



**STRATA PLAN BCS2103
YALETOWN PARK 1 & 2**

BYLAWS

**STRATA PLAN BCS2103
YALETOWN PARK BYLAWS**

Amendments:

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**YALETOWN PARK 1 & 2
Strata Plan BCS2103**

Definitions

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the “**Act**”). For the purposes of these bylaws:

- (a) “**alteration**” includes, but is not limited to, the replacement of an existing item whether or not the replacement is identical to the item being replaced;
- (b) “**residents**” means collectively, owners, tenants and occupants and “**a resident**” means collectively, an owner, a tenant and an occupant;
- (c) “**strata insurance**” means the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws.

Division 1 – Duties of Residents and Visitors

Compliance with bylaws and rules

- 3** All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time

Payment of strata fees

- 4**
- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
 - (2) If an owner is late in paying his strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually.
 - (3) The fine for late payment of strata fees is \$50.00 for each month or portion thereof that such payment is late.
 - (4) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy. The fine for late payment of a special levy is \$50.00 for each month or portion thereof that such payment is late.

Repair and maintenance of property by owner

- 5**
- (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) Despite bylaw 15 (c) and without limiting bylaw 3(2), an owner who has the use of a terrace or balcony that is designated as limited common property for the exclusive use of their strata lot is responsible for all regular maintenance of such terrace or balcony (including the cleaning of the surface of the terrace or balcony and associated railings, as well as the removal of debris from any associated drains).

Use of property

- 6** (1) A resident 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 right of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal or that may be injurious to the reputation of the building, 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) Without limiting the generality of bylaw 6 :
- (a) Appliances, such as dishwashers, washers and dryers, vacuum cleaners and/or garburators, must be used at reasonable hours, so as not to disturb other residents;
 - (b) Television and stereo noise is to be kept to a reasonable noise level;
 - (c) City of Vancouver bylaw requires minimum noise disruption between the hours of 10:00 p.m. and 7:00 a.m. Monday to Saturday and 10:00 p.m. and 10:00 a.m. Sundays and holidays.
- (3) A resident must not:
- (a) leave an appliance running when no one is in the strata lot and there is a risk of damage arising from leaving the appliance unattended;
 - (b) alter, supplement or remove the window coverings originally installed in the strata lot except, if necessary due to damage or wear, to replace them with substantially similar window coverings in the same colour and style; or hang or place any signs or other objects which will adversely affect the consistency of the exterior appearance of the building;
 - (c) place on the terrace or balcony of the strata lot bicycles, motorcycles, boxes, machinery, equipment, or in any way use such terrace or balcony as a storage area;

- (d) hang or drape on the terrace or balcony of the strata lot laundry, clothing, rugs, towels, curtains or wall hangings;
- (e) enclose (partially or fully), modify or add to the terrace or balcony of the strata lot, and without limitation, not to install or place plastic, glass or other material on the terrace or balcony to block wind or sun or for any other purpose;
- (f) use or allow to be used any barbecue or similar cooking device (other than natural gas, propane or electric barbecues which are permitted on balconies, terraces or patios) anywhere within the boundaries of Strata Plan BCS 2301, except in areas, if any, so designated in writing by the strata council; despite the foregoing, barbecuing is permitted on the balconies or terraces of a strata lot, provided it is conducted in a safe manner and does not otherwise breach the bylaws or rules. For clarity, barbecues must be kept clean to reduce smoke and odors disturbing other residents;
- (g) deposit household refuse or garbage on or about the common property or limited common property except in places designated by the strata council from time to time; any materials other than ordinary household refuse and garbage, must be disposed of either by or at the expense of the applicable resident;
- (h) erect, place, keep or display signs, billboards, advertising matter or notice or display of any kind on the common property, limited common property, or in a strata lot in any manner which may be visible from the outside of the strata lot (other than "for sale" signs in accordance with bylaw 45);
- (i) erect, place, install or cause to be erected, placed or installed, whether permanently or temporarily, fixtures, satellite dishes, antennas, poles, clotheslines, racks, storage sheds or similar structures on limited common property, common property or land that is a common asset except as permitted by these bylaws or the rules of the strata corporation adopted from time to time. Despite the foregoing, a resident or visitor may place the following on a balcony or terrace that has been designated as limited common property for the exclusive use of only such resident or visitor's strata lot:
 - (i) a reasonable amount of free-standing, self-contained planter boxes or containers; and
 - (ii) summer furniture and accessories, including, not exhaustively, a patio table, patio chairs, patio couch, patio chaise lounge chair(s), deck box, storage bench no more than 20 cm in height. For clarity, summer furniture and accessories does not include a pergola, a gazebo, an arbor, a shed, a canopy, an umbrella, fire pit or a hot tub (including inflatable hot tubs) or any other type of accessories that hold a body of water; *[repealed and replaced on April 25, 2023 AGM]*

