



"MIRAVISTA"

The Owners, Strata Plan KAS 3488

SCHEDULE OF CONSOLIDATED BYLAWS

[Updated at October 24th, 2023, AGM]

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

Payment of strata fees

- 1 The strata Corporation's schedule for the payment of strata fees shall provide:
 - (1) For the purpose of the monthly strata fee that:
 - (a) the strata fees are to be paid by an owner on or before the first of the month to which the strata fee relates; and
 - (b) shall be deemed to be the amount for each strata lot based on the approved annual budget from time to time, including any amendments, and calculated based on the unit entitlement formula
 - (2) For purposes of the special levy that;
 - (a) the special levy shall be deemed to constitute a strata fee of the strata corporation for purposes of this bylaw;
 - (b) shall be deemed to be in the amount for each strata lot specified in a special resolution approved by a $\frac{3}{4}$ vote of owners from time to time, including any amendments, and calculated based on the unit entitlement formula;

(c) shall be deemed to be due and payable on or before the date specified in a special resolution approved by a ¾ vote of owners pursuant to s. 108. SPA

The strata corporation may charge an owner who is late paying his/her strata fees, (comprised of the monthly strata fee and any special levy) interest at the rate of 10% per annum or the maximum rate of interest stipulated in the Regulations to the Strata Property Act from time to time

- (3) The interest payable on a late payment of strata fees is not a fine and shall form part of the strata fees for the purpose of s. 116 SPA
- (4) The strata corporation may charge interest and levy a fine for the late payment of strata fees
- (5) A unit owner in default of the payment of common expenses, strata fees, special levies, interest, fines and any other amounts owing pursuant to the Strata Property Act (the "Arrears") shall reimburse the strata corporation and save it harmless against any and all costs and expenses required to collect such Arrears, including legal costs, comprised of fees, taxes disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

For purposes of section 133(2) of the Strata Property Act, "reasonable costs of remedying the Contravention of the strata corporation's bylaws or rules shall be interpreted to include, but not be limited to, legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

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 next following the date on which the legal expenses are incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of the payment of the monthly assessment.

Payment for Strata Fees will be in the form of 12 post-dated cheques or Pre-Authorized Debit (PAD) and must be received within 10 days of the distribution of the Minutes from the Annual General Meeting.

- (6) If after ninety (90) days, a strata lot's account has an outstanding negative balance, a fine of a hundred (\$100.00) dollars can be applied to the account.

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.
- (3) The parking spaces or any other area of the common property shall not be used for the major repair of a motor vehicle. Each owner of a strata lot shall be responsible for the cleaning up of oil spills or other debris within his designated parking space. An owner shall be responsible for cleaning up of oil spills or other debris in the common property if caused by his motor vehicle or a motor vehicle owned by a resident or visitor of his strata lot. If the owner fails to clean (or arrange for the cleaning of) the area after reasonable notice has been given by the council or its managers, then the council can arrange for such cleaning and charge the cost back to the owner of the applicable strata lot.

CA2973841	2013 01 30	CA3471941	2013 11 25	CA4182101	2015 01 15	CA6496078	2017 12 07
CA7215521	2018 11 28	CA7885347	2019 12 05	CA8574451	2020 11 17	CB1020078	2023 10 24

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) (1) An owner, tenant or occupant must not have any pets or other animals within a strata lot, on common property, limited common property, or on land that is a common asset other than one or more of the following:
- (a) one tank up to 20 gallon capacity containing plants, fish or other small aquarium animals;
 - (b) up to 2 small caged animals, excluding mice, rats, reptiles, snakes, scorpions, or spiders;
 - (c) up to 2 caged birds, excluding large members of the parrot family;
 - (d) up to one dog or one cat which must not be of a breed which is known to normally exceed 18 inches height at the shoulder when fully grown, and which must be licensed in accordance with municipal requirements.
 - (e) Pet sitting is permitted for a maximum of 2 weeks at a time, to a maximum of two dogs or two cats or a combination of one dog or one cat in a unit, on no more than 3 separate visits per calendar year. Any pet sitting has to be reported to the building manager prior to the pet sitting, including the dates the additional pet will be onsite.
- (2) A pet is only allowed on common property, including limited common property, subject to the following conditions:
- (a) The pet is securely leashed on a lead no longer than 6 feet or properly secured within an appropriate container.
 - (b) The pet is under the control of a responsible owner, tenant, occupant or visitor at all times when on common property.
 - (c) The responsible owners, tenant, occupant or visitor must make reasonable efforts to ensure that their pet does not deposit solid waste within the boundaries of the strata plan and the responsible owner, tenant, occupant or visitor must immediately clean up after the pet.
 - (d) The responsible owner, tenant, occupant or visitor must ensure that the pet does not create a disturbance.
 - (e) The responsible owner, tenant, occupant or visitor must ensure that the pet does not enter onto limited common property assigned for the exclusive use of another owner.

