

# EPS1231 THE MARK BYLAWS

## NOTICE

The attached bylaws for EPS1231 are in addition to those bylaws contained in the Strata Property Act of B.C. In addition to bylaws, there could also be “Rules and Regulations” which are not registered at the Land Title Office, but are attached herein. **For legal purposes, you should obtain a true copy of the bylaws from the Land Title Office.**

## **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) Monies received from owners will first be applied against any outstanding fines, late penalties, or other charges, which are defined as charges resulting from Bylaw infractions, and secondly to strata fees or special levies due.
- (3) Each Owner shall give the Corporation or its Property Manager either (a) twelve (12) consecutive monthly post-dated cheques for Strata Fees for the fiscal year of the Corporation, dated as of the first day of each month, or (b) written authorization for monthly automatic debits from the Owner's bank account for any Strata Fees and special levies. The failure of an Owner to comply with this section will result in fines of 10% interest per annum being assessed.

### **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.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts

of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following unless prior approval has been obtained from Strata Council:
  - (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) one dog and one cat or two dogs or two cats;
  - (e) **DELETED**
  - (f) all pets are prohibited from the 9th floor outdoor amenity area (BBQ, spa, pool, etc.)

#### **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.

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

- (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.
  - (h) the painting of the exterior, or the attachment of sunscreens or

- greenhouses; or
- (i) limited common property, including balconies, decks, roof decks and garden and landscaped areas.
- (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 and to indemnify (and provide for indemnity by all future owners of the strata lot) and hold harmless the strata corporation for any damage to common property, limited common property, other strata lots and for future costs concerning the alteration.
  - (3) An owner intending to apply to the strata corporation for permission to perform or authorize an alteration shall submit, in writing, detailed plans, specifications and a written description of this intended work. A conditional approval of work may be granted, subject to all necessary government approvals and permits being obtained and copies thereof provided to the strata corporation.
  - (4) Any structural alterations require a report by a structural engineer along with drawings of the changes. The costs of such report shall be borne by the owner. For purposes of this bylaw, “Structural Alterations” means changes, additions or deletions to walls, ceilings, floors, windows or doors that adjoin load bearing or party walls of a strata lot or structural modifications of the building, common property or limited common property. Any alterations to wiring, plumbing, piping or other services shall comply with all building codes and shall not affect another strata lot or common property. Installation of any hard floor covering (wood, tile or other) must be on top of an underlayment to prevent sound transmission. The underlayment must have a STC (Sound Transmission Class) rating of greater than 71 in the case of cork and greater than 71 (with a IIC of greater than 71) if “silent step” is used. Proof of purchase and the STC and IIC ratings must be furnished to the property manager and council before installation.
  - (5) If approval is granted for an alteration, work shall commence within thirty (30) days after approval and be completed within ninety (90) days after approval or prior approval is obtained from the Strata Council.
  - (6) All alterations shall be of a class and quality consistent with the initial construction of and within the strata lot, shall be done according to all applicable codes and regulations and the owner shall furnish the strata corporation with copies of all permits issued for the alterations.
  - (7) All work shall be performed only during the following days and hours: Monday through Saturday from 9:00 a.m. to 5:00 p.m. and never on Sunday or statutory holidays.
  - (8) Except for the passage of workers without tools, equipment, supplies or materials, the coming and going of all workers, contractors and employees of the owner, the use of common property for transportation or passage of tools, equipment, supplies or materials and the use of building elevators, loading docks, passageways and other areas shall be under the supervision and control of the

resident or building manager by advance appointment and at the expense of the owner.

