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BY-LAWS
STRATA PLAN NWS 3379

BRICKWOOD PLACE
11595 Fraser St
Maple Ridge, BC V2X 0X7

1. Payment of strata fees

- 1.1 An owner must pay maintenance fees, extra parking, storage locker and gas payments on or before the first of each month; invoices are not provided.
- 1.2 A series of 12 post-dated cheques commencing on December 1st of each year is requested to facilitate the job of the treasurer in preparing bank deposits. The fiscal year end for the Strata Corporation is November 30th
- 1.3 Where an owner fails to pay strata fees in accordance with this bylaw, outstanding strata fees will be subject to a \$50 fee or an interest charge of 10% per annum, compounded annually, whichever is greater.
- 1.4 Any damaged caused in the common area during move-in/move-out is covered by a \$25 fee to be paid by the current owner for each move-in and move-out.

3. Use of property

- 3.1 Unless otherwise authorized by the Strata Council, all Strata Lots shall be restricted to the following number of adults:
 - In a one-bedroom suite – no more than two permanent adult residents
 - In a two-bedroom suite – no more than four permanent adult residents
- 3.2 The Strata lot shall not be used for commercial or professional purposes or for any purposes that may be illegal or contrary to any Government or Municipal Rules or Ordinances, or is injurious to the reputation of the building or its Owners.
- 3.3 No animal litter allowed on patios, balconies or any other common areas. If animals are allowed free access to these areas and litter does occur, the owner shall be responsible to see that the waste is cleaned up forthwith so as not to annoy neighbours with any unpleasant sights and/or odors.
- 3.4 Common sense should apply – Keep no more than two (2) pets on his/her strata lot or the common property (dog under 14" from shoulder height or any pet specifically (seeing eye dog) permitted in writing by the Strata Corporation).

3.5 Not build or cause to be built any outside pen or animal run.

3.6 Pets shall enter through the underground gate unless carried in the common property and not to travel by elevator.

4. Inform strata corporation

4.1 Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number, phone number / contact number and mailing address outside the strata plan, if any.

4.2 On request by the strata corporation, a tenant must inform the strata corporation of his or her name, strata lot number and phone number.

5. Obtain approval before altering a strata lot / Exterior Appearance

5.1 An owner shall allow no signs, billboards, notices or other advertising matter of any kind to be placed on any part of his/her strata lot, limited common property, or on the common property without the prior written consent of council or except as specifically permitted by the regulations of the strata corporation.

5.2 Real Estate signs must be displayed on the real estate tree provided for this purpose.

5.3 Laundry and bedding are not permitted on the balcony/patio. Balconies/patios are not to be used for the storage of bicycles, household furniture or any unsightly items.

5.4 No individual owner shall alter the exterior appearance of the building by painting wood, ironwork, concrete or other exterior parts of the building or strata lot other than subject to the written approval of the Strata Corporation.

5.6 An owner must receive written approval of the strata corporation before undertaking alterations to the exterior or structure of the strata lot, or limited common property, including but not limited to the resurfacing of balcony floors/patios or the addition of surfacing material to them, and to the attachments, erection or extension of fences, sun and wind screens, patio covers or enclosures, antennas, trellises, or similar items or structures and to the painting or staining of the exterior of the buildings or any aforesaid items.

5.7 A small satellite dish on the patio must be on a removable stand and in no way attached to the building or balcony/patio.

6. Rental Restrictions

- 6.1 The number of strata lots within the Strata Corporation that may be rented at any one time is zero.
- 6.2 Those Strata Lots that are presently rented, which may exceed the limitation in Subsection (1), will be permitted to continue to be rented, but at the time of sale of such Strata Lot, this permission shall be terminated automatically and without condition, save for provision of Section 142, 143 or 144 of the Strata Property Act.
- 6.3 An owner receiving permission to rent all or part of a strata lot must exercise the permission to rent within 90 days from the date it was granted, otherwise the permission expires. During the 90 days immediately following the grant of permission, the strata lot shall be deemed rented for the purposes of the limit stated in subsection (1).
- 6.4 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the Strata Corporation and a Notice of Tenant's Responsibility in Form K.
- 6.5 Within two weeks of renting all or part of a residential strata lot, the landlord must give the Strata Corporation a copy of the Form K – Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Strata Property Act.
- 6.6 Owners leasing or renting their Strata Lot must note that all assessments, fines or other charges that are levied by the Strata Council against the Owners of the lot, is the Owner's responsibility to pay the Strata Corporation of the contravention of the Bylaw by his/her tenant.
- 6.7 Where an owner rents his/her strata lot in violation to subsection (1), Strata Corporation shall levy a monthly fine of \$500.00 during the period of the lease, and may take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the Strata Corporation in enforcing the rental restriction bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the Strata Corporation.

7. Barbecues

- 7.1 The use of barbecues is not permitted at any time; no matter what kind. Feel free to use Brickwood Park for any barbecuing.