- (3) It is the responsibility of each strata lot owner to ensure that the pets belonging to the owner or their co-occupants, tenants, agents, invitees, guests and/or visitors shall not cause a nuisance to any resident, damage to any strata lot, common property, or personal property, or injury or death. The strata lot owner must fully indemnify the Strata Corporation for any liability incurred as a result of the pet's presence within the bounds of the strata plan, including the Strata Corporation's legal costs on a "solicitor and own client" basis.
- (4) If the Strata Council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the Strata Property Act. At the end of the hearing, the Strata Council may take no action, fine the owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing. The Strata Corporation reserves the right, at Council's discretion, to require that a pet be removed from a strata lot in cases where a pet has been responsible for more than three violations under this bylaw, or where the pet has harmed any person.
- (5) Notwithstanding the foregoing, it is not the purpose of this bylaw to encourage or compel any person to disrupt the natural movement or inhabitation of outdoor portions of the strata plan by wild animals, however no owner, tenant or occupant may feed birds or other wild animals from any part of the strata plan, or otherwise encourage or discourage their presence - except as permitted by law and with the written permission of the Strata Council.
- (4) An owner, tenant, or occupant of a strata lot:
- (a) Save and except federal, provincial and municipal election advertising posters, shall not display any signage on windows or balconies of the Strata Lot or any common property, except for such centralized location chosen for that purpose by the Strata Council.
 - (b) Is prohibited from tinting any windows or patio doors.
 - (c) Shall not place any bird feeders or hang wind chimes on any balcony or patio.
 - (d) May hang flower baskets on any balcony or patio, such that the basket does not overhang the edge of the balcony or patio.
 - (e) Shall not place satellite dishes or hot tubs on the deck.
 - (f) Shall not place or hang, upon or from any door or window, any drape or liner other than 2" venetian blinds which are coloured other than off-white or bone visible from the exterior.
 - (g) Shall not use live Christmas trees or boughs on the common property, limited common property or within a strata lot.
- (5) Any business that involves customer/client visits coming to the buildings and/or strata lots is not permitted. Only business that can be conducted over the phone or the computer is permitted.
- (6) Grocery carts, and bicycles, inline skates, skateboards, scooters or similar equipment are not

to be ridden or used within common property, and are not permitted in stairways at any time. Nothing within this bylaw shall be construed as preventing the use of a mobility device by a person with a physical disability related to mobility.

- (7) The Strata corporation is responsible for the smoke and heat sensors in each building. These devices are checked yearly and are replaced at the strata's expense. Residents are required to provide access to their suite for this inspection of their sensors. If an owner fails to provide access, they will be held responsible for the cost of retesting and may be fined for a bylaw contravention.

(8) OUTDOOR BARBECUES / FLAMMABLES AND STORAGE

Prior to use, BBQ's must be moved from against the building to the outer extremity of the balcony or patio.

Outdoor Barbecues and other cooking appliances using canisters of kerosene, charcoal, briquettes, wood or woodchips, or similar flammable fuels used in such appliances are not permitted to be stored or used within the bounds of the strata plan. Only a barbeques using an approved propane tank or an electric grill may be kept and/or operated on a balcony, patio or deck on the condition that such operation is in strict compliance with the appliance manufacturer's recommendations and instructions, the appliance is under direct observation of the at all times while it is lit or in operation, and that the appliance is not within 100 centimeters of any exterior wall during operation, or while hot. Further, no extra fuel tanks may be stored within the bounds of the strata plan including within the interior of a strata lot, deck or patio(s), parking stall, storage locker of any area of limited common property, or common property. All gas and propane valves must be correctly closed when such appliances are not in present use.

