

EXHIBIT E-1**MALAHAT FOREST ESTATES
BYLAWS – STRATA PLAN EPS2814****Division 1 – Definitions**

1 For the purposes of these bylaws:

“Act” means the *Strata Property Act*, SBC 1998 c. 43, as may be amended or replaced from time to time.

“Approval Process” means the mandatory design review and application process set out in the Design Guidelines by which the Owner may obtain final approval from the Approving Body to proceed with construction upon the Strata Lot in accordance with the Plans and Specifications and by which the Approving Body completes its review of the completed construction to ensure compliance with the approved Plans and Specifications.

“Approving Body” means that body having the right and power to review, vet, and in its sole discretion, approve or reject Plans and Specifications submitted by the Owner as part of the Approval Process and the **“Approving Body”** is the Developer or its authorized agent or agents while the Developer is the registered Owner of any interest in any of the Strata Lots in the Strata Corporation, and thereafter Approving Body means the Strata Corporation.

“authorized” means authorized in writing.

“Building Envelope” means that area of the Strata Lot which has as its boundary the minimum setback distances required by the Cowichan Valley Regional District land use bylaws, which may be further restricted by any covenant charged against the Strata Lot as well as any further restrictions set out in these bylaws or the Design Guidelines.

“bylaws” means these bylaws, as may be amended or replaced from time to time.

“construction” means the building of Improvements upon the Strata Lot and includes grading, filling or other site preparatory work on the Strata Lot.

“Design Guidelines” means those Design Guidelines published by the Approving Body, as may be amended from time to time, a copy which can be obtained from the Approving Body.

“Developer” means 295146 Alberta Ltd. and Ernie Christman or their successors and assigns.

“Improvements” means a dwelling, building and other construction including, but not limited to, storage sheds, out-buildings, driveways, landscaping and fencing.

“Strata Lots” means the Strata Lots having the following legal description: Strata Lots 1 – 18, Malahat District, Strata Plan EPS2814, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V and **“Strata Lot”** means any one of them.

“Owner” means the registered Owner of the Strata Lot from time to time.

“Plans and Specifications” means those plans and specifications, described in the Design Guidelines and required by the Approving Body in respect of the Approval Process.

“Strata Corporation” means The Owners, Strata Plan EPS2814.

Division 2 - Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees and other amounts owing to the Strata Corporation

- 2 (1) An Owner must pay strata fees on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the Strata Corporation as set out in the approved budget.
- (2) If an Owner fails to pay strata fees or a special levy at the required time, then the Owner must pay to the Strata Corporation interest on the late payment in the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid. In addition to interest, after compliance with the notice and hearing provisions set out in section 135 of the Act, the Strata Corporation will be entitled to assess a fine against such Owner in the amount of \$50.00. An additional \$50.00 fine will be levied on a cumulative basis, for each month or part thereof that the strata fees or special levy remain unpaid.
- (3) Any late payments made by an Owner will first be applied to the payment of outstanding interest and fines, if any, and secondly to the payment of outstanding strata fees or special levy.
- (4) Each Owner is responsible for payment, without invoice, of all other amounts owing to the Strata Corporation as provided for in the Act or these bylaws and if the Owner fails to pay any money so owing, then the Owner will, after having been given written notice of the default and being provided with a reasonable opportunity to answer the complaint, be considered to have breached the bylaws and be subject to all bylaw enforcement provisions of the Act including the assessment of a fine. If such default continues beyond the month in which the amount became due, this will be considered to be a further breach of the bylaws and be subject to a further fine for each additional month that such amount remains unpaid.
- (5) Fines authorized by these bylaws, banking charges, filing costs, full indemnity legal expenses, expenses incurred by the Strata Corporation to enforce these bylaws, as they may be amended from time to time, expenses incurred by the Strata Corporation to enforce any rule which may be established from time to time by the council pursuant to the Act or these bylaws, and any other expenses that are the responsibility of the Owner under the Act, will be the responsibility of the Owner who has caused any such costs or expenses to be incurred by the Strata Corporation, and will become due and payable on the first day of the month following notification to the Owner in writing of the amount owing.
- (6) Any costs or expenses incurred by the Strata Corporation as a result of an infraction or violation of the bylaws or any rules established under them, including but not limited to the full cost of repairing any damage to the plumbing, electrical and other utility systems or

other parts of the common property caused by the Owner, his or her tenants, occupants, employees, agents, invitees, guests or visitors, will be charged to that Owner and will be payable on or before the first day of the month next following the date on which the costs or expenses are incurred.

