

AGM Notice

Hello Norfolk Manor owners and residents,

Attached is the notice for our annual general meeting, to be held at 7:00pm on Monday, December 1, 2008, in the Strata Council office on the second floor, opposite unit 201. The meeting is expected to take approximately two hours, and will begin promptly at 7:00pm.

There are more resolutions for bylaw changes than in previous years, and this is because there has not been a significant review of the bylaws for several years. Your patience and participation will be appreciated at the meeting as we undertake this update of the bylaws to ensure that they continue to be relevant to the building in the future.

Thank you, and I hope to see you all there,

Dennis
xdennisma@hotmail.com
604-727-1006

2008 Annual General Meeting

Take notice that the annual general meeting for the owners of Norfolk Manor (Strata Plan NW 2178, 615 North Road, Coquitlam, BC, V3J 1P1) will be held at:

DATE: Monday, December 1, 2008

TIME: 7:00 P.M.

PLACE: Strata Council Office (opposite unit 201)
615 North Road
Coquitlam, BC

An agenda for this meeting and supporting documents are enclosed herewith. Please read this material prior to the meeting and bring it to the meeting for reference.

PURPOSE

The purpose of the meeting is to vote on a budget for the next fiscal year (see attached), to vote on special resolutions as attached on the agenda, and to elect a Council for the ensuing year.

QUORUM

In order to conduct business at the annual general meeting, eligible voters holding one-third of the Strata Corporation's votes must be present in person or by proxy.

VOTING

No owner is entitled to vote unless all contributions in respect to his or her Strata unit have been duly paid.

THREE-QUARTER VOTE

A three-quarter vote is one where a resolution must be approved by a majority of not less than three-quarters (3/4) of all persons entitled to vote thereon, either present at the meeting or represented by proxy.

PROXIES

An instrument appointing a proxy shall be in writing under the hand of his or her appointer. A person holding a proxy need not be an owner of a Strata unit. A proxy form is enclosed.

Agenda

1. Call to order and appointment of chairperson for the annual general meeting (Pat McLean, President, Profile Properties Ltd)
2. Attendance taken and certification of proxies present in order to establish quorum
3. Filing of proof of notice of meeting
4. Approval of agenda
5. Adoption of the minutes of the November 28, 2007 annual general meeting
6. Report on insurance, to be presented by Pat McLean

7. Resolution #1:

Be it resolved by a three-quarter vote of the owners of Strata Plan NW 2178 that the owners will contribute \$20,000 plus any accumulated retained earnings (less any current year's deficit) to the contingency reserve fund.

This resolution is required by the Strata Property Act whenever a Strata corporation has acquired more than 100% of their annual operating costs in their CRF. The Strata currently has more than 100% saved, but given the costs that are projected for major repairs the Strata Council would like to continue increasing the contingency fund.

8. Approval of the next fiscal year's budget (see attached budget and balance sheet in Appendices 1 and 2.)

9. Resolution #2:

Be it resolved by a three-quarter vote that Strata Plan NW 2178 approves a blanket resolution to correct all errors in spelling, grammar, and punctuation found in the most current version of the bylaws, without changing the meaning or intent of any bylaw presently in place.

This resolution will allow the Council to correct approximately 50 spelling, grammar, and punctuation errors that have been found to date in the copy of the bylaws that is on file at the Land Titles Office. In the interests of space, each error and proposed correction has not been listed in this agenda, but any owner so wishing to review the corrections can contact the Strata Council President for a complete list.

10. Resolution #3:

Be it resolved by a three-quarter vote that Strata Plan NW 2178 will amend the complaint submission bylaw 5.3 to state: ***"Any owner wishing to make a complaint against the Strata Corporation or another owner, occupant, or tenant must do so in writing. All complaints should be addressed to the Council and must be signed by the owner submitting the complaint, but the complainant is permitted to request to remain anonymous."***

This amendment will prevent owners from submitting anonymous complaints to or

against Council and will remove the reference to the Property Manager, which the Strata Corporation does not presently have. This will replace the current bylaw, which states: "Any owner wishing to make a complaint against the Strata Corporation or another owner, occupant or tenant must do so in writing. All complaints should be addressed to the Council, in care of the Property Manager."

