

**BY-LAWS STRATA PLAN V.R. 232**

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Approved at the December 11, 2006 AGM

**BY-LAW 1: DUTIES OF AN OWNER**

An Owner shall:

- 1.1 permit the Strata Corporation and its agents, at all reasonable times on notice (except in case of emergency, when no notice shall be required), to enter his strata lot for the purpose of inspecting the same and maintaining, repairing, or renewing pipes, wires, cables, and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or common property, or for the purpose of ensuring that the By-Laws are being observed;
- 1.2 forthwith carry out all work that may be ordered by any competent public or local authority in respect of his strata lot other than work for the benefit of the Building generally and pay all rates, taxes, charges, out-goings and assessments that may be payable in respect of his strata lot and in advance, if so prescribed;
- 1.3 repair and maintain his strata lot, including all windows, and doors, and areas allocated to his exclusive use, and keep it in a state of good repair, reasonable wear and tear and such damage as is insured against by the Strata Corporation excepted;
- 1.4 use and enjoy the common property and common assets in a manner that will not unreasonably interfere with the use and enjoyment thereof by other Owners or their families or visitors;
- 1.5 not use his strata lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a strata lot (whether an Owner or not) or his family;
- 1.6 notify the Strata Corporation forthwith upon any change of ownership or of any mortgage or other dealing in connection with his strata lot;
- 1.7 comply strictly with these By-laws and with such Rules and Regulations as may be adopted by the Strata Corporation from time to time.

**BY-LAW 2: DUTIES OF THE STRATA CORPORATION**

The Strata Corporation shall:

- 2.1 control, manage, maintain and administer the common property and common assets of the Strata Corporation for the benefit of all Owners;
- 2.2 keep in a state of good and serviceable repair and properly maintain the fixtures and fittings including the elevators, whirlpool, recreational facilities and other apparatus and

- equipment used in connection with the common property and common assets of the Strata Corporation;
- 2.3 maintain all common areas, both internal and external, including the lawns and gardens, parking and storage areas, public halls and lobbies;
  - 2.4 maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, chutes, and ducts for the time being existing in the building and capable of being used in connection with the enjoyment of more than one strata lot or common property;
  - 2.5 if it so seems advisable, obtain and retain by contract the services of a real property manager (the "Manager") for such purposes and upon such terms as the Council may from time to time decide;
  - 2.6 on the written request of an Owner or Mortgagee of a strata lot, produce to such Owner or Mortgagee, or person authorized in writing by the Owner or Mortgagee, the policy or policies of insurance effected by the Strata Corporation and the receipt or receipts for the last paid premium or premiums in respect thereof;
  - 2.7 maintain and repair the exterior of the building (including roofs, windows, doors, balconies, patios, and patio fences) and including the decorating of the whole of the exterior of the building;
  - 2.8 collect and receive all contributions towards the common expenses paid by the Owners and deposit same in a separate account with a chartered Bank or Trust Company;
  - 2.9 pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Strata Corporation;
  - 2.10
    - (a) keep in a state of good and serviceable repair and properly maintain common property and common assets of the Strata Corporation; and
    - (b) comply with notices or orders by any competent public or local authority requiring repairs or work to be done in respect of the land included in the strata plan or the building, common property or common assets of the Strata Corporation;
  - 2.11
    - (a) obtain and maintain insurance on the building, the common property, the common assets, and any insurable improvements owned by the Strata Corporation to full replacement values;
    - (b) review annually the adequacy of the insurance;
    - (c) pay when due premiums on policies of insurance;
    - (d) obtain and maintain insurance in respect of all other perils, including liability, which would be prudent for a strata corporation to obtain.

