

MAYFAIR GARDENS

STRATA CORPORATION NW 2912

BYLAWS

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**MAYFAIR GARDENS
STRATA PLAN – NW 2912
Schedule Strata Bylaws**

Division 1 – Duties of Owners, Tenants, Occupants and Visitors

1. Payment of strata fees

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

2. Repair and maintenance of property by owner

- (1)
 - (a) 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.
 - (b) An owner is responsible to keep such articles as dishwashers, washing machines, dryers, kitchen and bathroom faucets and drains, toilets, and other fixtures and appliances in good condition, and shall be responsible for loss or damage caused as a result of the failure, breakage, or malfunction of the said articles and appliances. (Approved 2005 – AGM)
- (2)
 - (a) An owner who has 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.
 - (b) Despite Bylaw 8(c), an owner is responsible for the day-to-day maintenance of limited common property designated for the owner's exclusive use (including carports, balconies and patios). This includes a duty to repair torn or burnt vinyl decking immediately, and to ensure that seams in vinyl decking are sealed. (Approved 2005 – AGM)

3. Use of property

- (1) An owner, tenant, occupant, 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.
- (2) An owner, tenant, occupant 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.

- (3) All dogs or cats or uncaged animals be restricted entirely, however, all existing pets would be grandfathered until the pet moves or dies (**BB0987022, AGM June 5,2008**)
- (4) An owner, tenant or occupant must not:
- (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
 - (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything that will interfere unreasonably with any other owner, tenant, or occupant;
 - (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about the strata lot, the common property or any limited common property such that causes a disturbance or interferes with the comfort of any other owner, tenant, or occupant;
 - (d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
 - (e) leave on the common property or limited common property, any shopping cart or any other item designated from time to time by the strata council;
 - (f) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time;
 - (g) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
 - (h) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
 - (i) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the buildings water supply or heated water;
 - (j) allow a strata lot to become unsanitary or a source of odour;
 - (k) feed pigeons, gulls or other birds with the exception to allow humming birdfeeders only (no seed feeders allowed), squirrels, rodents or other animals from a Strata Lot or anywhere on or in close proximity to the common property or any limited common property. (**CA5273854, AGM, May 24, 2016**)
 - (l) install any window coverings, visible from the exterior of his strata lot, which are different in size or colour from those of the original building specification;
 - (m) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the buildings so that they are visible from the outside of the building;
 - (n) use or install in or about a strata lot any shades, awnings, window or balcony guards, screens, ventilators, supplementary heating or air conditioning devices, except those installation approved in writing by the council;

- (o) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto;
- (p) place any signs, billboards, notices or other advertising matter of any kind on or visible from, the exterior of a strata lot;
- (q) place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or balcony except free-standing, self-contained planter boxes, barbecues, summer furniture and accessories nor install any hanging plants or baskets or other hanging items within three feet of a balcony railing line; and
- (r) give keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.
- (s) place personal articles such as pictures, doormats and other items in hallways. *(CA5273854, AGM, May 24, 2016)*

4. Inform Strata Corporation

- (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

5. Obtain approval before altering a strata lot

- (1) An owner must obtain the written approval of the strata corporation before making 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) 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.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (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.
- (3) This section does not apply to a strata lot in a bare land strata plan.
- (4) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

