



# **SCHEDULE E SONOMA PINES BYLAWS AMENDED – APRIL 2024**

## **DIVISION SUMMARY**

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### **DIVISION 1 – Duties of Homeowners, Tenants, Occupants, and Visitors**

#### **1. Payment of Homeowner Fees**

- 1) A homeowner must pay the homeowner's fees on or before the first day of the month to which the homeowner's fees relate. If a homeowner fails to pay the homeowner's fees at the required time, Sonoma Pines Homeowners Management Ltd. ("The Company") shall charge interest at a 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 homeowner to The Company. If a homeowner 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, 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 Homeowner**

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

- 3) All homeowners are required to maintain exterior stucco colour, accents, door trim and fascia boards to original colour codes (available at Sonoma Pines Info). Single family homeowners are required to refurbish the stucco and fascia 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 homeowners 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 Bylaws. Costs of repairs or insurance deductibles will be charged back to a homeowner, tenant, occupant, or visitor who is responsible for the damage. *(Amended April 2024)*

### 3. Use of Property

- 1) A homeowner, 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. *(Amended April 2024)*
- 2) A homeowner, 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 Bylaws.
- 3) A homeowner, tenant, occupant, or visitor must ensure that all animals are leashed or otherwise under control on all properties at all times. A homeowner, tenant, occupant, or visitor must ensure that pet excrement is removed and cleaned immediately from all property, and that all pet waste is deposited of in the appropriate receptacles on common property. *(Amended Jan 2023) (Amended April 2024)*
- 4) A homeowner, tenant, occupant, or visitor must not keep any pets on a lot other than then following:
  - a) a reasonable number of fish or no more than two small aquarium animals;
  - b) no more than two small, caged animals;
  - c) no more than two caged birds;
  - d) no more than two dogs or no more than two cats or no more than one cat and one dog;
  - e) any animal considered dangerous by the Company, in its sole discretion, shall be removed from the property immediately;
  - f) snakes shall not be kept or permitted on the property.
- 5) A homeowner, tenant, occupant, or visitor must not conduct any major repairs or maintenance of motor vehicles or trailers or other mechanical equipment on Sonoma Pines property. *(Amended April 2024)*
- 6) A homeowners, tenant, occupant, or visitor must not have garbage, recycling bins, or yard waste bins exposed unless placed for collection on specified collection days or no earlier than 7:00 PM on the evening preceding the collection day.

- 7) A resident may not display or erect fixtures, light 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 decks or patio areas shall be limited to free standing, self-contained planter boxes or containers, gas BBQ's (no briquette or wood appliances on upper decks), summer furniture, small wading pools on bottom patios only, and accessories. *(Amended April 2024)*
- 8) The following items are not permitted: *(Amended April 2024)*
- a) loose propane tanks (all sizes);
  - b) free standing or non-guided screens on decks or patios unless approved by the Board through an Alteration Request;
  - c) further additions of wood accent above garage doors;
  - d) gazebos (permanent or free standing);
  - e) alteration or change to house numbers;
  - f) solar tubes equipped with night lighting system;
  - g) hot tubs on upper decks;
  - h) seed bird feeders, birdhouses, and wind chimes;
  - i) flagpoles (stand alone or hanging off a deck at an angle);
  - j) 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.

Also refer to the "Alterations Reference Table" for more details

- 9) 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.
- 10) 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.
- 11) A homeowner, tenant, occupant, or visitor must not use or ride a skateboard, push scooter, longboard or wear rollerblades on Sonoma Pines Drive or sidewalks.
- 12) No soliciting will be permitted within the community of Sonoma Pines.
- 13) The use of outdoor wood burning appliances on lower patios shall be limited to those appliances that utilize wood pellets and/or charcoal briquettes only. *(Amended April 2024)*
- 14) Only CSA or ULC approved portable gas burning fire pits and fire tables are permitted on decks and patios, but the flame length shall not exceed 15 centimetres. *(Amended April 2024)*
- 15) Homeowners and their tenants may install Christmas light and décor no earlier than November 1<sup>st</sup> in any years and must be removed from the homeowner's residence by March 31<sup>st</sup> of the following year. Christmas lights and decorations may only be illuminated between November 15<sup>th</sup> and January 31<sup>st</sup>.
- 16) 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

service providers within the community. Violations may be subject to the maximum allowable fine under these Bylaws upon the first offence.