**BY-LAW 3: POWERS OF THE STRATA CORPORATION**

The Strata Corporation may:

- 3.1 purchase, hire, or otherwise acquire personal property for use by Owners in connection with their enjoyment of common property and common assets;
- 3.2 borrow monies required by it in the performance of its duties or the exercise of its powers;
- 3.3 secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by combination of those means;
- 3.4 invest in separate accounts, in accordance with the *Strata Property Act* (the "Act"), any monies in the operating fund for common expenses or in the contingency reserve fund;
- 3.5 make an agreement with any Owner or occupier of a strata lot for the provision of amenities or services by it to the strata lot or to the Owner or occupier thereof;
- 3.6 grant to an Owner the right to exclusive use and enjoyment of common property, or special privileges in respect thereof, the grant to be determinable on reasonable notice;
- 3.7 designate common property as limited common property and specify the strata lots that are to have use of the limited common property;
- 3.8 do all things necessary for the enforcement of the By-Laws and the Rules and Regulations of the Strata Corporation and for the control, management and administration of the common property and common assets of the Strata Corporation generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the By-Laws or Rules and Regulations. Any fine under this By-Law shall become due and payable to the Strata Corporation upon demand;
- 3.9 make such Rules and Regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment, safety and cleanliness of the whirlpool, recreational facilities and other parts of the common property and common assets of the Strata Corporation;
- 3.10 determine the levy for the contingency reserve fund, which shall be no less than ten percent of the total annual budget, until the reserve reaches an amount that the Council considers sufficient having regard to the type of building and equipment in the strata plan, and thereafter raise such further amounts from time to time and over such periods of time as the Council thinks fit;
- 3.11 join any organization serving the interests of strata corporations generally and assess the membership fee in the organization as part of the common expenses;
- 3.12 carry out any repairs or work required by the notice or order of any competent public or local authority in respect of a strata lot, whether authorized by the Owner or not;

- 3.13 pay on behalf of the Owner any taxes, assessments, rates, and charges required to be paid by the Owner.

**BY-LAW 4: COUNCIL OF THE STRATA CORPORATION**

- 4.1 The powers and duties of the Strata Corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the Council of the Strata Corporation (hereinafter called the "Council").
- 4.2 The Council shall consist of five (5) resident Owners who shall be elected at each Annual General Meeting of the Strata Corporation.
- 4.3 At each Annual General Meeting of the Strata Corporation all the Members of the Council shall retire from office and the Strata Corporation shall elect a new Council, but a retiring Member of the Council shall be eligible for re-election.
- 4.4 The Strata Corporation may, by majority resolution at an Annual or Special General Meeting, remove any Member of the Council before the expiration of his term of office and appoint another resident Owner in his place, to hold office until the next Annual General Meeting.
- 4.5 The office of Member of the Council shall be vacated if the Member:
- (a) by notice in writing to the Strata Corporation resigns his office; or
  - (b) ceases to be a resident Owner; or
  - (c) becomes bankrupt; or
  - (d) becomes incapacitated to an extent that he cannot perform his duties as a Member of Council; or
  - (e) in the case of a Company which is a Member of the Council, becomes bankrupt or makes an assignment for the benefit of creditors or if proceedings are begun to wind up the Company otherwise than for the purpose of amalgamation or reconstruction; or
  - (f) has been removed from office in accordance with the provisions of these By-Laws.
- 4.6 Where a vacancy on the Council occurs, the remaining Members of the Strata Council shall select from among the Owners a resident Member to replace the departing Council Member and to fulfill the balance of his term of office.
- 4.7 A quorum of the Council is three.
- 4.8 At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council shall elect from among its Members a President, a Vice-President, a Secretary and a Treasurer, who shall hold office until the conclusion of the

next Annual General Meeting of the Strata Corporation or until their successors are elected or appointed.

- 4.9 The President of the Council shall have a casting vote in addition to his original vote.
- 4.10 Where the President is absent from any meeting of the Strata Council, or resigns during the course of any meeting, the Vice-President shall act as the President and shall have all the duties and powers of the President while so acting.
- 4.11 In the absence of both the President and the Vice-President, the Members present shall from among themselves appoint a President for that meeting who shall have all the duties and powers of the President while so acting.
- 4.12 At meetings of the Council all matters shall be determined by simple majority vote.
- 4.13 All acts done in good faith by the Council are, notwithstanding it be afterward discovered that there was some defect in the appointment or continuance in office of any Member of the Council, as valid as if the Member had been duly appointed or had duly continued in office.

