitled to view or receive a copy or access data, except as contemplated by the rules and regulations or required by law.

## 16.2 Video Security Monitoring *New 2021 (Amended Jan 2023)*

- 2) The **entrance and exit gates and** the common property of The Company are subject to video security monitoring for the purpose of recording the activities of the owners, tenants, occupants, guests, and the general public. No audio recording capability is included or implemented with respect to the monitoring equipment.
  - a) Notices will be posted advising the public of ongoing video recording.
  - b) For the purposes expressed in this bylaw, **all entrance and exit gates and all** common property areas may be subject to video security monitoring in accordance with the Personal **Information** Protection Act of British Columbia.
  - c) The video security monitoring system will operate 24 hours per day, seven days per week and will be used to record all activities **at the entrance and exit gates and** in the common areas of The Company for security purposes, including without limitation, the purpose of obtaining useable evidence of illegal acts and/or infractions of the bylaws of The Company and the cause of any damage to property, or other loss or damages, including verification of identify of persons responsible and potential witnesses, and to deter misconduct.
  - d) The recordings may be used as evidence of bylaw infractions, evidence of criminal acts, or may be used as evidence to determine responsibility for injury, damage to property, **or other** facts at issue in Court, Arbitration or any other hearings or dispute resolution proceedings.
  - e) The video security monitoring recording system as outfitted from time to time will include a number of cameras and central recording system which will be kept in a secure locked location and will be password protected for access only by current members of the Board.
  - f) The **video** recordings will be stored by the digital recording device and may be saved indefinitely, transferred to permanent storage media, or overwritten as new data is stored

on the device – all in accordance with the purposes of this bylaw.

- g) **Video monitoring recordings** which **are** no longer required for any valid purposes must be securely destroyed after 1 year unless:
  - i A copy of the recording was provided to a third party, in which case it must be retained indefinitely,
  - ii The Board decides to preserve recordings from a specific incident or series of incidents and that decision is recorded in the minutes. Such a decision must record the period of time for which the recordings will be preserved.
- h) No owners, third parties or other person will be entitled to view or receive a copy of video monitoring recordings, except as contemplated by the bylaws or required by law.
- i) The Company does not guarantee that the system will be in constant use or operation, and operation of the system may be suspended or interrupted for technical reasons, or by direction of the Board.

### **16.3 Disclosure of **Video** Recordings and Access Data** *New 2021 (Amended Jan 2023)*

- 3) Video recordings and **RFID**/key fob access data collected or recorded pursuant to this division may be viewed or disclosed under the following circumstances:
  - a) Review may be conducted at any time by any current Board member in furtherance of their legitimate duties to The Company.
  - b) A copy may be made, retained, and used internally with respect to any time period, incident, or series of incidents, as directed by majority vote of the Board in furtherance of their legitimate duties to The Company as determined in the sole discretion of the Board.
  - c) Disclosure of a copy must be made pursuant to a Court Order, Subpoena, Warrant or equivalent authorization – including any valid demand for inspection or production of relevant documents pursuant to Court Rules, or Rules of Arbitration or equivalent proceedings – in accordance with the terms of the authorizing document, order, or rule.
  - d) By any person making a request to review or obtain a copy of that person's own personal information as recorded, provided that the consent of any other individuals recorded contemporaneously are obtained.
  - e) A copy may be made, kept, used and/or disclosed to a third party if the Board determines by majority vote that disclosure is consistent with the purpose of this Division, and is in the best interests of The Company or any owner or occupant.
  - f) Without limiting any of the foregoing, information, data, a recording or copy of a recording collected pursuant to this Division may be made, retained, used and/or disclosed if the Board determines by majority vote that the copying, retention, use or disclosure is necessary to preserve the interests of The Company or any owner, tenant, or occupant by advancing a criminal or regulatory complaint, a civil claim or an insurance claim.
  - g) Recordings or copies of recordings disclosed to a third party pursuant to this bylaw may be used, retained, and disclosed by other parties in accordance with their privacy policies.

- h) Any party requesting an appointment to review or copy any data or recording kept pursuant to this Division for any purpose other than a purpose of The Company is responsible to pay in advance the reasonable expenses of The Company related to that request regardless of whether the review provides the data requested or not. The Company is not required to review or copy the data or recordings if the person making the request refuses to pay the costs as outlined above, absent a Warrant, Court Order Subpoena or similar requirement binding upon The Company.
- i) A log will be kept by The Company to record any person who accesses, reviews, or copies any data or recording kept pursuant to this Division, including the date and time of access, the full name of the person accessing the data or recording, the date and time of the data or recording, the purpose of the access and whether or not a copy was obtained.

## **Division 6–Indemnity**

### **17 Indemnity**

- 1) An owner shall indemnify and save The Company harmless from the expense of any maintenance, repair or replacement rendered necessary to the common property, common assets or to any subleased land, title to which is registered in the name of The Company, by the owner’s act, omission, negligence or carelessness, or by that of an owner’s visitors, occupants, guests, employees, agents, tenants or a member of the owner’s family, but only to the extent that such expense is not reimbursed from the proceeds received by the operation of any insurance policy. In such circumstances any insurance deductible paid or payable by The Company shall be considered an expense not covered by the proceeds received by The Company as insurance coverage and will be charged to the owner. Without limiting the generality of the foregoing, owners are liable to The Company for any damage to common property, common assets or to any subleased lot as a result of:
  - 2) the malfunction of any of the following items in their subleased lot:
    - a) dishwasher;
    - b) refrigerator with ice/water dispensing capabilities;
    - c) garburator;
    - d) hot water tank;
    - e) toilets, sinks, bathtubs and, where located wholly within the subleased lot, plumbing pipes, and fixtures;
    - f) fireplaces;
    - g) anything introduced into the subleased lot by the owner;
    - h) any alterations to the subleased lot made by the owner or by prior owners;
  - 3) damage arising from a blocked drain on the deck or patio designated for the exclusive use of the owner;
  - 4) any alterations or additions to limited common property or common property undertaken by

- the owner or by prior owner(s) of the subleased lot;
- 5) any pets residing or visiting the owner's subleased lot;
  - 6) any children residing or visiting the owner's subleased lot; and
  - 7) damage arising from any attachment to the exterior of a Multi Family unit.
  - 8) each owner must have comprehensive general liability coverage on their home in the amount of at least \$2,000,000.00 per incident. Owners must provide The Company with proof of current insurance coverage upon renewal each year.

## Division 7 - Parking

### 18 Parking within Sonoma Pines is governed by the following:

- ~~1) Overnight parking on any street or roadway is prohibited with the exception of Sonoma Pines Drive excluding addresses of 3801 – 3821, 3827 – 3843, 3845 – 3867, 3869 – 3887, 3889 – 3899, 3901 – 3917 and 3970 – 3980. Parking on Sonoma Pines Drive is restricted to parking on one side of the street only, where vehicles must be moved every 48 hours. Visitor parking on side streets shall be limited to one side of the street. Amended 2021~~
- 1) Parking on Sonoma Pines Drive is restricted to parking on one side of the street only, where vehicles must be moved every 48 hours. No parking is allowed on the streets at 3801 – 3821, 3827 – 3843, 3845 – 3867, 3869 – 3887, 3889 – 3899, 3901 – 3917, and 3970 – 3980 Sonoma Pines Drive including the turnaround at the end of those streets (hammerhead). Amended January 2023
- 2) a resident or visitor shall not use any part of a lot as a parking stall other than the concrete driveway. Cars parked in the driveway must be completely within the footprint or boundary of the driveway and not extend into the neighboring driveway or roadway.
- 3) a resident or visitor must not park trucks exceeding 1 ton, campers, recreational vehicles, equipment, unlicensed vehicles, boats, trailers, or containers on concrete driveways or in visitor parking spots.
- 4) boat and recreational vehicle parking on the street is prohibited except for the purpose of loading and unloading, which will not exceed 24 hours. Parking to load, unload or clean an RV for a period not to exceed 24 hours.
- 5) Except as otherwise provided in this By-Law, no person shall stop, stand, or park a vehicle:
  - a) within 5 meters of a fire hydrant measured from a point on the curb or edge of the roadway which is closest to the fire hydrant.
  - b) within 6 meters upon the approach to a stop sign or yield sign at the side of a roadway.
  - c) adjacent to a curb painted yellow and all hammerheads (turnarounds as not designated parking). Amended January 2023
  - d) in a manner that interferes with driveway entrances or access to driveway entrances.
  - e) on the opposite side of a street from a vehicle previously parked on the street, in such a

manner to obstruct or unduly restrict the free movement of vehicular traffic on such roadway.