11. Resolution #4:

Be it resolved by a three-quarter vote that Strata Plan NW 2178 will amend the bylaws to include expense reimbursement bylaw 5.8: **"Any payment or reimbursement of expenses must be co-signed for approval by a member of the Strata Council. Any payment to a member of the Strata Council must be co-signed for approval by at least one other member of the Council."**

This bylaw will provide an additional level of security for the finances of all owners in the Strata Corporation.

12. Resolution #5:

Be it resolved by a three-quarter vote that Strata Plan NW 2178 will amend the barbecue bylaw 10.5 to state: **"Barbecues are allowed only with the written permission of the Council. Any damage to a Strata lot or common property resulting from the use of a barbecue must be repaired immediately to the satisfaction of the Council, and all costs for the repairs are the responsibility of the owner. Propane tanks may not be stored inside the building or in the parkade, and the owner of the Strata lot must keep a fire extinguisher within reasonable access of the barbecue."**

This revision will clarify the current bylaw, which has two contradictory sentences. The current bylaw states: "Barbecues, hibachis or other forms of outdoor cooking shall not be permitted to operate on balconies, any part of the strata lot or the common property. Propane barbecues may be allowed only with the written permission of the Council."

13. Resolution #6:

Be it resolved by a three-quarter vote that Strata Plan NW 2178 will amend the bylaws to include bylaw 10.7 regarding lockboxes, to state: **"The use of lockboxes or any other means of leaving building access keys on the exterior of the property is prohibited."**

There have been at least two instances of lockboxes having been stolen from the property in recent years. This bylaw is proposed in order to protect the safety and security of all residents.

14. Resolution #7:

Be it resolved by a three-quarter vote that Strata Plan NW 2178 will revise the garbage disposal bylaw 11.3 to state: **"An owner, occupant or tenant of a Strata lot shall not deposit household refuse, garbage or other waste material other than in containers provided for the purpose or as instructed by the Council. All garbage must be tied and enclosed in suitable plastic garbage bags and neatly placed in the containers and any large objects or furniture may not be discarded in the containers. All recyclable materials must be disposed of in their appropriate**

container, in compliance with the local guidelines on recycling.”

These revisions will abbreviate the current bylaw, remove an incorrect statement that cardboard boxes can be placed in the garbage containers, and emphasize the requirement that all recyclable material must be properly disposed of. This will replace the current bylaw, which states: “[An owner, occupant or tenant of a strata lot shall] Not deposit household refuse, garbage or other waste material other than in containers provided by the Strata Corporation for the purpose at central location points or as instructed by the council from time to time and shall not deposit any garbage without ensuring that such garbage is tied and enclosed in suitable plastic garbage bags and neatly placed in the containers, and in addition shall not deposit awkward materials, including cardboard boxes unless flattened, into the garbage container. It is the responsibility of all owners, occupants or tenants to clean up any mess they make when taking garbage to the containers and to ensure no mess/garbage is left on the ground around the garbage container.”

15. Resolution #8:

Be it resolved by a three-quarter vote that Strata Plan NW 2178 will amend the pest infestation bylaw 11.5 to include the sentence: **“If an infestation is found that the Council can reasonably determine is due to the actions or negligence of the owner, occupant or tenant, the Council shall be at liberty to contract pest control services to treat the infested areas and to charge the expense to the owner, occupant or tenant involved.”**

These sentences will clarify that the Council has the authority to take action against an owner who do not take reasonable measures to prevent pest infestations. The sentences will be added at the end of the bylaw, which currently states: “[An owner, occupant or tenant of a strata lot shall] Permit the Strata Corporation and its agents, at all reasonable times on notice to enter his/her strata lot to inspect for a possible pest infestation.”