- (j) throw out material, especially burning material such as cigarettes or matches or permit material to fall out of any window, door, balcony, terrace, stairwell, passage or other part of the strata lots or common property;
 - (k) store any perishable or hazardous material or items that may deteriorate or attract pests in the locker area;
 - (l) use or ride, or permit others to use or ride, as the case may be, rollerblades, inline skates, skateboards, bicycles, scooters or similar items anywhere on common property, limited common property or in a strata Lot.
- (4) A resident 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 *Strata Property Act*.
- (5) A resident or visitor must not bully or harass another other resident or visitor (including for certainty the strata corporation's strata manager, and other contractors, agents or employees of the strata corporation). This bylaw 6(5) does not apply to a situation in which a resident or visitor of a strata lot makes a complaint against a resident of the same strata lot or a visitor of the same strata lot invited by a resident of that strata lot. For the purposes of this bylaw 6(5), "bully or harass" or is defined as:
- (a) making humiliating or offensive remarks on subjects, including but not limited to: race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, or alleging criminal, or unethical behavior to, or about, someone in writing or verbally;
 - (b) threatening or intimidating someone;
 - (c) interfering with a council member, the strata manager or other agent, contractor or employee of the strata corporation, in the conduct of their duties;
 - (d) repeatedly following or confronting someone in the common property or at their strata lot;
 - (e) sending an unreasonable amount of correspondence to the council or the strata manager;
 - (f) making a series of spurious, vexatious, or frivolous complaints of bylaw or rule violations against another a resident or visitor;
 - (g) making an unreasonable number of demands of a council member or the strata manager to hold hearings, or to carry out actions; or
 - (h) making unwelcome jokes, disparaging remarks, or comments about someone's race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status, family status, or disability.

Inform Strata Corporation

- 7** (1) An owner must notify the strata corporation of:
- (a) the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any, within two weeks of becoming an owner;
 - (b) a tenant's name and the names of the persons occupying the strata lot with the tenant within 2 weeks of the tenancy commencing; and
 - (c) any changes in the names of any persons residing in the strata lot within 2 weeks of any such change.
- (2) On request by the strata corporation, a tenant or occupant must inform the strata corporation of his or her name and the strata lot such tenant or occupant occupies.

Approval for alterations to a strata lot, limited common property or common property

- 8** (1) An owner must obtain the written approval of the strata corporation before making or authorizing:
- (a) an alteration to a strata lot that involves any of the following:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (iv) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (v) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (vi) common property located within the boundaries of a strata lot;
 - (vii) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
 - (viii) the installation or removal of walls, whether load bearing or not;
 - (ix) flooring; and
 - (x) wiring, plumbing, piping, heating, air conditioning and other services;
 - (b) any alteration to common property, including limited common property, or to common assets,

- (3) The strata corporation may require as part of an application for approval of any alteration under bylaw 8 that an owner must:
 - (a) submit, in writing, detailed plans and description of the intended alteration; and
 - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council.
- (4) The strata corporation may require, as a condition of its approval under bylaw 8 , that the owner agrees, in writing, to certain terms and conditions, including, not exhaustively, the following:
 - (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
 - (b) that the standard of work and materials be not less than that of the existing structures;
 - (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
 - (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to the strata lot, common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to the strata lot, common property, limited common property or common assets;
 - (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they are an owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and will become due and payable on the due date of payment of the next month's strata fees.
- (5) An owner who has altered a strata lot, common property, limited common property or common assets prior to the passage of these bylaws will be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- (6) If, subsequent to the passage of bylaws 8 to 6(5) inclusive, an owner alters a strata lot, common property, limited common property or common assets without

adhering strictly to these bylaws, the strata corporation may require the owner to restore, at the owner's sole expense, the strata lot, common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the strata lot, common property, limited common or common assets property back to its original condition following a demand by the strata corporation pursuant to this bylaw 6(5), the strata corporation may, in its discretion, conduct all or part of the restoration, at the expense of the owner who altered the strata lot, common property, limited common property or common assets. If the strata corporation undertakes any restoration work pursuant to this bylaw 6(5), the cost of such restoration will become due and payable on the due date of payment of the next month's strata fees.

- (7) The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property, limited common property or common assets. In the event that the existence of the alteration to a strata lot, common property, limited common property or common assets undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property, common assets or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs.

Hard surface flooring

- 6A**
- (1) For the purposes of these bylaws, "**hard surface flooring**" includes porcelain, ceramic, marble, slate, quarry, limestone, travertine, glass, granite, stone, bamboo, cork, hardwood, laminate, resilient flooring, linoleum, vinyl or other similar materials.
 - (2) An owner must, in accordance with bylaw 8 [Approval for alterations to a strata lot, limited common property or common property], apply in writing to the strata council for written approval to install hard surface flooring in a strata lot, prior to the commencement of the installation.
 - (3) The strata council may, in its discretion as a condition of its approval of the installation of any hard surface flooring, require the owner to use the highest rated sound dampening materials suited to the type of hard surface flooring to be installed. Despite the foregoing, the strata council will not grant permission to install hard surface flooring in a strata lot unless a minimum value of 73 for the Sound Transmission Class (STC) tested for concrete buildings and a minimum value of 71 for the Impact Insulation Class (IIC) tested for concrete buildings can be achieved with respect to the installation of the hard-surface flooring. As a condition of its approval and in addition to any requirements imposed by the strata council pursuant to bylaw 6, the owner must provide to the strata council, prior to installation, a copy of the specification sheet for the underlay showing that such underlay was tested in a concrete building to achieve a minimum value of 73 for the STC rating and a minimum value of 71 for the IIC rating, and the strata council may require that the owner, at the owner's sole cost and expense, obtain a written report prepared by a professional engineer or other professional, satisfactory to the strata council, confirming that the minimum value of 73 for the STC rating tested for concrete buildings and a minimum value of 71 for the IIC rating tested

for concrete buildings will be achieved by the owner's proposed hard surface flooring installation.

