

# BYLAWS

## STRATA PLAN BCS-682

### *THE MIRO*

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# **BYLAWS**

## **STRATA PLAN BCS-682**

### ***THE MIRO***

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**Bylaws as Per AGM Held: July 26th, 2006**

#### **DIVISION 1 – Duties of Owners, Tenants, Occupants and Visitors**

##### **1. Payment of strata Fees**

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

##### **2. Repair and maintenance of property by owner**

- (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.

##### **3. Use of Property**

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan

- (f) that is in contravention of any rule, order or bylaw of The City of Vancouver applicable to the Strata Lot or that will result in any unusual or objectionable odour to emanate from the Strata Lot, or that is inconsistent with the intent of these Bylaws.
- (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.
  - (i) An owner shall not:
    - (a) use his strata lot for any purpose which may be injurious to the reputation of the building;
    - (b) make or cause to be made any structural alteration to his strata, or paint, decorate, or add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping or other services on his strata lot, or within any bearing or party wall or the Common Property without first obtaining the written consent of the strata council; and
    - (c) install any lock on any door leading to or in the strata lot without the prior written consent of the strata council.
- (3) An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.
- (4) An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any Strata Lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or member of an owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws 3.1, 3.2 and 3.3, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner.
- (5) 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.
- (6) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
  - (a) a reasonable number of fish or other small aquarium animals;
  - (b) a reasonable number of small caged mammals;

- (c) up to 2 caged birds;
- (d) two dog or two cat.
- (e) The owners of pets shall be fully responsible for their behaviour within the common property. If a pet is deemed to be a nuisance by the Strata Council, it shall be removed from the Strata Corporation within thirty (30) days. Visitors shall be informed of the rules concerning pets and residents will be responsible for clean up or damage repair should their guests bring pets into the Common Property.
- (f) No vicious dogs are permitted in any Strata Lot or on any portion of the Common Property.
  - (i) any dog that has killed or injured
  - (ii) any dog that aggressively harasses or pursues another person or animal while running at large; or
  - (iii) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting or;
  - (iv) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any dog of mixed breeding which includes any of these breeds; or any dog which has the appearance and physical characteristics predominately conforming to these standards for any of the above breeds, as established by the Canadian Kennel Club or the American Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.
- (g) The owners who have dogs, be it either a tenant or owner residing within The Miro will be subject to a one-time non-refundable dog registration fee in the amount of \$100 per dog. The proceeds of this registration fee will go to the upkeep and maintenance of the common areas of the building. A dog registry will be formed and failure to register your dog and pay the registration fee of \$100 per dog will result in a \$200 fine.

(7) An owner, tenant, or occupant shall not feed nuisance birds such as pigeons, seagulls, crows, starling and other birds from any Strata Lot or the Common Property

#### **4. Inform strata corporation**

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

- (3) Any owner of a Strata Lot who leases his lot without submitting a Form K in accordance with the Strata Property Act shall be liable to a fine of \$200.00 for every month or part thereof that a tenant is in occupancy of the Strata Lot and the Form K is not submitted.

## **5. Obtain approval before altering a strata lot**

- (1) An owner must obtain the written approval of the strata corporation before making 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 or windows 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.
  - (h) the painting of the exterior, or the attachment of sunscreens or greenhouses, or a satellite dish.

## **6. Obtain approval before altering common property**

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited Common Property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

## **7. Permit entry to strata lot**

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

- (ii) to ensure compliance with the Act and the bylaws.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) Where the Strata Corporation is required to enter a Strata Lot for the purpose of maintaining, repairing, or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot, which are capable of being used in connection with the enjoyment of any other strata Lot or the Common Property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner. The Strata Corporation shall make good any damage to the Strata Lot occasioned by such works and restore the Strata Lot to its former condition, leaving the Strata Lot clean and free from debris
- (4) Where the strata corporation or its representatives require access to a strata lot to carry out regularly scheduled inspections/servicing, such as in respect of in-suite smoke detectors, fire alarms, dryer ducts and vents, plumbing, electrical wiring or otherwise, access must be provided at the time(s) specified in the notice circulated to owners, unless other arrangements are made in advance between the owner/occupant of a strata lot and the strata council. If any such inspection/service visit has to be re-scheduled due to the failure of an owner or occupant to comply with the foregoing, it shall be done at the cost of the owner, to whose account all charges incurred as a result (including those of any forced entry that may be required) will be charged, and will thereupon become due and payable immediately.

