

**SHELTER BAY OWNER ASSOCIATION  
CONSOLIDATED RULES AND REGULATIONS – Effective Oct 31, 2022**

**DEFINITIONS**

1. The following terms shall have the meanings set forth below:
  - (a) “Bylaws” means the bylaws of the Owner Association in force and effect from time to time;
  - (b) "Common Area" has the meaning ascribed thereto in the Sublease;
  - (c) “Common Costs” has the meaning ascribed thereto in the Sublease;
  - (d) "Developer" means Shelter Bay Partnership;
  - (e) “Exclusive Use Area” has the meaning ascribed thereto in the Sublease;
  - (f) "Head Lease" means the lease dated effective September, 2017 granted by Ronald Michael Derrickson and Douglas Noll Theodore Derrickson in favour of the Developer as such lease may be amended from time to time;
  - (g) "Management Company" means a Property Management Company retained by the Owner Association to manage the affairs of the Owner Association;
  - (h) "Maintenance Payments" means an Owner's contribution to the Owner Association on account of Common Costs pursuant to a Sublease;
  - (i) "Property Manager" means the person named by the Management Company to represent them in managing the affairs of the Owner Association;
  - (j) "Owner" means the holder of a Sublease;
  - (k) "Owner Association" means Shelter Bay Owner Association;
  - (l) "Sublease" means a sublease of the Head Lease and “Subleases” means more than one Sublease;
  - (m) "Spouse" means a spouse as defined under the *Family Law Act (BC)*; and
  - (n) "Unit" means the residence (townhouse) subleased by the Developer to an Owner

**DUTIES OF OWNERS**

2. An Owner shall:
  - (a) allow a competent person(s) to enter any Unit in an emergency, without notice, to ensure safety or prevent significant loss or damage;
  - (b) promptly carry out all work that may be ordered by any competent public or local

authority in respect of his Unit and pay all rates, taxes, charges, outgoings, lease payments and assessments that may be payable in respect of his Unit, repair and maintain the exterior of the Unit and keep it in a state of good repair; reasonable wear and tear and damage by fire, storm, tempest or Act of God excepted;

- (c) use and enjoy the Common Area, any Exclusive Use Area, common facilities or other assets of the Owner Association in a manner that will not unreasonably interfere with their use and enjoyment by other Owners, their families or visitors, occupants, agents, servants, licensees or invitees;
- (d) allow the Owner Association and its contractors reasonable access to all common property, including any Exclusive Use Area designated for its benefit so that the Owner Association may exercise its powers and perform its duties with respect thereto;
- (e) not use his Unit, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a Unit, whether an Owner or not, or his family or that is in contravention of any law applicable to the Unit or that will result in any unusual or objectionable noise or odour to emanate from the Unit or that is inconsistent with the intent of these Rules and Regulations. Furthermore, the Unit must be used only in the manner permitted in the Sublease;
- (f) notify the Owner Association promptly on any change of ownership of his Unit and obtain written confirmation from the Owner Association, prior to the change of ownership of his Unit, confirming that no amounts are owing by him to the Owner Association in respect of his Unit;
- (g) comply strictly with these Rules and Regulations, and all other Rules and Regulations of the Owner Association, and with rules and regulations adopted from time to time;
- (h) not, without the written permission of the Owner Association, alter in any way the exterior appearance or structure of the Unit;
- (i) permit all landscaping and maintenance of landscaped areas surrounding the Unit to be carried out by contractors employed by the Owner Association, and the Owner will not himself or anyone on his behalf trim, cut or in any way alter or interfere with Project Landscaping without the prior written consent of the Owner Association;
- (j) maintain insurance as required under the Sublease;
- (k) not install an exterior air conditioner condensing unit on their Unit or on any common area or Exclusive Use Area without the written permission of the Owner Association. No air conditioner condensing unit with a sound rating exceeding 76 decibels may be installed. Any request for permission to install an exterior air conditioner condensing unit must be accompanied by a sketch showing the proposed location on the Unit and a specification sheet evidencing that the theoretical sound rating for the proposed unit does not exceed 76 decibels;
- (l) hot tubs are permitted but only in accordance with the terms of the Sublease.