- f) on a roadway for the principal purpose of selling flowers, fruit, vegetables or other commodities or articles advertising, painting, wrecking, storing, or repairing a vehicle except where repairs are necessitated by an emergency.
- g) overnight on any street other than Sonoma Pines Drive.
- h) visitors shall be permitted to park their vehicle on streets within Sonoma Pines but must park on only one side of the street and the vehicle shall not be permitted to remain overnight.

~~2)6)~~        Handicapped Parking

Will be allowed by a person holding and displaying a handicapped parking permit, or a Disabled Persons' Parking Permit issued pursuant the Motor Vehicle Act including handicapped or disabled persons' parking permits issued by other jurisdictions, so long as that permit remains valid.

~~3)7)~~        Trade Vehicles

During regular business hours (8:00 am to 5:00 pm), tradesmen's trailers and trucks, landscape vehicles, moving and delivery vans may park on the street but must ensure adequate room for emergency vehicles to pass.

~~4)8)~~        Clubhouse

No parking on the driveway access to the clubhouse.

~~5)9)~~        Penalties/Removal of Vehicle

Any vehicle parked in violation of Sonoma Pines Parking By-Laws will be subject to a fine or removal by a towing company authorized by The Company and all costs associated with such removal will be charged to the owner of the lot. Following our "neighborly approach," enforcement will take place in an escalating manner:

First infraction will result in a warning being issued to the homeowner.

Second infraction will result in a fine being issued to the homeowner.

Third infraction will result in an authorization to tow the vehicle.

Where a visitor vehicle contravenes these by-laws, The Company will record the license plate and the third infraction will result in an authorization to tow the vehicle.

Infractions are to be reported in writing on the Infraction Notice when possible, including the license plate number to [sphmboard@gmail.com](mailto:sphmboard@gmail.com).

~~6)10)~~        Visitor Parking Lots

These lots are for the use of visitors to Sonoma Pines. Visitors are allowed to park cars or trucks overnight in these lots, but vehicles must be moved every 48 hours.

- i. Alvarado Trail at Sonoma Pines Drive
- ii. Serrento Lane at Sonoma Pines Drive
- iii. Candalera Lane
- iv. Two lots opposite 3970 - 3980 Sonoma Pines Drive

Note: Sonoma Pines is on Westbank First Nation land, and WFN parking regulations may also be enforced.

## **Division 8 – Small Claims *New 2021***

### **19 Small Claims *New 2021***

- 1) The Board, on behalf of The Company, may commence a proceeding under the Small Claims Act against an owner or other person to collect money owing to The Company without further authorization from the shareholders. The Board may commence the proceedings to collect monies owing to The Company for any reason, including but not limited to monies owing by an owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The Board has full authority to negotiate a settlement or discontinue or dismiss the action.
- 2) Any legal action, other than that cited in 19(1) above, shall require a three-quarter (3/4) vote of the shareholders at an Annual General Meeting or a Special General Meeting.

## **Division 9 - Insurance**

### **20 Insurance *New 2021***

- 1) An owner is deemed to be responsible for any loss or damage caused to the common property, limited common property, common assets or to any property, where the cause of such loss or damage originated within the owner's property.
- 2) An owner is also deemed to be responsible for any loss or damage to the common property, limited common property, common assets or to individual property where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, occupants or visitors and the loss or damage is not covered by any insurance policy.
- 3) If any loss or damage deemed to be the responsibility of an owner under subsection (1) and/or (2) of this bylaw results in a claim against any insurance policy held by The Company; that owner is strictly liable to reimburse The Company for the full amount of any insurance deductible, any portion of insurance coverage declined and/or any amount by which the loss or damage exceeds the insurance coverage. That owner shall indemnify and save The Company harmless for these amounts.
- 4) If any loss or damage deemed to be the responsibility of an owner under subsection (1)



and/or (2) of this bylaw does not exceed the insurance deductible for an insurance policy held by The Company; that owner is strictly liable and shall indemnify and save The Company harmless for any resulting expense for maintenance, repair or replacement rendered necessary, which it is The Company's responsibility to perform.

- 5) For the purposes of this bylaw any amount which an owner is responsible to pay shall be assessed against that owner's property and included in the statement of account for that lot in the same manner as an outstanding special levy.
- 6) All homeowners shall provide the Corporation with a copy of their home insurance policy showing proof of all risk/perils (including earthquake coverage on the structure), full replacement insurance coverage, personal liability coverage of at least \$2 million dollars and list Westbank First Nation and Sonoma Pines Homeowners Management Ltd. as "Additional Insureds" on their home upon the placement of a new policy, a change in material coverage or the renewal of an existing policy. Homeowners that rent their property shall be required to provide confirmation from their insurance company that the insurer is aware that the home is rented and has coverage that reflects that use. *(Amended January 2023)*

## Division 10 – Severability

### 21 Severability *New 2021*

- 1) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph, or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- 2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.

# Sonoma Pines Homeowners Management Limited ("The Company") Rules and Regulations

## **A Sonoma Pines ~~Lower~~ RV Storage Lots**

- 1) Management of the ~~Lower~~ RV Storage lots is the responsibility of the sublessee or The Company.
- ~~2) Only homeowners in Sonoma Pines may rent storage space in the Lower RV lot.~~
- ~~3) All vehicles stored must be owned & insured by a Sonoma Pines homeowner.~~
- ~~4) Proof of ownership and current insurance or storage insurance with liability coverage must be presented to the Board or the property manager and must be kept current.~~
- 2) No cars or motorcycles may be stored unless they are intended to be towed behind RV.
- ~~5)3) Only ~~T~~trucks intended for towing travel trailers or carrying campers, may be stored in the space with the RV unit.~~
- ~~6)4) The spaces are for motor homes, travel trailers, trailers holding recreational units, tow vehicles, fifth wheels, campers, campers on trucks and boat trailers only. All items in RV lot must have \$2,000,000 liability insurance.~~
- ~~7)5) No engine maintenance or other substantial mechanical work is permitted in the Lower RV Storage Lots.~~
- ~~8)6) The Company is not responsible for any damage to, theft of, or theft from any vehicle or item stored in the Lower RV Storage Lots.~~
- ~~9)7) The RV Storage lot ~~owner-renter~~ stores his-their unit at their own risk.~~
- ~~10)8) The Company rental fees are due and payable on the first of each month and are set on an annual basis by the Board as part of The Company annual budget.~~

## **B ~~Sonoma Pines Upper~~ RV Storage Lot**

- ~~1)9) Only homeowners of Sonoma Pines may rent storage. No "renters" of homes in Sonoma Pines may apply for storage. (Exceptions may be made by The Company Board).~~
- ~~2)10) Proof of ownership and current insurance or storage insurance with liability coverage must be presented to the Board Office. Insurance must include a minimum of \$2 million liability. Documentation must be kept current.~~
- ~~3)11) Only one space per homeowner is allowed.~~
- ~~4)12) The spaces are assigned by number, and homeowners are required to use only the space assigned to them.~~
- ~~5) No cars or motorcycles may be stored. Only trucks intended for towing or carrying campers, etc. may be stored in the space with the RV unit.~~

~~6)13) The spaces are for motor homes, travel trailers, trailers holding recreational units, tow vehicles, fifth wheels, campers, campers on trucks and boats on trailers. All items in RV lot must have \$2,000,000 liability insurance.~~

7)14) It is the homeowners' responsibility to notify The Company at the Board Office immediately of all changes of RV vehicles in their space.

