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BCS 40

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Persons who need to rely on a plan for legal purposes must examine the official version at the Land Title Office in which the plan is deposited.

The bylaw and common property sheets attached to strata plans have been repealed. Information regarding the bylaws and/or dealings affecting the common property of strata plans must be obtained from the general index and/or common property index on ALTOS. Refer to the BC OnLine user guide for access information.

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REGISTRAR
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NEW WESTMINSTER, BC

DATE: July 24 2003

Please receive herewith the following document(s) for filing:

FORM I - AMENDMENT TO BYLAWS

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STRATA PLAN BCS 40

Stratawest Management Ltd.
#202 - 224 West Esplanade
North Vancouver, B.C.,
V7M 2M6
604-904-9595 *Allen Corrie*

[Signature]
Agent Lin Ooilleau

DYE & DURHAM CLIENT No. 11061

Strata Property Act
FORM I

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan BCS 40 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at a special general meeting held on July 16, 2003.

BE IT RESOLVED as a $\frac{3}{4}$ Vote of the Owners, Strata Plan BCS 40 that all existing Bylaws of the Strata Corporation be repealed and replaced with Bylaws 1 – 45 inclusive, attached hereto as Appendix "A".


.....
Signature of Council Member


.....
Signature of Second Council Member

*Section 128(3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

APPENDIX 'A'

**Mayfair Place
Strata Plan BCS 40**

***Strata Corporation
Bylaws***

**Bylaws in accordance with the *Strata Property Act*
July 18, 2003**

Mayfair Place (BCS 40)
7368 & 7388 Sandstone Avenue, Burnaby V3N 5C5 & V3N 5C4

Bylaws

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Bylaws

BYLAWS

Introduction

These bylaws bind the *Strata Corporation* and the *Residents* to the same extent as if the bylaws had been signed by the *Strata Corporation* and each *Resident* and contained covenants on the part of the *Strata Corporation* with each *Resident* and on the part of each *Resident* with every other *Resident* and with the *Strata Corporation* to observe and perform their provisions.

Definitions

Unless otherwise stated, all terms have the meaning prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43.

Act:	<i>Strata Property Act.</i>
Adult:	person of 19 years or more.
Amenity:	a shared recreation or social area on the <i>Common Property</i> .
Building Manager:	the live in caretaker/managers.
Child/Children:	person(s) under the age of 19 years.
Common Property:	that part of the land and buildings shown on a strata plan that is not part of a <i>Strata Lot</i> (for the purposes of these bylaws includes the formal garden area), and pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar devices, if they are located <ul style="list-style-type: none"> (i) within a floor, wall or ceiling that forms a boundary <ul style="list-style-type: none"> a. between a <i>Strata Lot</i> and another <i>Strata Lot</i>, b. between a <i>Strata Lot</i> and <i>Common Property</i>, or c. between a <i>Strata Lot</i> and <i>Common Property</i> and another parcel of land, or (ii) wholly or partially within a <i>Strata Lot</i>, if they are capable of being and intended to be used in connection with the enjoyment of another <i>Strata Lot</i> or the <i>Common Property</i>.
Guest:	a visitor hosted by a <i>Resident</i> .
Limited Common Property:	<i>Common Property</i> designated for the exclusive use of the owners of one or more <i>Strata Lots</i> .
Managing Agents:	the <i>Property Manager</i> , <i>Building Managers</i> and <i>Strata Council</i> , and any other contracted management service.
Owner:	a person, including an owner developer, who is a person shown in the register of a land title office as the owner of a freehold estate in a <i>Strata Lot</i> , whether entitled to it in the person's own right or in a representative capacity.
Property Manager:	a representative of the contracted management company.
Resident:	collectively, <i>Owners</i> , <i>Tenants</i> , and occupants who live in the strata buildings.
Strata Corporation:	a <i>Strata Corporation</i> established under section 2 of the <i>Act</i> .
Strata Council:	the elected <i>Strata Council</i> .
Strata Lot:	a lot shown on a strata plan.
Tenant:	a person who rents all or part of a <i>Strata Lot</i> and includes a subtenant.

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Bylaws

Division 1 -- Duties of Owners, Residents and Guests

1. Compliance with Bylaws and Rules

- 1.1 All *Residents* and *Guests* must comply strictly with the bylaws and rules of the *Strata Corporation* adopted from time to time. All *Residents* are responsible for all individuals that they permit access to any area within the *Strata Plan*.

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 relate.
- 2.2 Failure to pay strata fees on the due date will result in a fine of \$200 and 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.
- 2.3 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.4 Failure to pay a special levy on the due date will result in a fine of \$200 for each contravention of bylaw 2.3.
- 2.5 Where an *Owner* fails to pay a special levy in accordance with bylaw 2.3, outstanding special levies will be subject to an interest charge 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.
- 2.6 Notwithstanding paragraph 2.3, where cases of undue physical or financial hardship of a personal nature arise, the *Owner* may make a written request to the *Strata Council* for permission to redefine terms of payment of a special levy and where the *Strata Council* has been provided with evidence that undue hardship will result if approval is not given, the *Strata Council* shall not unreasonably withhold approval.

3. Repair and Maintenance of Property by Owner/Resident

- 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.
- 3.3 An *Owner* must promptly carry out all work that may be ordered by any competent public or local authority in respect to their *Strata Lot* or use of limited *Common Property* and pay all rates, taxes, charges, outgoings, and assessments that may be payable in respect to their *Strata Lot*.
- 3.4 A *Resident* shall promptly remove ordinary household refuse and garbage from their *Strata Lot* and deposit it in the containers provided by the *Strata Corporation* for that purpose on P1. All garbage shall be bagged and tied before so depositing and the *Resident* shall remove any materials other than ordinary household refuse and garbage from the strata plan property at their expense. The following materials are not acceptable as normal refuse as per Burnaby By-laws:
 - i) Chemicals;
 - ii) Building and demolition materials, including drywall;
 - iii) Dirt, rocks and sod;
 - iv) Cardboard, newspaper, office paper (please recycle);
 - v) Animal waste and carcasses;
 - vi) Toxic materials and paint; and
 - vii) Car parts, tires, oil filters, batteries.
- 3.5 A *Resident* of a *Strata Lot* who has or installs hard floor surfaces such as hardwood floors or tile in a *Strata Lot* must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, avoiding walking on any such flooring with hard shoes. Where hardwood flooring is to be newly installed, high-density underlayment must be used.

