



STRATA PLAN EPS4098 MIRAMAR VILLAGE

BYLAWS

**STRATA PLAN EPS4098
MIRAMAR VILLAGE BYLAWS**

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**MIRAMAR VILLAGE
Strata Plan EPS4098**

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

Payment of strata fees

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- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Failure to pay strata fees on the due date will result in a fine.
- (3) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (4) Failure to pay special levy on the due date will result in a fine.
- (5) If an owner is late paying for their strata fees or special levies, 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.
- (6) The interest payable on a late payment of strata fees or a special levy is not a fine, and shall form part of the strata fees for the purposes of Section 116 of the Act.
- (7) An owner in default in the payment of common expenses, strata fees, special levies, interest, fines and any other amounts owing pursuant to the Act will be deemed to be in arrears. Any owner in arrears shall reimburse the Strata Corporation and save it harmless against any and all costs and expense required to collect such arrears, including legal costs, comprised of fees, taxes, disbursements, and other related expenses as between a solicitor and own client/full indemnity basis.
- (8) For the purposes of Section 133(2) of the Act, reasonable costs of remedying a contravention of the Strata Corporation's bylaws or Rules shall be interpreted to include, but not limited to, legal costs comprised of legal fees, taxes, disbursements, and other related expenses as between a solicitor and own client/full indemnity basis.
- (9) Any legal costs or expenses incurred by the Strata Corporation to collect any arrears shall be charged to that owner and shall be added to and become part of the assessment of that owner for the month following the date on which the legal expenses were incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of the payment of the monthly assessment.

- (10) Any costs and charges incurred on behalf of the Strata Corporation due to an owners cheque being returned due to non-sufficient funds will be charged directly back to the owner.

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) (a) 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):
- (i) a reasonable number of fish or other small aquarium animals in a sealed container no larger than 22.73 liters (5 imperial gallons);
 - (ii) a reasonable number of caged birds; and
 - (iii) no more than two dogs or two cats, or one dog and one cat.
- (b) An owner or resident must not harbour or keep on a strata lot, common property or land that is a common asset:

- (i) exotic animals including but not limited to snakes, reptiles, spiders or large members of the cat family (larger than that of a recognized breed of house cat and not greater than thirty (30) pounds;
 - (ii) A dog that exceeds 50 pounds when fully grown and no more than 20 inches at the shoulder when fully grown;
 - (iii) A vicious dog. Vicious dogs are defined as any dog with a known propensity, tendency or disposition to attack without provocation other domestic animals or human, any dog which has been known to have bitten another domestic animal or human without provocation;
 - (iv) Any dog which is known to have been rescued from an abusive situation (“Rescue dog”) or where the history of care is unknown.
- (c) All litter and/or waste caused by pets must be removed immediately by the owner, tenant, or occupant from the common property.
 - (d) An owner, tenant or occupant is responsible for damage and disruption, including unreasonable noises, nuisance or unreasonable disturbance created by their pets or pets of their guests.
 - (e) An owner, tenant or occupant shall not keep any animal on their strata lot or the common property after notice has been given by the Council to remove it.
 - (f) Any pet kept by an owner, tenant, or occupant of a strata lot (greater than 30 days) shall be registered with the Strata Corporation. A “Pet Registration Form” signed by the owner, tenant, or occupant recording the name, breed, sex, and colour of the pet and the strata lot number where the pet is kept to be registered with the Strata Corporation
- (5) (a) An Owner, tenant or occupant must not use or permit the use of all or part of a residential strata lot as short-term accommodation, by anyone who, directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration. Without restricting the generality of the foregoing, an owner, tenant or occupant must not:
 - (i) enter into a license for the use of all or part of a strata lot for any period of time;
 - (ii) permit any strata lot or part thereof to be used or occupied as vacation, travel or temporary accommodation (including but not limited to Airbnb or Vacation Rental By Owner) for any period of time; or
 - (iii) directly or indirectly advertise, market, promote or license for use any strata lot or part thereof as vacation, travel or temporary accommodation (including but not limited to Airbnb or Vacation Rental By Owner) for any period of time.