- (5) **Hard surface flooring**
- (1) Hard-surface flooring includes, but is not limited to, porcelain, ceramic, marble, slate, quarry, limestone, travertine, glass, granite, stone, bamboo, cork, hardwood, laminate, resilient flooring, linoleum, vinyl or other materials.
 - (2) An owner must:
 - (a) apply in writing to the strata council for written approval to install hard surface flooring, prior to the commencement of the installation;
 - (b) conform to these hard surface flooring bylaws with respect to the installation of hard surface flooring;
 - (c) Minimum hard surface flooring underlay standard required:
 - Sound blocker foam
 - Foam underlayment : high density acoustical foam
 - Pre-attached moisture barrier helps protect floor from moisture damage
 - For use under laminate floors
 - R-value (3)ft²-F-hr/BTU-in
 - Compressive strength 11 lbs/in²
 - Impact isolation class (IIC): 74
 - Sound transmission class (SCT): 73
- Silent performer hard surface underlay:
Materials: closed cell polypropylene foam
Foam density: 2.6 lb
Thickness: 0.08
- (3) An owner must install the hard surface flooring in accordance with the specifications mandated by the strata council from time to time as stated above, copies of which can be provided to the owner, at the time of an owner's written request as per Bylaw 5(5)(2)
 - (4) In consideration of noise transfer and disruption to surrounding suites, the strata council may, in its sole discretion as a condition of its approval of the installation of hard surface flooring, require the owner to use the highest rated sound dampening materials suited to the type of hard surface flooring to be installed as per the specifications listed in 5(5)(2)(c), and/or require the owner to ensure that no less than 40% of such hard floor surface, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet to minimize the noise caused by walking on the flooring.
 - (5) All waste created from the flooring installation must be disposed of at the Owner's expense. Use of the common area refuse to dispose of renovation materials is not permitted. Failure to comply with this Bylaw will result in the application of fines, and any costs incurred by the Strata Corporation to rectify a Bylaw contravention will be charged back to the Unit Owners account. *(CA7625299, AGM, June 7, 2019)*
- 6. Obtain approval before altering common property**
- (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

- (2) The strata corporation 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 provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

7. Permit entry to strata lot

- (1) An owner tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act, or
 - (ii) to ensure compliance with the Act and the bylaws.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 – Powers and Duties of Strata Corporation

8. Repair and maintenance of property by strata corporation

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 repair and maintenance that in the ordinary course of events occurs less often than once a year. The following, no matter how often the repair and maintenance ordinarily occurs:
 - (A) the structure of the building;
 - (B) the exterior of the building;
 - (C) chimneys, stairs, structural damage to balconies, and other things attached to the exterior of the building;
 - (D) doors, windows and skylights
 1. on the exterior of the building, except windows belonging to suites. Items of a cosmetic nature are excluded, specifically but not limited to the following:
 2. repair or replacement of thermo pane windows due to seal failure that causes misting between the windowpanes;
 3. repair or replacement of door or window weather stripping;
 4. repair or replacement of doorknobs, latches or locks and window hardware;
 - (E) fences, railing and similar structures that enclose patios and balconies
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of the building,
 - (ii) the exterior of a building,
 - (iii) 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 the common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

9. Council size

- (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

10. Council members' terms

- (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.
- (2) A person whose term as council member is ending is eligible for reelection.

11. Removing council member

- (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.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) 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 the Act.

12. Replacing council member

- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, 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.

13. Officers

- (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.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

14. Calling council meetings

- (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.
- (2) The notice does not have to be in writing.
- (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.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

15. Requisition of council hearing

- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (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 hearing.

16. Quorum of council

- (1) A quorum of 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.

- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

17. Council meetings

- (1) 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.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) No person other than a member of the council shall be entitled to attend a meeting of the council unless authorized by a resolution of the council. In the course of a meeting of the council, any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

18. Voting at council meetings

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

19. Council to inform owners of minutes

The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

20. Delegation of council's powers and duties

- (1) Subject to subsections (2) to (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.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
 - (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 subsection (3).

- (3) 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.
- (4) 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 fine, or
 - (c) whether a person should be denied access to a recreational facility.

21. Spending restrictions

- (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.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

22. Limitation on liability of council member

- (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.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 – Enforcement of Bylaws and Rules

23. Maximum fine

- (1) The strata corporation may fine an owner or tenant a maximum of:
 - (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.
- (2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every seven (7) days.
- (3) Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within fifteen (15) days after the date such money becomes due, the owner or tenant will after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10, and if such default continues for a further fifteen (15) days, an additional fine of \$25 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25 will be levied against and paid by the owner or tenant.
- (4) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either

the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect to a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessments and the strata corporation may not register a lien against such separate component.