- (4) An owner must install the hard surface flooring in accordance with the specifications mandated by the strata council from time to time, copies of which will be provided to the owner, at the time of an owner's written request under bylaw 6A(3).

Conduct of Alterations

- 9** (1) An owner must ensure that the hours of work in connection with the owner's alteration are restricted to Monday to Friday from 9:00 am to 5:00 pm, and Saturday from 10:00 am to 5:00 pm. No alteration work is to be carried out on Sundays and/or Holidays.
- (2) The owner and the owner's contractor are responsible for the removal of all construction debris. No debris of any kind is to be placed in the waste compactor in the garbage room or the recycling bins.
- (3) The owner and the owner's contractor are responsible for cleaning the hallways, stairwells and elevator of any dust, dirt, debris, etc. at the end of each working day.

Permit entry to strata lot

- 10** (1) A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property:
 - (a) in an emergency, without notice, to prevent property damage to the common property or another strata lot or those portions of a strata lot that are the responsibility of the strata corporation under these bylaws; and
 - (b) at a reasonable time, on a minimum of twenty-four (24) hours written notice:
 - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or
 - (ii) to ensure a resident or visitor's compliance with the Act, bylaws and rules.
- (2) The notice referred to in Bylaw 8(1)(b) must include the date, the approximate time of entry and the reason for the entry.
- (3) If the authorization cannot be obtained then the person authorized by the strata corporation to enter the strata lot may do so by using reasonable force on the locking devices, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the strata lot owner.

- (4) Without limiting bylaw 10 , a resident or visitor must grant access to the strata lot for the purpose of performing regularly scheduled maintenance to the in-suite fire safety systems. Despite bylaw 8(1)(b), the strata corporation will give a minimum three weeks' written notice of the date for in-suite fire safety systems servicing. If a resident or visitor fails to grant access to their strata lot on the date of service, the owner must make their own arrangements at their cost within 7 days to have the necessary works completed using the Strata Corporation's approved service provider. Failure to comply within 7 days will result in the strata Lot owner being fined \$200.00 with this fine recurring every 7 days until such time that the works are completed.
- (4) Without limiting bylaw 10 , a resident or visitor must grant access to the strata lot for the purpose of performing regularly scheduled maintenance to the in-suite dryer ducts. Despite bylaw 8(1)(b), the strata corporation will give a minimum three weeks' written notice of the date for in-suite dryer duct systems servicing. If a resident or visitor fails to grant access to their strata lot on the date of service, the owner must reimburse the strata corporation for all costs incurred by the strata corporation in having its approved service provider re-attend to service the duct systems. A breach of this bylaw 8(4)(4) is also subject to a fine of \$200.
- (5) Without limiting bylaw 10 , a resident or visitor must grant access to the strata lot for the purpose of performing pest control inspections and/or maintenance, as required, upon notice by the strata corporation. If a resident or visitor fails to grant access to the strata lot for such pest control inspection and/or maintenance, the owner will be fined \$200.00 with this fine recurring every 7 days until such time that the inspection and/or maintenance has been completed.

Smoking

- 11 (1) For the purposes of this bylaw 11 , the following definitions apply:
 - (a) **“smoke”** or **“smoking”** includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances (including for clarity marijuana);
 - (b) **“vape”** or **“vaping”** includes inhaling, exhaling, vapourizing or carrying or using an activated e cigarette.
- (2) A resident or visitor must not smoke or vape anywhere on or within Strata Plan BCS 2103, including in a strata lot.

Pets and animals

[NOTE TO READER: The pet restrictions set out in bylaw 10(1), (2), (3) and (4) were first approved by the owners at the general meeting held on May 5, 2010 and were filed in the Land Title Office on June 2, 2010 under registration no. BB1275434. They have not been repealed or replaced since that time and are amended only as part of these bylaws.]

- 12 (1) A resident or visitor must not keep any pets on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.

- (2) The keeping of pets in a strata lot other than one or more of the following:
- (a) a reasonable number (as determined by the strata council from time to time) of fish or other small aquarium animals;
 - (b) a reasonable number (as determined by the strata council from time to time) of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) one dog and two cats or two dogs and one cat.

A pet that is permitted under this bylaw 10(2) is a “**Permitted Pet**” for the purposes of these bylaws.

- (3) Despite bylaw 10(2), a resident or visitor must not keep or harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- (4) Despite anything in these bylaws, a resident or visitor must not keep or bring an “aggressive dog” or any other animal which, in the opinion of the council, poses a physical danger or threat to any person, on a strata lot, the common property, limited common property, or land that is a common asset. For the purposes of this bylaw, an “**aggressive dog**” includes:
- (a) Any dog with a known propensity, tendency, or disposition to attack without provocation other domestic animals or humans;
 - (b) Any dog which has bitten another domestic animal or human without provocation, or
 - (c) Any dog primarily owned in part for the purpose of dog fighting or is trained for dog fighting.
- (5) A resident or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (6) A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- (7) An owner is liable for all actions by a Permitted Pet residing in the owner’s strata lot or visiting any resident of the strata lot, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- (8) A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. For clarity, no bird feeders of any kind are permitted to be kept on terraces, balconies, strata lots, common property or land that is a common asset.