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4. Use of Property

A Resident or Guest must NOT:

- 4.1 cause a nuisance or hazard to another person;
- 4.2 unreasonably interfere with the rights of other persons to the use and enjoyment of the *Common Property*, common assets or another *Strata Lot*;
- 4.3 permit the *Strata Lot* to be used for purposes that are illegal or injurious to the reputation of the building;
- 4.4 permit the *Strata Lot* or *Common Property* to be used in a manner that 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;
- 4.5 permit their *Strata Lot* to be occupied as a permanent (exceeding one (1) month) place of residence by more than three (3) persons for a one bedroom & den unit, four (4) persons for a two bedroom unit and six (6) persons for a three bedroom unit. Any *Resident* who is in violation of this bylaw shall pay a fine of \$200 per week until the density numbers contained in this bylaw are met;
- 4.6 use the *Strata Lot* as a place of business, in accordance with City of Burnaby bylaws;
- 4.7 do any act or neglect or fail to do any act or thing which would increase the risk of damage or fire or render invalid any insurance in force and maintained by the *Strata Corporation* or which would increase the premiums on the building or any part thereof;
- 4.8 disable or cause to be disabled so that its function is impaired in any way, any heat or smoke detector or fire alarm warning speaker within their *Strata Lot*, or heat detector, fire alarm warning speaker or smoke detector in any common area of the building. If a *Resident* contravenes this bylaw they will be fined \$200.00 and assessed all costs associated with the detection and repair of said instruments. The fine and assessment shall become due and payable on the first day of the month following the date on which the expense was incurred;
- 4.9 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. The *Owner* will be responsible for any such damage and will be charged the cost of repair or replacement and fined up to \$200.00 per occurrence;
- 4.10 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*;
- 4.11 make, cause or produce excessive noise, smell, vibration, or glare in or about any *Strata Lot* or *Common Property* or do anything which will interfere unreasonably with any other *Resident*;
- 4.12 use any musical instrument, amplifier, sound reproduction equipment or other device within or about any *Strata Lot*, the *Common Property* or any limited *Common Property* such that it causes a disturbance or interferes with the comfort of any other *Resident*;
- 4.13 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;
- 4.14 leave on the *Common Property* or any limited *Common Property*, any shopping cart or any other similar item designated from time to time by the *Strata Council*;
- 4.15 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. Open flame devices, such as torches, are prohibited;
- 4.16 shake any mops or dusters of any kind, or throw any refuse out of the windows or doors or from the balcony;
- 4.17 allow any pet excrement or excessive water or liquid to drain or drip from any part of the balcony;
- 4.18 permit a condition to exist within a *Strata Lot* which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- 4.19 allow a *Strata Lot* to become unsanitary or a source of odour;
- 4.20 feed birds, 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*, but this shall not apply to a pet permitted to be kept in a *Strata Lot* pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a *Strata Lot*;
- 4.21 install any window coverings, visible from the exterior of the *Strata Lot*, which are different in size or colour (off-white) from those of the original building specifications;
- 4.22 hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- 4.23 use a balcony or patio for the storage of domestic furniture, appliances, bicycles, or similar personal articles, except for outdoor furnishings, such as patio chairs, tables, and umbrellas and items not visible from the outside of the building;

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- 4.24 use or install in or about a *Strata Lot* any shades, awnings, window or balcony guards, supplementary heating or air conditioning devices, except those installations approved in writing by the *Strata Council*;
- 4.25 erect on or fasten to the *Common Property* or any limited *Common Property* any television or radio antenna, satellite dish, or similar structure or appurtenance thereto, except those installations and methods of attachment approved in writing by the *Strata Council*;
- 4.26 place signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a *Strata Lot*;
- 4.27 install any hanging plants or baskets or other hanging items pots or planters outside the balcony railing line; and no closer than two (2'- 0") feet back from railing line without the prior written permission of the *Strata Council*;
- 4.28 affix seasonal decorations and/or lighting to the balcony railing or building façade in a manner which penetrates the building envelop. All decorations mounted to a balcony railing or façade must be removed within three (3) weeks following the occasion;
- 4.29 give any 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, *Resident*, *Guest* or emergency contact of the *Strata Lot* permitted by these bylaws;
- 4.30 have real cut Christmas trees or boughs in their *Strata Lot* or on *Common Property* or Limited *Common Property*;
- 4.31 allow potential purchasers or *Tenants* viewing the building to wander through the *Common Property* or amenity areas, without being escorted by the *Owner* or their agent;
- 4.32 leave any access or common area door propped open or unlocked and unattended at any time;
- 4.33 damage trees, plants, bushes, flowers, lawns or prevent growth or generally interfere with the cutting of lawns or the maintenance of the grounds;
- 4.34 smoke in any interior common areas including the parking areas or within 10 meters of any entrance to the building;
- 4.35 allow *Children* to play in the hallways, stairwells, elevators, lobby or any common area or at any time be left without the supervision of a responsible *Adult*;
- 4.36 deposit any refuse and garbage on *Common Property*.

