

STRATA CORPORATION NW 3291

MAYFIELD GREEN

BYLAWS

Attached are the Bylaws for Strata Plan NW 3291
For legal purposes, please obtain a true copy of the
Bylaws as registered in the Land Title Office

PLEASE NOTE: THIS BYLAW PACKAGE MAY OR MAY NOT CONTAIN THE BASIC BYLAWS OF THE
STRATA PROPERTY ACT (PART 7)

Amendments

Aug 1, 2018	Registration #CA6973476
July 22, 2016	Registration #CA5364544
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June 29, 2009	Registration #BB0788284
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**STRATA PLAN NW 3291
MAYFIELD GREEN**

BYLAWS

Preamble

These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant. The schedule of Standard Bylaws to the Act does not apply to the strata corporation.

Duties of Owners, Tenants, Occupants and Visitors

1. Compliance with Bylaws and Rules

1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

2. Payment of Strata Fees and Special Levies

2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees related.

2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50.00 for each contravention of bylaw 2.1.

2.3 An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner's bank account.

2.4 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 2.3 is a contravention of bylaw 2.3 and the strata corporation will levy a fine of \$50.00 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$25.00 and an administration charge of \$25.00.

2.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

- 2.6 Failure to pay a special levy on the due date will result in a fine of \$50.00 for each contravention of bylaw 2.5.
- 2.7 Where an owner fails to pay a special levy in accordance with bylaw 2.5, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.
- 2.8
1. Strata Lots 1 to 62 (inclusive) shall be a different type of Strata Lot and shall be referred to in these Bylaws collectively, as the “Townhouse Strata Lots”.
 2. Strata Lots 63 to 111 (inclusive) shall be one type of Strata Lot and shall be referred to in these Bylaws collectively, as the “Apartment Strata Lots”.
 3. A contribution to the operating fund which relates to and benefits only the Apartment Strata Lots shall be shared only by the Owners of the Apartment Strata Lots. Each Apartment Strata Lot’s share of that operating fund contribution shall be calculated in accordance with the formula set forth in section 6.4(2) of the Regulation to the Act.
 4. A contribution to the operating fund which relates to and benefits only the Townhouse Strata Lots shall be shared only by the Owners of the Townhouse Strata Lots. Each Townhouse Strata Lot’s share of that operating fund contribution shall be calculated in accordance with the formula set forth in Regulation 6.4(2) to the Act.
 5. A contribution to the operating fund which relates to and benefits all of the Strata Lots shall be shared by the Owners of the Apartment Strata Lots and the Townhouse Strata Lots. Each Strata Lot’s share of that operating fund contribution shall be calculated in accordance with section 99 of the Act.
 6. A contribution to the operating fund that relates to and benefits only limited common property shall be shared only by Owners of the Strata Lots entitled to use the limited common property. Each Strata Lot’s share of the contribution shall be calculated in accordance with the formula set forth in Regulation 6.4(1) of the Act.
 7. Each Strata Lot’s share of a contribution to the Contingency Reserve Fund or a Special Levy shall be shared by all Strata Lots in the Strata Corporation in accordance with the formula set forth in Regulation 6.4(3) of the Act.

3. Repair and Maintenance of Property by Owner

- 3.1 An owner must repair and maintain the owner’s strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 3.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

4. Use of Property

- 4.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that:
- (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot.

- (d) Is illegal, or
- (e) Is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

4.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

4.3 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.