- (b) The strata corporation may fine an owner or tenant \$1,000.00 daily for each contravention of bylaw (i).
 - (c) An owner or tenant, as the case may be, shall be liable to and shall indemnify the Strata Corporation on a solicitor and own client/full indemnity basis for all legal fees, taxes and disbursements incurred or expended by the Strata Corporation as a consequence of a violation of bylaw (i) and incurred or expended to pursue recovery of all fines imposed pursuant to bylaw (ii). Such expenses shall become part of the assessment of the owner or tenant responsible for the bylaw violation and bylaw enforcement and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the Strata Corporation may not register a lien against such separate component.
- (6) (a) An owner, tenant or occupant must not throw, pile or store rubbish, dust, garbage, boxes, packing cases and other similar refuse in a strata lot or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.
- (b) An owner, tenant or occupant must ensure that:
- (i) ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose;
 - (ii) recyclable material is kept in designated areas;
 - (iii) moving boxes, cardboard and packing materials must be flattened, compacted and tied before being placed in the cardboard recycling bin; and
 - (iv) material other than recyclable or ordinary household refuse and garbage is removed appropriately.
- (7) An owner, tenant or occupant must not (without the written permission of the Strata Corporation):
- (a) hang or display any laundry, washing, clothing, bedding or other articles on balconies and patios;
 - (b) write, draw or in any way deface balcony glass;
 - (c) install or affix privacy screens or covers on balconies and railings, unless already installed by Bosa or the original builder;
 - (d) use any cooking device on any balcony or patio other than a natural gas, propane or electric barbecue, so long as the allowed cooking device is not placed in close proximity to an exterior sprinkler head;

- (e) display seasonal lights and decorations on balconies and patios except between November 1 and January 31, and such seasonal lights must be attached in a manner that does not cause damage to the exterior of the strata lot or to limited common property or common property;
 - (f) ignite fireworks or permit fireworks to be ignited on balconies and patios;
 - (g) use or store inflatable hot tubs or pools on balconies and patios; or
 - (h) keep or store anything on any deck, balcony or patio except for patio furniture and accessories (including small cushion storage containers), a barbeque, and self-contained, free-standing planters, so long as the planters have a container tray underneath to capture excess water.
- (8) Owners, tenants, occupants or visitors must not smoke or permit smoking of any kind on any common property, limited common property, land that is a common asset, strata lot, or within 6 meters of any common area building door, open window or air intake. For the purpose of this bylaw, “smoke” or “smoking” means using, inhaling, exhaling, burning or carrying of a lighted cigarette, joint, e-cigarette, vapor pen or similar vaporizing device, cigar, pipe, hookah, bong or other smoking equipment that burns or vaporizes tobacco, nicotine, or marijuana/cannabis including oils, resins or other derivatives;

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 re-election.
- (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** (1) 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.
- (2) An owner is liable for the contravention of the bylaws and rules by his or her tenants, invitees, licensees or visitors and is liable for all costs or expenses incurred or expended by the Strata Corporation in correcting, remedying or curing such infractions or violations and the same shall be charged to that owner, and shall be payable on the first day of the next month following the infraction or violation.

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.

Election of Council Members

- 28.1** (1) Unless the general meeting is held via electronic means, an election of the council must be held by secret ballot if the secret ballot is requested by an eligible voter.
- (2) A person must be elected to the council by receiving majority support of the eligible voters present in person or by proxy at the general meeting. For greater clarity and without limiting the generality of the foregoing:
- (a) a person seeking election to the council may be elected individually;
 - (b) if an eligible voter does not vote in favour of a person seeking election to council, the voter shall be deemed to have voted against that person;
 - (c) no person seeking election to the council shall be elected to the council by acclamation;
 - (d) if a person seeking election does not receive a majority of votes, they may request a second vote at the same meeting be called in accordance with this bylaw to seek majority support to be elected to the council if:
 - (i) fewer than seven people have been elected to the council in accordance with this bylaw; and

- (ii) the person seeking the second vote for their election received a plurality of votes present in support of their election in the immediately previous election vote.
- (3) If less than 3 council members are elected under subsection (2), the Strata Corporation may hold further elections in accordance with subsection (2) at the same general meeting until the Strata Corporation has elected the minimum number of council members required for the council to have a quorum.
- (4) If the Strata Corporation is unwilling or unable to elect the minimum number of council members required for the council to have a quorum in accordance with subsections (2) and (3), the council members elected may, at their next council meeting, appoint the council member(s) required to meet the minimum number of council members required to have a quorum. Under this subsection, the council may appoint a council member from any person eligible to sit on the council. The council may appoint a council member under this subsection even if the number of members elected leaves the council without a quorum.
- (5) If an election is determined by paper ballots, the paper ballots shall be destroyed at the conclusion of the general meeting at which new council member(s) are elected, unless the voters direct otherwise by a majority vote.
- (6) Notwithstanding any other bylaw, no person may stand for election to council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

