

MUNICIPALITY OF HARRISON PARK

43 Gateway Street · P.O. Box 190 · Onanole, Manitoba · R0J 1N0 Phone: 1/04-848-7614 · Fax: 204-848-2082 · Email: admin(⊉harrisonpark.ca

PLANNING APPLICATION for Short-Term Rentals

FILE NO.	2022 STR CU-08
HEARING DATE	December 14th, 2022
TIME SLOT	2:30 PM
DECISION	

What is a conditional use?

A conditional use means a building or land use that may be unique in its characteristics or operation which could have an impact on neighbouring properties.

How long does the conditional use process take?

The length of time to process depends on the complexity of the application proposal and the completeness of the required documentation and information.

What happens during the conditional use process?

One the complete application is submitted and the applicable fees have been paid, the planning officer will approve the conditional use for posting and public notices will be prepared.

Notice of hearing will be sent at least 14 days before the hearing to every owner of property located within 100 metres of the affected property.

The public notices inform the neighbourhood of the purpose of the conditional use and the date, time, and location of the public hearing. On the day of the hearing, the decision maker (Council) will decide whether to approve the conditional use with or without conditions, or reject the conditional use altogether.

What criteria is used when Council makes a decision?

The criteria to approve a conditional use application are based on subsection 106(1)(b) of The Planning Act, which includes the following:

- (i) Will be compatible with the general nature of the surrounding area,
- (ii) Will not be detrimental to the health or general welfare of people living or working in the surrounding area, or negatively affect other properties or potential development in the surrounding area, and
- (iii) Is generally consistent with the applicable provisions of the development plan by-law, the zoning by-law and any secondary plan by-law.

In the letter of intent, please explain how each criterion is met. This is an opportunity to address all issues and reduce the possibility of an important factor being overlooked.

Is Council's decision appealable?

The order of Council on an application for approval of a conditional use is final and not subject to appeal.

Applicant(s) Name:	Marika	Friesen	
Mailing Add			
Phone:			
Email:			gr
Owner(s) (if differen	et from applicant		
Name:	и пот аррисант		
Mailing Add	lress:		
Phone:			
Email:	-		
_			
	Ferm Rental Details		
Location:	# 4 Street Address	505 Pth 10), Onanole
Community:	2	en	
Is this prem	ises your primary re	sidence? OYes	⊘No .
Type:	O Dwelling: Øe	ntire dwelling OR Op	ortion of dwelling
	○ Bunkhouse	○ Guest House	
	Other:		
Number of b	pedrooms:3		
Number of o	off-street parking spa	aces: _2 - 3	
	garbage removal:	○ Guest Responsibility	(V Local Contractor
		Other:	
Water:	OPrivate Well		Municipal
	_		<u> </u>
Wastewater		O Septic Tank & Field	Municipal
			DET PROPERTY
		Tank Size:	
	- •		300000
Number of si	hort-term rentals wit	thin 100 metres: 7	

Checklist of Required Documents

1	Item	Explanation & Notes					
V	Current Status of Title	A Status of Title is a document that identifies property ownership and is available from the Neepawa Land Titles Office. The copy provided must be dated within 30 days of the application date to verify current ownership, etc. For further information, please visit Teranet Manitoba.					
	Letter of Intent	This letter should provide a description of the proposal, planning rationale, how it is compatible with its surrounding context, and a description of the proposed measures to mitigate expected on- and off-site impacts. Please see template at end of this document.					
_	Letter of Authorization	Written authorization by all registered owner(s) of the land whose name(s) appear on the Status of Title. If the owner on the title is a company name or number, the person signing the letter must state the company name or number as shown on the title and that they are authorized to sign for that company. Please see template at the end of this document.					
	Site Plan	Detailed, fully dimension	al. drawn to sca	le site plan including:			
,		Municipal Address		Scale			
		North Arrow		Dimensioned property lines			
Ì		Existing Structures		Streets labelled			
		Parking spaces, drive aisles, driveways, ingress, egress Exterior lighting					
		Screening or nature feat	Garbage storage				
		Buffers or landscape feat	tures	Swimming pool / hot tubs			
	1 and anning star	Fencing / Outdoor fire pits					
	Landscaping plan (if applicable)	Detailed, fully dimensioned, drawn to scale landscape plan including the following:					
X		New plantings (number, I species)	ocation,	Open space			
	Photos of present	New fencing/screening		Ground cover			
1	Photos of property	Current full colour photos of the property, one taken from the street					
	Floor Plans (if applicable)	and one showing the complete front of the applicable buildings Detailed, fully dimensional, drawn to scale floor plans showing interior					
1	, , ,	layout of the building incli	uding labels and	d dimensions of sleeping			
		areas. All egresses must	be shown and	the size and dimensions of			
- 10	Fire Safety Inspection	all egresses from a sleeping area must be labeled.					
	ine delety inspection	A detailed fire safety inspection must be completed by a person					
	in process	qualified to undertake such inspection. A person qualified is an individual that has successfully completed a training program offered					
	1	or recognized by the Man	itoba fire comm	issioner respecting fire			
		safety inspections; or the	equivalent train	ing and experience			
1		necessary, as approved to appropriately conduct fire	y ine Manitoba Safety inspecti	tire commissioner, to			
	<u> </u>	The Municipality will not b	e conductina fil	re safety inspections			
	Letter(s) of Support	Written support or signatu	res of support f	rom neighboring property			
		owners who may be adversely affected by the proposed					
		development. Please see template at the end of this document.					

