

## EXHIBIT "A"

### DUTIES OF AN OWNER

#### 1. An owner shall:

- (a) 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 maintaining, repairing, or renewing common property, or for the purpose of ensuring that the by-laws are being observed;
- (b) 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 buildings generally and pay all rates, taxes, charges, outgoings, and assessments (including all assessments and contributions levied by the Strata Corporation from time to time) that may be payable in respect of his strata lot;
- (c) repair and maintain his strata lot, including all windows and doors, and keep it in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest, or act of God excepted;
- (d) use and enjoy the common property in a manner that will not unreasonably interfere with the use and enjoyment thereof by other owners or their families or visitors;
- (e) 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;
- (f) notify the Strata Corporation forthwith upon any change of ownership or of any mortgage or other dealing in connection with his strata lot;
- (g) comply strictly with these by-laws and with such rules and regulations as may be adopted pursuant thereto from time to time.

### BY-LAW 2

#### FURTHER DUTIES OF STRATA CORPORATION

#### 2. In addition to the duties of the Strata Corporation set forth in the Strata Titles Act the Strata Corporation shall:

- (a) control, manage, administer and maintain the common property for the benefit of all owners;
- (b) keep in a state of good serviceable repair and properly maintain the fixtures and fittings including the recreational facilities and elevators and other apparatus and equipment used in connection with the common property;
- (c) maintain the lawns and gardens on the common property;

(d) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one strata lot or the common property;

(e) maintain and repair the exterior of the buildings, (excluding windows, doors and patios but including roofs, balconies and patio fences) and including painting of the whole of the exterior of the buildings usually painted at time intervals to be recommended by the management agent or at such more frequent intervals as may be decided by the Strata Corporation;

(f) 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 premium or premiums in respect thereof;

(g) collect and receive all contributions towards the common expenses and all other assessments levied by the Strata Corporation from time to time and payable by the owners, and the Strata Corporation shall deposit same in a separate account with a chartered bank or trust company;

(h) 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, including but not limited to, management and maintenance fees, fire and liability insurance, garbage collection, common property lighting, cable television service, snow removal and landscape maintenance, water and sewer services and sewage pump maintenance and cost of legal, accounting and auditing services;

(i) if considered desirable, obtain and retain the services of a professional management agent upon such terms as it thinks fit to control, manage and administer the common property and to exercise and perform such powers and duties of the Strata Corporation as the Strata Corporation may confer upon such management agent. The management agent shall be bonded under the Real Estate Act of the Province of British Columbia.

### BY-LAW 3

#### FURTHER POWERS OF STRATA CORPORATION

3. In addition to the powers of the Strata Corporation set forth in the Strata Titles Act the Strata Corporation may:

(a) purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of common property;

(b) for the better use, control, management or administration of the Strata Corporation, purchase, sell, lease, mortgage or exchange real estate provided that such action is first approved by a vote of at least sixty-seven (67%) per cent of the owners at a meeting of the owners called for that purpose;

(c) borrow monies required by it in the performance of its duties or the exercise of its powers;

(d) add to, alter, enlarge or improve any recreational facility on the common property or the common property, provided that there shall be no such addition, alteration, enlargement, or improvement made if it involves an expenditure in excess of Two Thousand (\$2,000) Dollars, unless first approved by a vote of at least ninety (90%) per cent of the owners at a meeting of the owners called for that purpose;

(e) 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 a combination of those means;

(f) invest as it may determine any monies in the fund for administrative expenses;

(g) make an agreement with any owner or occupier of a strata lot for the provision of amenities or services by it to such strata lot or to such owner or occupier;

(h) grant to an owner the right to exclusive use and enjoyment of a portion of common property, or special privileges in respect thereof, the grant to be determinable on reasonable notice, unless the Strata Corporation by unanimous resolution otherwise resolves;

(i) 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 recreational facilities and other parts of the common property and do all things reasonably necessary for the enforcement of these by-laws and for the control, management and administration of the common property generally;

(j) provide and maintain out of the contributions to be levied by the Strata Corporation towards the common expenses or otherwise, such amount as the Council may determine from time to time to be fair and prudent for a contingency reserve fund. The contingency reserve fund shall be an asset of the Strata Corporation.

(k) do all things reasonably necessary for the enforcement of the by-laws and the control, management and administration of the common property.

