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REGISTRAR  
LAND TITLE OFFICE  
88 - 6<sup>TH</sup> STREET  
NEW WESTMINSTER, B.C.

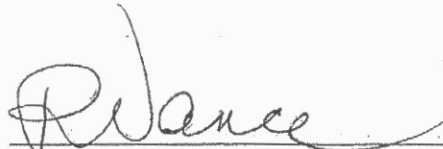
Please receive herewith, the following document(s) for filing:

**Bylaw amendment for Strata Plan N.W. 2178**

Full name, postal address, and telephone number of person entitled to present this document for filing:

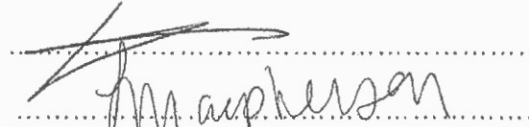
PROFILE PROPERTIES LTD.  
#108, 2331 Marpole Avenue  
Port Coquitlam, B.C. V3C 2A1  
(604) 464-7548

Date: Jan 6, 2009

  
Authorized Signatory

**Form I**  
**Amendment to Bylaws(Section 128)**

The Owners, Strata Plan N.W. 2178 certify that the 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 the ANNUAL GENERAL MEETING held on **December 1, 2008.**

  
Signature of Council Members

COPY

STRATA PLAN N.W. 2178 NORFOLK MANOR

BYLAWS of the STRATA CORPORATION

1. REFERENCES AND DEFINITIONS

In these bylaws:

- 1.1 "Owner, occupant or tenant" shall mean one, any two, or all of such persons, as the context may require;
- 1.2 "Council" means the strata council for Strata Plan N.W. 2178;
- 1.3 "Strata Corporation" means the strata corporation for Strata Plan N.W. 2178;
- 1.4 "Bylaw" or "bylaws" means these bylaws as adopted and amended from time to time.

2. DUTIES OF AN OWNER, OCCUPANT OR TENANT

- 2.1 An owner, occupant or tenant shall permit the Strata Corporation and its agents, at all reasonable times, on notice (except in case of emergency, when no notice is required): to enter his/her strata lot for the purpose of inspecting that person's unit 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 strata lot or common property, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the Strata Corporation bylaws are being observed;
- 2.2 An owner, occupant or tenant shall promptly carry out all work that may be ordered by any competent governmental, statutory or local authority in respect of his/her strata lot, other than work for the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his/her strata lot;
- 2.3 An owner, occupant or tenant shall repair and maintain his/her strata lot, including windows and doors, and areas allocated to his/her exclusive use and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of god excepted;
- 2.4 An owner, occupant or tenant shall notify the Strata Corporation promptly upon any change of ownership or of any mortgage or other dealing in connection with his/her strata lot;
- 2.5 An owner, occupant or tenant shall comply strictly with the Strata Corporation bylaws, and with rules and regulations adopted from time to time.

3. DUTIES OF THE STRATA CORPORATION

- 3.1 The Strata Corporation shall obtain and maintain current insurance valuations by means of regular independent insurance appraisals;

3.2 The Strata Corporation may obtain and retain by contract the services of a professional strata property management firm or professional strata property manager for such purposes and upon such terms as the council may from time to time decide.

4. POWERS OF THE STRATA CORPORATION

4.1 The Strata Corporation may make such rules and regulations it considers necessary or desirable from time to time in relation to the use enjoyment, safety and cleanliness of the common property, common facilities and other assets of the Strata Corporation.

4.2 The Strata Corporation may pay on behalf of an owner any taxes, assessments, rates and charges required to be paid by that owner.

5. STRATA COUNCIL

5.1 All regular council meetings are open to all owners and tenants.

5.2 Owners wishing to appear before the council will be given an opportunity to speak and any information or submission presented will be taken into consideration by the council. The length of an owner's submission to council may be limited by the Council Chair.

5.3 Any owner wishing to make a complaint against the Strata Corporation or another owner, occupant, or tenant must do so in writing. All complaints should be addressed to the council and must be signed by the owner submitting the complaint, but the complainant is permitted to request to remain anonymous.

5.4 The council may form standing or ad hoc committees to assist the council in the preparation and a review of the bylaws, rules, regulations or policies of the Strata Corporation. Any owner interested in serving on a committee is requested to contact the Council Chair.

5.5 The council is elected annually at the annual general meeting. All nominees will be given two minutes in which to speak at the annual general meeting.