4.4 Insurance Deductible and Damage to Property

a) The owner of a strata lot shall be obligated to pay to the strata corporation upon demand the amount of any insurance deductible paid by the strata corporation in relation to any claim made under or against the strata corporation's insurance policy, the cause of which claim the owner, a tenant, an occupant of that owner's strata lot or their guest or invitee are responsible for or the source of the damage giving rise to the claim originated in that owner's strata lot.

b) If an owner makes an insurance claim under the strata corporation's insurance policy in relation to any portion of that owner's strata lot which the strata corporation is required to insure for which the owner, a tenant, an occupant of that owner's strata lot or their guest or invitee are responsible for the damage which gave rise to the claim, the owner shall pay directly any deductible related to such claim.

c) The strata corporation, subject to the terms of the Strata Property Act and these bylaws, shall recover from an owner or tenant (as the case may be) the costs to repair any physical damage to the common property, limited common property, or those portions of a strata lot which the strata corporation is required to repair and which is not covered by the strata corporation's insurance policy for which the owner, a tenant, an occupant of the strata lot or their guest or invitee are responsible or the source of which originated in that strata lot. The strata corporation may choose to seek recovery (including suing) from only the owner of a strata lot in relation to damage caused by a tenant or occupant of that strata lot or their guest or invitee. Nothing in this section shall act to restrict the rights of the strata corporation pursuant to s.133 of the Strata Property Act.

4.5 A resident must not use, or permit to be used, the strata lot except as a private dwelling home and, unless granted prior written approval by the council, a resident must not allow more than two persons to occupy a strata lot originally designated by the owner developer as a one bedroom unit and not allow more than four persons to occupy a strata lot originally designated by the owner developer as a two bedroom unit. For the purposes of this bylaw 4.5, a "person" is defined to include children, but exclude visitors staying for less than 30 days with an owner, occupant or tenant of a strata lot.

4.6 An owner or occupant who alleges hardship as a result of the passage of bylaw 4.5 may appeal to the council for permission to be exempt from bylaw 4.5 on the basis of hardship and the council must not unreasonably refuse the appeal.

4.7 A Strata lot and the common property (including limited common property) must not be used or occupied for the purpose of the growing, producing, harvesting, storing, marketing, selling or distribution of marijuana

- 4.8 A strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, timeshare, temporary housing, corporate housing, vacation rental or extended vacation rental, whether arranged through websites such as Airbnb, VRBO, Premiere Executive Suites or through companies that advertise this type of accommodation.

Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a strata lot.

5. Pets and Animals

- 5.1 A resident or visitor must not keep any pets on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.
- 5.2 A resident or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common assets.
- 5.3 A resident must not keep a pet on a strata lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to two (2) caged birds;
 - (d) one (1) small dog or one (1) cat.
- 5.4 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 5.5 A resident must apply to the council for written permission to keep any pet (a “Permitted Pet”) by registering the pet with the council within 30 days of the pet residing on a strata lot (or the passage of this bylaw) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, where applicable, together with the name, strata lot number and telephone number of the pet owner.
- 5.6 A resident or visitor must not permit a loose or unleashed Permitted Pet (leashes cannot exceed six (6) feet in length) at any time on the common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner.
- 5.7 A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- 5.8 A resident whose pet contravenes bylaw 5.7 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.

- 5.9 A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common assets must be immediately disposed of by the pet owner.
- 5.10 A pet owner must keep a Permitted Pet only in a strata lot, except for ingress and egress, and the resident or visitor must carry the Permitted Pet when the Permitted Pet is in the interior of the building, including the elevator, if any.
- 5.11 A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 5.12 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.
- 5.13 A resident who contravenes any of bylaws 5.1 to 5.12 (inclusive) will be subject to a \$50.00 fine.

6. Age

- 6.1 All persons who occupy a strata lot must be 19 years of age or older.

7. Inform Strata Corporation

- 7.1 An owner must notify the strata corporation of:
- (a) within two weeks of becoming an owner; the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any; and
 - (b) any mortgage or other dealing in connection with the strata lot within two weeks of such mortgaging or other dealing.
- 7.2 On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.