## **DIVISION 2 – Powers and Duties of Strata Corporation**

### **8. Repair and maintenance of property by Strata Corporation**

The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
  - (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 and windows on the exterior of a building or that front on the common property;
  - (E) fences, railing and similar structures that enclose patios,
- (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 and windows on the exterior of a building or that front on the common property, and
  - (v) fences, railing and similar structures that enclose patios, balconies and yards.

### **DIVISION 3 - Council**

#### **9. Council size**

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

#### **10. Council members' terms**

- (1) The term of office of a council member ends at the end of the annual general meeting at which a replacement is elected.
- (2) A person whose term as council member is ending is eligible for re-election.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against the strata lot under the Act.

#### **11. Removing council member**

- (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

## **12. Replacing council member**

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

## **13. Officers**

- (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
  - (a) while the president is absent or is unwilling or unable to act, or
  - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

## **14. Calling council meetings**

- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if
  - (a) all council members consent in advance of the meeting, or
  - (b) the meeting is required to deal with an emergency situation, and all council members either

- (i) consent in advance of the meeting, or
  - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as possible after the meeting has been called.

**15. Requisition of council hearing**

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

**16. Quorum of council**

- (1) A quorum of 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.

**17. Council meetings**

- (1) At the option of the council, council meetings may be held by electronic means so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) 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.

## **18. Voting at council meetings**

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

## **19. Council to inform owners of minutes**

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

## **20. Delegation of council's powers and duties**

- (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount or a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
  - (a) set a maximum amount that may be spent, and
  - (b) indicate the purposes for which, or the conditions under which the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case.
  - (a) whether a person has contravened a bylaw or rule.
  - (b) whether a person should be fined and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.

## **21. Spending restrictions**

- (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

## **22. Limitation on liability of council member**

- (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgement against the strata corporation.

### **DIVISION 4 – Enforcement of Bylaws and Rules**

## **23. Maximum Fine**

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.

## **24. Continuing contravention**

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

### **DIVISION 5 – Annual and Special General Meeting**

## **25. Person to chair meeting**

- (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

## **26. Participation by other than eligible voters**

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

## **27. Voting and Quorum Requirements**

- (1) At an annual or special 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, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) If at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty minutes whereupon the adjourned meeting shall be reconvened at the same place and the persons present in person or by proxy and entitled to vote, shall constitute a quorum.

## **28. Order of Business**

The order of business at annual and special general meeting is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;

- (d) present to the meeting proof of notice of meeting or waiver of notice
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

## **DIVISION 6 – Voluntary Dispute Resolution**

### **29. Voluntary dispute resolution**

- (1) A dispute among owners, tenants, the strata corporation or any combination of them maybe 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 person 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**

#### **30. Display lot**

- (1) Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post supplied by the Strata Corporation and may not be displayed in the windows or on the balcony of a strata lot. Notwithstanding the foregoing, marketing signs of the owner Developer may be displayed on the Common Property and/or the limited Common Property or window of any strata lot owned or leased by the owner Developer at the reasonable discretion of the owner Developer.

#### **31. Strata Fees (s. 107) Strata Property Act**

- (1) Strata fees are due and payable on or before the first day of each month. Strata fees not received by the 10<sup>th</sup> day of the month in which they are due are subject to a 10% per annum interest penalty compounded annually until paid.
- (2) When arrears of strata fees exceed two monthly payments a lien will be placed by the Strata Corporation on the Strata Lot involved at the owner's expense for the total monies due; including all legal and other expenses.

#### **32. Disturbance of Others**

- (1) Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage, or other parts of the Strata Lot or the Common Property.
- (2) No barbecues other than those fuelled by propane or natural gas or electricity may be used. No owner shall operate his barbecue in a manner, which, in the opinion of the Strata Council, interferes with another owner's enjoyment of his Strata Lot. All barbecues must be kept at a minimum distance of 24 inches away from the building exterior walls. Strata Lot owners or residents are responsible for heat damage to the building envelope.
- (3) Cycling on Common Property other than the roadways is prohibited.
- (4) Carpentry or similar alterations shall be limited to the hours as allotted by the City of Vancouver.
- (5) Doors to owners strata lots are to be kept closed at all times except when entering and exiting the strata lot.

- (6) All owners and tenant shall have a right to quiet and peace in their residences at all times, therefore undue and excessive noise by an owner, tenant, guest, employee, pet or other invitee of a strata lot, including but not limited to that from appliances, machinery, sound/music systems, televisions, musical instruments and voices, is not permitted.