- 17) All vehicles stored on the homeowner's driveway shall either be licensed or be covered by storage insurance with a minimum of Two Million (\$2,000,000) Dollars of public liability coverage.

#### **4. Exclusive Use Area – (New 2021)**

- 1) Every single-family homeowner 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 to individual homeowner purchase agreements. *(Amended April 2024)*
- 2) Every multi-family homeowner has the exclusive use of the area marked "EUA" on the plan described in Schedule B of their Sublease and shown on the plan attached to individual homeowner purchase agreements, plus the personal use of portions of the common property adjacent to their home, which shall include: *(Amended April 2024)*
  - 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 (\$500) Dollars per occurrence.
- 3) Any homeowner 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 homeowner 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 people 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.

- 7) The homeowner shall supply the property manager with the address and phone number of the tenants and the homeowners in order that the Board may contact them. Any changes in the homeowner's address must be reported to the property manager within five business days.
- 8) The homeowner 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 homeowner shall supply the tenant with a copy of the current rules and regulations of Sonoma Pines. The homeowner is responsible for any violation of these rules and regulations by the tenant.

## **6. Advertising –** *(New 2021)*

- 1) No homeowner shall advertise a unit 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 homeowner 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) All homeowners must obtain the written approval of The Company before making an alteration to the property that involves any of the following: *(Amended April 2024)*
  - a) the structure of a building;
  - b) the exterior of a building including painting and the color of the building; *(Amended April 2024)*
  - c) chimneys, stairs, balconies, or other things attached to the exterior of the building 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) Homeowners wishing to undertake landscape alterations shall complete the "Application for Landscaping & Irrigation Alteration" form. Approval is required for all landscaping 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, homeowners 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 at the homeowner's expense. *(Amended April 2024)*
- d) A homeowner 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. *(Amended April 2024)*
- 4) The homeowner will be responsible for obtaining the applicable building permits prior to commencing work, and obtaining such permits is a condition of the Board approval.
- 5) Homeowners who undertake alterations in accordance with these Bylaws, and subsequent homeowners, are responsible for all costs relation 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 relation 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 damages; 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 homeowner of the property and are the homeowner's responsibility.

## **8. Sale of Property –** *(New 2024)*

- 1) Upon the sale of a property homeowners must:
  - a) advise the SPHM office of sale; *(Amended April 2024)*
  - b) 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, and any repairs required to the exterior of the home will be at the cost of the homeowner; *(Amended April 2024)*
  - c) Unauthorized alterations shall be removed, and the necessary repairs undertaken at the homeowner's cost. The Company may remove unauthorized alterations and the cost of the removal and repair shall be charged to the homeowner.
  - d) to remove an approved alteration or attachment, the homeowner must negotiate the terms of removal with the Board.
  - e) the company reserves the right to require, or have a homeowner provide, specified professional supervision or inspection, or both, of approved alterations. The Board may include specified supervision or inspection as a requirement of approval.
  - f) the perimeter fence of the community shall be six-foot, black chain link with privacy slats where appropriate, excluding the golf course perimeter fencing. *(New April 2022)*

## **9. Permit Entry to Residential Home**

- 1) A homeowner, tenant, occupant, or visitor must allow a person authorized to The Company to enter the property:
  - a) in an emergency, without notice, to ensure safety or present 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 homeowners of that property shall be deemed responsible for any damage incurred relating to the forced entry.

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

## **10. 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.

## **11. Quorum Bylaw for Meeting 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 two (2) voting shares (even if there is only one homeowner), 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 a ½ 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**

## **12. Complaints and Disciplinary Action**

- 1) Complaints to The Company by homeowners must be received in writing or by email and must identify the name of the complainant, which homeowners 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.

