

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:
 - (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) two dogs provided that:
 - (i) one of the two dogs is a service dog, guide dog, or signal dog;
 - (ii) such dog is required to assist a resident with a disability; and
 - (iii) such resident provides proof, to the satisfaction of the strata corporation, of the facts set out in subsection (a) and (b), above.
 - (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. Display lot

An owner developer who has one or more unsold strata lots may:

- (a) use any strata lot or strata lots, whether owned or leased by it, as display lots and/or sales centres and carry on any marketing and sales functions and events within such strata lots and the common property within the strata plan and/or any limited common property of any strata lot owned or leased by the owner developer;
- (b) have access to and utilize any and all parts of the common property (including parking areas) and common facilities to prospective purchasers and their representatives; and
- (c) display marketing signs on the common property and/or the limited common property or window of any strata lot owned or leased by the owner developer.

In each case as may be reasonably determined by the owner developer in order to enable or assist it in marketing or selling any strata lot within the strata plan or within any adjacent development. The owner-developer shall act reasonably in exercising its rights under this bylaw 30.

- 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 within ½ hour from the time appointed for an annual or special general meeting,

- (a) if the meeting was convened by requisition of owners, the meeting is terminated;
- (b) in any other case, the meeting stands adjourned for a further ½ hour from the time

appointed and, if within ½ hour from the time appointed a quorum is not present for the 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 15th and before February 1st.
- (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 that owner's negligence or an act of that owner, or the negligence 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) 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.
- (2) Within two weeks after renting a Strata Lot, the Owner shall give the Corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the Tenant, according to section 146 of the Act.
- (3) No owner shall rent or lease a strata lot to a tenant for a period shorter than the existing City of Vancouver rental bylaw for a Residential building.
- (4) An owner, tenant or occupant shall not permit a Residential Lot to be occupied under a lease, sub-lease, contract, license or any other commercial arrangement that is contrary to the current City of Vancouver rental bylaw for a Residential building.

- (5) A permanent resident is defined as someone residing in the suite for longer than the minimum requirement set out in the relevant existing City of Vancouver rental bylaw for a Residential building.

36. Moves

- (1) An appointment for moving in/out shall be made with the Concierge (minimum 24 hours advance notice is required) for the convenience of all Residents.
- (2) Whenever possible, a minimum of two (2) weeks' advance notice shall be given to the Concierge about any Move in or out.
- (3) Moves are restricted to the following:

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

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

1:00 p.m. to 4:00 p.m.,

except by special arrangement with the Strata Agent.

- (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.
- (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 (Note: Furnished suites to pay \$100 for each move in and move out and must be verified by the Concierge staff.) The Concierge will disarm the entrance door alarm and lock out an elevator. 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 except by special arrangement with the concierge.
- (10) A move is defined by locking off the elevator(s) for longer than 30 minutes. The relevant moving fee shall apply.

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.

CA4438355 – June 2, 2015

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.

CA 5131220 – April 25, 2016

Bylaws amendment and addition [35(3-5), 36(3), 36(9), 39(1)]