

RANCHERO HOMEOWNERS' ASSOCIATION

BYLAWS

**THESE BYLAWS ARE THE PROPERTY OF THE HOMEOWNERS'
ASSOCIATION AND ARE TO BE LEFT IN THE LOT WHEN SOLD**

Bylaws Approved at the Annual General Meetings held July 19, 2010, August 14, 2012
and June 25, 2015

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BYLAWS FOR RANCHERO HOMEOWNERS' ASSOCIATION

Preamble

These bylaws bind the Homeowner's Association and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the Homeowner's Association and each owner, tenant and occupant and contained covenants on the part of the Homeowner's Association with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the Homeowner's Association to observe and perform their provisions.

For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant.

Duties of Owners, Tenants, Occupants and Visitors

1. Compliance with bylaws and rules

- 1.1 All residents and visitors must comply strictly with the Head Lease, the Sublease and the bylaws and rules of the Homeowner's Association adopted from time to time.

2. Payment of maintenance fees and special levies

- 2.1 An owner must pay maintenance fees on or before the first day of the month to which the maintenance fees relate.
- 2.2 Where an owner fails to pay maintenance fees in accordance with bylaw 2.1, outstanding maintenance fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay maintenance fees on the due date will result in a fine of \$ 25.00 for each contravention of Bylaw 2.1.
- 2.3 An owner must provide the Homeowners' Association or its agent with written authorization for monthly automatic debit from the owner's bank account to be withdrawn on the first day of each month for maintenance fees.
- 2.4 Failure by an owner to submit written authorization for automatic debit for maintenance fees in accordance with Bylaw 2.3 is a contravention of Bylaw 2.3 and the Homeowner's Association will levy a fine of \$50.00 for each contravention. Each dishonored automatic debit will be subject to a fine of \$25.00 and an administrative fee of \$25.00.
- 2.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.6 Failure to pay a special levy on the due date will result in a fine of \$50.00 for each contravention of Bylaw 2.5.

- 2.7 Where an owner fails to pay a special levy in accordance with Bylaw 2.5, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

3. Repair and maintenance of property by owner

- 3.1 An owner must repair and maintain the owner's lot, except for repair and maintenance that is the responsibility of the Homeowners' Association under these bylaws.
- 3.2 An owner who has the use of limited common property must repair and maintain it except for repair and maintenance that is the responsibility of the Homeowners' Association under these bylaws.

4. Use of property

- 4.1 A resident 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, quiet time is from 11:00 p.m. to 8:00 a.m., however excessive noise will not be tolerated at any time;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the lot or common property is intended.
- 4.2 A resident 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 Homeowner's Association must repair and maintain under these bylaws or insure.
- 4.3 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's lot.
- 4.4 An owner shall indemnify and save harmless the Homeowners' Association from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any lot 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. An owner will be responsible for the deductible on any insurance policy if the cause of the claim originated from any of the afore mentioned items, or if the cause of the claim originated from within the owners lot.
- 4.5 A resident must not use, or permit to be used, the lot except as a private dwelling home unless granted prior written approval by the council.

5. Pets and animals

- 5.1 A resident or visitor must not keep any pets on a lot or common property or on land that is a common asset except in accordance with these bylaws.
- 5.2 A resident or visitor must ensure that all animals are leashed when not in the confines of the owner's lot they must be supervised. If unsupervised the leash length must be such that the pet cannot leave the confines of the backyard.
- 5.3 A resident must not keep a pet on a lot other than those noted below:
 - (a) up to 50 fish or other small aquarium animals;
 - (b) up to 2 small caged mammals;
 - (c) up to 2 caged birds;
 - (d) One dog and one cat, or 2 dogs, or 2 cats, but no more than two in any combination.
- 5.4 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 5.5 A resident must not keep a Permitted Pet which is a nuisance on a lot, on common property or on land that is a common asset. If a Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a lot, common property or common assets, the council may order such pet to be removed permanently from the lot, the common property or common asset or all of them.
- 5.6 If a resident contravenes any "pet bylaw", the owner of the lot will be subject to a fine of \$50.00.
- 5.7 A resident whose pet is deemed a nuisance as outlined in Bylaw 5.5 will be subject to an immediate injunction application and the owner of the lot will be responsible for all expenses incurred by the Homeowner's Association to obtain the injunction, including legal costs.
- 5.8 A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- 5.9 A lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 5.10 No feeding or watering of any wild life, or birdfeeders with the exception of hummingbird feeders is permitted on a lot or common property due to the same increasing rodent problems