No gas fire pits using propane, or any fuel is permitted on a deck or balcony of limited or common property anywhere in the Strata complex.

- (9) Quiet Time is the hours between 11:00 PM and 7:00 AM each and every day.

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.
- (3) Before an owner or landlord rents all or part of a residential strata lot, the landlord must give the prospective tenant: the current bylaws and rules and a "Notice of Tenant's Responsibilities" in the prescribed form (Form K). An Owner or landlord must provide Strata Council (or Strata Manager) with a Form K signed by the Tenant within 2 weeks of the beginning of the rental/tenancy. Anyone "house sitting" for one month or longer, constitutes a "rental" for the purposes of this bylaw.

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, which include but are not limited to: flooring type, cabinets, original fixtures as purchased from the developer, etc.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
 - (3) This section does not apply to a strata lot in a bare land strata plan.
 - (4) Except for the replacement of wall to wall carpeting with wall to wall carpeting, the written approval of the Strata Council must be obtained prior to the installation of any other flooring material. Changes to the flooring materials will be considered by the Strata Council on the basis of whether, in the reasonable opinion of the Strata Council, they will minimize the transmission of noise to other strata lots in the building. A sound suppression membrane with an acoustic rating of STC75 and IIC Insulation Class rating of 73 or greater must be installed under any such flooring as laminate or engineered hard wood. The requirements for Vinyl Flooring products must have an IIC rating of 62+ literature of the product and a sample must be supplied to Council, along with the application form must be given to the Strata Council or Strata Manager prior to installation.

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 & Eligibility for Council

- 9** (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) The only persons who may be council members are the following:
- (a) owners;
 - (b) spouses of owners;
 - (c) individuals representing corporate owners;
 - (d) tenants who, under section 147 or 148 of the Act, have been assigned a landlord's right to stand for council;
- (3) Subject to Section 28, no person may stand for council or continue to be on council with respect to a strata lot if the strata corporation has registered a lien against that strata lot under section 116 (1).

Council members’ terms

- 10 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.

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.

Requisition of council hearing

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

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.

- (1) The council minutes can be either mailed to owners or made available on the strata management website (if available). Owners will be responsible for downloading the minutes upon notification that minutes are available, if they need to keep their own copy for historical reference. Notification may be done by posting a notification on the bulletin boards of each building for the onsite owners and by mail notification to the offsite owners.

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.
 - (a) If a proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting, the strata corporation may only make the

expenditure in accordance with this bylaw.

- (b) Subject to subsection 98 (3) of the Strata Property Act, the expenditure may be made out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year is less than 5% of the operating budget approved at the last annual general meeting.

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** 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,
 - (c) \$500 for each contravention of a Rental Restriction Bylaw.

Continuing contravention

- 24** (1) 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.
- (2) In accordance to Section 171 (4) of the Act, the Strata Corporation authorizes the Strata Council to undertake a Small Claims Action to collect money owing to the Strata Corporation, including Strata Fees, outstanding interest charges, and Fines, without prior approval of the Strata Corporation.
- (3) The Strata Corporation shall give notice of such plan of action to the relevant Owners/Tenant and mortgage, if that mortgagee has provided to the Strata Council a Mortgagee’s Request for notification (unexpired) on the prescribed form. The notice given by the Strata Council shall be in accordance with Sections 61 and 112(1) of the Act.
 - (a) A special resolution of the unit owners to bring a suit against an owner or other person to collect money owing to the strata corporation under the Small Claims Act, including money owing as a fine, is not required pursuant to this bylaw.

The strata council is hereby authorized in its sole discretion to authorize legal proceedings in Small Claims Court to collect money owing without the requirement for a further vote or approval of the unit owners at a general meeting, but that legal fees associated with the Small Claims action shall not exceed \$2,000.