#### **BY-LAW 5: DUTIES OF THE STRATA COUNCIL**

The Council shall:

- 5.1 meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any Member gives to the other Members not less than seven days' notice of a meeting proposed by him, specifying the reason for calling the meeting; or upon less than seven days' notice if the other Members agree to waive the requirement for seven days' notice;
- 5.2 engage for and on behalf of the Strata Corporation such agents as it thinks fit in connection with the control, management, and administration of the common property and common assets of the Strata Corporation, and the exercise and performance of the powers and duties of the Strata Corporation;
- 5.3 subject to any restriction imposed or direction given at a General Meeting, delegate to one or more of its Members or to a Committee of owners such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- 5.4 keep minutes of its proceedings;
- 5.5 cause minutes to be kept of General and Special Meetings;
- 5.6 cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
- 5.7 prepare proper accounts relating to all monies of the Strata Corporation, and the income and expenditure thereof, for each Annual General Meeting;

- 5.8 on application from an Owner or Mortgagee, or any person authorized in writing by him, make the books of account available for inspection at all reasonable times;
- 5.9 at least once in each year cause the books and accounts of the Strata Corporation to be audited;
- 5.10 cause to be prepared and distributed to each Owner a financial statement of the receipts and disbursements made by the Strata Corporation within ninety (90) days of the end of the fiscal year of the Strata Corporation;
- 5.11 levy an Owner's contribution to the common expenses of the Strata Corporation in the proportion that the unit entitlement of that Owner's strata lot bears to the aggregate unit entitlement of all strata lots.

#### **BY-LAW 6: GENERAL MEETINGS**

- 6.1 Subject to section 41 of the *Strata Property Act*, Annual General Meetings shall be held once in each year, and not more than two (2) months following the Strata Corporation's fiscal year end.
- 6.2 All General Meetings other than the Annual General Meeting shall be called Special General Meetings.
- 6.3 The Council may, whenever it thinks fit, and shall upon requisition in writing by Owners or Mortgagees of 25% of the strata lots, convene a Special General Meeting.
- 6.4
  - (a) Fourteen days' notice of every General Meeting specifying the place, the date, and the hour of meeting, and in the case of special business, the general nature of such business, shall be given to all Owners and Mortgagees who have notified their interests to the Strata Corporation;
  - (b) Notice shall be given to the Owner or Mortgagee by sending it to him by post at the address supplied to the Strata Corporation by the Owner or Mortgagee for that purpose or, should no such address be supplied, then to the last address known to the Strata Corporation for the Owner or Mortgagee;
  - (c) Any notice shall be deemed to have been received forty-eight (48) hours following the posting thereof, addressed as aforesaid at a post office in British Columbia;
  - (d) The accidental omission to give notice to an Owner or Mortgagee does not invalidate the meeting or any proceedings thereat;
  - (e) In computing the number of days of notice of a General Meeting required under these By-Laws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted.

- 6.5 All business that is transacted at an Annual General Meeting shall be deemed special business with the exception of the consideration of accounts and election of Members of the Council.
- 6.6 Save as may be otherwise provided in these By-Laws, no business shall be transacted at any General Meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.
- 6.7 One-third of the persons entitled to vote, present in person or by proxy, shall constitute a quorum.
- 6.8 If within one-half hour from the time appointed for a General Meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time, and if at the adjourned meeting a quorum is not present within one-half hour from the time appointed for the meeting, the persons entitled to vote who are present shall be a quorum.
- 6.9 The President of the Council shall be the Chairperson of all General Meetings or in his absence from the meeting, or in case he shall vacate the chair, the Vice-President of the Council shall act as Chairperson provided always that if the President and Vice-President be absent or shall vacate the chair or refuse to act, the meeting shall appoint a Chairperson.

#### **BY-LAW 7: PROCEEDINGS AT GENERAL MEETINGS**

The Order of Business at all General Meetings shall be:

- 7.1 The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last Annual or Special General Meeting;
  - (g) deal with unfinished business;
  - (h) receive reports of Council activities and decisions since the previous Annual General Meeting, including reports of committees, if the meeting is an Annual General Meeting;
  - (i) ratify any new rules made by the Strata Corporation under section 125 of the Act;

- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a Council, if the meeting is an Annual General Meeting;
- (n) terminate the meeting.

