

**STRATA CORPORATION NW 1689**

**CLEARBROOK VILLAGE**

**3030 TRETHERWEY STREET, ABBOTSFORD, BC V2T 4N2  
32550 MACLURE ROAD, ABBOTSFORD, BC V2T 4N3**

**BYLAWS**

*Approved November 23, 2021*

*Amended February 15, 2022*

*Amended October 11, 2022*

\* \* \* \* \*

**THESE BYLAWS ARE FOR THE PROTECTION  
OF YOUR INVESTMENT AND YOUR LIVING  
COMFORT AT CLEARBROOK VILLAGE AND CAN  
BE REVIEWED AT A PROPERLY CONVENED  
GENERAL MEETING OF THE OWNERS OF  
STRATA CORPORATION NW 1689**

**BYLAWS  
TO REMAIN WITH SUITE  
WHEN SOLD**

# **CLEARBROOK VILLAGE**

## **THE OWNERS OF STRATA PLAN NW 1689**

### **Division I - Duties of Owners, Tenants, Occupants and Visitors**

#### **Payment of Strata Fees:**

1. (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Maintenance fees not received by the tenth (10th) day of the month in question will be subject to a \$25.00 (twenty-five dollar) fine. Payment, plus fine not received by the first (1) day of the following month, will be subject to an additional \$25.00 (twenty-five dollar) fine. At the end of the two (2) month period, a lien will be placed on the Strata Lot at the owner's expense for the total monies due, including fines. Further \$50.00 (fifty-dollar) fines will accrue for each month of non-payment.
- (3) If an owner is late in paying his or her strata fees, the owner must pay to the Strata Corporation interest on the late payment in the amount of 10% per annum compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is to be paid.
- (4) In the event payment for strata fees is made by personal cheque and returned by the bank due to insufficient funds over a period of three (3) consecutive months, the Strata Corporation has authority to deny any future payments in the form of a personal cheque for strata fee payments. Money orders, certified cheques, and cash are acceptable methods of payment. The unacceptability of personal cheques will remain until the account is brought into and maintained in good standing for a period of six (6) months.

#### **Repair and Maintenance of Property by Owner:**

2. (1) An owner must repair and maintain the owner's Strata Lot, except for repairs 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.
- (3) Owners are financially responsible to pay for the repair, maintenance and replacement of all exterior door and window locks.
- (4) Owners must take measures necessary to ensure their water pressure is no greater than sixty pounds per square inch.

#### **Use of Property:**

3. (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.
- (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.

**Inform Strata Corporation:**

- 4. (1) Within two 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) Within two weeks of becoming a resident, a resident must inform the Strata Corporation of the name of all occupants, the Strata Lot number, phone number, the name and phone number of the property management company if applicable, the number of, size of and breed of any pet dogs or cats if applicable and the make, model, color and license plate number of any vehicles. The information is considered confidential and shall be safeguarded and used only for the official business of the Corporation. The information shall not be revealed to any unauthorized person.

**Obtain Approval before Altering Strata Lot:**

- 5. (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to a Strata Lot that involves any of the following:
  - (a) The structure of a building.
  - (b) The exterior of a building.
  - (c) 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 Strata Lot.
  - (g) Those parts of the Strata Lot which the Strata Corporation must insure under section 149 of the Act.
- (2) The Strata Corporation must not unreasonably withhold its approval under section (1), but may require as a condition of its approval that the owner agrees in writing, to take responsibility for any expenses relating to the alterations.

**Obtain Approval Before Altering Common Property:**

- 6. (1) An owner must obtain 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.
- (3) The application of a unit owner to alter a Strata Lot, Common Property or a limited Common Property shall include:
  - (a) Details of the proposed alteration.
  - (b) A plan showing the proposed location of construction of the alteration and nature of the change, including details of the proposed materials and dimensions.
- (4) In performing any approved alterations, an owner shall:

- (a) Perform the work or cause the work to be performed at the unit owner's sole cost.
  - (b) Ensure that the work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes, and Bylaws.
  - (c) Produce a copy of a valid building permit to the Strata Council prior to the commencement of the work, if required by the local municipality.
  - (d) Employ qualified person/s approved by the Strata Council acting reasonably, to perform the work.
  - (e) Employ at the owner's sole cost a qualified building envelope professional if required in the sole discretion of the Strata Council to prepare specifications and provide inspection services for the work.
  - (f) Rectify deficiencies to the work in a timely fashion and to the satisfaction of the Strata Council failing which the Strata Corporation may perform the work and collect the costs of same from the applicant, including costs as between a solicitor and his own client.
  - (g) Observe any repair and maintenance schedule or policy imposed by the Strata Corporation from time to time for the works.
  - (h) Indemnify the Strata Corporation and save it harmless from any liability associated with the work, including legal costs, as between a solicitor and his own client.
  - (i) Provide the Strata Corporation with a written assurance upon completion of the alteration certifying compliance with the terms of the Bylaw and section 70 of the Strata Property Act.
- (5) Construct any storage shed on limited common property without first submitting a detailed plan to Council for approval. All sheds must not exceed 6 (six) feet in height (outside dimensions) and must be of the same color and material as the existing Strata Buildings. Any deviation from the established design and color will result in removal by the Strata Corporation at the owner's expense. Owners will be responsible for all maintenance and upkeep of their sheds and upon selling their unit, must advise the new owners of this responsibility.
- (6) Upon receipt of an application for an alteration, the Strata Corporation shall within 4 weeks from the date of receipt of the application or an amended application either request further information, approve, or reject the application or amended application in writing.
- (7) Any work approved by Council must be completed within 12 (twelve) months from the date of approval and once completed must remain as a part of the Strata property and cannot be removed at a later date.

**Permit Entry to Strata Lot:**

7. (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.
  - (b) At a reasonable time, on 48 hours written notice, to inspect, repair or maintain common property, common assets and any portion 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.
  - (c) At a reasonable time on 48 hours notice to ensure compliance with the Act and the Bylaws.
- (2) The notice referred to in subsection (1) (b) and (c) must include the date and approximate time of entry, and the reason for entry.

- (3) An owner or tenant who fails or refuses to provide access contrary to Section 7(1) shall be responsible for any damages or additional costs incurred by the Strata Corporation, including legal costs on a 'solicitor and owner-client basis', incurred by the Strata Corporation as a result of the failure to allow an authorized person access.

## **Division 2- Powers and Duties of Strata Corporation**

### **Repair and Maintenance of Property by Strata Corporation:**

8. 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:
    - (i) Repair and maintenance that in the ordinary course of events occurs less often than once a year.
    - (ii) The following no matter how often the repair or maintenance ordinarily occurs:
      - (iii) The structure of a building.
      - (iv) The exterior of a building.
      - (v) Exterior chimneys, exterior stairs, balconies and other things attached to the exterior of the building.
  - (d) Doors, windows and skylights on the exterior of a building or that front onto the common property.
  - (e) Fences, railings and similar structures that enclose patios, balconies and yards.
  - (f) A Strata Lot in a Strata Plan that is not a Bare Land Strata Plan, but the duty to repair and maintain it is restricted to:
    - (i) The structure of a building.
    - (ii) The exterior of a building.
    - (ii) Exterior chimneys, stairs, balconies and other things attached to the exterior of a building.
    - (iv) Exterior sides of doors, windows and skylights of the exterior of a building or that front on the common property and not hinges, handles, sliding door rollers and general wear and tear.
    - (v) Fences, railings and similar structures that enclose patios, balconies and yards.

## **Division 3- Council**

### **Council Size:**

9. (1) Subject to subsection (2), the Council must have at least three (3) and not more than seven (7) members
- (2) If the Strata Plan has fewer than four (4) Strata Lots or the Strata Corporation has fewer than four (4) owners, all the owners are on the Council.

### **Council Members' Terms:**

10. (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 re-election.

### **Removing Council Members:**

11. (1) Unless all the owners are on the Council, the Strata Corporation may, by a Resolution passed by a majority three quarter 3/4 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:**

12. (1) If a Council member resigns or is unwilling or unable to act for a period of two (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 by 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 two (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:**

13. (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 power and duties of the President:
  - (a) While the President is absent or is unwilling or unable to act.
  - (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 two (2) or more months, the Council may appoint a replacement officer from among themselves for the remainder of the term.

**Calling Council Meetings:**

14. (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.
  - (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:**

15. (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:**

16. (1) A quorum of the Council is four (4) when the Council consists of seven (7) members.

**Council Meetings:**

17. (1) At the option of the Council, Council meetings may be held by electronic means, as 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:**

18. (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:**

19. The Council must inform owners of the Minutes of General Meetings within 2 weeks of the meeting, whether or not the Minutes have been approved.