6. Inform Homeowners` Association

- 6.1 An owner must notify the Homeowners` Association of:
- (a) within two weeks of becoming an owner; the owner's name and any occupant's names, lot number and mailing address outside Rancho Estates, if any; and
 - (b) any mortgage or other dealing in connection with the lot within two weeks of such mortgaging or other dealing.
- 6.2 On request by the Homeowners` Association, a tenant must inform the Homeowners` Association of the tenant's name and the lot which the tenant occupies.

7. Obtain approval before altering a lot

- 7.1 An owner must obtain the written approval of the Homeowners` Association before making or authorizing an alteration to a lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings 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 lot which the Homeowners` Association insures;
 - (h) wiring, plumbing, piping, heating air conditioning and other services.
- 7.2 The Homeowners` Association must not unreasonably withhold its approval under Bylaw 7.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the Homeowners` Association for any future costs in connection with the alteration.
- 7.3 An owner intending to apply to the corporation for permission to alter a lot must submit, in writing, detailed plans and written description of the intended alteration.

8. Obtain approval before altering common property

- 8.1 An owner must obtain the written approval of the Homeowners' Association before making or authorizing an alteration to common property, including limited common property or common assets.
- 8.2 An owner, as part of its application to the Homeowners' Association for permission to alter common property, limited common property or common assets, must:
- (a) submit, in writing, detailed plans and description of the intended alteration;
 - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the council; and
 - (c) obtain the consent of the owners by written approval of the council under Bylaw 8.1.
- 8.3 The corporation may require, as a condition of its approval, that the owner agree, in writing, to take responsibility for any expense related to the alteration as follows:
- (a) that alterations be done in accordance with the design or plans approved by the council or its duly authorized representatives;
 - (b) that the standard of work and materials be not less than that of the existing structures;
 - (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
 - (d) that the owner from time to time of the lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the Homeowners' Association as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;
 - (e) That the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the Homeowners' Association, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the Homeowners' Association as the result of such claim or demand will be the responsibility of the owner from time to time of the lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the maintenance fees of that owner for the month next following the date upon which the cost or expenses are

incurred, but not necessarily paid by the Homeowners' Association, and shall become due and payable on the due date of payment of monthly maintenance fees.

- 8.4 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the Homeowners' Association as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- 8.5 An owner who, subsequent to the passage of Bylaws 8.1 to 8.3 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the Homeowners' Association may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the maintenance fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly maintenance fees.

9. Renovations/alterations

- 9.1 An owner must give the council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed, insured and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.
- 9.2 A resident must remove from Rancho Estates any construction debris, materials or packaging.
- 9.3 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the council at least five business days before the holiday date.
- 9.4 An owner must be in attendance for all SIGNIFICANT renovations/alterations, the determination of SIGNIFICANT shall be at the discretion of the council.
- 9.5 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.
- 9.6 An owner in contravention of Bylaws 9.1 to 9.5 (inclusive) shall be subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.

10. Permit entry to lot

- 10.1 A resident or visitor must allow a person authorized by the Homeowners' Association to enter the lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
 - (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a lot that are the responsibility of the Homeowners' Association to repair, replace, renew and maintain under these bylaws or to insure; or
 - (ii) to ensure a resident's compliance with the Head Lease, Sublease, bylaws and rules.
- 10.2 If forced entry to a lot is required due to required emergency access and the inability to contact the owner of the lot, the owner shall be responsible for all costs of forced entry incurred by the Homeowners' Association.
- 10.3 The notice referred to in Bylaw 10.1(b) must include the date and approximate time of entry, and the reason for entry.

