

**CEDARBROOK HOMEOWNERS CORPORATION  
BYLAWS – APRIL 15, 2021**

**DEFINITIONS**

1. The following terms shall have the meanings set forth below:
  - (a) “AGM” means the annual general meeting of Owners;
  - (b) "Common Area" has the meaning ascribed thereto in the Sublease;
  - (c) “Common Costs” and “Common Tax Costs” each have the meaning ascribed thereto in the Sublease;
  - (d) "Developer" means Cedarbrook Development Limited Partnership;
  - (e) “Exclusive Use Area” has the meaning ascribed thereto in the Sublease;
  - (f) "Head Lease" means the lease dated November 4, 2019, granted by the Shxwha:y First Nation to the Developer as such lease may be amended from time to time;
  - (g) "Homeowners Corporation" means Cedarbrook Homeowners Corporation;
  - (h) "Management Company" means a Property Management Company retained by the Homeowners Corporation to manage the affairs of the Homeowners Corporation;
  - (i) "Maintenance Payments" means an Owner's contribution to the Homeowners Corporation on account of Common Costs and Common Tax Costs pursuant to a Sublease;
  - (j) "Property Manager" means the person named by the Management Company to represent them in managing the affairs of the Homeowners Corporation;
  - (k) "Owner" means the holder of a Sublease;
  - (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 subleased by the Developer to an Owner and the land/yard on which it is located.

**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 Homeowners Corporation 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 Homeowners Corporation and its contractors reasonable access to all common property, including any Exclusive Use Area designated for its benefit so that the Homeowners Corporation 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 Bylaws. Furthermore, except for units specifically permitted to conduct commercial use the unit must be used as a single-family residence only, with no commercial activities other than those associated with a home office environment. Home office activities involving client or potential client traffic are prohibited.
- (f) notify the Homeowners Corporation promptly on any change of ownership of his Unit and obtain written confirmation from the Homeowners Corporation, prior to the change of ownership of his Unit, confirming that no amounts are owing by him to the Homeowners Corporation in respect of his Unit;
- (g) comply strictly with these Bylaws, and all other Bylaws of the Homeowners Corporation, and with rules and regulations adopted from time to time;
- (h) not, without the written permission of the Homeowners Corporation, alter in any way the exterior appearance or structure of the Unit;
- (i) maintain all landscaping and maintenance of landscaped areas within the yard area that comprises the Unit ; and
- (j) maintain insurance on the Owner's Unit as required under the Sublease;

#### **DUTIES OF HOMEOWNERS CORPORATION**

3. The Homeowners Corporation shall:

- (a) control, manage and administer the Common Area, common facilities or other assets of the Homeowners Corporation 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 Homeowners Corporation;

- (c) maintain all Common Area including lawns, gardens, parks, recreational areas, 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 Homeowners Corporation and the receipts for the last premiums and provide confirmation of the amount, if any, owing by the Owner to the Homeowners Corporation;
- (f) collect and receive all Maintenance Payments paid by the Owners and deposit the same with a financial institution;
- (g) 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 Homeowners Corporation and provide security, as required by the City of Chilliwack or other relevant authority; and
- (h) observe and perform the terms and conditions of the Sublease granted to the Homeowners Corporation in respect of the Common Area and common facilities described in such Sublease.

#### **POWERS OF HOMEOWNERS CORPORATION**

4. The Homeowners Corporation 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 bylaws, rules, and regulations 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 Homeowners Corporation;
- (c) do all things necessary for the enforcement of the Subleases, the Bylaws and the rules and regulations of the Homeowners Corporation, and for the control, management and administration of the Common Area, common facilities or other assets of the Homeowners Corporation, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the Bylaws, 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 Homeowners Corporation 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 Homeowners Corporation thinks fit.

#### **DIRECTORS**

**NOTE: This section of the Bylaws shall become effective only when the Board of Directors is elected by the shareholders. Until that time all matters relating to composition**

**and operation of the Board, including election or appointment of Directors shall be determined by the Developer in accordance with the terms of the Subleases.**

5.

- (a) The powers and duties of the Homeowners Corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the directors of the Homeowners Corporation.
- (b) The number of members of the Board of Directors and the terms of office will be determined by the Owners from time to time by ordinary resolution.
- (c) Any Owner, in good standing, may stand for election, but no more than one Owner of a Unit can be a Director at any time.
- (d) At least 3 months prior to the AGM, the Board of Directors will publish a call for nominations for Directors to serve the vacating term(s). Nominations will be accepted during a time period of not less than 60 days. Nominations will close 28 days prior to the AGM. All nominations must be submitted in writing to the Board of Directors. Nominations will not be accepted from the floor at the AGM.
- (e) If more Nominees than open positions stand for election to the Board of Directors, they will be elected by secret ballot at the AGM. If less Nominees than open positions stand for election to the Board of Directors all are to be elected by acclamation and any open position may be filled by the elected Board of Directors.
- (f) The Board of Directors will determine from time to time if any officer positions are required and what role each such officer shall have.
- (g) Any Director may call a Board meeting by giving the other Directors at least one week's notice of the meeting, specifying the reason for calling the meeting. Such notice does not have to be in writing.
- (h) A Board meeting may be held on less than one week's notice if:
  - 1. all Directors consent in advance of the meeting, or
  - 2. the meeting is required to deal with an emergency situation and all Directors either consent to the meeting or are unavailable to provide consent after reasonable attempts to contact them.
- (i) By an application in writing stating the reason for the request, an Owner may request a hearing at a Board meeting;
  - 1. if a hearing is requested under subsection (h) above, the Board must hold a meeting to hear the applicant within one month of the request, and
  - 2. if the purpose of the hearing is to seek a decision of the Board, the Board must give the applicant a decision in writing within one week of the hearing.
- (j) A meeting of the Board may be held in any of the following ways:
  - 1. all participants meeting in person,