#### 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.

4.2 Until the first annual general meeting of the Strata Corporation, the Council shall consist of the owner or owners of strata lots at the date of registration of Strata Plan No. VR61 (hereinafter called the "Strata Plan"). After the first annual general meeting the Council shall consist of five owners and shall be elected at each annual general meeting.

4.3 Except where the Council consists of the owner or owners of strata lots at the date of registration of the Strata Plan the Strata Corporation may, by special resolution at an extraordinary general meeting, remove any member of the Council before the expiration of his term of office and appoint another owner in his place to hold office until the next annual general meeting.

4.4. Any casual vacancy on the Council may be filled by the remaining members of the Council.

4.5 Except where the Council consists of the owner or owners of all strata lots at the date of registration of the Strata Plan, a quorum of the Council shall be three.

4.6 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 Chairman and a Vice-Chairman 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. The Chairman of the Council shall have a casting vote in addition to his original vote. Where the Chairman is absent from any meeting of Council, or vacates the chair during the course of any meeting, the Vice-Chairman shall act as the Chairman and shall have all the duties and powers of the Chairman while so acting. In the absence of both the Chairman and the Vice-Chairman the members present shall from among themselves appoint a Chairman for that meeting who shall have all the duties and powers of the Chairman while so acting.

4.7 At meetings of the Council all matters shall be determined by simple majority vote.

4.8 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) becomes bankrupt; or
- (c) is found lunatic or becomes of unsound mind; and in the case of a company which is a member of the Council the company shall become bankrupt or make an assignment for the benefit of creditors or if proceedings be begun to wind up the company, otherwise than for the purpose of amalgamation or reconstruction.

4.9 The Council may:

- (a) 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; provided that the Council shall meet at the call of the Chairman on such notice as he may specify without the necessity of the Chairman giving reasons for the calling of the meeting;
- (b) employ for and on behalf of the Strata Corporation such agents and servants as it thinks fit in connection with the control, management, and administration of the common property, and the exercise and performance of the powers and duties of the Strata Corporation;
- (c) subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke such delegation.

4.10 The Council shall:

- (a) keep minutes of its proceedings;
- (b) cause minutes to be kept of general meetings, and distribute copies of same to each owner;
- (c) 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 take place;
- (d) prepare proper accounts relating to all monies of the Strata Corporation and the income and expenditure thereof, for each annual general meeting;
- (e) cause such books and accounts to be audited annually by a chartered accountant and shall submit the report of the auditor to the annual general meeting and the cost of such audit shall be borne by the Strata Corporation;
- (f) cause to be prepared and distributed to each owner a financial statement of the receipts of contributions towards the common expenses and disbursements made by the Strata Corporation within ninety (90) days of the end of fiscal year of the Strata Corporation;
- (g) on application of an owner or mortgagee, or any person authorized in writing by him, make the books of account and minutes of its proceedings available for inspection at all reasonable times;
- (h) open such accounts in the name of the Strata Corporation in such bank or banks or trust companies as it deems necessary for the purposes of the Strata Corporation.

4.11 All acts done in good faith by the Council are, notwithstanding it be afterwards 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

GENERAL MEETINGS

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5.1 The first annual general meeting of owners shall be held within fifteen (15) months of the date of registration of the Strata Plan.

5.2 Subsequent annual general meetings shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next.

5.3 All general meetings other than the annual general meetings shall be called extraordinary general meetings.

5.4 An extraordinary general meeting shall be convened in any of the following events:

- (a) whenever the Council thinks fit, and
- (b) when the Council receives a requisition in writing signed by owners entitled to twenty-five (25%) per cent of the total Unit Entitlements of the strata lots.

5.5 Seven days' notice of every general meeting specifying the place, the date and the hour of meeting, and in case of special business the general nature of such business, shall be given to all owners and first mortgagees who have notified their interests to the Strata Corporation, but accidental omission to give notice to any owner or to any first mortgagee or non-receipt of notice by any owner or any first mortgagee does not invalidate any proceedings at any such meeting.

#### BY-LAW 6

##### PROCEEDINGS AT GENERAL MEETINGS

6.1 All business shall be deemed special that is transacted at any extraordinary general meeting and all that is transacted at the annual general meeting, with the exception of the consideration of accounts and election of members of the Council.

6.2 Save as in these by-laws otherwise provided, 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. One-half of the persons entitled to vote present in person (or by proxy) shall constitute a quorum, save as in by-law 6.3 provided.