Division 5 – Annual and Special General Meetings

Person to Chair the Meeting and Quorum for annual or special general 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.
- (4) Subject to Section 48, a quorum for an annual or special general meeting is eligible voters holding 1/3 of the strata corporation's votes, present in person or by proxy.
- (5) Subject to Section 48, if within 10 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting stands adjourned to 15 minutes from the originally appointed time at the same place but, if at the time to which the meeting is adjourned a quorum, described in subsection (4) is not present the eligible voters present in person or by proxy constitute a quorum.

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.
- (8) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if the Strata Corporation is entitled to register a lien against that strata lot under section 116 of the Strata Property Act.

Order of business

- 28 The order of business at annual and special general meetings is as follows:

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

Division 6 – Voluntary Dispute Resolution

Voluntary dispute resolution

- 29** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or.
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Marketing Activities by Owner Developer

Display lot

- 30** (1) An owner developer who has an unsold strata lot may carry on sales functions that relate

to its sale, including the posting of signs.

- (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.

Division 8 – Miscellaneous

Severability

- 31** 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.

Move-in Procedure

- 32.** (1) The fee to move into the complex shall be \$200.
- (2) That the building manager must be informed of a move-in or move-out at least 48 hours prior to the move.
- (3) If the building manager is not informed as required by Moving Rule 2, the resident may be restricted from moving in/out and/or be subject to fines.
- (4) Moving in/out is only permitted between the hours of 8:00 a.m. and 9:00 p.m.
- (5) Only one moving van per driveway will be permitted at any one time. The combined overall length of the vehicle may not exceed 40 feet.
- (6) if a vehicle is blocking emergency access, the vehicle must be removed immediately upon request of council or the building manager. Failure to do so may result in the vehicle being towed at the owner's expense.
- (7) Moving in or out through emergency exit doors is not permitted. Moving must be conducted through the front doors.
- (8) Every resident moving into Miravista will receive a copy of the moving procedures upon notification to the building manager. The moving procedures must be followed at all times.
- (9) Doors must be attended at all times during the move.

Borrowing for Insurance

- 33.** Pursuant to section 111 of the Strata Property Act, the Strata Council is hereby authorized to borrow funds for the purpose of paying the annual insurance premium over a period not to exceed 12 months, inclusive of full repayment of principal and interest.

Division 9 – Security and Personal Information

Video Surveillance

- 34** (1) The common property of the Strata Corporation is subject to video surveillance for the purpose of recording the activities of owners, tenants, occupants, guests, and the general public in public common areas of the building. No audio recording capability is included or implemented with respect to the surveillance equipment.
- (2) Notices will be posted advising the public of ongoing video recording.
- (3) The video surveillance system will operate 24 hours per day, seven days per week and will

be used to record all activities in the common areas of the Strata Corporation for the purpose of obtaining usable evidence of illegal acts and/or infractions of the bylaws of the Strata Corporation and the cause of any damage to property, or other loss or damages, including verification of identity of persons responsible and potential witnesses.

- (4) The recordings may be used as evidence of bylaw infractions, evidence of criminal acts, or may be used as evidence to determine responsibility for injury, damage to property, or other facts at issue in Court, Arbitration or any other hearing or dispute resolution proceedings.
- (5) The video surveillance recording system as outfitted from time to time will include a number of cameras and a central recording system which will be kept in a secure locked location and will be password protected for access only by current members of Council.
- (6) The recordings will be stored by the digital recording device and may be saved indefinitely, transferred to permanent storage media, or overwritten as new data is stored on the device - all in accordance with the purposes of this bylaw.
- (7) Recorded data which is no longer required for any valid purpose must be securely destroyed after 1 year unless:
 - (a) A copy of the recording was provided to a third party, in which case it must be retained indefinitely,
 - (b) The Strata Council decides to preserve recordings from a specific incident or series of incidents and that decision is recorded in the minutes. Such a decision must record the period of time for which the recordings will be preserved.
- (8) No owners, third parties or other person will be entitled to view or receive a copy of video surveillance recordings, except as contemplated by the bylaws or required by law.