APPLICANT'S SIGNATURE

I/We hereby certify that the information provided on the best of my knowledge is a true statement of facts	this form and attachments hereto, to concerning this application.
Signature:	Date: 11/1/23 202
Signature:	Date:
Planning Application for Short-term Rentals	Page 3 of 8

Section: Civic Address CONDITION	Block: Township: _	F	Range:		WPM
Section: Civic Address CONDITION	Township: s:	F	Range:		WPM
Civic Address CONDITIONA	S:				
CONDITIONA					
RyJaw	AL USE				
Dy law.	R.M. of Park 1311	By-law:	R.M.	of Harri	son 1381
Part:		Part:			
Section:		Section:			
Table:		Table:			
Comments:					
	8				
VARIATION					
By-law:	R.M. of Park 1311	By-law:	R.M. c	of Harris	son 1381
Part:		Part:			
Section:		Section:			
Table:		Table:			
Comments:			-		
					
			5		
					E I
A DDI IOA TIOI					
APPLICATION Conditional Us			FEES \$1000	/	TOTAL FEES
Conditional Use Application for STR Variation Application			\$1000 \$225		
Land Titles search fee			\$27		RECEIPT No.
Advertising			1		

Letter of Authorization

Registered owner(s) of the property whose name(s) appear on the title.

Date: July 23, 2022	
To: Municipality of Harrison Park Planning Officer 43 Gateway Street PO Box 190 Onanole, MB R0J 1N0	
RE: #4 - 505 Pth 10 (a Onande Mb RO) INO	ddress or legal description of application)
I (We) hereby give authorization to:	
Marika Friesen 1	pplicant's name)
(A	pplicant's name)
To apply for a planning application for a sh	ort-term rental at the above address.
Registered owner(s) on the current Status	of Titel or Certificate of Title:
Please print name and company name (if applicable	e) Signature
Please print name and company name (if applicable	Signature Signature
Please print name and company name (if applicable	Signature Signature
Please print name and company name (if applicable	e) Signature