~~8)15) Spaces are available on a 'first come' basis based upon the size required for your RV, e.g., a 23' RV will be waiting for a 26' space and 34' RV will be waiting for a 50' space.~~

9)16) The "Wait list" is maintained at the Board Office. Names will be listed in order of application date. Persons on the 'Wait List' will be notified when a space becomes available according to their requirements.

- a) The Person at top of list will be offered the next available spot, if not suitable that spot will be offered to the next person on the list. The person that passes on a stall will remain at the top of the list.

10)17) No Subleasing of RV spaces is allowed.

11)18) The homeowner must not store hazardous, dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods, firearms or weapons, biohazardous items, or drugs in their space.

12)19) The homeowner is responsible for any damage they cause to the Sonoma Pines RV Storage Lot. (i.e., oil stains, damage to asphalt, fence, water fixture, light poles etc.).

~~13) No maintenance or other substantial mechanical work is permitted in the Sonoma Pines RV Storage Lot. (See section 3 (5) Use of property)~~

~~14) The Company is not responsible for any damage to, theft of, or theft from any vehicle or item stored in the Sonoma Pines RV Storage Lot.~~

~~15) The homeowner stores his unit at his own risk.~~

16)20) Gates must be locked when leaving ~~The Company the~~ RV Storage Lots or when remaining on site for an extended period of time. i.e.: cleaning or stocking the RV.

17)21) The storage term is for twelve (12) months; however, the rental will continue automatically unless the renter gives The Company one month (30 days) notice in advance to terminate ~~his-the~~ contract and clear ~~his-the~~ allotted space (at ~~his-the renter's~~ expense). This allows The Company the opportunity to stop payment and will provide proper notice to the next homeowner of the available space. The rental agreement will remain in effect as long as the homeowner complies with the terms of this contract.

18)22) At the Company's discretion, termination of this contract will occur if the homeowner is in breach of any of the condition (or conditions) of this contract. Fifteen (15) days written notice will be given to the resident owner to clear ~~his-the~~ space (at ~~his the renter's~~ expense).

19)23) 26.0' spaces will be allotted to units 26.0' and shorter. 50.0' spaces will be allotted only to units over 26.0' in length. A maximum of two RV vehicles will be allowed in any 50.0' space.

The Company reserves the right to determine the length of the vehicle and assign the

appropriate space.

~~20)24) \_\_\_\_\_ Spaces are paid monthly on the first (1st) as part of the maintenance provided by The Company~~

~~21)25) \_\_\_\_\_~~ A 'key' deposit of \$20.00 is due at the time of space the Board Office for the deposit to be refunded.

~~22) \_\_\_\_\_ The Company reserves the right to revise the rental fee and Rules as deemed appropriate.~~

~~23)26) \_\_\_\_\_~~ Hours of operation are:

- a) May 1 to September 30 7:00am – 10:00pm
- b) October 1 – April 30 7:00am – 7:00pm

~~24)27) \_\_\_\_\_~~ Entering the lot outside these hours will trigger an alarm and any cost incurred will be charged to the renter.

~~C28) Applicants for RV stalls in the Upper and Lower RV Lots must sign a rental agreement through the Sonoma Pines Administration Office.~~

## **D B Landscape Regulations**

### 1) Landscaping General Maintenance

- a) The landscaping contractor provides grass cutting on lawn areas plus most pruning requirements except for trees. The contractor is responsible to weed all common areas only (parks, pathways, parking lots, boulevard, etc.). The contractor has not been contracted to weed Single Family residences or the common areas adjacent to Multi Family residences.

### 2) Trees/Conifers

- a) Willow Trees or Fruit trees are not permitted.
- b) Tree growth will not be allowed to exceed a height or width that will interfere with views, grow over driveways, roads, across walkways, block vision to roads (at intersections), interfere with infrastructure, reach the roof height and/or touch a building.
- c) Trees along the boulevard on Sonoma Pines Drive are excluded from the above.
- d) No trees may be planted except to replace a dead tree and the replacement tree must be consistent with those existing trees on the street, be on the approved list and an Application for Landscaping and Irrigation Alternation must be approved before the replacement.
- e) Cedars, Junipers, and Yews are not permitted to exceed a maximum height of 8 feet. Any cedars below 8 ft. will still be trimmed to consistency. All are pruned in the Fall.

- 3) Shrubs/Perennials/Ornamental Grasses
  - a) Most shrubs will be pruned to a maximum of 5ft. Any shrub under 5 feet will be pruned according to the species. If you are replacing a shrub or perennial with one that is on the approved list no application is required. Shrubs not on the approved list or additional shrubs etc. require an application for landscaping & irrigation alteration. Approved shrubs and perennials can be found on the Sonoma Pines website.
  - b) Perennials, shrubs, and ornamental grasses etc. in common areas (Parks, Pathways, Parking Lots, Boulevard, etc.) are the responsibility of The Company.
  - c) Cutting and pruning of all ornamental grasses in the fall of each season will be completed by landscape contractor.
  
- 4) Rock Walls
  - a) Rock walls under 4ft are an architectural feature, owners wishing to alter, modify or extend the rock wall, require Board approval. The Board may also require a geotechnical report on the proposed changes.
  - b) Any change to a rock wall requires the approval of the Board
  - c) Rock wall is over 4ft are retaining walls and any action that owners plan to repair, alter, modify, or extend the rock wall requires both engineering report and Board approval.
  - d) All repair or replacement walls must be constructed to a similar design, including the same size of rock components of the wall as was used in the original wall.
  - e) Rocks used should be Kettle Valley Granite.
  
- 5) Weeding
  - a) The landscape contractor is responsible for weed control in common areas only. (Parks, Pathways, Parking Lots, Boulevard etc.) A map of the weeded common areas will be posted on Sonoma Pines' website at the start of landscape season. Homeowners are responsible for weeding in the Personal Use Area around their home.
  - b) Homeowners are required to control weeds on their property; owners can hire private contractors of their choice to undertake their weeding.
  
- 6) Lawns & Mowing
  - a) The mowing and maintenance of all lawns and common areas of The Company is provided by the landscaping contractor. Owners are discouraged from cutting their own lawns as the landscape contractor will cut the grass on the designated day.
  - b) Homeowners are asked to remove hoses, lawn ornaments and lawn furniture from their lawns on designated mowing days, to allow landscapers to complete their mowing requirements.
  - c) All dog feces are to be removed immediately by dog owner. Otherwise, your lawn will not be mowed.