**Delegation of Council's Powers and Duties:**

20. (1) Subject to subsection (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.
  - (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.
  - (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 conflicts 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.
  - (c) Whether a person should be denied access to a recreational facility.

**Spending Restrictions:**

21. (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), a Council member or authorized employee may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or to prevent significant loss or damage.

**Limitation on Liability of Council Member:**

22. (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.
- (3) The Strata Corporation will assume all costs associated with a third party legal action against Council members acting honestly and in good faith.

**Division 4-Enforcement of Bylaws and Rules**

**Maximum Fine:**

23. The Strata Corporation may fine an owner or tenant a maximum of:
  - (a) \$200.00 for each contravention of a Bylaw.
  - (b) \$50.00 for each contravention of a Rule.

**Continuing Contravention:**

24. If any 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. In the case where the contravention of a Bylaw or Rule is flagrantly repeated in periods of less than 7 days, a fine may be levied.

**Division 5- Annual and Special General Meetings**

**25. Electronic general meetings**

- (1) General Meetings may be held by electronic means, if at all times all eligible voters and other participants can communicate with each other in real time, including communicating during discussion on and voting for all resolutions and, in the case of Annual General Meeting, approval of the budget and election of council.
- (2) If an Annual or Special General Meeting is held by telephonic or electronic means, all persons and participants shall be deemed to be present in person for the purposes of the meeting.
- (3) Despite any bylaw to the contrary, voting at general meetings held by electronic means will be limited to voting verbally by roll call, or by a show of hands, and will include proxies held by eligible voters, as decided by the chair. Voting cards will not be issued for electronic general meetings. If a precise count is requested, the chair



must decide whether it will be verbally by roll call or show of hands. Secret ballots may be used, at the discretion of the chair, for voting at electronic general meetings if the electronic platform used permits the use of secret ballots for voting.

- (4) Proxy forms for electronic general meetings may be mailed, faxed or sent by e-mail to owners together with the notice of meeting. Completed proxy forms can be completed and delivered to the strata council, care of the strata manager, prior to or at the time for registration for the meeting. Completed proxy forms may be returned by mail, fax, or by e-mail or shown or reproduced on a person's electronic device and shown to the chair at the time of registration.

**Quorum:**

26. If a quorum is not present at the start of the meeting the meeting shall wait twenty minutes and those present after twenty minutes shall constitute a quorum.

**Person to Chair Meeting:**

27. (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:**

28. (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:**

29. (1) At an Annual or Special General Meeting, voting cards shall only be issued to eligible voters if the meeting is conducted in person.
- (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. This only applies to meetings that are conducted in person.
- (3) If a precise count is requested, the Chair must decide whether it will be by a show of voting cards or by roll call, secret ballot or some other method. This bylaw only applies to meetings that are conducted in person.
- (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 and only if the meeting is conducted in person.
- (8) No individual owner, tenant or entity can hold more than three proxies at one time for any General Meeting.

**Order of Business:**

- 30.** 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) Ratify any New Rules made by the Strata Corporation under section 125 of the Act.
  - (i) Report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting.
  - (j) Approve the Budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting.
  - (k) Deal with new business, including any matters about which notice has been given under section 45 of the Act.
  - (l) Elect a council, if the meeting is an Annual General Meeting.
  - (m) Terminate the Meeting.

**Division 6- Voluntary Dispute Resolution**

**Voluntary Dispute Resolution:**

- 31.** (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 dispute consent.
  - (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.
- (3) The Dispute Resolution Committee must attempt to help the disputing parties to voluntarily end the dispute.

**Small Claims:**

- 32.** Notwithstanding any provision of the Act, the Strata Corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the Strata Corporation, including money owing as a fine, without requiring authorization passed by a 3/4 vote.