A quiet period shall be in force in the entire complex from 11:00 p.m. until 8:00 a.m. every day, at which time owners and everyone else on the premises are expected to take special care and attention to not make noise.

### **33. Hazards**

- (1) Fire hazards must be minimized. No item shall be brought onto or stored in a Strata Lot or the Common Property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation or which will invalidate any insurance policy.
- (2) No material substances, especially burning material such as cigarettes or matches, shall be permitted to be discharged from any window, door, patio or other part of a Strata Lot or the Common Property.

### **34. Cleanliness**

- (1) All household refuse and recycling material shall be secured in suitable plastic bags or recycling containers. The owners will comply with the City's recycling program as it is implemented.
- (2) Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual owner or resident of the Strata Lot.

### **35. Exterior Appearance**

- (1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the Common Property or the Strata Lot without prior written approval by the Strata Council.
- (2) No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the Strata Lot, without prior written consent of the Strata Council.
- (3) No laundry, clothing, bedding or other articles shall be hung or displayed from windows, patios, or other parts of the Strata Lot so that they are visible from the outside.
- (4) Draperies or window coverings that are visible from the exterior of any Strata Lot shall be cream or white in colour.

- (5) Balcony, patio and roof deck furnishings are restricted to patio furniture, barbeques and plants. For example no laundry or other like articles shall be hung or displayed so that they are visible from the outside of the building. Balconies, patios or roof decks shall not be used for the storage of bicycles, refrigerators, freezers storage boxes or cleaning materials.

### **36. Common Areas**

- (1) The Strata Council shall administer all common areas and any rules and regulations formulated by the Strata Council from time to time shall be binding upon all owners, residents and visitors.
- (2) The common facilities are for the use of residents and their invited guests only. A resident must accompany guests when using these facilities.
- (3) A resident or visitor must not smoke on common property.
- (4) Bicycles are not permitted in common areas above the visitor/P1 parkade level and cannot be transported in the elevators, and through the lobby, stairwells or hallways in the building, unless approved by the strata council in writing.

### **37. Parking**

- (1) A resident shall use only the parking stall(s) obtained by way of partial assignment of Polygon Parking Limited's right under a Parking & Bicycle Storage Locker Lease registered in the Land Title Office against title to the Common Property of Strata Corporation. Parking stalls cannot be utilized by any person who is not a resident within the Strata Corporation. An owner may only rent/lease their parking stall(s) to another owner/resident who resides within the strata corporation. A non-resident owner may utilize their assigned parking stall provided that the owner's vehicle(s) is registered with the building manager.
- (2) No major repairs or adjustments shall be made to motor vehicles on the Common Property.
- (3) Guest parking shall be permitted only in the spaces provided. Residents and/or their guests shall not use guest parking overnight without written consent of the Strata Council.
- (4) A maximum speed of 15 km/h shall apply within the Common Property.
- (5) Owners will be responsible for the clean-up of oil spills on Common Property.
- (6) No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner, which will reduce the width of an access roadway.

- (7) No vehicles exceeding 4000 kg. G.V. W. shall be parked or brought onto the Common Property without the consent of the Strata Council, except when used in delivery to or removal from the premises.
- (8) All vehicles parked or stored in the parkade must be licensed, insured and operable.
- (9) Any vehicle, which does not comply with this Bylaw, maybe be removed at the owner's expense.

### **38. Damage to Property**

- (1) An owner or resident shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or ground so as to damage them or prevent growth.

### **39. Security**

- (1) Strata Lot owners or residents are responsible for anyone they admit onto or about the Common Property, inclusive of agents, servants, licensees, or invitees.
- (2) The Strata Council shall form a Security Committee to provide guidelines for the security of individual Strata Lots, and to establish resident-based voluntary crime prevention programs such as Block Watch.
- (3) All residents are requested to stop their vehicle upon passing the parkade gate and to remain stopped until the gate closes completely.
- (4) Residents are required not to grant access to the building to any individual who does not scan their own fob at any common area door regardless of how harmless or familiar they may appear.
- (5) The maximum number of IRT's (Access Fobs) that can be purchased per unit/strata lot is four (4).
- (6) Only tenants who have completed and filed a "Form K" with the Strata Corporation and Resident Owners shall be listed on the Enterphone and each resident shall be given the choice to only have either the word "occupied" or any combinations of their first and/or last name on the Enterphone.

