

**STRATA PLAN EPS4098
MIRAMAR VILLAGE**

BYLAWS

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Amendments:

Registration: n/a

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**MIRAMAR VILLAGE
Strata Plan EPS4098**

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

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.

Repair and maintenance of property by owner

- 2**
- (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.
 - (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.

Use of property

- 3**
- (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) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following (unless a special permit is obtained from the Strata Council):
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged animals;
 - (c) up to two caged birds;
 - (d) up to two dogs; and
 - (e) up to two cats.";

Inform strata corporation

- 4
 - (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.

Obtain approval before altering a strata lot

- 5
 - (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.

Obtain approval before altering common property

- 6** (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.

Permit entry to strata lot

- 7** (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, 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.
- (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

Repair and maintenance of property by strata corporation

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

- (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (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 a 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

Council size

- 9** (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.

Council members' terms

- 10** (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.
- (3) to (5)[Repealed 1999-21-51.]

Removing council member

- 11** (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.

Replacing council member

- 12** (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.

Officers

- 13** (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.

Calling council meetings

- 14** (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.

Repealed

15 [Repealed 2009-17-35.]

Quorum of council

- 16** (1) A quorum of the council is
- (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3 or 4 members,
 - (c) 3, if the council consists of 5 or 6 members, and
 - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 17** (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) Owners may attend council meetings as observers.
- (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.

Voting at council meetings

- 18** (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.

Council to inform owners of minutes

- 19** 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.

Delegation of council's powers and duties

- 20**
- (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.

Spending restrictions

- 21**
- (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.

Limitation on liability of council member

- 22** (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

Maximum fine

- 23** Unless otherwise provided for in these bylaws, 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.

Continuing contravention

- 24** 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

Person to chair meeting

- 25** (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.

Participation by other than eligible voters

- 26** (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 tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 27** (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.

Order of business

- 28** 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

Voluntary dispute resolution

- 29** (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 — Marketing Activities by Owner Developer

Display lot

- 30** (1) An owner developer who has an unsold strata lot may carry on sales and leasing functions that relate to its sale or lease, including without limitation
- (a) the posting and erecting in and about the common property of interior and exterior signs, placards, flags, notices and other things and structures for marketing; and
 - (b) parking on common property which is proximate to a display strata lot or to an unsold strata lot for the owner developer's staff and representatives, purchasers and prospective purchasers and tenants, and other invitees of the owner developer.
- (2) An owner developer may use a strata lot that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

- (3) Until all strata lots are sold, the owner developer, and its employees, agents, contractors, workers, suppliers and other invitees will have the full, free, and uninterrupted right and license to enter upon and cross over the common property, with or without vehicles, equipment, and machinery, for the purposes of access to and from the lands and for the purposes described in Bylaw 30(1) above. The owner developer will be responsible for any damage caused to the common property by such entry on and use of the common property.

Advertising Re-Sale

- 31** Unless the council otherwise gives its prior written consent, advertising for the re-sale or rental of a strata lot, except such strata lots that are owned by the owner developer, is only permitted on a directory board or directory tree which will be supplied, located and maintained by the council. This Bylaw 31 is subject to Bylaw 30 and nothing in this Bylaw 31 affects the rights of the owner developer under Bylaw 30.

Parking, Storage Lockers and Bosa Volt Charging Station

- 33** For the purposes of this Bylaw 33, the following terms have the following meanings:

"Assignment Agreement" means an assignment agreement whereby a tenant under the Master Agreement assigns a partial interest under the Master Agreement with respect to a particular Stall, Storage Locker and/or SVCS (each as defined in the Master Agreement) to an assignee permitted thereunder; and

"Master Agreement" means the Parking Facility/Storage Locker Lease and Bosa Volt Charging Station License Agreement between Bosa Properties (White Rock) Inc., as owner, and Bosa Properties (White Rock Parking 2) Inc., as tenant, as amended and assigned from time to time, with respect to the exclusive use of Stalls, Storage Lockers and BVCSs during the term thereof.

An owner of a strata lot may, pursuant to an Assignment Agreement, be entitled to:

- (a) the exclusive use of those certain Stall(s), if any, specified in the Assignment Agreement;
- (b) provided a SVCS has been installed in a Stall assigned to such owner, a license to use such BVCS in connection with such Stall subject always to the terms and conditions contained within the Master Agreement; and
- (c) the exclusive use of those certain Storage Lockers(s), if any, specified in the Assignment Agreement.

