

BYLAWS

STRATA PLAN LMS 3042

The Coronado

ADDRESS: 137 & 147 East 1st Street
North Vancouver, BC
V7L 1B2

NOTE: Attached hereto are the bylaws for the strata corporation. These are provided to you on a "without prejudice" basis. For legal purposes please obtain a true copy as registered at the Land Title Office. The bylaws are an extensive legal document and we recommend you obtain and rely on professional counsel and advice on content.

LTO Registration Number: BR351669 Registration Date: December 27, 2001

LTO Amendment Registration Number: BT213949 Registration Date: June 19, 2002



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Preamble

These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meaning prescribed in the Strata Property Act S.B.C.1998, c 43 (the "Act"). The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

Where a bylaw which follows is indicated as for either the Non-Residential Section or Residential Section only, the owners of the strata lots defined as being in that section will be bound by the provision of the bylaw so indicated.

The provisions hereof shall be deemed independent and severable and invalidity in whole or part of any bylaw does not affect the validity of the remaining bylaws, which shall continue in full force and effect as if such invalid portion has never been included herein.

1 Separate Sections

1.1 The owners of all Commercial Strata Lots shall form a separate section (the "Non-Residential Section") within the Strata Corporation consisting of two non-residential strata lots in the strata plan;

1.2 The owners of all residential strata lots shall form a separate section (the "Residential Section") within the strata corporations consisting of all residential strata lots in the strata plan.

1.3 Each separate section of the strata corporation shall:

- (a) control, manage, and administer the limited common property appurtenant to the separate section, facilities common to the separate section, and other assets of the separate section of the strata corporation for the benefit of all members of the separate section.
- (b) keep in a good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property appurtenant to the separate section, facilities common to the separate section, or other assets of the separate section;
- (c) maintain all areas common to the separate section, both internal and external including lawns, common gardens, common parks and storage areas and public halls;

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- 1.3 (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 within the separate section or the limited common property appurtenant to the separate section;
- (e) collect and receive all contributions towards the expenses common to the separate section paid by the owner and deposit the same at the chartered bank or trust company or credit union or financial institution established by the government, and
- (f) 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 separate section.

1.4 A separate section of the strata corporation may:

- (a) purchase, hire or otherwise acquire personal property for use by the owners in the separate section in connection with their enjoyment of the limited common property appurtenant to the separate section, facilities common to the separate section or other assets of the separate section;
- (b) make an agreement with any owner or occupier of a strata lot within the separate section for the provision of amenities or service by it to the strata lot or to the owners or occupiers thereof;
- (c) grant to an owner within the separate section the right to exclusive use and enjoyment of limited common property appurtenant to the separate section or special privileges in respect thereof, a grant to be determinable on reasonable notice, unless the separate section by unanimous resolution otherwise resolves;
- (d) make such rules and regulations as it may consider necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the limited common property appurtenant to the separate section, facilities common to the separate section, or other assets of the separate section; and
- (e) do all things necessary for the enforcement of the rules and regulations of the separate section, and for the control, management and administration of the limited common property appurtenant to the separate section, facilities common to the separate section, or other assets of the separate section, generally, including removing privileges in use of certain facilities or fixing and collecting fines for contravention of the rules or regulations.

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1.5 Any resolution passed by the strata corporation or the executive council of a separate section shall clearly state the particular strata lots or common property or limited common property to which such resolution applies and resolutions made by the executive of a separate section shall apply on to the strata lots within, and limited common property appurtenant to, that separate section.

1.6 The powers and duties of the separate section shall, subject to any restriction imposed or any direction given at a general meeting of the separate section, be exercised and performed by the executive of the separate section and the members of the separate section may pursuant to these Bylaws elect an executive, call and hold meetings and pass resolutions in the same manner as the strata corporation. In such meetings of a separate section and in respect of such resolutions of the owners within a separate section, each owner shall have one vote.

1.7 The executive of each separate section shall be elected by and from and amongst the owners within that separate section, shall consist of not more than seven or less than three members, shall have a president and a vice-president and shall conduct its affairs in the same manner as the strata council is required to conduct its affairs under these Bylaws. Where there are less than four owners in a separate section, the executive of that section shall consist of all owners.