### **40. Moving and Resale**

- (1) It will be the express responsibility of the owner to ensure that all moves in or out by the owner or resident conform to the regulations as established by the Strata Council from time to time.

With the exception of the four (4) town homes, all moves in or out must be arranged through the building caretaker and be done between the hours of 8:00 am to 10:00 pm seven (7) days a week. All moves in or out must be done through the service corridor adjacent to the garbage storage container/recycling room. The door to the service

corridor adjacent to the garbage storage container/recycling room must not be left unattended when propped open.

- (2) Advertising for the resale or rental of a Strata Lot shall only be permitted within the boundaries of the Strata Corporation on Directory Trees, which shall be located, supplied and maintained by the Strata Council.
- (3) With the exception of the four (4) town homes, a \$200.00 move-in fee will be charged to the strata lot owner upon any change of occupancy.
- (4) Contravention of Bylaw 40(1), 40(2) and 40(3) is subject to a \$200.00 fine.

#### **41. Changes to Strata Lots**

- (1) An owner or owners may, with the prior written approval of the Strata Council, make changes to the floor finishing of their strata lot from carpet to any hard surface floor finish (e.g.: tile or hardwood flooring) and the council shall give due consultation to the issue of sound transmission between strata lots.
- (2) An owner or occupant of a strata lot which already has hard floor surfaces such as wooden floors or tile in a strata lot at the time this bylaw was passed must take all reasonable steps to satisfy noise complaints from residents within audible range, including without limitation:
  - (a) ensuring that no less than sixty percent (60%) of such hard floor surfaces, excepting only kitchens, bathrooms, laundry rooms and entry areas, are covered with area rugs or carpet unless otherwise dictated by a medical condition;
  - (b) avoiding walking with hard shoes or dragging furniture or other heavy objects across such floor surfaces;
  - (c) chair legs should be fitted with felt pads;
  - (d) avoiding activities that will cause unnecessary noise such as, bouncing balls, dancing and stomping of feet; and
  - (e) any noise inducing equipment should be separated from the floor with adequate cushioning.
- (3) Any alteration to a strata lot or to common property that 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. An owner who receives approval will be liable for all costs connected to the alteration, including the cost of repairing and maintaining the alteration and the cost of repairing and maintaining the common property or a strata lot if such repair is required as a result of the alteration. An owner who receives approval may be required by the council to sign an Assumption of Liability Agreement.

- (4) The owner will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits is a condition of the council's approval.
- (5) 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, and
  - (c) the effects of rain and weathering, staining, discoloration.
- (6) 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 his responsibility.
- (7) On the sale of a strata lot, owners must include 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 new owner.
- (8) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.
- (9) The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The council may include specified supervision or inspection as a requirement of approval.
- (10) Work on alterations shall be limited to between the hours of 8:00 a.m. and 8:00 p.m. Monday through Saturday, inclusive, except for statutory holidays.

#### **42. Leasing Requirements**

- (1) An owner must:
  - (a) provide the Strata Corporation with a true and complete copy of every written tenancy agreement (as defined in the Residential Tenancy Act (British Columbia) as amended or replaced); and

- (b) cause the tenant to execute a Form K – Notice of Tenant’s Responsibilities as provided in the Strata Property Act (British Columbia), as amended or replaced, prior to his or her occupation of the strata lot and provide the Strata Corporation with a copy thereof.
- (2) Strata lots shall not be rented for a period of less than 6 months. No more than 3 tenants per one bedroom and 4 tenants for two bedroom suites, penthouses and town homes.

#### **44. Small Claims**

- (1) Pursuant to section 171 of the Strata Property Act, the council, on behalf of the strata corporation, may commence a proceeding under the Small Claims Act against an owner or other person to collect money owing to the strata corporation without further authorization from the strata corporation. The council may commence the proceedings to collect monies owing to the strata corporation for any reason, including but not limited to monies owing by an owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The council has full authority to negotiate a settlement or discontinue the action.

#### **45. Severability**

- (1) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.

#### **46. Illegal Use of Strata Lot Prohibited**

- (1) The owner of a strata lot shall not permit it to be used for any purpose that is prohibited by any law, regulation or bylaw, whether federal, provincial or municipal; or in any way that contravenes these bylaws or the rules of the strata corporation, or which, in the opinion of the strata council acting reasonably, is injurious to the good reputation of the strata corporation. Without in any way limiting the generality of the foregoing, this includes producing or trafficking, or both, any controlled substances within the meaning of the Controlled Drugs and Substances Act.