24. Continuing contravention

If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 – Annual and Special General Meetings

25. Person to chair meeting

- (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (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 who are present at the meeting.

26. Participation by other than eligible voters

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

27. Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) 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.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) 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.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

28. Order of business

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 given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 – Voluntary Dispute Resolution

29. Voluntary dispute resolution

- (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
 - (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of

- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Miscellaneous Bylaws

30. Small claims action

Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote.

31. Use of patios and balconies

An owner, tenant or occupant of a strata lot which does not have enclosed balconies shall not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant entitled to the use of the limited common property on which they are placed.

32. Move in / Move out – Building Security

- (1) The strata corporation may regulate the times and manner in which any person moves into or out of strata lots and may require that such moves be coordinated with the strata council at least 7 days in advance of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an owner or occupant carries out any move into or out of a strata lot otherwise than in accordance with such prior arrangements made with the strata council, the owner or occupant will be subject to a fine of \$100, such fine to be paid on or before the due date of the next monthly strata fees.
- (2) An owner or occupant moving in or out of a strata lot must be in attendance, and supervising the move in or out of a strata lot for building security purposes.
- (3) The front entrance door must not be left open unattended at any time during the move in or move out of a strata lot.
- (4) No move in/out should occur between 8p.m. to 8a.m.
- (5) A \$300.00 hold back will be applied to the seller of a strata lot when a Unit sells. The strata council will authorize the release of the hold back, in the event that there is no damage to common property as a result of the move out.
- (6) New Owners moving into the property are reminded as per Bylaw 35(7) any damage caused by an Owner moving in will be charged back to their Strata Lot account.

Fobs and Keys

- (7) Each Unit/Strata Lot was provided with two fobs and two keys when the system was installed. It is the responsibility of the new Unit Owner to ensure that they obtain two fobs and two common area keys from their realtor. Fobs are considered a consumable and the Strata Corporation is not responsible for faulty or damaged fobs. A non-refundable purchase price of \$100.00 is required for each replacement or fob purchased by an Owner.
- (8) To ensure that keys and fobs are handed over to new Owners, and in the interest of building security, a hold back of \$500 per key (each) and \$500 per fob (each), will be applied at the time of sale of the Unit. The holdback will be released upon confirmation from the purchaser's lawyer/notary that the keys and fobs have been received. The holdback will be released in proportion to the keys and fobs handed over.
- (9) Owners requiring an additional key for caregivers of family members will be required to pay a \$100 refundable deposit per key. In the event that a Unit sells, and the Owner requests a refund for the key deposit of \$100.00, it is the responsibility of the selling Owner to provide the original receipt, which will be matched against the financial records of the Strata Corporation, for confirmation of when the deposit was paid. Failure to provide the receipt will result in the forfeiture of the deposit. This is to prevent Owners from collecting deposit money on keys that were initially issued to the Owner at no cost. New Unit Owners are responsible to obtain two keys from the seller. *(CA7625299, AGM, June 7, 2019)*

33. Prohibitions

- (1) An owner shall not use a Strata Lot for any purpose other than a single family residential unit of which the occupancy shall not exceed 4 persons except for occupancy by visitors for 30 days or less in each calendar year.
- (2) All vehicles must be operable and fully insured when parked on the Strata Corporation property and proof of storage liability insurance must be forwarded to Management immediately. *(AGM June 5, 2008, BB0987022)*
- (3) An owner shall not use his strata lot:
 - (a) for any purpose which may be illegal or injurious to the reputation of the building;
 - (b) so as to make undue noise in or about any strata lot or the common property in particular between the hours of 11:00 p.m. to 7:00 a.m.;
 - (c) as a rental unit but may grant temporary rights of occupancy to any person for up to a six months period while the Owner is not in residence providing the Owner submits a Form "K" (tenants undertaking) to the Strata Council prior to the tenants occupancy. Failure to comply with this bylaw will result in a \$50.00 per month fine being levied against the Strata Lot. Furniture may not be removed during an Owners temporary absence.
 - (d) Pets kept in the building as of the date these bylaws are approved by the Strata Corporation, shall be allowed to remain provided that the Strata Council may at any time in writing require the removal of a pet which is permitted by this bylaw that is a nuisance or is causing an annoyance to others; upon receipt of such notice, such pet shall be removed forthwith from the common property by the Owner.