Electronic General Meetings

- 29**
- (1) The Strata Corporation may provide for attendance at an Annual or Special General Meeting by telephone or any other electronic method if the method permits all persons participating in the meeting to communicate with each other during the meeting. For certainty, the Strata Corporation may call an exclusively electronic Annual or Special General Meeting, hold an Annual or Special General Meeting exclusively by telephone or any other electronic method, and is not required to provide for in-person attendance at an electronic Annual or Special General Meeting, provided the electronic method permits all persons participating in the meeting to communicate with each other during the meeting.
 - (2) A person who is eligible to vote may attend an Annual or Special General Meeting by electronic means so long as the person and the other participants can communicate with each other.
 - (3) Any person attending an Annual or Special General Meeting by electronic means is deemed to be present in person for the purposes of the meeting.
 - (4) Despite Bylaw 28., in the event that a General Meeting is held pursuant to Bylaw 30 (1) or an eligible voter attends an Annual or Special General meeting by

electronic means, the Strata Corporation has no obligation to make provision for a secret ballot or issue a voting card for, as applicable, that meeting or the particular voter.

Division 6 — Voluntary Dispute Resolution

Voluntary dispute resolution

- 30** (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

- 31** (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

- 32** 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 5 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 5 minute period, stand adjourned for a further 5 minutes, and if at the end of such further 5 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.
- (13) Without limiting the generality of the foregoing, an owner, tenant or occupant must not install new flooring in a strata lot except with written approval from the strata corporation and flooring must have soundproofing rating of Impact Insulation Class (IIC) 65 or higher. The use of area rugs is strongly encouraged. *(amended on April 4, 2024 AGM)*
- (14) In the event that the installation of new flooring in a strata lot results in unreasonable noise or nuisance to neighbouring strata lots, as determined by the strata council acting reasonably, the strata corporation may require the owner of the strata lot with new flooring to take various steps to reduce noise transfer at the owner's expense, up to and including removal of the new flooring and replacement with other more sound-absorbent flooring material. *(amended on April 4, 2024 AGM)*

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) All 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.
- (14) Visitors must park in the parking spaces designated as "Visitor" parking.
- (15) Owners, tenants and occupants are not permitted to park in visitor parking spaces.
- (16) Visitors' vehicles must either display a visitor parking pass in their vehicle or, if applicable, register their vehicles using the strata corporation's electronic visitor parking system. Visitors may park their vehicles for up to 7 consecutive days in a visitor parking space. Visitors requiring longer periods will require prior written permission of council.
- (17) Any vehicles found to be parked in contravention of these bylaws will be towed without warning. The costs of towing will be at the sole expense of the vehicle owner.

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, common facilities or common assets, including but not limited to when the cause of the loss or damage originated within the owner's strata lot, the owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property, common facilities or common assets to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy or, if a claim against the strata corporation's insurance policy is not made, for all expenses incurred by the strata corporation up to the amount of the strata corporation's insurance deductible. Without limiting the generality of the word "responsible", an owner is responsible for loss or damage caused by the owner or by any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or of the owner or the owner's family.
- (3) For the purposes of these bylaws, any insurance deductible paid or payable by the Strata Corporation where a claim is made under the strata corporation's insurance policy will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the responsible owner and shall become due and payable on the date the next monthly assessment is due.
- (4) For the purposes of these bylaws, any uninsured repair costs incurred by the Strata Corporation to mitigate against further damage, whether within a strata lot or to common property, limited common property or to common assets, or incurred to remedy or repair damage that is not insured and that is the responsibility of the owner, will be charged to the responsible owner and shall become due and payable on the date the next monthly assessment is due.
- (5) Where an owner or occupant has upgraded an original fixture and the upgraded fixture suffers damage, the cost to repair or replace the upgraded fixture must be paid by the owner or occupant responsible for the damage and not by the strata corporation.
- (6) For the purposes of these bylaws an owner shall be liable to and indemnify the Strata Corporation for the following costs and expenses incurred or expended by the Strata Corporation as a result of a violation of these bylaws or of it having to enforce these bylaws, including pursuing legal action to collect an insurance deductible or uninsured costs for which the owner is responsible:
- (a) Administrative and investigation costs;
 - (b) Legal and administrative expenses, on a solicitor and own client basis;