16. Resolution #9:

Be it resolved by a three-quarter vote that Strata Plan NW 2178 will amend the bylaws to include the appliance installation bylaw 12.2.4: **“Approval must be obtained from Council prior to installing any kitchen appliance or bathroom fixture that would use a high level of water pressure. This requirement for approval extends to the installation or replacement of washing machines or dryers.”**

Due to the age of the building and the plumbing, Council would like to restrict the installation of a Jacuzzi, hot tub, or washing machine within the Strata units. The plumbing was not initially designed to accommodate the high levels of water pressure required for such appliances, and most units do not have proper ventilation installed for a dryer to safely be used. This restriction will assist in extending the life of the plumbing and reduce the risk of potential damage from water leakages.

17. Resolution #10:

Be it resolved by a three-quarter vote that Strata Plan NW 2178 will amend the signage bylaw 12.4 to include the sentences: **“Realty signs may only be suspended from the sign post provided at the front of the building, and free-standing signs are not**

permitted. Realty signs must be removed no later than two weeks after a Strata lot has been sold or is no longer listed for sale."

These sentences will clarify the guidelines for displaying and maintaining realty signs on the property, and will be added at the end of the bylaw. The current bylaw states: "No signs, billboards, placards, notices or other advertising matter of any kind shall be erected, placed or displayed on any strata lot or the common property or external to the strata lot, with the exception of realty signs placed in a designated area, without the prior written approval of the Council."

18. Resolution #11:

Be it resolved by a three-quarter vote that Strata Plan NW 2178 will remove the Strata Corporation liability bylaws 13.1 and 13.2, and bylaws 13.3 to 13.9 will advance to become bylaws 13.1 to 13.7.

The two bylaws to be deleted contradict the Insurance Act in regards to the liability of the Strata Corporation for replacing or repairing damage caused to a unit, and they are not enforceable. These responsibilities are covered in the Strata Property Act. The full text of the bylaws can be found in Appendix 3.

19. Resolution #12:

Be it resolved by a three-quarter vote that Strata Plan NW 2178 will amend the skylight bylaw 13.4 to state the following: **"The owner of a Strata lot with a skylight will be responsible for any damage resulting from leakage from a skylight where the Strata Corporation or its agent determines that the leakage is directly attributable to the skylight, but only to the extent that such damage is not met by the proceeds of insurance carried by the Strata Corporation."**

These changes will clarify who is responsible for damage resulting from the skylight, as the original text of the bylaw is missing the word "not" and therefore does not comply with the liability of the Strata Corporation as covered in the Insurance Act. The current bylaw states: "The owner of the strata lot will be responsible for any damage resulting from leakage from a skylight where the Strata Corporation or its agent(s) determines that the leakage is directly attributable to the skylight, but only to the extent that such damage is met by the proceeds of insurance carried by the Strata Corporation."

20. Resolution #13:

Be it resolved by a three-quarter vote that Strata Plan NW 2178 will delete the following bylaws from section 14 regarding pets and animals: 14.2, 14.3, 14.4, 14.5, 14.6, 14.7, 14.9, and 14.11. Bylaw 14.8 will become bylaw 14.2 and read: **"Visitors or guests are not allowed to bring pets or other animals into the building. Owners, occupants or tenants shall be responsible for any damage caused by pets or other animals belonging to their visitors or guests."** Bylaw 14.10 will become bylaw 14.3 and read: **"Pigeons, seagulls and other birds or wild animals shall not be fed from any Strata lot or from the common property."**

As the Strata bylaws presently do not permit pets or animals in the building, the bylaws proposed for deletion are no longer relevant. The complete text of these bylaws can be found in Appendix 4.

21. Resolution #14:

Be it resolved by a three-quarter vote that Strata Plan NW 2178 will delete the following bylaws from section 20 regarding rentals: 20.2, 20.3, 20.4, 20.5, 20.6, and 20.7. Bylaw 20.8 will become bylaw 20.2 and read: ***“The Council shall not approve a request by an owner to rent his/her Strata lot on the grounds of hardship for a period exceeding one (1) year, as covered by section 144 of the Strata Property Act. The owner is permitted to make another request to the Council no later than two months prior to the expiration of the approved time period.”*** Bylaws 20.9 and 20.10 will become bylaws 20.3 and 20.4, respectively, and will not be changed.

