



Condominium Property Managers

STRATA CORPORATION

VAS 2808

BY-LAWS

Amended February, 2007

BYLAWS

STRATA PLAN VAS 2808 - MERIDIAN COVE & SANTA FE

A Strata Corporation operating under the provisions of the *Strata Property Act*, S.B.C. 1998, Chapter 43 (herein after referred to as "The Corporation").

Definitions shall be in accordance with the Strata Property Act.

PREFACE

The Strata Corporation shall have bylaws providing for the control, management, maintenance, use and enjoyment of the strata lots and common property and common assets, and for the administration of the strata corporation. All owners shall comply strictly with the Bylaws and with such Rules and Regulations as may be adopted pursuant thereto from time to time. The unit owner is at all times responsible for all actions of his guests, tenants, or employees.

DIVISION 1: DUTIES OF OWNERS

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. Late payment will result in a fine of \$100.00 for each month that maintenance is outstanding. All payments on account shall first be applied to such charges or fines and secondly to the maintenance payment then due.

A special levy is due and payable on the date or dates approved in the $\frac{3}{4}$ vote resolution authorizing the special levy. Failure to pay a special levy on the due date will result in a fine of up to \$500.00 for each seven (7) days moneys are overdue, or as outlined in the resolution, which shall take precedence. All payments on account shall first be applied to such charges or fines outstanding and secondly, to the assessment payment then due.

- 1.2 Twelve (12) postdated cheques, or other form of auto debit authorization, are required to be delivered to the strata corporation no later than the first day of the month after the fiscal budget has been approved for the amount due for the strata fees for each strata lot. The cheques are to be made payable to: Strata Plan VAS 2808, and dated for the 1st of every month.
- 1.3 Owners who are in arrears may not vote at annual general meetings, special general meetings or strata council meetings.
- 1.4 In addition to monthly strata fees an owner must pay all assessments, fines and any other charges that may be payable in respect of his strata lot.

- 1.5 In addition to monthly strata fees, the strata corporation may raise money from the owners by means of a special levy or assessment, in accordance with the Strata Act, in which case the levy must be approved by a resolution passed by a 3/4 vote at an annual or general meeting.
- 1.6 The strata corporation may register a lien against an owner's strata lot by registering in the land title office a Certificate of Lien in the prescribed form if the owner fails to pay the strata corporation for strata fees, special levies, or other charges with respect to that strata lot. The strata corporation's lien ranks in priority over every other lien, or registered charge. The owner is responsible for all associated charges.

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 repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 2.3 An owner must forthwith carry out all work that may be ordered by any competent or local authority in respect of his strata lot other than work for the benefit of the building.
- 2.4 Windows:
- (a) The owner is responsible for all replacement of windows for broken seals.
 - (b) The strata corporation maintains responsibility for exterior inspection, caulking, and repairs necessitated for building maintenance.
 - (c) Where the appearance of a window, because of a broken seal, is such that it detracts from the look of the building, the owner must replace the glass on the direction of the strata council.

3. Use of Property

- 3.1 All residents must comply strictly with these by-laws, and such rules and regulations as may be adopted pursuant thereto from time to time.
- 3.2 Commercial owners are entitled to the same rights as residential owners.

Strata lot #1 is designated for professional commercial use with daytime business hours whereby a limited number of clients attend the site. Commercial use is not intended for a restaurant use, or the like, with evening clientele.

There are five (5) parking spaces designated for use of the commercial unit during office hours, located in the visitor parking area.

- 3.3 An owner must use a strata lot exclusively as a private dwelling for one family, which may include a live-in housekeeper or nurse. The strata lot shall not be used for commercial or primary professional

purposes, or for any purpose which may be illegal or contrary to any Government or Municipal Rules or Ordinances, or so injurious to the reputation of the building or its owners.

- 3.4 The strata lot shall be occupied as a place of residence by not more than two (2) adults in a bachelor strata lot, two (2) adults in a one bedroom strata lot, four (4) persons in a two bedroom strata lot, and five (5) persons in a three bedroom strata lot, without the written permission of the strata council. Failure to comply may result in a fine of up to \$500.00, levied every seven (7) days where bylaw infraction remains.
- 3.5 An owner 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.
- 3.6 An owner 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.
- 3.7 The cost of repairing damage caused by an owner to the common property, common assets or those parts of a strata lot which the strata corporation must repair shall be billed and paid for by the owner of the said strata lot. Payment of the invoice is due the first day of the month following the date of the invoice.
- 3.8 An owner must not keep any animals, livestock, fowl or pets of any kind on his strata lot or on the common property. An owner who is visually impaired may keep a trained guide dog if required for mobility.
- 3.9 An owner shall not shake mops or dusters of any kind, nor throw anything, especially burning material such as cigarettes or matches, out of any window, door, balcony, patio, stairway, passage or other part of the strata lot or the common property.
- 3.10 An owner shall not be permitted to trespass on the part of the property to which another owner is entitled to exclusive occupation.
- 3.11 An owner must not obstruct or use the sidewalks, walkways, passages and driveways or 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.
- 3.12 An owner shall not leave personal possessions, rubbish, garbage, boxes, packing cases, shoes, or the like stored around the corridors, stairways, or exterior of his premises, or allow the area around his premises to become untidy. The strata council shall be at liberty to remove any rubbish or clean up the common area in close proximity to an owner's strata lot to its satisfaction and charge the expense to the owner.