- (9) A Permitted Pet is not allowed on the 4th floor common roof or garden area or on any grass adjacent to the buildings or sidewalks.
- (10) A Permitted Pet is not allowed in the children's playground area.
- (11) A Permitted Pet is not allowed in the inner courtyard, except for egress or ingress and during such egress or ingress must be on a leash at all times.
- (12) A pet registration form (in the form provided by the strata manager) must be filed with the strata corporation within two (2) weeks of the earlier of a move into a strata lot by the pet's owner and the acquisition of a pet. All pets must be licensed, where applicable, and maintained in accordance with the City of Vancouver's Bylaws.
- (13) A resident who contravenes any of Bylaws 12 to 10(9) will be subject of a fine up to \$200.00.

Security

- 13**
- (1) A resident must not permit anyone (including tradespersons, movers or couriers) to enter the buildings by way of the enterphone or when entering themselves unless that person is known to them.
 - (2) An owner must advise any persons occupying the owner's strata lot and any visitors to or in respect of the owner's strata lot that surveillance cameras are installed in the common areas of the buildings to monitor public access to public areas of the strata corporation property for the safety and security of the owners, residents and visitors of Yaletown Park 1 & 2.
 - (3) In the interests of security, a resident must:
 - (a) ensure that outside entrance doors and stairwell doors are not left open after entering or exiting the buildings and never leave open an exterior fire exit doors;
 - (b) lock all vehicles in the underground parking area;
 - (c) report to security or the police any suspicious person(s) in or about the buildings or common areas;
 - (d) immediately notify the building caretaker of a lost or stolen fob or garage remote;
 - (e) never leave garage remotes or fobs in any vehicles.

Planters/Landscaped Areas

- 14**
- (1) A resident of a strata lot which has an open balcony or terrace must not place planters, landscaping or other such items or equipment within any part of such balcony or terrace unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour.

- (2) Any such planters, landscaping items or equipment (including, without limitation, landscaped areas and/or planters designated as limited common property and installed as part of the original development) must be maintained by the resident in good and tidy condition on an ongoing basis.
- (3) A resident must not, within a landscaped area and/or planter designated as limited common property, change, alter or amend the plantings within such landscaped areas and/or planters without the written consent of the strata council.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

- 15** (1) 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, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building, and
 - (iii) doors, windows and skylights on the exterior of a building or that front on the common property.

Division 3 – Council

Council size

- 16** (1) The council must have at least 3 and not more than 7 members.

Council members' terms

- 17** (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) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

Removing council member

- 18** (1) 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. The strata corporation must pass a separate resolution for each council member to be removed.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

- 19** (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 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 20% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 20** (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 21**
- (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 referred to in bylaw 21 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.

Quorum of council

- 22**
- (1) A quorum of the council is
 - (a) 2, if the council consists of 3 or 4 members,
 - (b) 3, if the council consists of 5 or 6 members, and
 - (c) 4, if the council consists of 7 members.
 - (2) Council members, must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 23** (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 bylaw 21(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) *[repealed on April 25, 2023 AGM]*;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- 24** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

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

Delegation of council's powers and duties

- 26** (1) Subject to bylaws 24(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 bylaw 24(3).

- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 27**
- (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 bylaw 27 , 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.
 - (3) Notwithstanding Section 98(2) of the Act, the maximum expenditure which may be made pursuant to Section 98 of the Act is \$3,000.

Limitation on liability of council member

- 28**
- (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) Bylaw 28 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 – Enforcement of Bylaws and Rules

Maximum fine

- 29**
- (1) Unless expressly provided elsewhere in these bylaws, the strata corporation may fine an owner or tenant a maximum of (*amended on April 25, 2023 AGM*):
 - (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
 - (2) Additional assessments, fines, banking charges, filing costs, expenses, interest charges and any other expenses incurred by the strata corporation to enforce these bylaws or any rule shall become due and payable on the first day of the month next following, except that any amount owing in respect of a non-liable

amount will be calculated as a separate component of such assessment and the strata corporation may not register a lien in respect of such separate component.

Continuing contravention

- 30** Unless expressly provided elsewhere in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or a rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days. *(amended on April 25, 2023 AGM)*

Division 5 – Annual and Special General Meetings

Person to chair meeting and Quorum

- 31**
- (1) Annual and special general meetings must be chaired by the president of the council.
 - (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
 - (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.
 - (4) If within five (5) minutes from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.
 - (5) Bylaw 29(4) does not apply to a meeting demanded pursuant to section 43 of the Act, and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

Participation by other than eligible voters

- 32**
- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
 - (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
 - (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 33**
- (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) Despite anything in this bylaw 33 , an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) Except on matters requiring a unanimous vote or an 80% vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

Order of business

34 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) 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.

Electronic General Meetings

- 34A.1 The strata corporation may provide for attendance at an annual or special general meeting by telephone or any other electronic method if the method permits all persons participating in the meeting to communicate with each other during the meeting. For certainty, the strata corporation may call an exclusively electronic annual or special general meeting, hold an annual or special general meeting exclusively by telephone or any other electronic method, and is not required to provide for in-person attendance at an electronic annual or special general meeting, provided the electronic method permits all persons participating in the meeting to communicate with each other during the meeting.
- 34A.2 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
- 34A.3 Any person attending an annual or special general meeting by electronic means is deemed to be present in person for the purposes of the meeting.
- 34A.4 Despite anything in bylaws 31 and 32, in the event that a general meeting is held pursuant to bylaw 32A.1 or an eligible voter attends an annual or special general meeting by electronic means, the strata corporation has no obligation to make provision for a secret ballot or issue a voting card for, as applicable, that meeting or the particular voter. Where the strata corporation does not issue voting cards for the meeting or a particular voter, then a vote will be decided by a show of hands unless an eligible voter requests a precise count.