6.3 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 present shall be a quorum.

6.4 The Chairman of the Council shall be the Chairman of all general meetings or in his absence from the meeting or in case he shall vacate the chair, the Vice-Chairman of the Council shall act as Chairman provided always that if the Chairman and Vice-Chairman be absent or shall vacate the chair or refuse to act, the meeting shall appoint a Chairman.

6.5 The Order of Business at general meetings, and as far as practical at all extraordinary general meetings, shall be:

- (a) election of Chairman of the Meeting, if the Chairman or in his absence the Vice-Chairman of the Council is absent;
- (b) calling of the roll and certifying of proxies;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading or dispensing with reading of minutes of the previous meeting, and a discussion on any matters arising therefrom;
- (e) reports of committees;
- (f) approval of accounts;
- (g) election of Council;
- (h) unfinished business;
- (i) new business;
- (j) adjournment.

6.6 At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any owner present in person or by proxy. Unless a poll be so demanded, a declaration by the Chairman 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. A demand for a poll may be withdrawn.

6.7 A poll, if demanded, shall be taken in whatever manner the Chairman thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

6.8 In the case of equality in the votes, whether on a show of hands or on a poll, the Chairman of the meeting is entitled to a casting vote in addition to his original vote.

#### BY-LAW 7

##### VOTES OF OWNERS

7.1 On a show of hands, an owner shall have one vote for each strata lot owned by him; on a poll, the votes of owners shall correspond with the Unit Entitlement of their respective strata lots.

7.2 On a show of hands or on a poll, votes may be given either personally or by proxy.

7.3 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. A proxy need not be an owner.

7.4 Except in cases where, by or under the Strata Titles Act, 1966, or amendments thereto, a unanimous resolution is required, no owner is entitled to vote at any general meeting unless all contributions payable in respect of his strata lot have been duly paid.

7.5 Co-owners may vote only by proxy jointly appointed by them or by one of the co-owners appointed by the other or others, and in the absence of such proxy or appointment of co-owner, co-owners are not entitled to a vote on a show of hands except when a unanimous resolution is required by the Strata Titles Act, but any one co-owner may demand a poll. On any poll, each co-owner is entitled to that part of the vote applicable to a strata lot that is proportionate to his interest in the strata lot. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the strata lot of the joint owners who do not vote personally or by individual proxy.

7.6 Where owners are entitled to successive interests in a strata lot, the owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll.

7.7 Where an owner is a trustee, he shall exercise the voting rights in respect of the strata lot to the exclusion of persons beneficially interested in the trust, and those persons shall not vote.

#### BY-LAW 8

##### COMMON SEAL

8. The Strata Corporation shall have a common seal, which shall at no time be used or affixed to any instrument except in the presence of at least two members of the Council or in the presence of any one or more members of the Council as may be authorized from time to time by resolution of the Council, who shall each sign

COMMON SEAL (Cont.)

every instrument to which the Common Seal is affixed, except that where there is only one member of the Strata Corporation his signature shall be sufficient for the purpose of this by-law, and if the only member is a company the signature of its appointed representative on the Council pursuant to by-law 19.1 hereof, or of the alternate of its representative duly appointed pursuant to by-law 19.2 hereof shall be sufficient for the purpose of this by-law.

BY-LAWS

THE OWNERS, STRATA PLAN VR61

SECOND SCHEDULE

BY-LAW 9

RULES AND REGULATIONS

9.1 The following rules and regulations shall be complied with at all times:

An owner shall not:

- (a) use or permit his strata lot to be used for any purpose other than as a private dwelling-house for one family;
- (b) use his strata lot for any purpose which may be illegal, or contrary to the provisions of any rules or ordinances of any governmental or municipal authority or which is injurious to governmental or municipal authority or which is injurious to the reputation of the neighborhood or to the owners or occupiers of the land and strata lots comprised in Strata Plan VR61;
- (c) make or permit undue noise in or about his strata lot or the common property, and no radio, television, musical instruments or other devices shall be used or played or rowdy parties held in a manner which causes a disturbance or interference with the comfort of others;
- (d) keep any animal, livestock, fowl or domestic or household pets on his strata lot or the common property without the prior written consent of the Council, provided that the Council may at any time in writing revoke such consent or request the removal of any domestic or household pet which is a nuisance or is causing an annoyance to others, whereupon such animal or pet shall be removed forthwith from the strata lot;
- (e) hang or display on or from windows, balconies or other parts of the building on his strata lot any laundry, washing, clothing, bedding or other materials or articles;