- (9) The owner of the strata lot shall be responsible for any damage to or soiling of the common property, building, elevators, passageways or other areas caused by the work, workers, contractors or employees of the owner. Accordingly, before the start of any work on the alterations, the building manager will conduct a “walk through” of all such areas with the owner to determine the condition of those areas. After completion of the alterations, the building manager will similarly conduct a “walk through” of all such areas with the owner to determine if any damage or soiling was caused by the work or alterations. In case of any damage or soiling, the owner shall reimburse the reasonable cost of repairs or cleaning within ten (10) days after receiving a billing therefor from the strata corporation. Those persons or entities performing the alterations shall take all due care and preventive measures (including barricades, temporary walls, floor mats or other coverings and regular cleaning) to protect the finishes and components of the building, common areas and limited common areas. No undue use or overloading of facilities, equipment or the structure of the building is permitted. All construction materials (including paints and other residue) shall be disposed of in containers provided by the owner and not in the garbage, piping or other facilities of the building belonging to strata corporation.
- (10) The owner of the strata lot shall not suffer or permit any liens or charges against the building, strata corporation or strata lot because of any work, labour, services or materials supplied or claimed to have been supplied to the owner or strata lot. Consequently, the owner shall indemnify, protect and defend the strata corporation against any such liens and from any other liability, claims, damages, expenses (including reasonable legal fees), judgments, proceedings and causes of action, arising out of or in any way connected with the performance of such work or the supply of such services, unless caused by the negligent or willful act or omission of the strata corporation. The owner shall carry all liability and other insurance as may be prudent to insure against any damages or claims. An owner shall require any contractor or subcontractor performing work, labour, services or materials to any strata lot or limited common property to carry proper WCB insurance. An owner shall promptly resolve to settle any condition that causes a labour or work action (such as a strike or picketing) at the building.
- (11) The building manager or member(s) of the council may from time to time, after reasonable notice to the owner, inspect the work or alterations in the strata lot for compliance with this section. If deemed reasonably appropriate by the strata corporation, it may require the professional inspection and certification of any alterations at the owner’s expense.

## **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, 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**

**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, 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**

#### **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 the new council is elected.
- (2) A person whose term as council member is ending is eligible for re-election.
- (3) to (5) [Repealed 1999-21-51.]

#### **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 feasible after the meeting has been called.

**Repealed  
15 [Repealed 2009-17-35.]**

**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.

**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 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.

**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 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.

**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 judgment against the strata corporation.

**Division 4 — Enforcement of Bylaws and Rules**

**23. Maximum fine**

- (1) Except where specifically stated to be otherwise in these Bylaws, the Corporation may fine a Resident or Owner \$200.00 for each contravention of a bylaw, \$500.00 for each contravention of a rental restriction in these Bylaws and \$50.00 for each contravention of the Rules or such different amount set forth in the Act, Rules or Regulations.
- (2) The Council shall, if it determines in its discretion that a Resident is in repeated contravention of any Bylaws or the Rules, levy additional fines and the fines so levied shall be due and payable with the Strata Fees for the Strata Lot in the next month following such contravention.

**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 Meetings**

**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**

- (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.

## **28. Order of business**

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**

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

- (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**

**30. DELETED**

- 31.** Advertising for the resale or rental of a strata lot shall only be permitted on a single sign that shall be located, supplied and maintained by the strata corporation.

- 32.** Each owner of a strata lot may be entitled to the exclusive use of one or more parking stalls and storage area located in the parking facility pursuant to a partial assignment of the parking/storage area lease (the “Parking/Storage Area Lease”) between Onni Pacific Services Ltd., as tenant, a copy of which is attached hereto. Pursuant to the Parking/Storage Area Lease, upon the registration of the strata plan for the strata development, the strata corporation will automatically assume all of the covenants and obligations of the landlord under the Parking/Storage Area Lease with respect to the stalls and the storage areas (as defined in the Parking/Storage Area Lease).

**33. Quorum for adjourned meeting**

Despite anything in the Act, if a quorum is not present from the time appointed for an annual or special general meeting the eligible voters present in person or by proxy will constitute a quorum.

**34. Hazards and Insurance**

- (1) No one shall place anything in the stairwells/fire escapes or on Common Property.
- (2) No one shall throw or permit to fall out of any window or other part of a Strata Lot or Common Property, including Limited Common Property, any materials or substances, especially burning materials such as cigarettes or matches.
- (3) No one shall obstruct sidewalks, walkways, passages or driveways of the Common Property or use them for any purpose other than ingress or egress from Strata Lots and parking areas.
- (4) Smoking is prohibited on all Common Property including elevators, lobbies, hallways, Common Facilities of the Building. Alcohol consumption is also prohibited in all aforementioned Common Property with the exception of: 2nd Floor Lounge, 3rd Floor Media Room, 9th Floor Dining Hall and the 9th Floor Outdoor Pool and BBQ Area. Please note that glassware, i.e., wine glasses are not permitted in the designated pool area
- (5) An Owner is responsible for any damage to Common Property, including Limited Common Property, or to any Strata Lot caused by a waterbed, appliance or fixture in their Strata Lot.