- 7) Aerating of Lawns
  - a) Aerating of lawns is prohibited as it will damage the irrigation system.
- 8) Irrigation
  - a) Multifamily homeowners shall not tamper with any part of the irrigation system including controllers in the multi-Family area. Irrigation deficiencies should be reported to the Board Office who will alert the Irrigation Committee and the Landscape Contractor.
  - b) Single family homeowners are encouraged to follow the programming suggestions from our Landscape Contractor or the Irrigation Committee to control saturation of lower grade areas.
  - c) Sonoma Pines may adjust the irrigation to adhere to local water restriction within the ability of the system.
- 9) Fertilizing
  - a) Fertilizing is the responsibility of the landscaping contractor. The Board will advise of dates when fertilization begins.
  - b) Signs will be posted when any spray application of weed control is being planned and/or in progress.
- 10) Approved Shrubs, Perennials & Trees
  - a) Only approved shrubs may be installed on the property A list of approved shrubs can be found on the Sonoma Pines website (sonomapines.info)
  - b) Application for Landscape and Irrigation
  - c) An alteration request form can be found on the website (sonomapines.info).

**Application for Landscaping and Irrigation Alteration and Neighbours' Consent**

Sonoma Pines Homeowners Management Ltd. ("Sonoma Pines")

Before completing this form, you may refer to the "Landscaping Guidelines" and the lists of recommended trees, shrubs, perennials, and plants for Sonoma Pines at [www.sonomapines.ca](http://www.sonomapines.ca). Most applications will be reviewed within 10 business days from the date received. However, some alterations may require Sonoma Pines Board of Directors approval. The Board members meet once a month so be sure to submit your application at least 2 weeks prior to the next board meeting.

**Forward** Your Application by Email: [sphmboard@gmail.com](mailto:sphmboard@gmail.com)

OR Mail or Drop off: Mail: SPHM Ltd. 3999 Sonoma Pines Drive, Westbank, BC V4T 3B8 Drop off: SonomaPines office is located in the bottom of the clubhouse

APPLICATION DATE: \_\_\_\_\_

HOMEOWNER'S NAME(S): \_\_\_\_\_

SONOMA PINES CIVIC

ADDRESS:(the "Property") \_\_\_\_\_

PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_ EMAIL: \_\_\_\_\_

- Single family home       Multiple family home

SELECT TYPE OF ALTERATION (S)

**LANDSCAPING**

**IRRIGATION**

- Replacement of shrubs, perennials, or plants with species that do not fall under the Sonoma Pines approved list.
- Addition or replacement of trees
- Addition of shrubs, perennials, or plants
- Expansion of lawn area or removal of lawn
- Other - specify

- Addition of *dripper or sprinkler head* needed
- Relocation of *dripper or sprinkle head* needed
- Removal of *dripper or sprinkler head* needed
- Other - specify

**DESCRIBE ALTERATION(S)**

- 
1. I acknowledge that if I am granted approval to alter the Property pursuant to this application that I am responsible for the care and maintenance of the approved item(s), with the exception of the lawn, and that the approved item(s) will be maintained to reflect Sonoma Pines' landscape community standards and overall appearance.
  2. I acknowledge that Sonoma Pines Homeowners Management Ltd. is not responsible for, and I agree to hold The Company harmless from, all costs, maintenance, repair and any and all legal and insurance costs that may arise from an approved alteration to the Property or the Common Property of The Company.
    - a. As this may be a modification to the existing Property the current owners and any future owners will be responsible for the maintenance, repair, and replacement of the alteration on the Property.
    - b. Any damage to the modification or existing Property now or in the future due to this alteration will be the responsibility of the owner.
    - c. All damages that may be caused to Company property during the execution of the alteration must be put back into its existing state after the alteration is completed.
  3. I acknowledge that a landscape or irrigation specialist will complete part or all approved alteration when required by The Company and at my own expense.
  4. I acknowledge that the facts and information contained in this application and supporting documents are true.
  5. I hereby apply for approval to alter the Property in accordance with the submitted documents and this application.

OWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

OWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

# Neighbours' Consent Form

If your alteration requires neighbours' written consent (see Alteration Table for details) have your neighbours sign the following and submit with your application.

NEIGHBOUR'S NAME: \_\_\_\_\_

NEIGHBOUR'S SONOMA PINES

CIVIC ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

- I am the applicant's NEIGHBOUR and OWNER of the property noted above.
- I acknowledge that I have been given details of the proposed alteration(s) to which I am giving written approval.
- Further, I understand that at any time before Approval of the application by The Company Board, I may give notice in writing to Board that this approval is withdrawn.
- I understand that I am giving my approval to the following alteration:

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OWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

OWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



# Application for Alteration

(Refer to "Alterations Reference Table" Attached)  
Sonoma Pines Homeowners Management Ltd.

For landscaping or irrigation alteration, please use the "Application for Landscaping & Irrigation Alteration" form. Before completing this form, refer to the "Alterations Reference Table" and make sure to attach the required information specific to your alteration(s). Missing information may delay review process. Most applications will be reviewed within 10 business days from the date received. However, some alterations may require The Company's approval. Board members meet once a month so be sure to submit your application at least 2 weeks prior to the next Board meeting. FORWARD your application:

By Email: [sphmboard@gmail.com](mailto:sphmboard@gmail.com)

Or By Mail: SPHM Ltd. 3999 Sonoma Pines Drive, Westbank, BC V4T 3B8

Or drop off: Sonoma Pines office is located in the bottom of the clubhouse

APPLICATION DATE: \_\_\_\_\_  Single family home  Multiple family home

HOMEOWNER'S NAME (S): \_\_\_\_\_

SONOMA PINES CIVIC ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**SELECT ALTERATION(S) TYPE – the number beside each item corresponds to the number on the AR Reference Table**

- |                                              |                                          |                                           |                                             |                                             |
|----------------------------------------------|------------------------------------------|-------------------------------------------|---------------------------------------------|---------------------------------------------|
| <input type="checkbox"/> Arbor (1)           | <input type="checkbox"/> Door Window (6) | <input type="checkbox"/> Hot tub (9)      | <input type="checkbox"/> Patio (5)          | <input type="checkbox"/> Solar Tube (3)     |
| <input type="checkbox"/> Awning (2)          | <input type="checkbox"/> Driveway (4)    | <input type="checkbox"/> Indoor Reno 10   | <input type="checkbox"/> Pergola (1)        | <input type="checkbox"/> Walkway (4)        |
| <input type="checkbox"/> Concrete (4)        | <input type="checkbox"/> Enclosure (7)   | <input type="checkbox"/> Netting (Golf) 8 | <input type="checkbox"/> Railing (7)        | <input type="checkbox"/> Window (6)         |
| <input type="checkbox"/> Deck (5)            | <input type="checkbox"/> Fascia (12)     | <input type="checkbox"/> Maintenance 12   | <input type="checkbox"/> Retaining Wall (4) | <input type="checkbox"/> Device-specify 3   |
| <input type="checkbox"/> Divider/Trellis (7) | <input type="checkbox"/> Fence (7)       | <input type="checkbox"/> Ornamental (13)  | <input type="checkbox"/> Satellite Dish (3) | <input type="checkbox"/> Misc.-specify (14) |
| <input type="checkbox"/> Door (6)            | <input type="checkbox"/> Gate (7)        | <input type="checkbox"/> Screen/Shade (2) | _____                                       |                                             |

**DESCRIBE ALTERATIONS :**

1. I acknowledge that if I am granted approval to alter my lot pursuant to this application that I am responsible for compliance with the current edition of the BC Building Code, Westbank First Nation Building law and any other applicable enactment, code, regulation or standard relating to the work required to complete an approved alteration, whether or not the work is undertaken by me or by those whom I may employ to design, build or install any or all part of the alteration.
2. I acknowledge that the Sonoma Pines Homeowners Management Ltd. is further absolved from all costs, maintenance, repair and any and all legal and insurance costs that may arise from an approved alteration to the Property and Common Property of The Company.
  - a) As this may be a modification to the existing property the current owners and any future owners will be responsible for the maintenance and structure of the alteration.
  - b) Any damage to the modification or existing property now or in the future due to this alteration will be the responsibility of the owner.
  - c) All damages that may be caused to Company property during the execution of the alteration must be put back into their existing state after the alteration is completed.
3. I acknowledge that a certified/licensed professional will complete part or all approved alteration when required by The Company and at my own expense.
4. I acknowledge that I, or a licensed contractor will obtain all necessary permits or licenses at my expense prior to commencing an approved alteration.
5. I acknowledge, that if improper installation of any devices on my multi-family home had consequences to void any warranties on that multi-family building, that I will be responsible for the cost of repair or replacement of any damages to that multi-family building that would otherwise have been covered under warranty.
6. I acknowledge that the facts and information contained in this application and supporting documents are true.
7. I hereby apply for approval to alter my lot in accordance with the submitted documents and this application.