**Maintaining Unit Appearance and Duties of Owners:**

- 33.** (1) An owner and/or tenant shall not:
- (a) Do any act or permit any act to be done, or alter or permit to be altered his Strata Lot in any manner which will alter the exterior appearance of the

- structure comprising the Strata Lots, and will further ensure that the outside face of any window drapes are coloured neutral or beige.
- (b) Erect or hang over or outside any window or door of a Strata lot or on common property, awnings, shades or screens. No television antenna or similar structure shall be erected on or fastened to any Strata lot or common property except as authorized by the Council.
  - (c) Deposit household refuse and garbage in other than the proper containers as directed by the Council and the owner shall place such containers for collection of refuse as directed by the Council from time to time. Any materials other than ordinary household refuse and garbage shall be removed from the common property or the owner's Strata Lot at the expense of or by the individual owner; littering or vandalism will be subject to the maximum fine and possible cost to repair and items left on common property will be removed by Council at the owner's expense.
  - (d) Do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other object on the lawns and grounds in a manner that would damage the same or prevent growth or interfere with the cutting of the lawns or the maintenance of the grounds generally.
  - (e) Allow playground equipment to be used except with the understanding that said equipment is supplied by the Strata Corporation without supervision and without assuming any liability in case of an accident.
  - (f) Do anything or permit anything to be done on his Strata lot or on the common property which will or would tend to increase the risk of fire or the rate of fire insurance premiums or any other insurance premiums with respect thereto.
  - (g) Walk or climb on carport or house roofs.
  - (h) Verbally threaten another owner to intimidate or harass. All reported and witnessed occurrences will be subject to the maximum fine of the Bylaws and could result in criminal prosecution.
  - (i) Feed wildlife, birds, erect wild animal or bird feeders of any kind.
- (2) An owner and/or tenant shall:
- (a) Keep his patio, carport, and yard areas adjacent to his unit clear of all refuse and litter and all tools, equipment and materials shall be placed inside the owner's Strata Unit. Owners shall remove from their patio, carport or yard areas any items the Council considered unsuitable and which in the Council's opinion, detract from the overall appearance of Clearbrook Village; nothing herein shall restrict an owner from storing a Strata Corporation approved garbage container in the owner's carport. Owners may not store containers in their carport except during garbage pick up; no cosmetic stones will be allowed to be placed in any common area front gardens.
  - (b) Not use his or her vehicle or permit the same to be used, in a manner or for any purpose that will cause a nuisance or hazard to any occupier of a Lot (whether an owner or not) or his family.
  - (c) Keep in his/her possession a minimum of two year's Council, AGM and Special General Meeting Minutes.
  - (d) Owners must ensure they replace all existing toilets to new high efficiency toilet maximum of 6 liters per flush effective December 31, 2016.
  - (e) An Owner, tenant, occupant or visitor must not allow operations which waste excessive amounts of water or other public utilities for which the Strata Corporation must pay."

## **Vehicles and Parking**

**34.** An owner and/or tenant shall not:

- (a) Wash cars in a manner that will cause a nuisance or annoyance to others:
- (b) Make major repairs to any vehicles on Strata Corporation grounds or limited use common property. In addition, no car may be substantially dismantled or have the engine block removed.
- (c) Use any part of the common property, except parking areas, for the parking or operation of motor vehicles except in accordance with permission in writing from the Council, provided however the sidewalks, passages, walkways, roadways, driveways and parking areas shall not be obstructed by any owner, his family, guest or visitors. In the event of such obstruction, the Strata Council or Manager or authorized delegates, shall tow any vehicle from the property at the owner's expense.
- (d) Be permitted to keep more than two (2) vehicles on the Strata Corporation grounds without express written permission of the Strata Council.
- (e) Park an unlicensed motor vehicle in a parking stall or on common property. However, an owner may park an unlicensed motor vehicle with liability insurance in his carport or other authorized parking lot with Council's written permission. Proof of liability insurance must be provided to Council.
- (f) Park any derelict motor vehicle on the property. Council at its absolute discretion, may declare a motor vehicle derelict, in which case, the Strata Council will post on the vehicle a notice to that effect pursuant to this section which will allow the owner seven (7) days to remove the vehicle. In the event such vehicle is not removed within the time period, the Strata Corporation may remove the vehicle at the owner's expense. Notwithstanding the foregoing, in the event the Strata Council, in its absolute discretion conclude that such derelict motor vehicle constitutes an immediate danger to the public, the Strata Corporation may dispense without any notice to the owner and remove the vehicle immediately at the owner's expense.
- (g) Store or park any commercial vehicle exceeding 6.1 meters (20.01 feet) in length, or a gross vehicle weight of 5,500 kilograms (12,125 pounds).
- (h) Store or park contractor's equipment not engaged in construction work on the site.
- (i) Store or park any recreational vehicles, campers, trailers or boats in excess of 7.7 meters (25.26 feet in length).
- (j) Other than the exclusive use of one (1) parking stall (in the carport) allotted to each Strata Lot, the balance of the parking within the development comes under the control of the Council.
- (k) Strata Council shall have full authority to order the removal of vehicles not parked in accordance with the Strata Corporation Bylaws, at the owner's expense. All illegally parked vehicles will also be subject to removal at the owner's expense.
- (l) The speed limit within the Strata Corporation is 10 km (ten) per hour.
- (m) All Owners, tenants and occupants must provide proof of insurance to Council for all vehicles parked on Common Property and Limited Common Property.