POWERS AND DUTIES OF THE HOMEOWNERS' ASSOCIATION

11. Repair and maintenance of property by Homeowners' Association

- 11.1 The Homeowners' Association will repair and maintain the property as set out in the Sublease:

Definitions: Section 2.1(i): "Common Areas" means those areas of the Development that are designated by the Sublessor as common areas, which designation may be changed by the Sublessor from time to time, including but not limited to landscaping areas, parking areas, roadways and sidewalks together with all parts of the Buildings not including units.

Section 2.1 (i) "Common Costs" means the total of the costs and expenses incurred by the Sublessor to operate, manage, insure, repair, maintain and replace the Development (including the Common Areas and the Common Facilities, but excluding Units).

Section 2.1 (ao) "Unit" or "Units" means one or more of the 33 single family dwellings within the Development and individually described in each Sublease as Leased Premises.

Section 6.1: **Sublessee's Obligation to repair**: The Sublessee covenants with the Sublessor that it will at all times during the Term, at its own cost and expense, repair, replace, and maintain the Leased Premises in good and tenantable condition in every respect as would a careful; owner in possession. At the end of the Term or earlier termination of this Sublease, the Sublessee will deliver to the Sublessor vacant possession of the Leased Premises in the condition which the Sublessee is required to maintain the Leased Premises by the terms of the Sublease.

Schedule B of the Sublease: "**Leased Premises**" The boundaries of the Leased Premises is midway between the surface of the structural portion of the wall, floor or ceiling that faces the Leased Premises and the surface of the structural portion of the wall, floor or ceiling that faces other residential dwelling units, the Common Areas or any of the Lands.

Council

12. Council size

12.1 The council must have at least 3 and not more than 7 members.

13. Council eligibility

13.1 The owner or the spouse of an owner may stand for council.

13.2 No person may stand for council or continue to be on council with respect to a lot if there are amounts owing to the Homeowners' Association charged against the lot in respect of maintenance fees, special levies, administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the Head Lease, Sublease, bylaws or rules.

14. Council members' terms

14.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

14.2 A person whose term as council member is ending is eligible for re-election.

15. Removing council member

15.1 A council member may be removed from council by a majority vote of the council members and a new member maybe appointed.

15.2 The council may appoint a council member if necessary to achieve a quorum for the Homeowners' Association, if the absence of the members being replaced leaves the council without a quorum.

15.3 A replacement council member appointed pursuant to Bylaws 15.1 and 15.2 may be appointed from any person eligible to sit on the council.

16. Officers

16.1 At the first meeting of the council held after each annual general meeting of the Homeowners' Association, the council must elect, from among its members, a President, a Vice President, a Secretary and a Treasurer.

16.2 A person may hold more than one office at a time, other than the offices of President and Vice President.

16.3 The Vice President has the powers and duties of the President

- (a) while the President is absent or is unwilling or unable to act,
- (b) if the President is removed, or
- (c) for the remainder of the President's term if the President ceases to hold office.

16.4 The council may vote to remove an officer.

16.5 If an officer other than the President is removed, resigns, is unwilling or unable to act the council members may elect a replacement officer from among themselves for the remainder of the term.

17. Calling council meetings

17.1 Any council member may call a council meeting by giving the other council members at least seven days' notice of the meeting, specifying the reason for calling the meeting.

17.2 A council meeting may be held on less than one week's notice if

- (a) all council members consent in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

18. Requisition of council hearing

18.1 By application in writing, an owner may request a hearing at a council meeting stating the reasons for the request.

- 18.2 If a hearing is requested under Bylaw 18.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.
- 18.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within 14 days of the date of the hearing.

19. Quorum of council

- 19.1 A quorum of the council is
- (a) 2, if the council consists of 2, 3 or 4 members,
 - (b) 3, if the council consists of 5 or 6 members, and
 - (c) 4, if the council consists of 7 members.
- 19.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

20. Council meetings

- 20.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 20.2 At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- 20.3 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 20.4 Owners and spouses of owners may attend council meetings as observers.
- 20.5 Despite Bylaw 20.4, no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

21. Voting at council meetings

- 21.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 21.2 If there is a tie vote at a council meeting, the President may break the tie by casting a second, deciding vote.