If and when each Stall within the parking facility has been assigned by Bosa Properties (White Rock Parking 2) Inc. to an owner of a strata lot pursuant to the Master Agreement, the Strata Corporation may request that the owners of the strata lots pass a resolution requiring a 3/4 vote at the next general meeting of the Strata Corporation to designate each of the Stalls as the limited common property of the owner who, at such time, is entitled to the exclusive use of such parking stall pursuant to the Master Agreement.

Notwithstanding any designation of the Stalls as limited common property as aforesaid, such designation of limited common property will not apply to a SVCS installed in a Stall. Upon the Strata Corporation passing a resolution pursuant to Section 82 of the Strata Property Act and upon transfer of title to the BVCSs by Bosa Properties (White Rock) Inc. to the Strata Corporation, the BVCSs will become common assets of the Strata Corporation subject to the contractual license to use contained in the Master Agreement.

Upon its formation, the Strata Corporation will be solely responsible for the control, management and administration of the Stalls, the Storage Lockers and the BVCSs, including, without limiting the generality of the foregoing, payment of the costs of maintaining, repairing and replacing the BVCSs and the utility consumed by a SVCS (measured by separate electrical meter installed at the time a SVCS is installed), all as set forth in the Master Agreement. However, all costs relating to a SVCS and paid by the Strata Corporation are repayable to the Strata Corporation by the owner of the strata lot whose Stall contains the BVCS. The Strata Corporation will charge back all costs related to a SVCS (the "**BVCS Charge**") against the account of the owner of the strata lot whose Stall contains the SVCS and the SVCS Charge so charged will be deemed to be a user fee payable by such owner to the Strata Corporation in respect thereof, and such owner will pay the SVCS Charge to the Strata Corporation (in addition to any other fees or other amounts payable by such owner to the Strata Corporation, such as strata fees levied in connection with common property costs). If such owner fails to pay the SVCS Charge to the Strata Corporation within thirty (30) days of demand for payment thereof by the Strata Corporation, then the Strata Corporation may deny such owner the use of the BVCS to which such BVCS Charge relates until such time as the BVCS Charge is paid in full.

For greater certainty, the quantum of the SVCS Charge may be a fixed amount determined by the Strata Corporation or may be an amount determined by the Strata Corporation on a reasonable basis from time to time, including, but not limited to, based on the rate of consumption of the BVCS, the recovery of operating or maintenance costs by the Strata Corporation relating to the BVCS, the number of users of the BVCS or the duration of use of the SVCS.

A strata lot owner may only assign its rights to use a Stall, a Storage Locker or a BVCS pursuant to the Master Agreement to a "Permitted Assignee", as defined in the Master Agreement.

As set out in the Master Agreement, a strata lot owner who has been assigned a Stall containing a BVCS pursuant to the Master Agreement may permit another owner of a strata lot within Strata Plan EPS4098 to charge a Compatible Electric Automotive Vehicle (as defined in the Master Agreement) using the BVCS situate within such Stall and may retain whatever consideration such other owner pays to such owner, provided always that such other owner complies with the terms and conditions of the Master Agreement.

Quorum

- 34 Notwithstanding section 48(3) of the Act, if within 15 minutes after 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; but in any other case, the meeting shall, after the expiry of such 15 minute period, stand adjourned

for a further 45 minutes, and if at the end of such further 45 minute period, a quorum is not present for the meeting, then the eligible voters present in person or by proxy shall constitute a quorum.

Alterations to a strata lot or common property

- 35**
- (1) Any alteration to a strata lot or to common property that requires but has not received the prior written approval of council must be removed at the owner's expense if the council orders that the alteration be removed.
 - (2) Whether or not approval is required, alterations may be carried out:
 - (a) only between 8:00 a.m. and 8:00 p.m. weekdays and 10:00 a.m. and 6:00 p.m. weekends and public holidays or at such other times as permitted by the council in writing; and
 - (b) with minimal noise and disturbance to owners.
 - (3) Whether or not approval is required, owners are responsible to clear all debris from common property, including if necessary, vacuuming hallways and elevators on a daily basis.
 - (4) An owner who fails to comply with subsection (3) shall reimburse the strata corporation for all costs incurred by the strata corporation as a result of such failure, including without limiting the generality of the foregoing, the cost of the time spent by the resident caretaker.
 - (5) The owner will be responsible to provide satisfactory evidence that the alterations comply with all building codes and to obtain the applicable building permits prior to commencing the work, and providing such evidence and obtaining such permits are conditions of the council's approval.
 - (6) Any request for an alteration that involves a structural alteration, including the removal, addition or alteration of any wall, doorway, floor or ceiling or which will change the normal use of the room, must be accompanied by a written opinion from a qualified architect, engineer or similar professional registered in British Columbia, indicating that the structural integrity of the building has been maintained.
 - (7) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:
 - (a) the maintenance and repair of the alterations; and
 - (b) the effects on all adjacent strata lots or common property.
 - (8) An owner who receives approval may be required sign an assumption of liability agreement, in the form required by the strata corporation.

