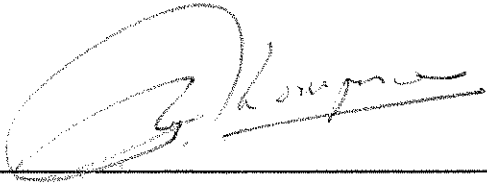


**STRATA PROPERTY ACT
FORM I
AMENDMENT TO BYLAWS
SECTION 128**

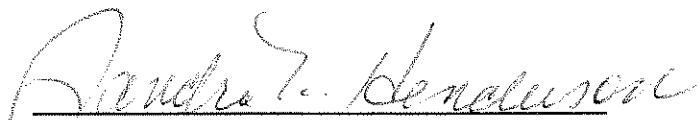
The Owners, Strata Plan KAS1424 certify that the following or attached amendments to the Bylaws of the Strata Corporation were approved by a Resolution passed in accordance with Section 128 of the Strata Property Act at an Annual General Meeting held on June 16, 2011.

To repeal and replace Bylaw 34.1 as presented.

The Strata Corporation may fine an Owner or tenant a maximum of
(a) \$200.00 for each contravention of a Bylaw;
(b) \$50.00 for each contravention of a Rule; and
(c) \$500.00 for each contravention of a Rental Restriction Bylaw



Signature of Council Member



Signature of Second Council Member

June 16, 2011

**SCHEDULE OF BYLAWS
STRATA CORPORATION KAS1424**

Division 1 – Duties of Owners, Tenants, Occupants and Visitors

1. Payment of Strata Fees

- 1.1 An Owner must pay Strata Fees on or before the first day of the month to which the Strata Fees relate. For convenience of Owners, post-dated cheques or direct-deposit payments may be arranged.
- 1.2 The Strata Council may levy an interest penalty of 10% per annum, compounded annually and calculated monthly, which will be charged on overdue payments. Any NSF cheques shall be replaced and charged at the current bank rate back to the unit.

2. Repair and Maintenance of Property by Owner

- 2.1 An Owner must repair and maintain the Owner's Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
- 2.2 An Owner who has the use of limited common property must repair and maintain it, except for the repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
- 2.3 An Owner shall ensure that he/she is adequately protected by property and liability insurance to cover their own Strata Lot losses, including improvements and betterment to the Lot, sewer and private drain backup and deductible coverage.

3. Use of Property

- 3.1. An Owner, tenant, occupant or visitor must not use a Strata Lot, the common property or the common assets in a way that:
 - (a) Causes a nuisance or hazard to another person or causes unreasonable noise. Further to the foregoing, quietness is to be observed between the hours of 11:00 p.m. and 7:00 a.m.;
 - (b) Unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another Strata Lot;
 - (c) Is illegal, is used for commercial or professional purposes or is contrary to the purpose for which the Strata Lot or common property is intended as shown expressly or by necessary implications on or by the Strata plan;

- (d) Is injurious to the reputation of the building or the Owners; or
- (e) Allows common property, breezeways and underground parking area to be used at any time for recreational purposes other than in designated recreation areas.

3.2. An Owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear to common property, common assets or those parts of a Strata Lot which the Strata Corporation must repair and maintain under these Bylaws or insure under Section 149 of the Act. This includes, but is not limited to, woodwork, paint work, walls, outdoor floor coverings (vinyl or carpet), balcony railings, fencing and doors.

4. Pets

4.1 An Owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset and must remove and dispose of their pet's fecal matter in a responsible and proper method.

4.2 An Owner, tenant, occupant must not keep any pets on a Strata Lot other than one or more of the following:

- (a) A reasonable number of fish or other small aquarium animals;
- (b) Up to 2 small caged mammals and/or birds;
- (c) One dog or one cat.

4.3 All pets must be licensed as required by Municipal Bylaws and registered with the Strata Council. Owners must complete a Strata Plan KAS1424 Pet Registration Form and forward it to Strata Council.

4.4 Pets must not be left alone for periods in excess of twenty-four (24) hours.

4.5 "Pets when fully grown cannot be more than 19 inches at the shoulder. Existing pets as of June 15, 2009 are grand fathered. All pets must be registered with the Strata Council using the appropriate form".

