

Two Bylaw Amendments

(PLEASE INSERT THESE PAGES INTO YOUR BYLAWS)

3. Use of Property

3 (7) In addition to the obligations and liabilities imposed by Bylaw 3(1) through (5), an owner is strictly liable to the Strata Corporation and to other owners and occupants for any damage to common property, limited common property, common assets or to any strata lot as a result of:

- (A) any of the following items located in the owner's strata lot:
 - (1) dishwasher;
 - (2) refrigerator with ice/water dispensing capabilities;
 - (3) garburetor;
 - (4) washing machine;
 - (5) heating system
 - (6) toilets, sinks, bathtubs and, where located wholly within the strata lot and accessible to the owner, plumbing pipes, fixtures and hoses;
 - (7) fireplaces;
 - (8) anything introduced into the strata lot by the owner;
- (B) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
- (C) any of the following areas of limited common property that an owner is required to maintain and repair:
 - (1) damage arising from a blocked drain on the deck, balcony or patio designated as limited common property for the owner's strata lot;
 - (2) any pets residing in or visiting at the owner's strata lot; and
 - (3) any children residing in or visiting at the owner's strata lot;

3(8) 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, limited common property, common assets or to any strata lot arising from Bylaw 3(7) above, but to the only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy held by the Strata Corporation. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds

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received by the Strata Corporation as insurance coverage and will be charged to the owner.

3(9) For the purposes of Bylaws 3(5) and 3(8), any insurance deductibles or uninsured repair costs charged to an owner shall be added to and become part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.

3(10) The adoption of Bylaws 3(1) through 3(10) does not in any way limit the Strata Corporation's ability to rely upon section 158(2) of the **Strata Property Act**.

To amend the bylaw 3 (2) (j)

To Delete:

(j) erect on or fasten to the strata lot, common property or any limited common property any television or radio antenna or similar structure such as satellite receivers or appurtenance thereto with the exception of a free standing satellite dish of a maximum diameter not to exceed 14". The dish must not protrude above the balcony railings;

To insert:

(j) erect on or fasten to the strata lot, common property or any limited common property any television or radio antenna or similar structure such as satellite receivers or appurtenance thereto with the exception of a free standing satellite dish of a maximum diameter not to exceed 24 inches. The dish must not protrude outside of the balcony railings;