

# STRATA PLAN NW 2471 – BARCLAY COURT

## BYLAWS

### **Rental restriction**

- Section 1 (a) The number of strata lots allowed for rental is zero (0).

### **Liability**

- Section 1 (b) Owners shall be liable for their visitors in the event that any visitor becomes “bodily injured”. The Strata NW 2471 is not legally obligated to pay compensatory damages. Any reasonable and proper expense in connection with the injury will be paid by the respective unit.

### **Maintenance fee and other assessments**

- Section 2 (a) Owners must pay to the Strata Corporation, on the first of each month, the estimated assessments imposed by the Strata Corporation in order to meet estimated common expenses.
- (b) Failure to pay for the monthly assessment within ten (10) days of the due date shall result in a penalty in the amount of \$25, payable to the Strata Corporation, for each month in arrears.
- (c) Owners must pay to the Strata Corporation any special assessment that shall be levied by the Strata Council for the purpose of defraying in whole, or in part, the cost of any construction, unexpected major repair or replacement of a described capital improvement to the common property or other assets of the Strata Corporation, provided that such a special assessment has been approved by a special resolution of the owners.

### **Sale of property**

- Section 3 (a) A strata lot shall not be sold without informing potential purchasers of the existence of the Condominium Act, the current bylaws of the Strata Corporation and the rules and regulations of the Strata Corporation.
- (b) Owners cannot obtain a transfer of title until all assessments, including fines, are paid to the Strata Corporation.

### **Illegal behaviour**

- Section 4 (a) Owners shall not use, or permit the use of, the strata lot for any illegal, immoral or improper purpose or any purpose that may adversely affect the reputation of the Strata Corporation.

### **Security**

- Section 5 (a) All keys to locks on common property are common property and are issued only with the approval of the Strata Council.

### **Disturbance of others**

- Section 6 (a) No noise shall be made in or about any strata lot or common property which, in the opinion of the Strata Council, is a nuisance or unreasonably interferes with the use and enjoyment of any other strata lot by its owners. (Municipal bylaws covering noise, disturbance and public nuisance shall apply to all owners and their guests or visitors.)

### **Alterations**

- Section 7 (a) No structural alterations to the exterior or interior of the building shall be made.
- (b) No exterior alterations to the wiring, plumbing, piping, or other services shall be made to the strata lot or the common property.
- (c) The exterior of the building, including fences, shall not be altered by painting.
- (d) Interior alterations to wiring, plumbing, piping, or other services may be made providing they comply with all building codes and do not affect any other strata lot. Municipal permits for wiring and plumbing must be obtained prior to any alteration.

### **Damage to strata lot and common property**

- Section 8 (a) Any damage caused to the strata lot or common property by an owner, resident, guest, visitor, or pet shall be repaired and made good at the expense of the strata lot owner.
- (b) Any water damage to a strata lot or the common property, such as from an overflowing bathtub, toilet, sink, faucet, refrigerator, freezer, any other household appliance, a damaged window or door, or hot water tank, due to neglect or carelessness shall be repaired and made good at the expense of the strata lot owner.
- (c) The cost of repairing or cleaning any stoppage of plumbing on the strata lot or common property caused by carelessness or neglect is the responsibility of the strata lot owner.

- (d) Any damage caused to the strata lot or common property by an owner or guest, arising from redecorating, alteration or improvement shall be repaired and made good at the expense of the strata lot owner.
- (e) Damage to windows, exterior doors, or patio doors, including normal wear and tear, shall be repaired and made good at the expense of the strata lot owner.

**Hazards**

- Section 9
- (a) No object or substance shall be brought onto, or stored on, a strata lot or common property that, in any way, increases the risk of fire.
  - (b) No object or substance shall be brought onto, or stored on, a strata lot or common property that, in any way, increases the rate, or invalidates the fire insurance or any other insurance policy held by the Strata Corporation.
  - (c) No material substances (especially burning materials such as cigarettes or matches) shall be thrown or permitted to fall from any window, door, or other part of the strata lot or common property.

**Pets**

- Section 10
- (a) Owners are allowed to keep a maximum of three (3) pets.
  - (b) The Strata Council reserves the right to intervene and/or require the removal of a pet if more than three written complaints are received by the Council.

Any violation of the preceding bylaws is subject to a penalty of \$50. One written notice will be given prior to each assessment.

*Passed in the March 8, 1999 AGM.*

Strata Plan NW 2471  
Barclay Court  
10980 No. 2 Road  
Richmond, B.C. V7E 2E3

STRATA RULES AND REGULATIONS

Signs, Notices, Exterior Appearance

- Section 1 (a) Only signs and notices approved by the Strata Council shall be posted in areas designated by the Strata Council. Unauthorized signage, notices, or advertisements be removed without prior notice.
- (b) No awning, shade, screen, security bars, window covering, air conditioning unit, Radio or television antenna shall be hung from, or attached to, the exterior of the Building without prior approval of the Strata Council.
- (c) No laundry, clothing bedding or other articles shall be hung or displayed from windows. Laundry lines may be hung in the backyard no higher than the height of the exterior fence.
- (d) Only vehicles are permitted in the parking stalls. No furniture or machinery other than Vehicles or garbage or parcels of any kind shall be permitted in parking stalls.
- (e) Backyard and the small planting area near the front door of each unit are common properties, to be maintained by the respective owners. Strata Council reserves the right to charge owners the required fees to maintain these common areas if the owners failed to do so.
- (f) Feeding animals such as birds and pets are not permitted in common property except in backyards.