5.6 Owners whose accounts are in arrears may not run for election to the council, may not nominate another owner for election to council, nor vote at a general meeting of the Strata Corporation.

5.7 Sections 9 through 22 of the Standard Bylaws, which are a Schedule to the Strata Property Act, as amended, are adopted and form a part of these bylaws.

5.8 Any payment or reimbursement of expenses must be co-signed for approval by a member of the strata council. Any payment to a member of the strata council must be co-signed for approval by at least one other member of the council.

6. GENERAL MEETING QUORUM

6.1 One third of the persons entitled to vote present in person or by proxy constitutes a quorum at a general meeting. If within one half-hour from the time appointed for a general meeting a quorum is not present, the persons entitled to vote present constitute a quorum.

6.2 Sections 25 through 28 of the Standard bylaws are adopted and form a part of these bylaws.

7. VIOLATION OF BYLAWS

- 7.1 Owners, occupants and tenants acknowledge that these bylaws are for the efficient and effective administration of the Strata Corporation and its property and that adherence to the bylaws is mandatory. Enforcement of the bylaws and rules shall be pursuant to paragraph 24 or these bylaws.

8. USE OF STRATA LOT

An owner, occupant or tenant of a strata lot shall not:

- 8.1 Use his/her strata lot, or permit it to be used, in a manner or for a purpose that will cause a nuisance or hazard to any owner, occupier or tenant of a strata lot;
- 8.2 Use and enjoy the common property, common facilities or other assets of the Strata Corporation in a manner that will unreasonably interfere with the use and enjoyment by other owners, occupants, tenants, their families or visitors;
- 8.3 Use his/her strata lot for any other purpose, or permit it to be so used, when the purpose for which a strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan;
- 8.4 Use his/her strata lot for any commercial or professional purposes or for any purpose, which is illegal or is injurious to the reputation of the building or its owners;
- 8.5 Do anything or permit anything to be done that is contrary to any of the provisions, rules or ordinance of any statute or municipal bylaw, including local health regulations;
- 8.6 Permit his/her strata lot to be occupied as a place of residence by more than three (3) persons in a 1 bedroom unit, by more than 4 persons for a 2 bedroom unit, whether adult or minor, without consent of the council.

9. DISTURBANCE OF OTHERS

An owner, occupant or tenant of a strata lot shall not:

- 9.1 Permit any member of his/her household, guests, visitors or pets to trespass on the part of the property to which another owner is entitled to exclusive use;
- 9.2 Obstruct, restrict or hinder the sidewalks, driveways, walkways, entrances, exits, halls, stairwells, or other parts of the common property or use for any purpose other than ingress or egress from the lots and parking areas within the common property;
- 9.3 Climb over, pass through, or otherwise traverse his/her balcony railings for the purpose of entering or exiting his/her strata lot;
- 9.4 Shake mops or dusters from, throw anything out/on or permit anything to fall out/on any window, door, passage, balcony or other part of the strata lot or the common property;
- 9.5 Make or permit to be made undue noise in or about any strata lot or the common property which in the opinion of the council is a nuisance or unreasonably interferes with the use and enjoyment

of any other strata lot by its occupants. The owner, occupant or tenant shall observe quiet hours between 11:00 pm and 7:00 am;

9.6 Use or permit to be used any instrument or other device within a strata lot or on common property, which in the opinion of the council causes a disturbance or unreasonably interferes with the comfort of other owners, occupants or tenants. Repairs and renovations involving loud noises should be made during reasonable daytime hours;

9.7 Harass any member of the council or any other owner/occupant/tenant.

## 10. HAZARDS

10.1 An owner, occupant or tenant shall report to council members as quickly as is possible any leak, plumbing or electrical problem to avoid damage to any strata lot or the common property.

10.2 Everything should be done to reduce fire hazards and an owner, occupant or tenant shall not do anything or permit anything to be done which will or would tend to increase the risk of fire or the rate of fire insurance or any other insurance policy or coverage, or which will invalidate any insurance policy or coverage.

10.3 Owners, occupants or tenants shall not keep in or on a strata lot, limited common property or common property explosive or flammable substances which in the opinion of the council are not required in normal day to day living and may be hazardous to the safety of the building or its occupants.

10.4 Any damage occurring from waterbeds will be charged to the owner of such and/or the strata lot owner. Owners, occupants or tenants shall not allow any waterbed on or in the strata lot without obtaining adequate waterbed insurance and providing proof of insurance to the Strata Corporation.