1.8 Any infraction or violation of any rules established by a separate section pursuant to these Bylaws on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied, or cured by the separate section, and any costs or expenses expended or incurred by the separate section in correcting, remedying, or curing such infraction or violation, shall be charged to the owner and or tenant as set out in the Strata Property Act and shall be added to and become a part of the assessment of that owner for the next following the date on which the costs or expenses are extended or incurred, but not necessarily paid, by the separate section and shall become due and payable on the date of payment of the monthly assessment.

1.9 The expenses common to a separate section shall be apportioned by the executive of that separate section in the following manner:

- (a) common expenses except electricity shall be allocated to all Strata Lots in the separate section and shall be borne by the owners in proportion to the Unit Entitlement of their Strata Lots;
- (b) the costs to each owner of a strata lot of the electrical power supplied to it if not separately metered for that strata lot shall be borne by the owners in proportion to the unit entitlement of their strata lot.

1.10 Subject to these bylaws and any restrictions contained herein, the strata corporation will neither enact nor pass any subsequent bylaw or rule or regulation which would have the effect of prohibiting, preventing or impairing the owners of Strata Lots 10 and 11 from fully utilizing Strata Lots 10 and 11 for commercial purposes in accordance with the applicable zoning bylaws and any other applicable rules and regulations of the City of North Vancouver in effect from time to time.

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1.11 The strata corporation will not pass any bylaws or rules or regulations which prohibit, prevent or impair the owners of Strata Lots 10 and 11 from leasing, sub-leasing, granting a licence, entering into any lease, sub-lease or license arrangement with response to the use of Strata Lots 10 and 11 except as specifically provided by herein.

1.12 The owners of Strata lots 10 and 11 shall, at their own expense, maintain their strata lot and any limited common property appurtenant thereto in a clean and tidy fashion and shall not permit the accumulation of any debris or garbage thereon.

1.13 In the event that any of Strata lots 10 and 11 shall be vacant, the owner shall cover over the interior windows of his strata lot in a manner that complies with rules and regulations of the strata corporation established from time to time in respect of window covering and specifically without limiting the generality of the foregoing, shall not erect, install or maintain any signs or other advertising in the windows.

1.14 The owners of Strata lots 10 and 11 shall maintain their storefronts, exterior window exposures and displays, and specifically, without limiting the generality of the foregoing, the owners of Strata Lots 10 and 11 shall comply with and adhere to the restrictions on signs and adverting sign set forth in Bylaw 134.

1.15 An owner of Strata Lots 10 and 11 shall not permit any leases, sub-lease, licensee, sub-license or any other occupier of Strata Lot 10 and 11 to:

- (a) use of Strata Lot 10 and 11 for any business in the nature of:
 - 1) meat, poultry, and fish markets;
 - 2) laundrettes;
 - 3) appliance repairs;
 - 4) restaurants and café;
 - 5) billiard hall;
 - 6) fraternal lodge;
 - 7) bowling alley;
 - 8) theatres;
 - 9) veterinary clinics;
 - 10) adult oriented shops marketing X-rated subject matter;
 - 11) dance or music studio;
 - 12) adult oriented, pornographic, X-rated video store or rentals;
- (b) use of Strata Lot 10 and 11 for any purpose which may result in the release of toxic wastes or other pollutants, except in accordance with all relevant law and regulations;
- (c) use of Strata Lot 10 and 11 for any purpose which constitutes an offensive trade as defined by the Health Act, except in accordance with the Health Act;

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1.16 Notwithstanding any other Bylaw, the owners of Strata lots 10 and 11 shall be permitted to each install a single sign on the exterior of the building immediately adjacent and above the East 1st Street entrance to the commercial Strata Lots, for the purpose of identifying the name of the occupants of Strata Lots 10 and 11 respectively, such sign is to be a maximum height of 12 inches and a maximum length of 7 feet, with individual letters or logo to be made from metal and mounted on a rod or rods to the exterior face of the building. Standard commercial signboards are not permitted.

1.17 On the removal of any sign permitted pursuant to a bylaw, the owner of the strata lot that had the sign(s) installed shall repair the exterior surface of the building and restore same to its original condition at the strata lot owner's sole cost.

1.18 Except as permitted by a bylaw no exterior signage or advertising shall be permitted and no signage or advertising shall be installed in or shall be visible through the windows of Strata Lots 10 and 11 unless approved by the owners of the Residential Section of the strata corporation.