- 3.13 An owner must not 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.
- 3.14 An owner must not allow a strata lot to become unsanitary or a source of odor. The strata council shall be at liberty in these circumstances to enter and inspect the premises, and ensure appropriate action is taken.
- 3.15 An owner shall not wash automobiles except in the loading bay area, and no repairs or adjustments to automobiles shall be carried out on the property; nor shall any commercial vehicles or other mobile property or boats be brought onto the property without the written consent of the strata council save in the course of delivery to or removal from the respective premises.
- 3.16 An owner or visitor may use the common areas including the swimming pool, and other common facilities in accordance with the rules and regulations respecting the use thereof that the strata council may make from time to time.
- 3.17 Common areas, shall not be used by an owner for the purpose of loitering, meetings, games, parties, nor as drinking or eating areas, except in such cases as may be specifically agreed and designated by the strata council.
- 3.18 Smoking is not permitted in any common areas of the building, including elevators.
- 3.19 An owner shall not interfere with the work of, or reprimand, or give direction to any employee of the strata corporation or any independent contractor employed by the strata corporation. Any complaints concerning the conduct of contractors employed by the strata corporation are to be given in writing to the strata council.
- 3.20 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property or to any strata lot by his act, neglect or carelessness or by that of any member of his family.
- 3.21 An owner cannot call a contractor directly for work required, that is the responsibility of the strata corporation, and then have the contractor bill the strata corporation for the work.
- 3.22 **Hardwood Floor Policy**
Hardwood floors are permitted provided that it is laid over an under-cushion that meets or exceeds the impact level recommended by Canada Mortgage & Housing Corporation for hardwood floors. Any noise disturbance resulting from hardwood floor installation will be owner responsibility.

4. Inform Strata Corporation

- 4.1 Within two (2) weeks of becoming an owner, the new owner must complete the resident information form.
- 4.2 An owner must notify the strata corporation in writing of forwarding addresses or points of contact prior to leaving on extended vacations.

5. Obtain Approval Before Altering a Strata Lot

- 5.1 An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) stairs, balconies, decks, patios, or other things attached to the exterior of the building;
 - (d) doors, windows or 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;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- 5.2 The strata corporation will require as a condition of its approval that the owner agree, to take responsibility for any expenses relating to the alteration, maintenance and repair thereafter.

6. Obtain Approval Before Altering Common Property

- 6.1 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.
- 6.2 The strata corporation will require as a condition of its approval that the owner agree to take responsibility for any expenses relating to the alteration, maintenance and repair thereafter.

7. Permit Entry to Strata Lot

- 7.1 An owner must permit the strata corporation and its agents 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 these bylaws or insure under section 149 of the Act.
- 7.2 The notice referred to in subsection 7.1(b) must include the date and approximate time of entry, and the reason for entry.

DIVISION 2: POWERS AND DUTIES OF STRATA CORPORATION

8. Repair and Maintenance of Property by Strata Corporation

- 8.1 The strata corporation shall control, manage and administer the common property, common facilities or other assets of the strata corporation for the benefit of all owners.
- 8.2 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation, including elevators, recreational equipment, swimming pool and other appurtenances and equipment;

- (b) common property, both internal and external, that has not been designated as limited common property, including lawns and gardens, parking facilities, storage areas, and hallways and lobbies;
- (c) limited common property, but the duty to repair and maintain is restricted to
 - (1) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (2) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of the building, including decorating of the whole of the exterior of the buildings usually decorated at time intervals, or at such frequent intervals as may be decided by the strata council.
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows (except those with broken seals) and skylights on the exterior of a building or that front on the common on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and terraces;
 - (F) pipes, wires, cables, chutes and ducts, existing in the parcel and capable of being used in connection with the enjoyment of more than one strata lot or common property.

8.3 The strata corporation must comply with notices or orders by any competent public or local authority requiring repairs or work to be done in respect of the land included in the strata plan or buildings, common facilities, or assets of the strata corporation.

8.4 Where the strata corporation is required to enter a strata lot for the purposes of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot or on the common property, and capable of being used in connection with the enjoyment of any other strata lot or the common property the strata corporation and its agents shall in carrying out any work or repairs and do so in the proper and workmanlike manner and shall make good any damage to the strata lot occasioned by such works, except for personal improvements, and restore the strata lot to its former condition, leaving the strata lot clean and free of debris.

DIVISION 3: COUNCIL

9. Council Size

9.1 The strata council shall consist of 7 members, a member being an owner within the strata corporation or an owner's spouse.

10. Council Members Terms

10.1 Council members shall be volunteers. The term of office of a council member ends at the end of the annual general meeting.

10.2 A person whose term as council member is ending is eligible for reelection for a maximum of three additional consecutive terms and, therefore, no person can serve more than four consecutive years.

11. Removing and Replacing a Council Member

- 11.1 If a council member resigns, is unwilling or unable to act for a period of two (2) or more months, or ceases to be a resident owner, the remaining members of the council may appoint a replacement from among the owners to sit on council for the remainder of the term.
- 11.2 If all the 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 the bylaws respecting the calling and holding of meetings.
- 11.3 The strata council may, by the unanimous vote of the remaining members, remove any member of the strata council before the expiration of his term of office and may appoint another resident owner in his place, to hold office until the next annual general meeting.
- 11.4 The Strata Corporation may, by a resolution passed at an annual or special general meeting, remove one or more council members.
- 11.5 After removing a council member under section 11.4, 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.

12. Officers

- 12.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, and a treasurer.
- 12.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 12.3 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.
- 12.4 If an officer 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.

13. Calling Council Meetings

- 13.1 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.
- 13.2 The notice does not have to be in writing.

- 13.3 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.

14. Requisition of Council Hearing

- 14.1 By application in writing, stating reason for the request, an owner or tenant may request a hearing at a council meeting.
- 14.2 If the hearing is under subsection 14.1, the council must hold a meeting to hear the applicant within one (1) month of the request.
- 14.3 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.