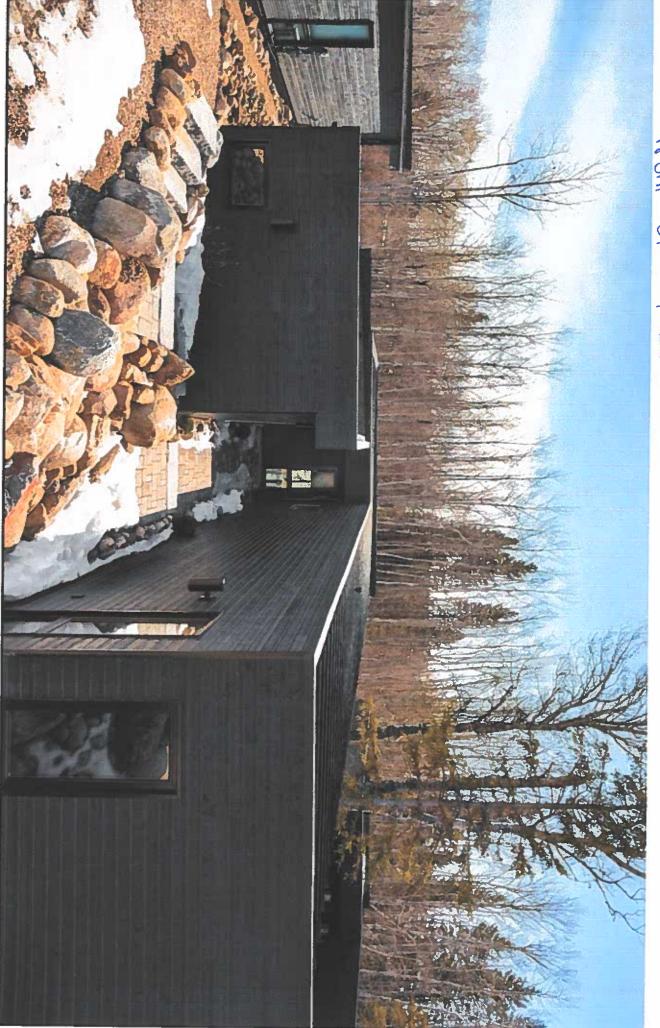
Request for Support for a Planning Application for a Short-term Rental Signatures of support from impacted neighbours.

Date:	July 23	,2022					
То:	Municipality of Planning Office 43 Gateway St PO Box 190 Onanole, MB	er reet					
RE:	Changle Mb ROJ INO (address or legal description of application)						
l cons refere	I consulted with my neighbours on my request for a short-term rental at the above referenced premises.						
	Please provide a brief description of the planning application in the space provided below:						
out	at as a STR. Within our condo bi-laws we						
bove		ons, document	s + fines p	or STR. Other			
cal	cabin owner's also rent as STR, within the Con						
The following neighbours support/do not oppose my request for a short-term rental:							
	Name	Address	Daytime Phone Number	Signature(s)			
Carri	e Crisanti	-		CiCe			
Tyler	+ Jordon Plans	ę		Aplante.			
	Į						

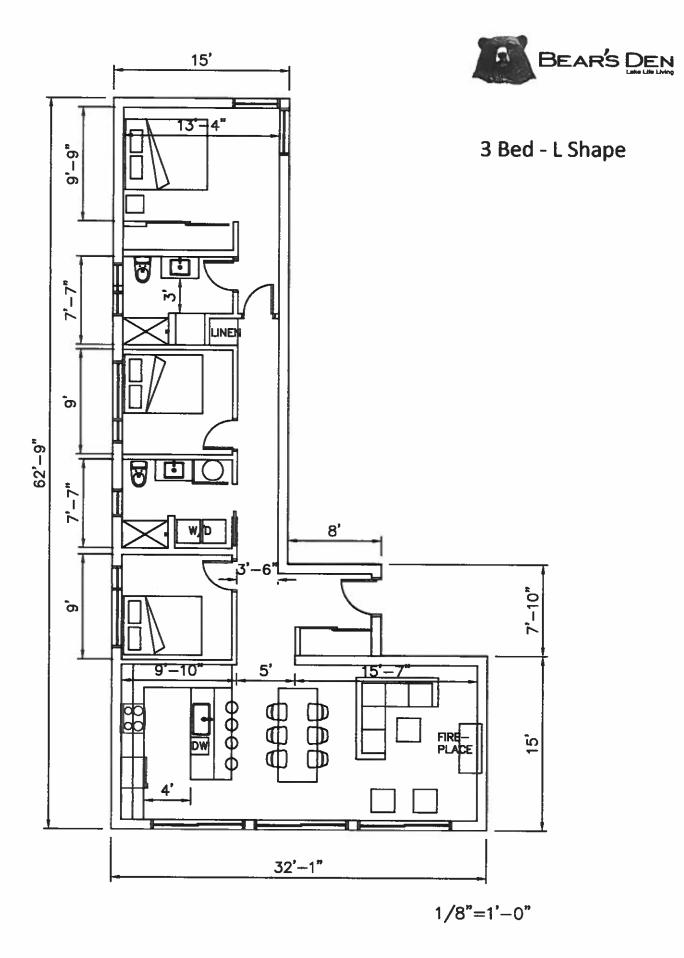
Letter of Intent – Planning Application for Short-term Rentals