Division 6 – Voluntary Dispute Resolution

Voluntary dispute resolution

- 35** (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 – Insurance and Responsibility

Insurance and Responsibility

- 36**
- (1) A resident or visitor must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the strata insurance.
 - (2) A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.
 - (3) If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy.
 - (4) For clarity and without limiting the meaning of the word “responsible”, an owner is deemed to be responsible, under bylaw 36(3), where any of the following applies:
 - (a) the owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word “responsible” has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act; or
 - (b) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage:
 - (i) is the result of anything done by the owner, and/or by any tenants, occupants, and visitors of or to the owner’s strata lot (including for certainty family members, employees, agents, contractors, guests or invitees); or
 - (ii) arises from anything brought on to or left in or on common property by owner, and/or by any tenants, occupants, and visitors of or to the owner’s strata lot (including for certainty family members, employees, agents, contractors, guests or invitees); or
 - (c) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of any act, omission, negligence or carelessness of the owner, and/or any tenants, occupants, and visitors of or to the owner’s strata lot (including family members, employees, agents, contractors, guests or invitees); or

- (d) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner's strata lot or limited common property designated for the exclusive use of such owner's strata lot, including, but not limited to, anything arising from any of the following:
 - (i) dishwasher;
 - (ii) refrigerator with ice/water dispensing capabilities;
 - (iii) garburator;
 - (iv) washing machine;
 - (v) toilets, sinks, bathtubs;
 - (vi) dedicated plumbing related pipes and fixtures, that solely service a strata lot and do not form part of the common property;
 - (vii) air conditioners, exhaust fans and humidifiers/dehumidifiers;
 - (viii) anything introduced into the strata lot by a resident or visitor;
 - (ix) any alterations, additions or repairs to the strata lot, the limited common property or the common property made by or on behalf of a current or past resident of the strata lot;
 - (x) any pets residing in or visiting at the owner's strata lot;
 - (xi) any person residing in or visiting at the owner's strata lot;
 - (xii) barbecues or smokers; or
 - (xiii) leaving the strata lot vacant.
- (5) For the purposes of these bylaws, an expense not covered by the strata insurance proceeds received by the strata corporation includes:
 - (a) the costs of investigating the cause of any loss or damage, where the owner is responsible;
 - (b) the costs of repairing the cause of any loss or damage, where the owner is responsible;
 - (c) legal costs, on a full indemnity basis, incurred in relation to defending any claim against the strata corporation, and/or prosecuting any claim made against the owner;
 - (d) any insurance deductible paid or payable by the strata corporation; and

- (e) the costs to repair the loss or damage, where no strata insurance policy operates or where the strata council decides not to make a claim on any strata insurance because no strata insurance would operate or because making a claim is not in the best interests of the strata corporation, as determined by the strata council, acting reasonably. Where an insurance claim is not made because it would not be in the best interests of the strata corporation, the owner's liability under this bylaw 36(5)(e) is limited to an amount equal to the insurance deductible that would have been paid or payable by the strata corporation had an insurance claim been made and accepted by the insurer.

An expense not covered by the strata proceeds received by, as applicable, the strata corporation will be charged to the applicable owner. For certainty, nothing in this bylaw 36 requires the strata corporation to make a claim on any strata insurance policy in order to charge an amount to the owner in accordance with bylaws 36(3), 36(4), and/or 36(5).

Division 8 - Rentals and Occupancy

Residential Rentals

[NOTE TO READER: *Repealed on April 25, 2023 AGM*]

37 (1) *[repealed on April 25, 2023 AGM]*

- (2) Prior to possession of a strata lot by a tenant, a landlord must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- (3) Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.
- (4) If the strata corporation, in accordance with section 138 of the Act, takes steps in the Residential Tenancy Branch, the Civil Resolution Tribunal and/or the courts to terminate tenancy agreement due to a repeated or continuing contravention of a reasonable and significant bylaw or rule by a tenant of a strata lot that seriously interferes with another person's use and enjoyment of another strata lot, the common property or the common assets, the landlord of the applicable strata lot must reimburse the strata corporation for its legal costs, on a full indemnity basis, in connection with any such steps.

Occupancy

38 The maximum number of persons permitted to reside in a strata lot is limited as follows as constructed by the owner developer:

- (a) In a studio or bachelor strata lot – two (2) persons.
- (b) In a one bedroom strata lot – three (3) persons.

- (c) In a one bedroom plus den strata lot – maximum three (3) persons.
- (d) In a two bedroom strata lot – maximum four (4) persons.
- (e) In a two bedroom plus den strata lot – maximum five (5) persons.
- (f) In a three bedroom strata lot – maximum six (6) persons.

Short term (hotel) type accommodation

- 36A** (1) A strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate housing, vacation accommodation or extended vacation accommodation, whether arranged or not:
- (a) through websites such as Airbnb, VRBO, Premiere Executive Suites, Corporate Stays or through companies that advertise this type of accommodation; or
 - (b) by other means of advertisement by or on behalf of a resident or visitor.