Key Fobs

- 35**
- (1) Access to the common areas of the strata plan is controlled by use of Key Fobs, which may include the ability to record the time and area accessed by each Key Fob bearer.
 - (2) The data recorded by the key fob system may be used alone or in conjunction with video recordings as evidence of bylaw infractions, evidence of criminal acts, or may be used as evidence to determine responsibility for injury, damage to property, or other facts at issue in Court, Arbitration or any other hearing or dispute resolution proceedings.
 - (3) The recordings will be stored by the digital recording device and may be saved indefinitely, transferred to permanent storage media, or overwritten as new data is stored on the device - all in accordance with the purposes of this bylaw.
 - (4) Recorded data which is no longer required for any valid purpose must be securely destroyed after 1 year unless:
 - (a) A copy of the data was provided to a third party, in which case it must be retained indefinitely,
 - (b) The Strata Council decides to preserve data from a specific incident or series of incidents and that decision is recorded in the minutes. Such a decision must record the period of time for which the data will be preserved.
 - (5) No owners, third parties or other person will be entitled to view or receive a copy of video surveillance recordings, except as contemplated by the bylaws or required by law.

Disclosure of Recordings and Access Data

- 36 (1) Video recordings and key fob access data collected or recorded pursuant to this division may be viewed or disclosed only under the following circumstances:
- (a) Review may be conducted at any time by any current Strata Council member in furtherance of their legitimate duties to the Strata Corporation.
 - (b) A copy may be made, retained and used internally with respect to any time period, incident or series of incidents, as directed by majority vote of the Strata Council in furtherance of their legitimate duties to the Strata Corporation as determined in the sole discretion of the Strata Council.
 - (c) Disclosure of a copy must be made pursuant to a Court Order, Subpoena, Warrant or equivalent authorization – including any valid demand for inspection or production of relevant documents pursuant to Court Rules, or Rules of Arbitration or equivalent proceedings – in accordance with the terms of the authorizing document, order or rule.
 - (d) By any person making a request to review or obtain a copy of that person’s own personal information as recorded, provided that the consent of any other individuals recorded contemporaneously are obtained.
 - (e) A copy may be made, kept, used and/or disclosed to a third party if the Strata Council determines by majority vote that disclosure is consistent with the purpose of this bylaw, and is in the best interests of the Strata Corporation or any owner or occupant.
 - (f) Without limiting any of the foregoing, information, data, a recording or a copy of a recording collected pursuant to this Division may be made, retained, used and/or disclosed if the Strata Council determines by majority vote that the copying, retention, use or disclosure is permitted or required by law.
 - (g) Without limiting any of the foregoing, a recording or a copy of information, data or, a recording collected pursuant to this Division may be made, retained, used and/or disclosed if the Strata Council determines by majority vote that the copying, retention, use or disclosure is necessary to preserve the interests of the Strata Corporation or any owner, tenant or occupant by advancing a criminal or regulatory complaint, a civil claim or an insurance claim.
- (2) Recordings or copies of recordings disclosed to a third party pursuant to this bylaw may be used, retained and disclosed by other parties in accordance with their privacy policies.
- (3) Any party requesting an appointment to review or copy any data or recording kept pursuant to this Division for any purpose other than a purpose of the Strata Corporation is responsible to pay in advance the reasonable expenses of the Strata Corporation related to that request regardless of whether the review provides the data requested or not. The Strata Corporation is not required to review or copy the video surveillance recordings if the person making the request refuses to pay the costs as outlined above, absent a Warrant, Court Order Subpoena or similar requirement binding upon the Strata Corporation.
- (4) A log will be kept by the Strata Corporation to record any person who accesses, reviews or copies any data or recording kept pursuant to this Division, including the date and time of access, the full name of the person accessing the data or recording, the date and time of the data or recording, the purpose of access and whether or not a copy was obtained.