- (6) Freshly cut Christmas trees are allowed upon registration with the Property Manager. The Owner is responsible for the cleanliness and safety of, off-site disposal of, and any damage caused by the transport or presence of the tree. Outdoor Christmas lights are permitted after November 15<sup>th</sup> and before February 1<sup>st</sup>.
- (7) No one shall do anything that will cause a safety hazard to the Building or Residents, including interfering with proper closure of fire doors by adjusting the door closure, by blocking doors open or by encumbering the hallways, landings or stairways with anything.
- (8) No one shall store, use or dispose of any toxic, explosive, combustible, offensive or hazardous materials (not used for normal household purposes) in any Strata Lot, Locker, Common Property, Limited Common Property or in Common Facilities, including on pipes and garbage rooms. Materials that could give off flammable vapours, such as gasoline, solvents, paints (industrial) and the like shall not be stored in a Strata Lot or parking garage. This section does not include a small supply of fuel for gas barbecues.
- (9) No one shall play, use skateboards, use rollerblades/skates in the underground parking, common entrances, traffic circles or in front of any automatic gate.
- (10) No one shall bring or keep firearms or ammunition in a Strata Lot or on Common Property including Limited Common without prior written approval of Council.
- (11) Everyone shall endeavour to protect the Strata Lots and Common Property from all hazards and shall not do any act or thing or fail or neglect to do any act or thing that would or could present a hazard to a Strata Lot, the Common Property including Limited Common Property or persons.
- (12) Everyone shall endeavour to prevent the escape of any explosive, combustible, flammable or noxious fumes material from a Strata Lot.
- (13) No one shall do anything that might increase the risk of explosion, fire, water or other damage or which may increase the rate of fire insurance premiums on the Building, Common Property, Limited Common Property, or Common Facilities in the Building.
- (14) Everyone shall endeavour to conserve the plumbing and electrical systems of the Building. Any damage or blockage to these systems caused by the wrongful act or neglect of a Resident or Visitor shall be repaired at the expense of the Owner. No Resident shall permit a condition to exist within a Strata Lot that will result in the wasting or excessive consumption of domestic water or heating water.
- (15) The Corporation shall insure against major perils, as set out in the Act, including, without limitation, earthquakes.
- (16)(1) An Owner is responsible for loss or damage to any strata lot, the common property, limited common property, or common assets.

- (a) if that damage originates within that owner's strata lot, including water egress from the owner's strata lot or the failure of the owner's plumbing fixtures;
- (b) if that damage results from an act of that owner, or action of any invitee, guest, occupant or individual present in the strata lot or on the common property (including limited common property) at the invitation, leisure, or acquiescence of the owner.

(16)(2) An Owner shall repay to the Strata Corporation:

- a) All amounts paid out by the Strata Corporation to assess, repair, rebuild, clean, or remove all or part of any strata lot, common property, limited common property, or common assets if said property or asset is damaged and the owner is responsible for that damage, and
- b) All amounts paid out by the Strata Corporation in the form of deductibles for insurance claims the Strata Corporation makes in order to assess, remediate, repair, rebuild, clean, or remove all or part of any strata lot, common property, limited common property, or common assets if said property or asset is damaged and the owner is responsible for that damage.

(16)(3) An owner must purchase comprehensive personal liability insurance or comprehensive homeowner insurance (or a combination thereof):

- a) Of at least \$1,000,000.00 for each strata lot that the owner owns in the corporation;
- b) That must insure the owner against:
  - i) Damage to any strata lot, the common property, limited common property, or common assets for which the owner is responsible, and
  - ii) Claims by the Strata Corporation for compensation arising from the payment of an insurance deductible to the Strata Corporation's insurance. Specifically (but not exclusively), the insurance must insure against a claim by the Strata Corporation further to section 158(2) of the Strata Property Act as amended from time to time, and
- c) For the duration of the owner's tenure as an owner, and the owner must not allow the insurance to expire or remain un-renewed.

(16)(4) An owner must demonstrate to the Strata Corporation proof of the insurance required as aforesaid by providing a copy of the policy to the strata council:

- a) Upon the purchase of a strata lot;
- b) Upon renewal of the policy, and



- c) Upon the reasonable request of the strata council.