OWNER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

OWNER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

# NOTICE OF TENANT'S RESPONSIBILITIES

Street Address of Rental Property .....

.....

Name(s) of tenant(s) .....

.....

Tenancy commencing..... [month day, year].

Tenants Phone(s) .....

## IMPORTANT NOTICE TO TENANTS:

1. Under the Bylaws of Sonoma Pines Homeowners Management Ltd. ("The Company"), a tenant in a residential unit must comply with the bylaws and rules of The Company that are in force from time to time (current bylaws and rules attached).
2. The Company may change the current bylaws and rules, and if they are changed, the tenant must comply with the changed bylaws and rules.
3. If a tenant or occupant of the residential unit, or a person visiting the tenant or admitted by the tenant for any reason, contravenes a bylaw or rule, the tenant is responsible and may be subject to penalties, including fines, denial of access to recreational facilities, and if The Company incurs costs for remedying a contravention, payment of those costs.

Date .....[month day, year].

Signature of Landlord, or Agent of Landlord .....

Address of landlord, or agent of landlord: .....

I/We, the Tenant(s) acknowledge receipt of this notice and agree to the terms hereof.

Date .....[month day, year].

Signature of Tenant .....

Signature of Tenant .....

**This form to be completed and delivered to The Company on the earlier of:**

- **days after the Rental Agreement is signed, or,**
- **the commencement date of the rental period.**

The personal information requested and subsequently provided in this document is for the purpose of communicating with tenants and owners, ensuring the orderly management of The Company, and complying with legal requirements.

## ALTERATIONS REFERENCE TABLE

Whether you are a Single or Multi-Family homeowner, in many instances you are required to obtain written approval before altering property. The approval process is necessary “*to protect and retain the uniform and prestigious look that inspired us to purchase in the first place.*” We are aware that standards have evolved through out the community with each new phase. A “uniform” look does not mean that all residences will be subjected to the same exact standards; however, the alteration will have to marry the overall look and current safety standards. In general terms: our homes and landscape must be maintained so that they do not substantially depreciate the value of other land and buildings in the vicinity.

To apply, complete an “Application for Alteration.” The form can be access at: [www.sonomapines.info](http://www.sonomapines.info) under the tab “Alterations.” Make sure to include all drawings, backup documents/information as listed on this table.

If alteration is to impact the irrigation system or landscape, make sure to obtain a separate approval by completing an “Application for Landscaping & Irrigation Alteration.”

Please note that this table is a general guide. Additional information may be required and requirements, not listed below, taken into consideration during approval process.

Alteration approvals are valid for 12 months and the alteration, once work has commenced, must be completed within 90 days.

Regarding insurance, it must be noted that in most cases, upgrades or alterations to a multi-family home undertaken by an owner are not covered under the SPHM Ltd. property insurance. Not all types of indoor renovations require approval, however, SPHM Ltd. must be notified by email of any substantial upgrades by homeowners through our property manager. Multi-family homeowners will have to look to his/her own insurance policy for coverage of the upgrades or alterations. For questions regarding your insurance coverage, please contact your insurance agent.

Before applying, here are few points to consider for any alterations:

1. Alteration must meet the current community standards, design, and architecture.
2. Alteration must not interfere with landscape maintenance or potentially increase landscape maintenance cost.
3. Alteration must not interfere with neighbours’ view or enjoyment of their property.
4. Some alterations may require that you obtain a building permit from the Westbank First Nation or other authority. It is the homeowner’s responsibility to find out what permits, or licenses are required AND to obtain them before starting any approved alteration.
5. Please note that all alterations will also be subjected to Sonoma Pines current maintenance standards.
6. If alteration is to be completed by a hired contractor on “common property” or the exterior of a “multi-family home,” homeowners will be required, before commencing work, to provide SPHM with contractor’s proof of liability insurance for a minimum of \$2,000,000 dollar. Single Family homeowners should for their own protection, ask contractors to show their insurance liability policy before starting work on their home.

1. Arbor – Gazebo – Cedar Pergola & Wood Accents	
<p><b>Arbor</b></p> <ul style="list-style-type: none"> <li>■ Location of arbor on lawn, must allow for at least 50 inches of clearance on grass area so a riding mower can pass through with ease.</li> <li>■ Location of arbor must not be in the way of irrigation sprinklers or landscape maintenance crew.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Provide picture of arbor and specify material and dimensions including height.</li> <li>✓ Specify type of anchor.</li> <li>✓ Attach pictures where arbor is to be installed, with your house in the background including a picture from a distance, showing neighbors' houses on both sides.</li> </ul>
<p><b>Gazebo</b></p> <p>□ Gazebos (permanent or freestanding) <b>are NOT allowed.</b></p>	
<p><b>Cedar Pergola &amp; Wood Accents</b></p> <ul style="list-style-type: none"> <li>■ Pergola and Arbor may require written approval from neighbours who may be affected by the alteration.</li> <li>■ Before applying, contact <b>BC One Call</b> at 1-800-474-6886 and <b>Corix</b> at 250-712-7273 or 1-866-457-7273 to establish what underground utilities are buried in or near the future dig site. (See footnote #1 at the end of the document for more details.)</li> <li>■ Pergola must be of appropriate size for the chosen area.</li> <li>■ Pergola must be 9 feet total height; 55 inches to top of lattice section. Made of 6" x 6" cedar material, stained with Mesmer's UV Plus stain in "Natural Redwood"</li> <li>■ No pergola or arbor meant to hide mechanical or electrical units will be allowed, as these units must be easily accessible at all times.</li> <li>■ Further addition of wood accent above garage door <b>is NOT allowed.</b></li> </ul>	<ul style="list-style-type: none"> <li>✓ Provide plan or sketches showing proposed changes including dimensions.</li> <li>✓ Attach pictures of your house where the pergola is to be installed, including a picture from a distance, showing neighbors' houses on both sides.</li> <li>✓ Attach neighbours' written consent.</li> </ul>