#### **DUTIES OF OWNER ASSOCIATION**

3. The Owner Association shall:
- (a) control, manage and administer the Common Area, common facilities or other assets of the Owner Association for the benefit of all Owners;
  - (b) keep in a state of good and serviceable repair and properly maintain the Common Area, common facilities and other assets of the Owner Association;
  - (c) maintain all Common Area including lawns, gardens, parking areas;
  - (d) maintain and repair, including renewal where reasonably necessary, pipes, wires, conduits and cables existing in the Common Area or common facilities;
  - (e) on the written request of an Owner or mortgagee of a Unit, produce to him or a person authorized in writing by him the insurance policies effected by the Owner Association and the receipts for the last premiums and provide confirmation of the amount, if any, owing by the Owner to the Owner Association;
  - (f) collect and receive all Maintenance Payments paid by the Owners and deposit the same with a financial institution;
  - (g) open two trust accounts with a recognized financial institution. One for the operating account and one for the contingency reserve fund. In the event that a special levy is approved by the Owner Association, a third trust account must be set up separately for the administration of the special levy and must be reported to the Owners in the same manner as the financial statements for the operating and contingency reserve fund accounts;
  - (h) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the Owner Association and provide security, as required by the Westbank First Nation or other relevant authority; and
  - (i) observe and perform the terms and conditions of the Sublease granted to the Owner Association in respect of the Common Area and common facilities described in such Sublease.

#### **POWERS OF OWNER ASSOCIATION**

4. The Owner Association may:
- (a) make an agreement with an Owner for the provision of amenities or services by it to the Unit or the Owner;
  - (b) make and amend these Rules and Regulations as it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the Common Area, common facilities or other assets of the Owner Association;
  - (c) do all things necessary for the enforcement of the Subleases, the Bylaws and these Rules and Regulations and for the control, management and administration of the Common Area, common facilities or other assets of the Owner Association, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for

contravention of the Rules and Regulations, rules or regulations; and

- (d) determine the levy for the contingency reserve fund which shall not be less than 5% of the total annual budget, until the reserve reaches an amount that the Owner Association considers sufficient having regard to the Common Area and common facilities, and thereafter raise further amounts for replacements of funds from time to time and over a period of time as the Owner Association thinks fit;

### **FINES/INFRACTIONS**

5.

- (a) Notification of a possible violation/infraction of the Bylaws or these Rules and Regulations by an Owner must be received using the appropriate complaint form, which is available from the Board of Directors or the Property Manager. The complaint form must be signed and sent or delivered to the Board of Directors or to the Property Manager.
- (b) The Board will determine if the complaint is a candidate for dispute resolution, in which case, it will be referred to the Dispute Resolution Committee (pursuant to bylaw 19). If the Dispute Resolution Committee process is not considered appropriate, or is attempted but unsuccessful, or is not acceptable to either party to the complaint, the matter will be referred by the Board to the Property Manager.
- (c) Within a timely manner, upon receipt of the notification, a written notice of the infraction will be sent by the Property Manager to the alleged offender allowing him two (2) weeks from the notification date to stop or correct the alleged Bylaw or Rule and Regulation infraction.
- (d) If, at the end of the two (2) week grace period, the infraction is not stopped or corrected, the Property Manager will notify the offender, by means of regular mail, that he is now in violation of a Bylaw or Rule and Regulation and will be charged the fines as specified below.
- (e) An infraction or violation of these Rules and Regulations or any rules and regulations established under them on the part of an Owner; his employees, agents, or invitees may be connected, remedied or cured by the Owner Association. Any costs or expense so incurred by the Owner Association shall be charged to that Owner and shall be added to and become a part of the assessment of that Owner for the month next following the date on which the costs or expenses are incurred, but not necessarily paid by the Owner Association, and shall become due and payable on the date of payment of the monthly assessment.
- (f) The Owner Association may recover from an Owner by an action for debt in a court of competent jurisdiction money which the Owner Association is required to expend as a result of an act or omission by the Owner, his employees, agents, or invitees, or an infraction or violation of the Bylaws or these Rules and Regulations or any rules or regulations established under them.
  - 1. Following a letter of warning, and unless otherwise stated in the by-laws, the fine for a violation of the Rules and Regulations or any rules and regulations

established by the Directors or committee of the Owner Association is \$100.00 per violation,