### **35. Rental of Strata Lots**

- (1) A Long-Term Rental is defined as a tenancy of 30 days or longer, typically in an unfurnished unit. A Short-Term Rental is defined as a tenancy of 29 days or shorter, typically in a furnished unit.
- (2) Before possession of a strata lot by a tenant, an owner shall deliver to the Tenant the current bylaws and rules and a Notice of Tenant's Responsibilities in Form K.
- (3) Within two weeks after renting a strata lot Long-Term and a minimum of one day prior to renting a strata lot Short-Term, the owner shall provide to the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant. The owner providing rental accommodation must provide a property manager and emergency contact name and number, available to the Strata Corporation 24 hours a day, seven days a week, and to all guests and/or tenants using his or her strata lot.
- (4) An owner, tenant or occupant shall not allow his or her strata lot to be used for Bed and Breakfast Accommodation or for a hotel or for any other purpose that is not allowed for based on city bylaws. For the purposes of this prohibition, "Bed and Breakfast Accommodation" and "Hotel" are each defined as follows:

"Bed and Breakfast Accommodation", means the use of one or two bedrooms in a dwelling unit as temporary accommodation where the room rate includes breakfast provided on the premises, but does not include "Short Term Rental Accommodation".

"Hotel", means premises providing temporary accommodation by way of furnished sleeping, housekeeping or dwelling units, but does not include "Bed and Breakfast Accommodation" or "Short Term Rental Accommodation".
- (5) An owner shall not use his or her strata lot for Short Term Rental Accommodation without the prior written permission of the Strata Council, issued on an annual basis. Prior written permission will only be given to an owner and only upon the owner completing the information requested on the form provided by Council from time to time for that purpose. After receiving the completed and signed form, Council may provide written permission to the owner. Both written permission from Council and a license from the City of Vancouver is required to use a strata lot for Short Term Rental Accommodation.
- (6) The strata lot will be deemed to be used for Short Term Rental Accommodation after written permission is granted until it is revoked by Council or the owner advises the Council in writing that the strata lot is no longer being used for that purpose. For the purposes of this bylaw "Short Term Rental Accommodation" is defined as follows:

“Short Term Accommodation”, means the use of a dwelling unit, or one or more bedrooms in a dwelling unit, as temporary accommodation, but does not include “Bed and Breakfast Accommodation” or a “Hotel” use.

- (7) There is an annual user fee for the maintenance of common property for Short Term Accommodation of \$250.00 charged by the Strata Corporation to the owner of the applicable strata lot for every calendar year that the owner of a strata lot is using the strata lot for Short Term Accommodation. This annual flat fee covers the use of the building through to December 31st of each calendar year and will not be pro-rated
- (8) The use of a strata lot for Short Term Rental Accommodation is a privilege and not a right of an owner. Council may revoke its written permission by writing and delivering a letter of revocation to the owner to whom permission was given. Council will revoke permission by writing a letter of revocation if, in the discretion of Council, one or more individuals associated with the strata lot that has approval for Short Term Rental Accommodation repeatedly breach or continue to breach a reasonable and significant bylaw or bylaws or rule or rules of the Strata Corporation in a manner that seriously interferes with another person’s use and enjoyment of a strata lot, the common property or the common assets. This includes but is not limited to breaches of the bylaws by individuals using the Strata Lot as Short Term Rental Accommodation.
- (9) No more than two adults may occupy each bedroom used for Short Term Rental Accommodation.
- (10) The owner providing Short Term Rental Accommodation (“Short Term Rental Accommodation Operator”) must first obtain a licence to do so from the Chief Licence Inspector of the City of Vancouver and provide a copy of the license to the Strata Corporation.
- (11) It is a violation of this bylaw for anyone to provide Short Term Rental Accommodation unless the Short Term Rental Accommodation being provided is the Principal Resident Unit of that person and that person does not hold any other licenses in Vancouver as a short Term Rental Accommodation Operator. Tenants or other occupants may not provide Short Term Rental Accommodation.

“Principal Resident Unit” means the dwelling where an individual lives, makes their home and conducts their daily affairs, including, without limitation, paying bills and receiving mail, and is generally the dwelling unit with the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver’s licenses, personal identification, vehicle registration and utility bills.

- (12) No corporation or society unless prior approval is obtained from the Strata Council shall be granted approval from Council to use a strata lot for Short Term Rental Accommodation.