- 2) The Company shall notify the offending homeowner of the complaint and allow that homeowner 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) The Company has established a Complaints and Discipline Committee (the “Committee”) to be comprised of a least one volunteer from the single-family homeowners and at least one volunteer from the multi-family homeowners, to act as members. *(Amended April 2024)*
- 4) Complaints to The Company shall be directed to the Committee for adjudication. *(New April 2022)*  
*(Amended Jan 2023)*
- 5) In considering any disciplinary action, the Committee shall utilize the principle of progressive discipline where homeowners are provided with a single warning. If the contravention continues the Committee may levy fines in accordance with the section below detailing fines. *(New April 2022)*
- 6) Notwithstanding sub-paragraph (5) above, at its sole discretion, where the Committee considers the offense to be egregious, the Committee may levy the maximum fine allowable upon a first offense. *(New April 2022)* *(Amended April 2024)*
- 7) 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)*
- 8) The decision of the Committee regarding any disciplinary action is subject to appeal to the Board of The Company, upon a 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.
- 9) Upon receipt of a Notice of Appeal from a decision of the 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)*
- 10) 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**

### **13. The Company may fine a Homeowner or tenant a maximum of:**

- 1) Five Hundred (\$500.00) Dollars for each contravention of a Bylaw, Rule, or Regulation hereunder.

### **14. Continuing Contravention**

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



## 15. 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, Special General Meeting and Homeowner general meetings are prohibited.

### Division 4 – Voluntary Dispute Resolution

## 16. Voluntary Dispute Resolution

- 1) A dispute among homeowners, 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 homeowner 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 homeowner or tenant chosen to chair the committee by the persons nominated by the disputing parties, for a total of three (3) 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) Homeowners 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

## 17. RFID (Radio Frequency Identification) and FOBs *(Amended Jan 2023) (Amended April 2024)*

- 1) Access to the community through the security gates and the common area of the clubhouse is controlled by use of RFID and FOBs, which may include the ability to record the time and area accessed by each RFID/FOB bearer.
- 2) The data recorded by the RFID/FOB system may be used alone or in conjunction with audio or video recordings as evidence of rules and regulations infractions, evidence, or 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.
- 3) 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.
- 4) Recorded data must be securely destroyed after 60 days unless:

- a) a copy of the recording was provided to a third party, in which case it must be securely retained indefinitely; or
  - b) 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.
- 5) No homeowners, third parties, or other persons will be entitled to view or receive a copy or access data, except as contemplated by the Rules or Regulations or required by law.

**18. Video Security Monitoring** *(New 2021) (Amended Jan 2023) (Amended April 2024)*

- 1) 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 homeowners, tenants, occupants, guests, and the general public. No audio recording capability is included or implemented with respect to the monitoring equipment.
- 2) Notices will be posted advising the public or ongoing video recording.
- 3) 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.
- 4) The video security monitoring system will operate 24 hours per day, seven (7) 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 identity of persons responsible and potential witnesses, and to deter misconduct.
- 5) 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.
- 6) The video security monitoring recording system as outfitted from time to time will include a number of cameras and central recording systems which will be kept in a secure locked location and will be password protected for access only by current member of the Board.
- 7) 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.
- 8) Video monitoring recordings which are no longer required for any valid purposed must be securely destroyed after one (1) year unless.
  - a) a copy of the recoding was provided to a third party, in which case it must be retained indefinitely;

- b) 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.
- 9) No homeowners, third parties or other persons will be entitled to view or receive a copy of video monitoring recordings, except as contemplated by the Bylaws or required by law.
- 10) 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.

**19. Disclosure of Video Recordings and Access Data** *(New 2021) (Amended Jan 2023)*

- 1) Video recordings and RFID/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 determined by majority vote that disclosure is consistent with the purpose of this Division, and is in the best interests of The Company or any homeowner or occupant.
  - f) Without limited 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 interest of The Company or any homeowner, 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 requiring an appointment to review of 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 or 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, review, 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

### 20. Indemnity

- 1) A homeowner 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 homeowner's act, omission, negligence or carelessness, or by that of a homeowner's visitors, occupants, guests, employees, agents, tenancies or a member of the homeowner'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 as insurance coverage and will be charged to the homeowner. Without limited the generality of the foregoing, homeowners are liable to The Company for any damage to common property, common assets or to any subleased lot as a result of the malfunction of any of the following items in their subleased lot: *(Amended April 2024)*
  - 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 homeowner;
  - h) any alterations to the subleased lot made by the homeowner or by prior homeowners;
  - i) damage arising from a blocked drain on the deck or patio designated for the exclusive use of the homeowner;
  - j) any alterations or additions to limited common property or common property undertaken by the homeowner or by prior homeowner(s) of the subleased lot;
  - k) any pets residing or visiting the homeowner's subleased lot;
  - l) any children residing or visiting the homeowner's subleased lot;
  - m) damage arising from any attachment to the exterior of a multi-family unit; and
  - n) each homeowner must have comprehensive general liability coverage on their home in the amount of Two Million (\$2,000,000) Dollars per incident. Homeowners must provide The Company with proof of current insurance coverage upon renewal each year.