- (f) throw or allow to fall or permit to be thrown or to fall any material substance whatsoever out of or from any window, door, stairway, passage or other part of the strata lot or off the common property;
- (g) erect or permit to be erected or to remain any signs, fences (except patio fences), bill-boards, placards, advertising or any other fixture or fitting of any kind whatsoever external to any part of a strata lot or of the common property, except a temporary notice to let or sell the strata lot, or a personal name plate of a size and style approved by the Strata Corporation;
- (h) do or permit to be done anything whereby an obstruction, restriction or hindrance may be caused to the sidewalks, entrances, exits, halls, passages, stairways, vestibules, or other parts of the common property or to persons lawfully using the same;
- (i) leave or permit to be left on the common property any items likely to cause an obstruction, restriction or hindrance to other owners, their visitors, licencees, invitees or workmen, and such articles shall be stored by the owner in the building on his strata lot;
- (j) store or pile dust, rubbish, garbage, boxes, packing cases or the like on any stairway, corridor or passage of the common property or any other parts of the common property, and shall remove all garbage and the like from his strata lot and deposit it in the containers provided by the Strata Corporation at a central collection point;
- (k) place or park anything on the common property without the approval of the Strata Corporation;
- (l) perform any automobile repairs or repairs to other mechanical equipment on the common property;
- (m) cause a nuisance or annoyance to the occupiers of any of the strata lots by the starting or noisy running of an engine, or other device;
- (n) do anything on the strata lot, nor bring, nor keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance, or which will invalidate any insurance policy;
- (o) store any combustible, inflammable or other offensive material on his strata lot, except for a reasonable supply of fuel customarily used or for outdoor barbecues;
- (p) make or cause to be made any structural alteration either to the interior or to the exterior of the building on his strata lot or add to or alter the wiring, plumbing, piping or other services on his strata lot, or make any structural alteration within any bearing or party wall or the common property without first obtaining the written consent of the Council;
- (q) erect awnings or shades over and outside of the windows on his strata lot;
- (r) burn rubbish or any other material on his strata lot or on the common property, but this restriction shall not apply to the normal use of an outdoor barbecue;

(s) do or permit to be done anything on the grounds of the common property likely to damage the plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on the lawns so as to damage them or prevent their reasonable growth or to interfere with the cutting of lawns or the maintenance of the common property from time to time;

(t) permit any telephone, bell, or other noisy device to be hung on, attached to or to come into contact with any party wall;

(u) paint the wood, ironwork and other parts of the exterior of the building and the appurtenances thereto on his strata lot or the common property or do or permit to be done anything which would alter the exterior appearance of the building.

9.2 A Lessee or tenant of an Owner shall not permit as a permanent resident of his strata lot, an infant who has not attained the full age of 13 except by special permission of the Council or by special resolution at an annual or an extraordinary general meeting.

9.3 Each owner shall endeavour to conserve the plumbing and water system and the sewers and drains which service the building on his strata lot as well as the strata lots of other owners, and keep the same open and free from obstruction, and any damage to any of the aforesaid caused by the wrongful act or neglect of any owner or his guest shall be repaired at the expense of such owner.

#### BY-LAW 10

##### DAMAGE TO PROPERTY

10.1 No owner shall be entitled to claim any compensation from the Strata Corporation for any loss of 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.

10.2 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 buildings or by the breaking or bursting of any pipes or plumbing fixtures, or in any other manner whatsoever.

10.3 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 carry out any work or repairs in a proper and workmanlike manner and shall make good any damage to the strata lot occasioned by such work and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.

10.4 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.

BY-LAW 11

FINANCIAL AND COMMON EXPENSES

11.1 All cheques drawn on any account of the Strata Corporation shall, except where there is only one owner, and except where a management agent has 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.

11.2 BUDGET PROCEDURE: Prior to the 1st 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 next calendar year. In preparing the budget the Strata Corporation shall deduct any surplus accumulated in the preceding year but excluding the amount then outstanding in the contingency reserve fund established under the budget for the preceding year.

11.3 Prior to the 15th day of December in each calendar year the Strata Corporation shall deliver or mail by prepaid first-class registered mail addressed 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 for that year.