For the purposes of this bylaw 36A short-term accommodation refers to stays of less than 3 months. Without limiting the generality of the foregoing, a resident or visitor must not enter into a license for the use of all or part of a strata lot for accommodation purposes for a period of less than 3 months.

Any breach of this bylaw 36A is subject to a fine of up to \$1,000 per day.

[repealed and replaced on April 25, 2023 AGM]

Division 9 - Moves and Deliveries

Moves and Deliveries

- 39** (1) An appointment for a move in and/or out time must be booked with the Concierge. A resident moving either in or out of the Yaletown Park 1 & 2 buildings must complete and provide a move-in/out form to the Concierge before an appointment can be made.
- (2) Without limiting bylaw 37**Error! Reference source not found.**, a minimum of 4 8 hours' notice is required to be given to the Concierge prior to any move in/out.
- (3) An appointment for delivery of any furniture, appliances or large objects must be booked with the Concierge no less than 24 hours before such delivery so that elevator mats and pads may be installed to protect the elevator when moving such furniture, appliances or objects that may cause damage to the common property.
- (4) Hours for moves in and moves out and furniture delivery are between 9:00 am and 5:00 pm with no booking for moving in and/or out starting later than 1:00 p.m. Moves and furniture delivery must be finished by 5:00 p.m.

- (5) A move in fee of \$200.00 must be paid by the owner of the applicable strata lot to the Strata Corporation before any move into the strata lot by any resident can proceed.
- (6) Despite bylaw 37(5), where elevator or hallway or stairwell access is not required for a move into a strata lot, the owner of such lot will not be charged a move in fee of \$200.00.
- (7) A refundable damage deposit of \$200 (made payable by cheque or money order to The Owners, Strata Plan BCS2103) must be paid in advance to the Concierge before any move into or out of a strata lot and/or the delivery of furniture can proceed. This requirement applies regardless of whether or not elevator, hallway, or stairwell access is required.
- (8) Full instructions for the operation of the move will be given by the Concierge, which instructions must be complied with by the resident moving into out of the building.
- (9) A resident must ensure that the lobby doors are not left open, ajar, or unattended and that furniture is not left piled in the lobby area during the course of any move. Without limiting the generality of the foregoing, during the move, all entrance doors must remain closed and locked when unattended.
- (10) The Concierge will lock out an elevator and make the necessary arrangements for moving in or out of the buildings. Following completion of the move and an inspection of the common areas confirming no damage has occurred, the elevator will be unlocked and the damage deposit will be returned.
- (11) Elevator mats and pads must be installed by the Concierge to protect the elevator when moving any furniture.
- (12) A resident using the elevator during a move must ensure that the elevator service key is used to control the elevator and ensure that the doors are not jammed open in any manner.
- (13) Without limiting bylaw 34 **Error! Reference source not found.**, an owner is responsible for any tenant or occupant in their strata lot moving in or out of the buildings, as well as furniture delivery to the owner's strata lot, and will be responsible for any damage to the common property.
- (14) The Concierge will require the following documentation before a move in can commence (no exceptions will be made):
 - (a) A completed resident's information form.
 - (b) Receipt from the Concierge for the refundable \$200.00 damage deposit having been provided to the Concierge.
 - (c) A receipt for the \$200.00 move in fee (if elevator, hallway, or stairwell access is required).

- (15) All moves in and out and/or furniture deliveries for strata lots that require elevator or hallway access must be conducted through the P1 parking level and elevator access in Tower 1 and through the courtyard lobby level for elevator access in Tower 2. No furniture is to be moved in or out of Tower 1 lobby.
- (16) The Concierge and the moving party will conduct a “before” and “after” inspection of the area through which the move will take place. Any damage caused to the building during a move in/out will be assessed by the Concierge and the cost of repairing this damage deducted from the aforementioned damage deposit in addition to the move in fee. Damage in excess of the deposit will be charged to the applicable strata lot account.
- (17) Any move in or move out beyond the hours allowed for a move, or beyond the pre-scheduled time for the move in and/or out will be assessed a fee of \$30/hour plus applicable taxes for a minimum of 4 hours, which amount will be charged back to the applicable strata lot account.

Division 10 - Parking and Storage

Parking Area/Storage Locker Lease

- 40** The owner(s) of a strata lot may be entitled to the exclusive use of one or more of the parking stalls and may be entitled to the use of a storage locker located in the parking facility in respect of the parking stalls and level in respect of the storage lockers pursuant to a partial assignment of the parking area/storage locker lease (the “**Parking Area/Storage Locker Lease**”) as tenants or assignees thereof, a copy of which is attached hereto as Schedule A to these bylaws.

Parking

- 41** (1) A parking stall must only be used for the parking of passenger vehicles owned or leased by persons who are residents of the building or temporary visitors of such residents. The right to use the parking stalls shall cease upon a person ceasing to reside in the building.
- (2) A resident is responsible for all oil leaks and exhaust pollution stains from such resident’s vehicles. A resident must clean up such leaks and stains from the owner’s or resident’s parking stall(s).
- (3) A resident or visitor must not pour oil down the drains in the parking garage.
- (4) A resident or visitor whose vehicle causes oil leaks and staining must immediately upon notification from the strata corporation clean up all dripping and oil leaks, and upon failure to do so within seven (7) days’ notice, the strata corporation will have the stain cleaned up and a minimum clean up charge of \$50.00 will be assessed to the applicable strata lot.
- (5) A resident must not store uninsured vehicles on the common property. Such vehicles will be towed at the owner’s expense.