10.5 Barbecues are allowed only with the written permission of the council. Any damage to a Strata lot or common property resulting from the use of a barbecue must be repaired immediately to the satisfaction of the council, and all costs for the repairs are the responsibility of the owner. Propane tanks may not be stored inside the building or in the parkade, and the owner of the Strata lot must keep a fire extinguisher within reasonable access of the barbecue.

10.6 There shall be no smoking in any of the interior common areas.

10.7 The use of lockboxes or any other means of leaving building access keys on the exterior of the property is prohibited.

## 11. CLEANLINESS

11.1 An owner, occupant or tenant of a strata lot shall not allow his/her strata lot or property to become unsanitary.

11.2 An owner, occupant or tenant of a strata lot shall not allow the area around his/her strata lot to become untidy. Rubbish, dust, garbage, boxes, packing cases, shoes, carpets or the like and personal possessions not suitable or intended for outdoor recreation use shall not be thrown, piled or stored or left around patio, balconies or other parts of the common or exclusive use property. The Strata Corporation and its agents shall be at liberty to remove rubbish, etc, and clean up these

areas to the council's satisfaction and charge the expense to the owner, occupant or tenant involved.

- 11.3 An owner, occupant or tenant of a strata lot shall not deposit household refuse, garbage or other waste material other than in containers provided for the purpose or as instructed by the council. All garbage must be tied and enclosed in suitable plastic garbage bags and neatly placed in the containers and any large objects or furniture may not be discarded in the containers. All recyclable materials must be disposed of in their appropriate container, in compliance with the local guidelines on recycling.
- 11.4 Any materials other than ordinary household refuse and garbage (i.e. furniture, carpet, appliances, Christmas trees, mattresses, etc.) shall be removed from a strata lot or the common property at the expense of or by the individual owner, occupant, or tenant responsible for it unless other arrangements are made by the council.
- 11.5 An owner, occupant or tenant of a strata lot shall permit the Strata Corporation and its agents, at all reasonable times on notice, to enter his/her strata lot to inspect for a possible pest infestation. If an infestation is found that the council can reasonably determine is due to the actions or negligence of the owner, occupant or tenant, the council shall be at liberty to contract pest control services to treat the infested areas and to charge the expense to the owner, occupant or tenant involved.

## 12. EXTERIOR APPEARANCE AND ALTERATIONS

- 12.1 An owner, occupant or tenant of a strata lot shall not do any act or permit any act to be done, including painting wood, metal work, concrete or other parts exterior of the building or the strata lot, or alter or permit to be altered his/her strata lot or any common property in any matter which, in the opinion of the council, will alter the exterior appearance of the building, without prior written approval of the council.
  - 12.2.1 An owner, occupant or tenant of a strata lot shall not make or allow structural alterations either to the interior or the exterior of the building, nor shall wiring plumbing, piping or other services be altered or supplemented on the strata lot or within any walls or on the common property without the prior written approval of the council. Any alterations made must comply with all applicable building codes and should not adversely affect any other strata lot or the common property. All required municipal permits must be obtained and copies provided to the Strata Corporation prior to the alterations. All electrical and plumbing work must be undertaken only by qualified persons.
  - 12.2.2 Approval will not be granted if the proposed alterations would weaken a bearing wall, column or the structure of the building or interfere with pipes, wires, cables or ducts serving other strata lots or the common property.
  - 12.2.3 The owner of a strata lot will be responsible for the ongoing maintenance and/or repair of any skylight installation.
  - 12.2.4 Approval must be obtained from council prior to installing any kitchen appliance or bathroom fixture that would use a high level of water pressure. This requirement for approval extends to the installation or replacement of washing machines or dryers.

