

BYLAWS OF THE OWNERS: CONDOMINIUM PLAN NO. 752 0358 O/A WOODLAND COURT

NOTE: This is a partial set of the Woodland Court Bylaws effective March, 2018.
This set of Bylaws is applicable to Rental Units Occupants / Tenants.
Refer to Bylaw #55 for compliance.
Failure to comply with the Bylaws may result in Monetary Sanctions – Bylaw #91
Town of Hinton Bylaw #1021 is in effect as well as Pet Bylaw #64

For a complete set of the official Bylaws, contact the Board. woodlandcourt441@gmail.com

DEFINITIONS AND PURPOSE

1. DEFINITIONS AND APPLICATION

These Bylaws have been enacted by Woodland Court to replace and repeal the Statutory Bylaws set out in the Act and any amendments thereto.

The following definitions shall apply to all parts of these Bylaws:

r. "Owner" means:

i. the registered owner of a Unit; and

ii. shall be read "tenant" or "tenants," "resident or residents" or "occupant" or "occupants" as the context may require.

2. PURPOSE OF BYLAWS

These Bylaws have been enacted for the following purposes:

- a. to provide for the health and safety of the Owners;
- b. to provide for the peace, comfort and convenience of the Owners;
- c. to develop a sense of community amongst the Owners; and
- d. to maintain the Units and the Common Property in such a manner as to enhance property values.

31. OBSERVANCE OF BYLAWS

The Corporation, the Board and all Owners of the Units shall observe and obey all such Bylaws as are applicable to each of them and as amended from time to time. If any provision of these Bylaws is or becomes illegal or not enforceable, it shall be deemed to be separate and severable from these Bylaws and the remaining provisions of these Bylaws shall remain in full force and effect as if the severed provision had not been included in these Bylaws.

32. AMENDMENT OF BYLAWS

These Bylaws may be added to, replaced, amended or repealed by Special Resolution of the Corporation and not otherwise.

48. VIOLATION OF BYLAWS

- a. Any infraction, violation or default on the part of an Owner in abiding by these Bylaws or any rules and regulations established pursuant to these Bylaws may be corrected, remedied or cured by the Corporation, including, without restriction, actions, damages or injunctive relief.
- b. Any damages suffered, costs or expenses expended or incurred by the Corporation in correcting, remedying or curing such infraction, violation or default, including Legal Expenses, may be assessed as against an individual Unit and treated as a contribution due and payable to the Corporation.

52. THE OWNERS' DUTIES

An Owner shall:

- a. permit the Corporation and its agents, at all reasonable times on reasonable notice, except in case of emergency when no notice is required, to enter the Owner's Unit or Exclusive Use Area for the purpose of:
 - i. inspecting, maintaining, repairing or replacing pipes, wires, cables, ducts, conduits, plumbing, sewer, water, gas, electrical, transformer, telephone and telecommunications lines and other facilities for the furnishing of utilities existing in the Unit and capable of being used in connection with the enjoyment of any other Unit or Common Property, or for the purpose of maintaining, repairing and updating the Common Property; and
 - ii. ensuring that these Bylaws are being observed;
- b. allow the Corporation entry to the Unit without notice in the event of an emergency, for the purposes of protecting the property of other Owners and the property of the Corporation;
- c. immediately carry out all work that may be ordered by any municipal or public authority in respect of the Unit, and pay all utility charges, rates, taxes, charges, outgoings and assessments that may be payable in respect of the Unit;
- d. repair, maintain and keep the Unit in a state of good repair;
- e. use and enjoy the Common Property in accordance with these Bylaws and all rules and regulations prescribed by the Corporation in such a manner as to not unreasonably interfere with the use and enjoyment by other Owners, their families, visitors or tenants;
- f. not use the Unit or permit it to be used in any manner for any purpose which may be illegal or injurious, or that will cause nuisance or hazard to any other person;
- g. notify the Corporation immediately, in writing, upon any change of registered ownership of the Unit or of registration of a mortgage against the title to the Unit;
- h. comply with and cause all the tenants, family, visitors and other occupants of the Unit to comply with the Act, the Bylaws and regulations in force from time to time;
- i. pay the Corporation when due all Common Expenses levied or assessed against the Unit together with interest at the Interest Rate;