- (2) Where a strata lot is rented in accordance with Bylaw 42 – Leasing Requirements, it is the responsibility of the strata lot owner to be in contact with the tenant and ensure that the strata lot is inspected on a regular basis, and in any event no less than once every six (6) months, to ensure that there is no illegal activity taking place within the strata lot as described in Bylaw 46 (1), and upon request of the strata council to provide written confirmation to the strata council that the inspection took place.
- (3) Where a strata lot is used in a manner prohibited by this bylaw, the strata corporation may also charge back to, or sue to recover from, the owner of the strata lot all costs resulting from any loss, liability or damage to other strata lots in the strata corporation and their contents, owners and occupants, and/or to the common property or common assets of the strata corporation, whether or not the owner is or was aware of such prohibited use of the strata lot.
- (4) Where a strata lot is used in a manner prohibited by this bylaw, the owner of the strata lot may be fined up to \$200 per infraction. For so long as the contravention continues, the owner may be fined every seven days.

#### **47. Privacy Policy**

The Miro adheres to the BC *Personal Information Protection Act*. PIPA sets out how BC organizations, including corporations (including strata corporations), sole-proprietorships, partnerships, and non-profit organizations, may collect, use and disclose personal information about individuals.

Under PIPA:

- (1) The strata corporation may collect, from time to time, certain personal information of owners, tenants, and occupants including:
  - (i) the name, home address, and home telephone and/or cell phone numbers of owners, tenants and occupants
  - (ii) banking information, in the case of owners, for payment of strata fees
  - (iii) video images and voice recordings obtained during the use and operation of the video surveillance system (VSS) installed or to be installed in the building by the strata corporation in the following locations, with signage noting the operation and monitoring and operational 24 hours a day, 7 days a week:
    - (a) Exterior entrance/exit locations for pedestrian and vehicle traffic
    - (b) Interior entrance/exit locations in common areas
    - (c) Common activity areas such as gym and lounge and library
    - (d) As needed in other interior/ exterior common property or limited common property areas to address security, physical safety illegal actions, or bylaw infractions
    - (e) Elevators
  - (iv) information and data recorded and collected during the use and operation of the access control system (e.g., key fobs) installed in the building that monitors access to and from the common areas of the building 24 hours a day, 7 days a week

- (2) *Personal information recorded and collected* will not be disclosed to any person, other than: *the building manager; the strata corporation's strata agent; elected members of the strata council during the course of exercising the powers and performing the duties of the strata corporation; the strata corporation's legal counsel; or law enforcement personnel, except:*
- (i) when required or authorized by law to do so
  - (ii) when disclosure is consented to in writing by an owner, tenant, or occupant
  - (iii) to up-date banking or financial records
  - (iv) when required to collect outstanding strata fees
  - (v) during the course of a criminal investigation involving vandalism to or theft of common property or common assets of the strata corporation, vandalism to or theft of personal belongings of owners, tenants, occupants, visitors and invitees, or the physical assault of an owner, tenant, occupant, visitor, or invitee
- (3) The strata corporation will take all reasonable precautions to ensure that personal information is kept safe from loss, unauthorized access, modification or disclosure.
- (4) This bylaw authorizes the collection of personal information using the video surveillance system and access control system for the following purposes only:
- (i) to monitor access to and from the common property areas of the building
  - (ii) to protect personal property of owners, tenants, occupants, visitors and invitees
  - (iii) to protect common property and common assets of the strata corporation
  - (iv) to protect the security and physical safety of owners, tenants, occupants, visitors and invitees to the building
- (5) Personal information collected from the use and operation of the video surveillance system and access control system will be retained by way of electronic data storage for up to 3 days on the strata corporation's computer data storage system at which time the personal information recorded and collected will be recorded over.
- (6) Requests for access to view a specific individual's personal information, including access to view those portions of the video surveillance or access control system that contain personal information for the individual requesting access, must be made in writing and delivered to the strata corporation's strata agent. Access to the specific individual's personal information, other than personal information recorded and collected using the video surveillance system and the access control system, will be made available in the presence of an elected member of the strata council or the strata corporation's strata agent, within 14 days from the date of the request and copies of personal information will be provided and a reasonable fee will be charged for the copies of the personal information. Personal information recorded and collected using the video surveillance system and the access control system will, provided that the personal information has not previously been recorded over, be made available for inspection within 24 hours from the date of the request and a reasonable fee will be charged for the inspection of that personal information.