#### **BY-LAW 8: VOTES OF OWNERS**

- 8.1 At any General Meeting, a resolution by the vote of a meeting shall be decided on a show of hands, unless a poll is demanded by any Owner present in person or by proxy.
- 8.2 Unless a poll be so demanded, a declaration by the Chairperson that a resolution has, on the show of hands, been carried, is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- 8.3 A demand for a poll may be withdrawn.
- 8.4 A poll, if demanded, shall be taken in whatever manner the Chairperson thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 8.5 In the case of equality in the votes, whether on a show of hands or on a poll, the Chairperson of the meeting is entitled to a casting vote in addition to his original vote.
- 8.6 On a show of hands, each Owner shall indicate his vote by showing his voting card.
- 8.7 On a show of hands or on a poll, votes may be given either personally or by proxy.
- 8.8 An instrument appointing a proxy shall be in writing under the hand of the appointer or his Attorney, and may be either general or for a particular meeting.
- 8.9 A proxy need not be an Owner.
- 8.10 Except in cases where, by or under the *Strata Property Act*, a unanimous resolution is required, no Owner is entitled to vote at any General Meeting where the Strata Corporation is entitled to register a Certificate of Lien against the Owner's strata lot.
- 8.11 Where there is more than one Owner of a strata lot, those Owners shall inform the Council from time to time as to which one Owner is eligible to exercise the vote for that strata lot.



- 8.12 Where an Owner is a trustee, he shall exercise the voting rights in respect to the strata lot to the exclusion of persons beneficially interested in the strata lot, and those beneficiaries shall not vote.
- 8.13 Notwithstanding provisions of these By-Laws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage provides that the power of vote conferred to an Owner by or under the Act may be exercised by the Mortgagee and where the Mortgagee has given written notice of his mortgage to the Strata Corporation, no instrument or proxy shall be necessary to give the Mortgagee the said power to vote, and the Mortgagee shall indicate his presence at the calling of the roll, and he, not the Owner, shall be issued a voting card.

#### **BY-LAW 9: VIOLATION OF BY-LAWS**

- 9.1 Any infraction or violation of these By-Laws or any Rules and Regulations established by the Strata Corporation on the part of an Owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the Strata Corporation.
- 9.2 Any costs or expenses expended or incurred by the Strata Corporation in correcting, remedying or curing such infraction or violation, shall be charged to such Owner and shall be added to and become a part of the strata fees of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Strata Corporation, and such expenses shall become due and payable on the date such strata fees are due.
- 9.3 The Strata Corporation may recover from an Owner by an action for debt in any Court of competent jurisdiction any sum of money which the Strata Corporation is required to expend as a result of any act or omission by the Owner, his employees, agents, invitees or tenants, which violates these By-Laws or any Rules or Regulations established by the Strata Corporation, and there shall be added to any amount found due, all costs of such action including legal costs.
- 9.4 Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies.

#### **BY-LAW 10: USE OF STRATA LOT**

- 10.1 The strata lot shall be used exclusively as a private dwelling home for one family, which may include a live-in housekeeper or nurse.
- 10.2 The strata lot shall not be used for any commercial or professional purposes, or for any purpose which may be illegal or contrary to any Government or Municipal By-Laws or Ordinances, or is injurious to the reputation of the building or its Owners.
- 10.3 When the purpose for which a strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, the strata lot shall not be used for any other purpose.

**BY-LAW 11: DISTURBANCE OF OTHERS**

- 11.1 No noise shall be made in or about any strata lot or the common property which in the opinion of the Council is a nuisance or unreasonably interferes with the use and enjoyment of any other strata lot by its Owner.
- 11.2 Mops or dusters of any kind shall not be shaken from, and nothing shall be thrown out of any window, door, stairway, passage or other part of the strata lot or the common property.
- 11.3 No restrictions or hindrances shall be caused to sidewalks, entrances, exits, halls, passages, stairways, vestibules, or other parts of the common property.
- 11.4 No Owner, guest or visitor shall be permitted to trespass on that part of common property to which another Owner is entitled to exclusive occupation.