15. Quorum of Council

- 15.1 A quorum of the council is 4, if the council consists of 7 members.
- 15.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

16. Council Meetings

- 16.1 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.
- 16.2 If a council meeting is held by electronic means, council members are deemed to be present in person.

17. Voting at Council Meetings

- 17.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 17.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 17.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

18. Council to Inform Owners of Minutes

- 18.1 The council must inform owners of the minutes of all council meetings and annual general meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.

19. Delegation of Council's Power and Duties

- 19.1 Subject to sub-sections 19.2 to 19.4, 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.
- 19.2 The council may delegate its spending powers or duties, but only by a 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 sub-section 19.3.
- 19.3 A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- 19.4 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.
- 19.5 The council may obtain and retain by contract the services of a professional real property management firm or professional real property manager, for such purposes and upon such terms as the council may decide.
- 19.6 A contract entered into by or on behalf of the strata corporation for the provision of strata management services to the strata corporation may be canceled, without liability or penalty, despite any provision of the contract to the contrary,
- (a) by the strata corporation on 2 months' notice if the cancellation is first approved by a resolution passed by a 3/4 vote at an annual or special general meeting, or
 - (b) by the other party to the contract on 2 months' notice.
- 19.7 If a strata management contract ends, the person providing the strata management services must, within 4 weeks, give the strata corporation any records referred to in section 35 of the Act that are in the property manager's possession or control. A property manager who fails to comply with this requirement must pay to the strata corporation \$1,000.00.

20. Spending Restrictions, Finances and Keeping of Records

- 20.1 The strata corporation shall keep, in one location, or in the possession of one person:

- (a) the strata corporation records set out in Section 35 of the Strata Act,
 - (b) the common seal of the strata corporation.
- 20.2 On receiving a request, the strata corporation must make the records and documents referred to in section 35 of the Strata Act available for inspection and provide copies of them to an owner or person authorized in writing by an owner.
- 20.3 On receiving the request of an owner, or a person authorized in writing by an owner, the strata corporation must make the bylaws and rules available for inspection, and provide copies of the bylaws and rules.
- 20.4 The strata corporation must comply with a request under subsection 20.2 and 20.3 within two (2) weeks unless the request is in respect of bylaws or rules, in which case the strata corporation must comply with the request within one (1) week.
- 20.5 The strata corporation shall have the following power:
- (a) to borrow moneys required by it in the performance of its duties or the exercise of its powers;
 - (b) secure the repayment of moneys borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of any property vested in it, or by combination of those means;
 - (c) invest as it may determine in separate risk free accounts, with a Chartered Bank or Trust Company, any moneys in a fund for administrative purposes in the name of the Strata Corporation.
- 20.6 The strata corporation shall cause proper books of account to be kept in respect to all sums of money received and expended by it and the matters in respect of which receipts and expenditures take place.
- 20.7 The strata corporation shall prepare proper accounts relating to all moneys of the strata corporation and the income and expenditure thereof, for each annual general meeting.
- 20.8 The strata corporation must determine the amount of the annual contribution to the contingency reserve fund. If, at the end of any fiscal year, the amount of money in the contingency reserve fund is less than 25% of the annual budget, the annual contribution to the contingency fund must be at least 10% of the total contribution to the operating fund for the current year.
- 20.9 The strata corporation must prepare a budget for the coming fiscal year for approval by a resolution to be passed by a majority vote at each annual meeting. The proposed budget must be distributed with the notice of the annual general meeting and must be accompanied by a financial statement.
- 20.10 The strata corporation must account for money in the contingency reserve fund separately from other money of the strata corporation.
- 20.11 The strata corporation must invest in the name of the Strata Corporation all of the money in the contingency reserve fund in one or the other of a combination of the following:
- (a) those investments permitted to a trustee under section 15 of the Trustee Act;
 - (b) insured accounts with savings institutions in British Columbia.

- 20.12 Any interest or income earned on the money in the contingency reserve fund become part of the fund.
- 20.13 The strata corporation must not spend money from the contingency reserve fund unless the expenditure is
- (a) consistent with the purposes of the fund as set out in section 92(b) of the Strata Act, and
 - (b) first approved by a resolution passed by a 3/4 vote at an annual or special general meeting, or authorized under section 98 of the Strata Act.
- 20.14 Despite section 20.13, a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- 20.15 The strata corporation may purchase, lease, or otherwise acquire personal property for the use or benefit of the owners, and may sell or otherwise dispose of such personal property for any amount up to \$2,000.00 for the strata corporation, but otherwise only if approved by a resolution passed by a 3/4 vote at an annual general meeting or special general meeting.
- 20.16 The strata council shall not, except in emergencies, or for necessary repairs, authorize without approval by a special resolution of the strata corporation, an expenditure exceeding \$5,000.0, which was not set out in the annual budget of the corporation and approved by the owners at a general meeting.

21. Limitation on Liability of Council Member

- 21.1 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.
- 21.2 Bylaw 21.1 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

22. Maximum Fine

- 22.1 The strata corporation may fine an owner a maximum of:
- (a) up to \$500 for each contravention of a bylaw, and
 - (b) up to \$50 for each contravention of a rule,
 - (c) up to \$500 in contravention of a rental restriction bylaw,
 - (d) up to \$500 in contravention of a security bylaw.

Fines for infringement of rules will progress from \$50.00 for the first offense to \$100.00 for the second offense, and each offense thereafter is \$200.00.

23. Continuing Contravention

- 23.1 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven (7) days, a fine may be imposed every seven (7) days.