- j. pay to the Corporation all Legal Expenses incurred as a result of having to take proceedings to enforce these Bylaws or the Act;
- k. pay the Corporation all Legal Expenses it has incurred as a result of having to take proceedings to collect any Common Expenses levied or assessed against the Unit;
- l. communicate any suggestions, questions or complaints regarding the Corporation, to the Board by email or in writing and addressed to the Corporation in an envelope marked to the attention of the Board. The Board shall not be required to act on any suggestion, question or complaint that is not in writing and properly submitted to the Corporation;

53. OWNER'S USAGE

An Owner shall not:

- a. use his Unit for any illegal purpose;
- b. render a Unit unfit for human habitation; or
- c. operate or use his Unit for commercial purposes unless prior written consent of the Board is obtained. The Board may grant permission if attendance of the public to the Unit is not required on a daily basis.

54. OCCUPANTS OF UNITS

- a. Each Residential Unit shall be occupied only as a one-family residence by the Owner of the Unit, his family and guests, or a tenant of the Owner, his family and guests. For the purposes of these Bylaws:
 - i. "Family" means:
 - A. one (1) or more persons related by blood or marriage, or common-law marriage;
 - B. a group of not more than three (3) persons who need not be related by blood or marriage, living together as a single housekeeping unit; and
 - C. live-in caregivers, caregivers for persons with high medical needs, who reside in the Unit.
 - ii. "roommate" is a person to whom a room is regularly supplied for consideration.
- b. The number of persons, adult and children, occupying a Unit shall not exceed the numbers permitted by any municipal or provincial law or regulatory authorities.
- c. Further to Bylaw 53(c), short-term rentals for a commercial purpose, such as AirBnB are not permitted.

55. TENANTS

- a. An Owner shall not rent, lease or grant possession of his Unit to any tenant until the requirements of the Act are complied with, including:
 - i. until the Owner provides the Corporation with the name of the tenant and amount of the tenant's rent for the Unit; and
 - ii. until the Owner complies with the security deposit requirements of the Corporation and provides the Corporation with an address for service for the Owner for any notice that may be served pursuant to the Act or the Bylaws.
- b. In addition to the requirements of the Act, an Owner must provide written notice to the Corporation of a written undertaking of the tenant to be bound by the Bylaws of the Corporation and to not cause damage to the real or personal property of the Corporation or the Common Property.
- c. A tenant shall not move into or occupy a Unit unless the Bylaws of this section have been complied with. Nothing in these Bylaws shall in any way relieve, waive or alter the responsibility of each Owner for the performance of all Bylaws by all persons using or occupying the Owner's Unit.

57. CIGARETTES, FIRE HAZARD AND FIRE PITS

- a. Cigarettes, cigars, or other smoking materials must be disposed of in an ashtray. At no point may discarded smoking material be disposed of recklessly or in flower pots, planters or landscaped areas.
- b. No Owner shall do or permit anything to be done in the Unit or on the Parcel or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance premiums with respect thereto.
- c. Fire pits or fire tables of any kind are not permitted on the Parcel.

58. WATER

Water shall not be left running unless in actual use in any Unit. All water taps, toilet flush valves and washers shall be kept in good repair.

59. PLUMBING

Toilets, sinks, tubs, drains and other water apparatus located in the Unit or the Common Property shall not be used for any purpose other than those for which they are constructed. No sweepings, garbage, condoms, feminine hygiene products, grease, rubbish, rags, ashes or other substances shall be deposited in or flushed through such apparatus.