5. Inform Strata Corporation

5.1 Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, Strata Lot number and mailing address outside the Strata Plan, if any.

5.2 On request by the Strata Corporation, a tenant or renter must inform the Strata Corporation of his or her name.

6. Exterior Appearance

- 6.1 No signs, fences, billboards, placards, advertising or notices of any kind shall be erected or displayed in the common property or in or about any Strata Lot in any manner which makes the same visible from outside of the Strata Lot without prior written approval of the Council.
- 6.2 No awnings, shades, screens or glassed-in areas and no radio or television antenna shall be hung from or attached to the exterior of a Strata Lot without prior written approval of the Council.
- 6.3 No laundry, clothing, bedding or other articles shall be hung or displayed from the windows, patios, balconies or other parts of the building in such a manner that they are visible from outside the Strata Lot.
- 6.4 No storage cans, boxes, bottles or equipment shall be permitted to be stored in common areas including balconies and patios except where designated or with prior written approval of the Council.
- 6.5 Common areas remain under the direct control of the Strata Corporation. No trees, shrubs or other types of landscaping can be planted adjacent to ground-level Strata Lots without the prior written approval of the Council.
- 6.6 No Owner, tenant or occupant shall allow the area around his/her premises to become untidy or unsanitary. The Council shall be at liberty to remove any rubbish or clean up the common area in close proximity to any Owner's premises to its satisfaction and charge the expense of the cleanup to the Owner.
- 6.7 The exterior appearance of the building shall not be altered by hanging of coloured drapes, blinds or curtains which are not lined with an off-white or white colour or shade, or if not lined, white or off-white sun drapes are to be hung.

7. Barbeques

- 7.1 Personal barbeques or the use thereof is **NOT** allowed on Strata Plan KAS1424 Property.
- 7.2 A community barbeque is located in the swimming pool enclosure for use by all residents. User instructions are posted at the barbeque location.

8. Cars and Other Vehicles

- 8.1 A resident must use the numbered parking space(s) which have been specifically assigned to their Strata Lot. Parking spaces assigned to a Strata Lot shall not be rented to non-residents.
- 8.2 Vehicles parked in driveways, designated areas or other areas of common property, not authorized for parking, will be towed away at the risk and expense of the Owner.
- 8.3 No major repairs or adjustments shall be made to any motor vehicle or equipment on common property. A resident engaged in any repair that in the opinion of the Strata Council is inappropriate, compromises safety or creates a disturbance to other residents, shall be given notice in writing to discontinue immediately. Vehicles or items of any kind that are deemed unsightly or inappropriate may be removed from the premises at the resident's expense.
- 8.4 Recreational vehicles, boats or trailers of any kind may not be kept, stored, placed or parked on any part of the common property or any parking facility thereon, except in accordance with prior written approval of the Strata Council and such permission may be rescinded at the discretion of the Strata Council with 30 days written notice.
- 8.5 Each Owner or tenant is responsible for cleanup of emissions (oil, antifreeze, etc.) in their assigned parking stall(s). Only small rugs shall be used to catch leaks. The cost of cleanup shall be borne by the Owner. Parking stalls are not to be used for storage of any items other than vehicles except in accordance with prior written approval of the Strata Council. When terminating the use of an assigned parking stall, it is to be cleaned of oil emissions and the oil-soaked carpets discarded.
- 8.6 Strata Owners, tenants, occupants or their guests shall not park vehicles in either the commercial or the staff parking lots.

9. Damage to Property

- 9.1 An Owner shall indemnify and save harmless the Strata Corporation from expense of any maintenance, repair or replacement rendered necessary to common property or to any Strata Lot by his/her act, neglect or carelessness or by that of any member of his/her family or of their guests, servants, agents or tenants (e.g. but not limited to any loss, damage or expense caused by an overflow or leakage of water from any adjoining buildings or bursting of any pipes or plumbing fixtures). A claim made on a Strata Corporation insurance policy

requires prior approval of the Council and the Owner will be held responsible for the deductible portion of the claim.