- (c) Professional/consulting services; and
 - (d) Emergency restoration and remediation costs.
- (7) In addition to the obligations and liabilities imposed by the bylaws herein, an owner is strictly liable to the Strata Corporation and to other owners and occupants for any damage to common property, limited common property, common assets or to any strata lot as a result of:
- (a) any of the following items located in the owner's strata lot:
 - (i) dishwasher;
 - (ii) refrigerator with or without ice/water dispensing capabilities;
 - (iii) garburator;
 - (iv) hot water tank;
 - (v) washing machine;
 - (vi) radiant heating system, including boiler;
 - (vii) toilets, sinks, bathtubs and showers;
 - (viii) plumbing pipes, fixtures and hoses that are not common property;
 - (ix) fireplaces;
 - (x) anything introduced into the strata lot by the owner.
 - (b) any alterations or additions to the strata lot, the limited common property or the common property made by the owner, the owner's tenants, or by prior owner(s) of the strata lot;
 - (c) the freezing and bursting of pipes in the owner's strata lot or located on limited common property adjacent to the strata lot that arises from a failure to adjust the heating of the strata lot appropriately for the weather;
 - (d) any areas of limited common property that an owner is required to maintain and repair including but not limited to damage arising from a blocked drain on the deck, balcony or patio designated as limited common property for the owner's strata lot;
 - (e) any pets residing in or visiting at the owner's strata lot; and
 - (f) any children, visitors, guests or family members residing in or visiting at the owner's strata lot.
- (8) An owner is strictly liable to the Strata Corporation for any damage caused by the owner or the owner's tenants, occupants, visitors, agents, contractors or employees of the strata lot or of the owner, including the cost of repair or replacement if required, to fences, gates, doors, windows, carpeting, elevators,

sprinkler systems, common property hallways, storage lockers, parking stalls or to any common property, limited common property, common assets not specifically referenced herein.

- (9) An owner is strictly liable to the Strata Corporation for trade or service call outs, including return trade or service call outs, for investigations, repairs, maintenance, services or costs that are the responsibility of the owner related but not limited to:
- (a) unauthorized affixing of planters, canopies or awnings to common property;
 - (b) the cost of re-keying due to lost keys;
 - (c) the costs of emergency access/entry into the owner's strata lot, including forced entry by first responders and for common property repairs required due to such emergency access/entry or forced entry;
 - (d) the costs charged to the strata corporation for return visits charged by tradespersons for strata lot access when previous access was not granted or provided including but not limited to access for fire inspection, dryer vent cleaning and horizontal drain cleaning;
 - (e) the costs to clean up garbage or recycling not properly disposed of in the garbage/recycling room;
 - (f) damages to landscaping;
 - (g) the costs to clean up pet waste;
 - (h) damage caused to common property by vehicles, bicycles, scooters, wheel chairs, and skateboards; and
 - (i) for any other repairs or maintenance costs incurred which the strata council, in its reasonable discretion, determines were caused by an owner or the owner's tenants, occupants, visitors, agents, contractors or employees and for which an owner is responsible.

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) All requests to move in or out of a building that require the use of the elevator must be submitted to the Concierge office.
 - (2) Larger items that are not part of a move in or move out by an owner, occupant must be coordinated with the Concierge office.
 - (3) 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 with the Concierge office before the move proceeds in order that the elevator can be locked off and protective pads may be placed in the elevator.
 - (4) Every owner or tenant moving into or out of the building must complete a Move-in/out Form and submit it to the Concierge office. 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.
 - (5) Any cleaning equipment used for major cleaning/polishing etc. is to be accessed through the parkade level with prior arrangements with the Concierge. Suite owners will be responsible to ensure trades they hire are licensed and insured, including Worksafe BC coverage.
 - (6) A minimum of one week's notice is required to be given to the Concierge office prior to any move-in or move-out.