DIVISION 5: ANNUAL AND SPECIAL GENERAL MEETINGS

24. General Meetings

- 24.1 Annual general meetings shall be held once in each year, and no more than 2 months after the Strata Corporation's fiscal year-end.
- 24.2 All general meetings other than the annual general meeting shall be called a special general meeting.
- 24.3 The strata council may whenever it thinks fit and shall upon requisition in writing by owners of 25% of the strata lots, within four (4) weeks after the requisition, convene a special general meeting.
- 24.4 Fourteen (14) days' notice of every general meeting specifying the place, the date, and the hour of meeting, and in the case of special business, the general nature of such business, shall be given to all owners.
- 24.5 Notice of general meetings shall be given by mail at the address last supplied to the strata corporation by the owner.
- 24.6 Any notice shall be deemed to have been received four (4) days following the mailing thereof.
- 24.6 The accidental omission to give notice to an owner or failure to receive the notice does not invalidate the meeting or any proceedings thereat.
- 24.7 In computing the number of days notice of a general meeting required under these bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted.
- 24.8 One third of the persons entitled to vote present in person or by proxy shall constitute a quorum.
- 24.9 If within one-quarter hour from the time appointed for a special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members, otherwise

If a quorum is not present one-half hour after the time appointed for the general, or special general, meeting to begin, the meeting shall stand adjourned and immediately reconvene, the persons entitled to vote then present being a quorum.

25. Person to Chair Meeting

- 25.1 Annual and special general meetings must be chaired by the president of the council.
- 25.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice-president of the council.

If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by and from the eligible voters present.

26. Participation by Other Than Eligible Voters

- 26.1 Tenants may attend annual and special general meetings by proxy only.

27. Voting

- 27.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 27.2 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.
- 27.3 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 27.4 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.
- 27.5 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- 27.6 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.
- 27.7 No owner is entitled to vote at any general meeting unless all contributions payable in respect of his strata lot have been duly paid.
- 27.8 Where an owner is a trustee, he shall exercise the voting rights in respect of the lot to the exclusion of persons beneficially interested in the trust, and those persons shall not vote.

28. Order of Business

- 28.1 The order of business at annual general meetings, and as far as is appropriate at all special general meetings, shall be
- (a) if the president and vice-president of the strata council shall be absent, the election of the chairman of the meeting;
 - (b) certify proxies and issue a voting card for each strata lot represented at the meeting;
 - (c) determine that there is a quorum;
 - (d) file proof of notice of meeting or waiver of notice;

- (e) approve minutes of the last annual or special general meeting;
- (f) receive committee reports;
- (g) report on insurance coverage;
- (h) consider the accounts, adopt the balance sheet, adopt the budget;
- (i) ratify any new rules made by the strata corporation under Section 125 of the *Act*;
- (j) elect a strata council, if necessary;
- (k) new business;
- (l) adjournment.

DIVISION 6: VOLUNTARY DISPUTE RESOLUTION

29. Voluntary Dispute Resolution

- 29.1 A dispute among owners, the strata corporation or any 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.
- 29.2 A dispute resolution committee consists of
- (a) one owner of the strata corporation nominated by each of the disputing parties and one owner chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- 29.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7: SELLING A STRATA LOT

30. When Selling a Strata Lot

- 30.1 An owner of a strata lot, when selling the strata lot, will not permit "For Sale" signs to be placed on or about the common property except on the signage board which designated for that purpose.
- 30.2 An owner or his/her representative may not compromise the security of the building when showing property or conducting an open house by leaving open, ajar, or unlocked common property doors.
- 30.3 No lock boxes shall be placed on any strata private or common property.
- 30.4 On the sale of a strata lot, the seller is not entitled to a return of contributions to the contingency reserve fund.

DIVISION 8: RENTAL RESTRICTIONS

31. Rental Restrictions

- 31.1 Subject to the Strata Property Act of British Columbia and the following hardship provisions, no strata lots within Strata Plan VAS 2808 may be leased at any time. All strata units must be owner occupied noting the existing rentals would be permitted until sale of unit or occupancy by owner. When any unit is sold it must be owner occupied.
- 31.2 An Owner must obtain written permission from the Strata Council to lease a Lot. Requests for permission to lease must be made in writing to a member of the Strata Council and will be considered on a hardship basis. The applicant must exercise such permission within 90 days of the date of approval of application.
- 31.3 In circumstances where hardship exists the Strata Council may grant permission to lease a Lot, but no such relief shall be granted for longer than 12 months. A second extension may, at the discretion of Strata Council, or upon further written request, be granted for a period not exceeding 12 months.
- 31.4 An owner who leases his strata lot shall provide to the Strata Corporation a Form "K" Tenants Undertaking in accordance with of the Strata Property Act. Failure to provide a Form K within 10 days of the commencement of the tenancy shall be cause for a fine of \$100.00 for each month of breach against the strata lot owner.
- 31.5 For the purposes of enforcement of this by-law, a tenant shall be defined to include:
- (i) Any person not a member of the immediate family of the owner as defined in the Strata Property Act;
 - (ii) Any person beneficially owning less than 50% of the shares, which carry the right to vote, of a corporate owner;
 - (iii) Any person owning less than 40% undivided registered or beneficial interest in the strata lot;
 - (iv) The occupancy of a strata lot by persons other than the registered owner and/or his immediate family for a period in excess of one month shall be considered a lease/rental and subject to the provisions of the bylaws.
- 31.6 Should any owner of a strata lot lease his strata lot in contravention of the limitations contained in this Bylaw, save and except Form K, the Strata Council shall be entitled to take any one or more of the following actions:
- (i) an owner leasing in breach of this by-law must immediately give his tenant notice to vacate in accordance with the legislation and/or common law of the Province of British Columbia governing such residential tenancies;
 - (ii) if rental continues without interruption for longer than seven (7) days, levy a fine of \$500.00 every seven (7) days, for a total monthly fine of \$2,800.00. Such fine to be added to and form part of the month's assessment or levy to be collected by the Strata Corporation from the owner of the strata lot and the Strata Council is hereby authorized to take all steps necessary to collect such amounts from any owners.
 - (iii) Seek a declaration of any court of competent jurisdiction with regard to the enforcement and/or an injunction to prevent the continued leasing 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 by-law and shall be recoverable on a solicitor and client basis by the Strata Corporation.