- (7) Where any claim has been made against the insurance policy of the Strata Corporation as a result of a violation of any of the bylaws or any rule which may be established from time to time by the council pursuant to the Act or the bylaws, by any Owner or any tenant, occupant, employee, agent, invitee, guest or visitor of such Owner, a sum equal to the amount of the deductible charged by the insurer of the Strata Corporation as a result of the claim will be payable by the Owner of the strata lot and will become due and payable on the first day of the month next following.

Repair and maintenance of property by Owner

- 3** (1) An Owner must repair and maintain the Owner's Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (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 Strata Corporation under these bylaws.

Use of property

- 4** (1) An Owner, tenant, occupant or visitor must not use a Strata 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 Strata Lot,
 - (d) is illegal;
 - (e) is contrary to a purpose for which the Strata Lot or common property is intended as shown expressly or by necessary implication on or by the strata plan; or
 - (f) is injurious to the reputation of the Strata Corporation.
- (2) An Owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a Strata Lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An Owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

- (4) The Owner is responsible for the immediate clean up of any pet excrement that occurs on the common property.
- (5) The Owner is responsible for such Owner's pets and shall ensure that such Owner's pets do not cause a nuisance to any resident.
- (6) An Owner may have no more than two outdoor pets, but the council of the Strata Corporation in their reasonable discretion, may approve an Owner's request to have more than two.
- (7) If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the *Strata Property Act*. At the end of the hearing, the council may take no action, fine the Owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the Strata Lot in which case the pet will be immediately removed. The Owner of the pet will be advised about the outcome of the hearing in writing.
- (8) The council of the Strata Corporation, by notice to the Owner or occupier, may require removal by an Owner or occupier of any residential Strata Lot of any pet or other animal kept by the Owner or occupier in a Strata Lot if such pet or animal, in the opinion of the strata council constitutes a nuisance to any Owner or occupier of a Strata Lot, or causes danger or damage to any Owner or occupier of a Strata Lot or to any property of the Strata Corporation or an Owner or occupier of a Strata Lot.
- (9) An Owner must not do any of the following:
 - (a) hang laundry or washing in such a way as to be visible from the outside of the Strata Lot;
 - (b) allow his Strata Lot either to become untidy or to create an untidy condition on common property immediately adjacent to his Strata Lot. The council shall be at liberty, upon seven days' notice in writing to the Owner, to remove any items that are creating the untidy condition on the common property or clean up the common area immediately adjacent to any Owner's Strata Lot to its satisfaction, and charge the expense to the Owner.
- (10) The pathways, roadways and driveways on the common property shall not be obstructed or used for any purpose other than that for which each was designed. No Owner, occupier or person shall park his vehicles, or allow his guest, visitor, or invitee to park their vehicles, on the common property roadways and driveways.
- (11) No Owner, occupier or person shall park or permit to be parked on the Strata Lot, inclusive of the garage and the driveway, more than four private passenger vehicles at one time.
- (12) No boat, camper, mobile home, heavy equipment, commercial or recreational vehicle, motorized recreational vehicle, travel trailer or similar equipment shall be parked, placed or stored upon any Strata Lot unless such boat, camper, mobile home, heavy equipment, commercial or recreational vehicle, motorized recreational vehicle, travel trailer or similar equipment is placed or stored within an enclosed garage on the Strata Lot or unless screened by fencing or plantings or other adequate screens in such a manner as to shield

them from view from the fronting street or other Strata Lots.