## **Use of Property:**

**35.** An owner and/or tenant shall not:

- (a) Use his Strata Lot for any purposes which may be illegal or injurious to the reputation of the building.
- (b) Hang or permit to be hung, any clothing, bedding or washing on the common property or within view of the other owners.

- (c) Use, or permit his Lot to be used, for any purpose other than a private dwelling house for one family, save that the Council may direct that one or more Strata Lots may be used as an office for the purpose of managing the Strata Corporation, as authorized by the Strata Council.
- (d) Permit his Strata Lot to be occupied as a place of residence by more than six (6) persons (whether adults or minors), without the consent in writing of the Council.
- (e) Allow his Strata Lot to become unsanitary.
- (f) Allow the area around his Strata Lot to become untidy. The Council shall be at liberty to remove any rubbish or clean up the common area in close proximity to an owner's Strata Lot to its satisfaction and charge the expense to the owner.
- (g) Erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind except for "Sale of Property" signs, on the common property or in or about any Strata Lot in any manner which may make the same visible from the outside of the Strata lot without the prior approval of the Council and any "Sale of Property" signs shall be limited in style, size, number and location in accordance with the directives of Council.
- (h) Only shingle-type real estate signage will be permitted to be displayed on the provided signposts. Each sign must indicate the date of posting and be removed 7 days after conveyancing. All signs not complying with this Bylaw will be removed by Management or Council.

**Insurance:**

**36. The Strata Corporation must:**

- (1) Obtain and maintain property insurance as required by Section 149 of the Strata Property Act.
- (2) Obtain and maintain liability insurance and errors and omissions insurance as set out in Sections 150 and 151 of the Strata Property Act.
- (3) On the written request of an Owner, the corporation shall produce to him a copy of the insurance policy or policies and verification of the premium.

**In the event that:**

- (4) Loss or damage occurs to Common Property of Limited Common Property or Common Facilities and gives rise to a valid claim under the Strata Corporation's insurance policy, it is agreed and understood that, if the origination of the loss is within the interior confines of an individual Strata Lot for which the owner is responsible, the Strata corporation may sue or charge back against the Strata Lot owner for the deductible of the Strata Corporation's policy relative to the loss, and such deductible shall be paid by the individual Strata Lot Owner in whose lot the cause of the damage originated. The foregoing shall also apply if the careless, negligent or inattentive acts of a Strata Lot Owner or Occupant causes damage outside the Strata Lot and the origination of the loss is anywhere on the premises.
- (5) An Owner or Occupant or any member of their family or their guests, servants or agents causes damage to Common Property, Limited common Property or Common Facilities, and the damage so caused gives rise to a valid claim under the Strata Corporation's insurance policy, the deductible of the Strata Corporation's policy relative to the loss shall be paid by the individual Strata Lot Owner.
- (6) An Owner or Occupant or any member of their family or their guests, servants or agents causes damage to Common Property, Limited Common Property or Common Facilities and the damage so caused is not covered under the insurance in place, the Strata Lot Owner shall be held responsible for such loss and promptly reimburse the Strata Corporation for the full costs of repair or replacement. The only exception to the foregoing is where loss originates from

the rupture or malfunction of a permanent public facility; supply line or sewer system that extends from Common Property into an individual unit, in which case the deductible of the Strata Corporation's insurance policy shall be the responsibility of the Strata Corporation. It is further agreed and understood that when any loss or damage originates from "Common Property" as defined in the Act and is not the responsibility of the Strata Lot Owners as previously defined, the deductible of the Strata Corporation's insurance policy shall then be the responsibility of the Strata Corporation.