2. Unless otherwise stated in the Rules and Regulations or rules and regulations, outstanding fines for violations are payable for each month the fine is outstanding and will increase in proportion of the following schedule:

<u>Month</u>	<u>Fine</u>	<u>Total Due</u>
1 <sup>st</sup>	\$100.00	\$100.00
2 <sup>nd</sup>	\$200.00	\$300.00
3 <sup>rd</sup>	\$300.00	\$600.00

3. Unless otherwise stated in the by-laws or rules and regulations, fines for the 2<sup>nd</sup> and subsequent violations of the same bylaw or rule or regulation by the same person are cumulative and as follows (to a maximum of \$2,000.00/month):

2 <sup>nd</sup> violation	\$250.00
3 <sup>rd</sup> violation	\$500.00
4 <sup>th</sup> violation	\$1,000.00
5 <sup>th</sup> violation	\$2,000.00

4. Any fines levied by the Owner Association for an infraction or violation of the bylaw or any rules and regulations established under them on the part of an Owner, the Owner's employees, agents, or invitees:
  - A. must be charged to the Owner, and
  - B. must be added to and become a part of the assessment of that Owner for the month next following the date on which the infraction occurred and become due and payable on the date of payment of the monthly assessment.
5. The Owner Association may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Owner Association is required to expend as a result of any act or omission by the Owner, their employees, agents, or invitees, which violates these Rules and Regulations or Rules and Regulations, and these shall be added to any amount found due, all costs of such action including costs as between solicitor and client.

## **PROHIBITIONS**

6. An Owner shall:
  - (a) not use his Unit for any purpose which may be illegal or injurious to the reputation of

the community;

- (b) not make undue noise in or about any Unit or Common Area or common facilities;
- (c) not keep any animals, livestock, fowl, or pets in his Unit or the common property other than two dogs or two cats or one cat and one small dog. The following breeds or any combination of the following breeds of dog, or crossbreeds containing these breeds, are specifically prohibited:
  - 1. Pit-bull Terrier,
  - 2. Staffordshire Bull Terrier,
  - 3. Presa Canario, and
  - 4. American Staffordshire Terrier;
- An owner who purchases a new home from the original developer may receive written permission for a non-conforming pet or pets with the stipulation that such non-conforming pet(s) be replaced with a conforming pet or pets after the death of the non-conforming pet(s). Any such permission must be evidenced by written addendum to the purchase agreement with the original developer.
- (d) be fully responsible for their behavior on the common property and on or in their Unit. If a pet is deemed to be a nuisance by the Owner Association, it shall be removed within thirty (30) days of the Owner Association's demand. Visitors, renters and tenants shall be informed of the rules concerning pets and Owner(s) will be responsible for clean-up or damage repair should their guests bring pets into the common property. Pets shall not be allowed on any neighbour's property, and barking dogs shall not be kept outside at night;
- (e) Owners shall ensure that all clean-up after pets will be done in a timely manner on all private property or Common Area;
- (f) Abusive behavior:

An Owner shall not act in a manner that can be construed as aggressive or threatening towards any Director, any other Owner, property manager or any contractor hired by the Directors or individual owners, to carry out any work in the complex, or behave in such a manner that can be construed as a nuisance.

### **MAINTENANCE PAYMENTS**

7.

- (a) Monthly Maintenance Payments are due and payable on or before the first day of each month. Maintenance fees not received by the 10<sup>th</sup> of the month in question may be subject to a fine of \$50.00 for each month or portion thereof.
- (b) When arrears aggregate three monthly Maintenance Payments, a lien and charge

may be placed on the Unit involved, at the Owner's expense, for the total monies due, including all legal and other expenses.