5. Use of Common Amenity Areas

- 5.1 *Residents* are responsible for observing the Rules of the *Amenity* areas, and for making other *Residents* or *Guests* aware of the Rules. Any infractions or unwillingness to observe the Rules shall be reported to the *Property* or *Building Manager*;
- 5.2 The *Property Manager*, *Building Manager* or *Strata Council* members have the authority to enforce the Rules and to take such action as required by:
 - a) requesting *Residents* or *Guests* to abide by the Rules; and/or
 - b) requesting *Residents* or *Guests* to leave the *Amenity* areas or any part thereof; and/or
 - c) by notifying *Strata Council* to fine the *Owner(s)* and/or *Residents* of the applicable *Strata Lot*.
- 5.3 *Residents* will be notified of infractions of the Rules by family members or *Guests* and advised of the action taken;
- 5.4 Hours of operation of the *Amenity* areas are determined by the *Strata Council* and posted by the *Managing Agent*;
- 5.5 *Residents* must accompany *Guests* while in the *Amenity* areas;
- 5.6 The number of *Guests* per *Strata Lot* allowed to use the *Amenity* areas is set out in the Rules.

6. User Fees

- 6.1 A *Resident* may reserve the lounges for their exclusive use and will be charged a user fee as set out in the Rules. A damage deposit may be required at the time of booking. An inspection of the premises must be performed with the *Building Manager* prior to the event with a re-inspection following the event. The *Resident* must leave the premises as found; costs for cleaning or repairs will be deducted from the deposit and, if in excess of the deposit, shall be charged to the *Resident*.

7. Bicycles and Storage

- 7.1 Bicycles are not permitted in lobbies, elevators, hallways, balconies, or on any other *Common Property*, except as outlined in these bylaws. No bicycles are to be kept on balconies or patios; instead, they shall be stored within the *Owner's* designated storage locker or in the designated common bicycle storage area. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only;
- 7.2 The use of bicycles, rollerblades, scooters, skateboards or other like wheeled items is not permitted anywhere on or in the *Common Property* excepting the driveway to access or egress the property;
- 7.3 Any *Resident* who leaves any item anywhere on or in the *Common Property* or on any limited *Common Property* does so at their own risk, subject to any claim that may properly be made under any insurance policy maintained by the *Strata Corporation* by anyone that is an insured under that policy;

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- 7.4 Residents shall not use any part of the *Common Property* or limited *Common Property* (other than established storage rooms or lockers) for storage, without the written consent of the *Strata Council*. Leaving projects in progress in the Hobby Room for a reasonable period time are exempted but such projects are left at the Resident's own risk;
- 7.5 Residents shall not store highly flammable materials at any time in any of the lockers;
- 7.6 All stored goods must be kept within the designated area of the locker and must remain below the wire ceiling.

8. Parking

- 8.1 A Resident must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, or motorcycles and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the *Strata Council*.
- 8.2 Storage of unlicensed vehicles, trailers or motorcycles in the underground parking stalls is not permitted except by permission of *Strata Council* and then the Owner must carry a minimum of \$1,000,000 liability insurance coverage. A copy of the insurance documentation shall be forwarded to the *Building Manager*. All such vehicles, trailers and motorcycles must be removed from the parking area upon notice of periodic sweeping of the parkade.

8.3 Surface Level "Courtyard" Parking

- a) Residents or their Guests may park for a maximum of 2 hours in designated courtyard parking stalls.
- b) Residents or their Guests shall not park between the hours of 2 am and 6 am in the courtyard.
- c) Residents or their Guests shall not leave their vehicle unattended for any period of time in areas demarked by yellow coloured paint, except for immediate pickup/drop or active loaded indicated by 4-way 'hazard' flashers. Commercial moving vans and trucks are exempt from this restriction with permission from the *Building Manager*.

Violations of any of these parking regulations may result in fines and/or towing without warning at the risk and expense of the vehicle owner.

8.4 Underground Visitor Parking:

- a) Residents or their Guests intending to park overnight or for more than 8 hours must clearly display the suite and tower number, or the *Strata Lot* number that the vehicle is associated with.
- b) Residents shall not routinely park in the underground visitor parking area.

Violations of any of these parking regulations may result in fines and/or towing without warning at the risk and expense of the vehicle owner.

8.5 General Parking Rules

A Resident shall not:

- a) use any parking space in the building or on the *Common Property* or on any limited *Common Property*, except the parking space that has been specifically assigned to the *Strata Lot*, a parking space leased by the Owner or, when specifically agreed with another Owner, the parking space assigned to the *Strata Lot* of that other Owner;
- b) rent or lease the parking space assigned by the *Strata Corporation* to the *Strata Lot* to or otherwise permit that parking space to be regularly used by anyone that is not a Resident;
- c) carry out any fluid changes or major repairs to motor vehicles or other mechanical equipment on *Common Property* or on any limited *Common Property*, except in the case of emergency;
- d) park any vehicle in a manner that will reduce the width of the garage roadway or ramp or any roadway on the *Common Property* or on any limited *Common Property*;
- e) wash vehicles, except in one of the designated areas on P2 and P3;
- f) park vehicles dripping fluids or any gasoline in any parking area, until repaired. A Resident must promptly and at their own expense clean up any fluids or other substance that spills or leaks onto the *Common Property*. The *Strata Council* will give 7 days notice to clean any spills or drips that have occurred in violation of this section. Owners who disregard the *Strata Council's* notification will be fined and assessed the cost of cleanup.
- g) leave their remote transmitter or access cards in their vehicle for any reason.
- h) Residents must report lost or misplaced remote transmitters and access cards to the *Building Manager* immediately.

Violations of any of these parking regulations may result in fines and/or towing without warning at the risk and expense of the Resident.