21.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

22. Council to inform owners of minutes

22.1 The council must circulate to owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

23. Spending restrictions

23.1 The council must not spend an amount that exceeds \$ 2,000.00 on an unbudgeted item, except in the case of an emergency.

24. Limitation on liability of council member

24.1 A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

24.2 Bylaw 24.1 does not affect a council member's liability, as an owner, for a judgment against the Homeowners' Association.

24.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

Enforcement of Bylaws and Rules

25. Fines

25.1 Except where specifically stated to be otherwise in these bylaws, the Homeowners' Association may fine an owner or tenant:

(a) \$ \$200.00 for each contravention of a bylaw, and

(b) \$ 50.00 for each contravention of a rule.

25.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the Homeowners' Association, levy fines and the fines so levied shall be immediately added to the maintenance fees for the lot and shall be due and payable together with the maintenance fees for the lot in the next month following such contravention.

26. Continuing contravention

- 26.1 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Annual and Special General Meetings

27. Quorum of meeting

- 27.1 If within 1/2 hour from the time appointed for an annual or special general meeting, a quorum (1/3 of the owners) is not present, the meeting stands adjourned for a further 1/2 hour on the same day and at the same place. If within a further 1/2 hour from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

28. Person to chair meeting

- 28.1 Annual and special general meetings may be chaired by the President or Vice President of the council, or a representative. Chairing of the meeting by a representative must be agreed to by a majority of those voters in attendance in person or by proxy.

29. Participation by other than eligible voters

- 29.1 Owners or their spouses may attend annual and special general meetings, whether or not they are eligible to vote.
- 29.2 Owners or representatives of owners who are not eligible to vote, may not participate in the discussion at a meeting and must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

30. Voting

- 30.1 The vote for a lot may not be exercised if there are amounts owing to the Homeowners' Association charged against the lot in respect of maintenance fees, special levies, administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the Head Lease, Sublease, bylaws or rules.
- 30.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 30.3 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- 30.4 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

- 30.5 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 30.6 If there is a tie vote at an annual or special general meeting, the President, or, if the President is absent or unable or unwilling to vote, the Vice President, may break the tie by casting a second, deciding vote.

31. Electronic attendance at meetings

- 31.1 An owner or their representative who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
- 31.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

32. Order of business

- 32.1 The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting, including the review of the previous year's financial statements;
 - (i) ratify any new rules made by the council;
 - (j) report on insurance coverage, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year, if the meeting is an annual general meeting;
 - (l) deal with new business that is included on the agenda
 - (m) elect a council, if the meeting is an annual general meeting;

- (n) terminate the meeting.

Parking

33. Parking

- 33.1 A resident must not permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers to be parked or stored on common property or land that is a common asset. Recreational vehicles may be parked on the property for 24 hours for the purpose of loading and unloading only.
- 33.2 A resident must not store unlicensed or uninsured vehicles on the common property or on land that is a common asset.
- 33.3 A resident storing a vehicle must provide proof of third party liability insurance to the Homeowners' Association on the commencement date of the storage, and storage of said vehicle must be approved in writing by the council
- 33.4 A resident must park only in the parking stall assigned to the resident.
- 33.5 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
- 33.6 Any resident's vehicle parked in violation of Bylaw 33.5 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the lot.
- 33.7 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- 33.8 The speed limit within the development is 15 km/hour.
- 33.9 Due to the storm drainage system emptying into a fish bearing stream, no toxic materials shall be disposed of in the system. Detergent used for washing vehicles must be eco-friendly.
- 33.10 A resident must not park or store any vehicle that drips oil, gasoline or other automotive residue. The council will provide 24 hours' notice to remove the vehicle and if the owner fails to remove the same from the property it will be towed and the owner must remove any dripped oil, gasoline or other automotive residue, to the satisfaction of the council.
- 33.11 Visitor parking stalls are for visitors only; residents must not park in visitor parking stalls. A visitor cannot park overnight in visitor parking for more than 7 nights in a 30 day period. Visitors violating parking rules are the responsibility of the owner and any fines incurred will be charged to the homeowner. (Exceptions will be made for

persons' who are visiting that may be handicapped or have medical issues, whereby an owner may move their personal vehicle to a visitor parking stall.)