Every Owner who rents their home for a period of less than 30 days must provide the tenancy details to the Owner Association. The following information must be provided: name(s) of all the tenants; vehicle make, model and license plate number; and length of stay. The Owner will be required to pay a fee (Resort Fee) to the Owner Association to cover the cost of a tenant check-in facility or other arrangement which would provide tenants with details on the bylaws, parking restrictions, pool and beach etiquette, etc.

### **DISTURBANCE OF OTHERS**

8.
  - (a) No noise shall be made in or about the Unit or on the Common Area or common facilities which, in the opinion of the Owner Association, interferes with the enjoyment by others of other Units or the Common Area or common facilities.
  - (b) An Owner shall ensure that they and their visitors behave in a manner that does not interfere with the safety and peaceful enjoyment of others. This is to apply in or around the Owner's Home or while using Common Area and Common Facilities.
  - (c) No Owner shall operate his barbecue in a manner which, in the opinion of the Owner Association, interferes with another Owner's enjoyment of his Unit.
  - (d) Cycling is restricted to roadways and community pathways.
  - (e) Carpentry, the use of power tools, or similar activities shall be limited to the hours between 8:00 a.m. and 8:00 p.m.
  - (f) Smoking is not permitted on Common Area other than streets, walkways, or other designated areas.

### **HAZARDS**

9.
  - (a) No item shall be brought onto or stored in a Unit or the Common Area or common facilities which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Owner Association or any Owner, or which will invalidate any insurance policy.
  - (b) No material substance, especially burning material such as cigarettes or matches, shall be permitted to be discharged from any window, door, patio or other part of a Unit or the Common Area, common facilities or vehicle.

### **CLEANLINESS**

10.
  - (a) All household refuse and recycling material shall be secured in suitable plastic

bags or recycling containers and left for curbside pickup on the day of pickup and the containers shall be removed on the day of pick up.

- (b) Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual Owner or resident of the Unit.
- (c) No garbage, residue from barbecues, or other material shall be permitted to accumulate on the exterior portion of a Unit or on Common Area.

### **EXTERIOR APPEARANCE**

11.

- (a) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the Common Area or common facilities or the exterior of the Unit without prior written approval by the Owner Association.
- (b) Satellite dishes, awnings, shade screens, smoke stack, radio or television antenna may not be installed or hung on the building.
- (c) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, patios, or other parts of the Unit so that they are visible from the outside.
- (d) No enclosures of Common Area or common facilities or other structural alterations to the exterior of the Unit or on Common Area or common facilities shall be made, nor any other services altered or supplemented within any walls or on the Common Area or common facilities without previous written approval by the Owner Association.
- (e) Owners, residents or their agents shall not erect permanent or temporary real estate signage. Advertising on common property of units for sale will be restricted to a Real Estate Notice Board Directory.
- (f) Owners may have window blinds or curtains. In order to maintain a consistent exterior appearance window coverings may only be white or off-white when viewed from the exterior.
- (g) Owners may install protective UVF/UHF window treatments from bona fide installers of such materials with the prior written permission of the Owner Association.
- (h) Christmas lights and other Christmas seasonal decorations may be placed on an Owner's Unit. They may not be put up prior to November 15<sup>th</sup> and are to be taken down no later than January 15<sup>th</sup>. Lights may be turned on December 1<sup>st</sup> to January 15<sup>th</sup>.

### **PARKING**

12.

- (a) A resident shall use only the parking spaces included as part of the Unit, save and except for any front yard Exclusive Use Area and any private arrangements with other



Owners for the use of their parking space. Parking spaces shall not be leased or rented to a non-resident of the Development.