2. some participants meeting in person and others communicating with them, by telephone or other means of communication, so that each participant can hear each of the others, or
  3. all participants communicating with each other, by telephone or other means of communication, so that each participant can hear all of the others.
- (k) A quorum of the Board is a majority of the Board and Board members must be present to form a quorum.
  - (l) At Board meetings, decisions must be made by the majority of Directors present at the meeting.
  - (m) The results of all votes at a Board meeting must be recorded in the meeting minutes.
  - (n) The Board must inform, and provide to, the Owners the minutes of all Board meeting within 2 weeks of the meeting, whether or not the minutes have been approved. Such provision of the minutes can be by email or, when requested, a printed copy.
  - (o) The Directors may, from time to time, establish rules, regulations, guidelines, and/or user fees regarding the use of the Common Area, Common Facilities or other assets of the Homeowners Corporation. Further, any and all such amendments that the Directors may establish must be ratified at the next Annual General Meeting.
  - (p) The Homeowners Corporation may, by a Resolution passed by a majority vote at an AGM or Special General Meeting (“SGM”), remove one or more Directors.
  - (q) After removing a Director(s), the Homeowners Corporation must hold an election at the same AGM or SGM to replace the removed Director(s) for the remainder of the term.
  - (r) The Directors may remove from office a Director who is convicted of an indictable offence.
  - (s) A person may not spend the Homeowners Corporations' money unless the person has been approved to do so in accordance with these Bylaws.
  - (t) Despite subsection (q), the Board of Directors may spend the Homeowners Corporation money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure the safety or prevent significant loss or damage.
  - (u) If a repair or replacement to Common Area or Common Facilities is immediately required to ensure safety or prevent loss or damage, any three Directors may spend the Homeowners Corporation's money for said repair or replacement within reasonable limitations for such expenditure. Owners must be notified of such activity within 2 weeks of the occurrence.
  - (v) The Homeowners Corporation may not, except in an emergency, authorize any expenditure exceeding \$2,500 which was not set out in the annual budget of the

Corporation, unless approved by a special resolution of the owners.

### **FINES/INFRACTIONS**

6.

- (a) Notification of a possible violation/infracton of the Bylaws, or 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.
- (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 a registered letter, 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 Bylaws 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 Homeowners Corporation. Any costs or expense so incurred by the Homeowners Corporation 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 Homeowners Corporation, and shall become due and payable on the date of payment of the monthly assessment.
- (f) The Homeowners Corporation may recover from an Owner by an action for debt in a court of competent jurisdiction money which the Homeowners Corporation 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 these Bylaws 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 bylaws or any rules and regulations established by the Directors or committee of the Homeowners Corporation is \$100.00 per violation.
  - 2. Unless otherwise stated in the bylaws 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

- (a) 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; and  
 5<sup>th</sup> violation - \$2,000.00.

3. Any fines levied by the Homeowners Corporation 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.
4. The Homeowners Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Homeowners Corporation is required to expend as a result of any act or omission by the Owner, their employees, agents, or invitees, which violates these Bylaws 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**

7. 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 dog.

- (d) be fully responsible for their behaviour on the common property and on or in their Unit. If a pet is deemed to be a nuisance by the Homeowners Corporation, it shall be removed within thirty (30) days of the Homeowners Corporation'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 behaviour:

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**

- 8.
  - (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.

#### **DISTURBANCE OF OTHERS**

- 9.
  - (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 Homeowners Corporation, 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 Homeowners Corporation, 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 7:00 a.m. and 9:00 p.m.
  - (f) Smoking is not permitted on Common Area other than streets, walkways, or other

designated areas.

### **HAZARDS**

- 10.
- (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 Homeowners Corporation 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**

- 11.
- (a) All household refuse and recycling material shall be secured in suitable plastic bags or recycling containers and left for curbside pickup in accordance with regulations of the Homeowners Corporation.
  - (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**

- 12.
- (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 Unit without prior written approval by the Homeowners Corporation.
  - (b) Satellite dishes, awnings, shade screens, smoke stack, radio or television antenna may only be installed or hung on the building exterior following prior application by the Owner in the form required from time to time by the Homeowners Corporation and receipt of written permission from the Homeowners Corporation.
  - (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 Homeowners Corporation.

- (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 Homeowners Corporation.
- (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**

13.

- (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.
- (e) 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.
- (f) 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.
- (g) There shall be no storage of any personal property in parking areas or on the Common Area or Common Facilities.
- (h) With the exception of 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.

#### **DAMAGE TO PROPERTY**

- 14.
- (a) An Owner or resident shall not cause damage to trees, plants, bushes, flowers or lawns within the Common Area and shall not place chairs, tables or other objects on lawns or grounds within the Common Area 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 Homeowners Corporation 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 Bylaws, or Rules and Regulations as established by the Homeowners Corporation from time to time.
  - (b) The Homeowners Corporation 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 Bylaws 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 Homeowners Corporation 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 Bylaws or Rules and Regulations.
- (b) A Dispute Resolution Committee shall consist of one Owner of the Homeowners Corporation 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 Homeowners Corporation 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 Bylaws, or Rules and Regulations, and schedule of fines, whenever possible.