- 33.12 If towing is not an option, or the violation does not warrant towing, the owner will be fined as set out in the bylaws.

Moving

34. Moving in/out procedures

- 34.1 All moves must take place between 8:00 a.m. and 10:00 p.m.

35. Appearance of lots

- 35.1 An owner or tenant must not allow a lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored on the lot or on common property. Any expenses incurred by the Homeowners' Association to remove such refuse will be charged to the lot owner.
- 35.2 No external wires are permitted.

Rentals

36. Residential rentals

- 36.1 From the date of the passing of this bylaw no further lots may be rented unless approved by the council.
- 36.2 Each owner who at the present time is renting their lot must provide to the management company or the council a completed form "Information on Tenants." Failure to provide this form within 30 days of the request of the council or management company will result in a fine of \$ 500.00 per month until received.
- 36.3 Where an owner leases a lot in contravention of Bylaw 36.1, the owner shall be subject to a fine of \$1,000.00 and the Homeowners' Association shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the Homeowners' Association in enforcing the rental restriction bylaws shall be the responsibility of the contravening owner.

Garbage and Recycling Disposal

37. Garbage/recycling

- 37.1 Garbage is to be placed in sealed garbage bags and placed in containers with lids on the owner's driveway by 7:00 a.m. on the day of pick-up. (One garbage container or 2 bags is permitted.)

37.2 All recyclable materials are to be recycled and there is no limit to the amount of recycling. Empty cardboard boxes and the like should be flattened and tied in bundles and placed on the owner's driveway by 7:00 a.m. on the day of pick-up.

37.3 Garbage cans must not be stored so that they are visible from the street.

38. Miscellaneous

Safety issues

38.1 No outside fires are permitted except for approved barbecues. Propane tanks must be stored outdoors and cannot be stored in the garage.

Storage of hazardous materials is not permitted on the property.

Outside water taps

38.2 The use of outside taps is prohibited between November 1st and March 31st. The cost of any damage occurring as a result of a breach of this bylaw will be charged to the lot owner. All garden hoses must be disconnected and put away during this period.

Advertising

38.3 Solicitation is not permitted at Rancho Estates.

38.4 Garage sales are only permitted on dates designated by the council.

38.5 Trade, business, professional or advertising material of any kind is not permitted on common property or on a lot.

General Appearance of Lots

38.6 No refrigerant air conditioners may be installed in home windows. Portable air conditioners with a hose may be used.

38.7 Approved window coverings are the standard horizontal blinds on all windows, with the exception of doors, where either vertical or horizontal blinds are acceptable. All blinds must be in a neutral color as the original blinds.

38.8 No flags, cardboard, plywood, blankets, tin foil, or other items may cover or be displayed in any window.

38.9 Hanging of laundry or clothing, or other such items is not permitted, where visible from the roadway or another lot.

38.10 Garden ornaments are not to exceed the size of 12 inches high and 12 inches wide on the front of the lots or where they are visible from the street.

38.11 Exterior holiday lights may be up for a reasonable period (three weeks), during the respective holidays which include Christmas (December), Duwali (November) Halloween (October) and any other generally accepted national or provincial holiday.

38.12 If lights are hung from the gutters, plastic hooks must be used.

38.13 If lights are placed around windows or doors, the type of fasteners used cannot penetrate the exterior of the building, nor can it be of a material that stains the exterior.

39. Insurance

39.1 Each Sublessee must have and provide proof of the following insurance coverages to the Homeowners' Association prior to the expiration of any homeowner's insurance policy now in effect:

- (a) proof of comprehensive general liability insurance in the amount of \$ 2,000,000;
- (b) proof of coverage to cover all deductibles on the "All Risk" portion of the Homeowner's Insurance policy, namely, "All property, All Risk", earthquake, lock and key, water damage, back up of sewers, sumps, septic tanks or drains.

39.2 A Sublessee will be fined \$ 200.00 per month, until such time as proof of an "inforce" insurance policy is provided. In the first year of enforcement (2015), proof of insurance must be provided by July 31, 2015 and thereafter prior to the expiration of each homeowner's policy.