- (13) Notwithstanding anything else in this bylaw, the Council may charge the maximum fine allowed by the Strata Property Act and the Regulations as they are amended from time to time for breach of this bylaw.
- (14) Each time a strata lot is booked to be used for Short Term Accommodation, the owner of the strata lot shall deliver to the Guest the current bylaws and rules and a Notice of Guest's Responsibilities in the form provided by Council from time to time.
- (15) Short-stay rental guests may neither have access to use any of the building amenities including the lounges, fitness room, pools, and BBQ deck, nor require the service of the building's Concierge or any other personnel in the management of the owner's property.
- (16) When an Owner rents a strata lot in contravention of this bylaw, the Owner shall be subject to a fine of up to \$1,000 per day and the Strata Corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or court injunction to enforce the bylaw(s). Any legal costs incurred by the Strata Corporation in enforcing the bylaw(s) shall be the responsibility of the Owner and shall be recovered from the Owner by the Strata Corporation on a solicitor and own client basis.

### **36. Moves**

- (1) A move is defined as locking off an elevator for 20 minutes or longer, and requiring the placement of elevator floor mats and wall pads to be installed in advance by the Concierge. The elevator must be locked off and mats and pads placed for moving all items larger than two metres and the relevant moving fee shall apply. A move does not include one or two objects up to about a metre such as groceries, or one or two suitcases, and a moving fee does not apply for these activities up to 20 minutes. In all cases an elevator door must not be manually held open, and no damage to an elevator or common area may occur.
- (2) Whenever possible, a minimum of two (2) weeks' advance notice shall be given to the Concierge about any Move in or out. No Move in or out may occur without 24 hours advance notice, for the convenience of all Residents.
- (3) Moves are restricted to the following only:

**Mondays to Fridays and Weekends** (change subject to Council's approval)

9:00 a.m. to 12:30 p.m.

12:30 p.m. to 4:00 p.m.

except by special arrangement with the Strata Agent. Where moves are delayed or run overtime, the Concierge may require movers to return at another time.

- (4) A moving party shall obtain full instructions for the operation of a Move from the

Concierge.

- (5) A moving party shall ensure that elevator floor mats and wall pads are installed by the Concierge prior to a move to protect the elevator floors and walls.
- (6) A moving party shall keep all lobby doors closed and locked when unattended.
- (7) An Owner is responsible for all Moves in or out of their Strata Lot including the cost to repair any damage to Common Property resulting from a Move. Any damage occurring because of a Move, will be assessed by the Property Manager and the moving party and will be charged to the Owner. The Concierge will conduct a pre and post Move inspection, and will take any reasonable measures to address any damage or garbage left by the tenant and/or owner, at the owner's expense.
- (8) Excluding the townhouses a non-refundable fee of \$200 shall be paid to the Corporation before a move in or a move out can proceed. The Concierge will disarm the entrance door alarm and lock out an elevator, as required. On completion of a Move and inspection of Common Property, the security system will be re-armed.
- (9) All Moves in or out of Strata Lots shall be through the back alley entrance door, with carts and dollies wheeled up accessible ramps (not stairs), if underground parkade elevator access is not reasonably accessible by a resident, except by special arrangement with the Concierge.

### **37. Actions by the Corporation**

- (1) The Corporation may proceed, without further authorization by the Owners, to recover from an Owner or other person, by an action in Small Claims or Supreme Court, any money owing to the Corporation for any reason.
- (2) The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or another person, by an action in debt in Small Claims Court, money owing in the amount up to \$10,000 to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the Strata Corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

### **38. Exterior Appearance**

- (1) An Owner shall repair and maintain their Strata Lot, except for repairs and maintenance that are the responsibility of the Corporation under these Bylaws.

- (2) An Owner who has the use of Limited Common Property shall repair and maintain it, except for repairs and maintenance that are the responsibility of the Corporation under these Bylaws.
- (3) A Resident shall not apply any metallicized or reflective coatings on glass windows or doors.
- (4) A Resident shall not install, hang, erect or attach to the exterior of a Strata Lot or on or in any Balcony or Patio any radio or television antenna or similar structure or appurtenance without the advance written approval of the Council.
- (5) A Resident shall not hang or display from any window, Balcony, Patio or other part of a Strata Lot, Common Property or Limited Common Property any sign, laundry, washing, clothing, bedding or other articles so that the same are visible from outside the Building.
- (6) A Resident shall not install window coverings visible from outside the Building that detract from the conformity of the Building. Window coverings visible from outside the Building shall be white to ivory.
- (7) A Resident shall not alter the exterior appearance of the Building by adding any wood, iron work or concrete or paint any of them.