8. Obtain Approval Before Altering a Strata Lot

- 8.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard.
 - (f) common property located within the boundaries of a strata lot;

- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
 - (h) wiring, plumbing, piping, heating, air conditioning and other services.
- 8.2 The strata corporation must not unreasonably withhold its approval under bylaw 8.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.
- 8.3 An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.
- 8.4 If any complaints are received with respect to increased noise transference due to hard surfaced flooring, the owner will be responsible to take appropriate/reasonable actions (e.g. placement of area rugs over hard surfaced floors) to rectify the cause of the complaint. Evidence of such may be requested by the Strata Council.
- 8.5 If any complaints are received with respect to increased noise transference due to hard surfaced flooring, the owner will be responsible to take appropriate/reasonable actions (e.g. placement of area rugs over hard surfaced floors) to rectify the cause of the complaint. Evidence of such may be requested by the Strata Council.
- 9. Obtain Approval Before Altering Common Property**
- 9.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, including limited common property or common assets.
- 9.2 An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must:
- (a) submit, in writing, detailed plans and description of the intended alteration;
 - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and
 - (c) obtain the consent of the owners by written approval of the strata council under bylaw 9.1.
- 9.3 The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including , not exhaustively, the following:
- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
 - (b) that the standard of work and materials be not less than that of the existing structures;
 - (c) that all work and materials necessary for the alteration be t the sole expense of the owner;
 - (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the

strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets.

- (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.

9.4 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.

9.5 An owner who, subsequent to the passage of bylaws 9.1 to 9.3 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

10. Renovations/Alterations

10.1 An owner must give the council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.

10.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.

10.3 An owner must ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings.

10.4 A resident must be responsible to ensure:

- (a) Drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and
- (b) Stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the council) and the residential corridor thoroughly vacuumed daily.

10.5 An owner must ensure that the hours of work are restricted to 8:00 am to 5:00 pm, Monday through Friday, and 10:00 am to 5:00 pm, Saturdays, Sundays or statutory holidays. To perform

renovations/alterations on Sundays or statutory holidays, an owner must apply for permission in writing to the council at least five business days before the date.

- 10.6 An owner must be in attendance for all **SIGNIFICANT** renovations/alterations, the determination of **SIGNIFICANT** shall be in the discretion of the council.
- 10.7 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.
- 10.8 An owner in contravention of bylaws 10.1 to 10.7 (inclusive) shall be subject to a fine of \$200.00 for each contravention , as well as be responsible for any clean up or repair costs.

11. Permit Entry to Strata Lot

- 11.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property:
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
 - (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under the bylaws or the Act or to insure under section 149 of the Act; or
 - (ii) to ensure a resident's compliance with the Act, bylaws and rules.
- 11.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation.
- 11.3 The notice referred to in bylaw 11.1(b) must include the date and approximate time of entry, and the reason for entry.

Powers and Duties of Strata Corporation

12. Repair and Maintenance of Property by Strata Corporation

- 12.1 The strata corporation must repair and maintain all of the following:
 - (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - A. the structure of a building;

- B. the exterior of a building;
 - C. patios, chimneys, stairs, balconies and other things attached to the exterior of a building;
 - D. doors, windows and skylights on the exterior of a building or that front on common property;
 - E. fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot, but the duty to repair and maintain it is restricted to:
- (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) patios, chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Council

13. Council Size

13.1 The council must have at least three (3) and not more than seven (7) members.

14. Council Eligibility

14.1 An owner, or the spouse of an owner may stand for council, but not both.

14.2 No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

14.3 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.

14.4 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

15. Council Members' Terms

- 15.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 15.2 A person whose term as council member is ending is eligible to reelection.

16. Removing Council Member

- 16.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed.
- 16.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 16.3 If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.
- 16.4 The council may appoint the remaining council members necessary to achieve a quorum for the strata corporation, even if the absence of the members being replaced leaves the council without a quorum.
- 16.5 A replacement council member appointed pursuant to bylaws 16.2 and 16.4 may be appointed from any person eligible to sit on the council.

17. Replacing Council Member

- 17.1 If a council member resigns or is unwilling or unable to act, for a period of two (2) or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 17.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 17.3 The council may appoint a council member under bylaw 17.2 even if the absence of the member being replaced leaves the council without a quorum.
- 17.4 If all the members of the council resign or are unwilling or unable to act, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

18. Officers

- 18.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 18.2 A person may hold more than one office at a time, other than the offices of president and vice president.