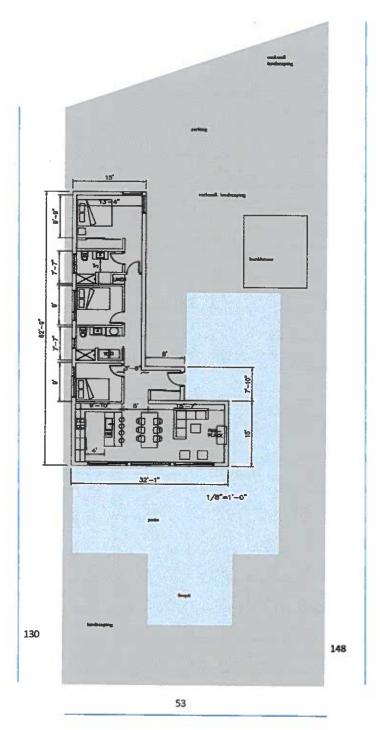
Date July 23,2022 File No.
Name of Applicant Marika Friesen
Property Address # 4 505 PTH 10, Ongrole Mb Boars den
What is/are the reason(s) for this application? (Please attach any additional information if more room is required.) Thave been offering StR since buying my Cabin in the spring of 2021. Guests have all had a great expenence and my neighbours have been supportive if any issues have come up with guests or myself. I wish to
Continue to run this successfull STR in ar
Cendo Comunity
How would it impact you, if you cannot proceed with this proposal? I would not be able to afford this proporty. It has given me the opportunity to have and enjoy being in the most beautiful part of the province and showing it with others. I would have to sell it or my have if I can't proceed.
How is this proposal compatible with the surrounding properties? 8/12 of these condes successfully operate STR. It is in ove bilans to be able to operate + people bought to be able to afford the luxury of being able to near a beautiful National Park.

How will this proposal impact your neighbours/neighbourhood?
No changes as this was an agreement
when cando's were purchased.
again, having a good relationship with
neighbours to assist with guests has
been our Key to success.
What are the proposed measures to mitigate expected on- and off-site impacts?
we have by- aus with culas a Finas who
The state of the s
I al all a control control control control
attached by laws
a employ people of the comunity for all my
Cabin needs and rental needs a encourage
grests to use local facilities for groceies, divino
entertainment.
Additional Comments:
Thank you for the hard work implimenting
this Our community has worked hard to
have a succesfull STR area and we have
Leen many return costomers who enjoy
the Bears Dan and what we offer.
Committee of the commit
, / /
Signature(s) of Applicant(s).
July 23 2022
Signature
Signature
Signature Date
Signature Date
Signature Date
Planning Application for Short-term Rentals



Front of # 4 Bears Den 2021



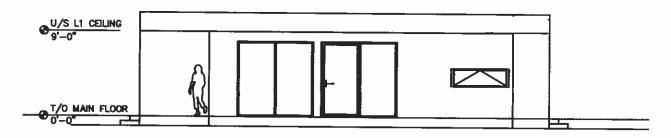




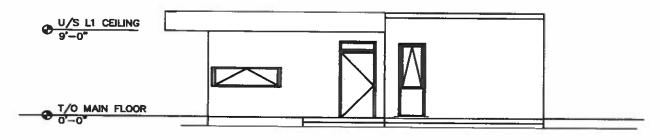
Lot 4 3 Bed – Modified



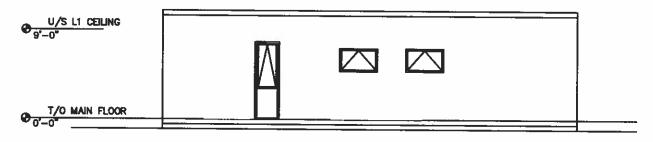




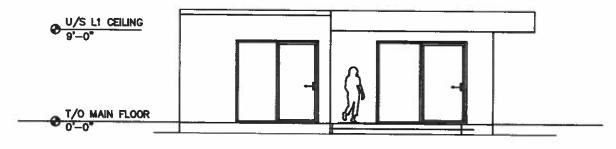
LIVING ROOM ELEVATION: SOUTH



END ELEVATION: ENTRY/KITCHEN/BEDROOM: EAST



BACK ELEVATION: BEDROOM/BATHROOM: NORTH



END ELEVATION: BEDROOM LIVING ROOM: WEST



BEARS DEN CONDOMINIU

NEEPAWA CONDOMINIUM CORPORATION NO. 27

BY-LAW NO. 1

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- 7. **Board of Directors**
- 8. Officers of the Corporation
- 9. Default of Payment/Lien
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- 13. Interest - Application of Payments
- 14. **Banking Arrangements**
- 15. Rules and Regulations respecting the Property
- 16. **Fines**
- 17. Severability
- 18. Omission and Non-Receipt
- 19. Number and Gender
- 20. Headings