- 9.2 An Owner, tenant, occupant or guest shall not cause damage to plants, bushes, flowers and lawns and shall not place chairs, tables or other objects on lawns so as to damage them or prevent their reasonable growth or interfere with the mowing of lawns from time to time.
- 9.3 No part of common property shall be used for the erection, placing or maintenance of incinerators, garbage disposal equipment, recreational or athletic equipment, fencing or gardens without the prior written approval of the Council.

10. Hazards

- 10.1 Everything should be done to reduce fire hazards and nothing should be brought or stored on a Strata Lot on common property which in any way will increase the risk of fire or the rate of fire insurance or other policies held by the Strata Corporation or which may invalidate any insurance policy.
- 10.2 Waterbeds must be of an approved CSA standard. The Owner of a Strata Lot must carry liability insurance and is responsible for any water damage to any part of the property resulting from the use of a waterbed.

11. Cleanliness and Refuse Disposal

- 11.1 Ordinary household refuse and garbage shall be deposited in containers provided by the Strata Corporation for that purpose at central collection points. Any materials other than ordinary household refuse and garbage shall be removed from Strata plan property at the expense of or by the individual Owner.
- 11.2 All cardboard must be put in the green recycling bin in the front of Phase 1. No cardboard to be placed in the **blue** bins.
- 11.3 Recyclable materials (newspapers, magazines, glass jar/bottles, beverage containers including liquor, milk containers etc. should be taken to a recycling depot, **not repeat not** disposed of in the blue bins).

12. Security

- 12.1 All Owners and residents share responsibility for ensuring the security of buildings and common property where access is limited (e.g. but not limited to, underground parking, storage lockers and swimming pool areas). No Owner, tenant, guest or visitor shall provide entry to these areas to any individual(s) who are not known to them.

13. Correspondence

- 13.1 All inquiries, comments or complaints from Owners, tenants, occupants or any other person to the Strata Council concerning matters of a non-emergency nature must be communicated in writing. All correspondence shall be dated and signed.

14. Rentals

- 14.1 Rentals shall be limited to not more than ten percent (10%) of available Strata Lots at any one time, except that:
- (a) Rentals to family members will not be counted in the 10% limit. Family member is defined as a spouse of the Owner, a parent or child of the Owner or a parent or child of the spouse of the Owner; and
 - (b) An Owner may apply for an exemption from the rental restriction bylaw on the grounds it causes hardship to the Owner. The application must be in writing, state the reasons and indicate whether the Owner wishes a hearing.
- 14.2 "Rental requests must be submitted in writing and shall be processed in the order they are received when establishing a waiting list. When a unit is sold or becomes Owner occupied, the ability to rent is lost and the next person on the waiting list will be allowed to rent their unit. That person, once granted permission, must fulfill the obligation to rent within 60 days or such permission will be revoked and granted to the next person on the list".
- 14.3 Landlords must provide the Strata Council with a Form K – Tenants Responsibilities (completed in its entirety) within 10 days of tenants taking occupancy, plus a new Form K must be provided to the Strata Council at the Annual General Meeting each year (even if an existing Form K has been filed)".

15. Recreational Facilities and Common Areas

- 15.1 All residents are responsible for their actions and the actions of their guests, visitors, invitees or agents when using the recreational facilities and common areas.

- 15.2 Persons using the recreational facilities and common areas do so at their **own risk** and release and indemnify the Strata Corporation from any claims that may arise from the use of these areas.
- 15.3 All private group activities on or about the common facilities must be approved by the Strata Council.
- 15.4 Facilities are restricted to the use of bona fide residents except with the prior written approval of the Strata Council.

16. Obtain Approval Before Altering A Strata Lot

- 16.1 An Owner must obtain the written approval of the Strata Corporation before making an alteration to a Strata Lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of the building, or that front on the common property;
 - (e) fences, railings, or similar structures that enclose a patio, balcony, or yard;
 - (f) common property located within the boundaries of a Strata Lot; or
 - (g) those parts of a Strata Lot which the Strata Corporation must insure under Section 149 of the Act.
- 16.2 The Strata Corporation must not unreasonably withhold its approval under 16.1 unless the proposed alterations would weaken a load-bearing wall or column, interfere with pipes, wires, cables, chutes or ducts serving other Strata Lots or the common property or materially change the exterior appearance of the building. The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.