- (e) to build or cause to build any structure of any kind or for any purpose, or do any act or permit any act to be done that will alter the Strata Lot in any manner which will affect the exterior appearance of the structure without the following steps being taken and the following submissions and acknowledgements made to Council:
 - i) drawings and specifications compiled by a competent architect including a list of materials proposed to be used.
 - ii) the signature of 50% of the Owners of the building in which the proposed alteration is to take place indicating no objection against the proposed alteration;
 - iii) a copy of all required municipal permits;
 - iv) the Owner of any Strata Lot where an exterior change has been made will accept responsibility for any subsequent leak which can be attributed to the exterior change and any other subsequent damage to the said Strata Lot, or any adjacent Strata Lots which can be attributed to the exterior change;
 - v) any alteration or addition made by an Owner without the Strata Council or its duly authorized representative and any costs incurred by the Strata Corporation as a result thereof shall be assessed against his Strata Lot and become due and payable on the first of the following month; (the Strata Council may relieve an Owner of the obligation to comply with all or any of the above mentioned requirements under section “e”).

(4) An owner shall not:

- (a) Have brightly colored drapes exposed to the exterior; any colored drapes must be lined with either white or beige lining, attached to or forming part of the drape or hung separately, and all venetian blinds must be white or beige;
- (b) wash automobiles except in designated areas and in such a manner as will not cause nuisance or annoyance to other Owners and no major repairs or adjustments to motor vehicles shall be carried out on the property;
- (c) deposit or cause to be deposited any dirt, dust, debris, or like nuisance material on any common property or Strata Lot save the property provided waste disposal unit; this includes the shaking of mats, mops or brooms outside any door, windows, balconies or other common property;
- (d) deposit any garbage or other waste outside the garbage disposal unit provided and all such waste shall be wrapped or bagged before deposit and cardboard must be broken down before depositing;
- (e) exceed the speed of 10 kilometers per hour anywhere within the development;
- (f) place or allow to be placed any sign on or about the property except for those signs specifically permitted by Council in writing including Real Estate signs which may be hung from a common sign hanger;
- (g) use their balcony for storage or for hanging laundry or other items not specifically permitted by Council; only acceptable patio furniture is to be used on the balcony;
- (h) smoke or allow guests or visitors to smoke in the interior common areas of the building except in the designated areas;

- (i) bring bikes, carts or other similar items into hallways, elevators or interior common areas of the building; bikes may not be left by the entranceways so as to interfere with residents and guests entering or leaving the building;
- (j) use the garage for storage except for bikes which may be placed so as not to interfere with parking;
- (k) rent his parking stall to persons living outside the complex;
- (l) leave Christmas decoration on the balconies except between December 1 to January 15 of each year;
- (m) Owners will be permitted the option to install door knockers, security signage, viewing holes, door bells, security plates and electronic keyless entry pads on interior entry doors.” *(AGM May 29, 2009, BB0788830)*
- (n) as of October 1, 1989 no new recreational vehicles may be parked on common property of Mayfair Gardens at anytime
- (o) the numbered parking spaces designated by the Developer cannot be changed except by unanimous resolution and the Owner is not allowed an additional space in lieu of his or her additional stall;
- (p) may not pile contents of lockers higher than eighteen inches below the sprinkler system, and no baffles or miscellaneous items may be attached to the walls, that would impede the flow of water.

NOTE:

*This has been the understood practice regarding Christmas trees over the years, as mandated by the insurance company. (I)An owner shall not erect Christmas trees other than artificial trees anywhere within the strata property.

**This bylaw appears to imply that after October 1, 1989 there will no longer be RV’s permitted to park on common strata property, as the current bylaws prohibits RV parking.