**BY-LAW 12: HAZARDS**

- 12.1 Everything must be done to reduce fire hazards and nothing may be brought or stored on a strata lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.
- 12.2 No material substances, especially burning material such as cigarettes or matches, shall be thrown out or permitted to fall out of any window, door, balcony, stairway, passage, or other part of a strata lot or common property.
- 12.3 Waterbeds shall be permitted in strata lots provided they contain a safety liner and provided further that the Owner of the strata lot provides to the Council an insurance undertaking evidencing sufficient liability coverage.
- 12.4 For protection of common property and safety of Owners, in the event of an emergency emanating from a strata lot whose occupant cannot be contacted, the Council or its agents may gain access to the strata lot by force at the occupant's expense.
- 12.5 The use of barbecues and hibachis on balconies or common property is permitted only with the consent of Council.

**BY-LAW 13: CLEANLINESS**

- 13.1 An Owner shall not allow the area around his strata lot to become untidy. Rubbish, dust, garbage, boxes, packing cases, shoes, carpets, or the like shall not be thrown, piled or stored in corridors, stairways, or any other parts of the common property. The Council shall be at liberty to remove rubbish from and clean up common property and charge the expense to the offending Owner or occupier.
- 13.2 Any unwanted material emanating from a strata lot, other than ordinary household refuse and garbage, shall be removed from the building by the Owner or occupier of the strata lot.

13.3 An Owner shall not allow his strata lot to become unsanitary.

**BY-LAW 14: EXTERIOR APPEARANCE AND ALTERATIONS**

- 14.1 No signs, fences, billboards, placards, advertising, or notices of any kind shall be erected or displayed on the common property or external to a strata lot, without prior approval by the Council.
- 14.2 No awning, shade, or screen, and no radio or television antenna shall be hung from or attached to the exterior of a strata lot without prior written consent of the Council.
- 14.3 No laundry, washing, clothing, bedding or other articles shall be hung, or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 14.4 No structural alterations either to the interior or the exterior of the building shall be made, nor shall wiring, plumbing, piping or other services be altered or supplemented on the strata lot or within any walls or on the common property, without previous written approval of the Council.
- 14.5 The exterior appearance of the building shall not be altered by painting wood, ironwork, concrete or other exterior parts of the building without prior written consent of the Council.

**BY-LAW 15: CARS**

- 15.1 A resident shall use the parking space which has been specifically assigned to his strata lot and he shall not park on any common property.
- 15.2 The parking spaces assigned to a strata lot shall not be rented or leased to non-residents.
- 15.3 Garage rules, especially posted speed limits, MUST be strictly observed by all users of the underground parking facilities. The maximum speed limit shall be five (5) miles per hour.
- 15.4 No major repairs or adjustments shall be made to motor-vehicles anywhere within the building or on common property.
- 15.5 Non-resident vehicles are PROHIBITED on common property without the written permission of the Council, except in the course of delivery to or removal from common property.
- 15.6 There shall be no honking of automobile horns entering, leaving, or within, the parking area.

**BY-LAW 16: ANIMALS**

- 16.1 An Owner shall not keep any pets, livestock, fowl, or commercial or exotic animals in any strata lot or on common property.

- 16.2 Pigeons, seagulls and any other birds shall not be fed from any strata lot or the common property.

#### **BY-LAW 17: DAMAGE TO PROPERTY**

- 17.1 No Owner shall be entitled to claim any compensation from the Strata Corporation for any loss or damage to the property or person of the Owner 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 Strata Corporation, its employees or agents.
- 17.2 The Strata Corporation shall not be responsible to an Owner for any loss, damage or expense caused by an overflow or leakage of water from any adjoining strata lot or common property, or by the breaking or bursting of any pipes or plumbing fixtures, or in any other manner whatsoever, unless such damage results from the negligent act or omission of the Strata Corporation, its employees or agents.
- 17.3 Where the Strata Corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or the common property, the Strata Corporation and its agents shall in carrying out any such work or repairs do so in a proper and workmanlike manner and shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.
- 17.4 An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property or to any strata lot by his act, neglect or carelessness or by that of any member of his family or his or their guests, servants, agents or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation.
- 17.5 An Owner shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally.