- (9) The council may maintain, repair, or remove alterations to common property if in the opinion of the council:

- (a) the alterations are not maintained or repaired; or
- (b) the alterations are damaged.

All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are the owner's responsibility.

- (10) On the sale of a strata lot, the owner must cause the subsequent owner to assume all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an assumption of liability agreement with the strata corporation, the alteration may be removed by council and the cost of the removal will be charged to the subsequent owner.
- (11) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.
- (12) The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations, at the owner's cost. The council may include specified supervision or inspection as a requirement of approval.

Bicycles / Parking Area

- 36** (1) Bicycles are not permitted in elevators, hallways or any other common areas. No bicycles are to be kept on the balconies or patios. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.
- (2) Owners, tenants and occupants shall only park in the parking stall(s) assigned for the use of the strata lot.
- (3) Owners, tenants and occupants are not permitted to park in visitor parking.
- (4) The owner of a vehicle parked in an area in which parking is prohibited shall be responsible for all costs incurred by the strata corporation to have the vehicle towed and/or impounded.
- (5) An owner, tenant, occupant or visitor must not carry out major vehicle repairs including oil changes on common property except in the case of an emergency.
- (6) An owner, tenant, occupant or visitor is responsible to clean any fuel, oil or coolant that has leaked from the vehicle and is responsible to indemnify the strata corporation for any costs that it incurs in cleaning fuel, oil or coolant leaks.
- (7) An owner, tenant or occupant of a strata lot must use parking stalls only for the parking of insured motor vehicles, trailers, boats 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 council. Unlicensed vehicles parked on a strata lot must carry vehicle storage insurance with a minimum \$1,000,000

liability coverage. Proof of liability insurance coverage shall be provided to the strata corporation if requested.

- (8) An owner, tenant or occupant must maintain liability insurance in respect of vehicles or other items parked in the parking stall.
- (9) A resident must not permit any oversized, commercial or recreational vehicles including, but not limited to, boats, trailers and campers to enter or be parked or stored on the strata lot or common property without the approval of council.
- (10) An owner, tenant, occupant or visitor must not use a parking stall as a work area for carpentry, renovations, repairs (including sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune-ups or mechanical repairs.
- (11) An owner, tenant, occupant or visitor operating a vehicle in the parking areas must not exceed 10 km/hour.
- (12) An owner, tenant or occupant shall not permit children to play or loiter or to allow a pet to stray in the parkade. Skating, rollerblading or any other form or recreational activity in the parkade is prohibited.
- (13) If vehicles entering or exiting the parkade and having no vehicle waiting behind them must wait for the gate to fully close before proceeding. All vehicles entering or exiting the parkade and having a vehicle waiting behind them must wait for the gate to begin to close to ensure the car behind has FOB access.

Authorization to proceed

- 37** The strata corporation or a separate section, as applicable, may proceed under the Small Claims Act (British Columbia), without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation or the applicable separate section, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation or the applicable separate section is required to expend as a result of the owner's act.

Insurance and Responsibility

- 38** (1) A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance and any applicable section insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance and/or any applicable section insurance for which the owner is responsible.
- (2) If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation and/or a separate section from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets

but only to the extent that such expense is not reimbursed from the proceeds received by operation of any policy of strata insurance or section insurance. Without limiting the generality of the word "responsible", an owner is responsible for the owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner.

- (3) For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation or a separate section will be considered an expense not covered by the proceeds of strata insurance or any applicable section insurance received by the strata corporation or the separate section and will be charged to the owner.

Smoking

- 39** (1) An owner, tenant, occupant or visitor must not smoke:
- (a) on the interior common property, such as, but not limited to hallways, lobbies, elevators, storage rooms, a recreation room and parking garages; and
 - (b) on the exterior common property, including balconies, decks, patios, walkways, roadways or parking areas.