9. Pets

9.1 A Resident must not keep any pets on a *Strata Lot* other than as follows:

- a) a reasonable number of fish or other small aquarium or terrarium housed non-venomous animals,
- b) a reasonable number of small caged mammals,
- c) up to two (2) permanently caged birds,
- d) up to two (2) cats, or two (2) small dogs, or one (1) small dog & one (1) cat,
- e) a Ministry of the Attorney General certified assistance animal in accordance with the *Guide Animal Act*, SBC 1996 c. 177 and amendments thereto, and

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- f) 'reasonable number' shall be that decided by the *Strata Council*.
- 9.2 A *Resident* that keeps a pet must comply with these bylaws and any Rules enacted by the *Strata Council* on behalf of the *Strata Corporation* pursuant to bylaw 9.1 with respect to the keeping of pets;
- 9.3 An *Owner* of a pet shall not permit the pet to urinate or defecate on the *Common Property* or *Limited Common Property*, and if any pet does urinate or defecate on the *Common Property* or *Limited Common Property*, the *Owner* shall immediately and completely remove all of the pet's waste from the *Common Property* or *Limited Common Property* and dispose of it in a waste container or by some other sanitary means;
- 9.4 A *Resident* whose *Guest* brings an animal or pet onto the *Common Property* shall ensure that the *Guest* complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws;
- 9.5 No *Resident* shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other *Resident* with uncontrolled noises;
- 9.6 A *Resident* shall not permit their pet to travel in the common areas of the building unless they are on a leash, carried or caged, excepting in emergency evacuation situations;
- 9.7 A *Resident* that keeps a pet in a *Strata Lot* shall not leave that pet unattended on a balcony or confine the pet to the balcony overnight (after 10 PM before 8 AM) or for extended periods of time;
- 9.8 The *Strata Council* may, from time to time on behalf of the *Strata Corporation*, enact such rules with respect to the keeping of pets as the *Strata Council*, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail;
- 9.9 If any *Resident* violates any provision of these bylaws, and the *Strata Council*, on reasonable grounds, considers a pet to be a nuisance, the *Strata Council* will provide written notice to such *Resident* to have the pet removed from the *Strata Lot* within thirty (30) days of receiving such notice.
10. **Selling of *Strata Lots***
- 10.1 An *Owner* of a *Strata Lot*, when selling the *Strata Lot*, will not permit "For Sale" signs to be placed on or about the *Common Property*.
- 10.2 An *Owner* of a *Strata Lot*, when selling a *Strata Lot*, will not hold or permit to be held, any public open house.
- 10.3 All showings must be by appointment only.
11. **Inform *Strata Corporation***
- 11.1 Within 2 weeks of becoming an *Owner*, an *Owner* must complete a Unit Profile & Emergency Information Sheet to Inform the *Strata Corporation* of the following: the *Owner's* name, all *Residents'* names, *Strata Lot* number and mailing address outside the strata plan, if any. An Information Sheet may be obtained by contacting the *Managing Agent*;
- 11.2 The *Owner* must notify the management company of any changes to the information in 11.1 within two weeks of such change;
- 11.3 A *Resident* must, upon request, inform the *Strata Corporation*, via the *Managing Agent*, of any rental tenancy, including the *Tenant's* name(s) and *Strata Lot* which the *Tenant* occupies.
12. **Obtain Approval Before Altering a *Strata Lot***
- 12.1 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) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the *Common Property* (i.e., including, for example, adding security devices to the entrance door to a *Strata Lot*);
 - e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - f) *Limited 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.
 - h) wiring, plumbing, piping, heating, air conditioning and other devices.
- 12.2 The *Strata Corporation* must not unreasonably withhold its approval under section 12.1, 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.
- 12.3 An *Owner* applying to the *Strata Corporation* for permission to alter a *Strata Lot* must submit, in writing, detailed plans of the intended alteration and copies of any permits necessary.

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13. Obtain Approval Before Altering Common Property or Limited Common Property

- 13.1 An Owner must obtain the written approval of the *Strata Corporation* before making or authorizing an alteration to *Common Property* or limited *Common Property*.
- 13.2 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 and to indemnify and hold harmless the *Strata Corporation* for any future costs in connection with the alteration.
- 13.3 An Owner applying to the *Strata Corporation* for permission to alter *Common Property* or limited *Common Property* must submit, in writing, detailed plans and written description of the intended alteration.
- 13.4 Any alteration or addition to *Common Property* or limited *Common Property* made without the approval of the *Strata Council* may be restored or removed by the *Strata Corporation* or its duly authorized representative and any costs incurred by the *Strata Corporation* as a result of the alteration shall be assessed against said *Strata Lot* and become due and payable on the 1st of the month following the assessment.

14. Renovations and Alterations

- 14.1 For security reasons, an Owner must give the *Building Manager* two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials, excluding emergency situations. Plumbers, electricians, and other applicable tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.
- 14.2 A Resident must not permit any construction debris, materials or packaging to be deposited in the *Strata Corporation's* disposal containers.
- 14.3 An Owner must ensure, whenever possible, 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. An Owner must not permit any renovations/alterations materials to be delivered through the main lobby.
- 14.4 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 drippings; and
 - b) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the *Managing Agent*) and the residential corridor thoroughly vacuumed daily.
- 14.5 An Owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturday, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an Owner must advise the *Building Manager* at least five business days before the holiday date.
- 14.6 An Owner, or delegate, must be in attendance for all significant renovations/alterations, the determination of significant shall be at the discretion of the *Strata Council*.

15. Permit Entry to Strata Lot

- 15.1 A Resident or Guest 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,
 - b) at a reasonable time, on 86 hours' written notice 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 the Act; and
 - c) to ensure compliance with the Act and these bylaws.
- 15.2 The notice referred to in subsection b) must include the date and approximate time of entry, and the reason for entry.

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16. Moving of Household

- 16.1 A non-refundable assessment of one hundred dollars (\$100.00) will be levied on a move-in to offset costs to the *Strata Corporation*.
- 16.2 The moving in or out of the building of household furniture and other effects shall be scheduled with the *Building Manager* and shall not commence before 8:00 a.m. and must be completed before 8:00 pm.
- 16.3 The cut off time of 8:00 p.m. for moves in or out may only be extended under exceptional circumstances upon agreement with the *Building Manager*.
- 16.4 An *Owner* must notify the *Building Manager* 5 working days (note: working days are Tuesday to Saturday) in advance to arrange for the booking of the elevator.
- 16.5 If an *Owner* or *Tenant* carries out a move into or out of a *Strata Lot* otherwise than in accordance with such prior arrangements made with the *Building Manager*, the *Owner* or *Tenant* will be subject to a fine of \$200.00, such fine to be paid on or before the due date of the next monthly strata fees.
- 16.6 *Residents* may not leave lobby doors open or unattended during moves.