Insurance & Indemnity

37. (1) An owner is deemed to be responsible for any loss or damage caused to the common property, limited common property, common assets or to any strata lot, personal injury, death or any other loss or damage; where the original cause of any such loss or damage originated within the owner's strata lot or an occupant's vehicle and to the extent that the loss or damage is not fully paid from the proceeds of an insurance policy.
- (2) An owner is also deemed to be responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, personal injury, death or any other loss or damage; where the cause of any such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, occupants, employees, agents, visitors or invitees, and to the extent that the loss or damage is not fully paid from the proceeds of an insurance policy.
- (3) If any loss or damage deemed to be the responsibility of an owner under subsection (1) and/or (2) of this bylaw results in a claim against any insurance policy held by the Strata Corporation; that owner is strictly liable to reimburse the Strata Corporation for the full amount of any insurance deductible, any portion of insurance coverage declined and/or any amount by which the loss or damage exceeds the insurance coverage. That owner shall indemnify and save harmless the Strata Corporation for these amounts.
- (4) If any loss or damage deemed to be the responsibility of an owner under subsection (1) and/or (2) of this bylaw does not exceed the insurance deductible for an insurance policy held by the Strata Corporation; that owner is strictly liable and shall fully indemnify and save harmless the Strata Corporation for any resulting expense for maintenance, repair or replacement rendered necessary, which it is the Strata Corporation's responsibility to perform.
- (5) If an owner is deemed or determined to be responsible for any insurance deductible, any loss or damage to the common property, limited common property, common assets or to any strata lot, personal injury, death or any other loss or damage whatsoever pursuant to these bylaws, the owner must fully indemnify the Strata Corporation for all reasonable legal expenses incurred in relation to defending any related claim against the Strata Corporation, and/or prosecuting any claim made against the owner, such indemnity to be on a solicitor and own client basis, including legal fees, disbursements, expenses, taxes, filing and/or Court fees, all on a full indemnity basis.
- (6) Owners are responsible to ensure that their strata lot interior is maintained at a minimum temperature of 10 degrees centigrade, year round. Any water pipe leak, burst or any other loss or damage whatsoever which the Strata Council reasonably determines resulted from or is contributed to by an owner's failure to comply with this bylaw shall constitute loss or damage which is deemed to be the responsibility of that owner pursuant to these bylaws, whether the loss or damage occurs within that owners' strata lot, within adjacent common property, or within an adjacent strata lot.
- (7) The Strata Corporation may arrange emergency damage mitigation and restoration where damage has been done within a strata lot, and the costs of gaining access to the strata lot, and preventing further damage may be paid as a common expense of the Strata Corporation until such a time as the Strata Council is able to determine whether the expense will be:
- (a) Covered by strata insurance;
 - (b) Treated as a common expense of the Strata Corporation;
 - (c) Charged back to the owner of the affected strata lot; or

- (d) Charged back to the strata lot where the source of the damage originated.

The final determination with respect to the assignment of the expense shall be made by the Strata Council subject to the bylaws relating to responsibility for repair and maintenance as well as insurance and indemnity.

Marijuana Cultivation

38. Notwithstanding any other bylaw or rule of the Strata Corporation and despite any legalization or decriminalization: marijuana production within a strata/condominium development has the potential to cause disturbing odors, mold proliferation and/or other risk and insurability concerns. Therefore, cultivation (growing) of marijuana plants, and/or processing or production of marijuana products is prohibited within the bounds of the strata plan except that:

Legally permissible, small scale preparation of marijuana for personal use or consumption by a resident is permitted, provided that no marijuana plants are cultivated (grown) within the strata plan and if preparation does not cause damage to the property, insurable risk or any disturbance whatsoever. It is the responsibility of the residents to ensure that such issues are strictly avoided.

Division 10 – EV Charging

Electric Vehicle (EV) Charging System, Equipment, and Maintenance

- 39.** (1) An owner, tenant, occupant, or visitor shall not connect or permit the connection of an electric vehicle, gasoline-electric hybrid powered vehicle, or a similar vehicle that they own or have care and control of to the common property electrical system without first entering into a valid Electric Vehicle Charging System User Agreement with the Strata Corporation.
- (2) The Strata Corporation may establish a fee related to the issuing and associated permissions for an Electric Vehicle Charging System User Agreement.

CA2973841	2013 01 30	CA3471941	2013 11 25	CA4182101	2015 01 15	CA6496078	2017 12 07
CA7215521	2018 11 28	CA7885347	2019 12 05	CA8574451	2020 11 17	CB1020078	2023 10 24