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NEEPAWA CONDOMINIUM CORPORATION NO. 27 BY-LAW NO. 1

A By-Law relating generally to the transaction of the business and affairs of NEEPAWA CONDOMINIUM CORPORATION NO. 37.

BE IT ENACTED as By-law No. 1 of Neepawa Condominium Corporation No. 21 (hereinafter referred to as "the Corporation") as follows:

1. **DEFINITIONS**

The terms used herein shall have ascribed to them the definitions contained in *The Condominium Act*, C.C.S.M. C.170, as amended, (hereinafter called "the Act"), save that the following terms used herein shall have the particular meaning set out below:

- a) **Declaration** means the Declaration respecting the land submitted for registration under the Act by TYCAN MANAGEMENT INC. (hereinafter called "the Declarant"), and registered in the Neepawa Land Titles Office on the _____ day of ______, 20___, as Instrument No. _____/2.
- b) **Plan** means the Plan respecting the land submitted for registration under the Act by the Declarant contemporaneously with the above described Declaration.
- c) **Land** means the Land described in the Plan more particularly described as Neepawa Condominium Plan No. _____ as registered in the Neepawa Land Titles Office.

2. SEAL AND EXECUTION

This will be a Corporation without a seal.

- b) Annual General Meeting: The first general meeting must be held no later than one (1) year after the first transfer of ownership of a Unit by the Declarant. Thereafter shall be a general meeting of the Owners held once each year and not more than six (6) months after the end of each fiscal year, for the purpose of hearing and receiving the reports and statements required by the Act and the By-laws of the Corporation to be read and laid before the Owners, electing Directors, appointing the auditors, and fixing or authorizing the Board to fix their remuneration and for the transaction of such business as may properly be brought before the meeting.
- c) **Special General Meeting**: All meetings of members other than the annual general meetings shall be special meetings. The Board shall have the power at any time to call a special meeting of Owners and shall upon a requisition in writing made by Owners who own twenty-five (25%) percent of the Common Elements, or combination thereof, convene a special meeting of Owners. In the event that the Board does not within ten (10) days from the date of such requisition, call such meeting to be held within fourteen (14) days, the Owners or mortgagees who gave such requisition may call such meeting which may be held within thirty (30) days from the date of the calling of such meeting.
- d) **Turnover Meeting:** A turnover meeting will be called by the Declarant's Board no later than six (6) months after the Declarant ceases to be the owner of a majority of the Units. The purpose of the turnover meeting is to replace the Declarant's Board as provided in the Act.
- **Notice of General Meetings:** Thirty (30) days' notice of every e) annual meeting and seven (7) days' notice of every special meeting specifying the place, the date and the hour of meeting and the general nature of the matters to be considered shall be given all Unit Owners who at the close of business on the day on which notice is given are entered on the Corporation's records as Owners, addressed to them at their respective Units or such other address as may be specified in writing to the Corporation by them and to all registered mortgagees who at the close of business on the day on which notice is given have filed with the Corporation a request in writing to receive notice of such meetings. Proof of Notice calling the meeting shall be made by affidavit by the person giving such notice. Notice of the meeting may be waived before or after the meeting or any other event of which notice is required to be given and such waiver shall cure any default in giving such notice. No

- i) Vote: A unit owner has the right to raise for discussion any matter relevant to the business or affairs of the Corporation. A vote may not be taken on any matter other than a routine matter or procedure unless the matter was clearly specified in the Meeting Notice.
- proxy: An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney, and may be either general or for a particular meeting, but a proxy need not be a Unit Owner. The instrument appointing a proxy shall be deposited with the Secretary of the meeting at least three (3) clear days prior to the meeting, to entitle any vote to be cast under its authority.