17. Obtain Approval Before Altering Common Property

- 17.1 An Owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- 17.2 The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.

18. Permit Entry to Strata Lot

- 18.1 An Owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot:
- (a) In an emergency, without notice, to ensure safety or prevent significant loss or damage; and
 - (b) At a reasonable time, on 48-hours written notice, to inspect, repair or maintain common property, common assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under the Bylaws or insure under Section 149 of the Act.
- 18.2 The notice referred to in 18.1 (b) must include the date and approximate time of entry, and the reason for entry. Where the Strata Corporation is required to enter a Strata Lot for the purposes of maintaining, repairing or renewing pipes, wires, cables and ducts, the Strata Corporation and its agents, shall in carrying out the work or repairs, do so 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 of debris.

Division 2 – Powers and Duties of Strata Corporation**19. Repair and Maintenance of Property by Strata Corporation**

- 19.1 The Strata Corporation must repair and maintain all of the following:
- (a) Common assets of the Strata Corporation;
 - (b) Common property that has not been designated as limited common property;
 - (c) Limited common property, but the duty to repair and maintain it is restricted to;
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs;
 - (A) the structure of the building;
 - (B) the exterior of the building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of the building;
 - (D) door frames, window frames (but not the doors and windows) on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards.

- (d) A Strata Lot in a Strata Plan, but the duty to repair and maintain it is restricted to:
 - (i) the structure of the building;
 - (ii) the exterior of the building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of the building;
 - (iv) door frames, windows (but not doors and windows) on the exterior of a building or that front on the common property;
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

20. Council Size

- 20.1 The Council must have at least 3 and not more than 7 members.

21. Council Members' Terms

- 21.1 The term of office of a Council Member ends at the end of the Annual General Meeting at which the new Council is elected.
- 21.2 A person whose term as Council Member is ending is eligible for re-election.

22. Removing Council Member

- 22.1 The Strata Corporation may by resolution passed by a Majority Vote at an Annual General Meeting, remove one or more Council Members.
- 22.2 After removing a Council Member, the Strata Corporation must hold an election at the same Annual or Special General Meeting to replace the Council Member for the remainder of the term.

23. Replacing Council Member

- 23.1 If a Council Member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Council may appoint a replacement Council Member for the remainder of the term.
- 23.2 A replacement Council Member may be appointed from any person eligible to sit on the Council.

- 23.3 The Council may appoint a Council Member under this section even if the absence of the member being replaced leaves the Council without a quorum.
- 23.4 If all members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a Special General Meeting to elect a new Council by complying with the provisions of the Act, the regulations and Bylaw respecting the calling and holding of Meetings.

24. Officers

- 24.1 At the first Meeting of Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members, a President, Vice President, Secretary and Treasurer.
- 24.2 A person may hold more than one office at a time, other than the office of President and Vice President.
- 24.3 The Vice-President has the powers and duties of the President:
- (a) while the President is absent or is unwilling or unable to act, or
 - (b) for the remainder of the President's term if the President ceases to hold office.
- 24.4 If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the Council Members may appoint a replacement officer from among themselves for the remainder of the term.

25. Calling Council Meeting

- 25.1 Any Council member may call a Council Meeting by giving the other Council Members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 25.2 The notice does not have to be in writing.
- 25.3 A Council Meeting may be held on less than one week's notice, if:
- (a) All Council Members consent in advance of the Meeting, or
 - (b) the Meeting is required to deal with an emergency situation, and all Council members either:
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

25.4 The Council must inform Owners about the Council Meeting as soon as feasible after the Meeting has been called and inform Owners of the Minutes of all Strata Council Meetings within two weeks of the Meeting.

26. Requesting a Council Meeting

26.1 By application in writing, stating the reason for the request, an Owner or tenant may request a hearing at Council.

26.2 If a hearing is requested under subsection (1), the Council must hold a meeting to hear the applicant within one month of the request.