17. Liability/Recovery of Insurance Deductible

- 17.1 A *Resident* shall indemnify and save harmless the *Strata Corporation* from the expense of any maintenance, repair or replacement rendered necessary to the *Common Property* or to any *Strata Lot* by the *Owner's* act, omission, negligence or carelessness or by that of any member of the *Resident's* family or the *Resident's* Guests, employees, agents or *Tenants*, but only to the extent that such an expense is not covered by the *Strata Corporation's* insurance coverage. In such circumstances, an expense not covered by the *Strata Corporation's* insurance, including any policy deductible, shall be charged 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 first day of the month following the date on which the expense was incurred.

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Division 2 – Powers and Duties of *Strata Corporation*

18. Repair and Maintenance of Property by *Strata Corporation*

The *Strata Corporation* must repair and maintain all of the following:

- 18.1 common assets of the *Strata Corporation*;
- 18.2 *Common Property* that has not been designated as limited *Common Property*;
- 18.3 limited *Common Property*, but the duty to repair and maintain it is restricted to:
 - a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - b) the following, no matter how often the repair or maintenance ordinarily occurs:
 - i) the structure of a building;
 - ii) the exterior of a building;
 - iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - iv) doors (including vehicle garage doors), windows and skylights (including the casings, the frames, seals and the sills of such 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.

19. Small Claims Actions

- 19.1 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 monies owed as fines, without requiring authorization by a resolution passed by a 3/4 vote.

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Division 3 – Strata Council

20. Persons Permitted on the Strata Council

20.1 As permitted by Section 28(2) of the Act, a person other than an Owner or an individual representing a corporate Owner may be a member of the Strata Council provided such person has been assigned an Owner's right to stand and falls within one of the following classes of persons:

- a) a Tenant;
- b) a spouse, including a common law spouse, of an Owner; or
- c) a professional advisor of an Owner;

20.2 Where more than one person owns a Strata Lot, only one Owner of the Strata Lot shall be a member of the Strata Council at any one time.

21. Strata Council Size and Quorum

21.1 The Strata Council must have at least 5 and not more than 7 members;

21.2 A quorum of the Strata Council is:

- a) 3 if the Strata Council consists of 5 or 6 members, and
- b) 4 if the Strata Council consists of 7 members.

21.3 Subject to Bylaw 28 Strata Council members must be present in person at the Strata Council meeting to be counted in establishing quorum.

22. Strata Council Members' Terms

22.1 The term of office of a Strata Council member ends at the end of the annual general meeting at which the new Strata Council is elected;

22.2 A person whose term as a Strata Council member is ending is eligible for re-election.

23. Removing a Strata Council Member

23.1 The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more Strata Council members;

23.2 Replacement of the Strata Council member must take place if, by the removal of the Strata Council member it leaves the Strata Council below the minimum of 5 members. The Strata Corporation may hold an election at the same annual or special general meeting to replace the Strata Council member for the remainder of the term; or

23.3 A replacement Strata Council member may be appointed from any person eligible to sit on the Strata Council;

23.4 The Strata Corporation may remove a Strata Council member under this section even if the absence of the member being replaced leaves the Strata Council without a quorum;

23.5 No person may stand for Strata Council or continue to be on the Strata Council with respect to a Strata Lot if the Strata Corporation is entitled to register a lien against that Strata Lot under the Act.

24. Replacing a Strata Council Member

24.1 If a Strata Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term;

24.2 A replacement Strata Council member may be appointed from any person eligible to sit on the Strata Council;

24.3 The Strata Council may appoint a Strata Council member under this section even if the absence of the member being replaced leaves the Strata Council without a quorum;

24.4 If all the members of the Strata 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 Strata Council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

25. Officers

25.1 At the first meeting of the Strata Council held after each annual general meeting of the Strata Corporation, the Strata Council must elect, from among its members, a president, a vice president, and a treasurer;

25.2 A person may hold more than one office at a time, other than the offices of president and vice president;

25.3 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;

25.4 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the Strata Council members may appoint a replacement officer from among themselves for the remainder of the term.

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26. Calling *Strata Council* Meetings

- 26.1 Any *Strata Council* member may call a *Strata Council* meeting by giving the other *Strata Council* members at least one week's notice of the meeting, specifying the reason for calling the meeting;
- 26.2 The notice does not have to be in writing;
- 26.3 A *Strata Council* meeting may be held on less than one week's notice if:
- a) all *Strata Council* members consent in advance of the meeting, or
 - b) the meeting is required to deal with an emergency situation, and all *Strata Council* members either:
 - i) consent in advance of the meeting; or
 - ii) are unavailable to provide consent after reasonable attempts to contact them.

27. Requisition of *Strata Council* Hearing

- 27.1 By application in writing, stating the reason for the request, a *Resident* may request a hearing at a *Strata Council* meeting.
- 27.2 If a hearing is requested under Section 27.1, the *Strata Council* must hold a meeting to hear the applicant within two (2) months of the request.
- 27.3 If the purpose of the hearing is to seek a decision of the *Strata Council*, the *Strata Council* must give the applicant a written decision within one (1) week of the hearing.

28. *Strata Council* Meetings

- 28.1 At the option of the *Strata Council*, *Strata Council* meetings may be held by electronic means, so long as all *Strata Council* members and other participants can communicate with each other.
- 28.2 If a *Strata Council* meeting is held by electronic means, *Strata Council* members are deemed to be present in person.