The instrument appointing a proxy may be in the following form:

PROXY

	KNOW	ALL	MEN	BY	THESE	PRESENTS	THAT
0 18	1			is here	eby appoir	ited the attorr	ney and
prox	y of the	undersi	igned U	nit Ov	vner or m	ortgagee of B	randon
Con	dominium	Corpor	ration N	o	for_ar	nd in the name	e of the
und	ersigned t	o vote a	and act	at the	meeting o	f Unit Owners	to take
plac	e at		o'cl	ock in	the	_ noon, on th	e
day	of			, A.D.	20, and	l at any adjou	rnment
or a	djournme	nts the	reof.				
		at Bra A.D. 20	•	in Ma	nitoba, th	nis	day of
			= 1				
			· /				
Witr	ness				Api	pointer	

k) Vote by Co-Owners: Co-Owners of Units may vote by a proxy jointly appointed by them, and in the absence of such a proxy are entitled on a show of hands to one vote for each Unit to be cast by such Co-Owner as is agreed upon by all Co-Owners of each such Unit. Provided that the term "Co-Owner" as used in this clause, shall include joint tenants, tenants in common, or persons otherwise participating in the Ownership of a Unit as the case may be.

Corporation shall deliver to each such mortgagee, when requested to do so in writing, a copy of minutes of each meeting of the members of the Corporation within seven (7) days after the holding of the meeting. In the event that such minutes disclose that any matter has been dealt with which has not been specifically referred to in the notice calling the meeting, any decision on such matter shall not be valid until fourteen (14) days after the mailing of such minutes to each such mortgagee. If any mortgagee shall object in writing to the decision on such a matter within fourteen (14) days after such mailing, the decision made in connection with such matter shall be deemed not to be binding and shall not be acted upon unless and until it has been ratified at a meeting of the members of the Corporation which has been duly called by a notice specifying that such matter will be considered.

q) Participation by Teleconference: In the discretion of the Board, A Unit Owner may attend meetings by telephone, teleconference, or other form of communication system that allows concurrent participation.

7. BOARD OF DIRECTORS

- a) **Number and Terms**: From and after the first annual general meeting the affairs of the Corporation shall be managed by a Board of Directors consisting of three (3) persons elected by the members of the Corporation at an annual meeting for a term of one (1) year or until their successors are elected. A person shall not be elected unless prior to the meeting he shall have consented in writing or in person to stand for election. In any elections for the Board of Directors, each member shall be entitled to vote for as many nominees as there are vacancies to be filled.
- b) Eligibility for the Board: Each Director shall be eighteen (18) or more years of age and need not be a member of the Corporation. A member of the Board of Directors is eligible for re-election.
- c) Vacancies: If a vacancy in the membership of the Board occurs, a new member shall be appointed by the remaining directors until a new director can be elected at the next annual or special meeting. The office of a director shall become vacated:

- i) **Waiver of Notice**: Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
- j) Adjournment of Meetings: If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- K) Chairman and Casting Vote: The President shall act as Chairman of each meeting. If the President be absent the Board shall elect a Chairman for each meeting. The Chairman shall have a casting vote as well as an original vote. If any Chairman so elected vacates the chair during the course of a meeting, the Board shall choose in his stead another Chairman who has the same right of voting.
- Interest of Directors in Contracts: Directors who have an indirect or a direct interest in an agreement, transaction, or a matter must disclose their interest as required by the Act.
- m) Protection of Directors and Officers: No Director or Officer of the Corporation shall be liable for the acts, neglect or default of any other Director or Officer or for joining in any act for conformity or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss. damage or misfortune whatever which shall happen in the execution of the duties of his office in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.
- n) **Meeting by Teleconference**: Directors may attend meetings by telephone, teleconference, or another form of communication system that allows concurrent participation.

10. FINANCIAL STATEMENT

The Corporation shall at such regular intervals, not less frequently than annually as the Board from time to time establishes, forward to each Unit Owner of a Unit and the mortgagee of any Unit who so requests, a full and complete statement of the receipts and expenditures and a balance sheet with respect to the Common Expenses and similar statements with respect to the Reserve Fund duly certified by the Auditors of the Corporation. The Corporation shall, upon request of any Owner or mortgagee of any Unit, furnish an up-to-date statement of the state of account between the Corporation and the Unit Owner.