- (b) No repairs or adjustments shall be made to motor vehicles on exterior areas of the Unit or Common Area or common facilities.
- (c) Owners are responsible for the clean-up of oil spills or stains on their Unit and on Common Area and common facilities.
- (d) Guest parking is permitted only in the spaces provided. Guests shall be allowed to use guest parking overnight, but in any event for no longer than 3 consecutive days. Residents and Guests are not allowed to park on any roadways. Residents shall be allowed to park in Guest Parking Areas, but only if their Unit parking is occupied by visitors, or if their Unit parking is temporarily unusable due to maintenance being carried out on the Unit or its driveway. For Units built under the B plans, there will be designated parking spaces along the main road into the development.
- (e) A maximum speed of 20 kph shall apply within the Common Area and common facilities.
- (f) Parking is only permitted in a designated parking space, and a vehicle shall not park in a manner which will reduce the width of an access roadway, i.e. vehicles that are longer than an Owner's driveway. In such a case, these vehicles are permitted to be parked sideways on their driveway.
- (g) Parking is restricted to licensed and insured vehicle(s) only. A clean model specific and appropriate vehicle cover may be used to cover a vehicle while parked on an Owner's driveway. Tarps are not considered appropriate covers.
- (h) There shall be no storage of any personal property in parking areas or on the Common Area or Common Facilities.
- (i) Except for periodic deliveries or moving vans, no large commercial vehicles or tractor trailers are allowed to be parked in or brought into the complex. Owners are responsible for reporting any damage caused by large commercial vehicles delivering to their home.
- (j) There will be no parking along the Southeast side of Campbell Place fronting the Single Family Homes. Parking on this street is monitored by WFN Traffic and Parking Control.

### **13. PRIVATE BEACH AND BEACH PAVILION**

The Beach Pavilion and Beach area is for the exclusive use of Shelter Bay Homeowners only.

The following rules and regulations apply to this area.

- a) Private Property - No Trespassing – Area Under Video Surveillance
- b) No Lifeguard on Duty. Swim at your Own Risk
- c) No Noise between 10PM and 7AM
- d) No Smoking, Vaping, E-Cigarettes, Marijuana
- e) No Alcohol

- f) Pets must be on a leash at all times
- g) Owners must clean up after their pets
- h) No loud music
- i) No overnight camping
- j) Do not feed any wildlife
- k) No motorized vehicles on paths or beach (including e-Bikes, Jet Skis, etc.)
- l) No Glass of any kind (Bottles, Glasses, Plates, etc.)
- m) All garbage to be disposed of in proper containers

**For all emergencies phone 911**

### **DAMAGE TO PROPERTY**

- 14.
- (a) An Owner or resident shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.

### **SECURITY**

- 15.
- (a) Unit Owners or residents are responsible for anyone they admit onto or about their Unit and the Common Area and common facilities, inclusive of agents, servants, licensees, or invitees.
  - (b) The Owner Association may form a security committee to provide guidelines for the security of individual Units, and to establish resident-based voluntary crime prevention programs such as Block Watch.

### **MOVING AND RESALE**

- 16.
- (a) It will be the express responsibility of the Owner to ensure that all moves in or out by the Owner or resident conform to the Rules and Regulations, or Rules and Regulations as established by the Owner Association from time to time.
  - (b) The Owner Association shall provide for a central resale Directory board and shall ensure that individual resale signage is restricted to notification in such Directory.

### **NO MODIFICATIONS**

- 17.
- (a) Nothing in these Rules and Regulations modifies, waives or releases the obligations of an Owner pursuant to its Sublease.

## VOLUNTARY DISPUTE RESOLUTION

18.

- (a) A dispute between owners or between an Owner or Owners and the Owner Association or any combination thereof may be referred to a Dispute Resolution Committee if:
  - 1. Any of the parties to the dispute request a hearing,
  - 2. The dispute involves the Rules and Regulations or Rules and Regulations.
- (b) A Dispute Resolution Committee shall consist of one Owner of the Owner Association nominated by each of the disputing parties and one member appointed by the Board of Directors who shall chair the Committee.
- (c) A written complaint must be received using the prescribed form and sent to the Owner Association by mail or email at their current email address.
- (d) The Dispute Resolution Committee must:
  - 1. Contact both parties for information relevant to the complaint,
  - 2. Provide an amicable mediation process, and
  - 3. Attempt to end the dispute voluntarily.
  - 4. Advise the Board of Directors in writing within 30 days, that the dispute is resolved, or further action is required.
- (e) The Dispute Resolution Committee must observe total confidentiality at all phases of the procedure, to protect the privacy of all parties.
- (f) Voluntary dispute resolution shall be applied before enforcement of Rules and Regulations, or Rules and Regulations, and schedule of fines, whenever possible.