- 12.3 Any application or request for approval to make any interior or exterior alteration and/or addition should include, as applicable, scaled plans, designs, specifications, a list of materials and the dates of construction.
- 12.4 No signs, billboards, placards, notices or other advertising matter of any kind shall be erected, placed or displayed on any strata lot or the common property or external to the strata lot, with the exception of realty signs placed in a designated area, without the prior written approval of the council. Realty signs may only be suspended from the sign post provided at the front of the building, and free-standing signs are not permitted. Realty signs must be removed no later than two weeks after a strata lot has been sold or is no longer listed for sale.
- 12.5 No fence, gate, awning, blind, shade, screen, door, air conditioning unit, and no radio or television antenna, aerial or other exterior attachment or appurtenance thereto shall be erected on, hung from, or fastened to a strata lot or the exterior of the building without the prior written approval of the council.
- 12.6 No laundry, washing, clothing, bedding, appliances, furniture, shed, fence, gate or other items or articles shall be hung, displayed or placed on or in windows, balconies, patios or other areas of a strata lot or the common property so they are visible from the exterior of the strata lot except in such places or manner as shall be permitted by the council.
- 12.7.1 Any alteration or addition made to a strata lot or the common property without the required approval or permits may be restored or removed by the council or its duly authorized representative(s) and any costs incurred by the Strata Corporation as a result thereof shall forthwith be paid by the owner to the Strata Corporation.
- 12.7.2 The owner of a strata lot will be responsible for the ongoing maintenance and repair to any alterations performed to common property by him/her without the council's permission.
- 12.8 All window coverings and drapes must be properly fitted and neutral in colour.
- 12.9 All accessible window and glass surfaces, both inside and out, must be kept reasonably clean to the satisfaction of the council.
13. DAMAGE TO PROPERTY
- 13.1 Property stored in a locker will be at owner's risk as to loss or damage from any cause whatsoever including moisture damage, fire or theft.
- 13.2 The owner of a strata lot with a skylight will be responsible for any damage resulting from leakage from a skylight where the Strata Corporation or its agent determines that the leakage is directly attributable to the skylight, but only to the extent that such damage is not met by the proceeds of insurance carried by the Strata Corporation.
- 13.3 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 employment of any other strata lot or the common property, the Strata Corporation and its agent shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the strata lot, leaving it clean and free of debris.



- 13.4 An owner, occupant or tenant of a strata lot 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/her act, neglect, carelessness or by that of any member of his family or their guests, servants or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation.
- 13.5 In the event that the Strata Corporation or its authorized agent(s) determines that an emergency exists and that damage may be caused to any strata lot or common property, a strata lot owner shall indemnify and save harmless the Strata Corporation for the expense of a contractor(s) attending the building and/or for any reasonable maintenance, repair or replacement to or in the strata lot, that would otherwise be the responsibility of the owner of that strata lot, but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation.
- 13.6 An owner, occupant or tenant, any member of his/her family, or his/her or their guests or servants, shall not damage, and shall not do or permit anything to be done, including placing chairs, tables or other objects on the lawns and grounds, that may cause damage to or prevent growth of trees, plants, bushes, shrubs, flowers or lawn or prevent or interfere with the cutting of the lawns or the maintenance of the grounds generally, except in such places or manner approved by the council.
- 13.7 No person shall be on the roof of the building in the Strata Corporation except with approval of the council and/or its authorized agent.

14. PETS/ANIMALS

- 14.1 An owner, occupant or tenant shall not keep or allow any animals, livestock, fowl, or pets of any kind in his/her strata lot or on common property.
- 14.2 Visitors or guests are not allowed to bring pets or other animals into the building. Owners, occupants or tenants shall be responsible for any damage caused by pets or other animals belonging to their visitors or guests.
- 14.3 Pigeons, seagulls and other birds or wild animals shall not be fed from any strata lot or from the common property.

15. PARKING AND VEHICLES

- 15.1 An owner, occupant or tenant, or his/her guests shall only use the parking space(s) which has been assigned to his/her strata lot, except for arrangements for extra spaces made with the Strata Corporation, for the use of parking spaces assigned to their strata lot. Parking spaces will only be assigned by strata lot.
- 15.2 Parking of vehicles other than those owned or leased by an owner, occupant or tenant, or their guests is prohibited.
- 15.3 Only vehicles with current registration and insurance in force shall be allowed in the parking areas, unless a copy of a current unlicensed vehicle policy, with a minimum of basic third party legal liability coverage, is displayed in the vehicle or provided to the Strata Corporation. However, derelict vehicles will not be allowed to remain on property.