- (7) Moves in and out are permitted only on weekdays (excluding statutory holidays) during one of the following blocks of time: 8:00 am - 12:00 pm or 12:00 pm - 4:00 pm. Moves must be finished within the block of time allocated for the move. No moves are allowed on Saturdays, Sundays or on statutory holidays except with prior written approval of the strata council.
- (8) 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. A refundable damage deposit of \$500.00 must be paid by cash, bank draft or certified cheque to the Concierge before permission to move- in or out will be given. The Concierge 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 or move out, including moving in or out of larger items, will be assessed by the Concierge or the building manager and the cost of repairing this damage will be deducted from the aforementioned damage deposit.
- Damage in excess of the damage deposit will be charged to the strata lot owner's account.
- (9) Elevator mats, pads, and floor protectors for hallways and elevators must be installed to protect the elevator when moving any furniture.
- (10) The Owner must pay a non-refundable move-in or move-out fee of \$200.00 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.
- (11) (a) The Concierge 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 from the damage deposit.
- (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.
- (12) During the move, all lobby doors must remain closed and locked when unattended.
- (13) The Concierge 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 damage deposit; and
- (f) a receipt for the \$250.00 non-refundable move-in/move-out fee

Amenity Lounge and meeting room

- 42**
- (1) All requests to use either the Amenities Lounge and/or Meeting Board Rooms must be booked with the Concierge office. Booking request forms detail restrictions and requirements that residents must adhere to. Refer to the Concierge office for further details and information as required.
 - (2) These rooms can be booked for resident use only. A refundable \$ 500 damage deposit (by cheque) is due at time of booking request. In addition, a non-refundable \$100 Administration Fee (by cheque) is due for Amenities Lounge room booking requests.
 - (3) The room(s) will be inspected both prior to and after use. If no damage or additional cleaning is required, the damage deposit will be refunded. Any damage and/or additional cleaning that is required will be assessed by either the Concierge of the Building Manager and deducted from the deposit. Damage and/or additional cleaning requirements that occur and is more than the deposit will be charged back to the owner of the Strata Lot in question.
 - (4) Any additional costs requiring repairing any damage or cleaning the amenity room or surrounding common property over and above the damage deposit shall be levied against the owner.
 - (5) The owner or the tenant, whichever is identified as the user of the amenities lounge/meeting room, must be in attendance for the duration of the usage of the room to ensure that equipment is protected, and that all bylaws are being enforced.
 - (6) It shall be noted for clarity that the owner, their tenant and their guests, while using the amenities lounge/meeting room shall:
 - (a) Not make undue noise or do anything that is a nuisance or interferes unreasonably with the comfort of any other owner or occupant at any time.
 - (b) Not smoke in any room;
 - (c) Keep all entry and exit doors closed at all times to the rooms;
 - (d) Not litter or damage the room or any other common areas;
 - (e) Not permit any pet or animal in the room;

- (f) Not sublet the use of the room to others for any purpose, including but not limited to, commercial purposes.
- (7) While the amenities lounge/meeting room is in use, upon verbal or written complaint by another owner to the property manager or a council member of any bylaw violation, and said violation is personally confirmed by the property manager or council member, the property manager or council member may, at his discretion, verbally provide an opportunity to the person(s) responsible for the bylaw violation to correct same, or immediately terminate the exclusive-use reservation.
- (8) Decorations may be used provided that all areas of the common property are left without marks, holes, tape, and any other damage. Owners or their tenants who make use of the amenities lounge or meeting room are responsible to ensure that any tape used to attach decorations is designed to be non-marking and low tack/removable. No nails or tacks are permitted.

Respectful Environment

- 43** No owner, tenant, guest or occupant shall use profane, abusive and/or threatening behaviour or language in any regard to EPS4098 staff (includes Concierge office, Building Manager, cleaning and repair staff), Strata Manager, Strata Council members and any tradesperson working at EPS4098.

Electric Vehicle Charging

- 44** (1) An owner, tenant or occupant who uses an electrical vehicle charging station and/or any electrical vehicle supply equipment (collectively, "EVCS") in their designated parking stall to charge a vehicle:
- (a) must register their vehicle with the Concierge, by providing the make, model and license plate number of their vehicle; and
 - (b) must pay a monthly user fee to the Strata Corporation of \$45 per month for the electricity consumption of their vehicle through the EVCS, which is due and payable on the first day of each calendar month.
- (2) An owner, tenant or occupant must not use any regular (120V) common property electrical outlet to charge an electric vehicle.