- (7) Damage to personal property of a Strata Lot Owner or Occupant, or their guests, servants or agents, or damage together with any upgrading, substituting, improvements or betterment to the unit that have been made or acquired by the present owner from those originally installed shall be the sole responsibility of the Strata Lot Owner to repair or replace.

### **Insurance Claims:**

#### **37. An Owner:**

- (1) Of a Strata lot shall be deemed to be responsible for any loss or damage, however caused, to a Strata Lot, or to Common Property or Assets, or to limited common property, which arises totally from within his/her Strata Lot, up to the amount of the insurance deductible on the insurance policy maintained by the Strata Corporation, and shall reimburse the Strata Corporation for the cost of repairing or remedying the loss or damage up to the amount of the deductible meaning the Strata Lot owner will be responsible to pay the deductible.
- (2) Shall pay any costs for which a strata lot owner is responsible and shall be considered as an expense chargeable to the 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 expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- (3) Who fails to pay the cost of repair or remedying the loss or damage when due shall reimburse the Strata Corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by court action or other means and including Council member or management costs associated with lost time from employment, Strata Management costs and legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

### **Pets:**

- 38. (1)** 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.
- (2) An owner, tenant, occupant must not keep any pets on the strata lot other than the pets in the following categories:
  - (a) A reasonable number of fish.
  - (b) Up to 2 caged birds.
  - (c) One dog or one cat.
- (3) An owner, occupant, visitor or tenant must:
  - (a) Clean their pet's feces from the common property.
  - (b) Supply information regarding pets to the Strata Corporation upon request.
  - (c) Any pet roaming at large and/or not under adequate control by the owner shall be subject to being apprehended by the S.P.C.A. authorities, Municipal authorities, or any other parties authorized by Council.

- (d) Owners will be held fully responsible for any damage, mischief or nuisance caused by their pets and will be subject to fines for improper control of their pets.
- (4) All owners, tenants and guests must display a “**DOG ON PREMISES**” sign whenever a dog is present on the premises.

**Rental of the Activity Centre:**

**39.** Owners, tenants and Co-op Members are required to provide 7 days prior written notice to cancel a rental request for the Activity Centre to the Strata Council. The rental fee associated with rental of the Activity Centre is \$100.00 per day. The rental is also subject to a rental deposit of \$100.00 per booking, which will be returned after the Activity Centre has been inspected for damage and excessive uncleanliness. Both the rental fee and deposit are payable immediately once the booking is confirmed. The preferred method of payment is cheque.

**CB300846**

**Approved October 11, 2022**

## **Clearbrook Village Strata Plan NW 1689**

---

### **Activity Centre Use Rules**

The Activity Centre is provided to Clearbrook Village residents for your use. Following are rules for your use of the Centre to help keep your event orderly, keep cordial relationships with the neighbours, and present it clean for the next user. Infraction of the rules may result in an early termination of your activity, the loss of your rental deposit and a fine of \$200.00 if there is a Bylaw infraction. The Centre will be inspected after you vacate.

1. A responsible adult must be present when there are children and/or youth under the age of 19 in the Activity Centre.
2. You may decorate the Centre. However, please do not hang anything from or on the lights. No holes are to be put in the walls. Please use putty to hang decorations on walls/windows. All decorations, including any adhesive used, must be removed after your event.
3. Users and guests are expected to keep noise levels reasonably low and keep rowdy activities indoors in respect of the neighbours. Activities planned for the grassy areas around the Centre must be orderly and reasonably quiet.
4. Occupants of neighbouring units and their property will be respected at all times, this is their home.
5. No alcohol or controlled substances may be consumed in or around the Centre.
6. The kitchen facility is for your use. Please keep it tidy, wash and store all utensils used and clean counter tops after use.
7. Collect and deposit all garbage, including bathroom garbage and outdoor garbage, if any, in the plastic-lined container. The bag must be removed and deposited in the garbage tote located at the Clearbrook Village office at unit 219. Replace the plastic garbage bag in the garbage container.
8. Floors must be swept, and if necessary, mopped. Utensils can be found in the bathroom.
9. The bathroom must also be left clean and tidy.
10. Stack the chairs, fold and return tables to the stack in the closet.
11. The Centre must be vacated at the latest by 10:00 pm.
12. Before closing, turn thermostats down to 15 degrees, turn the dehumidistat fan off, turn off all lights, firmly close all windows, and check that the back door is firmly closed.
13. Remove all signs and notices after the event is over.