- 15.4 All parking stalls not assigned shall be rented from the Strata Corporation on a first-come, first-served basis for a monthly rental assessment to be determined by the Strata Corporation from time to time.
- 15.5 Rental payments for parking spaces will be collected only as an assessment against the owner of the strata lot. Rental payments will not be accepted from tenants.
- 15.6 A request by an owner to cancel the secondary parking space(s) assigned to his/her strata lot must be in writing and will be effective on the first day of the month following receipt of the request by the Strata Corporation.
- 15.7 An owner, occupant or tenant shall not repair, adjust or wash a motor vehicle or other mechanical equipment in the underground parking area or on any common property, except in such place or manner authorized by council.
- 15.8 No one shall park, or leave unattended, a vehicle in such a position that it blocks, obstructs, interferes or infringes upon other parking spaces, driveways, doors, exits, access lanes or "No Parking" zones.
- 15.9 Vehicle owners and/or residents are responsible for any damage to the common property (from leaking oil, gas, etc) and must promptly clean up excessive oil or other leaks or on failure to do so shall be assessed the cost of the cleanup. Vehicles dripping excessive oil, gasoline, etc. will be prohibited from parking on the common property until repaired. No vehicle or equipment attached thereto that, in the council's opinion, constitutes a fire hazard shall be permitted in the parking area.
- 15.10 Honking of automobile horns upon entering, leaving or within the common property is prohibited, except in such cases where required to prevent a collision.
- 15.11 Any vehicle which does not comply with the bylaws and/or rules and regulations of the Strata Corporation will be towed away at the owner's expense.
- 15.12 Parking areas shall not be used for storage of other than a motor vehicle.
- 15.13 All garage areas are common property and shall not be altered or defaced in any manner.
- 15.14 The council shall have the right to terminate the parking stall rental of any unit on forty-eight (48) hour notice for a violation of the Strata Property Act, the bylaws of the Strata Corporation or the Rules and Regulations of the Strata Corporation.
- 15.15 The Strata Corporation is not liable for any damage done to or by an unlicensed vehicle parked in the underground facility.
- 15.16 Vehicles, trailers, etc. in excess of 19 feet or 5.79 meters in length or 7,000 lbs G.V.W. are prohibited on the premises or in parking stalls, except in the course of delivery to or from premises.
16. LOCKERS
- 16.1 Each strata lot is entitled to the exclusive use of one storage locker. Lockers will only be assigned by strata lot.

16.2 An owner, occupant, or tenant shall only use the locker assigned to his/her strata lot, except for private arrangements with other owners for use of lockers assigned to such other owners.

17. BICYCLES

17.1 No bicycles or tricycles will be allowed into the building or elevators or on the common property with the exception of the basement area by access through the garage and such other areas as may be permitted by council.

18. CHEQUES, BUDGETS AND COMMON EXPENSES

18.1 All cheques drawn on any account of the Strata Corporation shall, except where there is only one owner, and except where a strata property manager or company has been appointed and authorized to make expenditures, be signed by a least two members of the council and all cheques or other negotiable instruments for the credit of, or intended to be for the credit of, the Strata Corporation shall be deposited in a trust account of the Strata Corporation.

18.2 Prior to the annual general meeting in each calendar year, the Strata Corporation shall prepare a budget setting out by categories its best estimate of the common expenses of the Strata Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and replacements. A copy of the budget shall be made available to every owner of the Strata Corporation prior to the meeting.

18.3 Following approval of a budget at the annual general meeting, the Strata Corporation shall deliver or mail to each owner a notice of the assessment for that owner's contribution towards the common expenses of that year.

18.4 An owner must pay strata fees on the first day of the month to which the strata fees relate.

18.5 Within ten days following written application by the owner, the Strata Corporation shall furnish to the owner a statement setting forth the amount of any unpaid strata fees, assessments, and fines due from such owner as of that date.

18.6 The council shall at least once in a three-year period cause the books and accounts of the Strata Corporation to be audited by a chartered accountant or certified general accountant and shall submit the report of the auditor to the next annual general meeting of the Strata Corporation. The cost of such audit shall be the obligation of the Strata Corporation.

18.7 If at any time it appears that the annual assessment of contribution towards common expenses will be insufficient to meet the common expenses, the Strata Corporation may collect a special contribution or contributions from each strata lot owner 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 be due and payable by each owner in the Strata Corporation.

19. SEVERABILITY

19.1 The provisions hereof shall be deemed independent and severable and the invalidity in whole or in 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 had never been included herein.