## Division 7 – Parking

### 21. Parking within Sonoma Pines is governed by the following: *(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 following streets at:
  - a) 3801 – 3821, 3827 – 3843, 3845 – 3867, 3869 – 3887, 3889 – 3899, 3901 – 3917 and 3970 – 3980 Sonoma Pines Drive including the turnabout at the end of those streets (hammerhead).  
*(Amended Jan 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 neighbouring 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 Bylaw, 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 the roadway;
  - c) adjacent to a curb painted yellow and all hammerheads (turnarounds as not designated parking); *(Amended Jan 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; and
  - h) except as indicated in 1(a) of this Division, visitors shall be permitted to park their vehicle on the streets within Sonoma Pines but must park on only one side of the street and the vehicle shall not be permitted to remain overnight. *(Amended April 2024)*
- 6) Accessible Parking *(Amended April 2024)*
  - a) Will be allowed by a person holding and displaying an Accessible Parking Permit, or a Disabled Persons' Parking Permit issued pursuant to the Motor Vehicle Act including accessible or disabled persons' parking permits issued by other jurisdictions, so long as that permit remains valid.
- 7) Trade Vehicles
  - a) 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.
- 8) Clubhouse *(Amended April 2024)*
  - a) No parking on the driveway access to the clubhouse.
  - b) Homeowners with a valid Accessible/Disabled Parking Permit are permitted to use the clubhouse driveway for drop-off and pickup of a person holding the permit.
- 9) Penalties/Removal of Vehicle *(Amended April 2024)*
  - a) Any vehicle parked in violation of Sonoma Pines Parking Bylaws 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 homeowner of the lot. Following our “neighbourly approach,” enforcement will take place in an escalating manner:

- i. First infraction will result in a warning being issued to the homeowner.
- ii. Second infraction will result in a fine being issued to the homeowner.
- iii. Third infraction will result in an authorization to tow the vehicle.

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

#### 10) Visitor Parking Lots *(Amended April 2024)*

- a) 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.
- b) Visitor lots are located:
  - i. Alvarado Trail at Sonoma Pines Drive
  - ii. Serrento Lane at Sonoma Pines Drive
  - iii. Candelara Lane
  - iv. Two lots opposite 3970 – 3980 Sonoma Pines Drive

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

### **Division 8 – Small Claims**

#### **22. Small Claims** *(New 2021)*

- 1) The Board, on behalf of The Company, may commence proceedings under the Small Claims Act against a homeowner 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 a homeowner 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 22(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**

#### **23. Insurance** *(New 2021)*

- 1) The homeowner 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 homeowner’s property.

- 2) A homeowner 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 homeowner, and/or homeowner'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 a homeowner under subsection (1) and/or (2) of this bylaw results in a claim against any insurance policy held by The Company; that homeowner 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 of damage exceeds the insurance coverage. That homeowner shall indemnify and save The Company harmless for these amounts.
- 4) If any loss of damage deemed to be the responsibility of a homeowner under subsection (1) and/or (2) of this bylaw does not exceed the insurance deductible for an insurance policy held by The Company; that homeowner is strictly liable and shall indemnify and save The Company harmless for any resulting expense for maintenance, repairs or replacement rendered necessary, which it is The Company's responsibility to perform.
- 5) For the purposes of this bylaw, any amount which a homeowner is responsible for paying shall be assessed against that homeowner'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 Company with a copy of their home insurance policy showing proof of all risk (including earthquake coverage on the structure), full replacement insurance coverage, personal liability coverage of at least Two Million (\$2,000,000) Dollars and list Westbank First Nations 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 Jan 2023)*

### **Division 10 -Severability**

#### **24. 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 these 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.