### **39. Balconies and Patios**

- (1) Every Owner is responsible for the cleaning (without any transfer of liquid to other suites), good appearance and repair of Limited Common Property balconies and patios for the use of their Strata Lot. An Owner shall keep drains clear and contact Council if problems exist. Towels, blankets, rugs, sleeping bags and the like and/or laundry may never be hung over balcony railings or on lines or apparatus located on Balconies or Patios.
- (2) A Resident may not erect or install over or outside any window or Balcony or Patio door, visible from the exterior of the Building, any awning or shade, window or Balcony or Patio guards, screens or enclosures, ventilators, air conditioning devices or supplementary heating, except those installations approved in writing by Council.
- (3) A Resident shall not attach anything to the Strata Lot, Limited Common Property, railings or Common Property without the prior, written consent of Council. This includes planters, satellite dishes, antennas and any other communications equipment. A Resident wishing to do so shall submit designs or plans to Council detailing the materials to be used.
- (4) A Resident shall not use Balconies or Patios for storage. Only plants, patio, furniture, and propane and electric BBQ are allowed.

### **40. Resident Vehicles and Parking**

- (1) A Resident shall use the parking garage or stall specifically assigned to the Strata Lot for vehicle parking, save and except private arrangements by Owner(s) with other Owner(s) or Resident(s) for parking garage(s) or stall(s) assigned to such Owner.
- (2) Owner(s) shall not lease or rent a parking garage assigned to a Strata Lot to a person who is not a Resident at “The Mark”.
- (3) Vehicles, found in unallocated spaces will be removed immediately, without notice, at the vehicle owner’s expense.
- (4) No one shall park under any circumstances on interior roadways or driveways. Any vehicle parked in a prohibited area will be removed, without notice, at the vehicle owner’s expense.
- (5) No one shall use the common parking areas for storage of any kind.
- (6) No one shall make major repairs or adjustments to a vehicle on Common Property or in parking garages.
- (7) No one shall allow a vehicle to cause any oil leaks or exhaust stains to parking stalls. A Resident, on notice from the Corporation, shall clean up all drippings. If, after notice, a Resident fails to do so, the Corporation will clean the leaks and stains and charge the cost of such clean up to the Owner.
- (8) No one shall park or store an unlicensed or uninsured vehicle or non-operational vehicle on Common Property, including garages. Vehicles not bearing current licence plates or displaying a valid certificate of storage insurance (with a minimum of \$1,000,000.00 liability) will be towed away, without notice, at the vehicle owner’s expense.
- (9) A Resident who finds an unauthorized vehicle parked in their assigned parking garage or blocking ingress or egress to the same shall contact the Concierge to have the vehicle removed, without notice, which removal will be at the expense of the vehicle owner’s expense.
- (10) No one shall drive faster than 10 km/h on Common Property.

#### **41. Building Security**

- (1) A Resident or Visitor shall not leave open or unlocked any inside or outside entrance doors or exterior fire exit doors.
- (2) A Resident shall not admit any person to the Building unless the person is known to them.
- (3) A Resident shall report to the Concierge or the police any suspicious person(s) in or around the Building.

- (4) All keys to locks on Common Property are Common Property and will be made and issued only with the authority of Council.
- (5) Additional/replacement infrared control units (IRC's) may be obtained by an Owner of a Strata Lot. IRC's will be issued by the Concierge with the authority of Council at a cost to be determined from time to time by Council. All lost or stolen IRC's and common area keys shall be reported to the Corporation immediately. There is no penalty, but the Owner shall pay the cost of replacement. The Council may annually conduct an "audit" of all IRC's to determine their ownership.
- (6) No leafleting or soliciting is permitted on the Common Property, including Limited Common Property under any circumstances.
- (7) A Resident shall wait for the underground parking gates to close fully before driving away.

#### **42. In Suite Heat Pump Maintenance**

- (1) Strata may annually arrange a competitively priced service arrangement with a qualified vendor for the inspection and servicing of the in-suite heat pumps(s). All Owners are required to have their in suite heat pumps inspected and serviced, as needed, by a qualified mechanical contractor once a year as a preventative measure to prevent any leaks. Owners must be prepared to provide Strata Council with proof of inspection/service upon request.

#### **43. Cannabis/Marijuana**

A strata lot and the common property (including limited common property) must not be used, occupied or modified for the purpose of the growing, producing, harvesting, marketing, selling or distribution of cannabis/marijuana. Growing and/or storage within a strata lot or transport through common property of cannabis or marijuana is also prohibited, except for quantities less than or equal to limits specified (if any) for legal personal possession of cannabis or marijuana under relevant Canadian or BC legislation.