Rental of a residential strata lot

- 45** (1) Before renting to a prospective tenant, an owner must comply with s. 146 of the Act by giving the prospective tenant:
- (a) the current bylaws and rules of the Strata Corporation (copies of the current bylaws and rules may be obtained from the Strata Corporation for the fees prescribed under the Act and the Regulations); and
 - (b) a Notice of Tenant's responsibilities in Form K.
- (2) Within two weeks of renting a strata lot, the owner must:

- (a) give the Strata Corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant; and
 - (b) pay the Strata Corporation the moving fee established under Strata Corporation's bylaws or rules as amended from time to time.
- (3) An owner who rents a strata lot in contravention of subsections (1) and (2) and fails to provide the Strata Corporation with a Form K signed by the tenant, or fails to pay the moving fee to the Strata Corporation, may be subject to a fine of \$200 for each 7 day period that the strata lot is rented until the prescribed documents have been provided to the tenant and the Strata Corporation.
- (4) The Strata Corporation may give the tenant notice terminating the tenancy agreement for cause under the Residential Tenancy Act, for a repeated and continuing contravention of a reasonable and significant bylaw or rule, if such contravention seriously interferes with another person's use and enjoyment of a strata lot, the common property or common assets. For clarity, a "significant bylaw or rule" includes, but is not limited to all bylaws and rules that relate to nuisance, harassment, use of and damage to property.
- (5) The Strata Corporation shall take all necessary steps to terminate a lease or tenancy that contravenes this bylaw including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs or expenses incurred by the Strata Corporation in enforcing any part this bylaw shall be the responsibility of the owner of the strata lot and shall be recoverable from the owner on a solicitor and own client basis by the Strata Corporation.



**STRATA PLAN EPS 4098
MIRAMAR TOWER C&D**

RULES

**STRATA PLAN EPS 4098
MIRAMAR TOWER C&D**

APPROVED RULES

VISITOR PARKING

Parking

- a) No Owner or Resident, may park in a visitor parking stall or in a parking stall that has not been assigned to them.
- b) Overnight Guests may park in the visitor Parking stalls but **must** check in with the Concierge to obtain your overnight stay pass.

GYM RULES

(Ratified on April 4, 2024, AGM)

- Opening hours are 5 am – 10 pm
- Closed Monday, Wednesday, Friday, from 12:30 pm to 1:00 pm for cleaning.
- Sanitize the equipment using gym wipes after use.
- Dropping weights on the floor is not allowed.
- Lower the weights slowly to reduce the noise produced by the impact.
- Proper clothing and footwear must be worn at all times.
- Excessive noise and the use of amplified sound is not permitted. Headphones only.
- 30 minutes limit if someone is waiting for cardio machine
- No pets, no food.

(Approved at Council meeting July 10, 2025)

- Commercial uses of the gym are prohibited
- Maximum 2 guests per strata lot unit are allowed in the gym

(Approved at Council Meeting November 20, 2025)

- Minimum age 16 years.
- Return weights, benches, and all equipment to their designated storage areas. Re rack weights.
- Leaving personal items is prohibited.

GARDEN PLOT RULES

(Ratified on March 31, 2025, AGM)

(Violation of these rules can result in fines being assessed and loss of amenities area use. Strata Council reserves the right to revoke amenities area privileges at any time.

- Strata Council uses lottery system in October each year to assign annual garden plots to residents.
- If gardens are not being used by June 1st, nor maintained, your plot will be reassigned to another resident. The plot is not transferable.
- Do not plant trees or shrubs.
- Garbage service and composting is not provided. Trash and organics removal is the responsibility of the resident..
- If gardens are not being used by June 1st, nor maintained, your plot will be reassigned to another resident. The plot is not transferable. *(Rule approved on April 22, 2024, Council Meeting)*

COURTYARD RULES

(Ratified on April 4, 2024, AGM)

(Violation of these rules can result in fines being assessed and loss of amenities area use. Strata Council reserve the right to revoke amenities area privileges at any time)

1. Timing:

- Courtyard hours are 5 am – 10 pm 7 days a week.
- It's accessible through the Gym.
- Noise bylaw is in effect for the Lounge and open deck area at all times but must cease completely at 10pm (Strictly enforced)

2. General Rules:

- The courtyard can be used by the residents on a first come, first served basis. It's open to all residents, no bookings allowed. **Residents do not have exclusive use of the area;** there may be other activities occurring at the same time.
- Each unit can have up to 15 guests with them when using the courtyard.
- The use of structures, tents, bouncy castles, fences, poles, stages, bleachers is **NOT** permitted.
- Excessive noise and the use of amplified sound is **NOT** permitted.