- (iv) Should any portion of this by-law be deemed unenforceable by a Court of competent jurisdiction then for the purpose of interpretation and enforcement of the by-law 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.

- 31.7 Where an Owner is in default under this By-Law and has incurred any fine provided herein to be paid, the amount of such fine shall be payable on demand and if not paid shall be added to the monthly assessment for common expenses; and if such default continues for three (3) months the Strata Corporation shall register in the Land Registry Office a Certificate in Form "G" of the Strata Property Act.

DIVISION 9: GENERAL

32. Moving Into and Out of Buildings

- 32.1 An owner shall provide the strata council or its duly appointed manager 7 days prior notice of each intended move in and out of the strata lot, together with completion of the "moving form" as well as the non-refundable \$100.00 move in fee, and the non-refundable \$100.00 fee for all moves out of the building. For any move thereafter, without title change, will be a \$200.00 move-in fee. All moves are to use only the back, side door (by the loading bay) and ensure the security company is advised.
- 32.2 Owners and their moving contractor or helpers, must conform to the strata council's required procedures for operating the elevators with an elevator key, and for minimizing the time it will be out of service to the building's occupants in general. A \$20.00 cash deposit is required for use of the elevator key, which will be returned upon completion of the move.
- 32.3 Owners and their moving contractor or helpers will use the loading bay for loading and unloading, and provide supervision at all times of the loading bay door.
- 32.4 The strata council reserves the right to deny or terminate access to any moving contractor who is known to disregard, or demonstrates a disregard, of reasonable regulations or requests intended to preserve the building against unnecessary damage, disturbance or inconvenience to its occupants.
- 32.5 Moving of belongings will not commence prior to 8:00 am and will cease prior to 8:00 pm, so as not to inconvenience other owners.
- 32.6 The cost of any significant or major damage to the building's common areas occasioned by a move will be charged to the owner.

33. Use of Balconies, Patios, Terraces and Exterior Appearance

- 33.1 Balconies, patios and terraces are not part of an owner's strata lot, but are defined an "exclusive use limited common property" intended only for quiet and normal use by each owner.

- 33.2 Only patio furniture, freestanding and self contained planter boxes that are maintained, gas or electric barbecues, summer furniture and accessories may be located on balconies, terraces and patios.
- 33.3 Water from watering plants or washing balconies is not allowed to overflow from an owner's balcony, terrace or patio to another balcony.
- 33.4 No awnings or shades, supplementary heating or air conditioning devices, television or radio antennas, or satellite dishes shall be placed on, hung from, or attached to the exterior of a strata lot.
- 33.5 Owners shall not allow their balconies, terraces, or patios to become untidy either by their use for storage purposes or by the accumulation of weeds, rubbish, dirt, garbage, boxes, packing cases, etc.
- 33.6 No signs, fences, billboards, placards, advertising, or notices or any kind shall be erected or displayed on the common property or be visible from common property external to the strata lot.
- 33.7 No laundry, washing, clothing, bedding or other articles shall be hung, or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 33.8 No feeding of birds or other types of wildlife, including the placement or erection of any type of feeder is permitted.
- 33.9 The exterior appearance of the building shall not be altered by painting or otherwise, including covering concrete, ironwork or other exterior parts of the building at the strata lot. This includes patios, terraces, and balconies. Alterations made by an owner without the approval of the strata council may be restored or removed by the strata council or its duly authorized representative(s) and any costs incurred by the strata corporation as a result thereof shall forthwith be paid by such owner to the strata corporation.
- 33.10 No changes are permitted in the type of color of window glass, nor shall the application of any liquid film to window glass be permitted without prior written consent of the strata council.
- 33.11 The exterior facing color of all draperies, blinds and/or linings shall be a "light neutral" color so as to maintain a uniform appearance to the outside of the building. The term "light neutral" shall be considered to include light cream or light beige.

34. Parking Garage

- 34.1 An owner, tenant or occupant shall use the exclusive use common property parking space(s) which has been specifically assigned to his/her strata lot, and shall not park on any other common property area.
- 34.2 The parking space assigned to a strata lot shall not be rented, leased or used by non-residents.
- 34.3 Garage rules, especially posted speed limits, are to be strictly observed by all users of the parking facilities.

- 34.4 No repairs or adjustments shall be made to motor vehicles on the premises.
- 34.5 Each owner shall be responsible for cleaning up oil leakage in his/her parking stall as well as the maintenance of same, in a neat orderly condition, failing which, after suitable notice, the strata council will arrange for such cleaning at the owner's expense.
- 34.6 Owners of vehicles, which are parked and unused for long periods of time, must provide the strata corporation with a copy of unlicensed third party liability coverage or risk removal of vehicle at owner's expense.
- 34.7 Non-resident vehicles are prohibited from the premises without the approval of the strata council, except in the course of delivery to or removal from the premises.
- 34.8 Vehicle horns are not to be sounded in the entrance driveway or within the parking areas.
- 34.9 Washing of vehicles is permitted only in the loading bay area. Non-resident's cars may not be washed on the property.
- 34.10 Guests of residents using the visitor's parking area do so at their own risk, and must leave a note on the dash board indicating which strata lot they are visiting, or they will be towed.
- 34.11 All vehicles parked in the underground garage must display a current M/C parking identification tag.