7.2 No propane cylinders are permitted on the premises; (Automobiles powered by propane excluded).

8. Complaints/Comments/Approval

8.1 Complaints of any kind or suggestions must be addressed to the council in **writing** and will be reviewed by the Strata Council at the next meeting.

9. Parking

9.1 Shall not operate any vehicle within the property limits at a speed in excess of 10 km/h. Due care must be shown at all times.

9.2 Only vehicles with current insurance and/or an Unlicensed Vehicle policy in force shall be allowed in the parking areas.

9.3 Parking vehicles other than those owned or leased by a resident is prohibited. The Strata Council may set charges for extra stalls from time to time. In the event of an increase, 60 days notice will be given.

9.4 No one shall park, or leave unattended, or cause to be parked or left unattended, any vehicle in such a position that it interferes or infringes upon parking spaces, nor shall a vehicle be left in such a way that it blocks or infringes on access lanes or "No Parking" zones.

9.5 The Strata Corporation shall not be responsible for the costs associated with the removal and/or storage of the offending vehicle.

9.6 Vehicles dripping oil, gasoline or fluids will be prohibited from parking in the underground garages until repaired. Owners of vehicles causing staining shall, at the Strata Corporation's notification, clean up all drippings, or on failure to do so on 10 days notice, shall be assessed the cost of the clean up, and the vehicle causing leakage shall be removed at the owner's expense. Major motor tune-ups, oil changes, mechanical repairs/adjustments and excessive engine running are prohibited on common area property.

9.7 Assigned parking areas shall not be used for storage other than a licensed motor vehicle and/or bicycle. Stalls are for standard width vehicles.

9.8 No parkade gate door openers shall be left in vehicles at any time. Lost or broken gate openers are the responsibility of the owners. Residents are responsible for watching the gate *close* behind them when entering/exiting the parking garage **24 hrs a day 7 days a week**.

9.9 Courtyard is restricted to the rental of 5 recreation vehicle spaces. In the event of an increase, 60 days notice will be given.

10. Smoking

- 10.1 Smoking is not permitted on the common property in keeping with the Municipal Bylaws.

11. Alcohol/beverages

- 11.1 Consumption of alcohol or any beverage is not permitted on common property.

12. Waterbeds

- 12.1 Waterbeds are not permitted unless proof of Liability Insurance, to cover potential damage caused by the waterbed, is provided to the Strata Council.

13. Misc.

- 13.1 Only artificial trees will be allowed in the building due to fire hazards, clean up and maintenance.
- 13.2 Decorative Christmas lights on patios or porches shall be installed with due care as to not damage the exterior vinyl facings and must not be installed earlier than **November 15th** and will be removed prior to **January 31st** of the following year.
- 13.3 No person shall be allowed to climb the existing fences or flowerbeds as a short cut or for any other reason. Any damage as a result of violating this bylaw will result in repair at the expense of the owner.
- 13.4 Bicycles must be **carried** through the lobby, hallways and in the elevator.
- 13.5 Anyone who willfully tampers with or removes fire-fighting equipment shall be fined \$500.00 at the first offence.

14. Disturbance of Others

- 14.1 Mops or dusters of any kind shall not be shaken from, and nothing shall be thrown out of any window, door, passage or any other part of the strata lot or the common property.
- 14.2 No person shall use water for any purpose or in such a way so as to allow or as a result, water dripping or otherwise running off his/her balcony area.
- 14.3 No owner shall use any major appliances such as a vacuum, dishwasher, garbage disposal, washer or dryer, **ect before 7am and not after 11 pm 7 days a week.**

- 14.4 Any excessive noise or loitering on an ongoing basis shall be submitted in writing to the strata council, to be reviewed. Offenders will be advised of such complaints.

15. Insurance

- 15.1 Subject to subsection 158.1 and 158.2 of the Strata Property Act, the Strata Council shall determine whether the Strata Corporation or an Owner shall pay for the insurance policy of the Strata Corporation.
- 15.2 It shall be the policy of the Strata Corporation that if the Strata Council determines that an Owner, their family, their visitor, their employer or their agent has any degree of control over the events which led to the damage being sustained to the Strata Lot or Common Property, whether negligent or not, the Owner will be responsible for payment of the insurance deductible.

16. Violation of Bylaws

- 16.1 The penalty per violation of the bylaw shall be \$50.00 per offence, unless otherwise stated in the document and these fines payable for the month following the penalty was assessed.
- 16.2 Strata Owners will be held responsible whether it be an Owner, their family, their visitor, their employer or their agent who are in violation of a bylaw.
- 16.3 The Owner will be given a written warning of a bylaw infraction and ten (10) days in which to rectify the situation prior to a penalty being assessed.

Any offence to the bylaws will be followed up with a three-step process:

1st Offence: Verbal/Written

2nd Offence: Written

3rd Offence: Fine of \$50.00 (with the exception of noise bylaw \$100 for 3rd time)

4th Offence: Fine of \$500.00 (for noise)

To view the Strata Property Act (including Bylaws) see:

http://www.qp.gov.bc.ca/statreg/stat/S/98043_01.htm