As the Strata bylaws presently do not permit rentals in the building, the bylaws proposed for deletion are no longer relevant. The complete text of these bylaws can be found in Appendix 5. The maximum time period for a hardship rental exemption will be reduced from two years to one year by this proposed resolution, and the owner must now apply in advance of the expiration period instead of waiting until the period ends.

22. Resolution #15:

Be it resolved by a three-quarter vote that Strata Plan NW 2178 will amend the moving bylaw 21.5 to increase the move-in fee to \$100. The bylaw will read: ***“A charge of one hundred (\$100.00) dollars is due and payable by the owner of a Strata lot for every move into the Strata lot. This charge is to help defray maintenance costs and will be levied automatically.”***

The fee is currently \$50.00 and has not changed in 25 years. At present, the bylaw states: “A charge of fifty \$50.00 dollars is due and payable by the owner of a strata lot for every move into the strata lot. This charge is to help defray maintenance costs and will be levied automatically.”

23. Resolution #16:

Be it resolved by a three-quarter vote that Strata Plan NW 2178 will amend the interest charge bylaw 22 to state the following: ***“If an owner is late paying Strata fees or assessments, the owner is obliged and liable to pay a fine of one hundred (\$100.00) dollars per instance on the unpaid amount.”***

These changes will remove the incorrect reference to bylaw 1 which is not relevant to this bylaw, and will increase the fine from a percentage-based formula to a set figure, which will be easier to enforce and collect. The current bylaw states: “If an owner is late paying strata fees in accordance with bylaw 1, the owner is obliged and liable to pay interest on the outstanding and unpaid strata fees, for the period during which the strata fees remain outstanding and unpaid, at such rate as is set out in the Regulations to the Strata Property Act [presently 10% per annum].”

24. Resolution #17:

Be it resolved by a three-quarter vote that Strata Plan NW 2178 will amend the warning bylaw 24.2 to state the following: ***“Before enforcing a bylaw or rule the Strata Corporation will give a person a written warning and provide the person with a reasonable amount of time to comply with the bylaw or rule or to request a hearing with the Strata Corporation.”***

The current bylaw states: “Before enforcing a bylaw or rule the Strata Corporation may

give a person a warning or may give the person time to comply with the bylaw or rule, but is not obliged to do so.” This bylaw contradicts section 135 of the Strata Property Act, wherein an owner or tenant is entitled to a written statement of the particulars of the bylaw or rule in question, and therefore it must be changed.

25. New items:

- Effective January 1, 2009, owners renting a second parking stall in the underground parkade will be assessed a charge of \$25.00 per month. This charge is permitted by bylaw 15.4, and owners that will be charged this fee will be advised in December
- Chimney cleaning will now be done every other year (beginning in 2010), and the charges will be covered out of the operating budget (instead of billing each owner)
- Each Strata lot is entitled to two building keys, one laundry/storage room access key, and one parkade gate remote fob. Additional building and access keys can be obtained for a refundable \$50.00 deposit and additional fobs can be purchased at a non-refundable cost of \$30.00
- Owners are reminded that all construction work done in Strata units must be done within the unit (i.e. no cutting or storage of materials on common property) and must adhere to the bylaws regarding noise and cleanliness
- Opinions to be solicited from the owners and residents in attendance if the Council should proceed install a key access system to the parkade level on the elevator, so that anyone wishing to go down to or up from the parkade level would need to have a building key
- Major projects planned for 2009 include: Updating the fire plan according to fire department regulations, repairing two cracks in the parkade ceiling, completing the landscaping in the southwest corner, removing the playground equipment and fixing up the courtyard garden area, renovating the laundry room, and removing the trees from the northeast corner of the property

26. Open discussion and questions from unit owners and residents

27. Election of the Strata Council for 2009

28. Motion to adjourn

PROXY FORM

I (we), _____, residing in the City of _____, in the province of British Columbia, being the registered owner(s) of unit number _____ of Strata Plan NW 2178, hereby appoint _____ as my (our) proxy for me (us) and on my (our) behalf at the annual general meeting to be held on December 1, 2008.