- (a) The vice president has the powers and duties of the president:
- (b) while the president is absent or is unwilling or unable to act,
- (c) if the president is removed, or
- (d) for the remainder of the president's term if the president ceases to hold office.

18.3 The strata council may vote to remove an officer.

18.4 If an officer other than the president is removed, is unwilling or unable to act for a period of two (2) or more months, the council members may elect a replacement officer from among themselves for the remainder of the term.

19. Calling Council Meeting

19.1 Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

19.2 The notice in bylaw 19.1 does not have to be in writing.

19.3 A council meeting may be held on less than one week's notice if:

- (a) all council members consent in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all council members either:
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

20. Requisition of Council Hearing

20.1 By application in writing, a resident may request a hearing at a council meeting stating the reasons for the request.

20.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 20.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.

20.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the date of the hearing.

21. Quorum of Council

21.1 A quorum of the council is:

- (a) 1, if the council consists of one member,
- (b) 2, if the council consists of 2, 3 or 4 members,
- (c) 3, if the council consists of 5 or 6 members, and

(d) 4, if the council consists of 7 members.

21.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

22. Council Meetings

22.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

22.2 At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

22.3 If a council meeting is held by electronic means, council members are deemed to be present in person.

23. Voting at Council Meetings

23.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.

23.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

23.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

24. Council to Inform Owners of Minutes

24.1 The council must circulate or post for owners the minutes of all council meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.

25. Delegation of Council's Powers and Duties

25.1 Subject to bylaws 25.2, 25.3 and 25.4, the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation:

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

(b) delegates the general authority to make expenditures in accordance with bylaw 25.3.

25.2 A delegation of a general authority to make expenditures must:

(a) set a maximum amount that may be spent, and

(b) indicate the purposes for which, or the conditions under which, the money may be spent.

25.3 The council may not delegate its powers to determine, based on the facts of a particular case,

(a) whether a person has contravened a bylaw or rule,

(b) whether a person should be fined, and the amount of the fines,

- (c) whether a person should be denied access to a recreational facility, or
- (d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

26. Spending Restrictions

- 26.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

27. Limitation on Liability of Council Member

- 27.1 A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- 27.2 Bylaw 27.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 27.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

Enforcement of Bylaws and Rules

28. Fines

- 28.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant:
- (a) Up to \$200.00 for each contravention of a bylaw, and
 - (b) Up to \$50.00 for each contravention of a rule.
- 28.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

29. Continuing Contravention

- 29.1 Except where specifically stated to be otherwise in these bylaws, if an activity or lack of activity that constituted a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Annual and Special General Meetings

30. Quorum of Meeting

- 30.1 If within 1/2 hour from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further 1/2 hour on the same day and at the same place. If within a further 1/2 hour from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 30.1 is an alternative to section 48(2) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

31. Person to Chair Meeting

- 31.1 Annual and special general meetings must be chaired by the president of the council.
- 31.2 If the president of the council is unwilling to unable to act, the meeting must be chaired by the vice president of the council.
- 31.3 If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons, eligible to vote, who are present t the meeting.

32. Participation by Other than Eligible Voters

- 32.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 32.2 Persons who are not eligible to vote, may participate in the discussion at a meeting, but only if permitted to do so by the chair of the meeting.
- 32.3 Tenants who are not eligible to vote, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

33. Voting

- 33.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 33.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect to administration fees, bank charges, fines, penalties, interest or the cots, including the legal costs, of remedying a contravention of the bylaws or rules.
- 33.3 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.
- 33.4 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 33.5 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- 33.6 If a precise count is requested, the chair must decide whether it will be by show or voting cards or by roll call, secret ballot or some other method.
- 33.7 The outcome of each vote, including the number of votes for and against the resolution if a precise count is required, must be announced by the chair and recorded in the minutes of the meeting.