## RULES AND REGULATIONS

### A. Sonoma Pines RV Storage Lots Rules & Regulations *(Amended April 2024)*

- 1) Management of the RV Storage lots is the responsibility of the sublessee or The Company.
- 2) Applicants for RV stalls in the Upper and Lower RV Lots must sign a rental agreement through the Sonoma Pines Administration Office.
- 3) 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 the contract and clear the allotted space (at 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.
- 4) 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 the space (at the renter's expense).
- 5) The 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.
- 6) Only homeowners of Sonoma Pines may rent storage unless specifically authorized by the Board. *(Amended April 2024)*
- 7) No subleasing of RV spaces is allowed.
- 8) Only one space per homeowner is allowed unless specifically authorized by the Board. *(Amended April 2024)*
- 9) 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 Two Million (\$2,000,000) Dollar's liability. Documentation must be kept current.
- 10) The RV Storage lot renter stores their unit at their own risk.
- 11) The Company is not responsible for any damage to, theft of, or theft from any vehicle or item stored in the RV Storage Lots.
- 12) Spaces are available on a "first come" basis based upon the size required for your RV.
- 13) The "Wait list" is maintained at the Sonoma Pines Administration 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. *(Amended April 2024)*
- 14) The person at the top of the wait 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.
- 15) The spaces are assigned by number, and homeowners are required to use only the space assigned to them.
- 16) A key deposit of \$20.00 is due at the time of renting an RV lot and will be paid to the Sonoma Pines Administration office. The \$20.00 will be refunded when the RV lot is no longer required by the homeowner. *(Amended April 2024)*
- 17) Trucks intended for towing travel trailers or carrying campers, may be stored in the space with the RV unit.



- 18) No cars may be stored unless they are intended to be towed behind RV. *(Amended April 2024)*
- 19) The spaces are for motor homes, travel trailers, trailers holding recreational units, tow vehicles, fifth wheels, campers, campers on trucks, boat trailers and motorcycles only. *(Amended April 2024)*
- 20) 26.0' spaces will be allotted to units 26.0' and shorter.
- 21) A maximum of two RV vehicles will be allowed. Any additional RV vehicles required authorization by the Board. The Company reserves the right to determine the length of the vehicle and assign the appropriate space. *(Amended April 2024)*
- 22) No engine maintenance or other substantial mechanical work is permitted in the RV Storage Lots.
- 23) 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.
- 24) 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, another RV unit etc.). *(Amended April 2024)*
- 25) No electronic monitoring is provided in the RV lots.
- 26) Gates must be locked when leaving the RV Storage Lots or when remaining on site for an extended period of time. i.e.: cleaning or stocking the RV.
- 27) It is the homeowners' responsibility to notify The Company at the Sonoma Pines Administration office immediately of all changes of RV vehicles in their space.

## **B. Landscape Rules & Regulations** *(Amended April 2024)*

### 1) Landscaping General Maintenance

- a) The landscaping contractor provides grass cutting and weed control on lawn areas plus most pruning requirements except for trees. The contractor is responsible for weed control on all common area only (parks, pathways, parking lots, boulevard, etc). The contractor has not been contracted to weed single family residences or the Exclusive Use Areas adjacent to multi-family residences. Homeowners are required to control weeds on their property (single family) or their Exclusive Use Area (multi-family). Homeowners can hire private contractors to undertake their weeding if they chose. *(Amended April 2024)*
- b) Single family homeowners are responsible for all tree management on their property and are subject to all regulations that apply to trees in general.

### 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 the approved list and an Application for Landscaping and Irrigation Alternation must be approved before the replacement. *(Amended April 2024)*
- e) Cedars, junipers, and yews are not permitted to exceed a maximum height of 8 feet. Any cedars below 8 feet 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 5 feet. 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 or early spring will be completed by landscape contractor. *(Amended April 2024)*

### 4) Rock Walls

- a) Rock walls under 4 feet 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 walls over 4 feet 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. Single family homeowners are responsible for rock walls located solely on single family lots.  
*(Amended April 2024)*
- e) Rocks used should be Kettle Valley Granite.

#### 5) 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 any items which would interfere with lawn mowing (i.e. hoses, lawn ornaments, lawn furniture and solar lights etc.) from their lawns on designated mowing days, to allow landscapers to complete their mowing requirements.  
*(Amended April 2024)*
- c) All dog feces are to be removed immediately by dog owner. Otherwise, your lawn will not be mowed.

#### 6) Aerating of Lawns

- a) Aerating of lawns is prohibited as it will damage the irrigation system.