Signed this _____ day of _____, 2008,

SIGNATURE OF OWNER(S)

Agenda Item	Vote (Yes or No)	Agenda Item	Vote (Yes or No)
7: Resolution #1		16: Resolution #9	
8: Budget Approval		17: Resolution #10	
9: Resolution #2		18: Resolution #11	
10: Resolution #3		19: Resolution #12	
11: Resolution #4		20: Resolution #13	
12: Resolution #5		21: Resolution #14	
13: Resolution #6		22: Resolution #15	
14: Resolution #7		23: Resolution #16	
15: Resolution #8		24: Resolution #17	

Appendix 1: Proposed Budget

Norfolk Manor - 615 North Road, Coquitlam, BC							
2009 Proposed Strata Budget							
	<i>YTD Monthly 08 (to Sept 30)</i>	<i>Budgeted 08 Monthly</i>	<i>Proposed 09 Monthly</i>	<i>YTD Annual 08 (to Sept 30)</i>	<i>YTD Budgeted 08 (to Sept 30)</i>	<i>Budgeted 08 Annual</i>	<i>Proposed 09 Annual</i>
3000 Strata Fees	\$7,911.55	\$7,911.50	\$7,911.50	\$71,203.95	\$71,203.50	\$94,938.00	\$94,938.00
3200 Move-In Fees	27.78	0.00	8.33	250.00	0.00	0.00	100.00
NNN Parking Stall Fees	0.00	0.00	62.50	0.00	0.00	0.00	750.00
<i>3312 One Time Only:</i>							
<i>Special Assessment</i>	<i>778.19</i>	<i>0.00</i>	<i>0.00</i>	<i>7,003.74</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
3325 Fines	91.67	0.00	0.00	825.00	0.00	0.00	0.00
3610 Late Fees	24.00	0.00	0.00	215.99	0.00	0.00	0.00
3615 Key/Fob Revenue	11.11	0.00	0.00	100.00	0.00	0.00	0.00
3620 Laundry Machines	500.69	458.33	458.33	4,506.24	4,125.00	5,500.00	5,500.00
<i>3624 One Time Only:</i>							
<i>Contingency Reserve Transfer</i>	<i>4,095.43</i>	<i>0.00</i>	<i>0.00</i>	<i>36,858.91</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
3625 Interest Income	44.39	62.50	41.67	399.53	562.50	750.00	500.00
3630 Other Revenue	5.62	0.00	0.00	50.56	0.00	0.00	0.00
REVENUE	13,490.44	8,432.33	8,482.33	121,413.92	75,891.00	101,188.00	101,788.00
4110 Cleaning Services	482.83	535.00	566.67	4,345.48	4,815.00	6,420.00	6,800.00
4130 Garbage Removal	374.76	320.00	400.00	3,372.86	2,880.00	3,840.00	4,800.00
Cleaning Expenses	857.59	855.00	966.67	7,718.34	7,695.00	10,260.00	11,600.00
4260 Elevator	196.56	175.00	191.67	1,769.04	1,575.00	2,100.00	2,300.00
4261 Enterphone	52.18	75.00	55.00	469.64	675.00	900.00	660.00
4267 Laundry Equipment	215.01	215.00	215.00	1,935.08	1,935.00	2,580.00	2,580.00
4285 Fire Alarms & Security	160.22	100.00	83.33	1,441.99	900.00	1,200.00	1,000.00
4290 Locksmith	62.42	58.33	41.67	561.77	525.00	700.00	500.00
4295 Overhead Door	106.57	125.00	103.33	959.15	1,125.00	1,500.00	1,000.00
4305 Pest Control	102.67	41.67	116.67	924.00	375.00	500.00	1,400.00
4312 Interior Repairs & Projects	656.15	1,000.00	1,000.00	5,905.36	9,000.00	12,000.00	12,000.00
4320 Siding Cleaning	41.67	66.67	41.67	375.00	600.00	800.00	500.00
<i>4324 One-Time Only:</i>							
<i>Hallway Renovations</i>	<i>4,873.63</i>	<i>0.00</i>	<i>0.00</i>	<i>43,862.65</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
Interior Maintenance	6,467.08	1,856.67	1,828.33	58,203.68	16,710.00	22,280.00	21,940.00
4400 Electricity	422.71	483.33	500.00	3,804.41	4,350.00	5,800.00	6,000.00
4420 Gas	652.84	741.67	916.67	5,875.52	6,675.00	8,900.00	11,000.00
Utilities	1,075.55	1,225.00	1,416.67	9,679.93	11,025.00	14,700.00	17,000.00
4350 Exterior Repairs & Projects	99.11	416.67	423.17	892.00	3,750.00	5,000.00	5,078.00
4530 Landscaping	454.74	466.67	466.67	4,092.67	4,200.00	5,600.00	5,600.00
4536 Pruning & Tree Removal	0.00	58.33	0.00	0.00	525.00	700.00	0.00
4540 Snow Removal	0.00	25.00	25.00	0.00	225.00	300.00	300.00
Exterior Maintenance	553.85	966.67	914.83	4,984.67	8,700.00	11,600.00	10,978.00
5025 Income Tax Return	0.00	16.67	0.00	0.00	150.00	200.00	0.00
5030 Legal Fees	(108.20)	83.33	83.33	(973.76)	750.00	1,000.00	1,000.00
5035 Council	43.60	51.67	62.50	392.40	465.00	620.00	750.00
5040 Management Fees	445.75	450.00	450.00	4,011.75	4,050.00	5,400.00	5,400.00
5043 Worker's Comp Board	0.00	16.67	0.00	0.00	150.00	200.00	0.00
7500 Insurance	993.71	1,000.00	1,000.00	8,943.38	9,000.00	12,000.00	12,000.00
9020 Bank Charges	(1.11)	10.00	10.00	(10.00)	90.00	120.00	120.00
9045 Postage/Photocopies/Misc	167.85	66.67	83.33	1,510.67	600.00	800.00	1,000.00
9055 Contingency Reserve	1,666.74	1,666.67	1,666.67	15,000.66	15,000.00	20,000.00	20,000.00
Administration	3,208.34	3,361.67	3,355.83	28,875.10	30,255.00	40,340.00	40,270.00
EXPENSES	12,162.41	8,265.00	8,482.33	109,461.72	74,385.00	99,180.00	101,788.00
OWNERS' SURPLUS	\$1,328.02	\$167.33	\$0.00	\$11,952.20	\$1,506.00	\$2,008.00	\$0.00