- 33.8 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- 33.9 Despite anything in bylaws 33.1 to 33.8 (inclusive), an election of council or removal of a council member must be held by second ballot, if the second ballot is requested by an eligible voter.

34. Electronic Attendance at Meetings

- 34.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other at the discretion of council.
- 34.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

35. Order of Business

- 35.1 The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) ratify any new rules made by the strata corporation under section 125 of the Act;
 - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - (l) deal with new business, including any matters about which notice has been give under section 45 of the Act;
 - (m) elect a council, if the meeting is an annual general meeting;
 - (n) terminate the meeting.

Small Claims Court Proceedings

36. Authorization to Proceeds

- 36.1 The strata corporation may proceed with the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

Marketing Activities by Owners and Occupants

37. Sale of a Strata Lot

- 37.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.

Insurance

38. Insuring against Major Perils

- 38.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

Storage

39. Storage Lockers and Bicycle Storage

- 39.1 A resident must store bicycles only in storage lockers.
- 39.2 A resident must not store any hazardous or flammable substances in storage lockers.
- 39.3 Items stored in storage lockers must not exceed the height of the actual walls of the storage locker.

Parking

40. Parking

- 40.1 No recreation vehicles, camper vans and extended body vehicles in excess of 15 feet in length and 6 feet 5 inches in height may use the common property parking areas. Trailers and boats of any size are excluded from the complex. Any exception will be by council's discretion and approval only.
- 40.2 A resident must not permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers to enter or be parked or stored in common property or on land that is a common asset.
- 40.3 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.

- 40.4 A resident storing a vehicle must provide current proof of valid insurance affixed to the window of the vehicle and visible to the outside of the vehicle and to the strata corporation on the commencement date of the storage, and on request thereafter.
- 40.5 An owner must not sell, lease or licence parking stalls to any person other than an owner or occupant.
- 40.6 A resident must park only in the parking stall assigned to the resident.
- 40.7 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
- 40.8 Any resident's vehicle parked in violation of bylaw 40.6 will be subject to removal by a towing company authorized by council and all costs associated with such removal will be charged to the owner of the strata lot.
- 40.9 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- 40.10 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 20 km/hour.
- 40.11 A resident or visitor must not smoke while in the underground parking area including inside a vehicle.
- 40.12 A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue within 48 hours of notification.

Moving

41. Moving In/Out Procedures

- 41.1 An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established by council from time to time.
- 41.2 A resident must provide notice to the strata corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 am and 6:00 pm, Monday through Friday and 10:00 am to 5:00 pm on Saturdays. To move in or out on Sundays or statutory holidays, an owner must apply for permission in writing to the council at least five (5) business days before the date.
- 41.3 A resident using the elevator during a move must ensure that the ELEVATOR SERVICE KEY is used to control the elevator and the doors not jammed open in any manner.
- 41.4 A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.
- 41.5 A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.

41. Moving In/Out Procedures

- 41.6 A resident of apartment building must notify the management company during normal office hours and pay a refundable damage deposit of \$200.00, whether in or out, 48 hours prior to any move and any expenses incurred by the Strata Corporation attributable to the resident and all fines levied will be deducted from the deposit.
- 41.7 Forty-eight (48) hours, prior to moving in or out of **the apartment block only**, a resident must pay a non-refundable fee of \$75.00.
- 41.8 A resident contravening bylaws 41.1 to 41.6 (inclusive) shall be subject to a fine of \$200.00.

Appearance of Strata Lots

42 Cleanliness

- 42.1 A resident must not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing case and other similar refuse must not be thrown, piled or stored in the strata lot or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.
- 42.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.

Rentals

43 Residential Rentals

- 43.1 No rentals allowed.

Visitors and Children

44 Children and Supervision

- 44.1 Residents are responsible for the conduct of visitors including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the rights of quiet enjoyment of others.
- 44.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the quiet enjoyment of others.
- 44.3 Residents are responsible to assume liability for the properly supervise activities of children including, but not exhaustively, bicycling, skateboarding and hockey.