#### **44. Privacy Policy**

##### **(1) Introduction**

The management and operation of the Strata Corporation requires the collection of certain personal information. The Strata Corporation recognizes that the right to privacy is an important issue and is committed to protecting the personal information of its owners, tenants, occupants and guests. British Columbia's Personal Information Protection Act ("PIPA") sets out ground rules for how British Columbia organizations, including strata corporations, may collect, use and disclose personal information. This Privacy Policy, in compliance with PIPA, outlines the principles and practices we will follow in using and protecting the personal information of owners, tenants, occupants and guests. "Personal Information" means information about an identifiable individual.

(2) **Scope**

The Strata Corporation's policy applies to the Strata Corporation and its strata manager when acting on the Strata Corporation's behalf.

(3) **Purposes of Collection, Use and Disclosure of Personal Information**

The Strata Corporation collects, uses or discloses personal information for the following purposes:

- a) To ensure the orderly management of the Strata Corporation;
- b) To identify and communicate with owners, tenants and occupants;
- c) To process payments;
- d) To respond to emergencies;
- e) To comply with legal and regulatory requirements;
- f) To prevent unauthorized access to the common property of Strata Corporation and strata lots;
- g) To protect the personal safety of residents and the security of property ((f) and (g) collectively, the "Security Purposes"); and
- h) The enforcement of Strata Corporation bylaws that are directly related to the Security Purposes.

(4) **Personal Information Collected**

Typical personal information that the Strata Corporation collects or may collect include:

- a) Names, address, telephone numbers and e-mail addresses of owners, occupants and tenants of strata lots;
- b) Banking/payment information;
- c) Emergency contact names, addresses and telephone numbers;
- d) Vehicle descriptions and license plate numbers;
- e) Pet information;
- f) Owner/tenant insurance particulars;
- g) Debts owed to the Strata Corporation by an owner/tenant/occupant;
- h) Information regarding mortgagees who have requested notifications;
- i) Data collected from access fob usage; and
- j) Information collected by 24 hour video surveillance at building entrances, in elevators, in the parkade, and in other common areas including amenity areas, garbage areas and loading docks.

Notices will be posted on the common property of the Strata Corporation advising occupants and visitors that the premises are monitored by video surveillance. This Privacy Policy, which is available to owners, occupants and tenants, provides notice that movements may be monitored by the key fob system.



(5) **Collection, Use and Disclosure of Personal Information**

The Strata Corporation will only collect and use personal information that is necessary to fulfill the purposes set out in this Policy, its obligations under the Strata Property Act, and in accordance with PIPA. The Strata Corporation will not collect, use or disclose personal information for other purposes other than those set out in this Policy except with the consent of the individual, or as required or allowed by law.

Without limiting the generality of the previous sentence, and in keeping with the Security Purposes, footage from the video surveillance cameras in areas prone to frequent problems related to the Security Purposes will be reviewed on a regular basis by the concierge, the strata management company's staff and/or the strata council in respect of enforcement of bylaws as set out in section 3(h).

If the Strata Corporation retains another organization, such as a strata management company, to do work for it that involves personal information, the Strata Corporation will ensure that there is an agreement in place that commits the organization providing services to adhere to this Policy.

(6) **Consent**

The Strata Corporation will obtain individuals' consent to collect, use or disclose their personal information, except where the Strata Corporation is legally authorized or required by law to do so without consent. Most of the personal information that the Strata Corporation collects will be pursuant to exemptions in PIPA, and therefore without the express consent of owners, tenants and occupants.

As permitted under PIPA, the Strata Corporation will collect, use and disclose of personal information without consent where the collection, use or disclosure is required by law, including the bylaws of the Strata Corporation, and, without limitation, section 35 and 36 of the Strata Property Act. The Strata Corporation may also disclose information without consent where necessary to collect a debt or payment owed, or for an investigation or legal proceeding where obtaining consent might reasonably interfere with the investigation or proceeding.

In instances where express consent is required, individuals may withdraw that express consent to the collection, use or disclosure of their personal information by giving the Strata Corporation reasonable notice, but not where doing so would frustrate performance of a legal obligation of the Strata Corporation. I.e., consent cannot be withdrawn with respect to information which by law or contract the Strata Corporation is permitted or required to disclose. When individuals advise the strata Corporation that they are withdrawing consent, PIPA requires the Strata Corporation to tell them of the likely consequences of such withdrawal.