- (6) A resident or visitor must not part a vehicle to be parked or leave it unattended in a manner that interferes with any other parking stalls, access lanes or no parking zones. Vehicles in contravention of this bylaw 39(5) may be towed without notice to the vehicle owner.
- (7) No repairs to motor vehicles shall be carried out on common property.

Visitor Parking

- 42**
- (1) Visitor parking, as designated in BSC 2103 Strata Corporation parking area shall be on a first come, first served basis for visitors of Yaletown Park 1 & 2.
 - (2) A resident must register their visitor's vehicle with the Concierge and/or security who will assign a parking stall to the visitor and upon the visitor leaving the parking stall, the resident must inform the Concierge and/or security that the visitor is leaving the premises.
 - (3) Visitor parking permits issued by the Strata Corporation must be placed on the dashboard of the visiting motor vehicle with the pass number visible.
 - (4) A maximum of one visitor parking permit will be issued to each strata lot.
 - (5) Lost or stolen parking passes must be reported immediately to the Concierge and a charge of \$50.00 per parking pass will be levied for a replacement of the lost or stolen parking pass. Any vehicle found in a visitor parking stall without a parking pass will be towed.
 - (6) Visitor parking spaces are intended for the exclusive use of individuals who are visiting a resident of BCS 2103 Yaletown Park 1 and 2 or by trades who are providing a service to a resident or the Strata Corporation.
 - (7) A resident's vehicle must not be parked in the visitor parking stalls for any reason at any time. Any vehicle which belongs to a resident and is found parked in a visitor parking stall will be towed.
 - (8) Visitor parking shall be limited to a maximum duration of 24 hours. No resident's visitors may make use of visitor parking for more than seven (7) days or portion thereof in a calendar month. The definition of a "resident" for the purposes of this 42(8) is "a person that lives either full time or part time in Yaletown Park 1 & 2". A visitor must vacate the stall for a minimum of three (3) hours prior to being able to have a visitor spot assigned again.
 - (9) A resident who abuses their visitor parking privileges will have these privileges revoked for a period of 90 days on first offence and for a period of 1 year for each subsequent offence.
 - (10) Vehicles not permitted to be parked in the visitor parking stalls will be towed at the vehicle owner's expense.
 - (11) No in and out privileges for visitor parking are permitted.

Bicycle Storage

- 43** (1) The residents of a strata lot will collectively be entitled to the use of one bicycle storage space within the secured area in the parking facility designed for that purpose, free of charge (but this will not prohibit the imposition of reasonable refundable security deposits for the issuances of keys and security passes). The strata council will, subject to the provisions of the Act, as amended or replaced, be responsible for the orderly administration of the use of bicycle storage space to each strata lot owner. Such administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated bicycle storage spaces, including charging fees to users if approved by resolution of the strata corporation.
- (2) Bicycles must be kept in designated bicycle storage areas only. Bicycles are not permitted at any time inside the common areas, including elevators, except in the parking garage to access the bicycle storage rooms.

Division 11 - Miscellaneous

Christmas Trees and Lights

- 44** (1) Live Christmas trees are prohibited in the buildings.
- (2) A resident must ensure that Christmas lights are installed after December 1st of the year approaching Christmas and removed before January 15th of the year following Christmas

Sale of a strata lot

- 45** Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs and must be removed 5 working days after the subject condition in the contract of purchase and sale have been removed.

Small Claim Actions

- 46** Notwithstanding any provisions of the Act, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against any owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote of the strata corporation.

Miscellaneous

- 47** (1) A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- (2) A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.

- (3) A resident is responsible to review the monthly strata meeting minutes and to ensure that any pertinent information is relayed to the tenants or occupants of their strata lot.

Exemption from Bylaws and Rules

- 48** (1) The strata council may grant an exemption from the operation of a bylaw or rule in order to accommodate a disability in accordance with the BC ***Human Rights Code***.

Security Measures

- 49** (1) The strata corporation has installed closed circuit television and video surveillance in those common areas of the strata plan identified in the rules of the strata corporation for the purpose of collecting data from such systems. The system operates twenty-four (24) hours a day and the strata corporation collects data from the closed circuit television and video surveillance.
- (2) The strata corporation collects data with respect to the usage of each security fob programmed for use at and within Strata Plan BCS 2103.
 - (3) The video files and/or security fob usage records will be used by the strata corporation for surveillance and monitoring purposes only, including the following purposes:
 - (a) being altered to the presence of trespassers within the boundaries of Strata Plan BCS 2103;
 - (b) preventing, recording, investigating and obtaining evidence of any theft, vandalism, nuisance, damage or injury caused by or to any person within the boundaries of Strata Plan BCS 2103; and
 - (c) enforcing those strata corporation bylaws and rules which relate to the safety and security of the strata plan and its residents and visitors.
 - (4) The video files and/or security fob usage records will be stored by on or behalf of the strata corporation via its security contractor for a period of up to three (3) months from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw or rule enforcement purposes.
 - (5) The personal information of residents or visitors will only be reviewed or disclosed as follows:
 - (a) to law enforcement for the purposes set out in bylaw 47(3)(a) or (b), or as otherwise required by law;
 - (b) to the strata manager, caretakers of the strata corporation, council members and/or the strata corporation's security contractor for the purposes set out in bylaws 47(3)(a), (b) or (c), or as otherwise required by law; or

- (c) in the event that the surveillance camera footage or fob records include the personal information of a resident or visitor, such personal information of the requesting resident or visitor.
- (6) A resident or visitor must not do anything to damage or interfere with any closed circuit television, video surveillance or access fob equipment.
- (7) In installing and/or maintaining the systems described herein, the strata corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The strata corporation is not responsible or liable to any resident or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.
- (8) A resident must not install or use, or permit to be installed or used, any surveillance measures (such as video surveillance) on the common property where such measures will or may capture any personal information about another resident or a visitor.