35. Insurance

- 35.1 The strata corporation shall obtain and maintain insurance on the building, the common facilities, and any insurable improvements owned by the strata corporation to the full replacement values as required by the strata act
- 35.2 The strata corporation shall obtain and maintain insurance in respect of any other perils, including liability, as provided in the strata act.
- 35.4 The strata corporation shall pay premiums on policies of insurance effected by it under the strata act.
- 35.5 On written request of an owner of a strata lot, the strata corporation shall produce to such owner, or person authorized in writing by the owner, the policy or policies of the insurance effected by the strata corporation and the receipt or receipts for the last premium or premiums in respect thereof.
- 35.6 Insurance Deductible:
Where a claim has been made against the Corporation Insurance policy that is attributable to damage caused by negligence of a strata lot resident or originating within that strata lot (except for any damage originating from within the walls), the owner of that strata lot shall be charged a sum equal to the deductible charged by the Insurer as a result of a claim, which charge will be added to that strata lot owner's next regular monthly maintenance assessment. Should repairs be less than the insurance deductible amount, then the cost of the repairs will be added to the strata lot owner's next regular monthly maintenance assessment.

- 35.7 Owners are responsible for obtaining and maintaining strata owner's insurance on their contents and third party liability insurance for their individual strata lots. Owners shall also ensure that tenants carry adequate insurance. Owner's insurance shall provide for improvements or alterations that have been made to the strata lot.

36. Security

- 36.1 Owners must not give keys, IRTs, or other means of access to the building, the parking garage, or common areas to any person other than a guest, employee, or tradesman of the strata lot.
- 36.2 Access to the building is to be granted only to persons positively identified by an owner. Allowing access to automobiles or persons not known to the person admitting access, which results in a break-in, burglary or damage to personal or common property shall result in a fine of up to \$500.00.

37. Storage Lockers & Bicycle Room

- 37.1 Any owner who leaves any item anywhere on or with in the common property, or any limited common property, other than a designated storage locker, does so at his or her own risk.
- 37.2 Bicycles are not permitted in hallways, stairwells, elevators, common storage rooms or any other common areas. No bicycles may be kept on balconies, terraces, or patios, instead they shall be stored within the designated areas. The strata corporation is not responsible for lost, stolen, or damaged property.

DIVISION 10: SMALL CLAIMS

38.1 Authorization to Proceed

The Strata Corporation may proceed under the *Small Claims Act*, without further authorization by the Owners, to recover from an Owner, by an action in debt in Small Claims Court, money owing to the Strata Corporation, including money owing as strata maintenance fees, special levy fees, administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the Bylaws or Rules and to recover money which the Strata Corporation is required to expend as a result of the Owner's act, omission, negligence or carelessness or by that of an Owners visitors, occupants, guests, employees, agents or a member of the Owner's family.

DIVISION 11: SEVERABILITY

- 39.1 It is specifically acknowledged that each section, subsection and paragraph of these bylaws shall be treated as a separate part thereof, and should any part be held by an Arbitrator or Court of Competent Jurisdiction to be unenforceable, then such section, subsection or paragraph shall be deemed to be severable and the remaining parts of the bylaw or bylaws shall remain in force and effect.

ASSIGNED LOCKER AND PARKING SPACES

<u>SUITE</u>	<u>LCK #</u>	<u>PRK #1</u>	<u>PRK #2</u>	<u>PRK #3</u>
Commercial	5 Commercial stalls			
TH #1	n/a	136	137	
TH #2	n/a	231	232	
TH #3	n/a	172	173	
TH #4	76	154	155	
TH #5	97	99	100	
TH #6	n/a	199	200	
TH #8	n/a	55	--	
TH #9	n/a	94	95	
TH 10	A	57	68	
TH 11	n/a	43	44	
TH 12	n/a	34	35	
TH 15	93	37	38	
111	111	196	--	
112	112	158	--	
208	20	201	--	
209	110	194	195	
210	106	220	221	
211	107	174	--	
212	82	159	160	
301	33	214	215	
302	90	76	--	
303	99	116	--	
304	91	112	--	
305	101	186	189	
306	8	69	--	
307	102	224	225	
308	11	167	--	
309	81	163	164	
310	94	168	169	
311	100	218	219	
312	47	165	166	
313A	77	39	42	
314	27	60	65	
315	26	63	64	
316	23	59	66	
401	57	208	209	
402	78	87	--	
403	62	204	--	
404	37	48	--	
405	55	192	193	
406	58	205	--	
407	53	90	91	
408	88	79	--	

<u>SUITE</u>	<u>LCK #</u>	<u>PRK #1</u>	<u>PRK #2</u>	<u>PRK #3</u>
409	98	211	216	
410	74	120	121	
411	61	206	207	
412	59	202	203	
413	34	61	62	
414	31	51	54	
415	29	49	50	
416	54	32	33	
501	73	135	141	
502	83	109	--	
503	67	153	--	
504	68	197	198	
505	89	180	181	
506	70	127	--	
507	108	182	183	
508	72	122	--	
509	75	110	111	
510	86	107	108	
511	122	133	139	
512	60	134	140	
513	66	23	24	
514	65	58	67	
515	64	40	41	
516	63	29	30	
601	46	125	126	
602	85	170	171	
603	51	71	--	
604	52	102	103	
605	87	161	162	
606	19	72	--	
607	71	132	138	
608	56	147	--	
609	69	88	89	
610	43	83	84	
611	44	128	129	
612	45	123	124	
613	50	25	26	
614	49	27	28	
615	48	73	74	
701	92	113	181A	
702	35	56	--	
703	36	98	--	
704	84	52	--	
705	38	101	104	
706	39	75	--	
707	25	144	150	
708	41	82	--	

