

BRENT GARDENS
STRATA PLAN NW-2036
RULES

BRENT GARDENS - NW-2036

RULES

1.0 GENERAL

CONTRAVENTIONS

- 1.1 Unless otherwise stated, for the purposes of the Rules, fines will be levied as stated in Bylaw 2.2.
- 1.2 Residents or guests are not permitted to consume alcoholic beverages in any common area excluding the Recreation Room.
- 1.3 Residents or guests are not permitted to trespass on any part of the property to which another owner is entitled to exclusive occupation.

2.0 SEASONAL

- 2.1 Unless authorized by the Strata Council, seasonal decorations shall not be displayed in the lobby of the buildings with the exception of one (1) decorated artificial Christmas tree.
- 2.2 Only artificial Christmas trees shall be used on the common property and in a strata lot.

3.0 BALCONIES AND PATIOS

- 3.1 All plant containers including, but not limited to boxes and pots are not to be placed on top of balcony railings.
- 3.2 Residents must ensure that the drains and scuppers accessible on and from the balcony are clear of debris at all times.
- 3.3 When washing balconies and watering plants, a resident shall ensure that water does not drip or run over on to the balcony below.
- 3.4 Barbecuing shall be permitted only on the patios and the balconies of each strata lot, provided the barbecuing is conducted in a safe manner and is not a nuisance to other strata lot owners. Barbecuing equipment must be maintained in an orderly appearance if it is to be stored on a patio or balcony.

4.0 COMMON AREAS AND STRATA LOTS

- 4.1 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage in common areas.
- 4.2 A resident may post notices on the bulletin board located in the laundry room or lobby of the building subject to being removed by the Strata Council or Caretaker if deemed to be inappropriate or have remained for more than seven (7) days.
- 4.3 A resident or visitor must not use common property hose connections or electrical outlets, with the exception of those electrical outlets that are located in

the underground parking area for purposes of vacuuming a vehicle or cleaning a parking stall or washing a vehicle in the wash bay.

4.4 A resident or visitor is not permitted to enter any restricted area of the Strata Corporation such as, but not limited to, the roof, boiler room, electrical room, generator room except as allowed by the Strata Council or the Caretaker.

4.5 A resident or visitor must not wear or use inline skates anywhere in or on the common property, limited common property or common asset .

4.6 A resident or visitor must not deface or remove any notice posted by the Strata Corporation on common property, limited common property or common assets.

5.0 COMMON AREA KEYS

5.1 When a change to the door-key entry system is required, residents will be provided without cost, two (2) keys for entry into the main entrance of the building.

5.2 Lost or stolen keys for entry in to the building may be replaced by contacting the Caretaker to obtain a signed authorization to have copies made at the resident's expense.

5.3 Replacing strata lot keys is the sole responsibility of the resident.

5.4 Residents shall make alternate arrangements for entry into the building and their strata lot when keys are misplaced, forgotten or lost. Providing entry in this circumstance is not the responsibility of the Caretaker.

6.0 LAUNDRY ROOMS

6.1 The laundry room in the tower is open 24 hours daily.

6.2 The low-rise buildings' laundry rooms are open from 7:00 AM to 10:00 PM daily.

6.3 As the laundry equipment is limited, residents must monitor their washing and drying time and not allow their laundry to remain in a machine for an extended period.

6.4 In consideration of other users of the laundry, residents must clean out the lint filters when they have finished drying their laundry.

6.5 Laundry that has been left in the laundry room for two (2) days will be considered as being abandoned and will be removed.

7.0 RECREATION ROOM AND TENNIS COURT

7.1 The Recreation Room is open daily from 9:00 am to 10:00 pm.

7.2 The Recreation Room is a non-smoking area.

7.3 The Recreation Room is a common facility to be shared by all residents.

7.4 Notwithstanding Rule 7.1, the Recreation Room may be reserved for exclusive use when a special event is sponsored by the Strata Corporation such as, but

not limited to information meetings, Strata Council meetings, or community events sponsored by the Strata Council.

- 7.5 Residents may rent the Recreation Room upon application with the Caretakers at least one (1) week before the event.
- 7.5(a) If liquor is to be consumed in the Recreation Room, a current "Serving It Right" document and a liquor license shall be produced by the Strata Lot Owner two weeks in advance of the event.
- 7.6 To book the Recreation Room, the Resident must provide a post-dated cheque for one hundred (\$100.00) dollars that must accompany the completed application form that the Caretaker shall hold in the office until after the event.
- 7.7 After the event and at an agreed upon time, the Caretaker shall conduct an inspection of the Recreation Room. If the Recreation Room and its contents have been restored to the original condition before use, fifty-five (\$55.00) dollars will be returned to the Resident who booked the Recreation Room.
- 7.8 Damage to any aspect of the Recreation Room during an event in excess of fifty-five (\$55.00) dollars renders the deposit non-refundable. Payment of all costs to repair the damage will be the responsibility of the resident who booked the Recreation Room.
- 7.9 The Resident booking the Recreation Room is responsible for each guest and must adhere to Municipal Bylaws and Fire Regulations that can change from time to time.
- 7.10 The booked event and the associated activities shall be confined to the Recreation Room.
- 7.11 The Resident shall only book the Recreation Room for his/her personally sponsored event.
- 7.12 The TENNIS COURT is available for play through daylight hours. Residents must supply their own tennis equipment.