User's Fees

45 User's Fees

- 45.1 A user fee of \$35.00 per event is charged for the lounge and a \$100.00 damage deposit which is refundable after the lounge is found in original condition by the caretaker.
- 45.2 A user fee of \$25.00 - \$35.00 per month is charged for rentals of Mayfield Green reserved parking spaces.

Miscellaneous

46 Miscellaneous

- 46.1 A resident or visitor must not use or store barbecues on common property, including limited common property, **except patios balcony and decks. Barbecues, other than electric or those using propane are prohibited.**
- 46.2 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.
- 46.3 A resident or visitor must not wear or use inline skates and skateboards **ANYWHERE** in the building, including a strata lot.
- 46.4 A resident must not permit any person to play or loiter in the garden areas, on common property or on land that is a common asset, unless such common property or common asset is a playground.
- 46.5 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.
- 46.6 Subject to bylaw 39.1, a resident must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by the council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 46.7 A resident may post notices on the designated bulletin board, subject to being removed by the council if deemed inappropriate or posted for in excess of one week.
- 46.8 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- 46.9 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
- 46.10 A resident must ensure that drapes or blinds visible from the outside of the building are cream or white in colour.
- 46.11 A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 46.12 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories.
- 46.13 A resident who installs Christmas lights must install them after December 1st of the year approaching Christmas and must remove them before January 15th of the year following Christmas.

46.14 All apartment units are required to have a fireplace timer switch installed and in good working order.

46.15 Hardship

**STRATA PLAN NW3291- MAYFIELD GREEN
HARDSHIP RENTAL APPLICATION FORM**

For the council to make a decision on this issue, please attach as many as possible of the following that relate to your application. If you do not provide sufficient information and supporting documents, the council may not be able to make a decision and therefore your application will not be approved.

Name: _____ Tel: _____

Email: _____ Cell: _____

Unit # _____ Strata Lot # _____ Address _____

Please describe for the council the reason you think an exemption to the bylaw should be (please attach separate sheet if required):

Do you request a hearing of council to discuss your application? Yes No

(If a hearing is requested, one will be scheduled within 4 weeks of the receipt of this request, and the council's decision will be sent to you within one week following the hearing. If you do not request a hearing, the council will provide its decision within 2 weeks of receipt of this application.)

The following documents should be submitted by both you and your spouse, and all owners of the unit:

- 1) Copy of a title search current within 14 days showing the owners on title and the type of ownership.
- 2) Fully prepared Income and Expense Statement and Balance Sheet (formatted, use Excel or Open Office if possible)

Personal Financial Statement Form

The basic financial statement consists of two parts:

- 1. Income statement
- 2. Balance sheet

Income statement shows you the flow of the money which can be either positive (income) or negative (expenses). This will include your salary, passive streams of income like rent and your monthly expenses (groceries, education, fun...) The difference between the two is called total cash flow which you want to be positive and of course the more the better.

Balance sheet lists all your assets (things that make you money) and liabilities (things that make you lose money). Assets are your bank savings, real estate and other valuables. Mortgages, loans and other outstanding debt are examples of liabilities. The difference between assets liabilities worth is your total net worth.

3. Supporting Documents for above e.g.:

- a) Last 3 pay stubs verifying your income or letter from your employer
- b) Notices of Assessment for the two previous tax years
- c) Bank / Mortgage/Loan Statements showing current balance(s) and payment amount(s)
- d) Financing Agreement for Vehicle, showing your payment amount and # of payments remaining
- e) Letter or other evidence from your landlord confirming your monthly rent payments
- f) Most Recent Property Tax Assessment of your unit, estimated sales price by licensed realtor
- g) Estimated Rental Income from renting out your unit

4. All of the documents referred to above should be originals or certified true copies notarized by either a notary or a lawyer.