2 Payment of Strata Fees

2.1 An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate.

2.2 If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

2.3 In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50.00 for each contravention of bylaw 2.1.

2.4 An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner's bank account.

2.5 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 2.4 is a contravention of bylaw 2.4 and the strata corporation will levy a fine of \$50.00 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to penalties set out in bylaw 2.3 and an administration charge of \$ 25.00. (*amended July 2004*)

2.6 A special levy is due and payable on the date or dates noted in the resolution authorizing the levy.

2.7 Failure to pay a special levy on the due date will result in a fine of \$50.00 for each contravention of bylaw 2.6.

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2.8 Where an owner fails to pay a special levy in accordance with bylaws 2.6, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

3 Repair and maintenance of property by owner

3.1 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.

3.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

4 Use of Property

4.1 All owners, tenants, occupants or their employees, agents, servants licensees or invitees or visitors must not use a strata lot, the common property or common assets in a way that

- (a) causes a nuisance or hazard to another person,
- (b) causes unreasonable noise,
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (d) is illegal, or
- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

4.2 All owners, tenants, occupants or their employees, agents, servants licensees or invitees or visitor must not cause damage, other than reasonable wear and tear, to the 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.

4.3 An owner is responsible for damage caused by occupants, tenants, employees or visitors to the owner's strata lot.

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4.4 An owner shall indemnify and save harmless the strata corporation from the expense and maintenance, repair, or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenant or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws 4.1, 4.2 and 4.3, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

4.5 All owners, tenants, occupants or their employees, agents, servants' licensees or invitees must not:

- (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property at any time or that encourages loitering by persons in or about the strata lot or common property;
- (b) carry out carpentry or similar alterations outside the hours of 8:00 a.m. to 8:00 p.m. Monday to Saturday, inclusive.
- (c) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owners, tenants, occupants at any time;
- (d) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owners, tenants or occupants at any time.
- (e) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (f) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane except in accordance with rules made by the strata corporation from time to time. Barbecues must be kept at least two (2) feet away from the siding when in use, to prevent damage;
- (g) shake any mops or dusters of any kind, nor throw any refuse including but not limited to cigarettes or matches, out of the windows or doors or from the balcony or from any other part of a strata lot or the common property;
- (h) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;

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- 4.5 (i) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (j) allow a strata lot to become unsanitary or a source of odour;
- (k) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, except where the strata council has approved, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
- (l) install any window coverings, visible from the exterior of his strata lot, which are different in size or colour from those of the original building specifications;
- (m) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (n) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;
- (o) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto;
- (p) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (q) place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, barbecues, summer furniture and accessories nor install any hanging plants or baskets or other hanging items outside of the balcony railing line;
- (r) alter the building envelope by installing, hanging or attaching any item to the exterior of the building without the express written permission of the strata council
- (s) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.

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- 4.5 (s) (i) no owner, tenants, occupants or their employees, agents, servants licensees or invitees shall leave open or unlocked any outside entrance or fire escape unless they are present at the entrance at all times and are in constant supervision of that entrance, including move ins and move outs.
- (ii) no owners, tenants, occupants or their employees, agents, servants licensees or invitees or visitors are permitted in the restricted common areas of the strata corporation such as the roof, boiler room, electrical rooms, mechanical room, except as allowed by strata council members or the property manager.
- (iii) remotes provided to the owners, tenants, occupants or their employees, agents, servants licensees or invitees for the opening of the security gate are individually coded and listed. In the event of the loss of a remote, the property manager is to be advised in order that it may be deactivated. Replacements or additional units are available at a cost set by the strata council. Remotes shall not be left in any parked vehicle.
- (iv) No owners, tenants, occupants or their employees, agents, servants licensees or invitees shall admit anyone who calls on the enterphone unless visual identification is confirmed by video or direct view.
- (v) appropriate signage shall be maintained in the lobbies and parking garage entry to note that the entry is being monitored by video camera.
- (vi) residents are to be familiar with the operation of the individual strata lot intruder and emergency alert systems
- (t) store any materials on a balcony or patio that is visible from other units or from outside of the building.
- (u) smoke while on any part of the common property.
- (v) Cause noise on patios/balconies after 11:00 pm.

4.6 An owner or tenants of a strata lot which does not have enclosed balconies shall not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owners entitled to the use of the limited common property on which they are placed.

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5 Pets

5.1 An owner, tenant, occupant or their employees, agents, servants licensees or invitees or visitor must ensure that all pets are leashed or otherwise secured when on the common property or on land that is a common asset.