60. COMBUSTIBLE MATERIALS

- a. Normal cleaning products and related household goods are permitted to be kept on the Parcel.
- b. No storage of gasoline or other combustible or flammable goods or materials and no offensive goods, provisions or materials may be kept on the Parcel.

61. SEASONAL DECORATIONS AND EXTERIOR DECORATING

- a. Seasonal decorations may be displayed between November 15 and January 31 of each year.
- b. For seasonal events outside of the aforementioned period, decorations may be displayed within one (1) week of the seasonal event but must be removed no more than one (1) week after the date of completion of the event.
- c. The Board, in its sole discretion, may at any time request the immediate removal of any decoration which is deemed to be inappropriate or displayed too early or too long.
- d. No seasonal decoration may be stapled, nailed, or otherwise affixed in a manner which penetrates the Building envelope.

62. REAL ESTATE, ELECTION AND OTHER SIGNS

- a. An Owner may display a reasonable election sign in the window of the unit for the duration of an election campaign; however, such sign is not to exceed twenty four (24) inches by twenty four (24) inches.
- b. No other signs, billboards, notices or other advertising matter of any kind shall be placed on any part of a Residential Unit or the Common Property, including any Exclusive Use Area, without the prior written consent of the Board.

63. SATELLITE DISHES

- a. No antenna, aerial, satellite dish, tower or similar structure or accessory shall be erected on or fastened to any Unit or the Common Property without prior written consent of the Board.
- b. Any satellite dishes installed prior to June 2017 are grandfathered in for the application of this Bylaw.

64. PETS

- a. For this section, a Permitted Pet means a combination of up to two of the following:
 - i. a dog;
 - ii. a cat;
 - iii. an aquarium not larger than forty (40) gallons; or
 - iv. a bird.
- b. A Unit may have a Permitted Pet; however, no other cat, dog, animal, livestock, fowl or reptile of any kind shall be kept in any Unit.
- c. Notwithstanding the generality of the foregoing, if the Board, in its sole and unfettered discretion, deems any Permitted Pet to be causing unreasonable disturbance to other Unit Owners or to be a hazard to or harmful to the other Owners, then the Owner of the Unit in which the Permitted Pet is kept shall immediately permanently remove the Permitted Pet.
- d. All will be required to be leashed and under the control of the Owner when on the Common Property;

- e. No Owner shall feed rabbit, pigeons, gulls, or other birds or animals from the windows or balconies of their Unit, or anywhere on the Parcel.
- f. No pets of any kind shall be kept on, defecate or urinate on, dig, or be allowed to run at large over any part of the Common Property. In the event that a Permitted Pet urinates or defecates on the Common Property, the waste must be immediately cleaned up by the owner of the pet.
- g. The Owner agrees to indemnify the Corporation as a charge as against his Unit from any expenditure incurred by the Corporation as a result of the Permitted Pet of the Owner including but not limited to cleaning up of waste, odour control, or repair of common property damaged by or in the recovery of the Permitted Pet.
- h. Notwithstanding Bylaw 64(a), all pets who reside in a Unit prior to the passing of these Bylaws are to be considered grandfathered and therefore permitted to remain until the pet passes away or moves out of the Unit. Any subsequent pets must comply with the requirements of being a Permitted Pet. All pets must comply with municipal bylaws.
- i. Notwithstanding Bylaws 64(a) through (h), where a disabled person is legally entitled to the assistance of a service animal pursuant to the Service Dogs Act, S.A. 2007, c. S-7.5, such animal may be kept by or accompany that person wherever necessary.

65. DEBRIS

Nothing may be thrown out of the windows or off the deck of any Unit. At no time shall mops, brooms, rugs or other cleaning utensils be shaken clean out of a window or off the deck of a Unit.