## 2. Awning – Outdoor Shades – Privacy Screens

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| <ul style="list-style-type: none"> <li>❑ Fabric colour must be approved by the Board and compliment your house colour and its appearance, and the quality must match current community standards.</li> <li>❑ Awnings vary in quality. In order to maintain a uniform look throughout the community and to prevent replacement of hardware which would require new perforations into the stucco each time; your awning, sunshade or privacy screen must be a new installation (used is not acceptable) and your choice of awning must come with a 10-year warranty against fading, rot and mildew on fabric, and a 10-year warranty on hardware. The hardware must be either black or beige.</li> <li>❑ Awnings, shade, or screen must be of appropriate size for the chosen area. Sunshades or privacy screens shall only be approved for side installations and are not approved for installations along the length of the deck or patio or directly facing a roadway. Awnings cannot be to be lowered less than four feet from the surface below the awning. Awnings, sunscreens, or privacy screens shall not be used to enclose a deck or patio.</li> <li>❑ Accordion style awning, shade and privacy screen require written notice to the neighbours affected by the alteration.</li> <li>❑ Privacy screen must be retractable and must be installed in channels anchored to the wall.</li> <li>❑ When open, awning must not interfere with neighbours' view or obstruct landscaping maintenance crew.</li> <li>❑ Must be professionally installed.</li> </ul> | <ul style="list-style-type: none"> <li>✓ Provide fabric sample</li> <li>✓ Include brochure or info with dimensions and rolling mechanism.</li> <li>✓ Specify where the awning is to be attached . e.g., wall, roof, soffit, fascia, or pergola.</li> <li>✓ Attach pictures of your house where item is to be installed, including a picture from a distance, showing neighbours' houses on both sides.</li> <li>✓ Attach neighbours' written acknowledgement if applicable.</li> <li>✓ Provide name of the company of their liability insurance.</li> </ul> |
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<p><b>3. Devices</b> Any addition that would affect the outside of the building Such as <u>Satellite Dish, air-conditioner, electrical or gas devices, fan, light, solar tube, solar panel, vent, fireplace...etc</u></p>	
<ul style="list-style-type: none"> <li>■ Devices MUST be professionally installed.</li> <li>■ May require inspection by a certified building/gas/electrical inspector.</li> <li>■ If <u>improper</u> installation of any devices on the owner's MF home had consequences to void any warranties on that MF home - the homeowner would be responsible for the cost of repair or replacement of any damages to that multi-family building that otherwise would have been covered under warranty.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Include brochure or info on the device, including dimensions and specifications.</li> <li>✓ Attach pictures from the inside of the house, and from the outside of the house where the device is to be installed. For example: for a fireplace you would provide a picture of its placement in the room and a picture of the outside wall from a distance, where the chimney will be located.</li> <li>✓ Provide name of the company who will complete the installation and copy of their liability insurance.</li> </ul>
<p><b>Satellite Dish</b></p> <ul style="list-style-type: none"> <li>■ Satellite dish must be 24 inches or less in diameter.</li> <li>■ Professionally installed on either the roof or a wall (no dish off deck, pergola or balcony allowed).</li> <li>■ Dish must not obstruct landscaping maintenance crew</li> </ul>	<ul style="list-style-type: none"> <li>✓ Attach brochure or info on satellite dish.</li> <li>✓ Attach pictures where satellite dish is to be installed, including a picture of your house and satellite proposed location from a distance, showing neighbors' houses on both sides.</li> <li>✓ Provide name of satellite dish provider and installer and attach copy of their liability insurance.</li> </ul>
<p><b>Solar Tube</b></p> <ul style="list-style-type: none"> <li>■ Solar tubes must be professionally installed and have at least a 10-year warranty. The installer MUST tie in the flashing for the Solar tube in order for the 10-year workmanship warranty on the roof to remain valid.</li> <li>■ Solar tubes equipped with a night lighting system are <b>NOT allowed</b>.</li> <li>■ Madge Contracting Ltd who provides a 10-year workmanship warranty on Sonoma Pines roofing had the opportunity to inspect installation of solar tubes, from and by the Solar Centre in Kelowna and had no concerns with the installation. If a homeowner chooses to purchase from another supplier, the Board may require a post installation by Madge Contracting at the homeowner's expense.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Attach brochure or info on solar tube.</li> <li>✓ Attach pictures where solar tube is to be installed, including a picture of your house and solar tube proposed location from a distance, showing neighbors' houses on both sides and above if applicable.</li> <li>✓ Provide name of solar tube provider and installer and attach copy of contractor's liability insurance.</li> </ul>

**4. Driveway, concrete pad, walkway & retaining wall**

Extension or removal of concrete. Addition or removal of paving stones or retaining rocks. For Maintenance see number (12).

<ul style="list-style-type: none"> <li>■ Concrete work will have to be done professionally and engineered correctly for sloping as not to affect any part of the home construction and/or create water retention in any part of Sonoma Pines property.</li> <li>■ Concrete work must be broom finished.</li> <li>■ Retaining wall must be professionally installed.</li> <li>■ Rocks used in later phases and approved for Sonoma Pines are Kettle Valley granite (from Kelowna Sand &amp; Gravel) and were installed by Rustad and Sons.</li> <li>■ Interlocking paving stones must be laid over compacted sand base and match, in size and colour, existing paving stones.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Provide sketches, plans, and specify location and dimensions.</li> <li>✓ Attach pictures of the area where proposed changes are to be done.</li> <li>✓ If applicable, include paving stones and retaining rock specifications you are planning to use.</li> <li>✓ If alteration is to impact the irrigation system or landscape, complete and attach an "Application for Landscaping &amp; Irrigation Alteration"</li> </ul>
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**5. Deck & Patio** (Extension and/or Remodeling) For Maintenance see number (12).

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| <ul style="list-style-type: none"> <li>■ For deck or patio extension you must obtain written approval from neighbours who may be affected by the alteration.</li> <li>■ Before applying, contact <b>BC One Call</b> at 1-800-474- 6886 and <b>Corix</b> at 250-712-7273 or 1-866-457-7273 to establish what underground utilities are buried in or near the future dig site. (See footnote #1 at the end of the document for more details.)</li> <li>■ For deck extension, a certified/licensed contractor should execute the work. If you choose to use a non-certified/licensed contractor, you will have to pay for two building inspections: one before closing of the deck and one after completion.</li> <li>■ Cantilevered (deck beam anchored at one end) can only be extended to a maximum of 2 feet.</li> <li>■ Concrete work will have to be done professionally and engineered correctly for sloping as not to affect any part of the home construction and/or create water retention in any part of Sonoma Pines property.</li> <li>■ Concrete patio must be done with reinforcing steel and be broom finished.</li> <li>■ Interlocking paving stones for patio must be laid over compacted sand base and match, in size and colour, existing paving stones.</li> <li>■ You may be required to obtain a building engineer assessment prior to approval.</li> <li>■ Acceptable deck covers are:             <ul style="list-style-type: none"> <li>- <del>65 mil Eurodek Plus</del> <b>65-mil DeckRite Sahara Brown (or equivalent)</b> vinyl decking with non-woven polyester backing or its equivalent.</li> <li>- Aggregate, or tile deck cover require that the deck be custom engineered with heavier joists to accommodate for the extra weight. So, to change from vinyl to tile or aggregate will require significant structural changes and the involvement of a structural and geotechnical engineers might be required.</li> </ul> </li> <li>■ Deck railing must be black aluminum picket, black-framed glass or black topless glass hardware. Height must follow BC Building Code. Sonoma Pines supplier was Duradek from Kelowna.</li> <li>■ Topless Glass Railings (August 31, 2016) According to Grant Trask, Senior Building Inspector for WFN a building permit is not required for a railing replacement.</li> <li>■ If a single-family homeowner plans to install a topless</li> </ul> | <ul style="list-style-type: none"> <li>✓ Attach pictures of the deck or patio including a picture from a distance, showing neighbors' houses on both sides.</li> <li>✓ Provide sketches, plans with external dimensions.</li> <li>✓ If applicable, specify type of railing and deck material to be used, attach brochure/info.</li> <li>✓ If applicable, include paving stones specifications e.g., make/distributor, size, and dimensions.</li> <li>✓ Specify precautions you intend to take to protect any existing drains, pipes or any other part of the house that may be affected by the changes.</li> <li>✓ Attach neighbours' written consent.</li> <li>✓ Provide name of the contractor who will be hired to complete the alteration and attach copy of contractor's liability insurance.</li> </ul> |
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<p>glass railing it is the homeowner’s responsibility to ensure that the railing is adequately engineered to meet the current building code.</p> <ul style="list-style-type: none"> <li>■ In the case of an installation in a multi-family home SPHOM requires a full professional engineer design, that meets the BC building code submitted as part of the alteration process.</li> <li>■ In case of railing replacement, adequate waterproofing of previous insertion points must be done i.e., meet BC Building codes.</li> </ul>	
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**6. Door & Window** (Addition, modification, or replacement)