35. Insurance

- (1) The Strata Corporation must obtain and maintain property insurance as required by Section 149 of the Strata Property Act.
- (2) The Strata Corporation must obtain and maintain liability insurance and errors and omissions insurance as set out in Sections 150 and 151 of the Strata Property Act.
- (3) On the written request of an Owner, the Corporation shall produce to him a copy of the insurance policy or policies and verification of the premium.
- (4) In the event that loss or damage occurs to Common Property or Limited Common Property or Common Facilities and gives rise to a valid claim under the Strata Corporation’s insurance policy, it is agreed and understood that, if the origination of the loss is within the interior confines of an individual Strata Lot for which the owner is responsible, the Strata Corporation may sue the strata lot owner for the deductible of the Strata Corporation’s policy relative to the loss, and such deductible shall be paid by the individual Strata Lot Owner in whose lot the cause of the damage originated.
- (5) The foregoing shall also apply if the careless, negligent or inattentive acts of a Strata Lot Owner or Occupant causes damage outside the Strata Lot and the origination of the loss is anywhere on the premises.

- (6) In the event that an Owner or Occupant or any member of their family or their guests, servants or agents causes damage to Common Property, Limited Common Property or Common Facilities, and the damage so caused gives rise to a valid claim under the Strata Corporation's insurance policy, the deductible of the Strata Corporation's policy relative to the loss shall be paid by the individual Strata Lot Owner.
- (7) In the event that an Owner or Occupant or any member of their family or their guests, servants or agents causes damage to Common Property, Limited Common Property or Common Facilities, and the damage so caused is not covered under the insurance in place, the Strata Lot Owner shall be held responsible for such loss and promptly reimburse the Strata Corporation for the full costs of repair or replacement.
- (8) The only exception to the foregoing is where loss originates from the rupture or malfunction of a permanent public facility, supply line or sewer system that extends from Common Property into an individual unit, in which case the deductible of the Strata Corporation's insurance policy shall be the responsibility of the Strata Corporation. It is further agreed and understood that when any loss or damage originates from "Common Property" as defined in the Act and is not the responsibility of the Strata Lot Owner as previously defined, the deductible of the Strata Corporation's insurance policy shall then be the responsibility of the Strata Corporation.
- (9) Damage to personal property of a Strata Lot Owner or Occupant, or their guests, servants or agents, or damage together with any upgrading, substituting, improvements or betterment to the unit that have been made or acquired by the present Owner from those originally installed shall be the responsibility of the Strata Lot Owner. (*Approved 2005 – AGM*)

36. Insurance Claims

- (1) An owner of a strata lot shall be deemed to be responsible for any loss or damage, however caused, to a strata lot, or to common property or assets, or to limited common property, which arises totally from within his/her strata lot, up to the amount of the insurance deductible on the insurance policy maintained by the strata corporation, and shall reimburse the strata corporation for the cost of repairing or remedying the loss or damage up to the amount of the deductible.
- (2) For the purpose of this Bylaw, any costs for which a strata lot owner is responsible shall be considered as an expense chargeable to the owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- (3) An owner who fails to pay the cost of repair or remedying the loss or damage when due shall reimburse the strata corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by court action or other means and including council member or management costs associated with lost time from employment, strata management costs and legal costs, comprised of legal fees, taxes, disbursements and other related expenses,

as between a solicitor and his own client or on a full indemnity basis. (*Approved 2005 – AGM*)

37. Quorum for Annual or Special General Meeting

Notwithstanding section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members, pursuant to Section 43 of the Strata Property Act; but in any other case, the meeting shall stand adjourned for a further ½ hour from the time appointed and, eligible voters present in person or by proxy shall constitute a quorum. (*Approved 2005 – AGM*)

38. Subject to the provisions of this bylaw, all strata lots shall be owner-occupied and rentals, tenancies or licenses of occupancy of any sort whatsoever are absolutely prohibited, with the following considerations and exceptions:

- (1) where cases of undue physical or financial hardship of a personal nature arises, the owner may make a written request to the council for permission to rent a strata lot for a limited period of time, and where the council has been provided with evidence that undue hardship will result if limited rental approval is not given, the council shall not unreasonably withhold permission for a limited rental;
- (2) where an owner has leased a strata lot to a tenant pursuant to a tenancy agreement entered into before this bylaw was passed, this bylaw does not apply to such strata lot until the later of:
 - (a) one year after the tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy the strata lot as a tenant; and
 - (b) one year after the bylaw has been passed, and
- (3) the strata corporation is entitled to impose a fine up to \$500 for a contravention of this bylaw, and may impose such fine for a continuing contravention every seven days.
- (4) Any person or persons authorized to occupy a strata lot on a rental basis are subject to all bylaws governing the strata lot and are responsible to the Strata Council for any infringement of said bylaw.
- (5) The period of rental shall not exceed one year and extensions are not permissible. (*Approved 2002 – AGM*)

39. Seasonal Wreaths will be permitted within the hallways for duration of a maximum of 3 months (*BB0788830, AGM, May 29, 2009*)

40. REPEALED, AGM MAY 24, 2016

41. Age Restrictions

All persons who occupy a strata lot must be 45 years of age or older. No person under 45 years of age is permitted to visit, reside in or occupy any Strata Lot for a period of time greater than 30 days during a 12 month period unless specific approval in writing has been given by the Strata Council. Any such approval not to be deemed to be setting a precedent and each application to be considered individually on its own merits.” (*AGM June 12, 2012, CA2621940*)

42. Security Measures (CA6985405, AGM, June 19, 2018)

- 42.1 Closed circuit television and video surveillance is installed in the common areas of the building. The system operates 24 hours a day and the Strata Corporation collects data from the closed-circuit television and video surveillance.
- 42.2 The video files records will be used only for the purposes of law enforcement and/or for the enforcement of those Strata Corporation Bylaws and Rules which relate to the safety and security of the building and its occupants.
- 42.3 The video files are stored for a period of up to 1 month from the date of recording, which period may be extended for those files required for law enforcement and/or Bylaw enforcement purposes.
- 42.4 The personal information of Owners, tenants or occupants will only be reviewed or disclosed as follows:
- (a) law enforcement in accordance with Bylaw Section 42.2 herein;
 - (b) the Strata Corporation and Council members in accordance with Bylaw Section 42.2 herein; or
 - (c) in the event of an incident in which they are involved or affected, an Owner, tenant or occupant may request a copy of the applicable video file records.
- 42.5 In installing and/or maintaining the systems described herein, the Strata Corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any Owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.
- 43.0 For the purposes of Bylaw 43 the following definitions apply:
- (a) “smoke” or “smoking” includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances (including, for clarity, marijuana);
 - (b) “vape” or “vaping” includes inhaling, exhaling, vaporizing or carrying or using an activated e-cigarette.

Strata Corporation NW 2912 is declared to be a smoke free environment, whereby smoking or vaping of any kind is not permitted in strata lots or on common or limited common property.

An owner, resident or visitor must not use a strata lot, the common property, limited common property or common assets for the purpose of growing, producing, harvesting, storing, marketing, selling or distribution of marijuana or any other “controlled substance” as that term is defined in the Controlled Drugs and Substances Act, S.C. 1996, c. 19, as amended. Despite the foregoing, an owner or resident who has a medical prescription for medical marijuana may store, smoke or vape medical marijuana upon providing proof from a physician of such a requirement to the strata council, subject to all windows and doors being closed in the Strata Lot. Smoking of marijuana is not permitted on common or limited common property or in any strata lot, except as noted above.

Those owners who smoke cigarettes in their strata lots, as of the passing date of this Bylaw, must register with the Strata Corporation, as they will be grandfathered until such time as they leave the building. If this Bylaw passes any current owner who does not smoke now will not be

granted permission at a later date and any new owner purchasing will not be allowed to smoke.
(CA7264361, SGM – December 4, 2018)

End of Bylaws