66. GARBAGE

Owners shall tightly wrap, tie and containerize their garbage and shall dispose of it in garbage containers in such location as may be directed by the Board from time to time. The following rules must be observed:

- a. debris shall be completely drip-free before it leaves the Unit and is carried to the pick-up areas in a careful manner and in a drip-proof container;
- b. cartons, boxes, crates, sticks of wood, bottles or other solid matter shall be taken to the transfer station;
- c. vacuum cleaner bags must be wrapped in a securely tied bag or package and then placed in the appropriate area for pick up;
- d. construction or renovation materials are not to be disposed of in the common garbage containers and shall be removed at the Owner's expense;
- e. items capable of being recycled shall be removed from the site by the Owner and recycled appropriately; and
- f. mattresses, appliances, couches or other bulky items must be taken by the Owner to the municipal dump.

67. NOISE

- a. An Owner shall not make or permit any disturbing noises within the Owner's Unit or on the Common Property or do or permit anything to be done which will interfere with the rights, comfort or convenience of other occupants of the Parcel.
- b. To add clarity but in no way restrict the above, an Owner shall not play or permit to be played loudly any musical instrument, gaming system, stereo, radio or television or another device, nor shall any Owner practice or allow either vocal or instrumental music at any time in such a manner as to disturb or annoy other members or occupants of the buildings.

68. BARBEQUES

- a. An Owner shall be entitled to have a barbeque, smoker or other similar cooking device on their patio provided that the barbeque is kept and used as far away from the building, fences and railings as practical.
- b. Only propane and natural gas fuel sources are permitted. For clarity purposes, no charcoal barbecues are allowed.

69. HEALTH

Units must be kept clean and in good order and shall not be allowed to become unsanitary or unsightly in appearance.

74. HYDROPONICS

To mitigate risk of mould, water loss and insurance claims, it is agreed that no hydroponic growing of any plant, fruit, vegetable or any other item is permitted within a Unit or anywhere within the Parcel.

75. APPEARANCE OF UNITS

Nothing shall be hung or placed on any part of the Common Property, or within a Unit that is, in the sole and unfettered discretion of the Board, aesthetically displeasing when viewed from the outside of the Unit.

76. PERSONAL BELONGINGS

All Owners will cause all articles belonging to their Unit, other than deck or patio furniture and other articles appropriately kept on the deck or patio, to be kept in their Units when not in actual use. Each Owner will comply with all reasonable requests of the Board that bicycles, toys, articles and household effects belonging to the Owners be put away inside such Owner's Unit when not in actual use, or stored in such appropriate place as may be designated by the Board from time to time.

77. LAUNDRY

No laundry shall be hung anywhere other than inside any Unit.

78. AWNINGS, SHADES OR SCREENS

Awnings, shades or screens may not be erected over the outside of the windows, nor shall any articles be hung or placed outside the window sills or on the deck of any Unit without the prior written consent of the Board.

79. AIR CONDITIONERS

Air conditioners are permitted with Board discretion

- a. Air conditioning systems can be utilized with prior written permission of the Board.
- b. No air conditioning unit which requires installation outside of a window will be permitted. Further, no air conditioning systems which risk deterioration to the Common Property by way of drainage will be permitted.
- c. Should the Board deem any air conditioner to be causing nuisance to other occupants or damage to the Common Property, for any reason within the reasonable discretion of the Board, the Board may demand and the Owner shall remove or repair the air conditioning unit with three (3) days of such demand.

80. PARKING AREAS

- a. An Owner shall not park his motor vehicle on any part of the Common Property without prior written consent of the Board.
- b. A visitor may only park his motor vehicle in a stall designated by the Board for visitor parking.
- c. An Owner shall not park a motor vehicle or leave any other obstacles in the emergency access routes located upon the Parcel.
- d. A parking area assigned to an Owner may be removed to allow the planting of a garden with prior written consent of the Board. However, when the Owner sells their Unit, the garden must be removed and the parking area restored.
- e. If an Owner who has converted a parking stall to a garden is found to be breaching the visitor parking provisions of these Bylaws, the Board may require the removal of the garden and the restoration of a parking stall within 60 days.