26.3 If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the hearing.

27. Quorum of Council

27.1 A quorum of the Council is:

- (a) 1, if the Council consists of 1 member,
- (b) 2, if the Council consists of 2, 3, or 4 members,
- (c) 3, if the Council consists of 5 or 6 members, and
- (d) 4, if the Council consists of 7 members.

27.2 Council Members must be present in person at the Council Meeting to be counted in establishing a quorum.

28. Council Meetings

28.1 At the option of the Council, Council Meetings may be held by electronic means, so long as all Council Members and other participants can communicate with each other.

28.2 If a Council Meeting is held by electronic means, Council Members using electronic means are deemed to be present in person.

28.3 Owners may attend Council Meetings as observers.

28.4 Despite 28.3 (3), no observers may attend those portions of Council Meetings that deal with any of the following:

- (a) Bylaw contravention hearings under section 135 of the Act,
- (b) Rental Restriction Bylaw exemption hearings under section 144 of the Act,

- (c) Any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

29. Voting at Council Meetings

- 29.1 At Council Meetings, decisions must be made by a majority of Council Members present in person at the Meeting.
- 29.2 If there is a tie vote at a Council Meeting, the President may break the tie by casting a second, deciding vote.
- 29.3 The results of all votes at a Council Meeting must be recorded in Council Meeting Minutes.

30. Council to inform Owners of Minutes

- 30.1 The Council must inform Owners of the Minutes of all Council Meeting within 2 weeks of the Meeting, whether or not the Minutes have been approved.

31. Delegation of Council's Powers and Duties

- 31.1 Subject to 31.2 to 31.4, the Council may delegate some or all of its powers and duties to one or more Council Members or persons who are not members of the Council, and may revoke the delegation.
- 31.2 The Council may delegate its spending powers or duties, but only by resolution that:
 - (a) Delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) Delegates the general authority to make expenditures in accordance with 31.3.
- 31.3 A delegation of general authority to make expenditures must;
 - (a) Set a maximum amount that may be spent, and
 - (b) Indicate the purpose for which, or the conditions under which, the money may be spent.
- 31.4 The Council may not delegate its powers to determine, based on the facts of a particular case;
 - (a) Whether a person has contravened a Bylaw or Rule,
 - (b) Whether a person should be fined, and the amount of the fine,
or
 - (c) Whether a person should be denied access to a recreational facility.

32. Spending Restrictions

- 32.1 A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these Bylaws.
- 32.2 Despite 32.1, a Council Member may spend the Strata Corporation's money to repair or replace property or common asset if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- 32.3 The Council is authorized by Owners to spend up to \$2,000.00 on any one item without prior authorization of the Owners.
- 32.4 The Strata Corporation may, after approval by a resolution passed by a $\frac{3}{4}$ vote at a General Meeting, borrow money required to perform its duties.

33. Limitation of Liability of Council Meeting

- 33.1 A Council Member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.
- 33.2 33.1 does not affect a Council Member's liability, as an Owner, for a judgment against the Strata Corporation.

Division 4 – Enforcement of Bylaws and Rules

34. Maximum Fine

- 34.1 The Strata Corporation may fine an Owner or tenant a maximum of
 - (a) \$200.00 for each contravention of a Bylaw;
 - (b) \$50.00 for each contravention of a Rule; and
 - (c) \$500.00 for each contravention of a Rental Restriction Bylaw

35. Continuing Contravention

- 35.1 If an activity or lack of activity that constitutes a contravention of a Bylaw or Rule continues without interruption for 7 days, a fine may be imposed every 7 days.

Division 5 – Annual and Special General Meetings

36. Person to Chair Meeting

- 36.1 Subject to 36.2 and 36.3 Annual and Special General Meetings must be chaired by the President of the Council.
- 36.2 If the President of the Council is unwilling or unable to act, the Meeting must be chaired by the Vice President of the Council.
- 36.3 If neither the President or the Vice President of the Council chairs the Meeting, a chair may be elected by the eligible voters present in person or by proxy from among those persons who are present at the Meeting.