<u>SUITE</u>	<u>LCK #</u>	<u>PRK #1</u>	<u>PRK #2</u>	<u>PRK #3</u>
709	42	92	93	
710	105	46	47	
711	32	177	178	
712	16	222	223	
801	95	210	217	
802	24	45	--	
803	22/129	188	--	
804	40	184	185	
805	121	179	114	
806	28	70	--	
807	21	229	230	
808	30	117	118	
809	80	85	86	
810	17	187	119A	
901	10	190	191	
902	14	148	149	
903	15	22	--	
904	120	156	157	
905	119	212	213	
906	18	115	--	
907	79	105	106	
908	109	175	176	
909	104	119	36	
910	12	142	143	
1001	4	96	97	
1002	6	151	152	
1003	7	145	146	
1004	9	80	81	
1005	96	31	--	
1006	13	227	228	
1007	5	53	130	131
1101	3	77	78	
1102	1	18	19	
1103	2	20	21	

RULES FOR MERIDIAN COVE/SANTA FE

VAS 2808

GENERAL RULES FOR ALL AREAS:

1. All common area facilities are designated "**NON-SMOKING**". This includes all lobbies, hallways and corridors.
2. All of the facilities are used at the individual's own risk, inclusive of guests and visitors. The Strata Corporation assumes no liability whatsoever.
3. No one should in any way adversely affect the quality of living of any other resident of the complex by their actions or behavior when using any of the common area facilities.
4. Any tenant using any of the locked facilities is understood to have the registered owner's permission whereby the owner assumes all liability for their tenant's use and actions.
5. Reservations and access to locked facilities can be gained by calling **Condex Property Management Ltd., Monday to Friday, from 8:30 a.m. to 4:30 p.m.** A contract must be signed by the registered owner assuming liability and responsibility for any and all damages caused to the facility during use.
6. No bicycles are permitted in suites or transporting of bicycles through common hallways or elevator or on balcony areas.
7. Council notes past policy to fine \$500.00 should you be noted to be providing access to someone unknown to yourself.
8. Residents are required to complete, and regularly update, a Resident Information Form provided by the Manager.

CARD ROOM - SECOND FLOOR:

1. The room comes equipped with two tables and eight chairs.
2. This room is available for small meetings or playing cards. IT IS NOT A PARTY ROOM! Food and beverages are not allowed in this room.
3. A non-refundable deposit of \$5.00 payable to the Strata Corporation will be charged per use.

SOCIAL ROOM - RECREATIONAL CORRIDOR - LOBBY LEVEL:

1. The room comes equipped with a couch, love seat, two chairs, coffee table, end table, dining table and four chairs, two six-foot folding tables, 16 collapsible chairs, coffee urn, two thermos containers, electric kettle and fridge.
2. A non-refundable deposit of \$25.00 payable to the Strata Corporation is required, along with a refundable deposit of \$100.00.

3. Parties booked for this room must end before midnight and reasonable noise levels would be expected before then.
4. Users will be charged for extra cleaning services if the room requires it after their use. Such facility to be inspected by the Social Room Council Member before and after occupancy.

AQUATIC CENTRE:

1. Hours of use are **6:00 a.m. to 11:00 p.m.** There is no lifeguard on duty at any time. All guests must be accompanied by a resident while using the facilities.
2. Showers must be taken before using any of the facilities.
3. Users are expected to be properly clothed to and from these facilities. Please do not swim or use the hot tub in cut-offs or frayed clothing.
4. No children are allowed under the age of thirteen without constant supervision of an adult.
5. The users are to supply their own towels to sit on while using the Sauna and Steam Rooms.
6. Please dry off before leaving the facilities and **FOOTWEAR MUST BE WORN.**
7. The swimming pool is intended for swimming. **NO HORSEPLAY.**
8. No procedures of personal hygiene other than showering are allowed in the pool, sauna, or steam room. Unacceptable practices such as such as cutting hair, nails, or shaving, etc. are not permitted. A penalty of \$100.00 shall be levied for non-compliance.

EXERCISE ROOM:

1. Hours of use are **6:00 a.m. to 11:00 p.m.**
2. Adults only, no children are allowed under the age of thirteen.
3. Personal headset stereos only.
4. Consideration should be given to occupants of nearby apartments by not banging the weights down or in any way causing undue noise which may disturb residents.
5. Proper attire must be worn at all times: SHIRTS, SHORTS, SHOES. NO BARE FEET and NO WET BATHING SUITS are allowed.
6. Users of gym equipment are required to wipe clean exercise equipment after each use, with supplies provided in the room.

NOISE:

1. Your cooperation is requested in exercising consideration of your neighbors. Appliances can disturb your neighbors, particularly late in the evening or early morning hours. Please do not use your garborator, washer, clothes dryer or vacuum **after 11:00 p.m. or prior to 8:00 a.m.**

MOVING POLICY:

1. *Owners are required to notify the caretaker, at 604-739-8286, in writing, by signing an agreement form at least three days prior to their expected move-date, both into or out of the building.*
2. A "Move-In" and "Move-Out" fee is applicable for all moves, per Strata Corporation bylaws.
3. Elevator pad installation must be arranged by calling the caretaker at 604-739-8286, or Condex Management at 604-682-5611, at least three days prior to move date.
4. "Elevator hold key" and "loading bay access" is to be arranged by calling the caretaker.
5. At no time should the loading dock or the lobby entrance door be left unsupervised. Supervision is required to prevent unauthorized building access. Any party found in violation of such will be subject to a fine of \$500.00.