- (13) No house trailer or mobile, pre-manufactured or modular building shall be erected, placed or stored on any Strata Lot at any time.
- (14) None of the Strata Lots or any Improvement on a Strata Lot shall be put to any principal use which is not residential. None of the Strata Lots nor any Improvement on a Strata Lot shall be put to any accessory use which is commercial, industrial, public or private utility use.
- (15) No water from any stream, culvert, ditch or pond shall be diverted, dammed or drained, nor shall any stream, culvert, ditch or pond within the strata corporation be altered or interfered with.
- (16) No air-conditioning units, clotheslines, fixtures, radio or transmission towers, satellite dishes, swimming pool fixtures or storage piles shall be located on the roof of any structure on a Strata Lot or shall be maintained on a Strata Lot or any part thereof unless screened by walls or plantings or other adequate screens in such a manner as to conceal them from view from the fronting street or other Strata Lots.
- (17) No Improvement which has been partially or totally destroyed by fire, earthquake or otherwise shall be allowed to remain in such state for more than three months from the time of such destruction.
- (18) No wrecked, partially wrecked or unlicensed vehicles, salvage materials, equipment or refuse are permitted to be stored or kept on a Strata Lot.
- (19) No combustible, flammable or other hazardous material as defined in applicable environmental protection legislation shall be stored upon a Strata Lot.
- (20) No person shall be permitted to use or discharge any firearm, air gun or explosives on a Strata Lot.
- (21) No outside incinerators or other equipment for the disposal of garbage, trash or other waste shall be used.
- (22) No garbage is to be put outside of buildings on a Strata Lot unless in designated animal proof containers. Compost containers must be enclosed. No containment structures shall be placed in the front yard of a Strata Lot unless screened by walls or plantings or other adequate screens in such a manner as to conceal them from view from the fronting street or other strata lots.
- (23) No sound emanating from any source or device located on a Strata Lot may exceed 50 dBA at 6 metres.
- (24) No owner shall plead in defence of an action or proceeding to enforce any of the provisions of this Schedule condoning, excuse or waiver, or that there would be an adequate remedy at law, in equity, in damages or otherwise in order to resist enforcement by restraining order or injunction.

- (25) No Owner, occupier or person shall do anything on the common property likely to damage the common property or the trees and vegetation thereon.
 - (26) The design, colour, content, and placement of all signage within a Strata Lot or on any common property including signage respecting a Strata Lot which an Owner is attempting to sell, lease, or rent, is subject to approval by the Strata Council.
 - (27) No owner, occupier, or person shall park any type of vehicle, trailer, or RV on common property roadways, pathways, or common property.
- 5** The speed limit on all roadways within the Strata Corporation is 20 kilometres per hour or such other speed limit that may be posted by the Strata Council.

Inform Strata Corporation

- 6**
- (1) Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, Strata Lot number and mailing address outside the strata plan, if any.
 - (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.

Obtain approval before altering a Strata Lot

- 7**
- (1) An Owner must obtain the written approval of the Approving Body before making a significant change in the use or appearance of any home or structure that was constructed on a Strata Lot in compliance with the building restrictions contained in Division 9 of these bylaws.

Obtain approval before altering common property

- 8**
- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
 - (2) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Permit entry to Strata Lot

- 9**
- (1) An Owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours written notice
 - (i) to inspect, repair or maintain common property, common assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act, or

- (ii) to ensure compliance with the Act and the bylaws.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.

Division 3 - Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

- 10** The Strata Corporation must repair and maintain all of the following:
- (a) common assets of the Strata Corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to repair and maintenance that in the ordinary course of events occurs less often than once a year.

Division 4 – Council Election

- 11** (1) The council must be elected by and from among the registered Owners of the Strata Lots.
- (2) Where a Strata Lot is owned by more than one person, only one Owner of the Strata Lot or their appointed representative shall be a member of the council at any one time.

Council size

- 12** The council must have at least 1 and not more than 7 members.

Council members' terms

- 13** (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.
- (2) A person whose term as council member is ending is eligible for reelection.

Removing council member

- 14** (1) Unless all the Owners are on the council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

- 15** (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months,

- the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
 - (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
 - (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 16**
- (1) At the first meeting of the council held after each annual general meeting of the Strata Corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
 - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
 - (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, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
 - (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 17**
- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
 - (2) The notice does not have to be in writing.
 - (3) 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.

- (4) The council must inform Owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

- 18** (1) By application in writing, stating the reason for the request, an Owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (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 one week of the hearing.