20. RENTING OF STRATA LOTS

- 20.1 No strata unit may be rented within Strata Plan NW 2178. Roommates are permitted if the owner is also living full-time in the unit. This restriction does not apply to immediate family members (parents, siblings, or children) or to cases of hardship as defined in the Strata Property Act.
- 20.2 The council shall not approve a request by an owner to rent his/her strata lot on the grounds of hardship for a period exceeding one (1) year, as covered by section 144 of the Strata Property Act. The owner is permitted to make another request to the council no later than two months prior to the expiration of the approved time period.
- 20.3 Should any owner rent his/her strata lot in contravention of this bylaw, the council shall be entitled to take any one or more of the following actions:
- a) An owner renting in breach of this bylaw must immediately give his/her tenant notice to vacate in accordance with the legislation and/or common law of the Province of British Columbia governing residential tenancies;
  - b) Impose a fine;
  - c) Seek a declaration of any court of competent jurisdiction with regard to the enforcement and/or an injunction to prevent the continued renting of such strata lot; and upon receiving such declaration and/or injunction, the reasonable cost of obtaining the same shall be the responsibility of the strata lot owner contravening the provisions of this bylaw and shall be recoverable on a solicitor and own client basis by the Strata Corporation.
- 20.4 Should any portion of this bylaw be deemed unenforceable by a court of competent jurisdiction then, for the purpose on interpretation and enforcement of the bylaw, each subparagraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.

21. MOVING

- 21.1 Notice shall be provided to the strata property management company appointed by the Strata Corporation or to the Strata Corporation if there is no strata property management company, a minimum three business days prior to any move in or out of a strata lot.
- 21.2 Moving of furniture shall be confined between the hours of 8:00 am and 9:00 pm and must be done so as to not create a disturbance to other residents.
- 21.3 Moving boxes and packing materials must be flattened, compacted and tied before being placed in the garbage container.
- 21.4 The party moving into or out of a strata lot shall take care to prevent damage to the common areas of the building and the grounds. Should damage occur and the repairs are undertaken by the Strata Corporation, the strata lot owner of the unit in question will be required to bear all costs over and above the amount levied in section 21.5 below.
- 21.5 A charge of one hundred (\$100.00) dollars is due and payable by the owner of a strata lot for every move into the strata lot. This charge is to help defray maintenance costs and will be levied automatically.

22. INTEREST

- 22.1 If an owner is late paying strata fees or assessments, the owner is obliged and liable to pay a fine of one hundred (\$100.00) dollars per instance on the unpaid amount.
- 22.2 Such interest is not a fine, and forms part of an owner's strata fees for the purposes of s.116 of the Strata Property Act.

23. LEGAL PROCEEDINGS

- 23.1 No authorization to sue under s.171(2) of the Strata Property Act is required for a proceeding by the Strata Corporation under the Small Claims Act against an owner or other person to collect money owing to the Strata Corporation, including money owing as a fine.
- 23.2 Prior to commencing a proceeding under Small Claims Act the Strata Corporation shall, by resolution of council, authorize the proceeding.

24. ENFORCEMENT OF BYLAWS AND RULES

- 24.1 To enforce a bylaw or rule the Strata Corporation may do one or more of the following:
- a) Impose a fine;
  - b) Remedy a contravention;
  - c) Deny access to a recreational facility.
- 24.2 Before enforcing a bylaw or rule the Strata Corporation will give a person a written warning and provide the person with a reasonable amount of time to comply with the bylaw or rule or to request a hearing with the Strata Corporation.
- 24.3 The Strata Corporation may fine an owner if a bylaw or rule is contravened by:
- a) The owner;
  - b) A person who is visiting the owner or was admitted to the premises by the owner for social, business or family reasons or any other reason or;
  - c) An occupant, if the strata lot is not rented by the owner to a tenant.
- 24.4 The Strata Corporation may fine a tenant if a bylaw or rule is contravened by:
- a) The tenant;
  - b) A person who is visiting the tenant or was admitted to the premises by the tenant or social, business or family reasons or any other reason; or
  - c) An occupant, if the strata lot is to sublet by the tenant to a subtenant.
- 24.5 The Strata Corporation may fine an owner or tenant a maximum of:
- a) \$200.00 for each contravention of a bylaw which is not a rental restriction bylaw;
  - b) \$500.00 for each contravention of a rental restriction bylaw;
  - c) \$50.00 for each contravention of a rule.
- 24.6 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven days, a fine may be imposed every seven days.
- 24.7 The Corporation may do what is reasonably necessary to remedy a contravention of its bylaws or rules, including:
- a) Doing work on or to a strata lot, the common property or common assets; and

- b) Removing objects from the common property or common assets.
- 24.8 The Strata Corporation may require that the reasonable costs of remedying the contravention be paid by the person who may be fined for the contravention.
- 24.9 The Strata Corporation may, for a reasonable length of time, deny an owner, tenant, occupant or visitor the use of a recreational facility that is common property or a common asset if the owner, tenant, occupant or visitor has contravened a bylaw or rule relating to the recreational facility.