Marijuana

- 40** (1) For the purposes of this bylaw, a reference to "marijuana" shall include cannabis.
- (2) An owner, tenant or occupant will be permitted to smoke or vape marijuana in a strata lot only (excluding any balconies, decks or patios which may form part of the strata lot);
 - (3) An owner, tenant, occupant or visitor who undertakes any of the activities described in this bylaw, or any other activities related to marijuana (including, without limitation, smoking, vaping, cultivating or otherwise using marijuana), must:
 - (a) comply with all relevant federal, provincial, and municipal statutes, regulations, bylaws and rules regarding the production and processing of marijuana;
 - (b) not permit the smoke or odour to escape any strata lot such that it can be smelled by another resident;
 - (c) prior to installing any equipment relative to cultivation of marijuana for medical purposes, obtain approval from the Strata Corporation with respect to the proposed location and method of installation. While the Strata Corporation may not unreasonably withhold approval, it may require, as part of granting approval, such things to be done and such steps to be taken as may be necessary to protect the building and limit the impact of effects of the cultivation on other residents; and

- (d) not alter or process marijuana by method or in a manner which is unsafe and poses an unreasonable risk to the building(s) including by the use of organic solvent.

Moving-in/Moving-out

- 41**
- (1) An appointment for a moving-in/out time must be made with the caretaker. Every owner or tenant moving either into or out of the building, including delivery of furniture, appliances or construction material and cleaning equipment such as carpet cleaning and floor polishing equipment etc. must make an appointment so that the elevator can be locked off and protective pads may be placed in the elevator and must complete a Move-in/out Form and submit it to the caretaker. Any cleaning equipment used for major cleaning/polishing etc. is to be accessed through the parkade level with prior arrangements with the caretaker. Suite owners will be responsible to ensure trades they hire are compliant. By signing the Move-in/out Form, the individual concerned acknowledges the rules that apply to moving in and out of Miramar Village and agrees to comply with these bylaws.
 - (2) A minimum of one week's notice is required to be given to the caretaker, prior to any move-in or move-out.
 - (3) Moves in and out are permitted only on weekdays (excluding statutory holidays) during one of the following blocks of time: 8:00am - 12:00pm or 12:00pm - 4:00pm. Moves must be finished within the block of time allocated for the move. No moves are allowed on Saturdays, Sundays or on statutory holidays.
 - (4) Owners will be responsible for any tenant or occupant in their strata lot moving-in or out of the building and will be responsible for any damage to the common property. To this end, a refundable damage deposit of \$500.00 must be paid by cash, bank draft or certified cheque to the caretaker before permission to move-in or out will be given. The caretaker will then disarm the loading door alarm and lock out an elevator. Following completion of the move and an inspection of the common areas confirming no damage was incurred the security system will be re-alarmed. Any damage caused to the building during a move-in/out will be assessed by the caretaker, building supervisor or strata agent, and the cost of repairing this damage deducted from the aforementioned damage deposit. Damage in excess of the deposit will be charged to the strata lot owner's account.
 - (5) Elevator mats, pads, and floor protectors for hallways and elevators must be installed to protect the elevator when moving any furniture.
 - (6) The Owner must pay a move-in or move-out fee of \$200 to the Strata Corporation before a move-in or move-out can proceed. Payment by cheque is required. No special fee consideration is allowed for internal moves or for move-ins or move-outs of fully furnished suites without prior written approval by Strata Council with each move. With written approval, Council may grant up to a 50% reduction in the move-in or move-out fee.

- (7)
 - (a) the caretaker and the moving party will make a before and after inspection of the area through which the moving will take place. If damage has occurred as a result of that move, the cost of repairs related shall be assessed to the individual strata lot account of the owner in addition to the move-in/out fee. A security guard will be employed by the strata corporation to monitor the move with the costs paid through the proceeds of fees collected as per clause (6);
 - (b) If no pre or post inspection occurs, the owner and/or tenant is deemed to accept the strata corporation's determination of any damage that is identified as occurring as a result of the move; and
 - (c) Moving boxes and packing materials must be flattened, compacted and tied before being placed in the garbage container.
- (8) During the move, all lobby doors must remain closed and locked when unattended.
- (9) The caretaker will require owner/tenants to provide the following documentation before a move-in can commence (no exceptions will be made):
 - (a) a completed Resident's Information Form;
 - (b) a copy of a valid Certificate of Liability Insurance for the person(s) moving in;
 - (c) a copy of a completed Form K if the new resident is a tenant;
 - (d) a signed receipt indicating they have received and reviewed the bylaws and house rules of a strata corporation;
 - (e) a receipt for the refundable \$500.00 deposit; and
 - (f) a receipt for the move-in/move-out fee.