<p>Doors and windows must match current community standards.</p> <ul style="list-style-type: none"> <li>- <b>Window &amp; sliding patio door</b> must be in vinyl, beige colour inside &amp; outside. Starline Windows manufactured Sonoma Pines original doors (250) 765-6334.</li> <li>- <b>Exterior door opening onto deck or patio;</b> beige solid-core metal clad exterior. Built-in mini- blinds inside glass exterior door acceptable. Sonoma Pines’ supplier was KPD Kelowna Prehung Doors.</li> <li>- <b>Front door:</b> beige solid-core metal clad exterior doors with or without clear transoms, with or without sidelights. Sidelights can be in frosted (opaque) or specialty glass. <u>Front door and trim color – Sherwin-Williams – Sonoma Door and Trim (K38WQ8951) or equivalent.</u></li> <li>- <b>Garage door:</b> 7 feet high, solid-core 4 panel steel clad R12 insulated door with twin-sealed clear windows. Doors are manufactured by Steel-Craft and the colour for Sonoma Pines is “Sandstone”- Supplier was Legacy Doors (250) 979-0090.</li> <li>- <b>Storm door:</b> choose a door that has a limited lifetime warranty. It is advisable to choose the same brand as your front door, so it matches the design and fits properly over the threshold. Doorfinish must match exterior door and frame colour. Certain styles allowed are... (to be decided by <del>council</del> <u>Board through Alteration Request process</u>).</li> <li>- <b>Retractable Screen door:</b> no approval is required; however, screen frame must match door trimcolour.</li> <li>■ For <u>addition</u> of exterior door or window to the building, prior building engineer assessment may be required.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Include brochure or info on window or door, hardware, and exact specifications.</li> <li>✓ Attach pictures of the door or window to be modified or replaced including a picture of your house from a distance, showing the door or window in question, with your neighbours’ house on both sides.</li> <li>✓ If adding a door or window, attach pictures where the opening will be, including pictures showing the view from the opening.</li> <li>✓ Where applicable, provide name of the company who will complete the installation and attach copy of contractor’s liability insurance.</li> <li>✓ If applicable, attach neighbours’ written consent.</li> <li>✓ For window, garage, or door replacement, please explain why it needs to be replaced, as cost may fall under SPHM’s responsibility.</li> </ul>
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- If you are adding an exterior door or window, a certified/licensed professional must do the installation.
- If you are adding a door or a window, you must obtain written consent from neighbours who may be affected by the alteration.
- ***Adding window to exterior door;*** If your request is to add a window to an existing door, window must be no bigger than the door upper panel.

## 7. Fence, Railing, Enclosure, Divider, Trellis, Gate

<ul style="list-style-type: none"> <li>■ Before applying, contact <b>BC One Call</b> at 1-800-474- 6886 and <b>Corix</b> at 250-712-7273 or 1-866-457-7273 to establish what underground utilities are buried in or near the future dig site. (See footnote #1 at the end of the document for more details.)</li> <li>■ You may need to obtain neighbours’ written consent.</li> <li>■ <u>Material for fence, railing, enclosure, or gate would have to be black aluminum and match current railings and/or made of stucco walls. Duradek from Kelowna supplied Sonoma Pines standard railings.</u></li> <li>■ <u>Fence stain is Sherwin-Williams – Sonoma Fence (A15TQ8054) or equivalent.</u></li> <li>■ Preferred material for dividers is cedar and would have to match current stain on pergola and woodtrims.</li> <li>■ <u>Posts should be 6”x6” cedar material stained with Mesmer’s UV Plus stain in “Natural Redwood”.</u></li> <li>■ A certified/licensed contractor must be hired for stucco wall enclosure. <del>Must be Acrylic Stucco and match your house colour. Sonoma Pines stucco is made by Dryvit and can be found at Winroc. Colours are: Cockatoo (gold), Sonoma Red (red), Northwest Trail Green (green), Treasure Chest (dark brown), Queensland Walnut (light</del></li> <li>■ <del>_____</del></li> <li>■ In case of railing replacement, adequate waterproofing of previous insertion points must be done i.e., meet BC building codes.</li> <li>■ No trellis or divider meant to hide mechanical or electrical units will be allowed, as these units must remain easily accessible at all times.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Provide plan or sketches showing proposed changes including dimensions.</li> <li>✓ Include brochure or info regarding the fixture in questions including specifications: colour, dimensions, etc...</li> <li>✓ Attach pictures of your house where fixture is to be installed, including a picture from a distance, showing neighbors’ houses on both sides.</li> <li>✓ If applicable, attach neighbours’ written consent.</li> <li>✓ <u>If applicable, provide name of the contractor who will be hired to complete the alteration and copy of their liability insurance.</u></li> <li>✓ <u>If applicable, contractor must provide WorkSafeBC Clearance letter.</u></li> </ul>
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## 8. Golf Ball Netting

<ul style="list-style-type: none"> <li>■ Netting must be a protective netting designed for golf course fairway homes.</li> <li>■ Professionally installed.</li> <li>■ May require neighbours’ written consent.</li> <li>■ Must be installed on Sonoma Pines property with no overlap on golf course property, legal survey may be required.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Attach brochure/pictures of netting to be purchased.</li> <li>✓ Attach pictures where netting is to be installed, including a picture of your house and netting proposed location from a distance, showing neighbors’ houses on both sides. Provide name of provider and installer and copy of their liability insurance.</li> <li>✓ <u>Contractor must provide WorkSafeBC Clearance letter.</u></li> <li>✓ If netting is to affect neighbours’ view, attach neighbours’ written consent.</li> </ul>
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## 9. Hot Tub

<ul style="list-style-type: none"> <li>■ Hot tubs on decks <b>are NOT allowed.</b></li> <li>■ Hot tub should fit into your patio and not overwhelm it.</li> <li>■ No permit from WFN is required for hot tub installation at ground level.</li> <li>■ Hot tub at ground level must be set on a concrete or paving stone base.</li> <li>■ If 220 Volt is required and wiring is not already in place; electrical outlet will have to be installed by a licensed electrician.</li> <li>■ For gas operated hot tub, plumbing and installation will also have to be done by a licensed plumber/gas fitter (Class A).</li> <li>■ Hot tub must have a lockable cover.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Attach brochure/pictures of hot tub and specifications i.e., dimensions, weight (dry and filled), water and occupant capacity, operating voltage and gas or electrical heating.</li> <li>✓ Specify patio dimensions where hot tub will be located.</li> <li>✓ Attach pictures where hot tub is to be installed, including a picture of your house from a distance, showing neighbors' houses on both sides.</li> <li>✓ If concrete or paving stone base must be built, see section under "Driveway" and make sure to include tub manufacturer standards for base preparation.</li> <li>✓ Electrician/company name that will do the wiring if applicable and copy of their liability insurance.</li> <li>✓ For gas operated hot tub: company name who will do the gas fitting and installation and copy of their liability insurance.</li> <li>✓ <u>If applicable, contractor must provide WorkSafeBC Clearance letter.</u></li> </ul>
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## 10. Indoor Renovations

For Multi-Family homes approval from the Board is required for the following indoor renovations:

- Part of the renovation is structural in nature. For example, knocking down of a wall, adding a window...etc
- Part of the renovation involves altering the exterior of the building, as would the addition of a solar tube, air vent, fireplace etc.