I.R.T. POLICY:

1. Residents are entitled to purchase up to three I.R.T.s per unit at a cost of **\$60.00** each.
2. A maximum of one extra I.R.T. per suite may be purchased at a cost of **\$200.00** for the fourth.
3. All IRTs are numbered and shall be registered by suite number of the holder, through Condex Property Management before being issued and activated.
4. All residents are required to maintain a record of their I.R.T. number(s). Engraving is available by contacting your caretaker, at **604-739-8286** and leaving a message.
5. IRTs are for the personal use of residents only.
6. In the case of a service person, such as a cleaner, the resident is advised to arrange access personally or through neighbors.
7. Lost or damaged IRTs shall be the responsibility of the registered owner of the suite to report to Condex Management for deactivation.

PARKING POLICY - VISITOR:

1. Stalls available - 11 for bona fide visitors, outside fencing on P-1, each stall to be clearly marked:

VISITOR PARKING ONLY - All Vehicles Must Display Suite # on Dashboard

Note: Five additional stalls are set aside for the Commercial Strata Lot and are to be marked:

RESERVED

8:00 a.m. - 5:00 p.m.

Weekdays

2. Immediately upon arrival, visitors shall place a note on the dashboard of their vehicle stating suite number being visited.

3. Residents are responsible to see that their visitors abide by the above. The Strata Corporation assumes no liability for vehicles that are parked in the visitor parking area, or if any vehicle should be towed for non-compliance of policy.

PARKING POLICY - RESIDENT:

1. All residents shall be issued one "M/C" parking tag for each assigned parking stall, which must be prominently displayed on or above the dashboard. If a parking tag has not been issued to you, please obtain an "M/C" parking tag from your caretaker at 604-739-8286, from 7:30 am – 3:30 pm weekdays, which may be surrendered upon quitting tenancy or sale of unit. Preferably, the parking tag would be turned over to new resident or owner of said unit.
2. Lost or damaged tags may be replaced at a cost of \$10.00.
3. No storage of any kind is allowed in parking spaces.
4. **TAIL-GATING** both in and out, as well as **passing** a vehicle under the gate, will set off the alarm system. If an on-coming vehicle has opened the gate, you must still use your own I.R.T. to avoid setting off the alarm.
5. Any vehicle parked within the overhead gates, not identified by an M/C may be towed at owner's expense.
6. Any assigned stall not being used may be rented or leased, but only to a fellow resident. Such arrangement must be recorded with, and approved by, Condex Property Management Ltd.
7. No major repairs or adjustments shall be made to vehicles on the premises.
8. Vehicles may only be washed in the loading bay area. Vehicles are to be washed in such manner as will not cause nuisance or annoyance to other residents.
9. The maximum speed shall be **7 km/hr**. Horns are not to be sounded in the entrance driveway or within the parking area.
10. Each resident shall be responsible for cleaning up oil leakage in his/her parking stall as well as for the maintenance of same in a neat and orderly condition, failing which, after suitable notice, Council will arrange for such cleaning at the resident's expense.
11. Drivers are required to wait for complete garage gate closure, either upon entering or leaving the parking garage.
12. Third Party Liability must be carried for any residents' vehicle temporarily stored in their assigned parking space. Such coverage shall be filed with the Caretaker within 48 hours. Failure to comply could result to towing of said vehicle or fine levied.

PROPERTY LISTING/OPEN HOUSE POLICY:

1. It is owner's responsibility to ensure the Real Estate agent conducting a showing will escort the viewers in and out of the building, without exception. This may necessitate an agent in the lobby and the suite.

Open houses shall be for no more than 4-hour duration.

Dear Residents:

As you probably know, we live in an airtight building and as such require your help in reducing excessive condensation by following these recommendations:

- Please open your windows at least once a day. Preferably, windows should be somewhat open throughout the day, year round.
- Please use fans in the kitchen and bathroom while cooking and bathing.
- If water is pooling your window ledges and tracts, please mop up, as this water will eventually leak into surrounding drywall, causing damage.

By following the first two recommendations, you should eliminate water pooling in your window ledges and tracts.

Condensation:

- Will occur on any surface that is below dew point temperature of the air in contact with it. When condensation becomes excessive, the moisture must be decreased, or the ventilation increased.

Problems Caused by Excessive Condensation:

- Condensation on windows usually occurs because they have the lowest temperature, thus breaking the seal on our double glazed windows, they are no longer airtight or efficient and therefore must be replaced.
- Leakage from condensation on windows eventually drips into walls damaging interior drywall.
- Walls are normally warmer, but condensation on walls, closets, or where circulation of warm air is restricted, this leads to mildew and growth of mold.

Prevention of Excessive Condensation:

To reduce moisture load in suites caused by cooking, showers, baths, or other household activities that produce high quantities of moisture:

- Ventilation is generally the most effective. Windows nearest the source of moisture should be open daily.
- Turn on fans in kitchen and bathroom while cooking, or taking showers, baths, etc. Fans should be left on a minimum of 25 minutes.
- Heat should be at a consistent level, 20degrees on your thermostat if weather permits, with added ventilation to circulate air.

We are circulating this memo to all residents to make them aware of the need to keep our suites well ventilated, to avoid excessive condensation.

Thank you kindly for your cooperation.

STRATA COUNCIL VAS 2808

Rules & Regulations

Strata Plan VAS 2808

RATIFIED BY OWNERS

February 27th, 2007 **Renovation Form Policy:**

For any renovation in the Santa Fe building, trades are not permitted to access through the lobby but must use the elevator access at the garage level. The caretaker is to be advised to ensure elevator pads are in the elevator and the Renovation Form is signed.