#### **BY-LAW 18: CHEQUES, BUDGET & COMMON EXPENSES**

- 18.1 All cheques drawn on any account of the Strata Corporation shall, except where a Manager had been appointed and authorized to make expenditures, be signed by at least two Members of the Council and all cheques or other negotiable instruments for the credit of any such account may be endorsed by any one Member of the Council.
- 18.2 Prior to the 1<sup>st</sup> day of December in each calendar year, the Strata Corporation shall cause to be prepared a budget, setting out by categories, its best estimate of the common expenses of the Strata Corporation for the ensuing calendar year. The budget shall include a reasonable provision for contingencies and replacements, such amount not to be less than 10% of the total operating budget expenditures.

- 18.3 Prior to the 15<sup>th</sup> day of December in each calendar year, the Strata Corporation shall deliver or mail to each Owner at the municipal address of his strata lot, a copy of the budget for the ensuing calendar year together with a notice of the assessment for his contribution towards the common expenses of that year.
- 18.4 The common expenses set forth in each assessment shall be payable to the Strata Corporation or to any other person, firm or corporation to whom the Strata Corporation shall direct payment to be made from time to time, in twelve equal consecutive monthly instalments in advance, the first instalment to be made on the 1<sup>st</sup> day of January immediately following receipt of such notice of assessment.
- 18.5 MONTHLY STRATA FEE PAYMENTS are due and payable on the 1<sup>st</sup> day of each month. Strata fees not received by the 15<sup>th</sup> day of the month in question will be subject to a \$10.00 penalty. Payment of strata fees plus penalty not received by the 15<sup>th</sup> day of the following month will be subject to an additional \$10.00 penalty. At the end of a three-month period of non-payment, the Strata Corporation may register a Certificate of Lien on the strata lot involved, at the Owner's expense, for the total monies due including all costs involved in collecting the outstanding amount.
- 18.6 Within ten days following written application therefore by the Owner, the Strata Corporation shall furnish to the Owner a statement setting forth as of its date the amount of any unpaid strata fees then due from such Owner and the amount outstanding, if any, in the contingency reserve fund.
- 18.7 If at any time it appears that the annual assessment of contribution towards the common expenses will be insufficient to meet the common expenses, the Strata Corporation may assess and collect a special levy against each strata lot in an amount sufficient to cover the additional anticipated common expenses. The Strata Corporation shall give notice of such further special levy to all Owners which shall include a written statement setting out the reasons for the levy and the date the levy shall be due and payable by each Owner.

**BY-LAW 19: FINES**

- 19.1 Any Owner found in violation of a By-Law may be subject to a fine not to exceed \$200.00 per incident. Any Owner found in violation of a Rule or Regulation may be subject to a fine not to exceed \$50.00 per incident. A fine for breach of a By-Law or Rule may be invoked every seven days for a continuing breach.

**BY-LAW 20: SEVERABILITY**

- 20.1 The provisions of these By-Laws shall be deemed independent and severable and the invalidity in whole or in part of any By-Law does not affect the validity of the remaining By-Laws, which shall continue in full force and effect as if such invalid portion had never been included herein.

**BY-LAW 21: BEVERAGE AND ICE MACHINES**

- 21.1 An Owner may not install on any part of the common property any type of ice or beverage machine.

**BY-LAW 22: GUEST SUITE**

- 22.1 An Owner may book use of the Corporate Guest Suite for a maximum period of three (3) consecutive days. On the last of the three (3) days, if the Suite is available, a further three (3) consecutive days may be booked to a total of six (6) days only in any thirty (30) day period, to a maximum of twenty-one (21) days in any calendar year. The Owner must record all bookings in advance on the calendar located on the P1 Notice Board.
- 22.2 It is the responsibility of the Owner to thoroughly clean the Guest Suite upon completion of the occupancy by their guest.

**BY-LAW 23: RENTING/LEASING**

- 23.1 No strata lot may be rented or leased at any time.

**BY-LAW 24: GUESTS/TRADES PEOPLE**

- 24.1 Owners are responsible at all times for their guests, visitors or trades people. In particular, an Owner must accompany their guests while using the whirlpool, the billiard room, the exercise room, sauna and workshop.