5.2 An owner, tenant, occupant or their employees, agents, servants licensees or invitees 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) a reasonable number of small caged mammals;
- (c) up to 2 caged birds;
- (d) one dog or two cats

5.3 An owner, tenant or occupant shall be entitled to keep one, but not more than one of the above in a strata lot unless another pet is otherwise approved in writing by the strata council. An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the strata council on behalf of the strata corporation pursuant to bylaw 6 with respect to the keeping of pets.

5.4 An owner of a pet shall not permit the pet to urinate or defecate on the common property or limited common property, and if the pet does urinate or defecate on the common property or limited common property, the pet owner shall immediately and completely remove all of the pet's waste from the common property or limited common property and dispose of it in a waste container or by some other sanitary means and clean the area involved. (*Amended July, 2005*)

5.5 An owner, tenant, occupant or their employees, agents, servants, licensees or invitees whose visitor brings an animal or pet onto the common property or limited common property shall ensure that the visitor complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.

5.6 No owner, tenant, occupant or their employees, agents, servants, licensees or invitees shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owners, tenants, occupants or their employees, agents, servants licensees or invitees with uncontrolled barking, howling, chirping or other unreasonable pet noise.

5.7 The strata council may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.

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5.8 If any owner, tenant, occupant or their employees, agents, servants licensees or invitees violates any provision of these bylaws or if the strata council on reasonable grounds considers a pet to be a nuisance the strata council may, by written notice to such owners, tenants, occupants or their employees, agents, servants licensees or invitees cause such owners, tenants, occupants or their employees, agents, servants licensees or invitees to have the pet removed from the strata lot within thirty days (30) of receiving such notice.

6 Inform strata corporation

6.1 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.

6.2 (a) Before a landlord rents all or part of a residential strata lot, the landlord must give the prospective tenant

~~(i) the current bylaws and rules, and~~

(ii) a Form K

(b) Within 2 weeks of renting all or part of a residential strata lot, the landlord must give the strata corporation a copy of the Form K signed by the tenant.

(c) If a landlord fails to comply with (b), the strata corporation may levy a fine of \$50 every 7 days until the Form K is received.

(Amended July, 2005)

7 Obtain approval before altering a strata lot

7.1 An owner must obtain the written approval of the strata corporation before making or authorizing 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 (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a 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;

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- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

7.2 The strata corporation must not unreasonably withhold its approval under subsection 7.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.

7.3 An owner, tenants, occupants or their employees, agents, servants licensees or invitees must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

8. Obtain approval before altering common property

8.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, including limited common property, or common assets.

8.2 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 and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

8.3 An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must

- (a) submit, in writing, detailed plans and description of the intended alteration
- (b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council; and
- (c) obtain the consent of the owners by written approval of the strata council under bylaw 8.1.

8.4 The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:

- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives.
- (b) that the standard of work and materials be not less than that of the existing structures;
- (c) that all work and materials necessary for the alteration be at the sole expense of the owner;

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- 8.4 (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;
- (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as a result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses were incurred but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.

8.5 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.

8.6 An owner who, subsequent to the passage of bylaws 8.1 to 8.4 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

9 Renovations/alterations

9.1 An owner, tenant, occupant or their employees, agents, servants licensees or invitees must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.

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9.2 An owner or their designate must be in attendance for all significant renovations/alterations, the determination of significant shall be at the discretion of council.

9.3 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.

9.4 An owner in contravention of bylaws 9.1 to 9.3 (inclusive) shall be subject to a fine of \$100.00 for each contravention, as well as be responsible for any clean up or repair costs.

10 Permit entry to strata lot

10.1 An owner, tenant, occupant or their employees, agents, servants licensees or invitees or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property

- (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,
 - (i) 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 these bylaws or insure under the Act; and
 - (ii) to ensure compliance with the Act, these bylaws and Federal, Provincial or Municipal codes and regulations affecting the interest of the strata corporation such as the testing of the fire alarm system and devices contained in a suite .

10.2 The notice referred to in subsection 10.1 (b) must include the date and approximate time of entry, and the reason for entry.

10.3 If forced entry to a strata or limited common property is required due to required emergency access and the inability to contact the owner of the strata lot, or where an owner has failed to provide access as set out in 10.1 (b) the owner shall be responsible for all costs of forced entry and any additional costs incurred by the strata corporation.

11 Repair and maintenance of property by strata corporation

11.1 The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;