Driveway

- Section 2 (a) Children are not permitted to play in the common areas of the property, specifically the driveway, unless supervised by an adult.

Parking:

- Section 3 (a) Only vehicles with current registration and insurance shall be allowed in the parking areas. Any uninsured vehicles are subject to immediate removal.
- (b) All residents shall park their vehicles in their carport/garage or assigned numbered stalls **only**.
- (c) No vehicle, boat or equipment attached thereto that in the opinion of the Strata Council constitutes a fire hazard shall be permitted in the parking area.
- (d) Assigned parking spaces shall not be used for storage of unserviceable vehicles or personal property.
- (e) No parking of vehicles on roadways, firelanes or in front of carports / garages
- (f) Residents are not allowed to park their vehicles in visitors' parking.
- (g) Visitor parking permits no more than three (3) consecutive days.
- (h) Enforcement of parking rules is 24 hours / 7 days a week.

## Storage

- Section 4 (a) No storage of personal property is allowed on common property. Unidentified property stored in common areas and parking spaces will be remove without prior notice.
- (b) Bicycles or tricycles are not to be stored on common property except in parking stalls.
- (c) Any damage caused to a strata lot or common property as a result of storing bicycle/ tricycle will be the owner / resident's responsibility.

## Cleaning of Common and Perimeter Fence Areas

- Section 5 (a) There will be a general cleaning of the common area and areas around the perimeter fence of the strata complex by all residents to be scheduled by the Strata Council. Each unit will have to be represented.
- (b) Snow removal on the driveway and areas in front of the driveway will be the responsibility of the owner / resident. Snow removal by the complex entrance and sidewalk along the strata complex will be done by any available resident to be paid from the strata funds.

**Any violation of the preceding rules and regulations is subject to a penalty of \$50.00. One written notice will be given and if the offending party will not respond within 10 days or if response in not reasonable, an assessment for the penalty will follow.**

*Amended and passed at September 13, 2015 AGM*

STRATA NW 2471  
CY 2016 BUDGET

BALANCE - CHEQUING ACCOUNT AS OF JAN. 1, 2016	\$ 20,586.33
Less: Amount for Transfer to Contingency Reserve from CY 2015	(7,170.00)
<b>Amount Available for Operation</b>	<b>13,416.33</b>

ADD: FEES / RECEIPTS FOR CY 2016

- Per Month

<u>Unit #</u>		<u>Per Unit (\$)</u>	<u>Total (\$)</u>	
1 - 5	5	197.42	987.11	
6 - 7	2	194.75	389.49	
8 - 10	3	192.12	576.37	
11	1	202.71	202.71	
12	1	200.12	200.12	
13 - 15	3	210.67	632.00	
Totals	15		2,987.79	
				12
Estimated Collection for CY 2015			35,853.48	35,853.48

TOTAL \$ 49,269.81

LESS: ESTIMATED EXPENSES:

Appraisal	787.50	1/	
Depreciation Report	4,000.00		
Waste Management	4,800.00		
Property Insurance	9,000.00		
Patio repair - Units 7, 8 & 9	6,000.00		
Regular Maintenance	13,000.00	2/	
Hydro	400.00		37,987.50
ESTIMATED BALANCE - OPERATION			11,282.31
LESS: Amount for Transfer to Contingency Reserve Fund (20%)			7,170.00

ESTIMATED CHEQUING ACCOUNT BALANCE AS OF DEC. 31, 2016 \$ 4,112.31

CONTINGENCY RESERVE FUND:

TERM DEPOSIT BALANCE AS OF JAN. 1, 2016	10,650.46	
ADD: CY 2016 CONTINGENCY RESERVE FUND	7,170.00	17,820.46

ESTIMATED OVERALL FUNDS AS OF DEC. 31, 2016 \$ 21,932.77

1/ for the 3-year renewal with Normac (2016 - 2018) at the same price

2/ Broken down as follows:

Tree Trimming and Shearing	\$ 2,000.00
Dryer Vents Cleaning	1,000.00
Gutter cleaning	3,000.00
Powwer Washing of Exterior Walls	3,000.00
Provision for other estimated expenses	4,000.00
	<u>\$ 13,000.00</u>

**Strata Plan NW 2471  
List of Major Repairs**

2001	Roof Replacement - Units 13 - 15	
2002	Roof Replacement - Units 1 - 5	
2003	Re-painting of Garage Posts and Boards	
2003	Gutter Replaced with Weatherguard gutters	
2004	Roof Replacement - Units 6-12	
2006	Replacement of Furnace Doors - All Units	
2011	Partial Perimeter Fence Replacement and Painting	
2012	Patio Replacement - Units 4,5 & 6	
2012	Re-painting of Garage Posts and Boards	
2013	Perimeter Fence Replacement - Remaining Portion not done in 2011	
2014	Painting of Perimeter Fence - portion replaced in 2013	
2014	Pipe Repair of Unit # 10 paid by the Strata	
2015	Pipe Repair of Units # 3, 4, 9 & 15 paid by the Strata	
2015	Reimbursement of pipe repair - Unit # 2	\$630.00
2015	Reimbursement of pipe repair - Unit # 6	\$530.00

**Note: It was agreed by all home owners that the Strata will reimburse the cost of Pipe Repair up to the maximum amount of \$2,000.00 per unit. This is a one-time charge to the Strata for pipe repairs starting 2013 only and indefinitely or until superseded and any additional cost in excess of \$2,000.00 will be at the home owner's expense**