81. MOTOR VEHICLES

- a. No motor vehicles other than a private passenger vehicle, being a car, motorcycle, motorized scooter, half ton three-quarter ton truck or one ton truck, sport utility vehicle or van, or motorhome shall be parked in any parking space within the Common Property without the prior written consent of the Board, which consent the Board may withdraw at any time on fifteen (15) days' notice.
- b. Vehicles with external fuel tanks or a tidy tank may only park in the overflow parking.
- c. Notwithstanding the above, all vehicles must fit within the interior boundary of the parking stall being used.
- d. Parking of motorcycles requires a base beneath the kickstand to prevent damage to the parking area.
- e. No motor vehicle, including vehicles used for furniture moving, shall be driven on any part of the Common Property other than on a driveway, roadway or parking space.

- f. No house trailer, tent trailer, boat, trailer, snowmobile, machinery or equipment of any kind shall be parked within the Common Property other than as approved by the Board in writing.
- g. No repairs or servicing of motor vehicles may be carried out within the Common Property.
- h. A motor vehicle which is:
 - i. not in running order;
 - ii. undergoing repairs taking longer than 1 day to complete;
 - iii. not insured; or
 - iv. not displaying valid license plates
 may not be parked or located upon the Parcel except as permitted by the Board in writing.
- i. An Owner shall not allow or permit the Common Property, including roadways, to be used for the parking of motor vehicles except in such areas designated by the Corporation as visitor parking. All areas designated by the Corporation as visitor parking shall be used only by guests of the Owners to park motor vehicles owned by such guests while visiting such Owner. No guest shall use visitor parking in excess of seventy two (72) hours per thirty (30) days without prior written consent of the Board.

82. SIDEWALKS, WALKWAYS AND PARKING AREAS

The sidewalks, walkways, passages, driveways and parking areas shall not be obstructed by any Owner or used by them for any purpose other than for entering and leaving his Unit. Parking areas shall not be used for any purpose other than the parking of motor vehicles and no Owner shall trespass in any parking areas which the Owner of another Unit is entitled to use and occupy.

83. STRUCTURES ON COMMON PROPERTY

- a. All existing garden sheds and gazebos which are present on the Parcel at the time these Bylaws are registered with Land Titles are grandfathered and permitted to remain.
- b. No shed, building, trailer (either with or without sleeping, eating or living accommodation) structure or tent may be erected, located, kept or maintained on the Common Property without the prior written consent of the Board.
- c. No part of the Common Property may be used for the erection, placing or maintenance of recreation or athletic equipment, trampolines, wading pools, incinerators, fences or other barriers, hedges, trees, gardens or other vegetation except with the prior written approval of the Board. If such approval has been given, the Board may subsequently withdraw such approval and in such event the Owner shall forthwith comply with the direction of the Board to remove such item or items.

84. PERSONAL PROPERTY AND INJURY

The Corporation, its Board members, officers, employees or agents will not be responsible to any Owner of a Unit, for any injury, death, damage or loss whatsoever caused by or to the person or property of any Owner of a Unit including but not limited to:

- i. the parking areas provided on the Parcel;
- ii. any part of the Parcel designated for the exclusive use and enjoyment of any Owner;

- iii. any contents, personal property, or improvements in or to any Unit; or
- iv. any personal injury occurring on the Parcel.

Subject to the Act and the Bylaws, the insuring of any contents or improvements within or to a Unit is the sole responsibility of the Owner of the Unit, and an Owner of a Unit shall not require the Corporation or its Board members, officers, employees or agents to repair any damage to any contents, personal property, or improvements within or to the Unit howsoever caused. An Owner of a Unit shall not be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner of a Unit arising from any defect or want of repair to any part of the Parcel, or any improvements on it.

85. TRAFFIC SPEED AND DIRECTIONAL CONTROL

All Owners shall observe and abide by all rules and regulations established from time to time by the Board for the safe and orderly flow of traffic in or on the Parcel including, without limiting the generality of the foregoing speed limits, restricted parking, emergency access routes, and directional controls.