29. Non *Strata Council* Member Attendance at *Strata Council* Meetings

- 29.1 Any *Owner* or *Owner* representative shall be entitled to attend and listen to a meeting of the *Strata Council*; see Section 27.1 for requests to make submission.
- 29.2 *Owners* may attend *Strata Council* meetings as observers.
- 29.3 Despite Section 29.2, no observers may attend those portions of *Strata 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 *Strata Council's* opinion, unreasonably interfere with an individual's privacy.

30. Voting at *Strata Council* Meetings

- 30.1 At *Strata Council* meetings, decisions must be made by a majority of *Strata Council* members present in person at the meeting.
- 30.2 If there is a tie vote at a *Strata Council* meeting, the chairman may only vote to break the tie by casting the deciding vote.
- 30.3 The results of all votes at a *Strata Council* meeting must be recorded in the *Strata Council* meeting minutes.

31. *Strata Council* to Inform *Owners* of Minutes

- 31.1 The *Strata Council* must inform *Owners* of the minutes of all *Strata Council* meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

32. *Strata Council* Duties

- 32.1 The *Strata Council* shall keep, in one location, or in the possession of one person, and shall make available on request to an *Owner* or a person authorized by them:
- a) a copy of the *Strata Property Act* and of changes in the bylaws;
 - b) a copy of special or unanimous resolutions;
 - c) a copy of all the legal agreements to which the *Strata Corporation* is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licenses, easements or rights of way;
 - d) a register of the members of the *Strata Council*;
 - e) a register of the *Strata Lot Owners*, setting out the *Strata Lot* number, the name of the *Owner*, the unit entitlement, the name and address of any mortgagee who has notified the *Strata Corporation*, the name of any *Tenant* or lessee and a notation of any assignment by the *Owner* to the lessee;
 - f) the annual budget for each year;
 - g) minutes of all general meetings and of all *Strata Council* meetings;

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- h) proper books of account to be kept in respect of all sums of monies received and expended by it and the matters in respect of which receipt and expenditures take place; and
- i) proper accounts relating to all monies of the *Strata Corporation*, and the income and expenditure of it, for each annual general meeting.

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33. Delegation of Strata Council's Powers and Duties

- 33.1 Subject to Sections 33.2 and 33.4, the *Strata Council* may delegate some or all of its powers and duties to one or more *Strata Council* members or persons who are not members of the *Strata Council*, and may revoke the delegation.
- 33.2 The *Strata 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 Section 35.3.
- 33.3 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 monies may be spent.
- 33.4 The *Strata 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.

34. Limiting Expenditures of Strata Council

- 34.1 Subject to Section 34.2 below, if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the *Strata Corporation* may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this section in the same fiscal year, is less than \$6000.
- 34.2 Notwithstanding Section 34.1 above, the *Strata Corporation* may make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

35. Limitation on Liability of Strata Council Member

- 35.1 A *Strata 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 *Strata Council*.
- 35.2 Section 35.1 does not affect a *Strata Council* member's liability, as an *Owner*, for a judgment against the *Strata Corporation*.
- 35.3 All acts done in good faith by the *Strata Council* are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the *Strata Council*, valid as if the member had been duly appointed or had duly continued in office.

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Division 4 -- Enforcement of Bylaws and Rules

36. Notices

- 36.1 Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under the Act or under these bylaws shall be well and sufficiently given if mailed to the *Owner* at the address of the *Strata Lot* or is left with them personally or some *Adult* person at that address;
- 36.2 A notice is considered given 96 hours after it is posted by mail;
- 36.3 An *Owner* may at any time in writing advise the *Strata Corporation* of change of address at which notice shall be given and thereafter the address specified will be deemed to be the address of the *Owner* for the giving of notices;
- 36.4 The word "notice" includes any request, statement or other writing required or given by the *Strata Corporation* to the *Owner* of the *Strata Lot*.

37. Maximum Fine

- 37.1 The *Strata Corporation* may fine an *Owner* or *Resident* a maximum of:
- a) \$200 for each contravention of a bylaw; and
 - b) \$50 for each contravention of a rule;
- 37.2 The *Strata Corporation* may impose a fine on an *Owner* or *Tenant* for a continuing contravention of a bylaw or rule every 7 days;
- Additional assessments and 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 or any Rule which may be established from time to time by the *Strata 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.

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Division 5 - Annual and Special General Meetings

38. Person to Chair Meeting

- 38.1 The president of the *Strata Council* must chair annual and special general meetings.
- 38.2 If the president of the *Strata Council* is unwilling or unable to act, the meeting must be chaired by the vice president of the *Strata Council*.
- 38.3 If neither the president nor the vice president of the *Strata 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.

39. Participation by Other than Eligible Voters

- 39.1 *Tenants* and occupants may attend annual and special general meetings, whether or not they are eligible to vote;
- 39.2 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;
- 39.3 Persons who are not eligible to vote, including *Tenants* and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

40. Quorum

- 40.1 One third of all eligible persons entitled to vote present in person or by proxy constitutes quorum.
- 40.2 Pursuant to Section 48(3) of the *Act*, if within 1/2 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 twenty-five (25%) of the *Owners*. In any other case, and at the discretion of *Strata Council*, the meeting shall stand, with the eligible voters present in person or by proxy constituting a quorum.

41. Voting

- 41.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 41.2 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.
- 41.3 If a precise count is requested, the chair must decide whether it will be by show of voting cards, by roll call, by secret ballot or by some other method.
- 41.4 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.
- 41.5 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.
- 41.6 Despite anything in this section, an election of a *Strata Council* or any other vote must be held by secret ballot, if a majority of eligible voters requests a secret ballot.
- 41.7 An *Owner* may not exercise a vote for a *Strata Lot*, except on matters requiring a unanimous vote, if the *Strata Corporation* is entitled to register a lien against that *Strata Lot*.

42. Proxies

- 42.1 An instrument appointing a proxy shall be in writing signed by the appointer or their attorney, and may be either general or for a particular meeting;
- 42.2 A proxy need not be an *Owner*;
- 42.3 Notwithstanding the provisions of these bylaws on appointment of a proxy, where the *Owner's* interest is subject to a registered mortgage and where the mortgagee provided that the power of vote conferred on an *Owner* under their *Act* may be exercised by the mortgagee and where the mortgagee has given written notice of their mortgage to the corporation, no instrument or proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate their presence at the calling of the roll and shall be issued a voting card, rather than the *Owner*.