11.4 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 1st day of January immediately following receipt of such notice of assessment.

11.5 All payments of whatsoever nature required to be made by each owner and not paid on or before ten days after the date when due shall bear interest at such rate as may be determined by the Council from time to time from the date when due until paid. All payments on account shall first be applied to interest and then to the assessment payment first due.

11.6 Within ten days following application therefor by the owner, the Strata Corporation shall furnish to the owner a statement setting forth as of its date the amount of any unpaid assessments then due from such owner and the amount outstanding, if any, in the contingency reserve fund and belonging to the Strata Corporation but contributed by such owner.

BY-LAW 12

SPECIAL ASSESSMENTS

12. If at any time it appears that the annual assessment of contributions towards the common expenses will be insufficient to meet the common expenses, the Strata Corporation may assess and collect a special contribution or contributions against each strata lot in an amount sufficient to cover the additional anticipated common expense. The Strata Corporation shall give notice of such further assessment to all owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each owner in the manner and on the date or dates specified in the notice.

BY-LAW 13

LEASING OF LOTS

13. In the event that any owner desires to lease his strata lot he shall furnish to the Strata Corporation an undertaking, in form satisfactory to the Strata Corporation, signed by the proposed lessee, that the proposed lessee and occupants of the strata lot will comply with the provisions of the Strata Titles Act and these by-laws of the Strata Corporation. The owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee with respect to such obligations.

BY-LAW 14

TERMINATION

14. Subject to the provisions of the Strata Titles Act, upon termination of the Strata Corporation for any purpose, all debts of the Strata Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the owners in proportion to their Unit Entitlements, and thereupon the Strata Corporation shall cease to exist.

BY-LAW 15

SEVERABILITY

15. The provisions hereof 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 16

NOTICES

16. Unless otherwise specifically stated in these by-laws, service of any notice required to be given under the Strata Titles Act or under these by-laws shall be well and sufficiently given if mailed in the City of Vancouver by prepaid registered post addressed to the owner at the address of his strata lot or if left with him or some adult person at the said address.

BY-LAW 17

VIOLATION OF BY-LAWS

17.1 Any infraction or violation of these by-laws or any rules and regulations established pursuant to these by-laws on the part of an owner, his servants, agents, invitees or tenants may be corrected, remedied or cured by the Strata Corporation and any costs or expenses expended or incurred by the Strata Corporation in correcting, remedying or during such infraction or violation, shall be charged to such owner and shall be added to and become a part of the .

17.1 (cont.) assessment 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 shall become due and payable on the date of payment of such monthly assessment.

17.2 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 servants, agents, invitees or tenants, which violates these by-laws or any rules or regulations established pursuant to these by-laws, and there shall be added to any amount found due, all costs of such action including costs as between solicitor and client. 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 18

##### NOTICE OF DEFAULT TO MORTGAGEES

18. Where a mortgagee has notified the Strata Corporation of its interest, any notice of default sent to an owner shall also be sent to the mortgagee.

#### BY-LAW 19

##### COMPANY WHICH IS MEMBER OF COUNCIL

19.1 A company which is a member of the Council may by proxy, power of attorney or resolution of its directors appoint such person as it thinks fit to act as its representative on the Council and to attend meetings thereof and vote at such meetings on behalf of the company and such representative shall be entitled so to act provided notice in writing of his appointment shall have been given to the Council. Where a company is the only member of the Council a minute or resolution signed by its representative or by the alternate of its representative duly appointed pursuant to the by-law next following shall be deemed to be a resolution of the Council.

19.2 A representative of a company on the Council may appoint any person whether another owner or not and whether a member of the Council or not to service as his alternate representative on the Council and as such to attend and vote in his stead at meetings of the Council and to do anything specifically provided for in these by-laws. Such alternate shall, if present, be included in the count for a quorum and if he be a member of the Council he shall be entitled to two votes, one as a member of the Council and the other as an alternate representative of a member of the Council. If the representative so directs, notice of meetings of the Council shall be sent to the alternate representative and not to the appointing representative. An alternate representative shall ipso facto vacate office as an alternate representative of a member of the Council if and when the appointing representative vacates the office of a representative of a member of the Council or removes the alternate representative from office as alternate representative, and any appointment or removal under this by-law shall be made in writing under the hand of the representative making the same.