Privacy Policy for The Owners, Strata Plan BCS2103

50 (1) *The Strata Corporation’s Commitment regarding Personal Information:*

The strata corporation is committed to protecting the personal information of its residents.

(2) *Why the Strata Corporation Collects Personal Information:*

- (a) To identify and communicate with the residents;
- (b) To process payments;
- (c) To respond to emergencies;
- (d) To ensure the orderly management of the strata corporation; and
- (e) To comply with requirements imposed by the Act and other applicable laws.

(3) *What Information the Strata Corporation May Collect, Use or Disclose:*

Typically, the strata corporation collects the following information from or about residents:

- (a) Name(s), address(es) and phone number(s), as applicable
- (b) Banking or credit card information
- (c) Emergency contact information
- (d) Vehicle description/license plates

- (e) Pet information

Residents may give consent either orally, in writing, electronically or through an authorized representative. Consent will be implied when the purpose for collecting, using or disclosing personal information would be considered obvious and the individual voluntarily provides his or her personal information for that obvious purpose.

(4) *Collection, Use and Disclosure of Personal Information by the Strata Corporation:*

Except where the strata corporation is legally authorized (for example, pursuant to a bylaw) or consent is otherwise not required (as discussed below under the next heading), the strata corporation will seek consent before collecting, using or disclosing personal information.

The strata corporation will only collect, use or disclose the personal information that is necessary to fulfill the identified purposes and will not collect, use or disclose personal information in other circumstances unless the strata corporation first receives further consent from the person involved.

The strata corporation will make reasonable efforts to ensure that the personal information that it collects, uses or discloses is accurate and complete. If a resident is aware that the personal information the strata corporation has about them needs to be corrected, please advise the strata corporation about the correction in writing.

(5) *What Personal Information the Strata Corporation Can Collect, Use or Disclose without Consent:*

- (a) With respect to an owner, the owner's name, the strata lot address, the mailing address if different from the strata lot address, the strata lot number, any parking stall number, and the unit entitlement of the owner's strata lot;
- (b) Information authorized by a bylaw;
- (c) The names and addresses of individual mortgagees who have filed a Mortgage Request for Notification;
- (d) The names of tenants of a strata lot, if any;
- (e) With respect to a council member, the telephone number or some other method by which the council member can be contacted on short notice;
- (f) Information necessary for emergency medical treatment if it cannot otherwise be obtained in a timely manner;
- (g) Information for an investigation or a legal proceeding if collection with consent would compromise its availability or accuracy;

- (h) Information already available to the public from any of the following: a telephone directory, a professional or business directory, a registry, or a printed or electronic publication;
- (i) If the strata corporation requires legal advice from a lawyer;
- (j) If the strata corporation is collecting money owed by a resident; and
- (k) If the personal information is required to be collected, used or disclosed by law.

(6) *Withdrawing Consent:*

Except where withdrawing consent would frustrate the performance of a legal obligation, a resident can withdraw consent at any time by giving the strata corporation reasonable notice. If consent is withdrawn, the strata corporation will inform the person withdrawing the consent of the likely consequences of that step.

(7) *Retention of Personal Information:*

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. If the information of a resident is used to help the strata corporation render a decision, the information will be retained for a one (1) year period.

(8) *Security of Personal Information:*

The strata corporation has implemented reasonable security arrangements to prevent against risks associated with personal information, such as unauthorized access, collection, use, disclosure, copying, modification or disposal.

If the strata corporation retains another organization to do work for the corporation that involves personal information, the corporation will ensure that there is an agreement in place that commits that organization to adhere to this privacy policy.

(9) *Access to Personal Information:*

A resident is entitled to access to their own personal information that is under the strata corporation's control and is also entitled to know the ways in which that information has been used or disclosed.

Any request by a resident for his or her own personal information must be made in writing and directed to the strata corporation's Privacy Officer:

Privacy Officer of Strata Plan BCS 2103

The strata corporation will charge a minimum fee when an access request is made and the amount should be verified when the request is made.

The strata corporation will respond to a written request within 30 business days of receipt of the request; however, the strata corporation may be entitled in some circumstances to extend the response period. In providing the response, the strata

corporation will inform the requesting party whether he or she is entitled to access to the requested information, and if access is denied, the reason for the denial, and the name and contact information of the strata corporation's Privacy Officer who can answer any questions about the response.

When providing personal information in response to a request, the strata corporation will edit out certain information as required or authorized by law, including any personal information about other individuals and/or the personal information about the requesting party that is subject to an investigation or a legal proceeding.

If a requesting person is not satisfied with a response from the strata corporation, that person may complain to the British Columbia Office of the Information and Privacy Commissioner www.oipc.bc.ca.

END OF BYLAWS

Schedule A Parking Area/Storage Locker Lease

See attached.