Please be reminded that renovations not requiring approval must be reported to SPHM Ltd. by email to: SPHMBoard@gmail.com

## 11. Landscaping & Irrigation

<ul style="list-style-type: none"> <li>■ Please refer to the "Landscape Guidelines" for more details.</li> <li>■ Changes to the irrigation system may require to be done by a landscaping/irrigation contractor.</li> </ul>	<p>No approval is required to <u>replace</u> or <u>switch</u> shrubs, perennials, or plants around as long as the replacement is on the Sonoma Pines recommended list.</p> <p>For all other landscape alterations, you will need to complete and "<i>Application for Landscaping and Irrigation Alteration.</i>"</p> <ul style="list-style-type: none"> <li>✓ When possible, provide sketches showing proposed changes including dimensions.</li> <li>✓ Attach pictures of the area to be modified and pictures from a distance with your house including neighbours' homes.</li> <li>✓ Indicate where sprinkler heads (if any) are located in the area in question.</li> </ul>
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## 12. Maintenance

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| <ul style="list-style-type: none"> <li>• All repainting requires use of original colour and product. General Paint has all Sonoma Pines paint codes and specs on file and offers a discount to Sonoma Pines owners as well.</li> <li>• Repainting of stucco is to be done in a way that the overall appearance is maintained and uniform. Sonoma Pines stucco is made by Dryvit. <del>and can be found at Winroc. Sherwin Williams (or equivalent)</del><br/>Colours are: <del>7756N Cockatoo (gold), 7856A Sonoma Red (red), 8686N Northwest Trail Green (green), 8296N Treasure Chest (dark brown), 8246N Queensland Walnut (light brown).</del> <ul style="list-style-type: none"> <li>• <u>7756N Cockatoo (gold): Product A06TQ8354: Demandit Batch# 23333 – Sandpebble NT Batch# 23336</u></li> <li>• <u>7856A Sonoma-Tomahawk (red): Product A06TQ8354: Demandit Batch# 23334 - Sandpebble NT Batch# 23335</u></li> <li>• <u>8686N Northwest Trail Green (green): Product A06TQ8354: Demandit Batch# 23332- Sandpebble NT Batch# 23332</u></li> <li>• <u>8296N Treasure Chest (dark brown): Product A06TQ8354: Demandit Batch# 23330 - Sandpebble NT Batch# 23337</u></li> <li>• <u>8246N Queensland Walnut (light brown): Product A06TQ8354: Demandit Batch# 23331 - Sandpebble NT Batch# 2338</u></li> </ul> </li> <li>• Exterior Door &amp; Trim Color: <b>Sonoma Door and Trim</b></li> <li>• Weathered <i>fascia</i> can be replaced with black aluminum and must be done professionally. OR stacked fascia can be sanded down then repainted with Primed black and Cloverdale WeatherOne “Covercoat” in black.</li> <li>• Repair of cracks in driveway and concrete pad may require inspection before approval so please contact SPHM before engaging in any concrete repairs.</li> <li>• <b>Roofing</b> repairs are to be completed with Asphalt shingle roofing – IKO “Cambridge” series in colour “Dual Black.”</li> <li>• Repairs or replacement of <i>soffits &amp; gutters</i> must meet current standards: Fascia gutters are 5” (colour: black). Down pipes are 4” (colour: sandstone) and vented aluminum soffit around eaves and under</li> </ul> | <ul style="list-style-type: none"> <li>• Single-Family homeowners are responsible for the maintenance on their property, at their own expense and subject to the same standards set for Sonoma Pines. No approval required <u>except</u> for concrete maintenance.</li> <li>• Single <u>and</u> Multi-Family homeowners will need to submit an Application for Alteration before commencing concrete repairs or replace concrete. Concrete issues are more complex, and solutions may vary. It is important that SPHM be notified via the Application so they can provide homeowners with the best possible solution.</li> <li>• For Multi-Family homeowners, items requiring attention will be identified by the Maintenance Committee and placed on a priority list. Repair work and expenses will be looked after by SPHM, unless of course, the item is as a result of an alteration. In that case, the multi-Family homeowner is responsible for its upkeep same as a single-family homeowner. For example: if a pergola was built by the builder and included in the <u>original</u> buyer’s purchase price, then SPHM is responsible to maintain it. If the pergola was added later on, the multi-Family homeowner is then responsible.</li> <li>• Multi-family homeowners are required to submit an Application for Alteration regarding roofing, fascias or stucco maintenance since those items are likely to affect more than one residence.</li> <li>• For all other general maintenance, homeowners do not need approval. However, homeowners will be expected to use the original colour, type of material and the final result will have to match the overall appearance of the community. If standards are not met, you may be required to redo the work or even have to pay for a contractor to re-do the work.</li> </ul> |
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decks (colour: sandstone).

- Re-staining of cedar accents above garages & windows and on pergolas & arbors must be done with Mesmer's UV Plus stain in "Natural Redwood" and a cleaner and brightener must be applied and rinsed before re-staining, at least for now. The Maintenance Committee is looking into other products that will eliminate the prep time. We will keep you posted.

### 13. Ornamental

<ul style="list-style-type: none"> <li>■ Except for hummingbird feeders, seed bird feeders and birdhouses <b>are NOT allowed.</b></li> <li>■ Wind chimes <b>are NOT allowed.</b></li> <li>■ House numbers cannot be altered or changed.</li> <li>■ Installation of a water feature on any outside walls or any part of the outside structure such as wall mounted water fountain, flower box...etc, <b>is NOT allowed.</b></li> <li>■ Stand-alone fountains (non permanent) are permitted but must be set far enough that splashing water cannot reach any stucco, metal, or wood structures. Accepted hours of operation for the water pump are between 7 a.m. and 11:00 p.m.</li> <li>■ House or garden ornaments must be tasteful and not overwhelm the space. Best practice would be to ask your neighbours for their feedback. Please keep in mind that damages caused to the structure like discoloration or holes in the acrylic stucco will be the homeowners' responsibility to repair.</li> <li>■ Flagpoles (stand alone or hanging off a balcony at an angle) <b>are NOT allowed.</b></li> </ul>	<ul style="list-style-type: none"> <li>✓ You do not need to submit an Application for Alteration, however, if guidelines are not followed, you may be asked to remove the items in question and to return the site to its original state at your own expense.</li> <li>✓ When in doubt, please feel free to submit an Application for Alteration.</li> </ul>
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### 14. Miscellaneous items

<ul style="list-style-type: none"> <li>■ Requirements may vary.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Include brochure or info on proposed changes.</li> <li>✓ Attach pictures and other pertinent information that can assist in decision-making.</li> </ul>
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**Note #1**

**BC One Call** is a free service, and their responsibility is to request service plans of your residence on your behalf from service providers such as BC Hydro, Fortis BC, WFN and others when applicable. Each service provider will reply to the homeowner via email within (3) business days with plans/drawings showing locations of cables, lines, pipes etc... and provide homeowner with a list of instructions. Service providers cannot guarantee the location of the underground installation as shown on the plans/drawings. The exact location must be proven by hand digging prior to excavating. Ultimately, the contractor remains responsible for locating the facilities in the work site before starting to excavate or drill.

**Corix** is not a member of BC One Call at this time so you will have to contact them separately by phone, fax, or email. A customer care representative will then place a "service order" and someone will get back to you within a few days. Toll-Free: **1-866-457-7273** From Kelowna: **250-712-7273** Fax: **250-763-3783**  
 Email: [customercare@corix.com](mailto:customercare@corix.com)