(7) **Retention of Personal Information by Strata Corporation**

As required by PIPA, the Strata Corporation will keep personal information used to make a decision directly affecting an individual for at least one year after the decision is made.

Subject to the above-noted one year retention requirement, the Strata Corporation will only retain personal information for as long as necessary to fulfill the identified purposes or as long as required for a legal or business purpose, including compliance with the Strata Property Act document retention requirements.

(8) **Security of Personal Information**

The Strata Corporation has implemented measures to protect against risks such as unauthorized access, collection, use disclosure, copying modification or disposal of the personal information of owners, tenants and occupants, including:

- a) Banking information is stored only by the Strata Corporation's management company and accessible only by authorized management company employees;
- b) Contact and emergency information regarding owners, tenants and occupants, video surveillance and fob data is stored in computer with password protected, in locked cabinet and accessible only by the concierge, strata council members and authorized management company employees. The information on the concierge computer/office is locked and password protected and not visible to or accessible by persons attending at the concierge desk. The camera feeds can be seen by individuals coming from the mail room.
- c) Except in the case of surveillance video recordings or access control records that relate to an incident, such recordings and records are retained for a period of six (6) weeks.
- d) Use of reasonably secure methods, such as shredding and deleting electronically stored information whenever documents or storage devices containing personal information are destroyed.

(9) **Accuracy of Personal Information**

The Strata Corporation endeavors to keep personal information as accurate, complete and up-to-date as is necessary for the purposes for which it is to be used. Individuals may request correction to their personal information that is under the control of the Strata Corporation in order to ensure its accuracy and completeness. A request to correct personal information must be made in writing. If the Strata Corporation is satisfied that the individual's request for correction is reasonable, the personal information will be corrected as soon as possible. If personal information is corrected following a request under this section, the Strata Corporation will send the corrected information to any organization to which the personal information was disclosed in the previous year. If the correction is not made, the Strata Corporation will note the individual's correction request on copies of the personal information in its possession.

(10) **Access to Personal Information**

Subject to limited exception, individuals have the right to access their personal information that is under the Strata Corporation's custody or control and are also entitled to know the ways in which, and to whom, that information is or has been used or disclosed.

Requests for access must be in writing to the Strata Corporation's strata property manager, and provide sufficient detail to identify the personal information being sought. Individuals may be required to prove their identity to the satisfaction of the strata property manager before they are able to access their personal information.

Where permitted by PIPA, and not prevented by the Strata Property Act, the Strata Corporation and/or the strata property manager is entitled to charge a minimal fee for the provision of access to the personal information. Where a fee will apply, the individual will be provided with a written quote of the applicable fee, and the Strata Corporation or the manager, as the case may be, will confirm that the individual wishes to proceed. The fee may be required in full, before the personal information is released.

(11) **Questions or Complaints**

The strata property manager is responsible for ensuring the Strata Corporation's compliance with this Privacy Policy and PIPA. Individuals may direct any questions or concerns regarding the Strata Corporation's compliance, in writing, to the strata property manager. If the strata property manager is unable to resolve the concern, the individual may also write to the information and Privacy Commissioner British Columbia.

**45. Bicycles**

Bicycles shall be kept in designated bicycle storage areas only. No bicycles are permitted in the elevators or on balconies or patios.

**46. Community Standards**

An Owner, tenant, occupant or visitor must not use a strata lot, common property or common assets in a manner that shows unreasonable behavior including bullying or harassing to any person or strata property and/or staff of the management company.

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<b>CA4438355 – June 2, 2015</b>	Bylaws amendment and addition [1(2)(3), 4(d)(f), 5(1-11), 23(1-2), 33(a)(b), 34(1-16), 35(1)(2), 36(1-9), 37(1-2), 38(1-7), 39(1-4), 40(1-10), 41(1-7), and 42(1)] as passed at the March 31, 2015 Annual General Meeting.
<b>CA5131220 – April 25, 2016</b>	Bylaws amendment and addition [35(3-5), 36(3), 36(9), 39(1)]
<b>CA6839301 – June 1, 2018</b>	Bylaws amendment and addition [35, 36]
<b>CA7485436 – May 6, 2019</b>	Bylaws amendment and addition [3(4)(e), 30, 34(16)(1)(a)(b), 35(16), 43 through 46]