11. BUDGET

The Board shall from time to time, at least annually prepare a budget setting out the estimates of the Common Expenses for the next ensuing fiscal year and allocate and assess such Common Expenses amongst the Unit Owners according to the proportion in which they are required to contribute to the Common Expenses as set forth in the Declaration. A copy of the budget for the next ensuing year, together with the notice of assessment for the Unit Owner's contribution towards the Common Expenses for the next ensuing year, shall be forwarded to each Unit Owner and the mortgagee of any Unit who so requests. Until the new budget and notices of assessment have been sent to the Unit Owners, the Unit Owners shall continue to pay the amounts which have been established as the basis of the prior annual budget.

12. **SPECIAL ASSESSMENT**

If the Board determines during a Fiscal Year that the Common Expenses Fund will not be sufficient to pay the Common Expenses for that year the Board may

banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such bank to do any act or thing on the Corporation's behalf to facilitate such banking business.

15. RULES AND REGULATIONS RESPECTING THE PROPERTY

The Board may from time to time make Rules respecting the use of the property for the purpose of preventing unreasonable interference with the use and enjoyment of the Units and Common Elements. Any such Rules shall be reasonable and consistent with the Act, the Declaration and the By-laws.

16. FINES

The Board may impose a fine on a Unit Owner if a By-law or Rule is contravened by:

- a) the Unit Owner;
- b) a tenant or other occupant of his or her Unit; or
- a person permitted to be on the property by the Unit Owner or by a tenant or other occupant of his or her Unit.

The maximum amount of a fine is \$100.00. For a continuing contravention the maximum number of times that the fine may be imposed in a twelve (12) month period is twelve (12) and the maximum frequency is once every seven (7) days.

17. SEVERABILITY

The invalidity in whole or in part of any paragraph or paragraphs in this By-law or any additional By-laws passed by the Corporation shall not affect the validity of the remaining portions of the paragraph, paragraphs, or By-laws.

The Declarant, being the Owner of One Hundred (100%) percent of the Common Elements, hereby consents to the foregoing By-law being By-law No. 1 relating generally to the transaction of business and affairs of NEEPAWA CONDOMINIUM CORPORATION NO. (2) which By-law is hereby sanctioned and confirmed.

witness

PAUL EUGENIC PIO r Barrister and Selfator Province of Manitobal 253 - 10th Street Brandon, Manitobal 87A 469 727-0751 **TYCAN MANGAMENT INC.**

Per:

LER RICE, President

SCHEDULE "B"

RULES AND REGULATIONS RESPECTING THE UNITS

THIS IS A SCHEDULE "B" attached to and forming part of By-Law No. 1 of

- a) No person shall carry on a "home occupation" in a Unit without prior consent of the Board;
- b) No Unit shall be used as a day care or babysitting center.
- c) No signs, billboards, notices or advertising matter of any kind shall be placed on the exterior of any structure or in the interior of any structure as to be visible from the outdoors; except "home for sale signs" either professional or private.
- d) Unit Owners and residents will comply with all provincial and municipal By-Laws relating to the use or occupation of their Units;
- e) No Occupant of a Unit may have a pet which is in the opinion of the Board a nuisance. In any event, no person may have more than one (1) cat or one (1) dog without specific permission from the Board. Permission given may be revoked if an animal becomes a nuisance. Pets are permitted outdoors only on a leash and personally accompanied and supervised by a responsible adult or in a fenced rear yard. Owners must clean up after their pets;
- f) No Unit shall be used by anyone in such a manner as to unreasonably interfere with the use and enjoyment of the Common Elements or other Units;
- g) No motor vehicles shall be parked on a Unit except in a driveway;
- h) No repairs or adjustments to vehicles may be carried on;
- i) No golf carts, boats, trailers, snowmobiles, ATVs, machinery or equipment of any kind, nor any motor vehicle not licensed and in regular use, shall be parked on the outdoor portions of a Unit;
- j) The outdoor portions of the Units shall be kept clean, open and clutter free and nothing will be stored, kept or left thereon;
- k) No Unit Owner shall cause or allow excessive or unreasonable use of water supplied to the Units
- All persons shall observe and comply with the restrictions and obligations relating to the use of private roads, private sewer and water services as provided in Agreements between the Condominium Corporation and the Developer.
- m) Short Term Rentals
 - Quiet time is 10 pm lower noise after 10 pm
 - No Parties friends and family are welcome to visit, large outdoor gatherings that my disturb neighbours are prohibited
 - No more than 2 guests per bed (no exceptions)