Quorum of council

- 19** (1) A quorum of the council is
- (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3 or 4 members,
 - (c) 3, if the council consists of 5 or 6 members, and
 - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 20** (1) 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.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

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.
- (2) Unless there are only 2 Strata Lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform Owners of minutes

- 22** The council must inform Owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- 23** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
- (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
- (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
- (b) whether a person should be fined, and the amount of the fine.

Spending restrictions

- 24** (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1) in accordance with section 98 of the Act, a council member may authorize, without resolution of the Strata Corporation, an expenditure of not more than \$2,000 per occurrence which was not set out in the annual budget of the Strata Corporation and approved by the Owners at a general meeting provided such expenditure is necessary

to ensure safety or prevent significant loss or damage, whether physical or otherwise.

Limitation on liability of council member

- 25** (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.
- (2) Subsection (1) does not affect a council member's liability, as an Owner, for a judgment against the Strata Corporation.

Division 5 - Enforcement of Bylaws and Rules

Maximum fine

- 26** For the breach of either a bylaw or a rule, the strata corporation may fine an owner or tenant up to the maximum permitted under the Strata Property Regulation, as amended.

Continuing contravention

- 27** 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.

Division 6 - Annual and Special General Meetings

Person to chair meeting

- 28** (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- 29** (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 30**
- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
 - (2) 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.
 - (3) 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.
 - (4) 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.
 - (5) 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.
 - (6) If there are only 2 Strata Lots in the strata plan, subsection (5) does not apply.
 - (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

- 31** 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;
 - (i) ratify any new rules made by the Strata Corporation under section 125 of the Act;
 - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;

- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 7 - Voluntary Dispute Resolution and Small Claims

Voluntary dispute resolution

- 32** (1) A dispute among Owners, tenants, the Strata Corporation 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 Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one Owner or tenant of the Strata Corporation nominated by each of the disputing parties and one Owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, 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.

Small Claims

- 33** (1) Pursuant to section 171 of the Act, the council, on behalf of the strata corporation, or an executive on behalf of a section, may commence a proceeding under the *Small Claims Act*, without further authorization from the strata corporation, against an owner or other person to recover money which the strata corporation is required to expend as a result of 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. The council may commence the proceedings to collect money owing to the strata corporation including administration fees, banking charges, fines, penalties, interest, the costs, including full indemnity legal fees, of remedying a contravention of the bylaw or rules, 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 council has full authority to negotiate a settlement or discontinue or dismiss the action.

Division 8 - Marketing Activities by Developer

Promotion

- 34** The Developer shall have the right to:
- (a) maintain any Strata Lot or Strata Lots, whether owned or leased by it, as display homes and to carry on any marketing and sales functions within such Strata Lots and within any area of the common property of the Strata Corporation;
 - (b) erect and maintain such signage on the common property of the Strata Corporation;
 - (c) have access to any and all parts of the common property and common facilities for the purpose of showing Strata Lots, the common property and the common facilities to prospective purchasers and realtors; and
 - (d) assign to any other person the rights set out in this section 34;

in each case as may be reasonably determined by the Developer in order to enable or assist it or its assignee in the marketing or selling of any Strata Lot within the Strata Corporation. The Developer shall act reasonably in exercising its rights under this section. This section may not be directly or indirectly modified, amended, rescinded or varied in any way except by a unanimous resolution.

Division 9 – Building Restrictions

Plan Approval

- 35** No Owner shall construct, place, erect, or maintain, on the Strata Lot any Improvements unless the Owner completes the Approval Process and the Approving Body has given final approval for the construction of the Improvements set out in the Plans and Specifications provided by the Owner to the Approving Body. It is the intention of Division 9 of these bylaws that all Improvements are to be controlled as to their design for the benefit of the Strata Lots and the surrounding area known as “Malahat Forest Estates” as a whole.
- 36** No Owner shall obtain a building permit in respect of the construction or renovation of Improvements upon the Strata Lot unless and until the Approving Body has given final approval of such construction in accordance with the Plans and Specifications provided by the Owner to the Approving Body.
- 37** Any approval given by the Approving Body under these bylaws shall not be a warranty as to the fitness of the Improvements or its compliance with building and zoning regulations of the Cowichan Valley Regional District or other applicable laws.
- 38** The refusal or failure of the Approving Body to give the approval referred to in this Division 9 will not be actionable by any person under any circumstances, it being in the sole discretion of the Approving Body to give or withhold such approval. Without restricting the foregoing, in considering whether or not to approve submitted Plans and Specifications, the Approving Body shall have the right, but shall not be obligated, to refuse to grant such approval if such Plans and Specifications do not comply with the Design Guidelines.