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43. Order of Business

43.1 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) call the meeting to order;
- d) elect a person to chair the meeting, if necessary;
- e) present to the meeting proof of notice of meeting or waiver of notice;
- f) approve the agenda;
- g) approve minutes from the last annual or special general meeting;
- h) deal with unfinished business from the previous annual general meeting or special general meeting;
- i) provide reports of *Strata Council* activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- j) ratify any new rules made by the *Strata Corporation* under Section 125 of the Act;
- k) report on insurance coverage in accordance with Section 154 of the Act, if the meeting is an annual general meeting;
- l) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- m) deal with new business, including any matters about which notice has been given under Section 46 of the Act;
- n) elect a *Strata Council*, if the meeting is an annual general meeting;
- o) terminate the meeting.

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Division 6 -- Voluntary Dispute Resolution

44. Voluntary Dispute Resolution

- 44.1 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.
- 44.2 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.
- 44.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

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Division 7 - Rental of Strata Lots

45. Rental Restrictions

- 45.1 Prior to possession of a strata lot by a *Tenant*, an *Owner* must deliver to the *Tenant* the current Bylaws and Rules of the *Strata Corporation* and a Notice of *Tenant's* Responsibilities in Form K;
- 45.2 Within two weeks of renting a strata lot, the *Owner* must give the *Strata Corporation* a copy of the Form K - Notice of *Tenant's* Responsibilities signed by the *Tenant*, in accordance with Section 146 of the Act, and

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Application for Eligibility for Lease/Rental of Strata Lot

1) OWNER'S INFORMATION

- a) Application date: _____
- b) Strata Lot: _____
- c) Suite no.: _____
- d) Strata Lot Owner(s): _____
- e) Owner's current address: _____
- f) Owner's contact address (if different): _____
- g) Owner's current phone number: _____

2) REQUEST

- a) ☐ Renewal of current lease/rental
- b) ☐ New request to lease/rent

Please indicate under which of the following conditions you are making application:

- i) ☐ 12 units allowable under Strata Plan BCS 40 Bylaws
- ii) ☐ Section 142 "Limits to Rental Restriction Bylaws" of the *Strata Property Act*. Application must be accompanied by an affidavit citing the relationship to the *Owner*
- iii) ☐ Exemption under Section 143(1) "Rental restriction Bylaw does not immediately apply to some *Strata Lots*" of the *Strata Property Act*
- iv) ☐ Exemption under Regulation 17.15 "Applicability of rental restriction Bylaws" of the *Strata Property Act* Regulations
- v) ☐ Exemption under Section 144 "Exemption from Rental Restriction Bylaw" of the *Strata Property Act*. Time period requested: _____

Note:

All requests must be accompanied by requested and appropriate documentation

All strata fees / fines / levies must be fully paid and kept current as a condition of eligibility.

3) OWNER'S NAME AND SIGNATURE(S):

(Name) _____ Signature: _____

(Name) _____ Signature: _____

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4) **STRATA COUNCIL REVIEW**

- a) Date received by Strata Council: _____
- b) Date reviewed by Strata Council: _____
- c) Date of decision by Strata Council: _____
- d) Date of written notification to Owner(s): _____
- e) Strata Council Chair
(print) _____ Signature: _____

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Strata Property Act

Form K

Notice of Tenant's Responsibilities

Re: Strata Lot _____ of Strata Plan BCS 40

Address: Apt No. _____ 7368 & 7388 Sandborne Avenue, Burnaby BC V3N 5C5 & V3N 5C4

Name of Tenant(s) _____

Tenancy commencing _____ (Month/Day/Year)

IMPORTANT NOTICE TO TENANTS:

1. Under the *Strata Property Act*, a *Tenant* in a *Strata Corporation* **MUST** comply with the bylaws and rules of the *Strata Corporation* that are in force from time to time (current bylaws and rules attached).
2. The *Strata Corporation* may change the current bylaws and rules, and if they are changed, the *Tenant* **MUST** comply with the changed bylaws and rules.
3. If a *Tenant* or occupant of the *Strata Lot*, or a person visiting the *Tenant* or admitted by the *Tenant* for any reason, contravened a bylaw or rules, the *Tenant* is responsible and may be subject to penalties, including fines, denial of access to recreational facilities, and if the *Strata Corporation* incurs costs for remedying a contravention, payment of those costs.

Date: _____ (month/day/year)

Landlord (Agent) Name: _____

Signature _____

Address: _____

Tenant Name: _____

Signature: _____

12 DEC 2003 13 16

BV520976

REGISTRAR
LAND TITLE OFFICE
NEW WESTMINSTER, BC

DATE: DEC. 12, 2003

SURVEY DEPT.

Please receive herewith the following document(s) for filing:

FORM I - AMENDMENT TO BYLAWS

STRATA PLAN B65 4014 03/12/12 13:17:49 05 LM
DOC FILE507581
\$20.00

Stratawest Management Ltd.
#202 - 224 West Esplanade
North Vancouver, B.C.,
V7M 1A4
604-904-9595



Strata Property Act**FORM I****AMENDMENT TO BYLAWS**

(Section 128)

The Owners, Strata Plan BCS 40 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual general meeting held on November 19, 2003.

BE IT RESOLVED:

By a 3/4 Vote of The Owners, Strata Plan BCS 40 that the Bylaws be amended by adding the following:

- "5.7 All persons using the Amenity areas do so at their own risk and agree to release, hold harmless and indemnify the Owners, Strata Plan BCS 40, its Strata Council, its Agents and employees from any and all claims arising from the use of the Amenity areas.
- 8.6 A Resident must stop his vehicle upon entering or exiting the underground parking area to ensure the parking gate is completely closed."