37. Participation by other than Eligible Voters

- 37.1 Tenants and occupants may attend Annual and Special General Meetings whether or not they are eligible to vote.
- 37.2 Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the Meeting, but only if permitted by the chair of the Meeting.
- 37.3 Persons who are not eligible to vote, including tenants and occupants, must leave the Meeting if requested to do so by a resolution passed by a Majority Vote at the Meeting.

38. Voting

- 38.1 At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- 38.2 At an Annual or Special General Meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- 38.3 If a precise count is requested, the chair must decide whether it will be by a show of voting cards or by roll call, secret ballot or some other method.
- 38.4 The outcome of each vote, including the number of votes for and against the Resolution if a precise count is requested, must be announced by the chair and recorded in the Minutes of the Meeting.

- 38.5 If there is a tie at an Annual or Special General Meeting, the President, or, if the President is absent or unwilling to vote, the Vice President, may break the tie by casting a second, deciding vote.
- 38.6 Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

39. Order of Business

- 39.1 The Order of Business at an Annual or Special General Meeting is as follows:
- (a) Call to Order;
 - (b) Calling of The Roll and Certification of Proxies;
 - (c) Approval of The Minutes of The last Annual General Meeting (if an Annual General Meeting);
 - (d) Reports (Presidents, Council, Committee and Insurance);
 - (e) Ratification of Rules- Simple Majority Vote Resolution;
 - (f) Approval of Bylaw changes, additions alterations- 3/4 Vote Resolution;
 - (g) Approval of The Proposed Operating Budget (if an Annual General Meeting) Simple Majority Vote Resolution;
 - (h) Election of the Next Fiscal Years Strata Council (if an Annual General Meeting) - Simple Majority Resolution;
 - (i) Other Business;
 - (j) Termination.

Division 6 – Suite Improvements

40. Hard Surface Flooring

- 40.1 Owners wanting to install Hard Surface Flooring within their unit must apply to the Strata Council in writing in advance of the installation. Council, if authorizing the request, will inform the Owner(s) that the following conditions apply;
- (a) All waste must be removed by the contractor by means other than the Strata's waste control (dumpsters).
 - (b) Construction is to be conducted between the hours of 8:00 a.m. and 6:00 p.m. Monday to Saturday.
 - (c) Neighbouring units are to be contacted about the timeframe of the construction.
 - (d) Authorization for the construction is for 90 days.
 - (e) Sound-deadening material of an acoustic suppression membrane with an acoustic rating of STC67 and IIC Insulation Class or greater must be installed and proof of such given to the

Strata Council (i.e. Acoustic Membrane, Floor Muffler or Quiet Step)

41. Exterior Deck Enclosure

41.1 Owners wanting to enclose their patio/deck areas must apply in advance of installation in writing to the Owners before the Annual General Meeting (each year). Council, if authorizing the request, will inform the Owner:

- (a) A City of Kelowna Permit must be obtained;
- (b) No structural changes to the building are allowed;
- (c) No sufficient change to the outward appearance of the building;
- (d) All repairs and maintenance of the enclosure to be the responsibility of the suites Owner by contract with the Strata Corporation;
- (e) No damage to any other part of the building (private or common) is to result from the enclosure;
- (f) Enclosure is not to exceed 9% of the inhabitable area of the suite;
- (g) Proper insurance must be in place during and after the construction.

Division 7 – Voluntary Dispute Resolution

42. Voluntary Dispute Resolution

42.1 A dispute among Owners, tenants, the Strata Corporation or combination of them may be referred to a dispute Resolution Committee by a party to the dispute if;

- (a) all the parties to the dispute consent, and
- (b) the dispute involves the Act, the Regulations, the Bylaws or the Rules.

42.2 A dispute Resolution Committee consists of:

- (a) One Owner or tenant of the Strata Corporation nominated by each of the disputing parties and one Owner or tenant chosen to chair the Committee by the persons nominated by the disputing parties, or;
- (b) any number of persons consented to, by a method that is consented to, by all the disputing parties.

42.3 The dispute Resolution Committee must attempt to help the disputing parties voluntarily resolve the dispute.