Site Restrictions

- 39 No dwelling or home shall be constructed upon the Strata Lot, other than within the Building Envelope.
- 40 No Improvement shall be constructed upon a Strata Lot if such construction will interfere with naturally established drainage patterns.
- 41 No Improvement shall be constructed upon a Strata Lot unless all reasonable efforts have been made in the design to maintain the natural grade upon the site.
- 42 All site water runoff arising during construction is to be captured and cleaned prior to discharge. No solids, waste water or chemicals may be discharged into storm water systems, streams, natural water courses and standing bodies of water during the process of construction or at any other time.

Timber Marking

- 43 No timber on the Strata Lot shall be harvested, cut or timber marked for the purposes of commercial sale.

General Restrictions

- 44 No Improvement that has been constructed on a Strata Lot shall be decorated, renovated, repaired or restored in such a fashion that would result in the exterior appearance of the Improvement changing from the original exterior appearance of the Improvement approved under Division 9 of these bylaws unless such decoration, renovation, repair, or restoration complies with Division 9 and receives the approval of the Approving Body in accordance with the requirements and procedures set out in Division 9 of these bylaws.
- 45 No Improvements upon the Strata Lot shall be allowed to become in disrepair, unsightly or untidy, it being the intent of these restrictions that the Improvements thereon shall be maintained at all times in a neat and attractive state and condition.
- 46 No Owner shall construct more than one single family dwelling on the Strata Lot.

Division 10 – Security Deposit

- 47 All Owners submitting to the Approving Body a proposal to construct an Improvement as required by Division 9 of these bylaws shall also provide to the Approving Body a construction security deposit of \$5,000 (the “security deposit”) which shall be held by the Approving Body as security to:
 - (a) ensure compliance with Division 9 of these bylaws;
 - (b) repair any damage to common property or Strata Lots, subdivision services or municipal services (including without limited the generality of the foregoing, sewer lines, water lines and roads); and
 - (c) carry out any street cleaning, clean-up of common property areas or Strata Lots required as a result of the dwelling or house construction.

The security deposit shall be held by the Approving Body until all work, including without limitation, construction of the Improvement, driveway, landscaping, walls/fencing and clean-up, has been completed to the Approving Body's satisfaction.

In the event that the Approving Body is not satisfied as provided above and there is further repair or cleaning required to the common property or Strata Lots then the Approving Body may deduct the cost of all necessary repairs and cleaning from the security deposit and use such funds to undertake such construction, repairs or cleaning. Any balance remaining of the security deposit shall be returned to the Owner within ten days after completion of the proposed Improvement, completion of the repairs and cleaning to the common property or Strata Lots, as the case may be. In the event that the security deposit is not sufficient to pay the cost of the required construction, repairs or cleaning to the common property or Strata Lots, then the Owner shall remain liable for any shortfall and such shortfall shall be a debt immediately due to the Approving Body and, if due to the Strata Corporation, it shall be recoverable by the Strata Corporation on the same basis as if it were strata fees due pursuant to these bylaws. Any amount remaining unreturned after 24 months from the date the Strata Lot is conveyed from the Developer shall be paid to the Strata Corporation and the Owner hereby directs any law firm holding the security deposit to make such payment without further authority from the Owner.

General Provisions

- 48** If any section, subsection, sentence, clause or phrase in Division 9 of these bylaws is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of these bylaws.
- 49** No Owner shall proceed with any action or plan requiring the consent or approval of the Approving Body under Division 9 of these bylaws unless such consent or approval is provided in writing by the Approving Body.
- 50** In the event of any conflict between the Design Guidelines and Division 9 of these bylaws, the Design Guidelines shall prevail.

NOTE: TO BE INSERTED – FIRE MANAGEMENT PLAN REQUIREMENTS

END OF DOCUMENT