- Signage, banners, and advertisements are **NOT** permitted.
- Skateboards, scooters, and roller-skates are **NOT** permitted.
- Please ensure that the area used is left clean; put all your garbage in the cans provided.
- **No alcoholic beverages** are to be served or consumed in the courtyard at any time.
- Smoking and vaping, tobacco & marijuana are **NOT** permitted.
- Children under the age of 7 must be accompanied by an adult.
- No open fires are allowed. Use Fire Pits in the courtyard.
- Resident is personally responsible for the conduct of guests and for ensuring that the Rules/Bylaws of Miramar Village Towers C&D and other governing agencies are complied with, and the resident must be in attendance at all times when using the courtyard. The resident is responsible for any damage caused by themselves or their guests.
- Strata Corporation-owned furniture may not be removed from the courtyard. Ensure the furniture is in good order and where it belongs.
- Courtyard may not be used to provide any kind of direct healthcare services including examinations, hands-on demonstrations, or treatments (however, the sharing of information about healthcare services is permitted).
- Commercial uses of courtyard are prohibited; this includes solicitations, admission or other charges, money-raising activities, and/or sales. Delivery of direct, hands-on healthcare services is also prohibited.
- Furniture cushions are cleaned periodically and in storage between October and May each year.

3. BBQ:

- Use these facilities at your own risk. Strata corporation is not responsible for accidents or injuries.
- Persons under the age of 16 should not use BBQ unless accompanied by an adult.
- Please keep the BBQ area clean during and after use.

4. Fire Pit:

- Remove the steel cover before turning ON the Fire Pit. Please make sure the surrounding area is free from any potentially flammable items or debris.
- **DO NOT TOUCH OR MOVE GLASS FLAME GUARD**
- When in use, the Fire Pit must be attended at all times.
- Do not use Fire Pit for cooking or heating food.

- Supervise children around the Fire Pit.
 - To ensure safety, the firepits will be locked 24/7. The key to access the firepits can be signed out at the concierge office. *(Approved on September 4, 2025, Council Meeting)*
 - AFTER USE, TURN OFF THE FIRE PIT & PLACE STEEL COVER ON TOP OF GLASS FLAME GUARD TO AVOID WATER DAMAGE
5. Pets:
- **Dogs are NOT allowed on artificial grass and golf areas.**
 - Dogs to be always restrained on a lease no longer than 8ft except in the designated off leash area at north end of the courtyard.
 - Clean up pet waste.
 - If your pet becomes aggressive with others, please remove it from the courtyard immediately.

POOL AND HOT TUB RULES

(Ratified on April 4, 2024, AGM)

- No lifeguard on duty.
- Children under 7 years of age are not permitted in the hot tub.
- For the pool children under 7 years of age must be accompanied and supervised (within arm's reach at all times), by a responsible person at least 16 years of age.
- No food, gum, glass, alcohol, pets, amplified sound are permitted.
- Appropriate bathing attire is required.
- Lotions, creams, oil, soap, shampoo, hair conditioners or dyes are not permitted.
- Hot tub will be closed during inclement weather for safety.
- Maximum Hot tub temperature is 40C (104F).
- the following behaviours are prohibited:
 - a. entering the pool
 - i. with an illness, including open sores, bandages, head colds, discharging ears or noses or infected eyes, or
 - ii. without having first taken a cleansing shower;

- b. running, fighting or engaging in other conduct likely to cause an injury while in the pool enclosure;
- c. contaminating or fouling the pool;
- d. failing to immediately report to the Concierge an injury suffered while in the pool enclosure, or contamination or fouling of the pool;
- e. diving into the pool

BICYCLE STORAGE

- Owners wanting to store their bicycles in their assigned parking stall(s) must apply for permission from Council to install a floor-mount bicycle rack from a strata-approved vendor (BC Site Service). Each request will be reviewed by Council on a case-by-case basis. Interested owners are to submit a request at: <https://fsresidentialbcsupport.zendesk.com>

Cost is approximately \$300 per bicycle rack (materials + labour), and the approved model will hold 1 or 2 bicycles. If approved, owners must submit payment and provide a signed Indemnity Agreement prior to installation. Professional installation by BC Site Service is required. The rack must be installed 24" from the parking stall wall and the bike(s) are mounted horizontally along the wall on each side of the rack. V-Shape Floor Mount Bike Rack For Holding 2 Bicycles – BC Site Service