Appendix 2: 2008 Balance Sheet

Norfolk Manor - 615 North Road, Coquitlam, BC		
Balance Sheet		
For the Nine Months Ending September 30, 2008		
ASSETS	<i>Year to Date 2008</i>	<i>Year to Date 2007</i>
1000 Petty Cash	200.00	0.00
1010 Bank	13,656.23	14,644.79
1011 Bank - Insurance Reserve	8,000.00	0.00
1012 Bank - Special Assessment	1,803.09	0.00
1050 Contingency Reserve Fund	73,113.69	94,763.79
1051 Contingency - Special Assessment	8,141.09	0.00
1100 Accounts Receivable	7,292.76	2,756.30
1101 Accounts Receivable - Special Assessment	1,193.16	0.00
1310 Prepaid Insurance	0.00	3,773.64
TOTAL ASSETS	\$113,400.02	\$115,938.52
LIABILITIES		
2000 Accounts Payable	8,925.00	0.00
2650 Contingency Reserve Fund	81,254.78	94,763.79
2655 Insurance Reserve	8,000.00	0.00
2660 Special Project Reserve	2,996.25	0.00
TOTAL LIABILITIES	101,176.03	94,763.79
EQUITY		
2960 Retained Earnings	271.79	31,266.84
Current Year Income	11,952.20	(10,092.11)
TOTAL EQUITY	12,223.99	21,174.73
TOTAL LIABILITIES AND EQUITY	\$113,400.02	\$115,938.52

Appendix 3: Bylaws for Deletion from Resolution #11

13.1 No owner, occupant or tenant of a strata lot shall claim compensation from the Strata Corporation for any loss or damage to the property of the owner, occupant or tenant arising from any defect or want or repair of the common property or any part thereof, unless such loss or damage resulted from the negligent act or omission on the part of the Strata Corporation, its employees or agents. Without limiting the generality of the foregoing, an owner shall indemnify and hold harmless the Strata Corporation from any claim or any loss or damage to the property or person of any tenant arising from any defect or want of repair of the common property or any part thereof, unless such loss or damage resulted from the negligent act or omission of the part of the Strata Corporation, its employees or agents.