.....
Signature of Council Member



.....
Signature of Second Council Member

*Section 128(3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

REGISTRAR
LAND TITLE OFFICE
NEW WESTMINSTER, BC

30 NOV 2004 10 35

RW540288

DATE: NOVEMBER 29, 2004

Please receive herewith the following document(s) for filing:

FORM I - AMENDMENT TO BYLAWS

STRATA PLAN BCS 40

11 04/11/30 10:34:32 06 LK
DOC FILE

584377
\$21.50

DYE & DURHAM CLIENT No. 11061
SURVEY DEPT.

Stratawest Management Ltd.
#202 - 224 West Esplanade
North Vancouver, B.C.,
V7M 1A4
604-904-9595


DAWN MARTIN-SMITH

Alm Stonier Agent

Strata Property Act

FORM 1

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan BCS 40 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act*, at an annual general meeting held on November 17, 2004,

BE IT RESOLVED:

As a $\frac{3}{4}$ Vote Resolution of the Owners, Strata Plan BCS 40 that Bylaw 8.4 be amended by adding the following:

- "c) Guests are permitted to use the Visitor Parking for a maximum of seven (7) days (or portions thereof) in a given month.
- d) Owners having guests staying longer than seven (7) days to a maximum of four (4) weeks will register the Guests vehicle with the Property Manager and be given a special Parking Pass to be displayed on the dash.
- e) Owners with exceptional circumstances and needing a Parking Pass for longer than four weeks may present those needs to Council for consideration and approval."

In order that Bylaw 8.4 reads as follows;

"8.4 Underground Visitor Parking:

- a) Residents or their Guests intending to park overnight or for more than 8 hours must clearly display the suite and tower number, or the Strata Lot number that the vehicle is associated with.
- b) Residents shall not routinely park in the underground visitor parking area.
- c) Guests are permitted to use the Visitor Parking for a maximum of seven (7) days (or portions thereof) in a given month.
- d) Owners having guests staying longer than seven (7) days to a maximum of four (4) weeks will register the Guests vehicle with the Property Manager and be given a special Parking Pass to be displayed on the dash.
- e) Owners with exceptional circumstances and needing a Parking Pass for longer than four weeks may present those needs to Council for consideration and approval.

Violations of any of these parking regulations may result in fines and/or towing without warning at the risk and expense of the vehicle owner."

.....
Signature of Council Member

.....
Signature of Second Council Member

*Section 128(3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

18 NOV 2005 11 01

BX392289

REGISTRAR
LAND TITLE OFFICE
NEW WESTMINSTER, BC


DATE: November 17, 2005

Please receive herewith the following document(s) for filing:

FORM I - AMENDMENT TO BYLAWS

02 05/11/18 11:04:48 04 LM
DOC FILE666402
\$21.50STRATA PLAN BCS 40

Stratawest Management Ltd.
#202 - 224 West Esplanade
North Vancouver, B.C.,
V7M 1A4
604-904-9595



Carrie White

DYE & DURHAM CLIENT No.11061

NPST

41

Strata Property Act**FORM I****AMENDMENT TO BYLAWS**

(Section 128)

The Owners, Strata Plan BCS 40 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual general meeting held on November 16, 2005.

BE IT RESOLVED:

By a $\frac{3}{4}$ Vote that the Bylaws of The Owners, Strata Plan BCS 40 be amended by repealing Bylaw 45 and substituting therefore the following:

45. Rental Restrictions

- 45.1 The number of strata lots within the Strata Corporation that may be leased at any one time is limited to 12.
- 45.2 An Owner wishing to lease a strata lot must apply in writing to the Strata Council for permission to lease before entering into a tenancy agreement;
- 45.3 If the number of strata lots leased at the time an Owner applies for permission to lease has reached the limit stated in Section 45.1, excluding exempt strata lots pursuant to Sections 143 and 144 of the Act and Section 17 of the *Strata Property Act Regulations*, the Strata Council must refuse permission and notify the Owner of the same in writing, as soon as possible stating that the limit has been reached or exceeded, as the case may be, and place the Owner of the Strata Lot on a waiting list to be administered by the Strata Council based upon the date of the request for permission to rent;
- 45.4 If the limit stated in Section 45.1 has not been reached at the time the Owner applies for permission to lease a strata lot, excluding exempt strata lots pursuant to Sections 143 and 144 of the Act and Section 17 of the *Strata Property Act Regulations*, the Strata Council shall grant permission and notify the Owner of the same in writing as soon as possible;
- 45.5 An Owner receiving permission to lease a strata lot must exercise the permission to lease within 90 days from the date that the Strata Council granted same, otherwise the permission expires. During the 90 days immediately following the grant of permission, the strata lot shall be deemed leased for the purposes of the limit stated in Section 45.1;
- 45.6 Prior to possession of a strata lot by a Tenant, an Owner must deliver to the Tenant the current Bylaws and Rules of the Strata Corporation and a Notice of Tenant's Responsibilities in Form K;
- 45.7 Within two weeks of renting a strata lot, the Owner must give the Strata Corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the Tenant, in accordance with Section 146 of the *Strata Property Act*; and

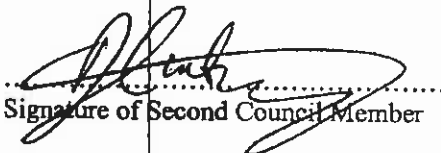
BCS 40 – Form I

November 16, 2005

Page Two,

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- 45.8 Where an Owner leases a strata lot in contravention of bylaws 45.1, 45.2 or 45.3, the Owner shall be subject to a fine of \$500.00 and the Strata Corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the Strata Corporation in enforcing the rental restriction bylaws shall be the responsibility of the contravening Owner and shall be recoverable from the Owner on a solicitor and own client basis by the Strata Corporation.


.....
Signature of Council Member


.....
Signature of Second Council Member

*Section 128(3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.