#### 7) 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.

#### 8) 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.

9) 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.ca)
- b) Application for Landscape and Irrigation Alteration is required. *(Amended April 2024)*
- c) An alteration request form can be found on the website (sonomapines.ca)

10) The landscape service provider conducts trimming in three scheduled times a growing season: spring, summer, and fall. Trimming in the spring and fall are mandatory for all homes while homeowners may opt out of the summer trim only. Residents who opt out of trimming in the summer trim agree as follows: *(New April 2024)*

- Single family residents are responsible for trimming vegetation in beds in their lot.
  - Multi-family residents are responsible for trimming vegetation in beds adjacent to their residence, driveways, or pathways.
- a) General Terms
    - This program is voluntary, and residents may withdraw from the program at any time. Notice must be given to the SP office.
    - All gardening activity must comply with the Bylaws of SPHM.
    - The committee reserves the right to withdraw a resident's participation for noncompliance of program.
  - b) Note
    - Participants must sign up annually by completing the "Red Stake (No Trim) Program Form" on or before May 15 so a list of residence' addresses can be given to the landscape contractor.
    - Red stakes may be picked up at the SP office during regular hours.
    - A red stake must be displayed in the front and back of the home.
    - All red stakes must be returned to the SP office during regular hours after September 1 or when leaving the program.

# 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 and Regulations 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 Regulations, 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 and Regulation, 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 homeowners, ensuring the orderly management of The Company, and complying with legal requirements.

# 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: Sonoma Pines office is located on the lower level of the clubhouse.

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

HOMEOWNERS NAME(S): \_\_\_\_\_

SONOMA PINES CIVIC ADDRESS: (the "Property") \_\_\_\_\_

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

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

- Single family home     Multiple family home ([refer to #11 of Reference Guide for landscaping guidelines](#))

### SELECT TYPE OF ALTERATION(S)

LANDSCAPING	IRRIGATION
<input type="checkbox"/> Replacement of shrubs, perennials, or plants with species that do not fall under the Sonoma Pines approved list	<input type="checkbox"/> Addition of <i>dripper or sprinkler head</i> needed
<input type="checkbox"/> Addition/removal and/or replacement of trees	<input type="checkbox"/> Relocation of <i>dripper or sprinkle head</i> needed
<input type="checkbox"/> Addition of shrubs, perennials, or plants	<input type="checkbox"/> Removal of <i>dripper or sprinkler head</i> needed
<input type="checkbox"/> Expansion of lawn area or removal of lawn	
<input type="checkbox"/> Other – specify	<input type="checkbox"/> Other - specify

DESCRIBE ALTERATION(S)

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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 homeowners and any future homeowners 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 responsibility of the homeowner. All damage 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.

HOMEOWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

HOMEOWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

# Neighbours' Consent Form

(THERE SHOULD BE TWO OF THESE – ONE FOR EACH NEIGHBOUR)

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 immediate NEIGHBOUR and OWNER of the property noted above.  
*(Amended April 2024)*
- 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 \_\_\_\_\_



# Neighbours' Consent Form

(THERE SHOULD BE TWO OF THESE – ONE FOR EACH NEIGHBOUR)

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 immediate NEIGHBOUR and OWNER of the property noted above.  
*(Amended April 2024)*
- 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)

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 in the review process. 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: Sonoma Pines office is located in the lower level of the clubhouse.

Application Date: _____		<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi Family
Homeowners Name: _____			
Sonoma Pines Civic Address: _____			
PHONE:	CELL:	EMAIL:	
SELECT ALTERATIONS YPE – the number beside each item corresponds to the number on the Alteration 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"/> Awning (2)	<input type="checkbox"/> Driveway (4)	<input type="checkbox"/> Indoor Reno (10)	<input type="checkbox"/> Pergola (1)
<input type="checkbox"/> Concrete (4)	<input type="checkbox"/> Enclosure (7)	<input type="checkbox"/> Netting (golf) (8)	<input type="checkbox"/> Railing (7)
<input type="checkbox"/> Deck (5)	<input type="checkbox"/> Fascia (12)	<input type="checkbox"/> Maintenance (12)	<input type="checkbox"/> Retaining Wall (4)
<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"/> Door (6)	<input type="checkbox"/> Gate (7)	<input type="checkbox"/> Screen/Shade (2)	

**DESCRIBE ALTERATIONS:**

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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 all, or any part of the alteration.

*(Amended April 2024)*

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. *(Amended April 2024)*

- a) As this may be a modification to the existing property the current homeowners and any future homeowners 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 homeowner at that time. *(Amended April 2024)*
- c) All damage 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

HOMEOWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

HOMEOWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_