13.2 The Strata Corporation shall not be responsible to an owner, occupant or tenant for any loss, damage or expense caused by an overflow or leakage of water from any adjoining buildings or by the breaking or bursting of any pipe or plumbing fixtures, or in any other manner whatsoever, unless such damage shall result from the negligent act or omission on the part of the Strata Corporation, its servants or agents. Without limiting the generality of the foregoing, an owner shall indemnify and hold harmless the Strata Corporation from any claim by a tenant for any such loss, damage or expense, unless such damage shall result from a negligent act or omission on the part of the Strata Corporation, its servants or agents. An owner shall be responsible to inform his tenant(s) of the potential risks of water damage, such as parking in the garage area or storing articles in a locker.

Appendix 3: Bylaws for Deletion from Resolution #12

14.2 Where an owner, occupant or tenant is entitled to keep a pet pursuant to the “grandfather” provisions of the Strata Property Act, the owner, occupant or tenant shall not keep or allow any pet in his/her strata lot or on the common property, except for those pets registered with the Strata Corporation.

14.3 All pets are to be registered (i.e. name, description, until number) with the Strata Corporation. Pets must be registered with the municipality if so required.

14.4 No loose animals or pets of any kind will be permitted at anytime within the boundaries of the common property, excluding balconies. Pets must be kept on a leash or be carried when on common property. All pets must be kept on a leash or be carried when on common property. All pets must be kept under control at all times.

14.5 An owner, occupant or tenant shall not allow any animal to be secured on any part of the common property except within the confines of the patio or balcony to which the owner, occupant or tenant has exclusive use.

14.6 Owners, occupants or tenants shall be responsible for any damage caused by their pets or those of their guests or visitors.

14.7 An owner, occupant or tenant shall not permit any animal to urinate or defecate upon the common property. All animals must be taken off the common property for the performance of their duties. If an animal does foul the common property or a strata lot, the owner of the animal must promptly clean up any excrement or urine.

14.9 The municipal pound will be authorized to impound any pet found loose on the common property, at the owner’s expense. Pets not under the control of the owner on the common property may be delivered to the municipal pound at the pet-owner’s expense.

14.11 Any owner, occupant or tenant, who keeps a pet, which, in the opinion of the council, proves to be a nuisance, whether on the strata lot or the common property, may be ordered by the council to remove the animal permanently from the premises.

Appendix 4: Bylaws for Deletion from Resolution #13

20.2 Within two (2) weeks of renting all or part of a strata lot an owner shall deliver to the Strata Corporation a Notice of Tenant's Responsibilities signed by the tenant.

20.3 For the purpose of enforcement of section 20.1, a tenant shall be defined to include:

- a) Any person not a member of the immediate family of the owner;
- b) Any person beneficially owning less than 50% of the shares, which carry the right to vote, or a corporate owner;
- c) Any person owning less than 40% undivided registered or beneficial interest in the strata lot.

20.4 Those owners renting their strata lots in accordance with the bylaw for the time being in force, as of the date of approval of this bylaw may continue to rent their strata lots until;

- a) One year after the tenant ceases to occupy the strata lot;
- b) One year after the bylaw is passed.

20.5 Where an owner wishes to rent his/her strata lot, the owner or his/her representative shall submit a written application to the Strata Corporation requesting that he/she be placed on the "rental waiting list". Such applications will be assigned priority by the date they are received.

20.6 Where an application to rent has been approved the owner has 90 days from the notice of approval to rent the strata lot. Should the owner fail to rent the unit within the time period, the approval will lapse and the owner will be required to submit new application to rent. Should no applications be received from other owners, the approval will be extended for consecutive 30 day periods.

20.7 An owner who rents his/her strata lot in accordance with this bylaw and does not reoccupy the unit during any subsequent period will not be required to submit a new application to rent unless the unit is vacant for a period exceeding 90 days.