8.0 STORAGE LOCKERS

- 8.1 Each strata lot is assigned one (1) storage locker.
- 8.2 A resident must only use the one (1) storage locker assigned to their strata lot.
- 8.3 A resident must not store any hazardous or flammable substances.
- 8.4 Item(s) shall not be left in the aisles of the locker room. If the owner of the item(s) can be identified, he/she shall remove the items within seven (7) days of written notice from the Strata Council.
- 8.5 If item(s) remain for more than seven (7) days after the owner has been notified, the items will be removed by person(s) authorized by the Strata Corporation and the costs associated with removing the items will be charged to the owner.
- 8.6 Items left in the aisles of the locker room that cannot be owner-identified will be tagged with a written request to remove the item(s) by the Caretaker. If, after

thirty (30) days, the item(s) has not been removed a person authorized by the Strata Corporation will dispose of the items.

8.7 Upon request, from time to time by the management company or the Strata Council, a resident must provide his/her storage locker number for the purposes of keeping the records current and servicing a resident's need for a locker assignment.

8.8 Failure of a strata lot resident to provide the storage locker number being used will result in the tagging of the locker and, after thirty (30) days, the lock shall be cut and the contents removed.

9.0 SHOPPING CARTS

9.1 Except as provided in Rule 9.2, shopping carts are not to be left anywhere on common property or limited common property.

9.2 All shopping carts shall be returned to the corral adjacent to the west gate entrance.

BRENT GARDENS NW-2036

RULES

APPENDIX

BRENT GARDENS NW-2036 RULES APPENDIX DEFINITIONS

DEFINITIONS AND INTERPRETATIONS

Unless otherwise stated, all terms in this document have the meanings prescribed in the Strata Property Act, SBC. 1998, c.43 (The "Act").

BYLAW means
A Bylaw of the Strata Corporation

COMMON ASSET means

- (a) Personal property held by or on behalf of a Strata Corporation and
- (b) Land held in the name of or on behalf of a Strata Corporation that is
 - (i) Not shown on the strata plan, or
 - (ii) Shown as a strata lot on the strata plan

COMMON EXPENSES means

- (a) Relating to the common property and common assets of the Strata Corporation
- (b) Required to meet any other purpose or obligation of the Strata Corporation

COMMON PROPERTY means

- (a) That part of the land and buildings shown on a strata plan that is not part of a strata lot, and
- (b) Pipes, Wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located
 - (i) Within a floor, wall or ceiling that forms a boundary between:
 - (A) A strata lot and another strata lot,
 - (B) A strata lot and the common property, or
 - (C) A strata lot or common property and another parcel of land or
 - (ii) Wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property

CONTINGENCY RESERVE FUND means
A fund for common expenses that usually occur less often than one a year or that do not usually occur, as set out in *The Strata Property Act* Section 92 (b)(ii)

DEFINITIONS AND INTERPRETATIONS

LIMITED COMMON PROPERTY means

Common Property designated for the exclusive use of the owners of one or more strata lots

MAJORITY VOTE means

A vote in favour of a resolution by more than 1/2 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.

OPERATING FUND means

A fund for common expenses that usually occur either once a year (e.g. Contracts) or more often than once a year, as set out in *The Strata Property Act Section 92 (a)*

OWNER means

A person, including an owner developer, who is

- (a) A person shown in the register of a land title office as the owner of a freehold estate in a strata lot, whether entitled to it in the person's own right or in a representative capacity, or
- (b) If the strata lot is in a leasehold strata plan, as defined in *The Strata Property Act Section 199*, a leasehold tenant as defined in that section, unless there is
- (c) A registered agreement for sale, in which case it means the register holder of the last registered agreement for sale, or
- (d) A registered life estate, in which case it means the tenant for life

RESIDENT (S) means

Collectively an owner, tenant or occupant of a strata lot

- (a) An *owner* is the person whose name is registered in the land titles' office as the owner of the freehold estate in the strata lot
- (b) A *tenant* is the person who leases the strata lot from the registered owner
- (c) An *occupant* is a person other than the registered owner who resides within the strata lot.

RESIDENTIAL STRATA LOT means

A strata lot designed or intended to be used solely for the purposes of a residence.

DEFINITIONS AND INTERPRETATIONS

STRATA CORPORATION means

From the time the strata plan (NW-2036) is deposited in a land title office

- (a) A strata Corporation is established under *The Strata Property Act Section (2)* and
- (b) The owners of the Strata lots in the strata plan are members of the Strata Corporation under the name "The Owners, Strata Plan [*the registration number of the strata plan (NW-2036)*]

STRATA LOT means

A lot shown on a strata plan (i.e. an individual suite within the Strata complex)

3/4 VOTE means

A vote in favour of a resolution by at least 3/4 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.

UNANIMOUS VOTE means

A vote in favour of a resolution by all the votes of all the eligible voters.

UNIT ENTITLEMENT means

The number beside the strata lot indicated in the Schedule of Unit Entitlement established under *The Strata Property Act Section 246*, which is used in calculations to determine the strata lot's share of

- (a) The common property and common assets, and
- (b) The common expenses and liabilities of the Strata Corporation.

VISITOR means

A person who resides/visits in a residence for a duration of time usually, but not limited to less than one month or one who visits on a frequent or regular basis. A GUEST means a person who visits a resident for only a short duration of time.