86. RECREATION USE

No portions of the Common Property shall be used for recreational purposes by any Owner or other persons except as otherwise permitted in the Board's absolute discretion and only then if the consent of the Board is first obtained in writing.

87. LANDSCAPING AND OTHER COMMON PROPERTY

- a. Owners shall not harm or allow the mutilation, destruction, waste, alteration, add to or litter the Common Property or the property of the Corporation, including without limitation any part of the buildings and other fixed improvements forming part of the Common Property or any and all chattels owned or kept by the Corporation.
- b. For clarity purposes, Owners are not permitted to harm, mutilate, destroy, waste, add to or alter any landscaping works, flowers, flower beds, grass or hedges without prior written consent of the Board.

88. EXCLUSIVE USE AND ENJOYMENT

The Owner of each Unit shall have the right to the exclusive use and enjoyment of such portions of the Common Property as may be designated by the Corporation, provided, however, that the Corporation, at its sole option, may at any time withdraw and terminate such right for any Unit upon giving reasonable notice to the Owners of the Unit for which such right is terminated.

89. CARE AND MAINTENANCE OF EXCLUSIVE USE AREAS

The Corporation, its employees and agents shall, notwithstanding the grant of any right, license or privilege of exclusive use of any Exclusive Use Area to any Owner, have and enjoy free and uninterrupted right at any time to enter upon, cross over and occupy the Exclusive Use Area for the purpose of carrying out of any of the obligations of the Corporation.

90. MAINTENANCE OF COMMON PROPERTY, UNITS AND EXCLUSIVE USE AREAS

- a. The Corporation shall regularly maintain grass, trees, shrubs and all other sidewalks, roadways, parking areas and common area lighting in or about the Common Property on behalf of the Owners.
- b. Each Owner shall be responsible for the repair and maintenance of his Unit and each Owner shall keep the Exclusive Use Area adjacent to such Unit, neat, tidy and free of junk and debris.

- c. Notwithstanding anything to the contrary herein contained, each Owner shall be responsible for damage caused to any of the Common Property and those portions of the Unit for which the Corporation is responsible, by any willful or negligent acts of the Owners.
- d. Should any Owner fail to repair or clean up these areas in a manner satisfactory to the Board, then the Board may do or cause to be done such repair and the Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and all costs, including indemnification of the Corporation's Legal Expenses incurred in respect of the doing of such repairs and the Board may use all or any of the remedies open to it under the Act or these Bylaws to recover such monies for the Corporation. Any such indebtedness shall be a charge upon the Owner's Unit to the same extent as it would be if the monies were unpaid Common Expense assessments upon the Owner's Unit.

91. SANCTIONS FOR VIOLATION OF BYLAWS

The Corporation may levy monetary sanctions against Owners, tenants or their invitees (the "offender") for the violation of or failure to comply with these Bylaws or the rules and regulations of the Corporation (a "violation").

Prior to the imposition of any monetary sanction, a written notice specifying the nature and particulars of each Bylaw violation shall be given to the offender. If the offender does not correct, remedy or cure the violation within ten (10) days of being notified, or such other reasonable time as the Corporation may agree to in writing, then:

- a. the Offender shall on written demand by the Corporation pay a sanction of two hundred (\$200.00) dollars to the Corporation for the first Bylaw violation; and
- b. the Offender shall on written demand by the Corporation pay a sanction of four hundred (\$400.00) dollars to the Corporation for the second Bylaw violation; and
- c. the Offender shall on written demand pay a sanction of one thousand (\$1,000.00) dollars to the Corporation for the third or any subsequent violation, or such other sum as may be reasonable in the circumstances for which the monetary sanction is imposed, as may be determined by the Corporation, acting reasonably; and
- d. the Corporation may avail itself of any other remedies available under the Act to the Corporation and do whatever is reasonable and necessary to correct, remedy or cure the violation, including but not limited to injunctive relief.